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August 18, 1983

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

JAMES I. ADAMS

Re: Class Action
Northport, NY 11768
BIC-1M-C 15981

Dear Mr. Adams:

On August 8, 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 scheduling of part-time flexible employees to work nine hours in a twelve hour period which included a swing period in excess of two hours.

During our discussion, we agreed to remand this case to Step 3 for application of the following language taken from the Step 4 settlement of grievances H8N-3P-C 25588 and H8N-3Q-C 26319:

1. When a part-time flexible employee is notified prior to clocking out that he should return within 2 hours, this will be considered as a split shift and no new guarantee applies.
2. When a part-time flexible employee, prior to clocking out, is told to return after 2 hours, that employee must be given another minimum guarantee of 2 hours work or pay.
3. All part-time flexible employees who complete their assignment, clock out and leave the premises regardless of interval between shifts, are guaranteed 4 hours of work or pay if called back to work. This guarantee is applicable to any size office.

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SECTION	1
SUBJECT	CALL BACK

Mr. Owen Barnett
Assistant Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

FEB 02 1988

Re: T. Reeves
B4C-38-C 61908
Fort Lauderdale, FL 33310

J. Clair
B4C-38-C 61907
Fort Lauderdale, FL 33310

Dear Mr. Barnetts:

On January 21, 1988, we met to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The issue in these grievances is whether the grievants were entitled to an additional guarantee under Article 8 because they were told to go back to work after they had punched off the clock and had not left the premises.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases. We further agreed that this was a local issue suitable for regional determination based upon application of the November 10, 1981, pre-arbitration settlement of case Nos. EBN-37-C 25588 and EBN-30-C 26319, which states in part "employees who complete their assignment, clock out and leave the premises regardless" of interval between shifts, are guaranteed 4 hours of work or pay if called back to work. This guarantee is applicable to any size office."

Accordingly, we agreed to remand these cases to the parties at Step 3 for application of the aforementioned to the specific fact circumstances.

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