

# TRAVEL ISSUES

LOCAL TRAVEL - TRAVEL FOR TRAINING

THE REGULATIONS

THE NATIONAL AGREEMENT  
THE Joint Contract Interpretation Manual

THE PARTIES' OTHER AGREEMENTS

EMPLOYEE OBLIGATIONS and RISKS

COMPENSATION - COMPENSATION - COMPENSATION

Presented

CRAFT CONFERENCE

AUGUST 2005

by

Charlie Robbins

Maintenance Craft NBA

and

Don Foley

Maintenance Craft NBA



# American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

March 26, 2002

Steven G. Raymer  
Director  
Maintenance Division  
(202) 842-4213 Office  
(202) 289-3746 Fax

To: All Maintenance and All-Craft NBAs, Regional Coordinators,  
Local Presidents and Local Maintenance Craft Directors

From: Steven G. Raymer, Director, Maintenance Division *SGR*

Re: Travel Policy Letter from Peter Sgro dated 1/28/02

**National Executive Board**

- William Burrus  
President
- Cliff "C.J." Guffey  
Executive Vice President
- Robert L. Tunstall  
Secretary-Treasurer
- Greg Bell  
Industrial Relations Director
- James "Jim" McCarthy  
Director, Clerk Division
- Steven G. "Steve" Raymer  
Director, Maintenance Division
- Robert C. "Bob" Pritchard  
Director, MVS Division

Attached is a copy of the letter dated 1/28/02 from Peter Sgro entitled  
USPS/APWU Interest Arbitration Award – Compensability of Travel Time.

We are not in agreement with this unilaterally promulgated opinion of how  
the Goldberg award is to be applied.

First and foremost, the language of the award that was placed into the body  
of the collective bargaining agreement could not be more clear:

“C All travel for job-related training will be considered compensable  
work hours.” (EA).

Throughout management’s travel letter, there is consistent emphasis that the  
application of the language is only to travel where there is an overnight stay.  
All means *ALL* -- there are no terms limiting that application, such as only  
when ‘the employee remains overnight’ (2<sup>nd</sup> paragraph of letter).

Item 1 speaks to ‘Eligibility’ and the ‘portal to portal’ rule. The list in the last  
sentence of the first paragraph, should also include ‘work location or home  
installation’. The portal to portal rule is correct in the first and third  
examples, but not the second. In fact, the second should not be there at all.  
The employee is in travel status for the entire period of time they leave their  
residence or home installation and arrive at the location of the temporary  
duty location and vice-versa. This will be covered further when Items 5 & 6  
are discussed.

Item 2 is in violation of the official travel policy of the USPS, i.e.- the F-15.  
It is the traveler who schedules his/her itinerary. It is management that

**Regional Coordinators**

- Sharyn M. Stone  
Central Region
- Jim Burke  
Eastern Region
- Elizabeth "Liz" Powell  
Northeast Region
- Terry R. Stapleton  
Southern Region
- Omar G. Gonzalez  
Western Region

approves that schedule. The comfort and inconvenience of the traveler must be taken into account.

Item 3 appears to correctly explain application of the 10 hour rule. However, reports are that management is unilaterally changing an employee's off days when returning to something other than the employee's regular, bid, off days. The employee can request to change to whatever they want. The management initiated change must be to maintain the hours of the training schedule and that the schedule change is to run through the first scheduled off day of the **employee's regular bid schedule**. Management is not free to change the off days of the employee's bid schedule without incurring out of schedule pay. The change of off days to something other than the bid off days is NOT related to training. It is related to management attempting to avoid payment of overtime.

Item 4 correctly explains the application to interim trips. Please note there is no difference in pay for the employee whether he/she takes the interim trip or elects to remain at the training site. Instead of paying the housing cost, if staying, management is paying the transportation costs. One is not required to travel home for an interim trip as a condition of attending training.

Item 5 incorrectly states that approved travel time "is the time allotted by the Postal Service." The actual travel time is compensable, not some predetermined amount. In the event of management granting the use of POV instead of flying, the cost comparison must include all time from residence to airport (and parking fees if any) to arrive 2 hours prior to the scheduled flight plus the time of the flight plus the time to retrieve luggage and take the shuttle to NCED. Also, whatever the sentence "Extensions beyond this time at the request of an employee are considered excessive time." is supposed to mean, if management approved an employee's request, the time is compensable.

Item 6 is not correct. As previously stated, the employee is in travel status for the entire period of time up until his/her arrival at NCED. It should not matter if the employee sleeps in the airport or in a hotel, they are still on the clock. Portal to portal means the 'portal' of the employee's residence and the 'portal' of the temporary duty station assigned to. It does not include any other 'portals' in between.

Item 7 is regarding maximum work hours. The 12 hour rule (which arbitrator Mittenthal stated was an absolute bar) prevents management from scheduling an employee over 12 hours in a service day. Not stated by management is the applicable rate of pay. The same straight time, OT and POT rates apply while traveling or a combination of work and travel. If an employee goes over 12 hours, the rate of pay is 250% of straight time pay. If management offers the opportunity to return home and it takes the employee over 12 hours, or if the employee requests and management grants the employee the opportunity to go home on the last day, the employee is to be paid at the applicable rate (250%). It will be more expensive for management to force an employee to stay over an extra night and then pay the full 8 hours on the last day plus all travel time and per diem and then have to deal with the 10 hour rule (Item 3 above) than to permit the employee to travel home on the last day. This should be worked out prior to the employee leaving. Please note, it is not an employee demand to return home on the last day, it is a request.

Item 8 is correct. There is no more Code 83 and any previous considerations given to scheduling or allowed hours are to be disregarded.

Lastly, management makes an oblique reference to changes in the ELM and F-15. The APWU has not received an Article 19 notification of any such changes and this unilaterally promulgated letter is not such a notice.

We have received some local policy letters interpreting this letter from management. These are inconsistent and contrary to the award and even to this letter from management. For instance, one from Cleveland, Ohio states that an employee will only be paid for 8 hours on their last day if they travel home on that day (not even up to the 12 hour maximum). One from Jacksonville, Florida states they will change the employee's off days, involuntarily, depending on whether the employee chooses to travel home on the last day or the next day (violating the 10 hour rule). One from Harrisburg, Pennsylvania is similar regarding forced schedule changes and limits on pay.

If you become aware of any local policy letters on travel, please forward them to my office.

Attachment  
SGR/syi/opeiu#2/afl-cio

January 28, 2002

Area Managers, Operations Support  
Managers, Customer Service and Sales, All Districts  
Managers, Human Resources, All Areas  
Managers, Finance, All Areas  
Managers, Human Resources, All Districts  
Managers, Finance, All Districts

Subject: USPS/APWU Interest Arbitration Award –  
Compensability of Travel Time

The Goldberg Interest Arbitration Panel recently issued an award that establishes the terms and conditions of the 2000-2003 National Agreement between the Postal Service and APWU-represented employees. One part of the Award changed the rules governing travel pay for employees covered by this contract.

Under the terms of the Award, effective December 18, 2001, all time spent by an APWU represented employee on travel for the purpose of receiving job-related training at which the employee remains overnight, is compensable. Included in the decision is that Article 36, Section 2 will be amended by adding the following:

*“C. All travel for job-related training will be considered compensable work hours.”*

The provisions for compensable travel time for APWU-represented employees should be applied in the following fashion:

1. **Eligibility:** This type of travel is compensable on scheduled and nonscheduled days. Travel time is the time spent by an employee moving from one location to another during which no productive work is performed. This includes time spent traveling between residence, airport, training facilities, and hotel (portal to portal).  
  
Portal to portal compensable in-transit time:
  - begins with departure from the employee's residence or home installation and ends with arrival at the temporary place of lodging or work location; or
  - begins with the departure from one temporary place of lodging or work location and ends with the arrival at another temporary place of lodging or work location; or
  - begins with the departure from the temporary place of lodging or work location and ends with the arrival at the employee's residence or home installation.
2. **Scheduling of Travel:** Travel away from home overnight is to be scheduled by management. While the employee can make his/her own travel arrangements, these arrangements are subject to the concurrence of the employee's approving official. The employee may not commit Postal Service funds without the proper approval. Wherever possible, travel should be scheduled within the employee's regular workweek.

3. **Schedule Change for Employees Returning Home from Training:** Employees may request a schedule change in order to attain a reasonable amount of personal time for rest and relaxation prior to reporting for work. Such a request is subject to prior approval of the employee's union steward and supervisor. The employee will not be eligible for out-of-schedule premium as a result of these changes. When employees do not request a schedule change, and the return time [which equates to the end of the approved compensable training time] is within ten hours of the employee's regular scheduled tour, managers will (prior to the beginning of training) identify the training schedule hours as extending through the employee's first nonscheduled day following completion of classes. In such circumstances, this schedule change is considered to be required as part of the training, and the employee will not be eligible for out-of-schedule premium.
4. **Intermediate Travel Home:** When employees are attending extended training courses (such as in Norman, Oklahoma), they may be entitled to a trip home for personal convenience, as specified in handbook F-15, section 8-1. While the cost of the transportation expenses are paid by the Postal Service, the travel time for this trip is not compensable.
5. **Approved Travel Time:** Approved travel time is the time allotted by the Postal Service. Employees will not be compensated for extensions beyond this time due to personal actions. Extensions beyond this time at the request of an employee are considered excessive time. Employees will not be compensated for additional travel hours due to their own personal actions; e.g., use of POA rather than traveling by airplane (F-15), volunteering to be bumped, or changing flights for personal convenience.
6. **Handling Unusual/Emergency Circumstances:** In light of the current conditions surrounding increased airport/airline security, when employees experience delays and cancellations, procedures in Handbook F-15 should be followed. (Example: An employee is traveling home from Norman, Oklahoma via Denver. The scheduled flight is cancelled. There is no alternative flight. The employee must remain overnight in Denver. The employee is paid up until he/she reaches the place of lodging from the airport, at which time the clock stops. The travel time would resume the following day when the employee leaves for the airport). Each office should set standards for its employees to follow, in compliance with ELM 438 and F-15).
7. **Maximum Hours Allowed:** ELM 432.32 specifies that "Except as designated in labor agreements for bargaining unit employees...employees may not be required to work more than 12 hours in 1 service day. In addition, the total hours of daily service, including scheduled workhours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours." Since travel for job related training at which the employee remains overnight is considered compensable "work hours", APWU bargaining unit employees should not be required to work more than 12 hours a day, whether it be in a travel status, or in a travel and training status. However, if the employee travels beyond the 12 hours for personal convenience, that is his/her own choice.

8. Recording Time: Code 83 will no longer be used to record non-compensable travel time. Eligible employees will be compensated for this travel time whether or not it is within their bid schedule. The kind of compensation will depend on when they travel. It will be recorded as regular work hours, overtime, penalty overtime, or holiday work, as appropriate.

These changes are only applicable to APWU travel for training at which the employee remains overnight. The ELM and F-15 handbooks will be revised to comply with the changes specified in the interest arbitration award.

Please ensure that all travel of APWU-represented employees is carefully monitored so that proper compensation is provided in such travel situations.

Peter A. Sgro  
Manager  
Contract Administration



January 10, 1997

MANAGER HUMAN RESOURCES (ALL AREAS)  
MANAGER MAINTENANCE SUPPORT (ALL AREAS)

SUBJECT: Schedule Change for Employees Returning Home From Training

This memorandum restates Postal Service policy with respect to schedule changes for employees returning home from Postal sponsored training.

It is imperative that all maintenance managers and vehicle maintenance managers understand the application of Section 434.62 of the Employee and Labor Relations Manual. Employees may request a schedule change in order to attain a reasonable amount of personal time for rest and relaxation prior to reporting to work. Such a request is subject to prior approval of the employee's union steward and supervisor. The employee will not be eligible for out-of-schedule premium as a result of these schedule changes.

When employees do not request a schedule change, and the return time [which equates to the end of the approved training (end of course plus approved travel time<sup>1</sup>)] is within ten hours of the employee's regular scheduled tour, managers will (prior to the beginning of training) identify the training schedule hours as extending through the employee's first non scheduled day following completion of classes. In such circumstances, this schedule change is considered to be required as part of the training and the employees will not be eligible for out-of schedule premium. The following example identifies this process:

Employee A

Regular scheduled work hours: 12 a.m. to 8:30 a.m.

Scheduled days off: Wednesday, Thursday

Class Schedule: 7 a.m. to 4 p.m.

- Employee A attends class Monday through Friday. Class ends at 3:30 p.m. and after traveling home the employee arrives at his residence at 7:30 p.m. Since this is within ten hours of the employee's regular scheduled tour, the employee will work Saturday through Tuesday at the training schedule hours (7 a.m. to 4 p.m.) and resume his regularly scheduled work hours on Friday.

Please disseminate this information to your field managers for their guidance and implementation.

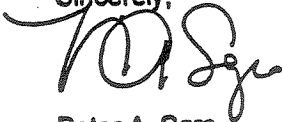
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<sup>1</sup> Approved travel time is the time allotted by the Postal Service. Extensions beyond this time at the request of the employee is considered excess time. Employees who request to use a Privately Owned Vehicle (POV) for his/hers own personal convenience pursuant to 433.5 of the F-10 handbook is considered excess time.



Should there be any questions regarding the foregoing, you may contact Thomas J. Valenti of my staff at (202) 268-3831.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Sgro". The signature is written in a cursive style with a large initial "P" and a long, sweeping underline.

Peter A. Sgro  
Acting Manager  
Contract Administration APWU/NPMHU

Mr. Jim Lingberg  
Director, Maintenance Craft Division  
American Postal Workers Union, AFL-CIO  
1300 L Street NW  
Washington, DC 20005-4128

Re: H7C-NA-C 19022

Dear Mr. Lingberg:

As a prearbitration settlement of the above case, we mutually agree that Handbook F-10, Travel Policy, or its successor, will be revised in accordance with the procedures set forth in Article 19 to reflect the following:

A bargaining unit employee may voluntarily vacate a reserved seat on an overbooked flight only if it does not interfere with official business and no additional expenses are incurred (payment for travel time, including premium pay, lodging, per diem, etc.).

Any voluntary vacating of a reserved seat on a flight is solely for the bargaining unit employee's personal benefit, and not for the Postal Service's benefit.

Bargaining unit employees may not voluntarily vacate a reserved seat on an overbooked flight if it would prevent them from working their normal work schedule or if it would otherwise interfere with official business in any way.

Bargaining unit employees may keep any compensation offered by the airline for voluntarily vacating a reserved seat. However, if a bargaining unit employee is refused seating on an overbooked flight by the airline, any payment received as a result must be turned over to the Postal Service in accordance with applicable regulations.

If a bargaining unit employee who is eligible to be paid (compensable and/or non-compensable time) during travel voluntarily vacates a seat, the employee will be paid only for those creditable hours (compensable and/or non-compensable time) which would have been spent in travel status if the employee had not voluntarily vacated the reserved seat.

Any additional hours spent in travel status as a result of voluntarily vacating a reserved seat do not constitute and will not be considered "actual work" (compensable and/or non-compensable time) for FLSA administration purposes.

If at any point, it is determined that FLSA requires payment for the additional time spent in travel status due to a bargaining unit employee voluntarily vacating a reserved seat, this settlement will become null and void and bargaining unit employees will no longer be permitted to voluntarily vacate reserved seats on overbooked flights.

Additionally, the APWU agrees to hold the USPS harmless if any possible liability arises as a result of this agreement.

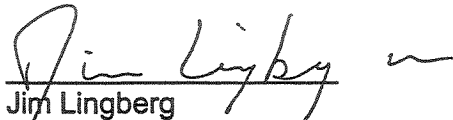
Except as provided in this settlement agreement, nothing in this settlement agreement abrogates or waives either party's rights or obligations under the collective bargaining agreement.

Please sign and return the one copy of this letter as your acknowledgment of agreement to settle case H7C-NA-C 19022 in its entirety and remove it from the pending national arbitration listing.

Sincerely,



Lisa Hambalek  
Labor Relations  
U.S. Postal Service



Jim Lingberg  
Director, Maintenance Craft Division  
American Postal Workers Union,  
AFL-CIO

DATE: 3/24/99



United States Postal Service  
475 L'Enfermeur P.O. Box SW  
Washington DC 20260

Mr. Randy Sutton  
Assistant Director  
Maintenance Craft Division  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, N.W.  
Washington, DC 20005-4128

Re: HOT-2H-C 1012  
CLASS ACTION  
CHARLESTON SC 29423

Dear Mr. Sutton:

Recently, we met to discuss the above-captioned case at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns the applicable "lowest available government rate" for cost comparison purposes when an employee uses his personal vehicle on official travel.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case.

The parties at this step agree that this grievance may be resolved by application of the memorandum jointly issued by William J. Downes, Director of the Office of Contract Administration and William P. Tayman, Director of Accounting on May 14, 1987, entitled "Travel: Using Discount Fares." (Herein attached as Exhibit 1) Furthermore, while "[t]he lowest available rate is the least costly service available from the airlines at the time reservations could have/would have been made", the parties understand that a seat must have been available at quoted rate when the reservations were made.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

SUTTON

Time limits were extended by mutual consent.

Sincerely,

*Reginald F. Yatchik*  
 \_\_\_\_\_  
 Reginald F. Yatchik  
 Grievance and Arbitration  
 Labor Relations

*Randy Sutton*  
 \_\_\_\_\_  
 Randy Sutton  
 Assistant Director  
 Maintenance Craft Division  
 American Postal Workers  
 Union, AFL-CIO

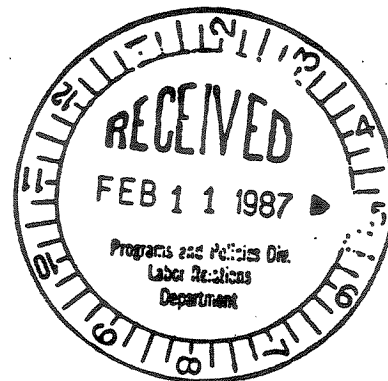
Date: 3-29-93

# UNITED STATES POSTAL SERVICE

Washington, DC 20260

DATE: February 10, 1987  
OUR REF: DC220:LNMcCall:4.16:431.4:20260-5211  
SUBJECT: Travel - Using Discount Fares

TO: John R. Mularski, General Manager  
Programs and Policies Division  
Office of Contract Administration  
Labor Relations Department



Reference is made to your attached memorandum relative to the American Postal Workers Union, AFL-CIO (APWU), request to be provided a policy statement concerning the use of discount fares. The following responses coincide to itemized questions which you posed in your memorandum.

1. Postal Service policy is that you must use the least costly services available, taking into account the need for reasonable convenience, safety, and comfort in accordance with Section 421 of Handbook F-10.
2. "Super Savers" are not mandatory because some of the following restrictions would not be cost effective for Postal Service travel:
  - Saturday night stayover's.
  - Cancellation fees applicable to 30 and 21 day advance reservations.
  - Some government rates are lower than "Super Savers".
  - Seat Restrictions - Only a limited number of "Super Savers" per flight are available.

Management must be considerate when making reservations and every effort must be made to schedule flights as near as possible to the persons work schedule, or to reschedule the employee's work hours if very early or late flights are ticketed.

3. When an employee is authorized to travel using a privately-owned automobile, the lowest available government rate should be used for comparison purposes.
4. The traveler should not bear any cost if the discount travel reservations are not made or not used unless it is proven without doubt that the traveler was negligent when ticketing the flight.

If you have any further questions, please contact Lou McCall on extension 3320.



Elmer A. Fode, General Manager  
Assets and Payables Systems Division  
Office of Accounting

Attachment

UNITED STATES POSTAL SERVICE

Washington, DC 20260

May 12, 1987

DC220:LNMcCall:dbs:6.2:431.4:20260-5211

Travel Policy

Mgr. Mgmt. Info. Systems \_\_\_\_\_  
 Mgr. Accounting Service \_\_\_\_\_  
 Mgr. Bud. & Fin. Analysis \_\_\_\_\_  
 Mgr. Systems Compliance \_\_\_\_\_ ✓

cc D. Pugherty -

Philip J. Myers  
 Division Controller  
 Office of the Field Division Manager/Postmaster  
 1001 California Avenue  
 Pittsburgh, PA 15290-9998

*CPM*  
5/14/87

Call

Reference is made to your memorandum of April 1, relative to our memorandum of February 10, concerning official travel and use of discount fares.

The lowest available government rate, in the memorandum you question, was intended to mean the least expensive service available that can be obtained by the Postal Service. This includes, but is not limited to, all types of government rates offered by airlines including GSA contract rates; "Super Savers"; "Maxi Savers"; economy class; tourist class; coach and any other special fares.

Handbook P-10, Sub Chapter 435, "Comparing costs of a POV against costs of common carrier transportation," is still the policy of the Postal Service. All costs referenced in this section should be considered when making a comparison. If air travel is authorized, the cost of the least expensive service available should be utilized.

Clarification of our February 10 memorandum, has been sent to Programs and Policies Division, Office of Contract Administration, Human Resources Group, Headquarters and a joint memorandum will be forthcoming.

*Elmer A. Fode*

Elmer A. Fode, General Manager  
 Assets and Payables Systems Division  
 Office of Accounting

RECEIVED

MAY 18 1987

*Richard J. ...*  
 MAIL ROOM  
 ALERYS ...



12 7 00 0-DUAM 202 200 0200: 11 /

✦

# UNITED STATES POSTAL SERVICE

Washington, DC 20260

DATE: May 14, 1987

OUR REF: LR420:JSPalmer:amc:20260-4127

SUBJECT: Travel: Using Discount Fares

TO: Field Directors, Human Resources  
Controllers

A number of questions have been raised recently regarding the U.S. Postal Service's policy concerning air travel and the use of discount fares. The following information will serve as official guidance relative to this subject.

When traveling on commercial airlines, postal employees must use the least costly service available, taking into account the need for reasonable convenience, safety, and comfort in accordance with Section 421 of Handbook F-10, Travel. Least costly service is interpreted to mean the least expensive service available from the airlines at the time reservations are made for the travel. This does not necessarily mean mandatory use of the so-called "Super Savers" or "Maxi Savers" flights, as such fares may result in other costs such as a required Saturday night stayover; cancellation fees if advance reservations are changed; and/or unreasonable or inconvenient pre-travel arrangements.

When airline reservations are made, due consideration must be given to an employee's regularly scheduled workhours to allow for reasonable time between work termination and flight departure time.

The traveler should not bear any cost if the discount travel reservations are not made or not used unless it is shown that the traveler was negligent when ticketing or canceling the flight.

-111101T


T


Field Directors, Human Resource  
Controller

2

In those instances when an employee is authorized to travel using a privately-owned automobile, the lowest available rate should be used for comparison purposes. (The lowest available rate is the least costly service available from the airlines at the time reservations could have/would have been made.) This includes, but is not limited to, all types of government rates offered by airlines including GSA contract rates, "Super Savers", "Maxi Savers", economy class, tourist class, coach and other special fares. (Refer also to Section 435, Handbook F-10.)

Should you have any questions concerning this matter, please contact Joan Palmer, Labor Relations Department, on PEN 268-3842 or Louis McCall, Department of the Controller, on PEN 268-3320.

  
William J. Downes  
Director  
Office of Contract Admin.  
Labor Relations Department

  
William P. Teyman, Jr.  
Director  
Office of Accounting  
Department of the Controller

cc: Regional Managers, Labor Relations  
Regional Managers, Accounting and Systems  
Compliance

LABOR RELATIONS

UNITED STATES POSTAL SERVICE  
475 L'ENVOY PLAZA SW  
WASHINGTON DC 20260-4000

July 27, 1993

Mr. Mos Biller  
President  
American Postal Workers Union,  
AFL-CIO  
1300 L Street, N.W.  
Washington, DC 20005-4128

Mr. Vincent R. Sombrotte  
President  
National Association of Letter  
Carriers, AFL-CIO  
100 Indiana Avenue, N.W.  
Washington, DC 20001-2196



Gentlemen:

This is to inform you that the Postal Service is changing the long-standing policy that frequent flyer benefits, accumulated as a result of official business travel, could be used only to upgrade accommodations or obtain free tickets for official travel. We are now changing that policy to allow employees to use accumulated frequent flyer benefits for personal travel.

A Postal Bulletin notice will be issued shortly announcing the change in policy and updating Handbook F-10, Travel Policy. If there are any objections to this policy change, please contact John Dockins of my staff immediately at (202) 268-3833.

Sincerely,

Sherry A. Cognoli  
Manager  
Contract Administration (NALC/NRLCA)



UNITED STATES POSTAL SERVICE  
475 L'Enfant Plaza, SW  
Washington, DC 20260

ARTICLE	19
SECTION	ELM
SUBJECT	TRAVEL

Mr. Jim Lingberg  
National Representative-at-Large  
Maintenance Craft Division  
American Postal Workers Union,  
AFL-CIO  
817 - 14th Street, N.W.  
Washington, D.C. 20005-3399

AUG 13 1986

Re: M. Moore  
Joliet, IL 60436-9998  
H4C-4A-C 10349

Dear Mr. Lingberg:

On July 23, 1986, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is entitlement to pay for travel within a 50-mile radius.


After reviewing this matter, we mutually agreed that the issue of what is a local commuting area is a noninterpretive issue and must be determined in each case based on the particular facts involved, including both whether the travel involved is within a distance of fifty miles and whether it is within the suburban area immediately surrounding the employee's duty station.


Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,

  
Margaret H. Oliver  
Labor Relations Department

  
Jim Lingberg  
National Representative-at-Large  
Maintenance Craft Division  
American Postal Workers Union,  
AFL-CIO



UNITED STATES POSTAL SERVICE  
ROOM 9014  
475 L ENFANT PLAZA SW  
WASHINGTON DC 20260-4100  
TEL (202) 268-3816  
FAX (202) 268-3074

OFFICE OF THE  
ASSISTANT POSTMASTER GENERAL  
LABOR RELATIONS DEPARTMENT

Mr. Teddie Days  
Assistant Director  
Motor Vehicle Service Division  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, N.W.  
Washington, DC 20005-4128

Re: H7V-4J-C 24562  
Class Action  
Racine, WI 53403

Dear Mr. Days:

Recently, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is entitlement to pay for travel within a fifty-mile radius.


After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. The issue of what is a local commuting area is a non-interpretive issue and must be determined in each case based on the particular facts involved, including both whether it is within the suburban area immediately surrounding the employee's official duty station and whether the travel involved is within a distance of fifty miles.


Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,

  
\_\_\_\_\_  
Patricia Heath  
Grievance and Arbitration  
Division

  
\_\_\_\_\_  
Teddie Days  
Assistant Director  
Motor Vehicle Service  
Division  
American Postal Workers  
Union, AFL-CIO

Date: 9-30-91



OFFICIAL OLYMPIC SPONSOR



UNITED STATES POSTAL SERVICE  
475 L'ENFANT PLAZA SW  
WASHINGTON DC 20260

Mr. Thomas Thompson  
Assistant Director  
Clerk Craft Division  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, N.W.  
Washington, DC 20005-4128

Re: H7C-4K-C 28684  
CLASS ACTION  
CEDAR RAPIDS IA 52401

Dear Mr. Thompson:

Recently, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns the meaning of the "within 100 mile" limit in Article 12.

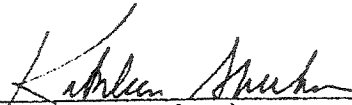
After discussion, we agreed to settle this grievance as follows:

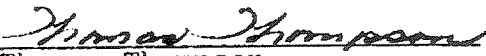
The 100 mile criteria identified in Article 12, (e.g. 12.5.C.1.b, 12.5.C.1.d, 12.5.C.1.f, 12.5.C.5.b.(1), and 12.5.C.5.b.(1)(b) is measured as the shortest actual driving distance between installations.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to settle this case.

Time limits were extended by mutual consent.

Sincerely,

  
Kathleen Sheehan  
Grievance and Arbitration  
Labor Relations

  
Thomas Thompson  
Assistant Director  
Clerk Craft Division  
American Postal Workers  
Union, AFL-CIO

Date: 7-23-93



RECEIVED IN THE OFFICE OF

UNITED STATES POSTAL SERVICE  
475 L'Enfant Plaza SW  
Washington, DC 20260

APR 6 1983

April 5, 1983

Mr. James I. Adams  
Assistant Director  
Maintenance Division  
American Postal Workers  
Union, AFL-CIO  
817 - 14th Street, N.W.  
Washington, D.C. 20005-3399

ARTICLE	8	JAMES I. ADAMS
SECTION	4 B	
SUBJECT		

*Travel for Interview*

Re: M. Nelson  
Monroe, LA 71203  
H1C-3Q-C 12818

Dear Mr. Adams:

This replaces a decision dated March 4, 1983.

On January 16 and March 30, 1983, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the National Agreement.

The question raised in this grievance involved the grievant's entitlement to out-of-schedule pay for time spent outside his regular schedule in travel and being interviewed for a position.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. There is no dispute between the parties at Step 4 relative to the time involved in this case being handled on a no-loss-no-gain basis.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing if necessary.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Sincerely,

Margaret H. Oliver  
Labor Relations Department

James I. Adams  
Assistant Director  
Maintenance Division  
American Postal Workers Union,  
AFL-CIO



UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza SW  
Washington, DC 20260

September 14, 1983

Mr. Kenneth D. Wilson  
Assistant Director  
Clerk Division  
American Postal Workers Union,  
AFL-CIO  
817 14th Street, N.W.  
Washington, D.C. 20005-3395

ARTICLE	2
SECTION	4.19
SUBJECT	<i>Internal</i>
	<i>External</i>

Re: G. Usher  
Naples, FL 33940  
B1C-3W-C 15084

Dear Mr. Wilson:

On July 15, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the grievant is entitled to paid time for an inservice examination for possible voluntary reassignment to a position in the same wage level.

After further review of the matter, we agreed that there was no national interpretive issue fairly presented as to the meaning and intent of Articles 8 and 19 of the National Agreement.

The parties at this level agree that such inservice examinations are conducted on a "no loss - no gain" basis.


Accordingly, we agreed to remand this case to Step 3 for further consideration by the parties.

Please sign and return the enclosed copy of this decision as acknowledgment of agreement to remand this grievance.

Time limits were extended by mutual consent.

Sincerely,

  
A. J. Bonson  
Labor Relations Department

  
Kenneth D. Wilson  
Assistant Director  
Clerk Division  
American Postal Workers Union,  
AFL-CIO



*In Service to you  
Compassionately*



RECEIVED

UNITED STATES POSTAL SERVICE  
Labor Relations Department  
475 L'Enfant Plaza, SW  
Washington, DC 20260-4100

JUN 15 1987

*Richard I. Wevodau*  
MAINTENANCE DIVISION, DIRECTOR  
AMERICAN POSTAL WORKERS UNION

Mr. Richard I. Wevodau  
Director  
Maintenance Craft Division  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, N.W.  
Washington, DC 20005-4107

JUN 11 1987,

Re: Class Action  
Atlanta, GA 30304  
H4T-3D-C 20755

Dear Mr. Wevodau:

On June 2 and June 9, 1987, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management has a contractual obligation to grant an employee a change of schedule to take an inservice examination.

During our discussion, we mutually agreed there is no contractual obligation to change schedules under the above circumstances. We further agreed that employees may submit a PS Form 3189 requesting a change of schedule; however, whether or not such requests are granted is at management's discretion.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle this case.

Time limits were extended by mutual consent.

Sincerely,

*Andre B. Buchanan*  
Andre B. Buchanan  
Grievance & Arbitration  
Division

*Richard I. Wevodau*  
Richard I. Wevodau  
Director  
Maintenance Craft Division  
American Postal Workers  
Union, AFL-CIO



RECEIVED IN THE OFFICE OF

NOV 22 1983

JAMES I. ADAMS

UNITED STATES POSTAL SERVICE  
475 L'Enfant Plaza, SW  
Washington, DC 20260

NOV 21 1983

Mr. James I. Adams  
Research and Education Director  
Maintenance Division  
American Postal Workers  
Union, AFL-CIO  
817 14th Street, N.W.  
Washington, D.C. 20005-3399

ARTICLE	8
SECTION	4 A
SUBJECT	INSERVICE EXAMS

Dear Mr. Adams:


On November 14 you met with Frank Dyer in prearbitration discussion of H8C-4B-C 29625/A8-C 2460, Battle Creek, Michigan. The question in this grievance is whether management violated the National Agreement by not compensating employees for time spent outside their normal schedule completing an inservice examination.

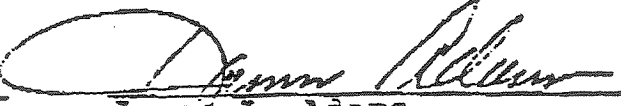
It was mutually agreed to full settlement of this case as follows:

1. Inservice examinations are to be conducted on a no-gain-no-loss basis.
2. Management will not intentionally schedule inservice examinations in order to avoid any payment applicable under the no-gain-no-loss principle.

Please sign and return the enclosed copy of this letter acknowledging your agreement with this settlement, withdrawing H8C-4B-C 29625/A8-C 2460 from the pending national arbitration listing.

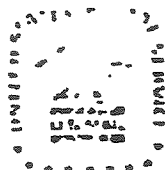
Sincerely,

  
 William E. Henry, Jr.  
 Director  
 Office of Grievance and  
 Arbitration  
 Labor Relations Department

  
 James I. Adams  
 Research and Education  
 Director  
 American Postal Workers  
 Union, AFL-CIO

11/22/83  
Date

Enclosure

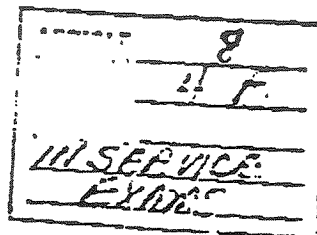


*Handwritten scribbles and markings at the top right of the page.*

UNITED STATES POSTAL SERVICE  
475 L'Entant Plaza, SW  
Washington, DC 20260

NOV 28 1983

Mr. Gerald Anderson  
Assistant Director  
Clerk Division  
American Postal Workers  
Union, AFL-CIO  
817 14th Street, N.W.  
Washington, D.C. 20005-3399



Dear Mr. Anderson:

On November 21 you met with Frank Dyer in prearbitration discussion of H1C-3W-C 23194, Ft. Pierce, Florida. The question in this grievance is whether employees are entitled to overtime pay for time spent taking a typing test.

It was mutually agreed to full settlement of this case as follows:

In service examinations will be conducted on a no-gain-no-loss basis.

Please sign the enclosed copy of this letter acknowledging your agreement with this settlement, withdrawing H1C-3W-C 23194 from the pending national arbitration listing.

Sincerely,

*W. E. Henry, Jr.*  
\_\_\_\_\_  
William E. Henry, Jr.  
Director  
Office of Grievance and  
Arbitration  
Labor Relations Department

*Gerald Anderson* *12/14*  
\_\_\_\_\_  
Gerald Anderson  
Assistant Director  
Clerk Division  
American Postal Workers  
Union, AFL-CIO  
Date

Enclosure



UNITED STATES POSTAL SERVICE  
475 L'Enfant Plaza, SW  
Washington, DC 20260

OCT 5 1982

Mr. Kenneth Wilson  
Administrative Aide,  
Clerk Craft  
American Postal Workers Union,  
AFL-CIO  
817 - 14th Street, N.W.  
Washington, D.C. 20005

ARTICLE	8
SECTION	4 B
SUBJECT	TRAINING

Dear Mr. Wilson:


On October 1, you met with Frank Dyer in pre-arbitration discussion of E1C-2F-C 894, Reading, PA. The question in this grievance is whether management violated Article 8 by not paying the grievants for time spent traveling from their home office to the MSC for training. The Union also feels that two of the grievants should be paid for waiting on another employee to complete his training.

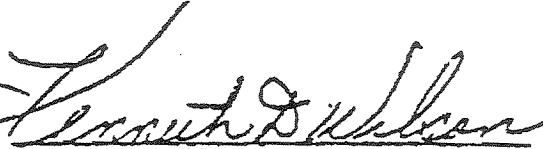
After a discussion of the issues it was mutually agreed to full settlement of the case as follows:

The two employees who were required by the Postal Service to wait until another employee completed his training will be compensated for the waiting period.

Please sign the copy of this letter acknowledging your agreement, withdrawing E1C-2F-C 894 from the national arbitration listing.

Sincerely,

  
William E. Henry, Jr.  
Director  
Office of Grievance  
and Arbitration  
Labor Relations Department

  
Kenneth Wilson  
Administrative Aide,  
Clerk Craft  
American Postal Workers Union,  
AFL-CIO



UNITED STATES POSTAL SERVICE  
475 L'Enfant Plaza, SW  
Washington, DC 20260

Mr. Richard I. Wevodau  
Director  
Maintenance Craft Division  
American Postal Workers  
Union, AFL-CIO  
817 14th Street, N.W.  
Washington, D.C. 20005-3399

MAR 14 1984

ARTICLE	8
SECTION	4 B
SUBJECT	FITNESS FOR DUTY

H1C-4F-C 19109

Dear Mr. Wevodau:


On March 12 you met with Frank Dyer in prearbitration discussion of H1C-4F-C 19109, Columbus, Ohio. The question in this grievance is whether the grievant was properly compensated for taking a fitness-for-duty examination on her off day.

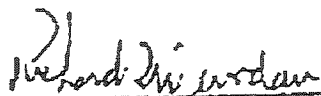
It was mutually agreed to full settlement of this case as follows:

The grievant will be compensated for time spent taking the examination, including travel time. (It should be noted that since the grievant has already been paid for the time spent taking the examination, the only monies due is for travel.)

Please sign and return the enclosed copy of this letter acknowledging your agreement with this settlement, withdrawing H1C-4F-C 19109 from the pending national arbitration listing.

Sincerely,

  
William E. Henry Jr.  
Director  
Office of Grievance and  
Arbitration  
Labor Relations Department

  
Richard I. Wevodau  
Director  
Maintenance Craft  
Division  
American Postal Workers  
Union, AFL-CIO

3/27/84  
Date

Enclosure



UNITED STATES POSTAL SERVICE  
Labor Relations Department  
475 L'Enfant Plaza, SW  
Washington, DC 20260-4100

Mr. William Burrus  
Executive Vice President  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, N.W.  
Washington, DC 20005-4107

APR 14 1988

Re: H7C-NA-C 6

Dear Mr. Burrus:

On February 19, 1988, David Cybulski and Charles Dudek met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.


The issue in this grievance is whether management may compel employees to use their privately owned vehicles (POV) for transportation from one postal facility to another to participate in job-related training.

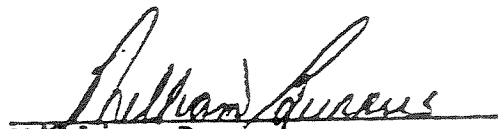
During our discussion, we mutually agreed that no craft employee represented by the APWU may be coerced into furnishing a privately owned vehicle or carrying passengers therein without the employee's consent.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to settle this case.

Time limits were extended by mutual consent.

Sincerely,

  
David P. Cybulski  
Acting General Manager  
Grievance & Arbitration  
Division

  
William Burrus  
Executive Vice President  
American Postal Workers  
Union, AFL-CIO

DATE: December 26, 1986

REF:

SUBJECT: Use of Personal Vehicles While on Duty

I have reviewed the questions presented

They relate to the situation where a Postal employee is traveling in their personal vehicle while in an on-duty status and is involved in an accident. This is a common situation, and the answers to the questions presented are quite clear.

The Postal Service will pay damages to the other vehicle if it is established that the Postal Service employee was negligent. This is also true as to personal injury damages to the driver of the other vehicle. The Postal Service will not pay for the damage done to the vehicle of the Postal employee. The Postal employee will be entitled to benefits from OWCP under the Federal Employees Compensation Act, if he is injured.

Fault does not enter into whether the Postal Service would pay damages, except in determining whether payments are due to the driver or owner of other vehicles involved in the accident or other parties injured in such an accident. The Postal Service is liable for any such damages which are attributable to the wrongful or negligent conduct of a Postal Service employee acting in the scope of his or her employment. The Postal employee is entitled to OWCP benefits whether or not he or she was at fault in the accident. The Postal Service will not pay damages to the employee's vehicle, even when the employee is not at fault.

The Postal Service will not pay any increase in premiums if the insurance company charges more as a result of use of a private vehicle in Postal employment. The Postal Service will pay medical care for non-employees injured as a result of the wrongful or negligent acts of a Postal employee, acting in the scope of their employment; and any other damages which a court might determine to be payable as a result of the wrongful or negligent acts of the Postal employee. The Postal employee would be covered by the OWCP just as if they were hurt in an industrial accident on the workroom floor.

RE: Use of Personal Vehicles While on Duty  
December 26, 1986  
Page 2

The primary difference in the situation where the Postal employee is driving a Postal vehicle and when they are driving their personal vehicle is that the Postal Service will not be responsible for damages to the private vehicle of the Postal employee, whether or not the Postal employee was at fault in the accident. The Postal Service will be responsible for damages to the Postal vehicle in such situations, except to the extent that Section 3 of Article 28 of the National Agreement might be applicable.

There are some circumstances where Postal employees have contracted to use their private vehicles in the performance of Postal Service duties. In such situations, it is possible that there may be some right to order them to use their private vehicle. That is a question which I will have to leave to Postal Service Labor lawyers. Unless there is a contract between the employee and the Postal Service for the use of the private vehicle, there would never be any circumstances in which the Postal Service could order the employee to use his private vehicle. If such an order were given, the employee would be entitled to refuse to obey. It would be a wrongful effort to exert dominion over private property on behalf of the Federal Government. The Judicial process for such an exercise is quite detailed, and the Postal Service only follows such judicial route under the most unusual of circumstances. This would never be applicable to an effort to require an employee to use his personal vehicle for Postal Service purposes.

There are some private automobile insurance policies, which contain language which can be interpreted to include the United States as an additional insured. Extensive litigation has established that the Postal Service is entitled to claim the benefits of such insurance policies, even though the premium has been paid by the employee. Many insurance companies have added exclusionary language to the policies, which will eliminate this right of the Postal Service. Where the United States is included as an additional insured and there is no exclusionary language, the Postal Service will refer any claims by outsiders to the insurance company of the employee. This may have the practical effect of raising the premium, which must be paid by the employee. If an employee is concerned about such a possibility, it would be well for him to review the language in his automobile insurance policy with the agent of the insurance company.



Lyman T. Johnston  
Regional Counsel





Mr. Bobby Donelson  
National Representative at Large  
Maintenance Division  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, NW  
Washington, DC 20005-4128

Re: H94T-4H-C 97091199  
Class Action  
St. Petersburg, FL 33730-9998

Dear Mr. Donelson:

Recently, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the Postal Service violated the National Agreement in its application of per diem when employees were charged for food and drink between the set meal times while attending training at the National Center for Employee Development (NCED)<sup>1</sup>.

After reviewing this matter, the parties mutually agreed that no national interpretive issue is fairly presented in this case. There is no obligation for the Postal Service to provide food or drink outside the criteria established in the F-15 handbook, Travel and Relocation, Appendix A-2.6 entitled "Special Situations – Meal Reductions."

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing or to be scheduled for arbitration, as appropriate. If this case was withdrawn from regional arbitration prior to referral to Step 4, it will be returned to the same stage of arbitration in accordance with the Memorandum of Understanding entitled "Step 4 Procedures."

Please sign and return the enclosed copies of this letter as your acknowledgement of agreement to remand this case.

Time limits at this level were extended by mutual consent

Handwritten signature of Thomas J. Valenti in cursive.

Thomas J. Valenti  
Labor Relations Specialist  
Contract Administration

Handwritten signature of Bobby Donelson in cursive.

Bobby Donelson  
National Representative at-Large  
Maintenance Division  
American Postal Workers Union,  
AFL-CIO

October 31, 2000

<sup>1</sup> Previously called the Technical Training Center (TTC).



Mr. Bobby Donelson  
Representative at Large  
Maintenance Division  
American Postal Workers Union  
AFL-CIO  
1300 L Street, NW  
Washington, DC 20005-4128

RE: A90T-1A-C 94000111  
Misiano, C.  
Hauppauge, NY 11760-9998

Dear Mr. Donelson:

Recently, we met to discuss the above captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated the National Agreement when employees were prohibited from smoking and consuming alcoholic beverages in their rooms while attending classes at the National Center for Employee Development (formerly the Technical Training Center).

After reviewing this matter, we mutually agree that no national interpretive issue is fairly presented in this case. The parties agree that the use of intoxicating beverages is governed by the Employee and Labor Relations Manual (ELM), Section 661.54 and that the issue concerning smoking was resolved in the prearbitration settlement of case Q90C-4Q-C 93044076/HOC-NA-C 19020 (copy attached).

Accordingly, we agreed to remand this case to the parties at Step 3 for application of the prearbitration settlement and application of the ELM language.

Please sign and return the enclosed copy of this letter as your acknowledgement of agreement to remand this case.

Time limits at Step 4 were extended by mutual consent.

Sincerely,

Handwritten signature of Thomas J. Valenti in cursive.

Thomas J. Valenti  
Labor Relations Specialist  
Contract Administration

Handwritten signature of Bobby Donelson in cursive.

Bobby Donelson  
Representative-at-Large  
Maintenance Division  
American Postal Workers Union  
AFL-CIO

Attachment

August 24, 2000

Associate Ethical Conduct Officer, the employee exercises good judgment as to the course of action which best serves the public interest and will as soon as possible thereafter make full disclosure of circumstances and actions to the Associate Ethical Conduct Officer.

661.436 No employee will accept a gift, present, decoration, or any other thing from a foreign government unless authorized in accordance with section 7342 of Title 5, United States Code. See USPS Headquarters Circular 80-11 for instructions on the implementation of this statute.

661.437 A gift, the receipt of which is prohibited by this Code, will be returned to the donor with a written explanation of the reason for return. If the return of the gift is not feasible, the gift will be given to the Associate Ethical Conduct Officer with a written explanation of why the return is not feasible. The Associate Ethical Conduct Officer will turn the gift over to a public or private charity or charitable institution and make a record of its disposition.

#### 661.5 **Other Prohibited Conduct**

##### 661.51 **Discrimination**

No employee while acting in an official capacity will directly or indirectly authorize, permit, or participate in any action, event, or course of conduct which subjects any person to discrimination, or results in any person being discriminated against, on the basis of race, color, religion, sex, national origin, age (40+), or physical or mental handicap, or any other nonmerit factor.

##### 661.52 **Unofficial Use of Government Property or Services**

No employee will use, directly or indirectly, or allow the use of Postal Service or government property or services, including property leased to the Postal Service or government agency, for other than officially approved activities. Employees have a positive duty to protect and conserve Postal Service property, including equipment, supplies, and other property entrusted or issued to them.

##### 661.53 **Unacceptable Conduct**

No employee will engage in criminal, dishonest, notoriously disgraceful or immoral conduct, or other conduct prejudicial to the Postal Service. Conviction of a violation of any criminal statute may be grounds for disciplinary action by the Postal Service, in addition to any other penalty by or pursuant to statute.

##### 661.54 **Use of Intoxicating Beverages**

No employee will habitually use intoxicating beverages in excess. No employee will drink beer, wine, or other intoxicating beverages while on duty. No employee will begin work or return to duty while intoxicated. No employee will drink intoxicating beverages in a public place while in uniform. Unless the Postmaster General specifically authorizes an exception (as in the case, for example, of an official reception) no employee will have or bring any container of beer, wine, or other intoxicating beverage on premises occupied by a postal facility, whether or not the container has been opened.

Mr. William Burrus  
Executive Vice President  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, N.W.  
Washington, DC 20005-4128

Re: HOC-NA-C 19020  
Q90C-4Q-C 93044076

Dear Mr. Burrus:

Recently we met in a pre-arbitration discussion of the above cases.


The issue in these cases is whether management violated Article 19 of the National Agreement in the issuance of the 1993 revision of Section 880 of the Employee and Labor Relations Manual regarding smoking.


We mutually agree that consistent with the provisions of Section 880 of the Employee and Labor Relations Manual, smoking is prohibited in all postal facilities. However, safety and health committee union representatives shall participate in the selection of designated smoking areas on postal property outside of postal facilities, where designation of such smoking areas is feasible. In those installations that do not have a safety and health committee, the union president shall participate in the selection of designated smoking areas. Employee convenience, safety, health, housekeeping, and public access will be considered in the identification of designated smoking areas.

This settlement resolves all locally filed grievances and cases pending with the National Labor Relations Board relating to the smoking policy.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to settle these cases, withdrawing case number HOC-NA-C 19020 and Q90C-4Q-C 93044076.

Sincerely,

  
\_\_\_\_\_  
Anthony J. Vegliante  
Manager  
Grievance and Arbitration  
Labor Relations

  
\_\_\_\_\_  
William Burrus  
Executive Vice President  
American Postal Workers  
Union, AFL-CIO

Date: 3-21-95

LABOR RELATIONS



August 27, 1999

Mr. James Lingberg  
Assistant Director  
Maintenance Division  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, NW  
Washington, DC 20005-4128

Dear Jim:

This is in further regard to your discussions with Thomas J. Valenti of my staff concerning grievance processing at the National Center for Employee Development (NCED).

As discussed, and consistent with past practice, employees who feel aggrieved at NCED must discuss the grievance with their immediate supervisor pursuant to Article 15, Section 2, Step 1 within fourteen (14) days upon return from NCED.

Should there be any questions regarding the forgoing, you may contact Thomas J. Valenti of my staff at (202) 268-3831.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter A. Sgro".

Peter A. Sgro  
Manager  
Contract Administration

cc: Human Resources Manager (All Areas)  
Mr. Mosier, NCED