



**Improper Utilization
of
Postmaster Reliefs**

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CONTENT UPDATES

This CD has been updated to include a section concerning the Postal Service's recent attempt to unilaterally change Section 419 of the ELM to allow postmaster relief/leave replacements (PMR's) to be utilized in Level 16 offices. (see section 11)

The updated CD also includes a sample grievance on this issue and the National dispute filed by the APWU. (see section 12)

Also added is National award Q94C-4Q-C 96081517 by Arbitrator Das along with the APWU synopsis concerning the award on PMR's performance of bargaining unit work. (see section 13)

THE IMPROPER UTILIZATION OF PMR's

This CD contains the supporting documents and sample grievance forms that were used in filing numerous grievances in the state of Arkansas over the issue of improper utilization of postmaster reliefs (PMR's). This CD also contains three arbitration awards concerning these grievances as well as a post-hearing brief.

PMR's are generally used illegally by the Postal Service in two different situations. The first situation is when they illegally utilize a PMR by working them in another nearby office to perform clerk work without a dual appointment. The second situation, the most common reason the Postal Service utilizes PMR's at other offices, is to reduce clerk hours or to reduce clerk overtime hours.

By utilizing PMR's in this manner the Postal Service gains because they are able to use lower paid non-career employees to perform clerk duties. Additionally, since they do not normally claim them as dual appointed casuals, the Post Service benefits because the PMR's are not counted against the casual cap.

Union officers who represent small offices should instruct the clerks in those offices to contact their Union representative any time an employee from another office is scheduled to work in their office. This should be the rule in any size office. Large offices are not immune to this violation.

As we were reviewing a list of members-at-large (MAL's) we noticed there were numerous Level 15 offices and a few Level 18 offices in which there were no career clerks. After further investigation we discovered the Postal Service had hired and was utilizing PMR's in these offices above the contractual limits instead of hiring career clerks.

We learned through investigation that this practice had been going on for several years. In most of the offices we found that when the only clerk in the office retired, quit or

transferred, the Postal Service would replace them with a PMR. They assumed it would take some time before the union discovered them or it would never be discovered at all.

After reviewing time documents we found that these PMR's were working between 13 and 40 hours per week. We also discovered some of these PMR's were being utilized to perform bargaining unit work in other small offices that had career clerks. They were utilizing these PMR's to avoid paying the career clerks overtime.

The Union brought these violations to the attention of the Postal Service and, after several efforts to persuade them to hire career employees in these offices failed, the APWU state officers filed grievances in approximately 17 offices over the use of PMR's.

The state officers basically used the same forms and information for each grievance filed. The officers only had to change the number of hours the PMR was working in each particular office and add any documents or written statements that the Postmaster was willing to give the Union.

As you will see, we raised numerous arguments concerning the use of PMR's and proper remedies in the Step 2 and Step 2 Additions & Corrections fully anticipating we would have to fight the Postal Service all the way to arbitration.

Through the tireless effort of National Business Agent Robert Kessler the Postal Service, although reluctantly, resolved several of these grievances at Step 3. The sign-off is included in the handbook.

Not only did the filing of these grievances result in a monetary award to the Union, these grievances forced the Postal Service to hire numerous career clerks to replace the PMR's.

Although the Postal Service had resolved several of these grievances they began to deny grievances at Step 3 and forced the Union to take the cases to arbitration. The Postal Service simply argued that even though they had violated the National Agreement in the manner they utilized PMR's, there was no harm to any bargaining unit employee and payment to the Union was improper. The arbitrators disagreed with the Postal Service and ordered a cease and desist along with compensation for all hours worked by the PMR.

I am sure the illegal hiring and utilization of PMR's is practiced in most other states. It takes some time and effort to find the violations but I am sure they are taking place. There is an opportunity to increase the career workforce in your state and the possibility to receive a monetary settlement for the Union or its members. I hope these documents are helpful to you and your officers in eliminating the illegal use of PMR's.

Special thanks to my fellow State Officers and National Business Agent Bob Kessler for their many hours of work on these grievances.



UNITED STATES POSTAL SERVICE
ROOM 9014
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100
TEL (202) 268-3816
FAX (202) 258-3074

JOSEPH J MAHON JR
Assistant Postmaster General
Labor Relations Department

October 16, 1990

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

Dear Mr. Burrus:

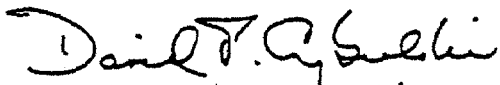
This letter is in response to your September 28 correspondence regarding whether postmaster relief employees are authorized to work when the postmasters who they are to replace are also working.

It is the position of the Postal Service that Section 123.4 of the Administrative Support Manual controls the assignment of a postmaster relief.

Additionally, Section 419.141 of the Employee and Labor Relations Manual defines the postmaster relief as "a non-career hourly rate employee who performs as a relief or leave replacement during the absence of a postmaster in an EAS-15 or below office."

Should there be any questions concerning this matter, please contact Stan Urban of my staff at 268-3842.

Sincerely,

for 
Stephen A. Moe, Acting
Assistant Postmaster General



OFFICIAL OLYMPIC SPONSOR

123 **Absence From Office**

123.1 **More Than Five Days**

For periods of absence more than 5 days, postmasters must obtain advance approval from their district managers, unless this approval authority is delegated.

123.2 **Five Days or Less**

Postmasters normally are not required to obtain advance approval for absences of 5 days or less, including periods of annual leave, sick leave, or personal absence. They must maintain an accurate record of all absences taken and advise their managers of planned periods away from the office. On an individual basis, district managers may require postmasters to obtain advance approval of all absences when the postmaster's previous performance warrants such action.

123.3 **Emergencies**

Emergency absences are governed by these provisions to the extent that conditions and time permit, but in all cases postmasters must advise the appropriate official of any emergency absence as soon as possible.

★ 123.4 **Assignment of Postmaster Relief**

123.41 **Determination**

Postmasters must determine the necessity of assigning others in their own relief. An employee relieving the postmaster must be engaged in the primary or core duties and be directed to assume the major responsibilities of the relief position. For example, if the postmaster is to be absent for a short time or is off duty for a period when window service is not available, it may not be necessary to provide relief for these responsibilities.

123.42 **Office Without Career Clerk**

In offices without an assigned career clerk, a temporary postmaster relief/leave replacement may be used for a limited term to relieve the postmaster during all hours the post office is open to the public. The postmaster may be in a duty status or off duty during the period of absence.

123.43 **Office With Career Clerk**

In offices with an assigned career clerk, the clerk is authorized to act in relief of the postmaster when the post office is open to the public and only when the postmaster is away from the local area or not in a duty status — that is, on the postmaster's regular day off, when taking personal absence, or on official leave. At other times when the postmaster is in a duty status and away from the office but remains in the general vicinity, such as when attending training or meetings, relief is not authorized. In these cases, the postmaster retains responsibility for the operation of the office even though not physically present.

419.3

Pay Administration
Pay Administration Policy for Nonbargaining Unit Employees

is hired at the minimum salary for that grade. The full-time salary is divided by 2080 to determine the appropriate hourly rate.

419.3 Postmaster Relief/Leave Replacements (PMRs)

419.31 Definition

A PMR is a noncareer hourly rate employee who performs as a relief or leave replacement during the absence of a postmaster in an EAS-15 or below post office.

419.32 Salary Grades

PMRs are employed at the Noncareer Temporary Rate schedule grades indicated below, and are paid in accordance with the *Postmaster Relief/Leave Replacements* schedule.

Authorized PM Grade (EAS)	PMR Occupational Code	PMR Grade (NTR)
15	2305-6115	13
13	2305-6113	11
11	2305-6111	9
A-E	2305-6100	3

Note: Language has been unilaterally changed.
(see section 11)



Mr. Cliff Guffey
Assistant Director, Clerk Craft
American Postal Workers Union,
AFL-CIO
1300 L Street NW
Washington DC 20005-4128

Re: G94C-4G-C 97111714
Class Action
Christoval, TX 76935-9998

Dear Mr. Guffey:

On January 12, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether a Postmaster Relief/Leave Replacement can be utilized on a daily basis to process mail prior to the postmaster's reporting for work.

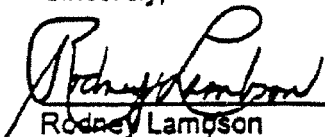
After reviewing this matter, we mutually agreed that no national interpretive issue is presented in this case. Postmaster Relief/Leave Replacements are to be utilized as outlined in Section 123.4 of the Administrative Support Manual not to cover the absence of bargaining unit employees.

Accordingly, we agreed to remand this case to the parties at Step 3.


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

Time limits were extended by mutual consent.

Sincerely,



Rodney Lambson
Labor Relations Specialist
Grievance and Arbitration



Cliff Guffey
Assistant Director, Clerk Craft
American Postal Workers
Union, AFL-CIO

Date: 7-27-98



Mr. Cliff Guffey
Assistant Director, Clerk Craft
American Postal Workers Union,
AFL-CIO
1300 L Street NW
Washington, DC 20005-4128

Re: G94C-4G-C 97111713
Class Action
Sterling City, TX 76951-9998

Dear Mr. Guffey:

On January 12, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether a Postmaster Relief/Leave Replacement can work at the same time as the postmaster.

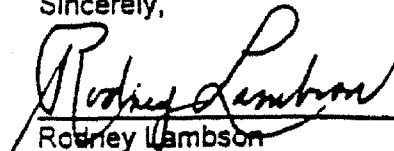
After reviewing this matter, we mutually agreed that no national interpretive issue is presented in this case. Postmaster Relief/Leave Replacements are to be utilized as outlined in Section 123.4 of the Administrative Support Manual not to cover the absence of bargaining unit employees.

Accordingly, we agreed to remand this case to the parties at Step 3.


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

Time limits were extended by mutual consent.

Sincerely,



Rodney Lambson
Labor Relations Specialist
Grievance and Arbitration



Cliff Guffey
Assistant Director, Clerk Craft
American Postal Workers
Union, AFL-CIO

Date: 7-27-98



Mr. Cliff Guffey
Assistant Director, Clerk Craft
American Postal Workers Union,
AFL-CIO
1300 L Street NW
Washington, DC 20005-4128

Re: G94C-4G-C 97111715
Class Action
Bronte, TX 76933-9998

Dear Mr. Guffey:

On January 12, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether two Postmaster Relief/Leave Replacements can be utilized to replace a career craft employee.

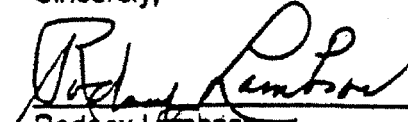
After reviewing this matter, we mutually agreed that no national interpretive issue is presented in this case. Postmaster Relief/Leave Replacements are to be utilized as outlined in Section 123.4 of the Administrative Support Manual not to cover the absence of bargaining unit employees.

Accordingly, we agreed to remand this case to the parties at Step 3.


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

Time limits were extended by mutual consent.

Sincerely,



Rodney Lambson
Labor Relations Specialist
Grievance and Arbitration



Cliff Guffey
Assistant Director, Clerk Craft
American Postal Workers
Union, AFL-CIO

Date: 7-27-98



Mr. Cliff Guffey
Assistant Director, Clerk Craft
American Postal Workers Union,
AFL-CIO
1300 L Street NW
Washington, DC 20005-4128

Re: G94C-4G-C 97078872
Class Action
Knox City, TX 79529-9998

Dear Mr. Guffey:

On January 12, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether a Postmaster Relief/Leave Replacement can work at the same time as the Officer-In-Charge in the office.

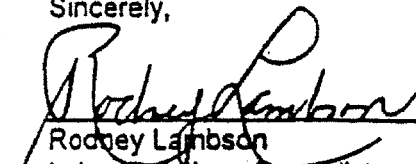
After reviewing this matter, we mutually agreed that no national interpretive issue is presented in this case. Postmaster Relief/Leave Replacements are to be utilized as outlined in Section 123.4 of the Administrative Support Manual not to cover the absence of bargaining unit employees.

Accordingly, we agreed to remand this case to the parties at Step 3.

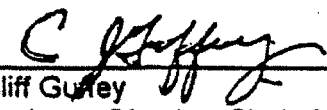
Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,



Rodney Lambson
Labor Relations Specialist
Grievance and Arbitration



Cliff Guffey
Assistant Director, Clerk Craft
American Postal Workers
Union, AFL-CIO

Date: 7-27-98



Mr. Cliff Guffey
Assistant Director, Clerk Craft
American Postal Workers Union,
AFL-CIO
1300 L Street NW
Washington, DC 20005-4128

Re: G94C-4G-C 97111712
Class Action
Mertzon, TX 76941-9998

Dear Mr. Guffey:

On January 12, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether a Postmaster Relief/Leave Replacement can be utilized to replace a PTF employee who is attending school.

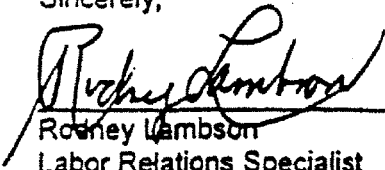
After reviewing this matter, we mutually agreed that no national interpretive issue is presented in this case. Postmaster Relief/Leave Replacements are to be utilized as outlined in Section 123.4 of the Administrative Support Manual not to cover the absence of bargaining unit employees.

Accordingly, we agreed to remand this case to the parties at Step 3.


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

Time limits were extended by mutual consent.

Sincerely,



Rodney Lambson
Labor Relations Specialist
Grievance and Arbitration



Cliff Guffey
Assistant Director, Clerk Craft
American Postal Workers
Union, AFL-CIO

Date: 7-27-98



Mr. Cliff Guffey
Clerk Craft Division
American Postal Workers Union, AFL-CIO
1300 L Street, NW
Washington DC 20005-4128

RE: E94C-1E-C 98057796
Class Action
Bowie, TX 76230-9998

Dear Mr. Guffey:

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

After reviewing this matter, we mutually agreed that postmaster relief/leave replacement are hired for the purpose to provide relief during the postmaster's absence from the office. The postmaster may be in a duty status or off duty during the period of absence. In order for a PMR to work in another office to cover absences of bargaining unit employees in the clerk craft, or to supplement the clerk workforce, the PMR must have a dual appointment as a casual.

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

Please sign and return the enclosed copy of this decision as your acknowledgment of this settlement.

Time limits at Step 4 were extended by mutual consent.

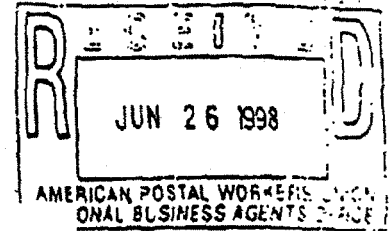
Sincerely,

Carol E. McCraey
Grievance and Arbitration
Labor Relations

Cliff Guffey
Assistant Director, Clerk Craft
American Postal Workers
Union, AFL-CIO

Date: 7-30-98

SOUTHWEST AREA LABOR RELATIONS
PROCESSING CENTER



June 22, 1998

Southern Region Grievance
Cad. Code: 07.0000

Carl Casillas
National Business Agent
1001 East 101st Terr., Ste 390
Kansas City, MO 64131-3368

G94C-4G-C 98065165
Class Action
De Valls Bluff AR 72041-9998
3/19/98 AR029803

Dear Mr. Casillas:

This is to confirm the disposition of the subject Step 3 grievance appeal which was discussed with you on 6/19/98.

Based on information presented and contained in the grievance file, the grievance is denied. There is no evidence contained in the grievance file at Step 2 or 3 to support the union's contention that the employer violated the National Agreement. The file supports those contentions made by management's Step 2 designee.

P.M.R. assignment to the clerk craft while the Postmaster is present will cease and desist.

The time limit for processing at Step 3 was extended by mutual consent.

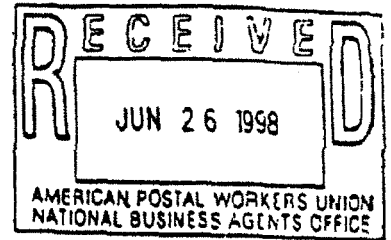
In our judgment, the grievance does not involve an interpretive issue(s) pertaining to the National Agreement or a supplement thereto which may be of general application. Unless the union believes otherwise, the case may be appealed directly to regional arbitration in accordance with the provisions of Article 15 of the National Agreement.

A handwritten signature in cursive script, appearing to read "Delward Stracner".

Delward Stracner
Labor Relations Specialist

cc: District - Arkansas

**SOUTHWEST AREA LABOR RELATIONS
PROCESSING CENTER**



June 22, 1998

Southern Region Grievance
Cad Code: 07.0000

Carl Casillas
National Business Agent
1001 East 101st Terr., Ste 390
Kansas City, MO 64131-3368

G94C-4G-C 98065162
Class Action
Star City AR 71667-9998
3/19/98 AR029801

Dear Mr. Casillas:

This is to confirm the disposition of the subject Step 3 grievance appeal which was discussed with you on 6/19/98.

The grievance was settled by mutual agreement as follows:

The P.M.R. assignment to a clerk craft assignment is improper and will cease. The senior clerk will be compensated for the hour worked on Jan 26, 27 & 28 in the box section by the P.M.R.

The time limit for processing at Step 3 was extended by mutual consent.

A handwritten signature in cursive script, appearing to read "Delward G. Stracner".

Delward G. Stracner
Labor Relations Specialist

A handwritten signature in cursive script, appearing to read "Carl Casillas".

Carl Casillas
National Business Agent

cc: District - Arkansas



DATE: July 2, 1998

OUR REF: SE41:JWBledsoe:mm:38166-0841

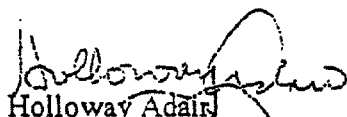
SUBJECT: USPS/APWU Joint Contract Application


TO: All Management and Union Personnel
Southeast and Southwest Areas

The accompanying publication, *USPS/APWU Joint Contract Application*, is a collection of jointly agreed upon questions and answers relating to the most commonly disputed contractual provisions. These Q&A's were developed through joint meetings between various union and management representatives from the Southeast and Southwest Areas, and represent the issues where there is no dispute in administration of the National Agreement or the supplementing handbooks and manuals. The intent of issuing this publication is to make this information available to union and management personnel, all the way down to the line supervisor and union steward level, for use in settling grievances at the lowest possible level. In fact, grievances which may be settled by application of these Q&A's should not be passed to the next level in the grievance/arbitration procedure.

Jointly developed and administered training for stewards and supervisors will include familiarization with the material included in this publication, as well as reinforcement of the principle that grievances should be settled at the lowest possible level.

Discussions will be ongoing between management and the APWU, and it is anticipated that periodic updates to this publication will be issued as new joint Q&A's are developed.


Holloway Adair
Labor Relations Specialist
Southeast Area


Terry Stapleton
Regional Coordinator,
APWU, AFL-CIO


Charles Gonzales
Labor Relations Specialist
Southwest Area

Arbitration Scheduling Processing Center
225 N. Humphreys Blvd.
Memphis, TN 38166-0979
Phone: 901-747-7237
Fax: 901-747-7208

800 West Airport Freeway
Lobby Box 6086, Suite 1031
Irving, TX 75062-6086
Phone: 972-777-5799
Fax: 972-579-5799

Can management utilize "Kelly Girls" or similar temporary employment agencies for employment purposes?

RESPONSE:

Yes. However, this would be short term work under limited circumstances, and during this time the Kelly Girls would be considered casuals under 7.1.B of the National Agreement.

SOURCE: Step 4 H7C-NA-C-35, dated June 28, 1989.

May management work employees across craft lines without restriction in offices of less than 100 employees?

RESPONSE:

No. The restrictions found in Article 7.2 on management's right to work employees across craft lines apply regardless of the size of the office or any past practice to the contrary.

SOURCE: Area level agreement of the parties.

Can RCAs/RCRs be utilized within APWU crafts?

RESPONSE:

No, unless their PS Form 50 reflects a dual appointment.

SOURCE: Area level agreement of the parties.

When and how can PMLRs/PMRs (Postmaster Leave Replacements) be utilized?

RESPONSE:

Only in the absence of the postmaster in the office for which they were hired.

SOURCE: Area level agreement of the parties.

Do PTFs have priority over Transitional Employees in work scheduling?

RESPONSE:

Yes. Over the course of a pay period the employer will make a reasonable effort to

DISTRIBUTION AND WINDOW CLERK, PS-05

FUNCTIONAL PURPOSE

Performs a combination of the basic functions of a Distribution Clerk and a Window Clerk in a first or second-class post office or in a classified branch or station.

DUTIES AND RESPONSIBILITIES

1. Makes primary and one or more secondary distribution of incoming mail by delivery point (for example, zone, branch or station, carrier route, general delivery, or lockboxes) based on a knowledge of the distribution scheme established for the office, branch, or station.
2. Makes primary and one or more secondary distributions of outgoing mail for dispatch (for example, by city, state, geographic area) based on knowledge of current distribution schemes.
3. Sells postage stamps, stamped paper, postal cards, internal revenue stamps, migratory bird stamps, and money order certificates.
4. Accepts from and makes window delivery to patrons of parcel post, insured, c.o.d., and registered mail; makes collection of required postage-due and fees, when applicable; issues necessary receipts and delivers general mail to customers.
5. Verifies first, second, third and fourth class mailings as to size, weight, postage and other mailability requirements.
6. Assigns special delivery and registered mail for delivery.
7. Checks and sets post office stamp-vending machines and postage meters.
8. Issues and cashes foreign and domestic money orders.
9. Rents post office boxes, receives rental payments, conducts reference checks, and completes required forms.
10. Provides information to customers concerning postal regulations, mailing restrictions, rates, and other matters involving postal transactions.

(Continued on Next Page)

DISTRIBUTION AND WINDOW CLERK, PS-05

(Continued from Previous Page)

11. In addition, may perform any of the following duties: set postage meters; maintain records of mails; face and cancel mail; label and tie out mail for dispatch; open and dump pouches and sacks; make emergency calls to customers to adjust service complaints; perform miscellaneous office clerical duties incident to the personnel, accounting, and other administration of the office.

SUPERVISION

Supervisor, Distribution Operations, or other designated supervisor.

SELECTION METHOD

Senior Qualified

BARGAINING UNIT

CLERK

KEY POSITION REFERENCE

KP-0012

(End of Document)

**STEP 3
GRIEVANCE
APPEAL FORM**

AMERICAN POSTAL WORKERS UNION, AFL-CIO

CERTIFIED MAIL # Z491671405

GRIEVANT -- PERSON OR UNION (FROM LINE 8) ARKANSAS APWU		WORK LOCATION CITY AND ZIP CODE (FROM LINE 10) KENSETT, AR 72082		REGION'S GRIEVANCE #	
1	DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) Violation of Handbooks/Manuals		CRAFT CLERK	DATE OF STEP 2 7/26/99	LOCAL GRIEVANCE #PMR997
					USPS GRIEVANCE

THE ABOVE GRIEVANCE IS BEING APPEALED TO STEP 3/DATE 8/4/99 **SSN: CLASS ACTION**

REGIONAL DIRECTOR
EMPLOYEE LABOR RELATIONS
SOUTHERN REGION
U.S. POSTAL SERVICE
225 NORTH HUMPHREYS BLVD.
MEMPHIS , TN. 38166

Any appeal from an adverse decision in Step 2 shall be in writing to the Regional Director for Employee and Labor Relations, with a copy to the Employer's Step 2 Representative, and shall specify the reasons for the appeal. (Within fifteen (15) days)

This Appeal is in accordance with Article 15 Grievance Arbitration Procedures Sec. 2 Step 2 (h) and Step 3 (a) for the following reasons:

CLASS ACTION GRIEVANCE.

THE POSTAL SERVICE IS UTILIZING PMR'S (POSTMASTER RELIEF/REPLACEMENTS) IN VIOLATION OF THEIR OWN HANDBOOKS AND MANUALS.

THE PMR'S ARE BEING UTILIZED IN THE FOLLOWING, BUT NOT LIMITED TO, MANNER: TO PROCESS MAIL PRIOR TO THE POSTMASTER'S REPORTING TIME, WORKING AT THE SAME TIME AS THE POSTMASTER, WORKING IN OTHER OFFICES TO SUPPLEMENT THE CLERK WORK FORCE WITHOUT A DUAL APPOINTMENT, REPLACING A CAREER CRAFT EMPLOYEE, AND PMR'S ARE BEING HIRED IN LIEU OF CAREER CRAFT EMPLOYEES. THIS HAS BEEN A CONTINUAL VIOLATION. THE PMR'S ARE ONLY TO BE USED AS OUTLINED IN SECTION 123.4 OF THE ADMINISTRATIVE SUPPORT MANUAL AND 419.31 OF THE ELM.

THIS OFFICE IS A LEVEL 15 OFFICE AND THERE IS NO BARGINGING UNIT EMPLOYEE EMPLOYED AT THIS OFFICE. THE PMR IS PERFORMING BARGAINING UNIT WORK PRIOR TO THE POSTMASTER'S REPORTING TIME AND ALSO WORKING AT THE SAME TIME AS THE POSTMASTER.

Continued on Next Page...

CEASE AND DESIST FROM USING PMR'S IN VIOLATION OF APPROPRIATE HAND BOOKS AND MANUALS MAKE APPROPRIATE BARGAINING UNIT EMPLOYEES AND/OR APWU WHOLE FOR ALL HOURS WORKED BY PMR'S IN VIOLATION OF HANDBOOKS AND MANUALS FROM 14 DAYS PRIOR TO STEP 1 DISCUSSION AND UNTIL SUCH TIME THE VIOLATION CEASES OR THE GRIEVANCE IS SETTLED. HIRE CAREER EMPLOYEES TO REPLACE THE PMR'S

and we have attached the Step 2 appeal grievance form, the employers written Step 2 decision and our corrections and additions to the Step 2 decision if we submitted same to employer's Step 2 representative.

FROM - LOCAL UNION (NAME OF)	ADDRESS	CITY	STATE	ZIP
3 W.A.A.L 1211	PO BOX 11196	FT. SMITH, AR.	AR.	72917

COPY -- LOCAL FILE

COPY -- USPS STEP 2 DESIGNEE

SUBMIT UNION'S REGIONAL COPY WITH FILE TO (or as instructed)

NATIONAL BUSINESS AGENT
ROBERT KESSLER/CARL CASILLAS
1001E. 101st Terr.-ste.1031
KANSAS CITY, MO 64131

Sincerely,
DENNIS TAFF, PRESIDENT
WAAL. APWU, AFL-CIO

Authorized Union Rep.

STEP 3
GRIEVANCE
APPEAL FORM

AMERICAN POSTAL WORKERS UNION AFL-CIO

CERTIFIED MAIL # Z491671405

GRIEVANT - PERSON OR UNION (FROM LINE 8) ARKANSAS APWU		WORK LOCATION CITY AND ZIP CODE (FROM LINE 10) KENSETT, AR	REGION'S GRIEVANCE #		
DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) Violation of Handbooks/Manuals		CRAFT CLERK	DATE OF STEP 2 7/26/99	LOCAL GRIEVANCE # PMR997	USPS GRIEVANCE #

Additional Contentions:

IN APRIL, 1998 THE UNION HAS ASKED THE POSTAL SERVICE NUMEROUS TIME TO EITHER CEASE AND DESIST FROM USING PMRS IN THESE OFFICES OR TO HIRE CAREER EMPLOYEES. SINCE THE POSTAL SERVICE TOOK NO ACTION AT ALL TO CORRECT THE PROBLEM, THE UNION WAS FORCED TO PURSUE THE ISSUE THROUGH THE GRIEVANCE PROCEDURE. THE POSTAL SERVICES REFUSAL TO COMPLY WITH THE NATIONAL AGREEMENT AND ITS HANBOOKS HAS RESULTED NOT ONLY IN AVAILABLE BARGAINING UNIT EMPLOYEES LOSING WAGES AND BENEFITS, IT HAS RESULTED IN THE THE UNION LOSING FUNDS(UNION DUES) BECAUSE THE POSTAL SERVICE DID NOT HIRE BARGAINING UNIT CAREER EMPLOYEES TO WORK IN THESE OFFICES. THE POSTAL SERVICE'S REFUSAL TO ABIDE BY THE NATIONAL AGREEMENT HAS ALSO PLACED A LARGE ADMINISTRATIVE COST ON THE UNION TO HAVE TO PURSUE THESE GRIEVANCES. THE UNION HAS FILED GRIEVANCES IN OVER 16 OFFICES IN WHICH THE SAME VIOLATION IS OCCURRING. SEVERAL OF THESE OFFICES ONCE HAD CAREER EMPLOYEES WHO WORKED THERE. ONCE THEY RETIRED, THE POSTAL SERVICE REPLACED THE CAREER EMPLOYEES WITH PMRS, KNOWING FULL WELL THAT THEY WERE VIOLATING THE NATIONAL AGREEMENT. THE POSTAL SERVICE ASSUMED THAT SINCE THESE WERE SMALL OFFICES THAT THE UNION WOULD NEVER NOTICE THAT THEY HAD NOT HIRED THE APPROPRIATE EMPLOYEES. THE POSTAL SERVICE HAS A MOTIVE IN THIS ISSUE. THE POSTAL SERVICE BENEFITS FROM VIOLATING THE NATIONAL AGREEMENT WHEN THEY HIRE PMR'S INSTEAD OF CAREER EMPLOYEES WHILE THE BARGAINING UNIT EMPLOYEES AND THE UNION LOSES.

Additional Corrective Action:



Arkansas Postal Workers Union, AFL-CIO

Dennis Taff
President
Arkansas Postal Workers Union
P.O. Box 5808
Ft. Smith, AR. 72913
(501) 783-7898 Work
(501) 474-0469 Home

August 1, 1999

STEP 2 ADDITIONS AND CORRECTIONS-PMR GRIEVANCES

PMR991(GOULD)
PMR992(MINERAL SPRINGS)
PMR993(MT. PINE)
PMR994(POTTSVILLE)
PMR995(REDFIELD)
PMR996(HORATIO)
PMR997(KENSETT)
PMR998(CARAWAY)

To: Carol Chappell
Labor Relations Specialist
USPS

Dear Carol,

I received your step 2 decision on the PMR grievances on 7-29-99. The Union wishes to add the following additions and corrections:

The articles in contention are, but not limited to, articles 1, 7,19, and 37.

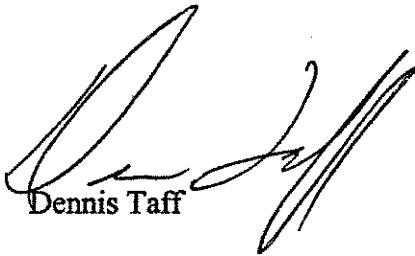
The Union has attempted to discuss and reach a decision on these grievances since they were first filed in March of 1999. Despite the length of time that has elapsed, the Postal Service has not supplied the Union with any documentation or evidence to dispute any of the contentions that the Union has offered. Also, the Postal Service has not presented any evidence or documentation to dispute the amount of hours that the Union claims that the PMR's are working in these offices.

Your step 2 denial only states: "The work load at these offices does not justify the hiring of PTF clerk in replacement of the PMR." The PMR's in these offices are working any where from 17 to 30 hours per week. The Union clearly has shown the need for a career employee to be working in these offices. Whether the Postal Service ever hires a PTF or not, these hours

worked by the PMR's are in violation of the National Agreement and the Union and its members should be made whole for all hours for such a blatant violation.

The National Agreement, the National Level step 4 decisions and the Postal Service's own handbooks are clear. The PMR' are only to be utilized as in the absence of the Postmaster as outlined in Section 123.4 of the Administrative Support Manual and 419 of the ELM.

It is clearly evident by the step 2 decision, the delay and stall tactics in issuing such a decision, the fact that there was no effort what so ever to resolve this issue at the lowest level, and the blatant disregard for the National Agreement, the Postal Service has no intentions of removing these PMR's from these offices or compensating the Union or its members for the violations. It is clear to the Union that the policy in the Arkansas District is to use PMR's in lieu of career employees and in direct violation of the clear language of their own handbooks and Manuals and the National Agreement .



Dennis Taff



Arkansas Postal Workers Union, AFL-CIO

• 1999 •

Dennis Taff
President
Arkansas Postal Workers Union
P.O. Box 5808
Ft. Smith, AR. 72913
(501) 783-7898 Work
(501) 474-0469 Home

August 1, 1999

To: Carol Chappell
Labor Relations Specialist
USPS

Dear Carol,

I received your step 2 decision on the PMR grievances on 7-29-99. The two grievances that were omitted from the letter were Local Grievance # PMR997 (Kensett) and PMR 992 (Mineral Springs). My records indicate that they were received by your office on 4-19-99 and 4-6-99.

Please add these to your decision letter and send me a revised copy.

Sincerely,


Dennis Taff

RECEIVED 7-29-99

UNITED STATES POSTAL SERVICE
ARKANSAS DISTRICT
Little Rock, AR 72231-9998

July 26, 1999

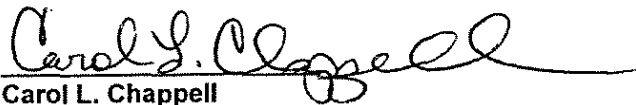
Mr. Dennis Taff
State President-APWU
P O Box 5808
Fort Smith, AR 72913-5808

RE: PMR Grievances

Redfield, AR G98C-4G-C 99193459
Horatio, AR G98C-4G-C 99193486
Pottsville, AR G98C-4G-C 99183228
Newark, AR G98C-4G-C 99184423
Caraway, AR
Gould, AR
Mountain Pine

This to confirm the disposition of the grievance appeals concerning the above-referenced grievances. The Step 2 meeting were held on several dates the latest being July 26, 1999. The article(s) in contention in these grievance is/are : 19 and 7

Based on the information contained in the file, the above listed grievances are denied. The workload at these offices does not justify the hiring of a PTF clerk in replacement of the PMR.



Carol L. Chappell
Labor Relations Specialist

cc: File

**STEP 2
GRIEVANCE
APPEAL FORM**

American Postal Workers Union, AFL-CIO

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) 1 Violation of Handbooks/Manuals		CRAFT CLERK	DATE 4-15-99	LOCAL GRIEVANCE # PMR997	USPS GRIEVANCE
TO USPS STEP 2 DESIGNEE (NAME AND TITLE) 2 LARRY HENSLEY		INSTALLATION / SEC. CEN./ BMC LITTLE ROCK AR. 72231			PHONE 501-945-6751
FROM: LOCAL UNION (NAME OF) 3 ARKANSAS POSTAL WORKERS UNION	ADDRESS P.O. BOX 5808	CITY FT. SMITH, AR.	STATE 72913	ZIP	
STEP 2 AUTHORIZED UNION REP. (NAME AND TITLE) 4 DENNIS TAFF		AREA CODE 501-783-7898	PHONE (OFFICE)	AREA CODE 501-474-0469	PHONE (OTHER)
LOCAL UNION PRESIDENT 5 DENNIS TAFF		AREA CODE 501-783 7898	PHONE (OFFICE)	AREA CODE 501-474-0469	PHONE (OTHER)
WHERE - WHEN		STEP 1 MEETING & DECISION			MET WITH
6 UNIT/SEC/BR/STA/OFC	DATE/TIME 4/6/99	USPS REP - SUPR SCOTT LUTTRELL		GRIEVANT AND/OR STEWARD D.TAFF	
STEP 1 DECISION BY (NAME AND TITLE) 7 SCOTT LUTTRELL			DATE AND TIME	INITIALS	INITIALING ONLY VERIFIES DATE OF DECISION
GRIEVANT PERSON OR UNION (Last Name First) 8 ARKANSAS APWU		ADDRESS PO BOX 5808	CITY FT. SMITH	STATE AR	ZIP 72913
SOCIAL SECURITY NO.		SERVICE SENIORITY/CRAFT	STATUS	LEVEL	STEP
9 CLASS					
JOB#/PAY LOCATION/ (UNIT/SEC/BR/STA/OFC) 10		WORK LOCATION CITY AND ZIP CODE KENSETT, AR 72082			LIFETIME SECURITY <input type="checkbox"/> Yes <input type="checkbox"/> No
					VETERAN <input type="checkbox"/> Yes <input type="checkbox"/> No
11 Pursuant to Article 15 of the National Agreement we hereby appeal to Step 2 the following Grievance alleging a Violation of (but not limited to) the following: NATIONAL, (Art./Sec.) ARTICLE 19, ARTICLE 7, ARTICLE 1					
LOCAL MEMO (ART./SEC.) OTHER MANUALS, POLICIES, L/M MINUTES, ETC.					

12 DETAILED STATEMENT OF FACTS/CONTENTIONS OF THE GRIEVANT

CLASS ACTION GRIEVANCE.

THE POSTAL SERVICE IS UTILIZING PMR'S (POSTMASTER RELIEF/REPLACEMENTS) IN VIOLATION OF THEIR OWN HANDBOOKS AND MANUALS.

THE PMR'S ARE BEING UTILIZED IN THE FOLLOWING, BUT NOT LIMITED TO, MANNER: TO PROCESS MAIL PRIOR TO THE POSTMASTER'S REPORTING TIME, WORKING AT THE SAME TIME AS THE POSTMASTER, WORKING IN OTHER OFFICES TO SUPPLEMENT THE CLERK WORK FORCE WITHOUT A DUAL APPOINTMENT, REPLACING A CAREER CRAFT EMPLOYEE, AND PMR'S ARE BEING HIRED IN LIEU OF CAREER CRAFT EMPLOYEES. THIS HAS BEEN A CONTINUAL VIOLATION.THE PMR'S ARE ONLY TO BE USED AS OUTLINED IN SECTION 123.4 OF THE ADMINISTRATIVE SUPPORT MANUAL AND 419.31 OF THE ELM.

13 CORRECTIVE ACTION REQUESTED -- That any/all information (files, records, documents, etc.) relied upon and/or related to this instant grievance be made available at the Step 2 hearing.

CEASE AND DESIST FROM USING PMR'S IN VIOLATION OF APPROPRIATE HAND BOOKS AND MANUALS MAKE APPROPRIATE BARGAINING UNIT EMPLOYEES AND/OR APWU WHOLE FOR ALL HOURS WORKED BY PMR'S IN VIOLATION OF HANDBOOKS AND MANUALS FROM 14 DAYS PRIOR TO STEP 1 DISCUSSION AND UNTIL SUCH TIME THE VIOLATION CEASES OR THE GRIEVANCE IS SETTLED. HIRE CAREER EMPLOYEES TO REPLACE THE PMR'S


SIGNATURE AND TITLE OF AUTHORIZED UNION REP

PAGE 2, Unions contentions Grievance # PMR999 (Use of PMR's)

There are no career bargaining unit clerks presently employed at this office. The work in question is bargaining unit work and this work is being performed by the Postmaster Reliefs (PMR's). This is a Level 15 Post Office.

These T&A reports and/or time cards submitted by the Union (attachment #9) reflect that the PMR in this office is working approximately 23 hours per week. At least 10 of these hours per week are worked in violation of the Postal Services handbooks and manuals.

Postal Service has chose not to hire career clerks, and instead, has chose to violate the National Agreement by using PMR's in violation of their own handbooks and manuals. Once the work hours and workload consistently increases in a Post Office, the Postal Service has the obligation to replace the PMR and hire a career bargaining unit employee and make them available to perform the work. Otherwise the Postal Service would never hire career clerks.

The Union, on numerous occasions, has notified the Postal Service of violations of the use of PMR's. (See attachment #1) The Union has also filed numerous grievances in other locations over the same issue. The Postal Service has made no effort to correct the problem. The Union is still having to continually file grievances when they discover that another Postmaster is violating the National agreement by using PMR's in violation of the handbooks and manuals.

The Union contends the amount of hours worked by the PMR is not a de minimus amount of work. Postmaster. This amount of hours more than justifies the hiring a career clerk for this office. This is a Level 15 office. There should be a clerk in this office to process the mail. The processing of mail and windows duties are clerk craft functions, not the Postmasters or the PMR's. This is also a violation of Article 1 Section 6 of the National Agreement.

The Postal Service has known for years that they were violating the National Agreement and have robbed the APWU and bargaining unit employees of monies by not hiring career bargaining unit clerks to work in these offices.

The bargaining unit, which the Union represents, has lost large amounts of monies in lost wages and benefits. The Union has lost large amounts of Union dues from possible prospective members because the Postal Service has refused to hire career clerks. The Union has been forced to use large amounts of funds to process these grievances in order to stop the Postal Service from blatantly and intentionally violating the contract. All of these grievances could have been avoided if the Postal Service would have agreed to stop these violations when requested to do so in April of 1998.

PAGE 3, Unions contentions Grievance # PMR 999 (Use of PMR's)

The deliberate circumvention of hiring the appropriate career employees erodes the efficacy of the National Agreement. A monetary remedy to the other career clerks or the Union as the enforcer of the national Agreement is appropriate. The union contends that a pecuniary remedy should be awarded to the Union and/or bargaining unit employees or the Postal Service will continue to violate the National Agreement..

The Postal Service made no effort to offer any of these these hours of work to other career clerks in the surrounding areas.

The Postal Service's and Union's Step 3 Representatives have agreed that PMR's assignment to the clerk craft while the Postmaster is present will cease and desist. The Arkansas District Managers are fully aware of these Step 3 Agreements.

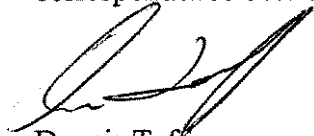
The parties at the Regional Level have also agreed a PMR can only be utilized in the absence of the Postmaster.(See APWU and Postal Service Joint Contract Application, question #19)

The Union also contends that these PMR's should have been counted toward the number of casuals employed in accordance with Article 7 Section 1 B.3. This violation has also cost lost wages and benefits for the clerk craft/and or Union.

Attached is a Standard Job Description of a Distribution and Window Clerk. The PMR's are performing part or all of the functions listed in the job description.

The Union request that the Postal Service maintain time cards for this office until this grievance is settled.

Attached are Time cards and T&A reports with cover sheet and any written correspondence between Local Postmaster and Union if available.



Dennis Taff
Union Step 2 Representative



Arkansas Postal Workers Union, AFL-CIO

Dennis Taff
President
Ark. Postal Workers
P.O. Box 5808
Ft. Smith, Ar. 72913
(501) 783-7898 Work
(501) 474-0469 Home

April 6, 1998

To: Larry Hensley
Senior Labor Relations Specialist
Little Rock, AR

Dear Larry,

I have been informed that there are several offices in Arkansas, in which a Postmaster is utilizing a postmaster relief, while the postmasters is also working. I have been informed that the postmaster reliefs in these offices are working on the average of 16 to 40 hours per week.

Also, some Postmasters are using postmaster reliefs from other offices to perform bargaining unit work instead of utilizing their own career clerk.

Also, there have been numerous reports of Postmasters utilizing rural carrier reliefs and associates to perform clerk craft duties. These reliefs and associates are not are not dual appointees.

The Union contends that all of the above are violations of the National Agreement and these actions should immediately cease and desist.

The Union's position is that a postmaster relief should only be authorized to work when the postmaster is absent, on his/her day off or on leave. It is also the Union's position that the postmaster should utilize clerks that are employed in that office to perform clerk duties instead of using a postmaster relief from another office. It is also the Union's position that an RCA or RCR should not perform clerk craft duties unless he/she has a dual appointment.

Would you please inform me as soon as possible of the Arkansas District's position on these issues. If the Postal Service's position is the same as the Union's, please inform me of the Postal Service's plans to correct these matters.

Sincerely,


Dennis Taff

cc. R. Hamlin
APWU NBA office
T. Stapleton



April 9, 1998

Dennis Taff
State President, APWU
P. O. Box 5808
Fort Smith, AR 72913-5808

RE: Alleged Contract Violation

Dear Mr. Taff:

This is to confirm receipt and review of your letter dated April 6, 1998. In your letter you asserted that there were several offices in the Arkansas District in which Postmasters are utilizing Postmaster Relief's while the Postmaster's are working. You also asserted that some Postmasters are using Postmaster Relief's from other Post Offices to perform bargaining unit work. Finally, you asserted that there are numerous reports of Postmasters utilizing rural carrier relief's to perform clerk craft duties.

However, your letter failed to provide the names of the offices in which these alleged instances are occurring. Accordingly, in order for me to address your concerns, I need to know the names of the offices in which these events allegedly occurred. In addition, I need to know the dates in which the alleged events occurred. If you have any further questions, please feel free to contact me.

Sincerely,

Sue Chastrow

Larry Hensley

cc: Randy Hamlin, Mgr. Human Resources



Arkansas Postal Workers Union, AFL-CIO

Dennis Taff
President
Ark. Postal Workers
P.O. Box 5808
Ft. Smith, Ar. 72913
(501) 783-7898 Work
(501) 474-0469 Home

April 13, 1998

To: Larry Hensley
Senior Labor Relations Specialist
Little Rock, AR

Dear Larry,

This is response to your letter dated April 9, 1998. In your letter you ask for me to provide names of offices and dates of alleged events in order for you to address my concerns.

I will honor your request and call you next week to discuss the offices that I know are using PMR's while the Postmaster is also working. However I feel certain that there are other offices that I have not yet been able to identify that are using PMR's and RCA's illegally. That is why I am requesting for you to please inform me of the Arkansas Districts position on those issues that I addressed in the April 6 letter, and if the position is the same as the Union's, I would also request that this policy be sent to all office in Arkansas. This could be easily accomplished either through the weekly mailing to each Post office.

My intent is simply this. I want all Postmasters to be made aware of the proper use of PMR's and RCA's. This would help to eliminate future complaints and grievances on these issues.

Sincerely,


Dennis Taff

cc.R. Hamlin

TIME CARD COVER SHEET

SUBJECT: POSTMASTER RELIEF GRIEVANCES

GRIEVANCE # PMR 997

OFFICE KENSETT, AR

APPROXIMATE HOURS PER WEEK WORKED IN VIOLATION
OF HANDBOOKS AND MANUALS 18+

23 TOTAL
18 VIOLATION

PAY PERIOD

000 [redacted]

SE N 080 R000 E 15 00 04-4734

[redacted]

9/06/1

WEEK 1

0863 0001

U.S. POSTAL SERVICE TIME CARD

PS FORM 1250X

57	REGULAR	58	PROTECTOR	59	POST OFFICE	60	FIELD OFF	61	LEAVE	62	QUALITY	63	POSTAL TIME	64	POSTAL TIME	65	POSTAL TIME	66	POSTAL TIME	67	POSTAL TIME	68	POSTAL TIME	69	POSTAL TIME	70	POSTAL TIME	71	POSTAL TIME	72	POSTAL TIME	73	POSTAL TIME	74	POSTAL TIME	75	POSTAL TIME	76	POSTAL TIME	77	POSTAL TIME	78	POSTAL TIME	79	POSTAL TIME	80	POSTAL TIME	81	POSTAL TIME	82	POSTAL TIME	83	POSTAL TIME	84	POSTAL TIME	85	POSTAL TIME	86	POSTAL TIME	87	POSTAL TIME	88	POSTAL TIME	89	POSTAL TIME	90	POSTAL TIME	91	POSTAL TIME	92	POSTAL TIME	93	POSTAL TIME	94	POSTAL TIME	95	POSTAL TIME	96	POSTAL TIME	97	POSTAL TIME	98	POSTAL TIME	99	POSTAL TIME	00	POSTAL TIME
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8525

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WEEK 1

PAY PERIOD

000 [redacted]

DA N 580 R000 L 13 00 04-4734

[redacted]

9/06/1

WEEK 1

9309 0002

U.S. POSTAL SERVICE TIME CARD

PS FORM 1250X

57	REGULAR	58	PROTECTOR	59	POST OFFICE	60	FIELD OFF	61	LEAVE	62	QUALITY	63	POSTAL TIME	64	POSTAL TIME	65	POSTAL TIME	66	POSTAL TIME	67	POSTAL TIME	68	POSTAL TIME	69	POSTAL TIME	70	POSTAL TIME	71	POSTAL TIME	72	POSTAL TIME	73	POSTAL TIME	74	POSTAL TIME	75	POSTAL TIME	76	POSTAL TIME	77	POSTAL TIME	78	POSTAL TIME	79	POSTAL TIME	80	POSTAL TIME	81	POSTAL TIME	82	POSTAL TIME	83	POSTAL TIME	84	POSTAL TIME	85	POSTAL TIME	86	POSTAL TIME	87	POSTAL TIME	88	POSTAL TIME	89	POSTAL TIME	90	POSTAL TIME	91	POSTAL TIME	92	POSTAL TIME	93	POSTAL TIME	94	POSTAL TIME	95	POSTAL TIME	96	POSTAL TIME	97	POSTAL TIME	98	POSTAL TIME	99	POSTAL TIME	00	POSTAL TIME
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8175

0650

DATE	TOTALS										CLOCK HOURS	QUAR TIME	QUAR OT	INITIALS															
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SCHED THU									07.00	10.75																			
SCHED WED									07.00	10.75																			
SCHED TUE									07.00	16.50																			
SCHED MON									06.50	13.50																			
SCHED SUN										NS																			
SCHED SAT									06.00	12.00																			
TOTALLED BY										VERIFIED BY										START									

EDM 7503

DATE	TOTALS										CLOCK HOURS	QUAR TIME	QUAR OT	INITIALS															
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9309 0002

WEEK 2

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57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	00

U.S. POSTAL SERVICE
TIME CARD
PS FORM 1230X

EMPLOYEE'S SIGNATURE (ONLY WHEN REQUIRED)

TIMEKEEPER'S INITIALS

58

TIMEKEEPER'S INITIALS

EMPLOYEE'S SIGNATURE (ONLY WHEN REQUIRED)

U.S. POSTAL SERVICE
TIME CARD
PS FORM 1230X

58

57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	00
57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	00

U.S. POSTAL SERVICE
TIME CARD
PS FORM 1230X
0863 1000 0000
WEEK 2

DATE	TIME	UNOP	CL	SL	AL	OP	NW	OT	INITIALS	QUAR O T	QUAR TIME	REMARKS		
												5/16/50		
												800 1350 1200		
												700		
												5/17/50		
												800 1350 1200		
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DATE	TIME	UNOP	CL	SL	AL	OP	NW	OT	INITIALS	QUAR O T	QUAR TIME	REMARKS		
												5/21/50		
												200		
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TOTALLED BY												VERIFIED BY		START

Ken Set P

*3-4
Horn
10083*

U.S. MARINE RESERVE
TIME CARD

PAY LOC 000
NAME [REDACTED]
9309 0002
WEEK 1

DA M 580 8000 L 13 00 04-4734
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990721

U.S. MARINE RESERVE
TIME CARD

PAY LOC 000
NAME [REDACTED]
0863 0001
WEEK 1

SE N | 080 | 8000 | E | 15 | 00 | 04-4734 | [REDACTED]
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99 REGULAR TIME - 100 LEAVE +

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54 10083
55 10083
56 10083

990721

DATE	TOTALS							TOTALS
	1	2	3	4	5	6	7	
NO. LEAVE	OTHER	NW	OT	CLOCK	CLOCK	UNALLOWED	WORKING	
	PROBLEM			IN	OUT	HOURS	HOURS	
				8:00	16:50			
					13:58			
					12:00			
					07:00			
				8:00	16:50			
					13:50			
					12:00			
					07:00			
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BY	VERIFIED BY				START			
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EP04 7803

DATE	TOTALS							TOTALS
	1	2	3	4	5	6	7	
NO. LEAVE	OTHER	NW	OT	CLOCK	CLOCK	UNALLOWED	WORKING	
	PROBLEM			IN	OUT	HOURS	HOURS	
				8:00	16:50			
					13:58			
					12:00			
					07:00			
				8:00	16:50			
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BY	VERIFIED BY				START			
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EP04 7803

why
why

AMERICAN POSTAL WORKERS UNION, AFL-CIO

Rec 5-12

Grievant/Union ARKANSAS POSTAL WORKERS UNION/APWU	Nature of Allegation ARTICLE 19, USE OF PMR'S
---	--

MARCH 17, 1999

Date of Request

To: LARRY HENSLEY Title: LABOR RELATIONS

From: DENNIS TAFF Title: STATE PRESIDENT

Subject: **REQUEST FOR INFORMATION & DOCUMENTS RELATIVE TO PROCESSING A GRIEVANCE**

We request that the following documents and/or witnesses be made available to us in order to properly identify whether or not a grievance does exist and, if so, their relevancy to the grievance:

1. ACHIVE T&A REPORT-98122 FOR PAY PERIOD 6 WEEKS ONE AND TWO AND PAY PERIOD 7 WEEK ONE, 1999, FOR THE ATTACHED OFFICES
2. _____
3. _____
4. _____
5. _____
6. _____

NOTE: Article 17, Section 3 requires the Employer to provide for review all documents, files, and other records necessary in processing a grievance. Article 31, Section 3 requires that the Employer make available for inspection by the Unions all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement. Under 8a(5) of the National Labor Relations Act it is an Unfair Labor Practice for the Employer to fail to supply relevant information for the purpose of collective bargaining. Grievance processing is an extension of the collective bargaining process.

REQUEST APPROVED

REQUEST DENIED

(date)

(signed)

PLEASE SEND INFORMATION REQUESTED TO P.O. BOX 5808, FT. SMITH, AR 72913
IF YOU HAVE ANY QUESTIONS PLEASE CONTACT ME 501-783-7898 OR 501-474-0469

RECEIVED
37
MAR 19 1999
LABOR RELATIONS
ARKANSAS DISTRICT
30

1661
to Dennis
4-18-99

BROOKLAND, AR, 72417	04-1269
CARAWAY, AR. 72419	04-1566
COTTON PLANT, 72036	04-2097
GOULD, AR. 71643	04-3546
HORATIO, AR. 71842	04-4266
KENSETT, AR. 72082	04-4734
MINERAL SPRINGS, AR. 71851	04-5796
MOUNTAIN PINE, AR. 71956	04-6039
NEWARK, AR. 72562	04-6273
PLAINVIEW, AR. 72857	04-7065
POTTSVILLE, AR. 72858	04-7191
REDFIELD, AR. 72132	04-7416
TYRONZA, AR. 72386	04-8766
WARD, AR. 72176	04-9090

Archive T&A Report - 99071

Finance No.: 04-4266

03/19/99 13:04:01 448726 [REDACTED] G 580L13 52 3600 76 0400
03/19/99 13:05:00 451062 [REDACTED] G 080E15 52 1600 56 2400
03/19/99 13:06:14 L11 L 580 80 004 410 47

Archive T&A Report - 99071

Finance No.: 04-4734

03/19/99 14:13:31 4292308 [REDACTED] G 080E15 52 3100 53 0700 55 1600
03/19/99 14:19:07 4301791 [REDACTED] G 580L13 52 1600 76 2400
03/19/99 14:20:14 L11 L 790 25 001 410 47

Archive T&A Report - 99061

Finance No.: 04-4266

03/05/99	16:52:48	[REDACTED]	G	580L13	52	2700	76	1300	
03/05/99	16:53:45	[REDACTED]	G	080E15	52	3700	55	0300	
03/05/99	16:55:24	L11	L		580	80	014		410 47

Archive T&A Report - 99061

Finance No.: 04-4734

03/05/99	16:24:09	[REDACTED]	G	080E15	52	3525	53	0175	56	0650
03/05/99	16:25:18	[REDACTED]	G	580L13	52	3175	76	0825		
03/05/99	16:26:21	L11	L		580	80	021		410	47

2025

Archive T&A Report - 99062

Finance No.: 04-4266

03/13/99	06:25:03	[REDACTED]	G	580L13	52	3400	76	0600	
03/13/99	06:26:03	[REDACTED]	4	G	080E15	52	2200	55	1800
03/13/99	06:27:27	L11	L		580	80	001		999 98
03/13/99	06:28:38	L12	L		580	80	008		410 47

Archive T&A Report - 99062

Finance No.: 04-4734

03/12/99	16:26:51	[REDACTED]	G	080E15	52	4000			
03/12/99	16:27:23	[REDACTED]	G	580L13	52	2275	76	1725	
03/12/99	16:28:22	L11	L		580	80	018		410 47
03/12/99	16:28:46	L12	L		790	25	001		410 47



Arkansas Postal Workers Union, AFL-CIO

Dennis Taff
President
Arkansas Postal Workers Union
P.O. Box 5808
Ft. Smith, AR.
(501) 783-7898 Work
(501) 474-0469 Home

April 12, 1999

Ken Setz

To: Postmaster
Scott Luttrell
Subject: Postmaster Relief/ Replacement (PMR's)

Dear, Mr. Luttrell

This is a follow up letter concerning our step 1 grievance discussion by telephone on 4-6-99 at 1000 concerning the use of a PMR in your office..

The Union discovered a grievance existed thru documents (time cards) that we requested. The time cards reflect that the PMR usually works at least 23 hours per week and approximately 18 of those hours are on days in which you also work. This is a violation of the National Agreement, specifically but not limited to, articles 19 and 7.

We are requesting that the Postmaster only use a PMR as outlined in Section 123.4 of the Administrative Support Manual and 419.141 of the ELM. Also we are requesting that the Postmaster immediately cease and desist from using a PMR to cover the absence of, or to replace, a bargaining unit employee. Also we are asking that the appropriate bargaining unit employees and/or the APWU be made all whole for all hours worked in violation of these handbooks and manuals for the previous 14 days and until such time the violation ceases or the grievance is settled.

You denied the grievance on that date because you stated you need the help and that you did not have the authority to hire a career employee.
Please inform me if you feel that the information in this letter is incorrect.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dennis Taff', is written over a horizontal line.

Dennis Taff

UNITED STATES POSTAL SERVICE
ARKANSAS DISTRICT
LITTLE ROCK, AR 72231-9401

March 2, 1999


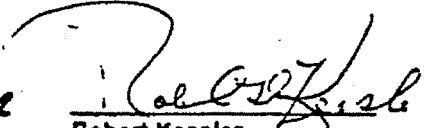
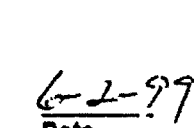
SUBJECT: Pre Arbitration Settlement Agreement-
Case Nos. G94C-4G-C 99021422 Lockesburg; G94C-4G-C 99022131 Altus;
G94C-4G-C 99022128 Bay; G94C-4G-C 99021432 Stephens; G94C-4G-C
99021426 Foreman; G94C-4G-C 99022133 Bull Shoals; G94C-4G-C 99022126
London; G94C-4G-C 99022137 Higdon; G94C-4G-C 99022140 Bigelow;
G94C-4G-C 99022141 Rosebud; G94C-4G-C 99022136 Shirley; G94C-4G-C
99027427 Hermitage; G94C-4G-C 99040354 Yellville

Mr. Robert Kessler
National Business Agent-APWU
1001 E. 101st Terrace Room 390
Kansas City, MO 64131-3368

As a result of pre-arbitration discussions, we have mutually agreed to full settlement of the above-referenced cases as follows:

A review of the hours worked at the above-referenced Post Offices reveals that there is a need for a PTF clerk and that the position of PMR is no longer sufficient to complete the workload at this office. Accordingly, the position of PMR will be abolished. The APWU will be paid for the hours worked by the PMR that were worked concurrently with hours worked in the office by the Postmaster from September 14, 1998 until the hiring of a PTF clerk.

This agreement is non precedent setting and is not to be cited, referenced, or compared by either party in future cases or by anyone for any reason, in any other forum except in cases involving the Grievant. This settlement does not constitute an admission of wrongdoing on the part of either party and is entered into solely for the purposes of settlement.

		
Randolph Hamlin	Robert Kessler	Robert Kessler
3/19/99	6-2-99	6-2-99
Date	Date	Date
Manager-Human Resources	National Business Agent-APWU	

cc: Postmaster

POSTMASTER RELIEFS (PMRs)

**INFORMATION TO REQUEST TO
DETERMINE IF A GRIEVANCE EXISTS**

1. Copy of Postmaster's job description (To determine what level the PM is and if a PMR is authorized for the office)
2. Copy of Postmaster Relief's PS Form 50 (To determine if the PMR has a dual assignment as both PMR and Casual)
3. Copy of relevant time cards/clock rings for Postmaster and PMR (To discover if the PM and PMR worked simultaneously or if PMR did work in PMs absence)
4. Copy of relevant time cards/clock rings for affected employees (To show that bargaining unit employees in the office did not work maximum number of hours during the service week[s] in question)
5. Statements from bargaining unit employees (To further prove that PMR performed bargaining unit work and that PM was present on those same days)

ARBITRATION AWARDS

The following three awards are the first arbitration awards on the exact issue of a PMR working in their 'home' office prior to the Postmaster reporting for duty or at the same time as the Postmaster.

G98C-4G-C 99172535	Arbitrator Armendariz (with post-hearing brief)
G98C-4G-C 99183202	Arbitrator Armendariz
G98C-4G-C 99172531	Arbitrator King

There are several Step 4's addressing this issue that were utilized in the grievance and arbitration procedure. (pages 6 -11 of this booklet)

There were a few awards on granting monetary remedies to the Union. These awards were all used in the post-hearing brief for persuasive value.

G90C-4G-C 95010403	Arbitrator Plant
G94C-1G-C 96068981	Arbitrator Durham
G90C-1G-C 95066791	Arbitrator Eisenmenger
H94C-4H-C 98066681	Arbitrator Lurie

There are also arbitration awards on a PMR being utilized in an office other than their own. In all of these cases the arbitrator agreed with the Union that it was a violation in which they utilized the PMR to perform bargaining unit work in another office.

G90C-4G-C 93009839	Arbitrator Odom
G94C-4G-C 98023081	Arbitrator Neveu
H94C-1H-C 97046292	Arbitrator Odom

In case number G98C-4G-C 99294238, Arbitrator Dorshaw did not address whether or not it was a violation to use a PMR in another office; however, he allowed the Union to use the hours worked by the "borrowed" PMR to help meet the criteria in Article 7.3 for a conversion of a PTF to full-time regular.

These cases are important when grieving the issue of a PMR working in another office or in their "home" office prior to the Postmaster reporting for duty or at the same time as the Postmaster. It is important that we ask in our remedy, along with a cease and desist order, that the appropriate bargaining unit employees **and/or the Union** be paid and made whole for the violation. We then cover all bases on the remedy.

This section of the CD concerns the Postal Service's recent attempt to unilaterally change Section 419 of the ELM to allow the utilization of PMR's in Level 16 offices.

In January 2007 the Postal Service revised Section 419 of the ELM to update the occupational codes and salary grades of postmaster reliefs. This change basically allows PMR's to work in Level 16 or below offices. Under the old language they were only allowed to work in Level 15 and below offices.

(see revised ELM – Exhibit 1)

The APWU filed a Step 4 National dispute over the Postal Service's unilateral change to the ELM and the Postal Service's failure to furnish the APWU with the required Article 19 notice of proposed changes to parts 419.31 and 419.32 of the ELM.

(see Step 4 – Exhibit 2)

The APWU also requested information concerning the changes made to the ELM.

(see Request for Information – Exhibit 3)

The Union contends that because of this unilateral change hundreds of Post Offices across the country are now improperly utilizing PMRs in Level 16 offices. Grievances should be filed on these violations at the local level as soon as possible. Although these grievances will most likely be held at the regional level pending the outcome of the National dispute, it is imperative that they be filed.

In section 12 of this booklet you will find a sample grievance to assist stewards and officers when filing grievances over this issue. This Sample grievance **only** addresses **one** issue – the sole issue of a PMR working in a Level 16 office.

If the PMR in a particular Level 16 office is also being utilized in any of the following manners (not limited to this list) another grievance should be filed using the sample grievance found in Section 7 of this CD.

- processing mail prior to the Postmaster's reporting time
- working at the same time as the Postmaster
- supplementing the clerk work force without a dual appointment
- replacing a career craft employee
- being hired in lieu of career craft employees

Employees

ELM REVISION

Postmaster Relief/Leave Replacement Employee Occupation Codes and Salary Grades

Effective January 18, 2007, *Employee and Labor Relations Manual (ELM)* 419.31, Definition, is revised to update the occupational code of postmasters exempt from the Fair Labor Standards Act from EAS-15 to EAS-16. This change results from decisions incorporated in the 2004–2005 management association pay package.

ELM 419.32, Salary Grades, is revised to add a new level 14 occupational code for postmaster relief/leave replacements (PMRs). The revision of the table in 419.32 also describes the characteristics of all PMR positions more clearly.

Employee and Labor Relations Manual (ELM)

	*	*	*	*	*
4	Pay Administration				
410	Pay Administration Policy for Nonbargaining Unit Employees				
	*	*	*	*	*
419	Supplemental EAS Noncareer Workforce				
	*	*	*	*	*
419.3	Postmaster Relief/Leave Replacements				
419.31	Definition				

[Revise the text in 419.31 as follows:]

A postmaster relief/leave replacement (PMR) is a noncareer hourly rate employee who performs as a relief or leave replacement during the absence of a postmaster in an EAS-16 or below Post Office.

419.32 Salary Grades

PMRs are employed at the Noncareer Temporary Rate schedule grades indicated below, and are paid in accordance with the *Postmaster Relief/Leave Replacements* schedule.

[Revise the table in 419.32 as follows:]

PMR Occupation Code	Rate Schedule Code (RSC)	PMR Grade	Post Office Level	Post Office Status
2305-0073	L	14	16	Full-Time
2305-6115	L	13	15	Full-Time
2305-6113	L	11	13	Full-Time
2305-6111	L	09	11	Full-Time
2305-6100	L	55	55	Part-Time
2305-0044	L	54	54	Part-Time
2305-0042	L	53	53	Part-Time
2305-0041	L	52	52	Part-Time
2305-0040	L	51	51	Part-Time

We will incorporate these revisions into the next printed version of the ELM and into the next online update, available on the Postal Service™ PolicyNet Web site:

- Go to <http://blue.usps.gov>.
- Under "Essential Links" in the left-hand column, click on *References*.
- Under "References" in the right-hand column, under "Policies," click on *PolicyNet*.
- Click on *Manuals*.

(The direct URL for the Postal Service PolicyNet Web site is <http://blue.usps.gov/cpim>.)

It is also available on the Postal Service Internet:

- Go to www.usps.com.
- Click on *ABOUT USPS & News*, then *Forms & Publications*, then *Postal Periodicals and Publications*, and then *Manuals*.

— Compensation,
Human Resources, 1-18-07



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Initiate National Dispute

VIA FACSIMILE AND REGULAR MAIL

May 2, 2007

Greg Bell, Director
Industrial Relations
1300 L Street, NW
Washington, DC 20005
202-842-4273 (Office)
202-371-0992 (Fax)

Mr. Doug Tulino
Vice President, Labor Relations
U.S. Postal Service, Room 9014
475 L'Enfant Plaza
Washington, D.C. 20260

Re: APWU No. HQTC20071

Dear Mr. Tulino:

In accordance with the provisions of Article 15, Sections 2 and 4, of the Collective Bargaining Agreement, the American Postal Workers Union, AFL-CIO, hereby initiates a Step 4 dispute over the Postal Service's failure to furnish the APWU with the required Article 19 notice of proposed changes to parts 419.31 and 419.32 of the ELM regarding Postmaster Relief/Leave Replacement Employee Occupation Codes and Salary Grades.

It has been called to our attention that the Postal Service unilaterally issued changes to the Employee and Labor Relations Manual (ELM), (1) revising the occupational code of postmasters exempt from the Fair Labor Standards Act from EAS-15 to EAS-16, and (2) adding a new level 14 occupational code for PMRs.

As you know, the parties have had ongoing disputes regarding Article 1.6.B of the National Agreement. Pursuant to Article 1.6.B, in "offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6.A.1 through 5 above or when the duties are included in the supervisor's position description." Consistent with, but not limited to, past practice and national awards/settlements (including the most recent Das award), and notwithstanding any dispute that the parties may have regarding the performance of bargaining unit work, utilization of PMRs has historically been limited to the absence of a postmaster in EAS-15 or below post offices, where the postmaster is the only career employee.

National Executive Board
William Burrus
President

Cliff "C.J." Guffey
Executive Vice President

Terry R. Stapleton
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

Regional Coordinators
Sharyn M. Stone
Central Region

Jim Burke
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Frankie L. Sanders
Southern Region

Omar M. Gonzalez
Western Region

In case #Q94C-4Q-C 96081517, Arbitrator Das ruled that in those offices (referring to EAS-15 or below) without an assigned career clerk, the performance of bargaining unit clerk work by PMRs utilized as postmaster relief/leave replacement was not a violation of the National Agreement. However, as you know, in small offices with an assigned career clerk, clerks are assigned as Postal Operations Administrators (POAs) to act in the absence of a postmaster. The POA position is an EAS position that is compensated on a similar basis to the PMR position. It appears that the changes to ELM 419.31 and 419.32 permit PMRs to be utilized during the absence of a postmaster in EAS-16 (as opposed to EAS-15 or below) offices.

It is the APWU's position that the above-referenced changes to the ELM directly relate to wages, hours, and working conditions, as they apply to employees covered by the National Agreement. Therefore, the Postal Service is required to provide the Union with proper notice under Article 19. In addition, it is the APWU's position that the Postal Service has taken unilateral action affecting wages, hours and other terms and conditions of employment which violate the terms of the National Agreement, past practice and applicable national settlement and awards.

In accordance with the notification requirements of Article 19, the Postal Service is required to furnish to the APWU the following information regarding notices of proposed changes in handbooks, manuals, and published regulations of the Postal Service that directly relate to wages, hours, and working conditions, as they apply to employees covered by the national Agreement, before such changes can be issued:

The employer shall furnish the Union with the following information about each proposed change: a narrative explanation of the purpose and the impact on employees, and any documentation concerning the proposed change from the manager who requested the change, addressing its purpose and effect.

However, in the instant case, the Postal Service failed and refused to furnish the APWU with each proposed change, a narrative explanation of its purpose and impact on employees, and any documentation concerning the proposed change from the manager(s) who requested the change addressing its purpose and effect.


It is also the Union's position that the issuance of the proposed changes without furnishing the APWU with the above-referenced notification information required pursuant to Article 19, at least sixty (60) days prior to the changes taking effect, constitutes a clear case of willful

Re: Failure to Provide Article 19 Notification re Changes to ELM 419.31 and 419.32
May 2, 2007
Page 3

violation of the notification provisions of our collective bargaining agreement.

It is requested that you or your designee contact Mike Morris at (202) 842-4220 in order to schedule a meeting to discuss this issue pursuant to Article 15, Section 2 and 4, of the collective bargaining agreement.

Sincerely,


Greg Bell, Director
Industrial Relations

APWU #: HQTC20071

Dispute Date: 5/2/2007

Case Officer: Mike Morris

Contract Article(s): 19, No Prior Notification

cc: Resident Officers
File

GB/LB



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Request For Information

May 2, 2007

Greg Bell, Director
Industrial Relations
1300 L Street, NW
Washington, DC 20005
202-842-4273 (Office)
202-371-0992 (Fax)

Mr. A.J. Johnson, Manager
Labor Relations Policies and Programs
U.S. Postal Service
475 L'Enfant Plaza SW
Washington, D.C. 20260

National Executive Board
William Burrus
President
Cliff "C.J." Guffey
Executive Vice President

Terry R. Stapleton
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Regional Coordinators
Sharyn M. Stone
Central Region

Jim Burke
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Frankie L. Sanders
Southern Region

Omar M. Gonzalez
Western Region

Re: Information Request Regarding Changes To Parts 419.31 And 419.32
Of The Employee And Labor Relations Manual (ELM)

Dear Mr. Johnson:

It has been called to our attention that the Postal Service unilaterally issued changes to parts 419.31 and 419.32 of the Employee and Labor Relations Manual (ELM), (1) revising the occupational code of postmasters exempt from the Fair Labor Standards Act from EAS-15 to EAS-16, and (2) adding a new level 14 occupational code for Postmaster Relief/Leave Replacement (PMR) Employee Occupation Codes and Salary Grades.

As you know, the parties have had ongoing disputes regarding Article 1.6.B of the National Agreement. Pursuant to Article 1.6.B, in "offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6.A.1 through 5 above or when the duties are included in the supervisor's position description." Consistent with, but not limited to, past practice and national awards/settlements (including the most recent Das award), and notwithstanding any dispute that the parties may have regarding the performance of bargaining unit work, utilization of PMRs has historically been limited to the absence of a postmaster in EAS-15 or below post offices, where the postmaster is the only career employee.

In case #Q94C-4Q-C 96081517, Arbitrator Das ruled that in those offices (referring to EAS-15 or below) without an assigned career clerk, the performance of bargaining unit clerk work by PMRs utilized as postmaster relief/leave replacement was not a violation of the National Agreement. However, as you know, in other small offices, Post Office Administrators (POA), an EAS position that is compensated on a similar basis to the PMR position, act in relief of a postmaster. As you know, career clerk craft bargaining unit employees are

assigned to act in relief of postmaster, serving as POAs, and receive higher level pay when assigned as a POA. It appears that the changes to ELM 419.31 and 419.32 permit PMRs to be utilized during the absence of a postmaster in EAS-16 (as opposed to EAS-15 or below) offices, instead of POAs.

Without prejudice to the APWU's position or dispute regarding the Postal Service's obligation pursuant to Article 19 of the collective bargaining agreement, the APWU hereby requests the following information:

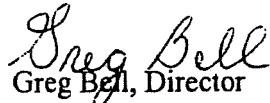
1. A listing of Level 15 and below post offices containing the following information for December 2004, December 2005, and as of December 2006:
 - Finance Number(s)
 - City
 - State
 - Number of employees by designation-activity code and position description
2. A listing of Level 16 post offices containing the following information for December 2004, December 2005, December 2006, and as of April 2007:
 - Finance Number(s)
 - City
 - State
 - Number of employees by designation-activity code and position description
3. Prior to the above-referenced changes to parts 419.31 and 419.32 of the ELM, a postmaster relief/leave replacement (PMR) was restricted to being utilized as a relief or leave replacement during the absence of a postmaster in an EAS 15 or below Post Office.
 - a. What is the purpose and effect of the changes?
 - b. What is the impact on the clerk craft bargaining unit? If it is the Postal Service's position that the changes have no impact or effect on the clerk craft bargaining unit, please explain how that conclusion was reached? In addition, it is requested that the APWU be provided any supporting documentation.
 - c. In small post offices (other than EAS 15 or below post offices), what employees are being assigned to act in relief of postmasters, serving as POA? If an employee other than a career clerk is being assigned to act in relief of a postmaster, it is requested that the Postal Service identify the affected post offices by finance number(s), city, state, and employees' designation-activity code?

Please provide a response with fourteen (14) days from receipt of this letter, indicating whether the Postal Service intends to supply the requested information and, if so, when the information will be provided. If the Postal service does not intend to provide the requested

Re: Information Request Regarding Changes To ELM 419.31 And 419.32
May 2, 2007
Page 3

information, it is requested that an explanation be provided as to why not. Your cooperation in this matter would be greatly appreciated. I look forward to your prompt reply.

Sincerely,


Greg Bell, Director
Industrial Relations

cc: File

Included in this section is a sample grievance to assist stewards and officers when filing grievances over the use of PMR's. (section 12)

Please note this sample grievance **only** addresses **one** issue – the sole issue of a PMR working in a Level 16 office.

If the PMR in a particular Level 16 office is also being utilized in any of the following manners (not limited to this list) another grievance should be filed using the sample grievance found in Section 7 of this CD.

- processing mail prior to the Postmaster's reporting time
- working at the same time as the Postmaster
- supplementing the clerk work force without a dual appointment
- replacing a career craft employee
- being hired in lieu of career craft employees

**STEP 2
GRIEVANCE
APPEAL FORM**

American Postal Workers Union, AFL-CIO

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) 1 Violation of Handbooks/Manuals		CRAFT CLERK	DATE 7/22/2007	LOCAL GRIEVANCE # PMR-1	USPS GRIEVANCE
TO USPS STEP 2 DESIGNEE (NAME AND TITLE) 2 D.WRONG		INSTALLATION / SEC. CEN./ BMC NEW CITY, MO			PHONE
FROM: LOCAL UNION (NAME OF) 3 MISSOURI POSTAL WORKERS UNION		ADDRESS PO BOX 12345	CITY ANYTOWN, MO	STATE MO	ZIP 63000
STEP 2 AUTHORIZED UNION REP. (NAME AND TITLE) 4 G. SMITH		AREA CODE	PHONE (OFFICE)	AREA CODE	PHONE (OTHER)
LOCAL UNION PRESIDENT 5 T. DAYS		AREA CODE	PHONE (OFFICE)	AREA CODE	PHONE (OTHER)
WHERE - WHEN			STEP 1 MEETING & DECISION		MET WITH
UNIT/SEC/BR/STA/OFC 6 284734	DATE/TIME 7/17/07	USPS REP. - SUPR I. KNOWITALL		GRIEVANT AND/OR STEWARD JOHN DOE	
STEP 1 DECISION BY (NAME AND TITLE) 7 I. KNOWITALL		DATE AND TIME 7/20/2007		INITIALS	INITIALING ONLY VERIFIES DATE OF DECISION
GRIEVANT PERSON OR UNION (Last Name First) 8 MISSOURI APWU		ADDRESS PO BOX 12345	CITY ANY TOWN	STATE MO	ZIP 63000
SOCIAL SECURITY NO.		SERVICE SENIORITY/CRAFT	STATUS	LEVEL	STEP
					DUTY HOURS
				OFF DAYS <input type="checkbox"/> SAT <input type="checkbox"/> SUN <input type="checkbox"/> MON <input type="checkbox"/> TUE <input type="checkbox"/> V	
JOB#/PAY LOCATION/ (UNIT/SEC/BR/STA/OFC) 10 284734		WORK LOCATION CITY AND ZIP CODE LINN CREEK, MO		LIFETIME SECURITY <input type="checkbox"/> Yes <input type="checkbox"/> No	VETERAN <input type="checkbox"/> Yes <input type="checkbox"/> No
11 Pursuant to Article 15 of the National Agreement we hereby appeal to Step 2 the following Grievance alleging a Violation of (but not limited to) the following: NATIONAL, (Art./Sec.) ARTICLE 1, 7,19					
LOCAL MEMO (ART./SEC.) OTHER MANUALS, POLICIES, L/M MINUTES, ETC.					

12 DETAILED STATEMENT OF FACTS/CONTENTIONS OF THE GRIEVANT
CLASS ACTION GRIEVANCE. THIS IS A CONTINUAL AND ON GOING VIOLATION


THE POSTAL SERVICE IS UTILIZING PMR'S (POSTMASTER RELIEF/REPLACEMENTS) IN VIOLATION OF THEIR OWN HANDBOOKS AND MANUALS. THE PMR'S ARE ONLY TO BE USED AS OUTLINED IN SECTION 419.31 and 419.32 OF THE EMPLOYEE RELATIONS MANUAL- EDITION 17.

THIS OFFICE IS A LEVEL 16 OFFICE. ACCORDING TO THE LANGUAGE OF 419.31 OF THE ELM A PMR IS DEFINED AS A NON CAREER HOURLY RATE EMPLOYEE WHO PERFORMS AS A RELIEF OR LEAVE REPLACEMENT DURING THE ABSENCE OF A POSTMASTER IN AN **EAS-15OR BELOW** POST OFFICE

THE POSTAL SERVICE UNILATERALLY ISSUED CHANGES TO THE ELM REVISING THE OCCUPATIONAL CODES OF POSTMASTERS EXEMPT FROM THE FAIR LABOR STANDARDS ACT FROM EAS-15 TO EAS-16 AND ADDING A NEW LEVEL 14 OCCUPATIONAL CODE FOR PMRS. THE POSTAL SERVICE FAILED TO FURNISH THE APWU WITH THE REQUIRED ARTICLE 19 NOTICE OF PROPOSED CHANGES TO PARTS 419.31 AND 419.32 OF THE ELM REGARDING PMR EMPLOYEE OCCUPATION CODES AND SALARY GRADES.

13 CORRECTIVE ACTION REQUESTED -- That any/all information (files, records, documents, etc.) relied upon and/or related to this instant grievance be made available at the Step 2 hearing.

CEASE AND DESIST FROM USING PMR'S IN VIOLATION OF APPROPRIATE HAND BOOKS AND MANUALS MAKE APPROPRIATE BARGAINING UNIT EMPLOYEES AND/OR APWU WHOLE FOR ALL HOURS WORKED BY PMR'S IN VIOLATION OF HANDBOOKS AND MANUALS FROM 14 DAYS PRIOR TO STEP 1 DISCUSSION AND UNTIL SUCH TIME THE VIOLATION CEASES OR THE GRIEVANCE IS SETTLED. HIRE CAREER EMPLOYEES TO REPLACE THE PMR'S


SIGNATURE AND TITLE OF AUTHORIZED UNION REP

**STEP 2
GRIEVANCE
APPEAL FORM**

AMERICAN POSTAL WORKERS UNION, AFL-CIO

Discipline (Nature Of) or Contract (Issue)	Craft	Date of Step 2 Appeal	Local Grievance #
Violation of Handbooks/Manuals	CLERK	7/22/2007	PMR-1
Grievant MISSOURI APWU			

12 Detailed Statement of Facts (cont'd)

THE UNION CONTENDS THAT THE ISSUANCE OF THE PROPOSED CHANGES WITHOUT FURNISHING THE APWU WITH THE ABOVE REFERENCED NOTIFICATION IS A CLEAR CASE OF WILLFUL VIOLATION OF THE NOTIFICATIONS PROVISIONS OF OUR COLLECTIVE BARGAINING AGREEMENT. THE UNION HAS INITIATED A NATIONAL STEP 4 DISPUTE OVER THIS VIOLATION

ADDITIONALLY THE REVISED PS FORM 1653 (DATED FEBRUARY 2006) DOES NOT CHANGE THE CLEAR LANGUAGE OF 419 OF THE ELM

THEREFORE THE UNION CONTENDS THAT **ANY** WORK PERFORMED BY A PMR IN A LEVEL 16 OR ABOVE OFFICE IS A VIOLATION OF THE NATIONAL AGREEMENT.

DOCUMENTS ATTACHED.

- 1-SECTION 419. 3 OF THE ELM
- 2-NATIONAL STEP 4 NATIONAL DISPUTE.
- 3-PS FORM 1653

13 Corrective Action (cont'd)

419.3

Pay Administration
Pay Administration Policy for Nonbargaining Unit Employees

is hired at the minimum salary for that grade. The full-time salary is divided by 2080 to determine the appropriate hourly rate.

419.3 **Postmaster Relief/Leave Replacements (PMRs)**

419.31 **Definition**

A PMR is a noncareer hourly rate employee who performs as a relief or leave replacement during the absence of a postmaster in an EAS-15 or below post office.

419.32 **Salary Grades**

PMRs are employed at the Noncareer Temporary Rate schedule grades indicated below, and are paid in accordance with the *Postmaster Relief/Leave Replacements* schedule.

Authorized PM Grade (EAS)	PMR Occupational Code	PMR Grade (NTR)
15	2305-6115	13
13	2305-6113	11
11	2305-6111	9
A-E	2305-6100	3



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Initiate National Dispute

VIA FACSIMILE AND REGULAR MAIL

May 2, 2007

Greg Bell, Director
Industrial Relations
1300 L Street, NW
Washington, DC 20005
202-842-4273 (Office)
202-371-0992 (Fax)

Mr. Doug Tulino
Vice President, Labor Relations
U.S. Postal Service, Room 9014
475 L'Enfant Plaza
Washington, D.C. 20260

Re: APWU No. HQTC20071

Dear Mr. Tulino:

In accordance with the provisions of Article 15, Sections 2 and 4, of the Collective Bargaining Agreement, the American Postal Workers Union, AFL-CIO, hereby initiates a Step 4 dispute over the Postal Service's failure to furnish the APWU with the required Article 19 notice of proposed changes to parts 419.31 and 419.32 of the ELM regarding Postmaster Relief/Leave Replacement Employee Occupation Codes and Salary Grades.

It has been called to our attention that the Postal Service unilaterally issued changes to the Employee and Labor Relations Manual (ELM), (1) revising the occupational code of postmasters exempt from the Fair Labor Standards Act from EAS-15 to EAS-16, and (2) adding a new level 14 occupational code for PMRs.

As you know, the parties have had ongoing disputes regarding Article 1.6.B of the National Agreement. Pursuant to Article 1.6.B, in "offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6.A.1 through 5 above or when the duties are included in the supervisor's position description." Consistent with, but not limited to, past practice and national awards/settlements (including the most recent Das award), and notwithstanding any dispute that the parties may have regarding the performance of bargaining unit work, utilization of PMRs has historically been limited to the absence of a postmaster in EAS-15 or below post offices, where the postmaster is the only career employee.

National Executive Board
William Burrus
President

Cliff "C.J." Guffey
Executive Vice President

Terry R. Stapleton
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

Regional Coordinators
Sharyn M. Stone
Central Region

Jim Burke
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Frankie L. Sanders
Southern Region

Omar M. Gonzalez
Western Region

In case #Q94C-4Q-C 96081517, Arbitrator Das ruled that in those offices (referring to EAS-15 or below) without an assigned career clerk, the performance of bargaining unit clerk work by PMRs utilized as postmaster relief/leave replacement was not a violation of the National Agreement. However, as you know, in small offices with an assigned career clerk, clerks are assigned as Postal Operations Administrators (POAs) to act in the absence of a postmaster. The POA position is an EAS position that is compensated on a similar basis to the PMR position. It appears that the changes to ELM 419.31 and 419.32 permit PMRs to be utilized during the absence of a postmaster in EAS-16 (as opposed to EAS-15 or below) offices.

It is the APWU's position that the above-referenced changes to the ELM directly relate to wages, hours, and working conditions, as they apply to employees covered by the National Agreement. Therefore, the Postal Service is required to provide the Union with proper notice under Article 19. In addition, it is the APWU's position that the Postal Service has taken unilateral action affecting wages, hours and other terms and conditions of employment which violate the terms of the National Agreement, past practice and applicable national settlement and awards.

In accordance with the notification requirements of Article 19, the Postal Service is required to furnish to the APWU the following information regarding notices of proposed changes in handbooks, manuals, and published regulations of the Postal Service that directly relate to wages, hours, and working conditions, as they apply to employees covered by the national Agreement, before such changes can be issued:

The employer shall furnish the Union with the following information about each proposed change: a narrative explanation of the purpose and the impact on employees, and any documentation concerning the proposed change from the manager who requested the change, addressing its purpose and effect.

However, in the instant case, the Postal Service failed and refused to furnish the APWU with each proposed change, a narrative explanation of its purpose and impact on employees, and any documentation concerning the proposed change from the manager(s) who requested the change addressing its purpose and effect.

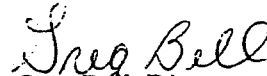
It is also the Union's position that the issuance of the proposed changes without furnishing the APWU with the above-referenced notification information required pursuant to Article 19, at least sixty (60) days prior to the changes taking effect, constitutes a clear case of willful

Re: Failure to Provide Article 19 Notification re Changes to ELM 419.31 and 419.32
May 2, 2007
Page 3

violation of the notification provisions of our collective bargaining agreement.

It is requested that you or your designee contact Mike Morris at (202) 842-4220 in order to schedule a meeting to discuss this issue pursuant to Article 15, Section 2 and 4, of the collective bargaining agreement.

Sincerely,


Greg Bell, Director
Industrial Relations

APWU #: HQTC20071

Dispute Date: 5/2/2007

Case Officer: Mike Morris

Contract Article(s): 19, No Prior Notification

cc: Resident Officers
File

GB/LB



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Request For Information

May 2, 2007

Greg Bell, Director
Industrial Relations
1300 L Street, NW
Washington, DC 20005
202-842-4273 (Office)
202-371-0992 (Fax)

Mr. A.J. Johnson, Manager
Labor Relations Policies and Programs
U.S. Postal Service
475 L'Enfant Plaza SW
Washington, D.C. 20260

National Executive Board
William Burrus
President
Cliff "C.J." Guffey
Executive Vice President

Terry R. Stapleton
Secretary-Treasurer

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James "Jim" McCarthy
Director, Clerk Division

Steven G. "Steve" Raymer
Director, Maintenance Division

Robert C. "Bob" Pritchard
Director, MVS Division

Regional Coordinators
Sharyn M. Stone
Central Region

Jim Burke
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Frankie L. Sanders
Southern Region

Omar M. Gonzalez
Western Region

Re: Information Request Regarding Changes To Parts 419.31 And 419.32
Of The Employee And Labor Relations Manual (ELM)

Dear Mr. Johnson:

It has been called to our attention that the Postal Service unilaterally issued changes to parts 419.31 and 419.32 of the Employee and Labor Relations Manual (ELM), (1) revising the occupational code of postmasters exempt from the Fair Labor Standards Act from EAS-15 to EAS-16, and (2) adding a new level 14 occupational code for Postmaster Relief/Leave Replacement (PMR) Employee Occupation Codes and Salary Grades.

As you know, the parties have had ongoing disputes regarding Article 1.6.B of the National Agreement. Pursuant to Article 1.6.B, in "offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6.A.1 through 5 above or when the duties are included in the supervisor's position description." Consistent with, but not limited to, past practice and national awards/settlements (including the most recent Das award), and notwithstanding any dispute that the parties may have regarding the performance of bargaining unit work, utilization of PMRs has historically been limited to the absence of a postmaster in EAS-15 or below post offices, where the postmaster is the only career employee.

In case #Q94C-4Q-C 96081517, Arbitrator Das ruled that in those offices (referring to EAS-15 or below) without an assigned career clerk, the performance of bargaining unit clerk work by PMRs utilized as postmaster relief/leave replacement was not a violation of the National Agreement. However, as you know, in other small offices, Post Office Administrators (POA), an EAS position that is compensated on a similar basis to the PMR position, act in relief of a postmaster. As you know, career clerk craft bargaining unit employees are

assigned to act in relief of postmaster, serving as POAs, and receive higher level pay when assigned as a POA. It appears that the changes to ELM 419.31 and 419.32 permit PMRs to be utilized during the absence of a postmaster in EAS-16 (as opposed to EAS-15 or below) offices, instead of POAs.

Without prejudice to the APWU's position or dispute regarding the Postal Service's obligation pursuant to Article 19 of the collective bargaining agreement, the APWU hereby requests the following information:

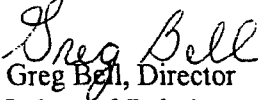
1. A listing of Level 15 and below post offices containing the following information for December 2004, December 2005, and as of December 2006:
 - Finance Number(s)
 - City
 - State
 - Number of employees by designation-activity code and position description
2. A listing of Level 16 post offices containing the following information for December 2004, December 2005, December 2006, and as of April 2007:
 - Finance Number(s)
 - City
 - State
 - Number of employees by designation-activity code and position description
3. Prior to the above-referenced changes to parts 419.31 and 419.32 of the ELM, a postmaster relief/leave replacement (PMR) was restricted to being utilized as a relief or leave replacement during the absence of a postmaster in an EAS 15 or below Post Office.
 - a. What is the purpose and effect of the changes?
 - b. What is the impact on the clerk craft bargaining unit? If it is the Postal Service's position that the changes have no impact or effect on the clerk craft bargaining unit, please explain how that conclusion was reached? In addition, it is requested that the APWU be provided any supporting documentation.
 - c. In small post offices (other than EAS 15 or below post offices), what employees are being assigned to act in relief of postmasters, serving as POA? If an employee other than a career clerk is being assigned to act in relief of a postmaster, it is requested that the Postal Service identify the affected post offices by finance number(s), city, state, and employees' designation-activity code?

Please provide a response with fourteen (14) days from receipt of this letter, indicating whether the Postal Service intends to supply the requested information and, if so, when the information will be provided. If the Postal service does not intend to provide the requested

Re: Information Request Regarding Changes To ELM 419.31 And 419.32
May 2, 2007
Page 3

information, it is requested that an explanation be provided as to why not. Your cooperation in this matter would be greatly appreciated. I look forward to your prompt reply.

Sincerely,


Greg Bell, Director
Industrial Relations

cc: File



Please read instructions on reverse of form before entering data on the front of the form.

Postmaster Relief/Leave Replacement Employment Data

Dear

I am extending to you this offer of employment with the United States Postal Service™ as a Postmaster Relief/Leave Replacement under the following terms and conditions:

- Your duties will involve transacting Postal Service™ business with the public, safeguarding Postal Service property and inventory, and other associated duties identified by the postmaster.

Up to 10 hours of training to perform the assigned duties will be provided, if necessary.

- During the training and when you are assigned to duties of a Postmaster Relief/Leave Replacement, you will be paid at the rate of \$_____ per hour, with appropriate deductions for federal and state taxes and FICA contributions. Working as a Postmaster Relief/Leave Replacement does not afford career status in the Postal Service. In addition, benefits such as participation in the federal retirement system, sick leave, and annual leave are not available.
- With the exception of days in which the postmaster cannot work due to unforeseen circumstances such as illness, the postmaster will identify in advance the days and times your services will be required. In unforeseeable situations, you will be notified as soon as possible to determine your availability for work. (In the situations in which you work 2 or more consecutive days, your employment period will coincide with the duration of the postmaster's leave. In those instances in which you work a single day, the duration of employment will be for the hours worked).

Please accept this offer by signing in the designated box below, return this form after you have completed items 1 through 5.

The applicant must read the Privacy Act statement on the reverse of this form before signing.

Applicant Signature and Date	Postmaster Signature and Date
------------------------------	-------------------------------

Applicant/Employee Information

1. Name (Last, first, MI)		4. Applicant Address (Number, street, suite, apt., P.O. Box, etc.)		
2. Date of Birth (MM/DD/YYYY)	3. Social Security No./Employee ID	4a. City	4b. State	4c. ZIP+4®
5. (a) Are you a male born after December 31, 1959, AND at least 18 years of age? <input type="checkbox"/> Yes <input type="checkbox"/> No				
(b) If your answer to "a" is "Yes," do you certify that you are registered with the Selective Service System? <input type="checkbox"/> Yes <input type="checkbox"/> No				
(c) If your answer to "a" is "No," are you under 18 years of age and do you understand that you are required to register when you reach 18? <input type="checkbox"/> Yes <input type="checkbox"/> No				
(d) If your answer to "b" is "No," has the Selective Service System determined that you are exempt from the registration provisions of Selective Service law and have you submitted proof of exemption? <input type="checkbox"/> Yes <input type="checkbox"/> No				

Completed by Postmaster

6. Employing Post Office™	6b. City	6c. State	6d. ZIP+4
6a. Post Office Address (Number, street, suite, apt., P.O. Box, etc.)		7. Finance No.	

8. Postmaster check the appropriate box and enter the effective date: ESTABLISH TERMINATE RECORD CHANGE
(MM/DD/YYYY)

9. Check Level of Post Office — Postmaster Relief/Leave Replacements (PMR); Des-Act 58-0

Check	Post Office Level	Occupation Code	Rate Schedule Code	Level of Postmaster Relief Replacement	Check	Post Office Level	Occupation Code	Rate Schedule Code	Level of Postmaster Relief Replacement
	A	2305-0040	L	51		11	2305-6111	L	09
	B	2305-0041	L	52		13	2305-6113	L	11
	C	2305-0042	L	53		15	2305-6115	L	13
	D	2305-0044	L	54		16	2305-0073	L	14
	E	2305-6100	L	55					

10. Hourly Rate	11. Last Employment Date	13. Remarks
12. Unemployment Compensation Code*		

District Approval

14a. District	14b. Signature and Title	14c. Date
---------------	--------------------------	-----------

This section contains the National level award Q94C-4Q-C 96081517 by Arbitrator Das along with the APWU synopsis concerning the award on PMR performance of bargaining unit work.

Please note this National award did **not** change any of the language or rules concerning a PMR. It is still a violation for the PMR to be utilized in – but not limited to – the following manner:

- processing mail prior to the Postmaster's reporting time
- working at the same time as the Postmaster
- supplementing the clerk work force without a dual appointment
- replacing a career craft employee
- being hired in lieu of career craft employees

This award did not change the rules concerning Level 16 offices. The APWU contends it is improper for a PMR to be utilized in a Level 16 office.

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

To: Local and State Presidents
Regional Coordinators
National Business Agents
National Advocates
Resident Officers

From: Greg Bell, Director
Industrial Relations

Date: May 8, 2007

Re: Award on Postmaster Relief/Leave Replacements' (PMRs)
Performance of Bargaining Unit Work

In a recent national-level award, Arbitrator Das denied the APWU's grievance challenging postmaster relief/leave replacements' (PMRs) performance of bargaining unit work in small offices without an assigned career clerk. Das ruled specifically that "[t]he performance of bargaining unit (clerk) duties by temporary non-bargaining unit EAS employees utilized as postmaster relief/replacement (PMR) in small post offices without an assigned career clerk is not a violation of the National Agreement." (USPS #Q94C-4Q-C 96081517; 4/16/2007).

This case arose after the APWU initiated a Step 4 over the performance of bargaining unit (clerk) duties by temporary non-bargaining unit EAS employees utilized as postmaster relief/leave replacements (PMRs) in small post offices without an assigned career clerk. There was no disagreement, for purposes of this case, that postmasters in small offices where the postmaster is the only career employee are supervisors within the meaning of Article 1.6.B. The Postmaster Relief/ Leave Replacement position was established to be used in offices where no clerical assistance was authorized when the postmaster was present for duty. The records indicate that in or about 1980, the PMR position replaced Level 3 Clerks who had retired or were otherwise separated.² Compensation for the PMR position was two EAS grades below the

² Prior to Postal Reorganization and negotiation of the first National Agreement in 1971, temporary indefinite substitute Level 3 Clerks were utilized to fill in for the postmasters on their days off in those offices where clerical assistance was not provided when the postmaster was present. These particular Level 3 Clerks, who were utilized only to fill in for the postmaster, were not part of the regular work force (non-career) and did not receive benefits provided to the regular work force.

postmaster grade, and Section 419 of the Employee and Labor Relations Manual defines a PMR as "a noncareer hourly rate employee who performs as a relief or leave replacement during the absence of a postmaster in an EAS-15 or below post office." A March 13, 1980 Postal Bulletin specified that "[o]ffices where career clerks are currently assigned, or where an authorized clerical vacancy exists, will be unaffected by the above changes as long as there is a requirement for clerical assistance when the postmaster is on duty." In small offices with an assigned clerk, a clerk may be assigned to act in relief of the postmaster and serves as a Post Office Administrator (POA), which is an EAS position compensated on a similar basis to the PMR position. There was no dispute by the parties that duties performed by PMRs and postmasters in small offices included core clerk functions of processing mail and performing window service that constitute bargaining unit work under Article 1.6.

The union argued that Article 1.6.B's exception to the prohibition of supervisors performing bargaining unit work when the duties are included in the supervisor's position description does not apply to PMRs. We asserted that PMRs are not postmasters, they do not have position descriptions, and there is no provision specifying that this exception applies to this category of employees. In addition, the union maintained that management replaced Level 3 clerks with PMRs in 1979, by not authorizing "clerical assistance" for postmaster relief duties, thereby increasing the number of postmaster relief hours and the number of PMRs while reducing the number of Level 3 clerks "to insignificance". We contended that all positions assigned to, and work performed in, facilities covered by Article 1.3 and not excluded under Article 1.2 belongs to the APWU bargaining unit, as established by Arbitrator Snow's 2003 award regarding the AMS position. (The APWU acknowledged, however, that the Postal Service may assign purely postmaster duties to PMRs or any other category of postal employee.) Addressing the remedy in this case, the union requested that when there is sufficient bargaining unit work to combine into a full-time duty assignment, management should be required to do so. In addition, we requested that if there is insufficient work to make a full-time duty assignment but enough to meet the PTF minimum; i.e., two hours per pay period, this remedy should be afforded and when there is insufficient work to meet the PTF minimum, all PMR hours spent performing bargaining unit work should be counted as casual hours.

The Postal Service countered that postmasters and PMRs have historically performed the same functions, with the exception of some financial bookkeeping, which includes bargaining unit work. It argued that Arbitrator Garrett's award determined that there is no violation of the Agreement if a postmaster performed bargaining unit work in the past and such work is provided for in the postmaster's job description. Accordingly, management asserted that it follows that PMRs, who are hired to perform the duties of a postmaster when the postmaster is on leave, fall within the holding of the Garrett award since they act as replacements for postmasters who can perform bargaining unit work on a daily basis. The Postal Service further contended that the AMS award does not apply in this case since Article 1.2 excludes "managerial and supervisory personnel" which extends to postmasters and "those who act in their stead . . ."

Arbitrator Das disagreed with the union's argument that PMRs are not excluded from Article 1 and are not covered by the exception to Article 1.6.B's prohibition on performance of bargaining unit work. Das reasoned that "since [the PMRs'] sole function is to fill in for the

postmaster, in offices without clerical assistance, and they perform virtually all of the duties of the postmaster, and no more, it is only reasonable that the postmaster position description serves as their position description as well.” Moreover, Das noted that there is no claim that PMRs are Clerk Craft positions. “If not in the bargaining unit,” he concluded, “PMRs are excluded because, as the Postal Service maintains, they – like the postmasters they replace – fall into the category of ‘managerial and supervisory personnel.’”

Das said that though Garrett’s award on Article 1.6.B in case no. AC-NAT-5221, which was later upheld by him in case no. Q98C-4Q-C 01238942, does not “directly address the performance of bargaining unit work in small offices where no clerical assistance is provided when the postmaster is present,” the holding of that case “has relevance in the present case as well, to the extent that bargaining unit work that had been performed by bargaining unit employees who filled in for the postmaster now is performed by supervisory PMRs.” He specifically cited Arbitrator Garrett’s determination that “[Article] 1-6-B necessarily implies an obligation to act in good faith, rather than arbitrarily taking advantage of this exception [re: performance of work that is included in a supervisor’s job description] to increase the performance of bargaining unit work by supervisors. Thus 1-6-B grants no authority to substitute a supervisor for a bargaining unit employee unless (1) such action can be justified by some change in relevant conditions or operating methods affecting the office *or* (2) otherwise results from good faith action by Management in the exercise of its authority under Article III.”

Das then reasoned that, in this case, management “did not authorize the use of PMRs in offices where there were clerk craft employees who performed clerical duties when the postmaster was present” and “also did not act to replace Level 3 Clerks employed solely for the purpose of filling in for the postmaster, until they retired or otherwise separated.” He found that the Level 3 Clerks that were the subject of this challenge “were converted from substitute non-career employees to regular career employees retroactive to 1971, ... and were protected” and “the Postal Service articulated a reasonable and good faith basis for substituting a temporary supervisory PMR for those bargaining unit employees previously employed solely to fill in for the postmaster, when those employees separated, so as to satisfy the standard set forth in the *Garrett Award*.” Arbitrator Das concluded that “[t]his was not an effort to increase the performance of bargaining unit work by supervisors by arbitrarily taking advantage of an exception in Article 1.6.B.” and therefore didn’t constitute a violation of the National Agreement.

Enclosure

GB/MW:jm
OPEIU #2
AFL-CIO

National Arbitration Panel

In the Matter of Arbitration)
)
)
 between)
)
)
United States Postal Service) Case No.
) Q94C-4Q-C 96081517
)
 and)
)
American Postal Workers Union)

Before: Shyam Das

Appearances:

For the Postal Service: Howard J. Kaufman, Esq.
For the APWU: Anton G. Hajjar, Esq.
Place of Hearing: Washington, D.C.
Dates of Hearing: June 6, 2006
 July 26, 2006
Date of Award: April 16, 2007
Relevant Contract Provision: Article 1
Contract Year: 1994-1998
Type of Grievance: Contract Interpretation

Award Summary

The performance of bargaining unit (clerk) duties by temporary non-bargaining unit EAS employees utilized as postmaster relief/leave replacement (PMR) in small post offices without an assigned career clerk is not a violation of the National Agreement.



Shyam Das, Arbitrator

On July 19, 1996, the American Postal Workers Union initiated this grievance at Step 4. At issue in this case is the performance of bargaining unit (clerk) duties by temporary non-bargaining unit EAS employees utilized as postmaster relief/leave replacement (PMR) in small post offices without an assigned career clerk. In many of these post offices, the postmaster is the only career employee. In others, the postmaster may also supervise rural letter carriers. PMRs are compensated two EAS grades below the postmaster grade.¹

A Postal Service witness testified that a PMR performs roughly the same duties as the postmaster, except for overall accountability for the money (daily accounting). The witness elaborated that PMRs perform:

Well, everything from opening the office, sorting the mail, selling postal products, dealing with customer complaints, dealing with customer questions. They would have to be knowledgeable about our line, retail products, as the postmaster would. If there were any subordinate employees, providing any advice and things to them that would be appropriate, in the whole gamut of everything from selling stamps to filling out the forms, insuring the security of the office.

Article 1, Section 6 of the National Agreement provides as follows:

¹ In small offices with an assigned clerk, the clerk may be assigned to act in relief of the postmaster, serving as a Post Office Administrator (POA), an EAS position that is compensated on a similar basis to the PMR position.

Section 6. Performance of Bargaining
Unit Work

A. Supervisors are prohibited from performing bargaining unit work at post offices with 100 or more bargaining unit employees, except:

1. in an emergency;
2. for the purpose of training or instruction of employees;
3. to assure the proper operation of equipment;
4. to protect the safety of employees;
or
5. to protect the property of the USPS.

B. In offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6.A.1 through 5 above or when the duties are included in the supervisor's position description.

(Emphasis added.)

The language of Article 1.6 has remained unchanged since 1973.

There is no dispute that some of the duties performed by PMRs and postmasters in these small offices involve core clerk functions of processing the mail and performing window service, which constitute bargaining unit work within the meaning of Article 1.6. See: Case No. AC-N-6922 (Snow, 1990), hereinafter AC-N-6922.

The Union, for purposes of this case, accepts that postmasters in small offices where the postmaster is the only career employee are supervisors within the meaning of Article 1.6.B. The position descriptions for these postmasters (EAS-11, EAS-13 and EAS-15) include the following duties:

May personally handle window transactions and perform distribution tasks as the workload requires.

A PMR position is generally filled by someone from the community, including relatives of the postmaster. Section 123.4 (Assignment of Postmaster Relief) of the Administrative Support Manual (ASM) provides:

123.42 Office Without Career Clerk

In offices without an assigned career clerk, a temporary postmaster relief/leave replacement may be used for a limited term to relieve the postmaster during all hours the post office is open to the public. The postmaster may be in a duty status or off duty during the period of absence.

Section 419 (Supplemental [Noncareer] Workforce) of the Employee and Labor Relations Manual (ELM) includes the following definition:

419.14 Postmaster Relief/Leave Replacements (PMRs)

419.141 Definition

A PMR is a noncareer hourly rate employee who performs as a relief or leave replacement during the absence of a postmaster in an EAS-15 or below post office.

There is no separate position description for the PMR position.

The PMR position has its origins in the mid- to late-1970s. Prior to Postal Reorganization and the negotiation of the first National Agreement in 1971, in post offices where clerical assistance was not provided when the postmaster was present, temporary indefinite substitute Level 3 Clerks evidently were utilized to fill in for the postmasters on their days off. When so utilized, these clerks were assigned to the position of Special Clerk, PS-4, one level above Level 3 Clerk. The Basic Function of this PS-4 position was: "Assumes administrative responsibility for the operation of a third-class post office on the nonworkday of the postmaster." Both before and after 1971, these Level 3 Clerks were included in the clerk craft bargaining unit, like other Level 3 Clerks in post offices where clerical assistance was provided when the postmaster was present. Pursuant to the National Agreement, these bargaining unit employees ultimately were converted to the regular work force, retroactive to 1971. The Postal Service unsuccessfully sought Union agreement to convert them to "Postmaster Replacement" outside the bargaining unit.

In 1975, the Postal Service established new supervisory positions, entitled Postal Operations Administrator (POA), to be used in small offices in lieu of the Special Clerk,

PS-4 position to provide entitlement to higher level compensation for both postmaster relief and replacement service.² In or about 1980, the PMR position at issue in this case was established to be utilized only in offices where no clerical assistance is authorized when the postmaster is present for duty. As the PS-3 clerks in such offices retired or otherwise separated, they were replaced by non-bargaining unit PMRs. As stated in a March 13, 1980 Postal Bulletin:

Offices where career clerks are currently assigned, or where an authorized clerical vacancy exists, will be unaffected by the above changes as long as there is a requirement for clerical assistance when the postmaster is on duty.

The POA position continued to be utilized for postmaster relief and replacement in small offices that had assigned career employees in addition to the postmaster.

The present national level grievance was filed in 1996, as was a national level grievance protesting assignment of non-clerk craft employees to POA positions. The POA grievance ultimately was withdrawn by the Union, which stresses that the issues in that case were different from those presented here.

In 1997 the Union filed a unit clarification petition with the NLRB, in which the Union claimed that a number of EAS positions, including PMR and POA, should be bargaining unit

² The POA position, as previously noted, is compensated at two EAS grades below the postmaster grade.

positions. On December 13, 1999 the parties entered into a settlement agreement, pursuant to which the Union withdrew its unit clarification petition and the parties agreed to arbitrate before Arbitrator Carlton Snow a number of grievances initiated on August 27, 1998 relating to specific EAS jobs claimed by the Union. The settlement agreement included the following provisions:

- APWU will withdraw the 8/27/98 Postmaster national level grievance and any other grievances in existence as of the signing of this settlement agreement which claim that Postmaster positions are clerk craft positions. This settlement agreement does not resolve any pending grievances over issues related to Postmaster Relief or Post Office Administrator positions.

* * *

- In initiating the several August 27, 1998 grievances, the APWU intended to broadly encompass disputes over whether the positions belong in the bargaining unit or whether the positions contain duties which should be assigned to the bargaining unit. The parties shall apply the national level arbitration awards which are issued as a result of this settlement agreement as broadly as possible in an effort to resolve other pending EAS grievances raising the same or similar issues or arguments.

Before his untimely death in 2004, Arbitrator Snow issued decisions in at least two of the grievances referred to in the 1999 settlement agreement, including Case No. Q94C-4Q-C 98117564

(2003), relating to the Address Management System Specialist (AMS) position, hereinafter AMS Award.

UNION POSITION

This case involves the Postal Service's utilization of non-career PMR personnel to perform bargaining unit work in offices in which no clerks are assigned and the postmaster is the only permanent employee. The Union stresses that these offices are covered facilities under Article 1.3. Accordingly, even though no bargaining unit employees may be permanently assigned to these postmaster-only offices, the National Agreement applies to them and the Union's work jurisdiction extends to them.

Article 1.6 articulates a rule that supervisors may not perform bargaining unit work except in specifically enumerated circumstances. A limited exception to the general rule prohibiting supervisors from performing bargaining unit work exists under Article 1.6.B in the case of small offices with 99 or fewer employees. When bargaining unit duties are included in their position descriptions, postmasters are allowed to perform bargaining unit work in these small offices. The Postal Service argues that this allowance extends to PMRs. But, the Union maintains, PMRs are not postmasters, and PMRs do not even have position descriptions. Article 1.6.B specifies the exception to the rule against supervisors performing bargaining unit work in small offices. There is no exception listed for PMRs. Therefore, the Postal Service's position in this case is without merit.

The Union maintains that the historical record shows that over the years the Postal Service slowly, but surely, replaced career Level 3 Clerks with PMRs. The record indicates that in 1971, after passage of the Postal Reorganization Act, there were over 18,000 Third Class Clerks, of whom more than 13,000 only replaced postmasters, primarily on Saturdays. These former non-career substitutes who relieved the postmaster were within the group of employees converted to PTF (part-time flexible) status in accordance with the 1971 National Agreement. The Postal Service failed in its attempt to exclude third class offices from facilities covered by the National Agreement and to exclude the former non-career substitutes if they were used only as replacements for the postmaster. The Union stuck to its position that these employees were part of the unit in accordance with the 1962 representation election and refused to remove them. Starting in June 1973 the Postal Service finally began to place all these employees in the regular work force retroactive to 1971.

In 1979, however, the Postal Service decreed that when Level 3 Clerks in small offices were not being replaced when they were separated because of the supposed lack of need for clerical assistance, the Postal Service henceforth would use only non-career temporary personnel. Stymied in its efforts to exclude clerks performing postmaster relief duties, the Postal Service took another tack: unilaterally, it simply stopped authorizing "clerical assistance" for postmaster relief duties and assigned those duties to PMRs. As a consequence, although the amount of postmaster relief hours has increased, as has the

number of PMRs, the number of Level 3 Clerks has diminished to insignificance.

In 1976 the APWU filed a grievance protesting the Postal Service's decision unilaterally to revise position descriptions in an effort to pack more bargaining unit work into the "position description" proviso in Article 1.6.B and to declare the postmaster the "basic clerk", doing all the postmaster could get done -- both bargaining unit work and postmaster work -- in a 40-hour week, with clerks utilized only when necessary to supplement the postmaster. In a national decision, Arbitrator Garrett rejected any effort to increase utilization of postmasters to the detriment of clerks. See: Case No. AC-NAT-5221 (Garrett 1978), hereinafter Garrett Award. This proposition recently was upheld in Case No. Q98C-4Q-C 01238942 (Das 2005), hereinafter Das Award. But, the Union argues, this is precisely what the Postal Service has done in the case of PMRs. The work formerly done by the clerks who should have been converted to career employees in 1971, and eventually were converted after lengthy delays, were slowly but surely deprived of work opportunities by the employment of non-unit PMRs.

The Union contends that a separate and independently sufficient reason to sustain its grievance in this case is found in Arbitrator Snow's 2003 AMS Award. In that case, the Union protested the Postal Service's action in creating an EAS position (AMS) and assigning that position bargaining unit work in violation of the National Agreement. Arbitrator Snow accepted the Union's argument that Article 1 is written in terms

of inclusion. All positions assigned to and work performed in facilities covered under Article 1.3 and not excluded under Article 1.2 belong to the APWU bargaining unit -- in this case, the clerk craft. The Union insists this is a final and binding interpretation of the National Agreement. It also points out that it is not claiming that the PMR position must be assigned to the clerk craft, but is relying on that the portion of the Snow award which found that the work performed by the AMS position was work belonging to the clerk craft. The Union asserts that the Postal Service is free to assign the purely postmaster duties (not including bargaining unit work) to PMRs or any other category of postal employee.

The Union vigorously rejects any claim by the Postal Service that the Union has acquiesced in the practice of assigning bargaining unit work to PMRs. It notes, first of all, that the Postal Service's step 4 denial in this case does not argue that the Union has acquiesced in PMRs performing bargaining unit work or that the grievance is untimely. At any rate, the Union insists, the Postal Service failed to prove acquiescence.

The Union points out that the issue of supervisors performing bargaining unit work has vexed the parties for years -- well before the Postal Service created the PMR position in 1980. The first order of business was the necessity of defining exactly what constituted bargaining unit work for purposes of Article 1.6. All grievances presenting this issue were held up awaiting an award in AC-N-6922, the lead case. Indeed, in 1982 Arbitrator Howard Gamser issued an interim award ordering the

parties to continue to hold all such cases in abeyance until a decision issued in AC-N-6922, which was then pending before him. According to the Postal Service in that case, the parties had held all Article 1.6 grievances in abeyance since 1973. By 1979 about 500 cases were being held. Unfortunately, Arbitrator Gamser died before he could issue an award, which further delayed resolution of Article 1.6 disputes. Ultimately Arbitrator Snow completed the case when he issued his award on July 3, 1990. That award specifically mentioned the many cases being held at that time.

The Union asserts that as early as November 6, 1979, as reflected in a Postal Service letter to the clerk craft president, the APWU was complaining that the several directives issued in 1979 seemed to authorize the hiring of temporary employees to replace retiring Level 3 Clerks. On April 7, 1982, then Executive Vice President William Burrus protested "the policy of hiring EAS Postmaster Relief/Leave Replacements in lieu of bargaining unit employees."

The Postal Service stressed that the Union has not shown that this specific grievance was among those held for Arbitrator Snow's award in AC-N-6922. But APWU Executive Vice President Guffey explained in his testimony that he consolidated the many grievances into this national level grievance that was filed in 1996. The Postal Service has not claimed that this grievance is untimely.

In its post-hearing brief, the Union states that the appropriate remedy in this matter should be as follows:

1. When there is sufficient bargaining unit work to combine into a full-time duty assignment, the Postal Service should be required to do so. This remedy is in accordance with Article 7.3B, which requires the Postal Service to maximize the number of full-time employees and minimize the number of PTFs.

2. When there is insufficient work to make a full-time duty assignment but enough to meet the PTF minimum - that is, two hours per pay period - the Postal Service should be ordered to do so.

3. When there is insufficient work to meet the PTF minimum, all PMR hours spent performing bargaining unit work must be counted as casual hours....

If - and only if - the Arbitrator rejects the first two items in the APWU's suggested remedy, alternatively at a minimum all PMR hours performing unit work must be counted as casual hours.

EMPLOYER POSITION

The Postal Service stresses that postmasters, as well as postmaster relief personnel, always have performed bargaining unit work consistent with Article 1.6 of the National Agreement and the interpretation of that provision in the Garrett Award and the Das Award. Moreover, postmasters and PMRs historically have performed the same functions that the Union now challenges in this arbitration. The Postal Service points out that there is no serious dispute that PMRs perform all the functions of the postmaster except for some daily financial bookkeeping.

Therefore, the Union's argument in this grievance is that postmasters and PMRs in these small offices without clerks are violating the National Agreement when they perform bargaining unit work.

The Postal Service contends that the Garrett Award clearly held there is no contract violation if the postmaster has performed bargaining unit work in the past and that is provided for in the job description. In this case, the relevant postmaster position descriptions include performance of the bargaining unit duties, such as sorting mail and window transactions, that the Union challenges. It follows that PMRs, hired to perform the postmaster function when the postmaster is on leave, can perform bargaining unit work on a daily and regular basis, and they have done so since 1975. The holding of the Garrett Award is that postmasters -- and by implication those that act as their replacements -- can perform bargaining unit work on a regular and daily basis.

The Postal Service notes that the Union has repeatedly failed in its efforts, through collective bargaining, to limit postmasters and supervisors to performance of non-bargaining unit work. The Postal Service has rejected all attempts to impose such a restriction, in order to maintain the efficiency of operations consistent with Article 3.

The Postal Service rejects the Union's reliance on the AMS Award issued by Arbitrator Snow in 2003 for the proposition that the bargaining unit includes all personnel and work not excluded in Article 1.2. In the first place, Article 1.2

excludes "managerial and supervisory personnel", and postmasters and those who act in their stead clearly are managers and supervisors under the most recent test utilized by the NLRB. See Oakwood Healthcare, Inc., 348 NLRB 37 (2006). Moreover, since PMRs have been outside the bargaining unit since the mid-1970s, it is not appropriate, under well settled NLRB law, to accrete employees to an existing unit they have been historically excluded from. Furthermore, the Union has never sought to bargain over their inclusion.³

The Postal Service also argues that the Union's reliance on the old Special Clerk, PS-4 position is misplaced, inasmuch as that position no longer exists. In any event, the Postal Service asserts, what the Union is arguing is that a supervisory position should be transferred to a defunct job category in the bargaining unit even though that supervisory position (PMR) performs "managerial and supervisory" functions among its myriad duties. Moreover, the Postal Service contends that the evidence does not support the Union's argument that this has always been an issue. The Union has not pointed to a single grievance prior to this grievance in 1996 concerning the issue of PMRs performing bargaining unit work.

³ The parties currently are engaged in litigation regarding the AMS Award, and the Postal Service has filed a unit clarification petition with the NLRB relating to the AMS position. The Union in this case does not claim existing PMRs should be included in the bargaining unit, but seeks a determination that they improperly are performing bargaining unit work. It does not seem necessary to get into further details here regarding the parties' ongoing dispute regarding AMS employees and the work they perform.

FINDINGS

Prior to Postal Reorganization and negotiation of the first National Agreement in 1971, as best I can determine from the documentary record, temporary indefinite substitute Level 3 Clerks were utilized to fill in for postmasters on their days off in those offices where clerical assistance was not provided when the postmaster was present. These particular Level 3 Clerks -- who were utilized only to fill in for the postmaster -- were not part of the regular work force and did not receive benefits provided to the regular work force. They were not assigned work as Level 3 Clerks, but rather were upgraded to Special Clerk, PS-4 to fill in for the postmaster.⁴

As the Union stresses, the temporary indefinite substitute Level 3 Clerks -- who evidently numbered over 13,000 in 1971 -- had been included in the clerk craft unit since 1962. As stated by Deputy Postmaster General Conway in an August 2, 1978 letter to APWU President Andrews (Union Exhibit 14):

...[D]uring and after negotiations for the July 20, 1971 National Agreement, many discussions were had with Mr. Stu Filbey [then APWU President] regarding clerks in third-class post offices. We advised Mr. Filbey that in order to solve the overall

⁴ Other Level 3 Clerks who were employed in post offices where clerical assistance was provided when the postmaster was present were either regular clerks or career substitutes (who were converted to full-time or part-time regular employees under the 1971 National Agreement). These Level 3 Clerks also were upgraded to Special Clerk, PS-4 if and when they filled in for the postmaster.

problem, we would convert the "career regulars" and "substitute clerks" to full-time or part-time, as appropriate. It was proposed to convert the remaining temporary indefinite substitute clerks to "Postmaster Replacement." Mr. Filbey stated that all of those employees had been "considered" within his bargaining unit since 1962, that they voted in the election then, and that he was not about to deprive them of regular work force status and the benefits of the Agreement. Ultimately, it was agreed to convert all these employees into the regular work force. The mass conversions, of course, granted career status and Civil Service Retirement coverage to the former temporary indefinite clerks. The conversions started in June 1973, retroactive to July 20, 1971.

In 1975, after discussions with the Union, the Postal Service replaced the old Special Clerk, PS-4 position with the EAS Post Office Administrator position. The POA was a non-bargaining unit position to be utilized when employees filled in for the postmaster in small offices.⁵ The POA position was utilized both in offices where clerical assistance was provided when the postmaster was present and in those offices where the

⁵ The record does not indicate that the Union agreed that the POA position -- if it included performance of bargaining unit duties -- was not to be included in the bargaining unit, but there is no evidence that the Union filed any grievance or otherwise sought to have the POA position included in the bargaining unit until 1996. It may well be, however, that employees who were upgraded to the POA position and who performed bargaining unit work while serving in that capacity were members of the clerk craft. In 1997, the Union sought to include the POA (and PMR) positions in the bargaining unit in its unit clarification petition to the NLRB, which it later withdrew pursuant to the 1999 settlement agreement.

postmaster otherwise was the only employee. In the former category of offices, where there were Level 3 Clerks on the rolls (as regular employees retroactive to 1971), these employees in reality only worked as POAs after that position was created, as they had previously worked only as Special Clerk, PS-4s.

The next significant step taken by the Postal Service was the establishment of the PMR, an EAS non-bargaining unit position, in or about 1980. As Level 3 Clerks in offices where no clerical assistance was provided when the postmaster was present retired or otherwise separated, they were not replaced with a new clerk. Instead, the Postal Service utilized temporary non-bargaining unit employees as PMRs to fill in for the postmaster in offices where the postmaster otherwise was the only employee.⁶ Postmaster General Bolger set forth the Postal Service's policy and basis therefore in a June 17, 1980 letter to Congressman Hanley (Union Exhibit 24):

The Postmaster Relief/Leave Replacement policy...is only applicable to offices where no career clerical positions are assigned due to the limited workload which is handled solely by the postmaster when on duty. In order to place this matter in the proper perspective, it is necessary to explain that the offices affected are very small, usually in rural areas. The labor pool in these areas is very limited. In order to simplify the process of replacing postmasters who are absent for any reason and to solve the

⁶ NTE (not to exceed) 1 year non-career temporaries evidently began to be utilized as non-bargaining unit PMRs in these circumstances in or about September 1979 (Union Exhibit 18).

problems these postmasters were having in hiring relief, the Postal Service waived the requirement that they be hired off a register. This has long been established policy in CAG-L offices in the former fourth-class category. It applies equally in the case of rural emergency substitute carriers.

Other considerations that entered into the development of this policy include:

- a) the intermittent nature of the employment, which frequently must be scheduled on an emergency basis.
- b) the limited number of work hours available which makes the opportunity less attractive and even more difficult to fill.
- c) the fact that postmaster relief and replacement is not bargaining unit work and career employees have no vested right to it.
- d) the mandate of the Postal Reorganization Act that wage scales be comparable to those paid workers in the private sector for similar employment. Our former wage scales for relief and replacement were considerably out of line with those in the private sector and were accordingly adjusted under the provisions of the new policy.

I would like to reaffirm that this policy does not affect the hours of work available to career employees in any office where they are presently employed.

The Union's response to this utilization of non-bargaining unit employees as PMRs is reflected in a number of

documents in the record. In a November 6, 1979 letter to Clerk Craft President Morgen (Union Exhibit 20) Labor Relations official Weitzel stated:

It is my understanding that you met with Bob Krause of my staff on November 2, 1979, to discuss instructions recently released to Postal Service field management concerning Postmaster Relief/Replacement. During the course of the meeting, you expressed concern that PS-3 clerks who retire may be automatically replaced by temporary employees (Postmaster Replacement/Relief EAS 9, 11, 13) and that the duties of such temporaries would not be properly limited to postmaster replacement/relief work.

With regard to the foregoing, present instructions are intended (within the terms of the National Agreement) to limit the use of temporary postmaster replacement and relief personnel in EAS 9, 11, and 13 offices to non-bargaining unit work; that is specifically, Saturday postmaster relief situations or when the postmaster is replaced while on leave. If a PS-3 clerk retires from an office where clerical assistance is to be authorized when the postmaster is present for duty, it is intended that such assistance will be provided by a bargaining unit employee.

According to Union notes of a June 10, 1981 meeting with Labor Relations Specialist Kahn (Union Exhibit 23), Morgen stated:

We object to any office where there is a bargaining unit employee for clerical assistance hours and a non-bargaining unit employee to be used for Postmaster Relief.

* * *

APWU position is and has been that all Postmaster relief duties belong in the bargaining unit. This has been a consistent position since the 1971 Agreement. We also referred to correspondence from former President Filbey and Deputy Postmaster General Conway related to this issue [Union Exhibit 14 quoted earlier].

On April 7, 1981, then APWU Executive Vice President Burrus wrote to Assistant Postmaster General Gildea (Union Exhibit 26):

The Postal Service has established a non-career Postmaster Relief/Replacement position to be utilized in lieu of bargaining unit employees.

On August 2, 1978 Deputy Postmaster General Conway corresponded with President Emmet Andrews (copy attached) recognizing the bargaining unit status of clerical employees in third-class offices. It is apparent that the policy of hiring EAS Postmaster Relief/Leave Replacements is in lieu of bargaining unit employees identified in Mr. Conway's correspondence. I am requesting the total number of EAS Postmaster Relief/Leave Replacement Employees on the rolls by Region in which employed.

In an April 22, 1982 response (Union Exhibit 27), Gildea listed a total of over 10,000 PMRs on the rolls nationwide. In a November 30, 1982 letter to Gildea (Union Exhibit 29), following resolution of another matter related to Level 3 Clerks, Burrus indicated:

The Postal Service and the American Postal Workers Union previously agreed to separate the Advancement/Relegation issue from the Article 1, Section 6B issues. Agreement has been reached on the Advancement/Relegation and I am available to discuss the following outstanding issues.

1. The utilization of non-career Postmaster Relief/Replacement (temporary) employees;
2. The performance of bargaining unit work by Postmasters in small post offices.

There is no further evidence regarding any subsequent discussions between the parties regarding PMRs prior to the filing of the present grievance in 1996. The Union asserts that grievances relating to PMRs, like all other grievances involving Article 1.6 were held in abeyance pending the decision in AC-N-6922, not decided until 1990, and then were consolidated in the present grievance. But there is no specific evidence of any actual grievances regarding PMRs having been filed before this grievance in 1996. Moreover, as stated in Arbitrator Snow's 1990 decision in AC-N-6922 -- which notably did not address Article 1.6.B -- the grievances consolidated in that proceeding did not concern the exceptions in the prohibition in Article 1.6, but the prohibition itself. The parties in that case agreed to submit eight (originally nine) separate issues for arbitration, each involving whether a particular work function was or was not "bargaining unit work," in the context of Article 1.6. There never has been any question that the window and distribution functions performed in small post offices by postmasters and PMRs are "core mail processing functions" that

constitute bargaining unit work. Therefore, logically there would have been no reason to hold grievances relating to work performed by PMRs in abeyance until AC-N-6922 was decided.⁷

The Union's primary position in the present case was succinctly stated by APWU Executive Vice President Guffey in his testimony:

What I am saying...is the individual you bring into the Postal Service to do bargaining unit work either has to be a bargaining unit employee or excluded specifically by the terms of the National Agreement. These temporary employees are not excluded by the terms of our National Agreement by our Article 1 -- Article 1-2 or 1-6 because they are not supervisors and they have no job description.

Although the Union cites Article 1.2 in support of its position it is not claiming in this grievance that PMRs are clerk craft positions, and it withdrew its 1997 unit clarification petition which included such a claim. The 1999 settlement agreement, under which the petition was withdrawn, did not include an agreement to arbitrate that claim, similar to the agreement

⁷ As the Union points out, Arbitrator Ganser in a 1982 decision in Case No. A8-NAT-1588 did broadly conclude that there was an understanding between the parties that "all Article 1, Section 6 cases" were to be held in abeyance pending his decision in AC-N-6922, but that was in the context of ruling on the Union's effort to separate out for immediate arbitration one of the nine issues that had been consolidated in that case. In any event, as previously noted, there is no evidence of any specific grievances having been filed regarding PMRs performing bargaining unit work prior to 1996, more than five years after AC-N-6922 was ultimately decided by Arbitrator Snow.

which ultimately resulted in the AMS Award. If not in the bargaining unit, PMRs are excluded because, as the Postal Service maintains, they -- like the postmasters they replace -- fall into the category of "managerial and supervisory personnel." As such, under Article 1.6.B they can perform bargaining unit work "when the duties are included in the supervisor's position description."

The Union insists that PMRs are not covered by the exception in Article 1.6.B because they are not postmasters and do not even have position descriptions. But since their sole function is to fill in for the postmaster, in offices without clerical assistance, and they perform virtually all of the duties of the postmaster, and no more, it is only reasonable that the postmaster position description serves as their position description as well. Obviously, the Postal Service unilaterally could have established a separate EAS position description for the PMR position which set forth the functions in the postmaster description -- including handling of window and distribution tasks. It is difficult, however, to see what purpose that would have served, given the function of the PMR to fill in for the postmaster. It is equally difficult to see how the Union's objection to the use of PMRs to perform clerk functions would change if such a separate description had been or were to be established by the Postal Service.

Neither the Garrett Award nor the Das Award directly address the performance of bargaining unit work in small offices where no clerical assistance is provided when the postmaster is present. Those are the only offices in which PMRs are

authorized and have been authorized for over twenty-five years. To the extent a PMR stands in the shoes of the postmaster, the PMR logically should be able to perform the same duties as the postmaster is authorized to perform, including window and distribution tasks.

The Union, however, stresses that prior to establishing the PMR position in or about 1980, the Postal Service had utilized bargaining unit Level 3 Clerks -- upgraded to Special Clerk, PS-4 and later to the EAS POA position -- to fill in for postmasters even in offices where no clerical assistance was provided when the postmaster was present. The Union objects to the substitution of non-bargaining unit PMRs for those clerk craft employees.

The Garrett Award states:

... [Article] I-6-B necessarily implies an obligation to act in good faith, rather than arbitrarily taking advantage of this exception to increase the performance of bargaining unit work by supervisors. Thus I-6-B grants no authority to substitute a supervisor for a bargaining unit employee unless (1) such action can be justified by some change in relevant conditions or operating methods affecting the office or (2) otherwise results from good faith action by Management in the exercise of its authority under Article III.

(Emphasis in original.)

Although the context was different, this holding has relevance in the present case as well, to the extent that bargaining unit

work that had been performed by bargaining unit employees who filled in for the postmaster now is performed by supervisory PMRs.

In this case, the Postal Service did not authorize the use of PMRs in offices where there were clerk craft employees who performed clerical duties when the postmaster was present. In those offices, bargaining unit employees continued to be used to fill in for the postmaster as a POA. The Postal Service also did not act to replace Level 3 Clerks employed solely for the purpose of filling in for the postmaster, until they retired or otherwise separated. The individual Level 3 Clerks whom the Union sought to protect in the aftermath of Postal Reorganization were converted from substitute non-career employees to regular career employees retroactive to 1971 in accordance with the National Agreement, and were protected. Moreover, as reflected in previously cited documents in this record, the Postal Service articulated a reasonable and good faith basis for substituting a temporary supervisory PMR for those bargaining unit employees previously employed solely to fill in for the postmaster, when those employees separated, so as to satisfy the standard set forth in the Garrett Award. This was not an effort to increase the performance of bargaining unit work by supervisors by arbitrarily taking advantage of the exception in Article 1.6.B.

For all of the reasons set forth above, I conclude that the performance of bargaining unit (clerk) duties by temporary non-bargaining unit EAS employees utilized as postmaster relief/leave replacement (PMR) in small post offices

without an assigned career clerk is not a violation of the National Agreement.

AWARD

The performance of bargaining unit (clerk) duties by temporary non-bargaining unit EAS employees utilized as postmaster relief/leave replacement (PMR) in small post offices without an assigned career clerk is not a violation of the National Agreement.



Shyam Das, Arbitrator