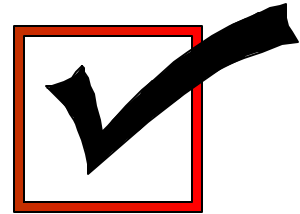


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PTF RIGHTS

"PTF's don't have any rights." "PTF's don't have seniority." "There's nothing in the contract that protects PTF's." Do you remember being told that when you were a part-time flexible? Did you believe it? Are you guilty of telling PTF's even today that they just don't have any rights? It is true that part-time flexible rights under the current National Agreement are limited. We can (and as a matter of policy probably, should) do more for our part-time flexible brothers and sisters. But it is a mistake to simply rely upon part-time flexibles not having any rights. They do have rights. We need to do a better job of enforcing those rights. Let's explore just a few PTF rights together.

No "On-Call" Requirement for PTF's

Part-time flexible's are not required to call the Post Office to ascertain whether their services are needed. Management is obligated to schedule the employee or to contact the employee when their services are needed. By the same token, the PTF is not required to remain at home on-call waiting for the Postal Service to call. Where a schedule for part-time flexibles is posted, it is subject to change without creating an out-of-schedule obligation.



- *Step 4, NB-C 1609, Marion, OH, 10/29/74*
- *Step 4, NC-W 9013, Venice, CA, 11/25/77*
- *Conway letter dated 8/2/78*
- *Step 4, H8N-4B-C 26748/26754, St. Clair Shores, MI, 9/30/82*
- *Step 4, H1C-1J-C 3423, Springfield, MA, 9/2/83*

Guarantees, Call-backs, and Split Shifts for PTF's

Under Article 8.8.C, part-time flexibles in post offices with 200 or more man-years of employment per year are guaranteed four (4) hours of work or pay in lieu thereof for each day they are scheduled to work. Part-time flexibles in all other offices are guaranteed at least two (2)

hours. Where a part-time flexible is not scheduled for any hours during a pay period they are entitled to pay for either four (4) or two (2) hours.

- ***Management Instruction EL-440-81-9, 10/24/91***
- ***Gillespie letter dated 12/23/74***

Part-time flexibles can be scheduled for split shifts. A split shift occurs when, prior to clocking out, a part-time flexible is told to return to work within two (2) hours. In this case, no new work hour guarantee applies. However, if prior to clocking out, the PTF is told to return to work after two (2) hours, then this PTF will be guaranteed a minimum of two (2) additional hours work or pay.

- ***Employee & Labor Relations Manual, Part 432.62***
- ***USPS Handbook F-401, Section 4.C***
- ***Management Instruction EL-440-81-9, 10/24/91***
- ***Arbitrator Garrett (National Panel)), N-E 123, 12/1/72***
- ***Labor Relations Reporter, 5/24/74***
- ***Step 4, H8N-3P-C 25588/H8N-3Q-C 26319, 11/10/81***
- ***Step 4, H8N-1N-C 23559, Rutherford, NJ, 01/27/82***
- ***Step 4, H1C-5D-C 1292, Portland, OR, 5/6/82***
- ***Step 4, H1N-3P-C 4870, Asheville, NC, 7/8/82***
- ***Step 4, H1N-1N-C 69, Ridgefield, CT, 01/20/83***
- ***Step 4, H1C-1E-C 20251, Westport, MA, 8/13/84***
- ***Step 4, H1C-5D-C 26687, Seattle, WA, 02/20/85***
- ***Step 4, H4V-4B-C 411, Grand Rapids, MI 5/21/85***
- ***Step 4, H7N-3Q-C 28062, Monroe, LA, 9/12/90***

A call-back occurs when an employee completes a scheduled tour of duty and clocks out and subsequently is told to clock in and return to work. When a part-time flexible is called-back, he/she is guaranteed four (4) hours of work or pay, regardless of the office size.

- ***Employee & Labor Relations Manual, Part 432.62***
- ***USPS Handbook F-401, Section 4.F***
- ***Management Instruction EL-440-81-9, 10/24/91***
- ***Step 4, H8N-3P-C 25588/H8N-3Q-C 26319, 11/10/81***
- ***Step 4, H8N-1N-C 23559, Rutherford, NJ, 01/27/82***
- ***Step 4, H1N-3P-C 4870, Asheville, NC, 7/8/82***

Priority for available work hours over casuals and TE's

As previously noted, PTF's have very limited work hour guarantees. However, where management chooses to also employ either casuals or TE's, additional obligations to PTF employees then are created. Article 7.1.B.2 requires that during the course of a service week, the Employer must make every effort to use available and qualified PTF employees at the straight time rate before using casuals. Article 7.1.C.1.b requires that over the course of a pay period, the Employer will make a reasonable effort to use qualified and available PTF employees at the straight time rate before using TE's in the same work location and tour.

- *Step 4, NC-S 3773, Broken Arrow, OK, 2/7/77*
- *Step 4, NC-# 7069, Irwin PA, 8/16/77*
- *Step 4, A8-E 03207, Pittsburgh, PA, 11/21/79*
- *Arbitrator Gamser (National Panel), AC-C 13148/14767, 12/20/79*
- *Step 4, A8-C 0721, Omaha, NE, 7/17/80*
- *Step 4, A8-W 0903, Phoenix, AZ, 10/2/80*
- *Step 4, H1C-4A-C 6306, 12/14/82*

PTF's limited to 12 hours in one service day.

The eight (8) within nine (9) or ten (10) provision in Article 8.1 does not apply to part-time flexibles. Neither does the limitation in Article 8.5.F which restricts full-time employees not on the OTDL from being required to work beyond 10 hours on a regular scheduled day. PTF's can be required to work beyond 10 hours. Their work day of 8 straight time hours (or less) may be spread over more than 10 hours as well (always remembering the split shift and call-back rules discussed elsewhere). However, part-time flexible employees may not normally be required to work beyond 12 hours in one service day (including meal time and down time for a split shift).

- *Employee & Labor Relations Manual, Part 432.32.c*
- *Step 4, H4C-1J-C 17391, Watertown, CT, 3/11/87*
- *Step 4, H1C-1L-C 9117, Manati, PR, 6/17/83*
- *Step 4, H4C-2U-C 807/1396, Roanoke, VA, 4/22/86*

Sick Leave

Part-time flexibles's should be granted sick leave commensurate with hours the employee would have been scheduled to work. If there is a dispute as to the number of hours a PTF would have been scheduled to work, the schedule will be considered to have been equal to the average hours worked by other part-time flexible employees in the same work location on the day in question. A part-time flexible's approved sick leave should not be changed to off day to avoid overtime.

- *Employee & Labor Relations Manual, Part 513.421.b*
- *Step 4, NC-S 5591, Alice, TX, 5/27/77*
- *Step 4, A8-W-0853, Spokane, WA, 9/25/80*
- *Step 4, H8C-2P-C 9107, Harrisburg, PA, 5/22/81*
- *Step 4, H8C-5D-C 19088, Puyallup, WA, 8/21/81*
- *Step 4, H4C-3N-C 40994, Destin, FL, 8/21/87*

Annual Leave

Part-time flexibles may request and be granted annual leave on any day they are scheduled to work except contractual holidays. When leave is approved, the day may not be unilaterally changed to an off day in order to avoid the payment of overtime. The advance approval of leave for the end of the week, may only result in the PTF being excused, however, because of the requirement that the combination of leave hours and straight time hours worked cannot exceed eight (8) hours in a day or forty (40) hours in a week.

- *Step 4, A8-C 0879, Newton, KS, 9/30/80*
- *Step 4, H1C-3Q-C 21492, Columbus, MS, 9/16/83*
- *Step 4, H1C-3D-C 34008, Waycross, GA, 10/5/84*
- *Step 4, H1C-5K-C 24208, Phoenix, AZ, 3/5/85*
- *Step 4, H4C-4B-C 1880, Lansing, MI, 7/17/85*
- *Mahon letter dated 5/22/90*

Vacation Bidding

Where a PTF has a seniority greater than one or more full-time regulars in a section or installation, they may exercise that seniority for purposes of vacation bidding. On the other hand, part-time flexibles, unlike full-time employees, may only utilize their accrued leave at the time of vacation bidding.

- *Employee & Labor Relations Manual, Part 512.61(b)*
- *Step 4, H1N-2B-C 2653, Haddonfield, NJ, 9/30/85*
- *Arbitrator Klein (Regular Panel), C7C-4L-C 5888, 2/26/90*

Act of God Leave

Part-time flexible employees dismissed early or prevented from reporting by an Act of God are entitled to receive administrative leave just as are their FTR counterparts. If there is a question as to the number of hours of administrative leave to be granted, the PTF will be paid the greater of: (1) the number of hours worked by that PTF on the same service day in the previous service week; (2) the number of hours the PTF was scheduled to work; or, (3) the guaranteed hours as provided in Article 8.8.C

- *Employee & Labor Relations Manual, Part 519.215.b*
- *Step 4, H4C-3Q-C 3804, Meridian, MS, 7/17/85*

Holiday Scheduling

Part-time flexibles do not get paid holidays. Conversely, they have a right to work on holidays before any full-time regular is required to work. (Whether the PTF or FTR volunteer is scheduled first is a matter for local negotiations. Check your LMOU holiday “pecking order.”) The posted holiday schedule should include PTF’s who are scheduled to work. When operational circumstances permit, management is required to schedule PTF employees in excess of eight (8) hours before any FTR employees are required to work. While associate office or “loaner” PTF’s may be scheduled for holiday work there is no contractual obligation to do so.

- *Step 4, N-E 2574, New Bedford, MA, 4/6/73*
- *Step 4, H8C-5L-C 6963, Kalispell, MT, 3/7/80*
- *Step 4, H1C-4K-C 15440, Columbia, MO, 4/11/84*
- *Step 4, H1C-4H-C 35548, Hutchinson, KS, 4/1/85*
- *Step 4, H7N-5R-C 4230, Olympia, WA, 2/5/89*

Travel Time

Part-time flexibles are often being required by management to travel to other facilities or installations for additional work hours. More often than not, management fails to properly compensate them for their travel time. Part-time flexibles who are directed by management to report to a different duty station are eligible for compensation for travel time as well as mileage. Management may not coerce employees into using their personal vehicles for travel.

- *Employee & Labor Relations Manual, Part 438*
- *USPS Handbook F-21, Part 260*
- *MOU, 7/21/87*
- *Step 4 Pre Arb, H4N-3W-C 17913, Fort Lauderdale, FL, 1/5/89*
- *Step 4, Q90C-4Q-C 93034651, 2/19/03*
- *Q&A, PTF Clerks Working in Other Installations, 9/24/03*

Protecting Our Work

One way to protect part-time flexible employees is to keep postmasters and supervisors from improperly performing APWU bargaining unit work. This is particularly important in smaller offices (less than 100 bargaining unit employees) where Article 1.6.B applies. Management frequently misreads the 1.6.B “included in the supervisor’s position description” exception as permitting supervisors to regularly and routinely schedule themselves to perform what historically has been our work to the detriment of part-time flexibles in the office. This is a violation of the Agreement and we must vigorously defend our work.

- *Arbitrator Garrett (National Panel), AC-NAT 5221, February 6, 1978*
- *Step 4, NC-C 9746, Girard, OII, 3/3/78*
- *Arbitrator Fletcher (Regular Panel), I90C-4I-C 94047200/94049237, 2/11/97*
- *Arbitrator Benn (Regular Panel), I90C-4I-C 94002275, 6/30/98*
- *Arbitrator Das (National Panel), Q98C-4Q-C 01238942, January 4, 2005*

We must also be mindful of management's willingness to "save" work hours by using FTR custodians and PTF letter carriers to perform what has historically been clerk craft work in the office. While this helps the Postmaster's budget it robs hours from the PTF clerks.

While crossing crafts is permissible in the proper circumstances, it is usually not proper when PTF clerks are qualified and available to perform the work even if it might avoid overtime hours. Of course, sometimes our PTF clerks are the beneficiary of this crossing of crafts, picking up more hours in the letter carrier craft than they lose. Investigate thoroughly, consider everyone's needs and wishes, and then protect the Contract.

- *Arbitrator Bloch (National Panel, H8S-5F-C 8028, 04-08-82)*
- *Arbitrator Mittenthal (National Panel), H8C-2F-C 7406, 08-23-82*

Maximization & Conversion

Perhaps no right is more important to part-time flexibles than the right to become a full-time regular employee. When a Clerk craft duty assignment is posted and becomes residual an appropriate PTF is entitled to conversion using the "PTF Preference" procedures enumerated in Article 37.5. PTF's are only required to state a preference on duty assignments for which they are fully qualified.

The Maximization Memorandum of Understanding is an important tool for conversion to full-time in offices with 125 or more man-years of employment. It results in the creation of a full-time flexible where a single part-time flexible has worked at least 39 hours each week for six months. Full-time flexible assignments are filled using the "PTF Preference" procedures in Article 37.5.

In smaller offices we should never lose sight of management's general obligation to

“maximize the number of full-time employees” under Article 7.3.B. Arbitrators generally recognize the Union’s right to combine the hours of several PTF’s, if necessary, in order to demonstrate the existence of a full-time duty assignment. Where management has also violated Article 1.6.B, the Union argues that those bargaining unit work hours worked by the postmaster or supervisor in violation of the Agreement should also be available to demonstrate the need for maximization.

- *Arbitrator Gamser (National Panel), NC-E 9358, 10/12/78*
- *Step 4, H1C-3W-C 22705, Pensacola, FL, 11/18/83*
- *Step 4, H1C-3A-C 24254, El Paso, TX, 9/17/84*
- *Step 4, H1C-NA-C 81, Washington, DC, 10/1/84*
- *Step 4, H4C-5R-C 34076, Renton, WA, 2/19/88*
- *Step 4, H4C-3B-C 52171, Little Rock, AR, 8/30/88*
- *Step 4, H4C-NA-C 100, Washington, DC, 10/17/88*
- *Arbitrator Fletcher (Regular Panel), I90C-4I-C 94047200/94049237, 2/11/97*

Equalization or Seniority?

One of the more persistently nagging questions in smaller offices is how should the available part-time flexible work hours be divided. Should they be equalized? Or distributed by seniority? Nothing in the National Agreement requires either option. This is a matter for local negotiations. Where the LMOU is silent the parties should look to the past practice in the office.

- *Step 4, H8C-1Q-C 16049, Albany, NY, 2/27/81*

30 Day Notice for Removal

When management proposes to remove a part-time flexible they are entitled to a 30 day notice either on the job or on the clock just as are full-time employees. Management frequently plays games with this, suggesting that they have just “not scheduled” the part-time flexible employee. This is improper and the PTF is entitled to be compensated.

- *Step 4, H4N-4C-C 35491, Hastings, MN, 10/19/88*