

APRIL 19, 1998

DELEGATES

SMALL OFFICE ISSUES

ENCLOSED ARE A NUMBER OF DOCUMENTS ADDRESSING ISSUES OR PROBLEMS THAT ARE COMMON TO SMALLER OFFICES. HOPEFULLY THIS INFORMATION WILL ASSIST YOU IN RESOLVING SIMILAR SITUATIONS WHICH MAY OCCUR IN YOUR PARTICULAR OFFICE.

MANY OF THESE SITUATIONS OR PROBLEMS CAN BE RESOLVED BY USING "BRUSH-FIRE" PROCEDURES THROUGH OUR OFFICE IF YOU ARE UNABLE TO RESOLE THE ISSUE LOCALLY. AS USUAL, FEEL FREE TO CONTACT OUR OFFICE AT ANY TIME FOR ANY ADDITIONAL ASSISTANCE.

YOURS FOR A STRONGER UNION,

IN UNION SOLIDARITY,



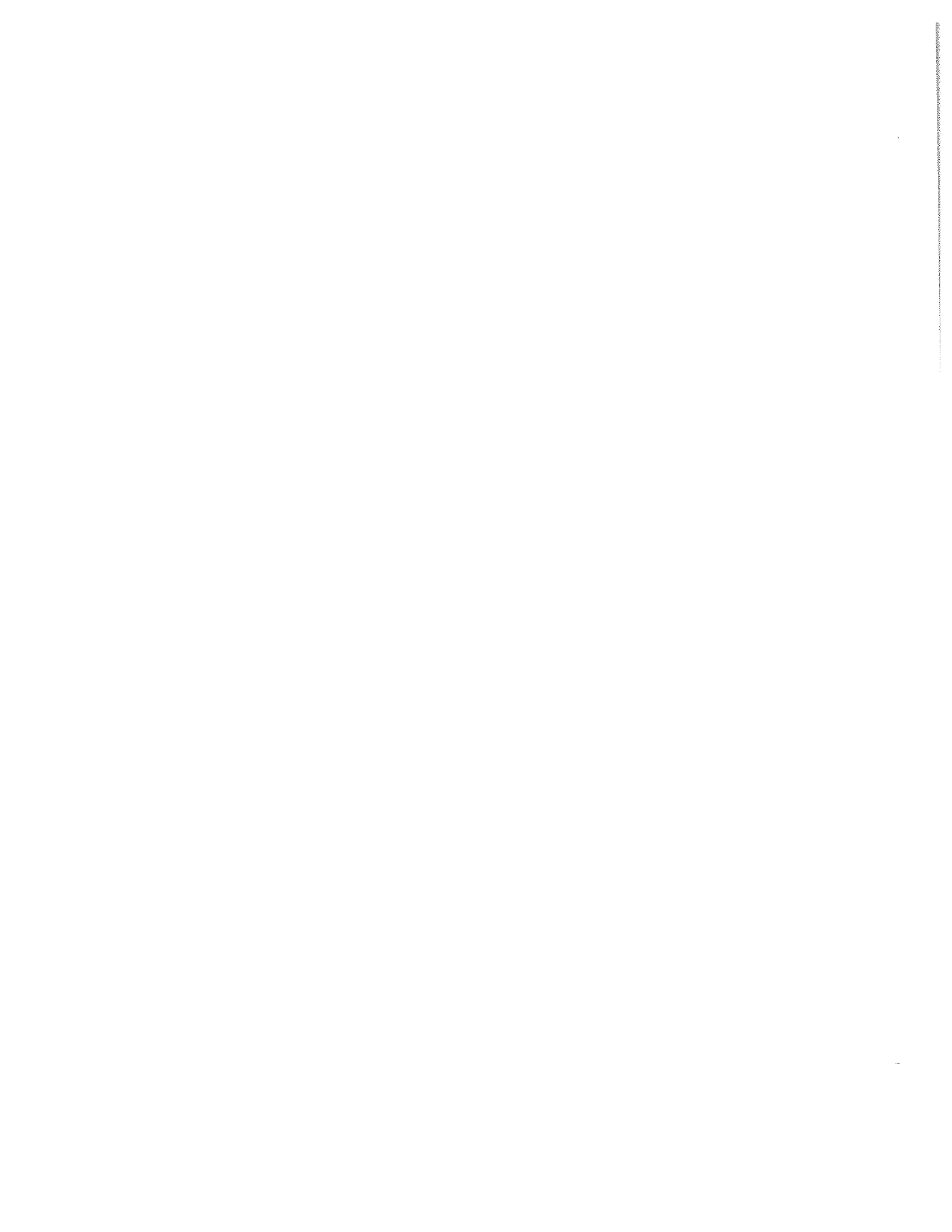
ROBERT D. KESSLER
NAT'L BUSINESS AGENT



CARL CASILLAS
NAT'L BUSINESS AGENT

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SECTION 1 - CROSSING CRAFTS

ARTICLE 7, SECTION 2. B. AND C.

The provisions of 7.2B allow management to assign full-time or part-time employees across craft lines on any given day or days in which there is insufficient work to keep the employee gainfully employed. That assignment must be to work in the same wage level.

This provision does not allow management to "create" insufficient work through intentionally inadequate staffing.

The provisions of 7.2.C. provides that when an exceptionally heavy work load occurs for one occupational group and there is at the same time a light workload in another occupational group, craft lines may be crossed.

This provision requires an exceptionally (note emphasis) heavy workload in one group with a light work load in another group at the same time (note emphasis). Both of these elements must be present at the same time in order to justify a cross-craft assignment from one occupational group to another. (There are no separate occupational groups for the clerk craft - a clerk is a clerk - Attachment # 10)

These provisions have been interpreted by National Arbitrators Bloch and Mittenthal. Those interpretations address both B. and C.

Arbitrator Bloch, in National Case # H8S-5F-C 8027, addresses the possibility pursuant to 7.2.B of management creating insufficient work:

"Inherent in these two provisions, as indicated above, is the assumption that the qualifying conditions are reasonably unforeseeable or somehow unavoidable. To be sure, Management retains the right to schedule tasks to suit its needs on a given day. But the right to do this may not fairly be equated with the opportunity to, in essence, create "insufficient" work through intentionally inadequate staffing. To so hold would be to allow Management to effectively cross craft lines at will merely by scheduling work so as to create the triggering provisions of Subsections B and C. This would be an abuse of the reasonable intent of this language, which exists not to provide means by which the separation of crafts may be routinely ignored but rather to provide the employer with certain limited flexibility in the face of pressing circumstances."

Arbitrator Bloch addresses both B. and C. by the following observation:

"Taken together, these provisions support the inference that Management's right to cross craft lines is substantially limited. The exceptions to the requirement of observing the boundaries arise in situations that are not only unusual but also reasonably unforeseeable. There is no reason to find that the parties intended to give Management discretion to schedule across craft lines merely to maximize efficient personnel usage; this is not what the parties have bargained. That an assignment across craft lines might enable Management to avoid overtime in another group for example, is not, by itself, a contractually sound reason. It must be shown either that there was "insufficient work" for the classification or, alternatively, that work was "exceptionally heavy" in one occupational group and light, as well, in another."

Arbitrator Mittenthal, in National Case # H8C-2F-C 7406 upholds the Bloch interpretation while specifically addressing the "same wage level" element.

"The principle seems clear. Where Management makes a cross-craft assignment, it must justify that assignment under the terms of VII-2-B or VII-2-C. If no such justification is provided, the cross-craft assignment is improper under the "inherent proscription..." in VII-2. The Postal Service does not claim Arbitrator Bloch's interpretation is incorrect. It has not asked me to modify or overrule his award.

However, the statement of this principle does not resolve the present dispute. The Mail Handler who was dumping sacks on the evening mini-tour on July 27, 1980, ran out of work after three hours. There was "insufficient" work for him that day. That fact gave Management the right, under VII-2-B, to "assign the employee (here the Mail Handler) to any available work in the same wage level for which the employee is qualified..." Plainly, more than one condition must be satisfied before a cross-craft assignment can be validated by VII-2-B. There must be not only (1) "insufficient work" for the employee but also (2) other "available work" (3) which he is "qualified to perform" and (4) which is "in the same wage level."

The principles outlined by Bloch and Mittenthal are clear. In

order to justify a cross-craft assignment, management must be able to demonstrate pursuant to B. that there was insufficient work for the employee or employees in their own assignment or that there was exceptionally heavy work in one group and light work in another at the same time pursuant to C.

Given this interpretation, the facts and circumstances pertaining to each incident becomes the basis for determining whether or not the assignment was in violation of the Agreement.

k

GRIEVANCES - ARTICLE 7.2.B. AND C.

A substantial number of arbitration awards exist which have addressed the various types of cross-craft assignments which occur. The principles involved in B. and C. are firmly established and recognized. Grievances involving this issue have basically been reduced to a "facts and circumstances" situation.

The initial burden of proof for the Union is to prove that a cross-craft assignment took place. Once it has been established that the work in question is indeed that of our craft, the burden shifts to management to justify that assignment within the provisions of B and/or C, as interpreted by Bloch and Mittenthal. We then, of course have a burden to rebut their justification with evidence of our own to show that there was not insufficient work in the other craft or alternately that there was no exceptionally heavy work load in our craft while the other craft was experiencing a light work load at the same time.

The type of cross-craft assignments which seem to involve a large percentage of our arbitration awards on the subject are part-time flexible carriers working in the clerk craft and the crossing of occupational groups in the maintenance craft.

There are a number of awards addressing these type circumstances which are available through our office. A partial list follows.

In addressing the issue of PTF carrier to clerk work you should bear in mind that a PTF may not be assigned clerk work pursuant to 7.2.B. under the guise of providing them their "guarantee" of 2 or 4-hours per day. Part-time flexible carriers do not have a "basic work week" and they are not "guaranteed" 2 or 4-hours of clerk work!

Some caution should be exercised in addressing the issue of carrier to clerk in small offices where it is standard practice to use employees interchangeably. Experience teaches us that clerks do as much, or more, carrier work than vice-versa in small offices. If there are any questions regarding this issue at a specific installation inquiry should be made through our office.

Postal management will argue that the carrier job description and qualification standard contains language which allows carriers to perform clerk duties. This position has been soundly rejected by arbitrators. (Seidman - C1C-4K-C 14132; Foster - S1C-3W-C 17074; Dolson - C4C-4G-C 1890; Grabb - C1C-4J-C 14540.)

Management has been successful in cases where they can show that crossing crafts is the only way the work could be performed or where an "emergency" or unique and/or unforeseen circumstance occurred (Massey - S4V-3W-C 26023).

Management has not been successful where their inept scheduling

has created the alleged justification for the assignment (Sherman - S4C-3S-C 43425).

Management may not invoke a claim of "past practice to justify assigning across craft lines as past practice cannot serve to alter the clear and unambiguous language of 7.2.B. and/or C. (Foster - S1C-3W-C 17074).

Finally, crossing crafts to avoid O.T. is never justified as stated by Bloch/Mittenthal and an unlimited number of regional arbitrators.

AVAILABLE AWARDS

PTF Carrier to Clerk

Cohen	C8C-4M-C	26028	Ft. Dodge, IA
Seidman	C1C-4K-C	14132	St. Charles, MO
Scearce	S1C-3Q-C	5451	Metairie, LA
Dolson	C4C-4G-C	1890	Indianapolis, IN
Martin	C1C-4E-C	21318	Wooster, OH
Foster	S1C-3U-C	45492	Austin, TX
Foster	S1C-3W-C	17074	Ft. Myers, FL
Grabb	C1C-4J-C	14540	Waukesha, WIS.
Sherman	S4C-3S-C	43425	Ft. Myers, FL

CROSS OCCUPATIONAL GROUPS

Maintenance to Maintenance

MVS to MVS

Carrier to MVS

Epstein - C4T-4G-C 18108
(Indianapolis, IN)

McGury -
C4V-4K-C 16077
(St. Louis, BMC)

Klein -
C1V-4J-C 24605
(Milwaukee, WI)

Martin - C1T-4C-C 25924
(St. Paul BMC)

McAllister - C4T-4K-C 9083
(Mid-Missouri, GMF)

Martin - C4T-4H-C 6129
(K.C., KS BMC)

DOCUMENTATION / REMEDY 7.2.B.C.

Work schedules, clock rings, or any other type documents which clearly demonstrates a cross-craft assignment to have taken place.

Any documentation available to disprove management's claims of justification for the assignment:

INSUFFICIENT WORK

Leave records to determine employees taking A.L., L.W.O.P., etc.

Clock rings of PTF's to check for short work hours.

Overtime records (there should be no overtime).

Mail volume reports.

EXCEPTIONALLY HEAVY AND LIGHT

Light - All of the items Listed for "insufficient."

Exceptionally Heavy - Overtime records - "Everybody should be working O.T. if work load is exceptionally heavy. Heavy doesn't count!!

Mail volume reports.

Leave records.

Remedy:

Any grievance involving cross craft assignments requires compensation for the appropriate members of the craft which lost the work to another craft, at the appropriate over time rate.

SECTION 2 - WORK SCHEDULES

432.3 **Work Schedules and Overtime Limits**

432.31 **Basic Work Week**

The basic work week for full-time bargaining unit employees is defined in the respective Labor Agreements. Postmasters, Postal Inspectors, and exempt employees are assigned as needed. Otherwise, the basic work week consists of five regularly scheduled 8-hour days within a service week.

Pay Administration
Basic and Special Pay Provisions

432.32

Note: The daily 8-hour schedule may not extend over more than 10 consecutive hours.

432.32 **Maximum Hours Allowed**

Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the PMG (or designee), employees may not be required to work more than 12 hours in 1 service day. In addition, the total hours of daily service, including scheduled work hours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours. Postmasters, Postal Inspectors, and exempt employees are excluded from these provisions.

432.33 **Mealtime**

Except in emergency situations or where service conditions preclude compliance, no employee may be required to work more than 6 continuous hours without a meal or rest period of at least one-half hour.



APR 23 1986

Richard L. Wevoda
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

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

APR 22 1986

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

ARTICLE	8
SECTION	8
SUBJECT	PTF 12 HOUR
	LIMIT

Re: Class Action
Roanoke, VA 24022
H4C-2U-C 807

Class Action
Roanoke, VA 24022
H4C-2U-C 1396

Dear Mr. Wevodau:

On January 7, 1986, and again on April 2, 1986, we met to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The issue in these grievances is whether management violated the National Agreement by requiring PTF employees to work 12 1/2 hours in one service day.

During our discussion, we mutually agreed that the following constitutes full settlement of these cases:

Except in emergency situations as determined by the PMG (or designee), these employees may not be required to work more than 12 hours in one service day. In addition, total hours of daily service, including scheduled work hours, overtime, and meal time, may not be extended over a period longer than 12 consecutive hours.

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

Mr. Richard I. Nevodau

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Time limits were extended by mutual consent.

Sincerely,

Muriel A. Aikens
Muriel A. Aikens
Labor Relations Department

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

U.S. POSTAL SERVICE LABOR RELATIONS REPORTER 1978 NATIONAL AGREEMENT				ARTICLE VIII
				SECTION
				PARAGRAPH
ISSUE NO. 53	DATE 3/10/80	PAGES 1	SUPERSEDES ISSUE NO.	TRANSMITTAL LETTER NO 5-78
			PAGE(S)	

SUBJECT: USE OF PART-TIME FLEXIBLE EMPLOYEES ON OVERTIME
IN LIEU OF USE OF FULL-TIME REGULAR EMPLOYEES
FROM THE OVERTIME DESIRED LIST

The National Agreement contains nothing which precludes management from utilizing part-time employees in an overtime status prior to utilizing full-time employees on the overtime desired list.

This should not be interpreted as a policy that part-time flexible employees, in all instances, should be used to perform overtime work prior to assigning available full-time employees to perform the work. When the work load in a particular operation dictates the need to utilize employees in an overtime status, the circumstances in that situation must be evaluated to determine the most efficient utilization of employees, recognizing, of course, that the provisions of Article VIII, Section 5, must be complied with where applicable. Whether such circumstances dictate the assignment of overtime work to a qualified, available part-time flexible or assigning such work to a qualified, available full-time employee can only be determined at the local level.

Reference Material:

Letters from Dennis Weitzel,
 Director, Office of Contract
 Analysis to Emmet Andrews,
 Director, Industrial Relations,
 American Postal Workers Union,
 dated 2/24/76, 4/21/76

Cross Reference

Article VIII
 1978 National Agreement
 LRR Issue #3

I N T E R P R E T A T I O N

Article VIII,Section 5, Par. 1.

Page 9

The "Overtime Desired List" Does Not Preclude Management
From Scheduling Part-Time Flexibles For Overtime
Before Full-Time Regulars

Section 5. "When needed, overtime work for regular
full-time employees shall be scheduled
among qualified employees...".

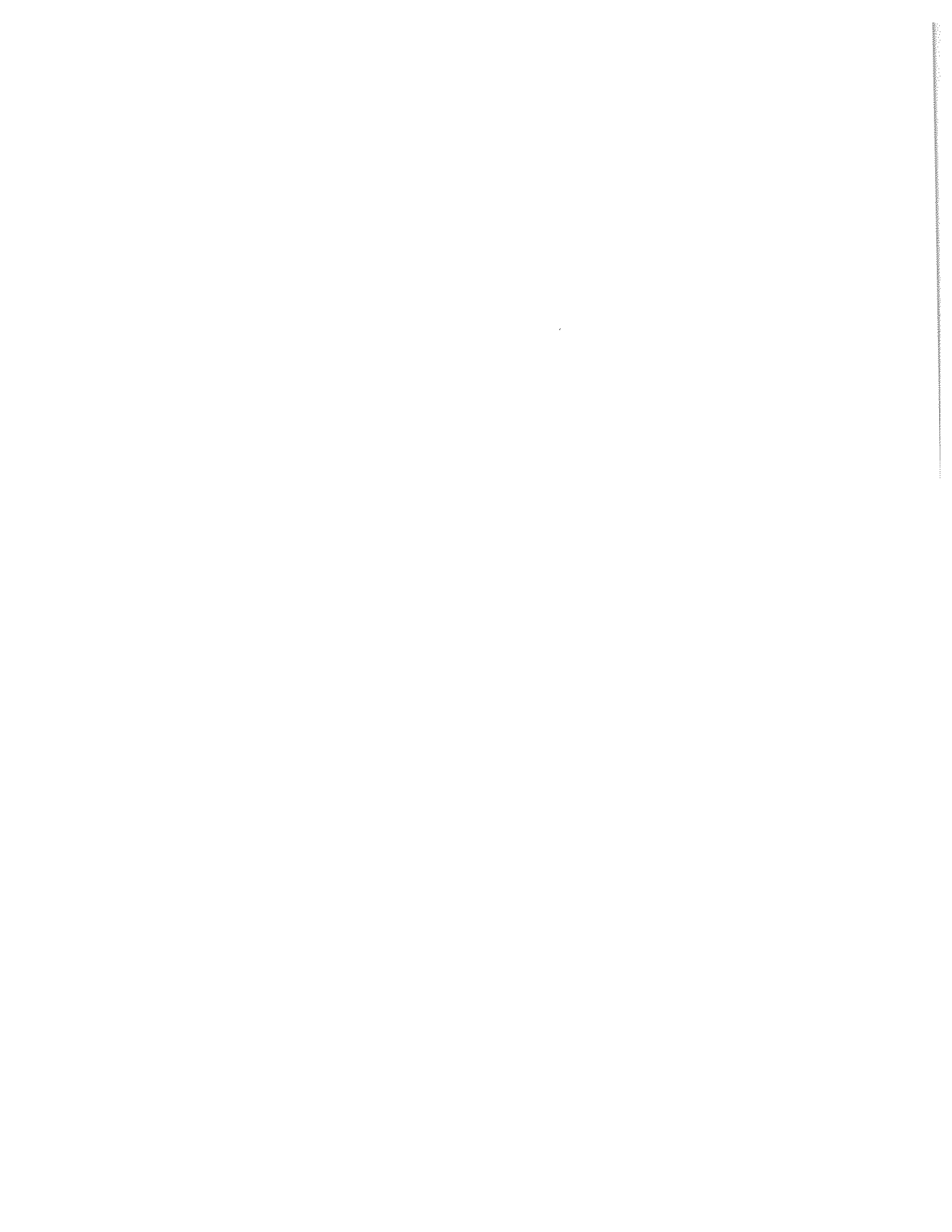
This section provides the method by which full-time regulars who have indicated their desire to work overtime may be scheduled to work overtime by placing their names on the "Overtime Desired List". When needed - or stated another way, when management has decided to use - full-time regulars on overtime, this list will be used before unilaterally scheduling other full-time regulars.

This section was the end result, or compromise, of a "volunteer overtime only" (or work when we feel like it) proposal in negotiations.

This section does not preclude a part-time flexible employee from working or being scheduled to work overtime before full-time regulars. In fact, it was the full-time regulars who wished to be relieved of working overtime, or work on a voluntary basis only, that initiated this section. Past negotiators made every effort to do so. The intent was to protect full-time regulars from working overtime.

Management has the right to determine whether or not to use part-time flexibles or full-time regulars.

SECTION 3 - SICK/ANNUAL LEAVE



ARTICLE 10 LEAVE

Section 1. Funding

The Employer shall continue funding the leave program so as to continue the current leave earning level for the duration of this Agreement.

Section 2. Leave Regulations

A. The leave regulations in Subchapter 510 of the Employee and Labor Relations Manual, insofar as such regulations establish wages, hours and working conditions of employees covered by this Agreement, shall remain in effect for the life of this Agreement.

B. Career employees will be given preference over noncareer employees when scheduling annual leave. This preference will take into consideration that scheduling is done on a tour-by-tour basis and that employee skills are a determining factor in this decision.

(The preceding paragraph, Article 10.2B, applies to Transitional Employees.)

[see Memos, pages 317-322]

Section 3. Choice of Vacation Period

A. It is agreed to establish a nationwide program for vacation planning for employees in the regular work force with emphasis upon the choice vacation period(s) or variations thereof.

B. Care shall be exercised to assure that no employee is required to forfeit any part of such employee's annual leave.

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Article 10.4

Section 4. Vacation Planning

The following general rules shall be observed in implementing the vacation planning program:

A. The Employer shall, no later than November 1, publicize on bulletin boards and by other appropriate means the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

B. The installation head shall meet with the representatives of the Union to review local service needs as soon after January 1 as practical. The installation head shall then:

1. Determine the amount of annual leave accrued to each employee's credit including that for the current year and the amount he/she expects to take in the current year.
2. Determine a final date for submission of applications for vacation period(s) of the employee's choice during the choice vacation period(s).
3. Provide official notice to each employee of the vacation schedule approved for each employee.

C. A procedure in each office for submission of applications for annual leave for periods other than the choice period may be established pursuant to the implementation procedure above.

D. All advance commitments for granting annual leave must be honored except in serious emergency situations.

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C. The parties agree that the duration of the choice vacation period(s) in all postal installations shall be determined pursuant to local implementation procedures.

D. Annual leave shall be granted as follows:

1. Employees who earn 13 days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed ten (10), shall be at the option of the employee.
2. Employees who earn 20 or 26 days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed fifteen (15), shall be at the option of the employee.
3. The subject of whether an employee may at the employee's option request two (2) selections during the choice period(s), in units of either 5 or 10 working days, the total not to exceed the ten (10) or fifteen (15) days above, may be determined pursuant to local implementation procedures.
4. The remainder of the employee's annual leave may be granted at other times during the year, as requested by the employee.

E. The vacation period shall start on the first day of the employee's basic work week. Exceptions may be granted by agreement among the employee the Union representative and the Employer.

F. An employee who is called for jury duty during the employee's scheduled choice vacation period or who attends a National State or Regional Convention (Assembly) during the choice vacation period is eligible for another available period provided this does not deprive any other employee of first choice for scheduled vacation.

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Article 10.5

Section 5. Sick Leave

The Employer agrees to continue the administration of the present sick leave program which shall include the following specific items:

- A. Credit employees with sick leave as earned.
- B. Charge to annual leave or leave without pay (at employee's option) approved absence for which employee has sufficient sick leave.
- C. Employee becoming ill while on annual leave may have leave charged to sick leave upon request.
- D. For periods of absence of three (3) days or less, a supervisor may accept an employee's certification as reason for an absence.

[see Memo, page 322]

Section 6. Minimum Charge for Leave

The minimum unit charged for sick leave and annual leave for regular work force employees as defined in Article 7, Section 1A, is one hundredth of an hour (.01 hour).

Employees may utilize annual and sick leave in conjunction with leave without pay, subject to the approval of the leave in accordance with normal leave approval procedures. The Employer is not obligated to approve such leave for the last hour of the employee's scheduled workday prior to and/or the first hour of the employee's scheduled workday after a holiday.

(Additional leave provisions regarding Transitional Employees can be found in Appendix A)

[see Memos, pages 319-321]

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512.522 **Part-Time Flexible**

- a. A part-time flexible employee who has been credited with 40 hours or more of paid service (work, leave, or a combination of work and leave) in a service week is not granted paid annual or sick leave during the remainder of that service week. Absences in such cases are treated as nonduty time, not chargeable to paid leave of any kind. Supervisors should avoid granting leave resulting in the requirement for overtime pay.
- b. Part-time flexible employees who request leave on days that they are scheduled to work, except legal holidays, may be granted leave provided they can be spared. Leave which is charged to these employees cannot exceed 8 hours on any 1 day. The installation head may also consider a request for annual leave on any day a part-time flexible is not scheduled to work. The 40 hours paid service in a service week specified in 512.523a may not be exceeded.

513.42 **Part-Time Employees**

513.421 **General**

- a. Absences due to illness are charged as sick leave on any day that an hourly rate employee is scheduled to work except national holidays.
- b. Except as provided in 513.82, paid sick leave may not exceed the number of hours that the employee would have been scheduled to work, up to:
 - (1) A maximum of 8 hours in any 1 day.
 - (2) 40 hours in any 1 week.
 - (3) 80 hours in any one pay period. If a dispute arises as to the number of hours a part-time flexible employee would have been scheduled to work, the schedule will be considered to have been equal to the average hours worked by other part-time flexible employees in the same work location on the day in question.
- c. Limitations in 513.421b apply to paid sick leave only and not to a combination of sick leave and workhours. However, part-time flexible employees who have been credited with 40 hours or more of paid service (work, leave, or a combination of work and leave) in a service week are not granted sick leave during the remainder of that service week. Absences, in such cases, are treated as nonduty time which is not chargeable to paid leave of any kind. (Sick leave is not intended to be used to supplement earnings of employees.)



AUG 24 1987

THOMAS K. FREEMAN

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

ARTICLE	<u>19</u>
SECTION	_____
SUBJECT	<u>RTE Dept</u>
	<u>Leah</u>

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

AUG 21 1987

Re: R. Reinhardt
Destin, FL 32541
B4C-34N-C 40994

Dear Mr. Freeman:

On June 10, 1987, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether or not management's decision to allow a maximum of four hours of sick leave on the day in question was proper.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that this case should be settled at the regional level based on the following:

If a dispute arises as to the number of hours the part-time flexible would have been scheduled to work, the schedule will be considered to have been equal to the average hours worked by other part-time flexible employees in the same work location on the day in question.

The parties will determine whether the grievant had a combination of work and paid leave on the day in question.

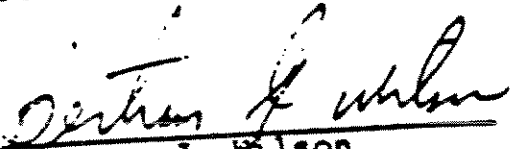
Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.

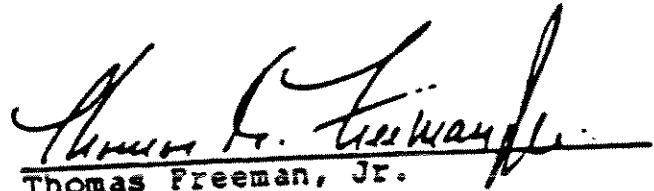
Mr. Thomas Freeman, Jr.

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

Time limits were extended by mutual consent.

Sincerely,


Bertram J. Wilson
Grievance & Arbitration
Division


Thomas Freeman, Jr.
Assistant Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO



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

April 19, 1982

ARTICLE	10
SECTION	
SUBJECT	
MEDICAL	
BLANKET POLICY	

Mr. Gerald Anderson
Executive Aide, Clerk Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: Class Action
Newark, NJ 07102
E1C-1N-C-1301

(10)

Dear Mr. Anderson:


On March 31, 1982, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.


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

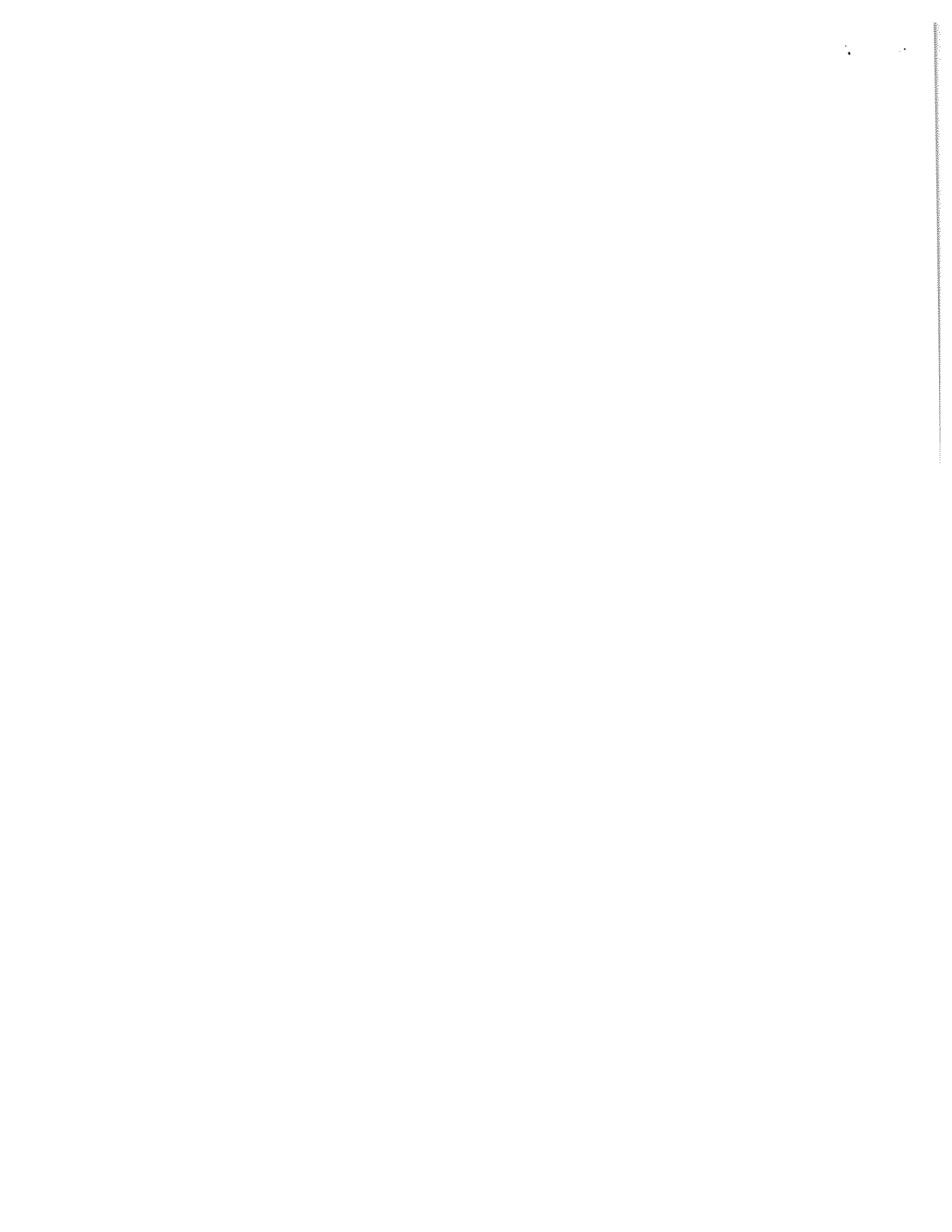
We mutually agreed that a blanket management order requiring medical documentation or other acceptable evidence of incapacity to work from all employees who call-in on a particular day, regardless of individual circumstances, goes beyond the intent of Part 513.361 of the Employee & Labor Relations Manual and should not be used.

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

Sincerely,


Robert L. Eugene
Labor Relations Department


Gerald Anderson
Executive Aide, Clerk Craft
American Postal Workers Union,
AFL-CIO





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

September 16, 1983

ARTICLE	10
SECTION	
SUBJECT	
	PTF
	LEAVE

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

Re: Class Action
Columbus, MS 39701
H1C-3Q-C 21492

Dear Mr. Freeman:

On August 1, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether local management is properly recording leave hours and leave requests for PTF clerks.

After further review of the matter, we agreed that there was no national interpretive issue fairly presented as to the meaning and intent of Article 10 of the National Agreement.

The parties at this level agree that if a PTF makes a valid request for annual leave for a specific day, and such leave is approved, then the leave will be recorded for that specific service day. When a PTF has been previously granted annual leave, the annual leave will not be unilaterally changed to an off day, solely to make the PTF available for an extra day of work at straight time.

The local office will, in the future, record PTF annual leave on the specific day requested.

Based upon the above considerations, we agreed to settle this grievance.

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

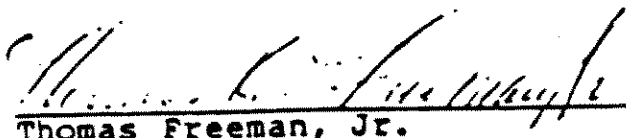
Mr. Thomas Freeman, Jr.

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Time limits were extended by mutual consent.

Sincerely,


A. J. Johnson
Labor Relations Department


Thomas Freeman, Jr.
Assistant Director
Maintenance Division
American Postal Workers
Union, AFL-CIO



4

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

SEP 25 1980

ARTICLE	<u>8</u>
SECTION	<u>453</u>
SUBJECT	<u>PTF LEAVE</u>
	<u>NOT TO BE</u>

VOIDED

Mr. James Adams
Administrative Aide, Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: N. Fry
Spokane, WA
A8-W-0853/W8C5DC10816
APWU - 0853

Dear Mr. Adams:

On September 4, 1980, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

The issue in this grievance is whether or not management violates the intent of Article X of the National Agreement and more specifically Part 513.421 of the Employee and Labor Relations Manual by changing a part-time flexible's schedule workday to a scheduled off day, after he had requested sick leave for that day.

Part 513.421 of the Employee and Labor Relations Manual states "absences due to illness are charged as sick leave on any day that an hourly rate employee is scheduled to work, except National holidays. Except as provided in 513.82, paid sick leave may not exceed the number of hours that he would have been scheduled to work, up to:


1. A maximum of eight (8) hours in any one day.
2. Forty (40) hours in any one week.
3. Eighty(80) hours in any one pay period."

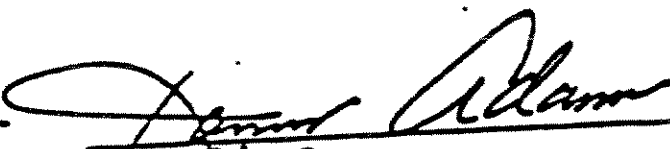
It is our position that if a part-time ~~employee~~ request for sick leave on the day he is scheduled to work, and he has not exceeded forty (40) hours by that time, his scheduled workday should not be unilaterally changed to an off day, solely, to make him available for an extra day's work at straight time.

If you concur with our position as stated above, we can mutually agree to remand this case back to Step 3 for application based on the facts in this grievance.

Please sign a copy of this decision as your acknowledgment of agreement to remand this case.

Sincerely,


Robert L. Eugene
Labor Relations Department


James Adams
Administrative Aide, Maintenance
Craft
American Postal Workers Union,
AFL-CIO

SECTION 4 - PTF STAND-BY/CALL BACK



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

September 30, 1982

Mr. Halline Overby
Assistant Secretary Treasurer
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001

ARTICLE 8
SECTION 8
STAND BY AT HOME ,PTF

Re: Class Action
St. Clair Shores, MI 48080
E8N-4B-C 26754

Class Action
St. Clair Shores, MI 48080
E8N-4B-C 24748

Dear Mr. Overby:

On several occasions, the most recent being September 22, 1982, we met on the above-captioned cases at the fourth step of the contractual grievance procedure set forth in the 1978 National Agreement.


The question raised in these grievances involve whether local management violated the terms of the National Agreement when they advised part-time flexible carriers that they would be contacted by telephone if needed on a nonscheduled day.

After further review of this matter, we mutually agreed that no National interpretive issue is fairly presented in the particulars evidenced in these cases. Part-time flexible carriers cannot be required to "stand-by" or remain at home, under the threat of discipline, for a call-in on a nonscheduled day. Should a supervisor be unable to contact an employee whose services are needed, the employee merely remains nonscheduled for that day. The fact circumstances of this dispute must be adjudicated within this mutual understanding.

Accordingly, as we further agreed, these cases are hereby remanded to the parties at Step 3 for further processing if necessary. Please sign a copy of this letter as your acknowledgment of agreement to remand these cases.

Sincerely,


Howard R. Carter
Labor Relations Department


Halline Overby
Assistant Secretary Treasurer
National Association of Letter
Carriers, AFL-CIO



FEB 8 1988

COMMUNICATIONS SECTION

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

ARTICLE	8
SECTION	1
SUBJECT	
CALL BACK	

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

FEB 02 1988

Re: T. Reeves
E4C-3S-C 61908
Fort Lauderdale, FL 33310

J. Claar
E4C-3S-C 61907
Fort Lauderdale, FL 33310

Dear Mr. Barnett:

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

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

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases. We further agreed that this was a local issue suitable for regional determination based upon application of the November 10, 1981, pre-arbitration settlement of case Nos. HBN-3P-C 25588 and HBN-3Q-C 26319, which states in part "employees who complete their assignment, clock out and leave the premises regardless" of interval between shifts, are guaranteed 4 hours of work or pay if called back to work. This guarantee is applicable to any size office."

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


Owen Barnett

2


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

Time limits were extended by mutual consent.

Sincerely,



Samuel M. Pulcrano
Grievance & Arbitration
Division



Owen Barnett
Assistant Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO



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

August 18, 1983

SPLIT SHIFT
PTF
RECEIVED IN THE OFFICE OF

AUG 22 1983

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

JAMES I. ADAMS

Re: Class Action
Northport, NY 11768
H1C-1M-C 15981

Dear Mr. Adams:

On August 8, 1983, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the National Agreement.

The question raised in this grievance involved the scheduling of part-time flexible employees to work nine hours in a twelve hour period which included a swing period in excess of two hours.

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

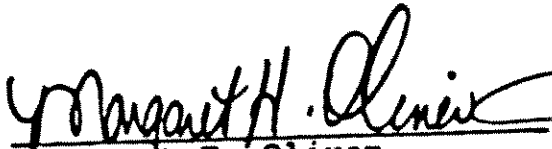
1. When a part-time flexible employee is notified prior to clocking out that he should return within 2 hours, this will be considered as a split shift and no new guarantee applies.
2. When a part-time flexible employee, prior to clocking out, is told to return after 2 hours, that employee must be given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

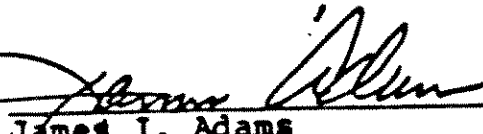
Mr. James I. Adams

2

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

Sincerely,


Margaret H. Oliver
Labor Relations Department


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

SECTION 5 - LETTER OF DEMAND REQUIREMENT

Article 28.1

A tort claim may be filed on SF 95 which will be made available by the installation head, or designee.

(The preceding Article, Article 27, shall apply to Transitional Employees)

**ARTICLE 28
EMPLOYER CLAIMS**

The parties agree that continued public confidence in the Postal Service requires the proper care and handling of the USPS property, postal funds and the mails. In advance of any money demand upon an employee for any reason, the employee must be informed in writing and the demand must include the reasons therefor.

Section 1. Shortages in Fixed Credits

Employees who are assigned fixed credits or vending credits shall be strictly accountable for the amount of the credit. If any shortage occurs, the employee shall be financially liable unless the employee exercises reasonable care in the performance of his duties. In this regard, the Employer agrees to:

A. Continue to provide adequate security for all employees responsible for postal funds;

B. Prohibit an employee from using the fixed credit or other financial accountability of any other employee without permission;

C. Grant the opportunity to an employee to be present whenever that employee's fixed credit is being audited and if the employee is not available to have a witness of the employee's choice present;

Article 28.2

D. Absolve an employee of any liability for loss from cashing checks if the employee follows established procedures; and

E. Audit each employee's fixed credit no less frequently than once every four months.

[see Memos, page 340]

Section 2. Loss or Damage of the Mails

An employee is responsible for the protection of the mails entrusted to the employee. Such employee shall not be financially liable for any loss, rifling, damage, wrong delivery of, or depredation on, the mails or failure to collect or remit C.O.D. funds unless the employee failed to exercise reasonable care.

Section 3. Damage to USPS Property and Vehicles

An employee shall be financially liable for any loss or damage to property of the Employer including leased property and vehicles only when the loss or damage was the result of the willful or deliberate misconduct of such employee.

Section 4. Collection Procedure

A. If a grievance is initiated and advanced through the grievance-arbitration procedure or a petition has been filed pursuant to the Debt Collection Act, regardless of the amount and type of debt, collection of the debt will be delayed until disposition of the grievance and/or petition has (have) been had, either through settlement or exhaustion of contractual and/or administrative remedies.

B. No more than 15 percent of an employee's disposable pay or 20 percent of the employee's biweekly gross pay whichever is lower, may be deducted each pay

Article 29

period to satisfy a postal debt, unless the parties agree, in writing, to a different amount.

(The preceding Article, Article 28, shall apply to Transitional Employees)

473 Collection Procedures for Monies Demanded

473.1 Bargaining Unit Employees

.11 When, in accordance with the conditions and standards set forth in Article 28 of the employee's respective collective bargaining agreement and *Employee and Labor Relations Manual* (ELM) 460, it is determined that a bargaining unit employee is financially liable to the Postal Service, any demand for payment must be in writing and signed by the postmaster or his or her designee. In addition to notifying the employee of a USPS determination of the existence, nature, and amount of the debt, the demand letter requesting payment must contain the following statement regarding the employee's right to challenge the USPS claim: "Bargaining employees' appeal procedures are contained in Article 15 of the applicable collective bargaining agreement."

.12 If an employee files a grievance over a money demand of more than \$200, collection will be delayed until after disposition of the grievance either by settlement with the union or through the grievance-arbitration procedure. Money demands of not more than \$200 are due when presented regardless of whether an employee files a grievance.

36 Collecting Postal Funds

361 Collection Procedures of Monies Demanded

361.1 Bargaining Unit Employees

When, in accordance with the conditions and standards set forth in Article 28 of the employee's respective collective bargaining agreement and *Employee and Labor Relations Manual (ELM) 460*, it is determined that a bargaining unit employee is financially liable to the Postal Service, any demand for payment must be in writing and signed by the postmaster or designee. In addition to notifying the employee of a USPS determination of the existence, nature, and amount of the debt, the demand letter must include the employee's right to challenge the USPS claim. Care must be taken to ensure

74

Handbook F-1

Managing Postal Funds

362.1

that any letter of demand served on an employee provides notice of the employee's right to challenge the demand under the applicable collective bargaining agreement.

If an employee files a grievance over a money demand, collection will be delayed until after disposition of the grievance either by settlement with the union or through the grievance-arbitration procedure.



U-4

53.07

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Moe Biller, President
(202) 842-4246

April 28, 1997

Mr. Joseph J. Mahon, Jr.
Vice-President
United States Postal Service
Labor Relations Division
475 L'Enfant Plaza, SW
Washington, D.C. 20260

Certified Number: 35224

National Executive Board

Moe Biller
President

William Burns
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

James W. Lingberg
Labor Relations Director

Robert L. Tunstall
Director, Clerk Division

James W. Lingberg
Director, Maintenance Division

Robert C. Prichard
Director, MVS Division

George N. McKeithen
Director, SDM Division

Regional Coordinators

Leo R. Perszals
Central Region

Jim Burtis
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Terry Stapleton
Southern Region

Roydel R. Moore
Western Region

RE: Article 15 & 19
F-1 Handbook Revisions

Dear Mr. Mahon:

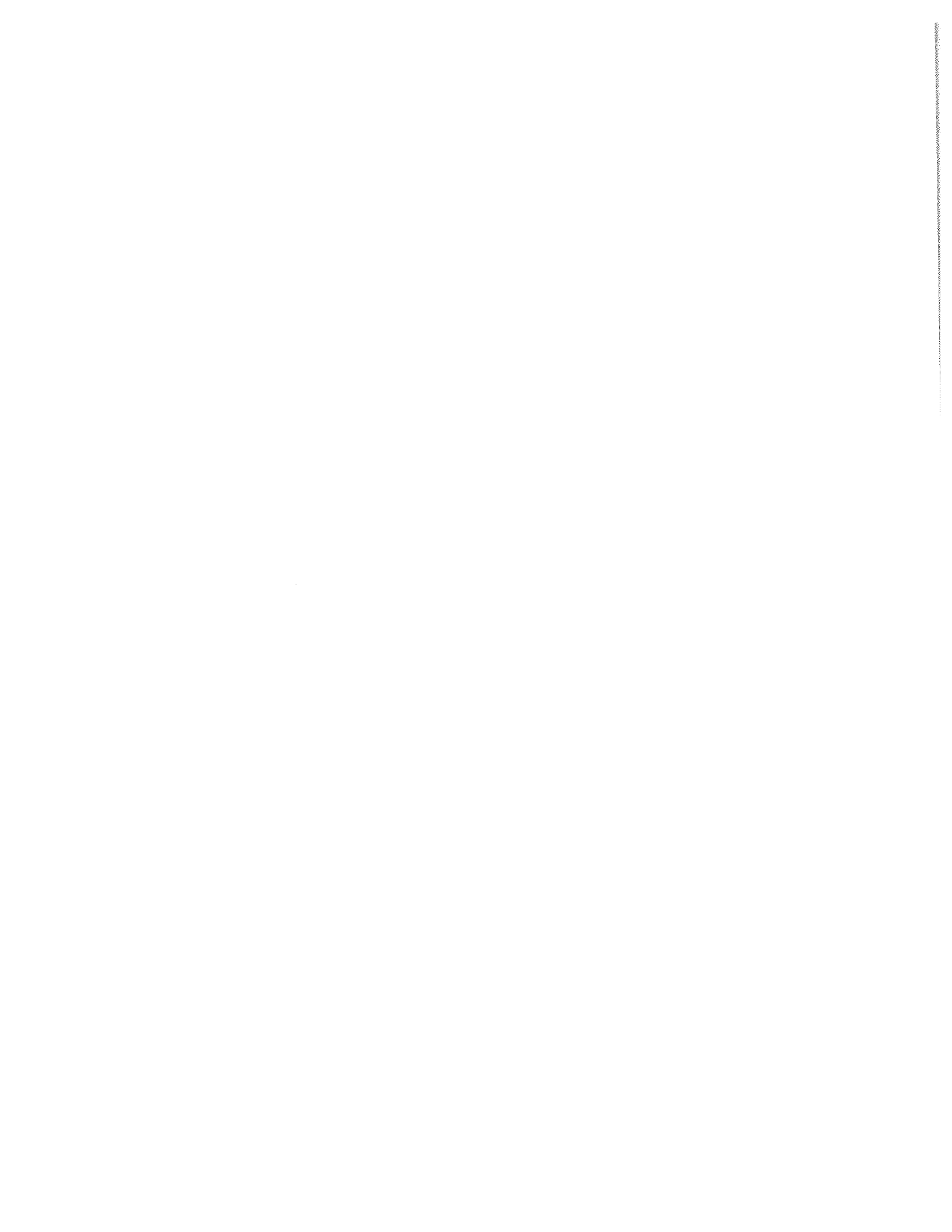
In accordance with the provisions of Article 15.4.D of the 1994 Collective Bargaining Agreement, the American Postal Workers Union hereby initiates a grievance at the Step 4 level concerning the Handbook F-1, November, 1996.

The USPS notified the APWU on September 5, 1996 that the USPS was changing the F-1 Handbook dated April, 1991. Although the USPS presented a "crosswalk" to identify the location of old and new chapters, there was no expressly proposed changes to the F-1.

When the Union became aware of the publication of the F-1, a review of new handbook revealed many of the September proposed changes were changed or omitted.

Examples of Changes:

- (1) Both the 1991 F-1 version (Section 473) and the September, 1996 proposed changes (Section 361.1) have the statement "Bargaining employees' appeal procedures are contained in Article 15 of the applicable collective bargaining agreement".



Mr. Joseph J. Mahon, Jr.
April 28, 1997
Certified Number: 35224

In the November, 1997 published version (361.1) the specific language is gone and a very general statement provided.

- (2) In the 1991 F-1 version (Section 133) had mandatory "must" language. Although the September, 1996 changes (Section 142) revised the language, the net effect was unchanged.

In November, 1996 published version (Section 142), the "must" mandatory language is completely eliminated.

The APWU has attached a layout of the three provisions that give rise to the instant grievance: (1) Handbook F-1, April 1991, (2) Draft of proposed revisions to Handbook F-1, September 5, 1996; and (3) final version of Handbook F-1, November, 1996.

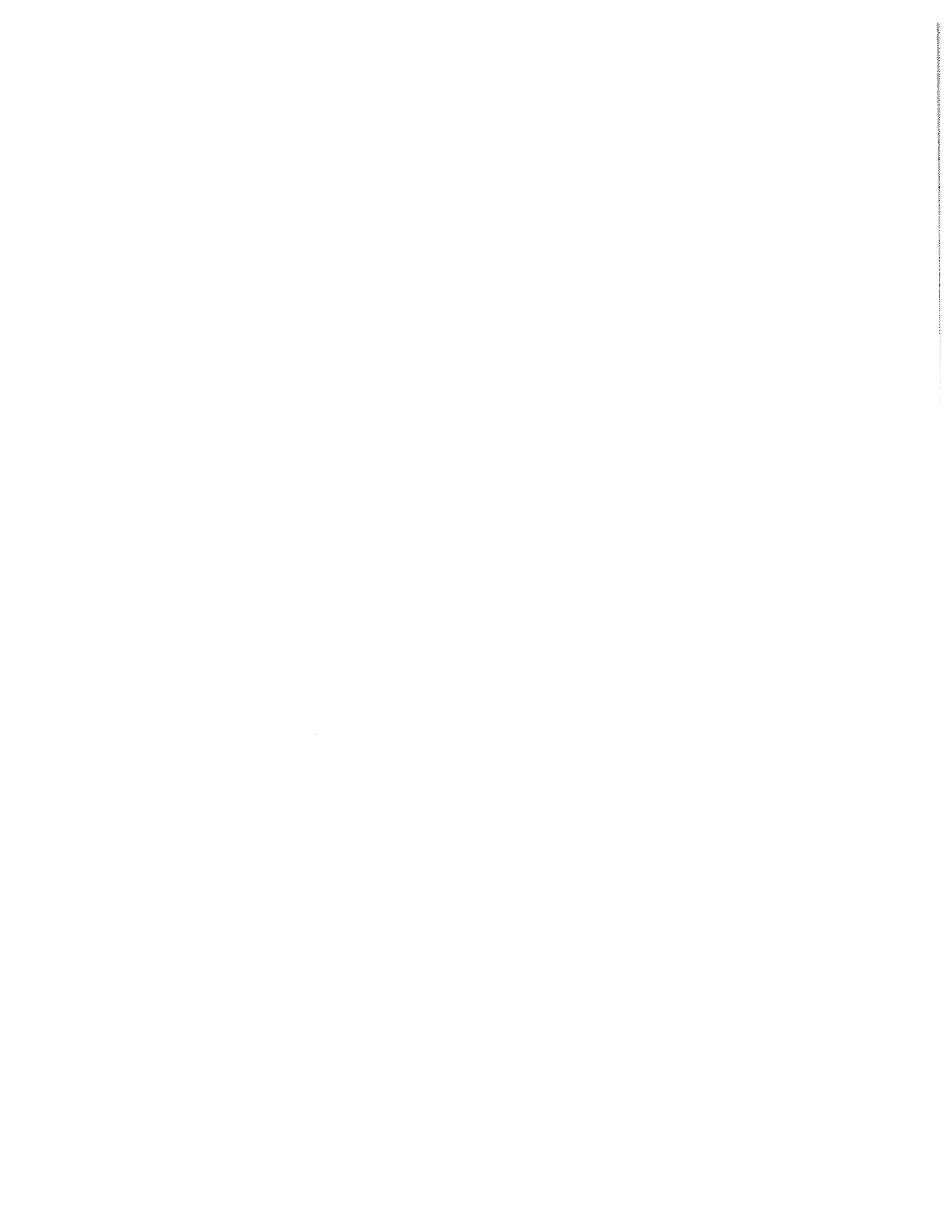
It is also the contention of the American Postal Workers Union that the new F-1 conflicts with the National Agreement.

Article 19 states:

"Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement...(emphasis added).

Article 28 states:

"If any shortage occurs, the employee shall be financially liable unless the employee exercises reasonable care in the performance of his duties". (emphasis added).



Mr. Joseph J. Mahon, Jr.
April 28, 1997
Certified Number: 35224

The new F-1 (Section 141) states:

"The Postmaster or responsible manager consigns postal funds and accountable paper to other career employees. Employees are held strictly accountable for any loss unless evidence that they followed the postal procedures established when performing their duties." (emphasis added).

The "reasonable care" standard does not seem to be the same as the F-1s' "procedures established".

The Union requests the USPS void the changes in the November, 1996 F-1 Handbook and implement the proposed changes of September, 1996. The Union also requests that USPS void any language that is inconsistent with the Collective Bargaining Agreement. Any employee adversely affected by application of the November 1996 language must be made whole.

Please schedule a meeting as soon as possible with Director Clerk Division Robert L. Tunstall. He may be contacted at 202-842-4220.

Sincerely,



Moe Biller
President

MB/ndh
opeiu#2
afi-cio

cc: Greg Bell, Director Industrial Relations

473 Collection Procedures for Monies Demanded

473.1 Bargaining Unit Employees

F-1

April, 1991

473.11 When, in accordance with the conditions and standards set forth in Article 28 of the employee's respective collective bargaining agreement and *Employee and Labor Relations Manual* (ELM) 460, it is determined that a bargaining unit employee is financially liable to the Postal Service, any demand for payment must be in writing and signed by the postmaster or his or her designee. In addition to notifying the employee of a USPS determination of the existence, nature, and amount of the debt, the demand letter requesting payment must contain the following statement regarding the employee's right to challenge the USPS claim: "Bargaining employees' appeal procedures are contained in Article 15 of the applicable collective bargaining agreement."

361 Collection Procedures of Monies Demanded

361.1 Bargaining Unit Employees

September, 1996

Five (5) Proposed Changes

When, in accordance with the conditions and standards set forth in Article 28 of the employee's respective collective bargaining agreement and *Employee and Labor Relations Manual* (ELM) 460, it is determined that a bargaining unit employee is financially liable to the Postal Service, any demand for payment must be in writing and signed by the postmaster or designee. In addition to notifying the employee of a USPS determination of the existence, nature, and amount of the debt, the demand letter requesting payment must contain the following statement regarding the employee's right to challenge the USPS claim: "Bargaining employee's appeal procedures are contained in Article 15 of the applicable collective bargaining agreement."

If an employee files a grievance over a money demand, collection will be delayed until after disposition of the grievance either by settlement with the union or through the grievance-arbitration procedure.

381 Collection Procedures of Monies Demanded

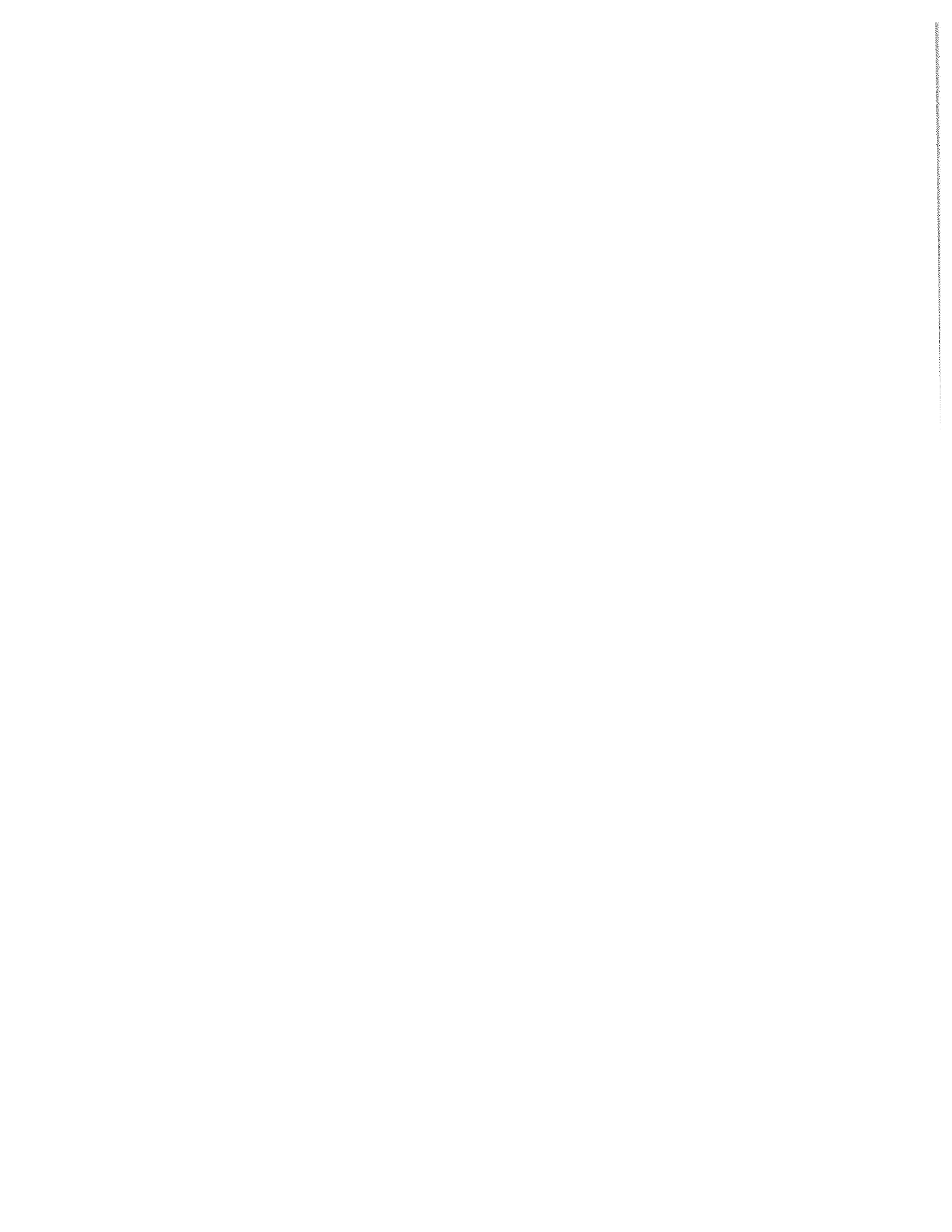
381.1 Bargaining Unit Employees

Published Version F-1

November, 1996

When, in accordance with the conditions and standards set forth in Article 28 of the employee's respective collective bargaining agreement and *Employee and Labor Relations Manual* (ELM) 460, it is determined that a bargaining unit employee is financially liable to the Postal Service, any demand for payment must be in writing and signed by the postmaster or designee. In addition to notifying the employee of a USPS determination of the existence, nature, and amount of the debt, the demand letter must include the employee's right to challenge the USPS claim. Care must be taken to ensure that any letter of demand served on an employee provides notice of the employee's right to challenge the demand under the applicable collective bargaining agreement.

If an employee files a grievance over a money demand, collection will be delayed until after disposition of the grievance either by settlement with the union or through the grievance-arbitration procedure.



133 Demands for Payment for Losses and Deficiencies

All employees must receive written notice of any money demand for any reason. The letter of demand, which must be signed by the postmaster or his or her designee, must notify the employee of a USPS determination of the existence, nature, and amount of the debt. In addition, it must specify the options available to the employee to repay the debt or to appeal the USPS determination of the debt or the proposed method of repayment. Regulations detailing the rights of nonbargaining unit employees and applicable collection and appeal requirements are in *Employee and Labor Relations Manual (ELM) 450*. Requirements governing the collection of debts from bargaining unit employees are in ELM 460 and the applicable collective bargaining agreement.

F-1

April, 1991

142 Demanding Payment for Losses

All employees must receive written notice of any money demand for any reason. The letter of demand, which the postmaster or designee must sign, must:

1. Notify the employee of a USPS determination of the existence, nature, and amount of the debt.
2. Specify the options available to the employee to 1) repay the debt or 2) appeal the USPS determination of the debt or the proposed method for repaying.

Regulations detailing the rights of nonbargaining unit employees and the collection and appeal requirements that apply are in *Employee and Labor Relations Manual (ELM) 450*. Requirements for collecting debts from bargaining unit employees are in ELM 460 and the applicable collective bargaining agreement.

September, 1996

Five (5) Proposed Changes

142 Demanding Payment for Losses

All employees must receive written notice of any money demand for any reason.

>> The postmaster or designee must sign a letter of demand, which does the following:

- Notifies the employee of a USPS determination of the existence, nature, and amount of the debt.
- Specifies the options available to the employee to (1) repay the debt or (2) appeal the USPS determination of the debt or the proposed method for repaying.

Regulations detailing the rights of nonbargaining unit employees and the collection and appeal requirements that apply are in *Employee and Labor Relations Manual (ELM) 450*. Requirements for collecting debts from bargaining unit employees are in ELM 460 and the applicable collective bargaining agreement.

Published Version F-1

November, 1996



Wilson

*075 Bureau of
Unions*

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

RECEIVED
JAN 25 1989
RECEIVED
OFFICE OF THE
PRESIDENT

January 23, 1989

Mr. Moe Biller
President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

Dear Moe:

This is in response to your letter of October 4, and the subsequent ongoing conversations between Thomas Neill and William Scott of our respective staffs, regarding your request for the U.S. Postal Service's policy on letters of demand for less than \$200.00 and voluntary payroll deductions which have been denied by the Minneapolis Postal Data Center.

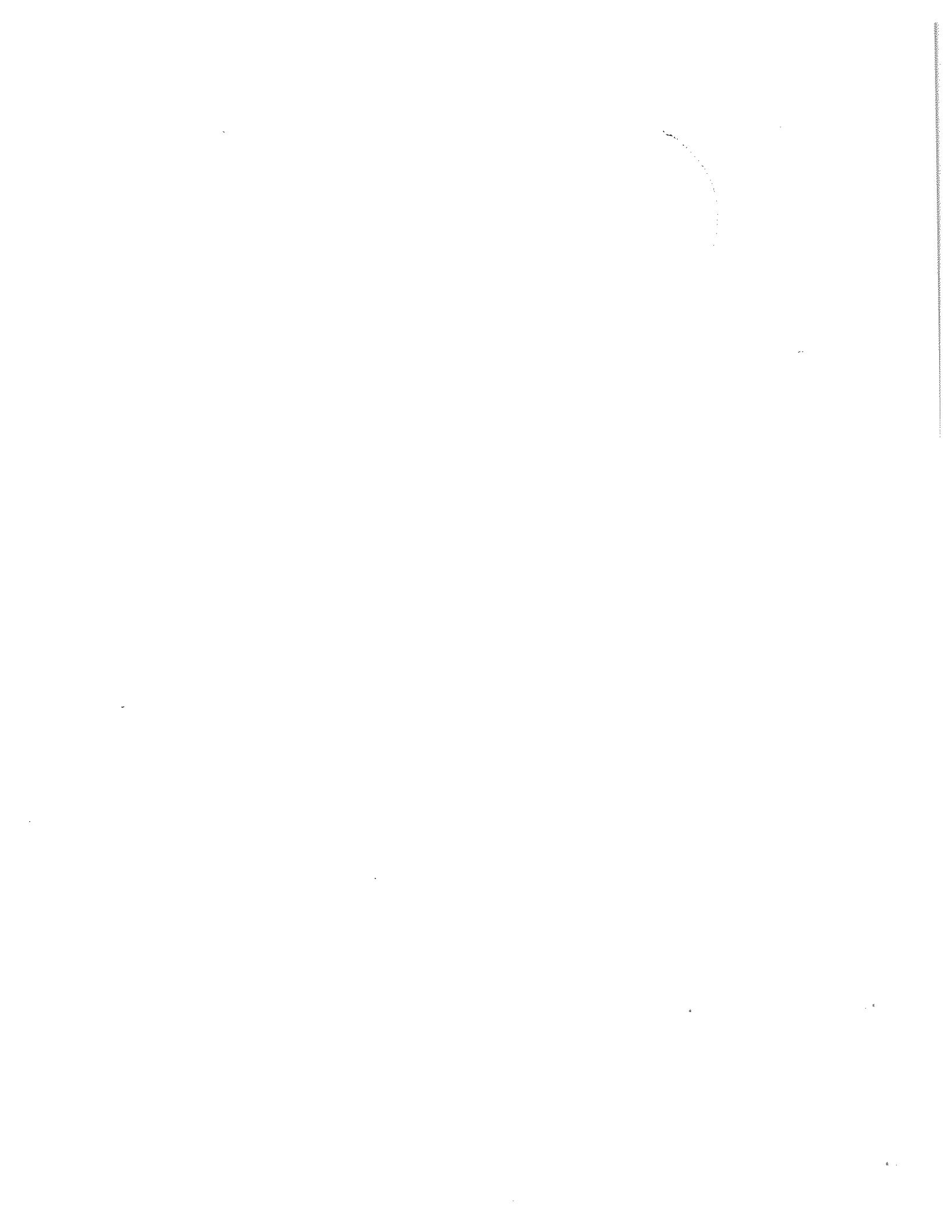
As stated by Mr. Scott in the January 4 meeting between representatives of the U.S. Postal Service and the American Postal Worker's Union, the policy governing voluntary payroll deductions will be the same as the language in Article 28, Section 4, of the National Agreement. During our investigation of this matter, we were informed by management officials at the Minneapolis Postal Data Center that there was a policy of denying voluntary payroll deductions for amounts less than \$200.00.

We have advised the appropriate management officials who have policy jurisdiction over the Minneapolis Postal Data Center that the policy must be changed to allow voluntary payroll deductions to those bargaining-unit employees who request such deductions. The policy change will take effect immediately.

Should there be any further questions regarding this matter, please contact William Scott at 268-3841.

Sincerely,

Joseph J. Mahon, Jr.
Assistant Postmaster General



SECTION 6 - ASSOCIATE OFFICE PERSONNEL (LOANERS)

UNITED STATES POSTAL SERVICE

CENTRAL REGIONAL OFFICE

Chicago, Illinois 60699

OUR REF: 221:WPSweitzer:bp

DATE: June 18, 1973

SUBJECT: Use of Associate Office Personnel in SCFs

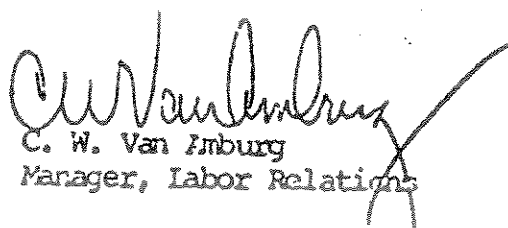
TO: All District Managers
Employee & Labor Relations Representatives
Central Region

In his March 19, 1973 memo to the District Managers, concerning the processing of circular mail at third class offices, Mr. Gels suggested that part-time flexible employees may be detailed from third class offices to the SCF or nearby first class post offices.

Since that time, we have received several complaints concerning the preferential treatment of these associate office employees. Specifically, it is alleged that they are being given special treatment to the detriment of regular employees at the local installation. Although these complaints are not necessarily contractual in nature, they do not lend themselves to maintaining a high degree of employee morale within the installation. Specific complaints cited were:

1. Associate office employees are never assigned undesirable or arduous tasks.
2. Associate office employees are receiving preferential schedules. Specifically, part-time flexible employees in the local office are working split shifts over a 13:1/2 hour period while associate office employees are being utilized on a straight six or eight hour assignment.

Please take whatever necessary action is needed in your district to resolve this type of problem. We do not wish to have this situation become a serious issue in the Central Region.


C. W. Van Amburg
Manager, Labor Relations



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

FEB 27 1981

ARTICLE	8
SECTION	8 C
SUBJECT	EQUALIZATION PTF
NO ARB	

Mr. Gerald Anderson
Executive Aide, Clerk Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: M. Hughes
Albany, NY
B8C-1Q-C-16049

Dear Mr. Anderson:

On February 20, 1981, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

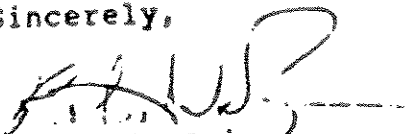
The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The question in this grievance is whether or not management violates Article XXXVII of the National Agreement by working some senior part-time flexibles more days and less hours than some junior part-time flexibles. The local Union requests that work hours and days of part-time flexibles be equalized.

It is our position that no contractual provision requires that part-time flexibles be worked equal hours and days or by seniority. Normally management schedules PTFs according to their work location and to the mail volume being worked.

Accordingly, as we find no violation of the National Agreement, this grievance is denied.

Sincerely,


Robert L. Eugene
Labor Relations Department

Regular Arbitration Panel

* * * * *
In The Matter of Arbitration *
between *
United States Postal Service *
and *
American Postal Workers *
Union, AFL-CIO *
* * * * *

Class Action Grievance
Post Office: Brookfield, IL
USPS Case No: C7C-4L-C 21654
APWU Case No: BR-16-89

Before: Linda DiLeone Klein, Arbitrator

Appearances

For the Postal Service: Phyllis Lingenfelser

For the Union: Jerome L. Martin

Place of Hearing: Chicago BMC, IL

Date of Hearing: January 14, 1992

Award: The grievance is denied.

Date of Award: February 10 1992.

Linda DiLeone Klein
LINDA DILEONE KLEIN

RECEIVED FEB 13 1992

I S S U E

Did the Postal Service violate Article 7 and 8 of the National Agreement by the manner in which a PTF "loaner" was scheduled at the Brookfield installation? If so, what is the appropriate remedy?

O P I N I O N

Part-time flexible clerk Nora Ellis is assigned to the Berwyn, Illinois post office. In mid 1989, she was averaging approximately nineteen hours per week in Berwyn.

According to Management, certain changes occurred in the Brookfield, Illinois post office in July 1989, which resulted in the increased use of overtime, and it was determined that the assignment of a PTF loaner clerk from the Berwyn office could help reduce overtime in Brookfield.

There was, according to the Union, an understanding with the former Brookfield Postmaster regarding the detailing of employees into Brookfield for the purpose of reducing overtime; the detailed employees would work in Brookfield "only to supplement their hours since they were only getting approximately nineteen hours a week in Berwyn". The Union emphasizes that "it was never intended to have this employee report directly and be scheduled by the Brookfield, Illinois management".

The precise date upon which PTF loaner clerk Ellis began working in Brookfield was not provided to the Arbitrator, however,

it appears that she was detailed there for at least several weeks before the week of September 29, 1989 through October 6, 1989.

The instant grievance was initiated to protest the assignment of PTF loaner clerk Ellis to Brookfield during the week of September 29, 1989 because she worked 32.25 hours that week while Brookfield PTF clerk Keliher worked 30.40 hours and Brookfield PTF clerk Brongiel worked 32.50 hours. The Union contends that "management intentionally scheduled an employee detailed from the Berywn, Illinois post office to the Brookfield, Illinois post office to the detriment of PTF clerks in Brookfield, Illinois." The PTF loaner was given preferential treatment, thereby resulting in the Brookfield PTF clerks working less than forty hours, says the Union.

Furthermore, claims the Union, on Wednesday and Thursday of the week at issue, the PTF loaner worked more hours than two PTF clerks regularly assigned to the Brookfield installation. Management attempted to call Ms. Ellis on Wednesday and Thursday to tell her not to report to Brookfield, however, they were unable to reach her. As a result, when she reported, PTF clerks Keliher and Brongiel were sent home; loaner clerk Ellis worked a total of 12.25 hours on Wednesday and Thursday while Brookfield PTF clerks Keliher and Brongiel worked only 7 hours and 6.75 hours respectively.

When Ms. Ellis arrived, the two Brookfield PTF clerks were sent home, and Ms. Ellis performed duties which these clerks normally perform. The Union submits that Brookfield PTF clerks should be assigned to work the maximum number of hours before someone from another office is brought in on detail. Management may argue that once Ms. Ellis reported to Brookfield as assigned, she was guaranteed two hours

work and/or pay. This may be true, says the Union, however, Ms. Ellis worked in excess of two hours on both days; Management could have sent Ms. Ellis home after two hours and rescheduled PTF clerks Keliher and Brongiel to complete the duties which remained. By giving preferential treatment to the loaner, the two Brookfield PTF clerks had to work six days in order to get over thirty hours, while Ms. Ellis had to work only five days. This was to the detriment of those hired for the Brookfield installation, claims the Union.

The Union acknowledges that the National Agreement is silent on the assignment of loaners, however, it is not silent on the use of casuals, and if casuals had been assigned when the PTFs did not have forty hour weeks, then it would have been held that the casuals were assigned to the detriment of the PTFs; the Union submits that the use of a loaner should be viewed in the same manner.

Employees hired for one particular "installation" should not be adversely affected by an employee hired for a different installation, says the Union. Numerous contract and manual provisions refer to "an installation" or "an installation head", says the Union, and this implies that employees are officially assigned to only one installation. It is therefore reasonable to schedule employees so that those hired for a specific "installation" are not impacted by those hired for a "different installation".

Likewise, Article 7, Section 2 provides protection for employees from assignments across craft and occupational group lines; the Union submits that this language "refers to employees in the same installations. There most certainly must be similar protection given to employees from other installations as well", says the Union.

Although the contract is silent on loaners, PTFs from one installation cannot be loaned to the detriment of PTFs in another installation, says the Union. The scheduling at issue violated the the spirit and intent of the National Agreement. PTF Clerks in "an installation" should be protected against loaners just as they are protected from casuals and those in other crafts, adds the Union.

The Union requests that its position be sustained and that clerks Keliher and Brongiel be made whole.

The Arbitrator's role in this case is limited in that the National Agreement is silent on the issue of equalization of hours among PTF employees and it is silent on the issue of using a detailed PTF to the "detriment" of a PTF assigned to a specific installation.

The Brookfield PTFs in question received the guarantee prescribed in Article 8.8.C. on Wednesday and Thursday of the week of September 29 through October 6, 1989; they each received two hours work or pay on both days. As set forth in Articles 7 and 8, PTF employees are not guaranteed eight hour days or forty hour weeks. During the week at issue, there was no violation in the manner in which employees Keliher and Brongiel were scheduled. Nor was there a violation in the manner in which PTF loaner Ellis was scheduled.

The PTF loaner worked more hours that week than Brookfield PTF Keliher, however, Management has no contractual obligation to equalize PTF hours. Furthermore, there is no contractual obligation to schedule a PTF for forty hours in his/her installation prior to assigning a PTF loaner to that installation.

As set forth in a Step 4 settlement in Case No. AC-E-23928/E3-ALL-2194 dated September 15, 1978, "this interchange of employees does not violate the National Agreement." The loaner was assigned to supplement the Brookfield complement, however, Ms. Ellis was a PTF employee, not a casual, therefore, the "Supplemental Work Force" provisions of Article 7.1.B. are not applicable.

The provisions of Article 7.2.B. and C. are likewise not applicable here; the assignment of loaner PTFs is not comparable to assignments across craft and occupational group lines.

Although the Arbitrator cannot sustain the grievance, she recognizes the Union's position. It appears that local Management also recognized the arguments advanced by the Union, as shown by the fact that Management attempted to contact Ms. Ellis on Wednesday and Thursday to tell her not to report. However, once she reported, she had the same guarantee as any other PTF Clerk. In further recognition of the Union's position, Ms. Ellis was not scheduled for Friday, and PTF clerks Keliher and Brongiel worked in excess of the two hour guarantee.

When the parties to the above-referenced Step 4 settlement denied that grievance, they also included the following language:

However, in the interest of harmonious Labor-Management relations, it would appear reasonable to employ the people from the home office to their fullest capacity and when possible be assigned the preferred work hours. The borrowed employee should be used to supplement the local work force when the workload requires additional people.

To reiterate, absent any contract violation, the grievance must be denied.

A W A R D

The grievance is denied.

Linda D. Leone Klein

LINDA DILEONE KLEIN

Dated this 10th day of February, 1992
Cleveland, Ohio.

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