

UNITED STATES POSTAL SERVICE

Washington, DC 20260

DATE: March 31, 1993
OUR REF: LR400:Jamma:cmv:20260-4125
SUBJECT: PTR Clerk Craft Employees
TO: Area Managers, Customer Services
Area Managers, Processing and Distribution
Managers, Human Resources, All Areas

As a result of the recent MOU regarding transitional employee issues and part-time flexible conversions, increased interest has been expressed concerning the hiring of part-time regular employees in the clerk craft.

The attached memorandum, addressing issues related to the hiring and utilization of PTRs in the clerk craft, is provided for your information and further dissemination as you deem appropriate.



William J. Downes
Manager
Contract Administration APWU/NPMHU
Labor Relations

Attachment

cc: Mr. Green
Mr. Jacobson

RE: Usage of PTRs in the Clerk Craft

Changing operational conditions and several recently negotiated agreements with the American Postal Workers Union have occasioned the need to revisit questions regarding the hiring of part-time regular (PTR) clerk craft employees. To facilitate that review, the following analysis of PTR usage issues is provided.

The increased flexibility provided under Article 7.3.A. offers the opportunity to take a fresh look at additional reliance on PTR employees in the clerk craft, an opportunity that was not present before the allowable percentage of part timers was doubled and the calculation was restricted to clerk bargaining units only. The information below constitutes an overview of issues relating to the hiring and use of PTRS in the clerk craft.

SCHEDULING

PTRs are career hourly-rate employees who work a regular, but part-time, schedule. They are particularly well-suited for job assignments which must be performed on a daily basis but which predictably require less than eight hours for completion on any given day. Possible uses would include window assignments, automation, and manual distribution tasks; in short, any assignment that requires, on a consistent basis, less than eight hours per day of work.

PTRs are to be hired in accordance with established procedures and assigned to regular schedules of less than eight hours in a service day and less than forty hours in a service week. Their service week begins at 12:01 a.m. on Saturday and their service day is the calendar day on which the majority of their work is scheduled. In Grievance B8V-1E-C 26053, involving the Maintenance craft, the parties agreed that the posting of PTR schedules with six-day service weeks did not constitute a violation of the agreement; the basic scheduling rules stated above apply to all crafts

In keeping with their "regular" status, PTRs' schedules should not be altered on a day-to-day or week-to-week basis. They are normally to be worked within the schedules for which they are hired. However, PTRs can be permanently scheduled for any number of day(s) per week from one to six. There is no minimum number of hours for which they can be scheduled, except as provided in the preceding paragraph, and they can occasionally be required to work beyond their scheduled hours of duty. While arbitral authority supports each of these conclusions, care should be taken not to extend PTRs' work hours on a regular or frequent basis.

Their category and the normally scheduled hours of duty, in whole hour increments, for which they were hired are established on their Form 50, recorded in Blocks 66 and 67. However, as operational experience and needs change over time, there is no requirement that PTR assignments be reposted in order to make permanent changes in their hours, designated days off, or duties. Again, while a series of national and regional arbitration decisions affirm management's right to permanently change the hours of a PTR schedule, such changes should not be made on a day-to-day or week-to-week basis. Changes in their hours are accomplished through entry on their Form 50 in blocks 79 and 80. (APWU was unsuccessful in its attempt in 1987 negotiations to obtain contract language that would require reposting when such hour changes were made.)

There is limited record of disputes between the parties regarding the type of assignments that PTRs can perform. The parties agreed in Step 4 Grievance H1C-5L-C 23764, challenging the use of PTRs in pool and relief assignments, that such assignments were to be filled by full-time regulars. No other Step 4 grievances or arbitrations were discovered which relate to limiting the use of PTRs on particular types of assignments.

Seniority for PTRs is established as of the date of their appointment in the craft and level, and it continues to accrue so long as service in the craft, level and installation is uninterrupted. If a PTR applies for change to PTF or regular status and the request is approved, the PTR would be reassigned to the foot of the PTF roster and would begin a new period of seniority; this action is treated as a reassignment, not a promotion. Only if no PTF positions exist at the installation could a PTR be changed directly to full-time status; the new period of seniority would still apply. However, so long as the employee has already completed his/her probationary period, no new probationary period need be served in any of the above scenarios.

Vacant PTR positions are posted for bid by currently-qualified PTRs in the same level as the vacancy. PTRs who qualified on a particular skill requirement, such as a scheme or a keyboard speed, within two years prior to the posting of a PTR vacancy requiring that same skill requirement are deemed to have a live record and are, therefore, considered to be currently qualified; that live record period is

extended to five years if the PTR vacancy is to one of the positions listed in Article 37.3.F.7. Finally, PTRs are not permitted to bid for full-time clerk positions.

If full-time or PTF clerks request reassignment to a residual PTR vacancy, and such request is granted, that employee must begin a new period of seniority.

Unless the parties negotiate other frequencies at the local level, the installation head must post the PTR seniority list and provide a copy to the local union on a semi-annual basis.

In keeping with Article 7.1.B.1, casuals cannot be employed in lieu of PTRs. However, in Case S7C-3R-C 15923, Arbitrator Marlatt ruled that no requirement existed to utilize PTRs at the straight-time rate before assigning work to casuals. The cross-craft provisions of Article 7.2.B., relating to insufficient work, and of Article 7.2.C. apply to PTRs to the extent of their schedules.

Note that the lay-off provisions of Article 6, the reassignment procedures in Article 12.5, and the light duty provisions of Article 13 apply to PTRs as a separate category.

OVERTIME/HOLIDAY SCHEDULING/RATES OF PAY

PTRs are eligible for postal overtime for hours worked over eight in a day and over forty in a week. Given that PTRs are hired for schedules of less than eight hours in a day and forty hours in a week, the likelihood of reaching these overtime limits will depend on the schedule of hours assigned and the fluctuations of the workload. Note that hours worked by PTRs beyond their scheduled assignments but less than eight hours in a day and forty hours in a week are paid at the straight time rate. Additionally, PTRs are also subject to the payment of Penalty Overtime when the ten-hour per day and fifty-six hour per week limits are exceeded. Clearly, however, the nature of a PTR assignment is such that these limits should be reached only in the most unusual circumstances. We should anticipate that repeated scheduling beyond the assignment's hours of duty will result in union challenges.

PTRs are not eligible to sign the Overtime Desired List.

Additionally, PTRs are subject to FLSA regulations. Determination of the FLSA work week is accomplished by considering the PTR's normal starting time as if it were a Saturday service day, regardless of what day it actually is, and calculating a time eight hours prior to that; in no event, however, will the FLSA starting time be earlier than 8:00 p.m. on Friday.

PTRs are not eligible for Out Of Schedule Premium. In Step 4 Grievance H4C-3U-C 3053, filed regarding out of schedule pay for PTRs, the parties agreed that they were not entitled to overtime pay until the work they performed exceeded eight hours in a day or forty hours in a week.

They are subject to the work hour guarantees contained in Article 8.8. In offices of 200 or more man years of employment, that guarantee is four hours on any day that they are requested or scheduled to work; in offices of less than 200 man years, the guarantee is two hours. Additionally, they are guaranteed four hours if called in outside their normal schedule, unless they continue working into or from that scheduled tour of duty.

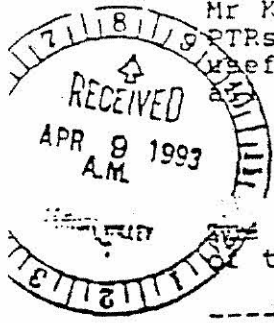
PTRs are to be scheduled for holiday work within their category. As with full-time regulars, the contract calls for as many PTRs as can be spared to be excused from holiday work, and precludes their mandatory scheduling unless all casuals and PTRs are scheduled, even if they are in an overtime status. Furthermore, PTRs with the needed skills are to be given the opportunity to volunteer for work on the holiday or designated holiday prior to mandating full-time regulars or other PTRs.

In Step 4 Grievance H4C-4F-C 10235, the parties agreed that PTRs on light duty would be offered the opportunity to work on a holiday in keeping with the Article 11 procedures, and that their medical restrictions and ability to perform the duties available on that day would be factors in their selection.

These employees are eligible for Holiday Worked Pay for all hours that they actually work on the holiday or designated holiday; this would include Christmas worked pay. Their eligibility for Holiday Leave Pay, however, is based upon their work schedules. If the PTR is normally scheduled to work five days per week, he/she is eligible for holiday leave pay for the number of hours of their normal schedule.

However, PTRs scheduled for less than five days receive Holiday Leave Pay only if the holiday actually falls on their scheduled work day. The union withdrew Step 4 Grievance EBC-5B-C 14281 which challenged this limitation. A Memorandum of Understanding negotiated in 1984 extended to PTRs the Holiday Scheduling Premium due to full-time regulars for the improper posting of holiday schedules.

To: Ronald M. Campbell at USPS-HQ, Jeanette M. Cooper at USPS-HQ,
Henry A. Pankey at USPS-HQ, Robert L. Payne at USPS-HQ, Thomas K. Ranft at
USPS-HQ, Diane M. Regan at USPS-HQ, Robert J. Sheehan at USPS-HQ,
Don M. Spatola at USPS-HQ, BUFORD WHITE at SSWGATE
cc: Gerald K. Kubota at USPS-HQ
Subject: Usage of PTRs in the Clerk Craft



----- Message Contents -----
Mr Kubota requested that I forward this material regarding PTRs to you ASAP because he thought you might find it useful. We originally sent this message out via E-Mail to all of our P&D Plant Managers.

cc mgr P&D

The material was prepared through the courtesy of the offices of Bill Downes, Headquarters Labor Relations.



Changing operational conditions and several recently negotiated agreements with the American Postal Workers Union have occasioned the need to revisit questions regarding the hiring of part-time regular (PTR) clerk craft employees. To facilitate that review, the following analysis of PTR usage issues is provided.

The increase flexibility provided under Article 7.3A offers the opportunity to take a fresh look at additional reliance on PTR employees in the clerk craft, an opportunity that was not present before the allowable percentage of part timers was doubled and the calculation was restricted to clerk bargaining units only. The information below constitutes an overview of issues relating to the hiring and use of PTRs in the clerk craft.

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- V. BURTON
- B. TRILLI
- R. WORRICH
- P. CONRAD
- G. MCNAMARA
- R. DECH
- R. TURGEON
- J. WAGNER
- SUZANNE

In keeping with their "regular" status, PTRs' schedules should not be altered on a day-to-day or week-to-week basis. They are normally to be worked within the schedules for which they are hired. However, PTRs can be permanently

scheduled for any number of days.
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Well, that's it! Hopefully this will assist you with your current efforts aimed at identifying and filling those positions which are most suited for PTRs. If there are any comments, questions etc. concerning this material, please leave me E-Mail here or contact me on PEN (303) 391-5105; Cellular (303) 898-0064; or SKYTEL PAGER 1-800 998-9492.

As for right now

I'M OUTTA HERE

MIKE . . .



RECEIVED IN THE OFFICE OF

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260
October 22, 1982

OCT 25 1982

JAMES L ADAMS

ARTICLE	8
SECTION	3
SUBJECT	For 8 hr. day Article 8

INCREASED
NO O.T UNTIL 8

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

Re: APWU Local
Palo Alto, CA 94302
E1C-5C-C 4921

Dear Mr. Adams:

On October 12, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

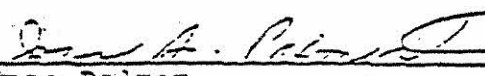
The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

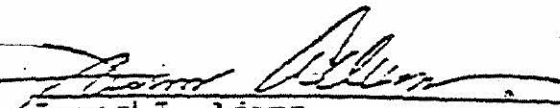
The question in this grievance is whether management violated Article 8 of the National Agreement when the daily work schedules of part-time regular employees were increased from 4 hours to 6 hours.

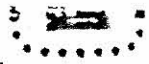
During our discussion, we agreed to resolve this case based on our mutual understanding that part-time regular employees may be scheduled for less than eight (8) hours per service day and less than forty (40) hours per normal service week.

Please sign the enclosed copy of this decision as your acknowledgment to resolve this case.

Sincerely,


Joan Palmer
Labor Relations Department


James I. Adams
Assistant Director
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
 1300 L Street, N.W.
 Washington, DC 20005-4107

MAR 11 1987

ARTICLE	8
SECTION	3
SUBJECT	
PART TIME	
REGULAR	OT

Re: Class Action
 Syracuse, NY 13217
 E4C-2W-C 11229

Dear Mr. Wevodau:

On January 12, 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 part-time regular employees are entitled to overtime for work performed in excess of their normal schedule but not in excess of 8 hours per day or 40 hours per week.

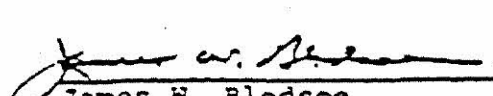
During our discussion, we mutually agreed to close this case based on the following:

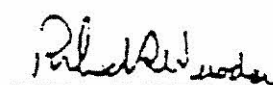
The parties at this level recognize that part-time regular employees are not entitled to overtime pay until the work performed exceeds 8 hours in a day or 40 hours in a week.

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

Time limits were extended by mutual consent.

Sincerely,



 James W. Bledsoe
 Labor Relations Department

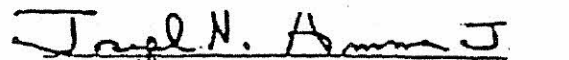

 Richard I. Wevodau
 Director
 Maintenance Craft Division
 American Postal Workers Union,
 AFL-CIO

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
THE LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, MAIL HANDLERS
DIVISION

The parties to the Joint National Study Committee on Part-time Regular Mail Handlers mutually agree to the following:

1. That the United States Postal Service will not hire or assign part-time regular Mail Handlers in lieu of or to the detriment of full-time regular or part-time flexible Mail Handlers.
2. With regard to scheduling, part-time regular Mail Handlers are to be regularly scheduled during specific hours of duty. Only in emergency or unanticipated circumstances will part-time regular Mail Handler work hours be expanded beyond their fixed schedules.
3. When it is necessary that fixed scheduled day(s) of work or starting times in the basic work week for a part-time regular craft assignment be permanently changed, the provisions of Article 12, Sections 3.B4 and 3.B6 will be followed.


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


Joseph N. Amma, Jr.
Director of Contract
Administration
Laborers' International Union
of North America, AFL-CIO
Mail Handlers Division,

DATE 7/19/88

DATE 7/22/88



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

Mr. Joseph N. Amma, Jr.
Director, Contract Administration
Laborers' International Union
of North America, Mail Handlers
Division, AFL-CIO
Suite 525
1 Thomas Circle, N.W.
Washington, DC 20005-5802

Dear Mr. Amma:

On September 7 and again on September 12, 1988, you met with Muriel Aikens Arnold in prearbitration discussion of H4M-5L-C 15002; H4M-5L-C 16704; H4M-5L-C 16967 and H4M-5L-C 16968. The issue in these cases involved the expansion of part-time regular mail handler work hours beyond their fixed schedules.

It was mutually agreed to settle these cases as follows:


1. With regard to scheduling, part-time regular mail handlers are to be regularly scheduled during specific hours of duty. Only in emergency or unanticipated circumstances will part-time regular mail handler work hours be expanded beyond their fixed schedules.
2. A Memorandum of Understanding will be issued from the Joint National Study Committee on Part-time Regular Mail Handlers concerning the scheduling of such employees, including permanent schedule changes.

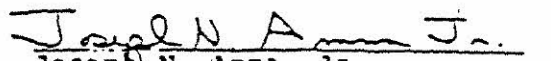
Mr. Joseph N. Amma, Jr.

2

Please sign and return the enclosed copy of this letter acknowledging your agreement with this settlement and withdrawing the above cited grievances from the pending national arbitration list.

Sincerely,


William J. Downes
Director
Office of Contract
Administration


Joseph N. Amma, Jr.
Director of Contract
Administration
Laborers' International Union
of North America, AFL-CIO
Mail Handlers Division

9/22/88

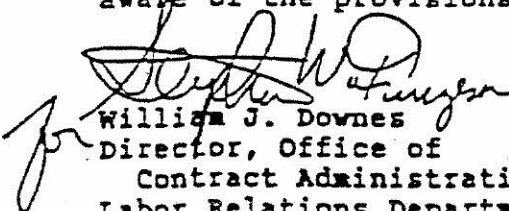
DATE: LR410:CDudek:rr:832:20260-4126
REF: October 21, 1988
SUBJECT: Memorandum of Understanding, Articles 8 and 11

TO: Regional Managers
Labor Relations

Field Directors
Human Resources

Attached for your information, is a copy of a recently agreed to Memorandum of Understanding between the Postal Service, National Association of Letter Carriers and American Postal Workers Union. The provisions of this Memorandum resolve several issues arising from the application of the overtime and holiday provisions of Articles 8 and 11 of the 1984 and 1987 National Agreements.

Accordingly, ensure that all managers responsible for managing employees of the above referenced bargaining units are fully aware of the provisions of this Memorandum.


William J. Downes
Director, Office of
Contract Administration
Labor Relations Department

cc BMC
SMW
PLA PD
Reno
JH
BWB