

# Chapter

*Issues Most  
Prevalently  
Grieved  
and the  
Documentation  
Required*

# ISSUES MOST PREVALENTLY GRIEVED AND THE DOCUMENTATION REQUIRED

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**ARTICLE 1, SECTION 6**  
**SUPERVISORS PERFORMING BARGAINING UNIT WORK**

Supervisors continually attempt to do our work rather than instruct bargaining unit employees to do the work. In offices with 100 or more bargaining unit employees this activity is prohibited except under the five limited criteria outlined in Article 1.6. In offices with under 100 employees, supervisors are permitted to do some work, generally that which is specifically provided for in their position descriptions.

We have had some recent arbitral successes in limiting the work supervisors can do in the under 100 employee offices.

If documented properly, management will sustain grievances which show that supervisors improperly did bargaining unit work and they will pay the equal number of hours worked by the offending supervisor to the employees named by the Union to be remunerated. The documentation necessary to establish that a violation of Article 1.6 occurred should include the following:

- 1) **Name of Supervisor.**
- 2) **Exactly what was the supervisor doing?**
  - a) **Area.**
  - b) **Crafts and position description/occupational groups to which work is assigned. (You'll need this information to determine who is affected, who will be make whole, ODL affected, etc., if applicable.)**
  - c) **Exact time(s) and date(s) supervisor's activity was noted.**
  - d) **Volume of work performed (if determinable).**
  - e) **Interview potential witnesses. (If notified on same day of incident, first get list of possible witnesses in area(s) where incident occurred. If after the day of occurrence, get a blank roster to determine scheduled employees who could be potential witnesses

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preference leave book, ODL N/S day drafting, etcetera. Accomplish these interviews first, if possible, because you want to have as many facts and as much support as possible prior to interviewing the supervisor. Determine if similar incidents were previously noted, brought to supervisor's attention, his/her response to objection.
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  - f) **Remember: WHO SAW?? WHO SAID?? WHEN?? WHERE?? WHAT??**

g) Interview Supervisor. It will be up to you to determine whether any of the five (5) exclusions pertain to the circumstances surrounding the grievance apply. (don't volunteer the exclusions) Don't accept a pat answer like "It was an emergency, or I was training employees."

Ask specific questions, such as: Who were you training? How long? How much instruction was necessary? Does employee have previous experience? What was the nature of the emergency? Should the machine have been shut down? Maintenance called? Don't be blown off! Establish your reason for the interview and pursue it until you are satisfied you have an understanding of what happened.

**Corrective Remedy:** Affected employees be paid for the amount of time their duties were performed by the supervisor at the applicable overtime rate of pay.



## ARTICLE 7, SECTION 1 CASUALS IN LIEU OF CAREER EMPLOYEES

The employer has a right to use casual employees to supplement the career workforce. This segment of the workforce may not exceed 5% of the total number of employees covered by our Agreement. These employees may not be hired for more than two (2) eighty-nine (89) day periods and one (1) twenty-one (21) day period at Christmas time.

The employer has specifically recognized and stated that the casual workforce is only to supplement the regular workforce during high overtime periods and/or high vacation leave periods and that the year-round usage of casuals is a violation of the provisions of Article 7, Section 1.B.1.

As you know, most installations have a number of casuals being used all year round. If this is the case in your installation and there is no justifiable reason for this usage of casuals, (i.e. career employee(s) out of work temporarily because of on- or off-the-job illness or injury) then you should pursue a grievance. The documentation necessary to show a violation is time records which show:

- 1) The casuals have been used for a significant period of time.
- 2) The hours the casuals are working. (May show the need for full-time duty assignments.)

- 3) The operation(s) the casuals are used in. (May show where the need for full-time duty assignment is.)

**Corrective Remedy:**

- 1) All hours worked by casual employees be paid at the overtime rate to employees in the regular workforce.
- 2) The casuals be taken off the rolls.
- 3) Full-time duty assignments be established, if applicable.



**ARTICLE 7, SECTION 2  
CROSSING CRAFTS and/or WAGE LEVELS**

**Insufficient Work**

In Article 7, Section 2.B, management can assign work across craft lines if there is insufficient work on a particular day on an employee's job. Prior to crossing craft lines, management must not only exhaust efforts to find work within the employee's craft, but also must ensure that their need to cross craft lines was reasonable, unforeseeable, and somehow unavoidable.

**Light vs. Heavy Workload**

Under Article 7, Section 2.C, the contract is clear that management cannot cross craft lines unless they can show that one craft is experiencing a light workload while another craft is experiencing an exceptionally heavy workload.

A light workload in one craft can be demonstrated by the cutting of casual and part-time flexible work hours; conversely, an exceptionally heavy workload in another craft can be demonstrated by the maximum amount of overtime being used provided the circumstances that created the imbalance were again reasonably unforeseeable and somehow unavoidable. In this situation, the temporary crossing of craft lines is permissible.

**The documentation needed in order to show a crossing craft violation are:**

- 1) Time records. management is responsible for properly documenting who is working what mail in what operation. This information will show that carriers, for example, are working in a clerical operation.

2) If management argues that they have met the prescribed criteria that permits craft crossing, then volume records, arrival times and both crafts' time records may be needed to show that their allegation is pretextual.

**Corrective Remedy:** All hours worked by the offending craft in our craft should be paid to our craft at the appropriate overtime rate.



### ARTICLE 7, SECTION 3 (B) MAXIMIZATION OF PART-TIME FLEXIBLE TO FULL TIME

As you know, in installations with 200 or more man years, we are contractually guaranteed an eighty to twenty percent (80%/20%) ratio of full-time employees to part-time employees. Also, if a part-time flexible works eight hours within ten on the same five days and the same assignment each week over a six month period, this criteria establishes a full-time position. What of smaller installations like small post offices?

We have been very successful, in a number of recent arbitration decisions, in getting part-time employees converted to regular in these under 200 man year offices by relying on the language of 7.3b, which reads:

*"The employer shall maximize the number of full-time employees and minimize the number of part-time employees who have no fixed work schedules in all postal installations."*

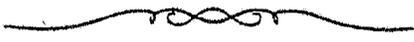
Arbitrators have determined that this above referenced contractual language is an unequivocal promise on the part of the employer to create full-time positions, if at all possible.

In order to demonstrate how to argue for full-time positions, the following are a couple of examples: If we had an installation that had two part-time flexible employees (PTFs), of which both worked six (6) hours a day, six (6) days a week, and they worked the same hours, say 6:00 am until noon, this would be difficult to argue that a full-time, eight hour day position could be created. However, if the first PTF came in at 5:00 am and worked until 11:00 am and then the second PTF came in at 11:00 am and worked until 5:00 pm, this example indicates that there is a block of hours eight (8) within a ten (10) hours period which could be worked five (5) days a week, therefore, meeting the criteria set forth in Article 8, Section 1 and Section 2.C for the establishment of a full-time position and, obviously, the conversion of a part-time employee into that position.

In order to document these type cases to win, we need a solid work history report that should include the following at a minimum:

- 1) PTF work schedules for the last six months.
- 2) PTF timecards for the last six months.
- 3) Graph of eight (8) hour blocks by day showing hours worked by the PTFs over the six month period.

**Corrective Remedy:** The identified Part-Time Flexible Clerks be converted to Full-Time and paid any and all entitlements.



## ARTICLE 8, SECTION 5 OVERTIME ASSIGNMENTS

We see a lot of Overtime Desired List (ODL) misassignments, bypasses and the utilization of those not on the Overtime Desired List grievances. These situations are usually cut and dry. However, our biggest problem is that the documentation necessary to show our adversaries that a violation occurred is quite often not contained in the grievance file. The following information is a prerequisite to establishing a contractual violation.

- 1) Copy of applicable Overtime Desired List.
- 2) Copy of timecards of ODL employees whose rights were violated.
- 3) Copy of timecards of employees who caused violations.
- 4) Copy of PS Form 1261 - Overtime Authorization.
- 5) Identify Date, Time, tour violations occurred.
- 6) Identify time and a half, double time, and double time and a half hours of entitlement for each of the ODL employees whose rights were violated.
- 7) If the existence or content of a Public Address announcement is involved, who made the announcement? What was the time and date made? What was the Postal Service's contention of existence and/or content?

What was the grievant's contention of existence and/or content?

- 8) If employee(s) are (were) passed over on rotation, identify which rotation was violated, (N/S days, which day, before tour, after tour, etc., if applicable) how violation occurred, where list should have started and ended, where list actually started and ended causing the violation.
- 9) Establish BOTH the availability for notification and the availability to work of each and every bypassed ODL employee.
- 10) In your background narrative, state exactly how the violation of the ODL occurred. Be thorough in your explanation so that a person with some knowledge of the contract can read and understand the sequence of events leading up to and causing the violation(s).
- 11) Exactly where overtime assignments were worked.
- 12) Establish qualification of grievant to work assignment (consider limitation or restrictions if on light/limited duty).

**NOTE:** See Local Memorandum of Understanding Item #14 for locally negotiated aspects of ODL.

**Corrective Remedy:** Compensation of the appropriate individuals at the appropriate overtime rate.

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## ARTICLE 10 & 19 AWOL

Absences Without Leave (AWOL) situations are another high volume grievance generator. In order to establish that the employer's actions were arbitrary and capricious, the grievance file should contain the following:

- 1) Copy of AWOL leave slip with reason for decision cited.
- 2) Statement from employee on circumstances surrounding absence and why AWOL was unjustified.
- 3) Interview supervisor in regard to cited reason for AWOL. (State supervisor's name - signatures cannot always be read by others.)

- a) Don't accept pat answers or a restatement of the phrase cited in the approved/disapproved block. (i.e. EVIDENCE UNACCEPTABLE.) Ask why the supervisor found the reason unacceptable. GET A THOROUGH EXPLANATION.
- b) Obtain and determine the accuracy and correctness of referenced documents. (i.e. RESTRICTED SICK LEAVE LIST, PS FORMS 3972, ATTENDANCE ANALYSIS.)
- c) If, after the interview, you determine the AWOL was issued improperly, formulate the basis of your reasoning for detailed explanation in narrative and write it down in a brief sentence or two at this time.
- d) At this time, your investigation could go in various directions depending upon circumstances of AWOL. i.e.:
  - 1) If "no call", determine who took calls on that day/tour, circumstances surrounding the failure to call, etc.
  - 2) If evidence was requested, why wasn't it submitted, go back to grievant for further interviews.
  - 3) Pursue and obtain the facts in regard to the matter, determine discrepancies, inconsistencies and write a complete narrative stating the events in chronological order and completely explain the basis of your contention why the AWOL was unjustified and, therefore, violative of the agreement.

**Include copies of the following:**

- 1) Copy of 3971
- 2) Copy of 3972
- 3) Copies of referenced documents (RSL, medical documentation, etc.)
- 4) Copies of grievant's statement
- 5) Copies of evidence submitted, if applicable

**Corrective Remedy:** That the AWOL be changed to approved leave and the individual be compensated accordingly.

*Employee and Labor Relations Manual (ELM) References:(AWOL)*  
 364.45, 513.342, 512.412, 513.365, 512.422, 513.64, 513.332, 514.12

## ARTICLES 10, 19 & 30 ANNUAL LEAVE DENIED

All too often, members are denied annual leave despite their having the Nationally and Locally negotiated right to take leave. In these situations, the following information should be contained in the grievance file.

- 1) Copy of grievant's leave slip. Cite craft, level and position description/occupational group, if applicable (see LMOU).
- 2) Copy of leave book/register for level and position description/occupational group for period of time affected if applicable.
- 3) Identify the period affected. CHOICE VACATION PERIOD (CVP) or OTHER THAN CHOICE VACATION PERIOD (OTCVP)
- 4) Determine the appropriate number and/or percentage agreed to in the LMOU for the affected position description/occupational group. (CVP - Item #9 LMOU; OTCVP Item #4 LMOU).
- 5) Calculate the number of employees in the craft/position description/occupational group that should have been granted leave. If less than the number required were granted leave, determine how many employees had leave disapproved, their dates of submission (check disapproval date in book/register or on disapproval slip) and determine which leave should be granted (multiple requests submitted on same day for that date or future date are considered in order of seniority.)
- 6) Contact the appropriate Postal Service supervisor and state the discrepancy to be corrected. If the supervisor disputes your figures, determine where the dispute lies. How does he calculate the number of employees to be granted leave.
- 7) Give narrative of events explaining violation if matter cannot be resolved.

### *References:*

Article 10 National Agreement  
ELM, Chapter 510  
LMOU Items #4, 5, 6, 7, 8, 9, 10, 11, 12

**Corrective Remedy:** The denied leave be remedied by granting an equal amount of administrative leave and/or that the employee be permitted to be granted annual leave at a time of his/her choosing.

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## ARTICLE 11 HOLIDAY SCHEDULE VIOLATION

The employer has been notoriously inept when it comes to properly staffing and scheduling during the holiday scheduling period. Violations usually take the form of over drafting (scheduling more employees than are utilized on that same day during other service weeks, drafting non-volunteers to work prior to utilizing all casuals and part-time flexibles to the fullest extent possible, even if overtime is necessary, and drafting employees and then granting wholesale leave on that day, etc.).

The language referenced for this subject is contained in the National Agreement, Article 11, Section 6B and Item 13 of your Local Memorandum of Understanding and grievance files for violations should be documented as follows:

- 1) Copies of timecards of casuals and PTFs who were not required to work and/or were not worked to the maximum extent possible.
- 2) Copies of timecards of non-volunteers required to work the holiday schedule.
- 3) Copy of the holiday schedule and/or solicitation lists for the affected day(s).
- 4) Write a complete narrative of how the violation occurred in which you:
  - a) identify the casuals and PTF's by name and category;
  - b) establish the qualification of the casuals or PTFs to perform the work for which the non-volunteers were scheduled;
  - c) identify the non-volunteers who were required to work by position description/occupation group, if applicable.

**Corrective Remedy:** The remedy for the aforementioned violations should be consistent with the Headquarter Level Holiday Scheduling violation agreements which can be found at the end of this chapter.

## ARTICLE 13 LIGHT DUTY DENIED

All too often, able-bodied employees get injured outside of work and request light duty work from the management at their installation only to be told to take sick leave and come back when you are better.

This is clearly a violation of the agreement. Employees have a right to light duty work if it is available at their installation within their medical limitations. They have a responsibility to request light duty from the installation head in writing and submit supportive medical documentation which outlines their limitations.

The employer has the obligation to show the greatest consideration and exhaust every effort to find the employee work within their limitations. The employer has a further obligation to reply to the employee's request in writing.

It is important to note that if work cannot be found on the employee's regular tour of duty, work on other tours or non-scheduled days must be provided if available.

The documentation needed to show a violation when light duty is denied is as follows:

- 1) The light duty request along with supportive medical documentation.
- 2) The employer's reply.
- 3) What work was available within the employee's limitations. (What operation, amount, type, duration of work in hours/days.)

**Corrective Remedy:** The employee should be made whole for all hours of work, even overtime, if applicable, that he/she was denied.

*NOTE* In most states, if employees are denied work, they are eligible to collect unemployment compensation.

# DISCIPLINE AND "JUST CAUSE"

In the issuance of any discipline, the burden of proof is on the employer to show that they had "just cause" to punish the employee in the manner they chose. As the employee's representative, we must establish that the employer did not have "just cause" for his actions. This is not to state that every issuance of discipline is not for just cause or to suggest that every issuance is defensible and must be placed into the Grievance Arbitration Procedure.

The principles or standards by which just cause has been defined were first outlined by Arbitrator Carroll R. Daugherty in a United Mine Workers case. Mr. Daugherty established what we have come to use as the backdrop on which all disciplinary issuances are examined. These same principles are a part of our Collective Bargaining Agreement as they are outlined in the EL-921 handbook.

## *References:*

EL-921, Supervisor's Guide to Handling Grievances  
42 LA 558 Grief Bros. vs. United Mine Workers

## THE SEVEN (7) TESTS OF JUST CAUSE

1) *Did the Company give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?*

In other words, were there some kind of written (or oral) instructions governing the situation the employee is being disciplined for. This could be a notice posted on a bulletin board or found in an order book. The important thing is that it must be proven that there was actual written or oral communication of these rules before the incident occurred.

2) *Was the Company's rule or managerial order reasonably related to the orderly, efficient and safe operation of the Company's business?*

In order for discipline to be upheld, the rule should be practical and make good sense and not be silly or frivolous. However, even if the employee believes the rule is unreasonable, the employee must obey the order. The employee can later file a grievance.

3) *Did the Company, before administering discipline to an employee, make an effort to discover whether the employee did, in fact, violate or disobey a rule or order of management?*

The employee has a right to know what he/she is being disciplined for. The investigation should be made before disciplinary action is taken. In too many cases, the action is taken without proper investigation.

4) *Was the Company's investigation conducted fairly and objectively?*

5) *At the investigation, did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?*

6) *Has the Company applied its rules, orders, and penalties even-handedly and without discrimination to all employees?*

Have other employees been guilty of the same infractions of the rules and received lessor or no disciplinary action?

7) *Was the degree of discipline administered by the Company in a particular case reasonably related to (a) the seriousness of the employee's proven offense, and (b) the record of the employee in his/her service with the Company?*

It would not be just to fire an employee for being tardy twice over a six month period if he/she had an unblemished record for 15 years prior to that. On the other hand, if the employee has a record of previous offense, that record should not be used to judge whether he/she is guilty of the latest offense.

Following the above seven tests of just cause will not guarantee a winner in all grievances, but it should enhance their chances of being settled successfully.

### ARTICLE 16, SECTION 3 LETTER OF WARNING (ATTENDANCE)

Attendance related discipline is another high volume grievance at the Regional Level and the following information should be contained in the grievance file in order to be successful:

- 1) Copy of Letter of Warning (LOW).
- 2) Employee's statement as to why he believes LOW was not justified.
- 3) Copies of all PS Forms 3971 cited in LOW.
  - a) Were they all unscheduled? (completed properly)

- b) Has the action taken on any of these LEAVE REQUESTS been modified as a result of grievance settlements or other action or agreement? (EEOC settlement, etc.)
  - c) Are all cited absences accurate?
- 4) Copy of entire PS Form 3972 (ATTENDANCE ANALYSIS) including supervisor comment/attendance check blocks. (If more than one year referenced, obtain copies of additional PS Form(s) 3972.)
- a) Identify when and whom conducted previous attendance reviews. SIGNATURES ARE OFTEN UNCLEAR - PRINT SUPERVISOR'S NAME ABOVE SIGNATURE.
  - b) Was the reviewing supervisor different than the issuing supervisor? (If so, keep in mind that different supervisors could have different standards, i.e. more lax in regard to attendance, by which employees are measured. If this situation comes into play, pursue the possibility of "different standards" through investigation (see "just cause" enclosure).
- 5) If employee was supposed to have been given a discussion, ensure that it was a proper discussion as envisioned by Article 16.2.
- 6) What was stated during any previous discussions in regard to the deficiency?
- a) Supervisor's contention of content and intent of discussion.
  - b) Employee's contention of content and intent of discussion.
- 7) The point here is to determine whether or not the employee was made aware that his/her attendance was less than acceptable prior to the issuance of the LOW. The LOW should not be the manner in which the employee is notified that his attendance is deficient but rather management's recourse to the employee's failure to respond to and correct the employee's previously identified and explained attendance deficiency.
- 8) Listen for improper reason(s) for issuing the LOW. Be alert for supervisor's statements referring to:
- a) Low sick leave balance.

- b) Previously issued disciplinary actions which are no longer a part of the employee's record or which are not applicable to this issue. (i.e. this guy's been an attendance problem for years.)
- c) Any other improper references which, in your judgment, would lead you to believe the supervisor was less than objective in his approach to issuing the LOW.

References to the above are almost always inappropriate and could indicate the employee was prejudged without being given his/her due objective consideration.

Test the circumstances revealed through your investigation for "just cause" using the above referenced seven (7) tests of just cause. Write your complete narrative of the investigation identifying all acts or omissions which support the union's contention that the LOW was improperly or unjustly issued.

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### ARTICLE 16.3, 16.4, 16.5, 16.6 & 16.7 LOSS OF PAY DISCIPLINE - SUSPENSIONS AND DISCHARGE

There are literally hundreds of infractions employees can and have been disciplined for. It's difficult to put into a formula the information necessary to have the discipline overturned or reduced. A key in defending all issuances of discipline is the seven tests of just cause. If you go through the seven tests and can structure a legitimate defense in one or more of these areas, our chances of success are good.

Include the following in the grievance file:

- 1) Copy of Letter of Charges.
- 2) Determine exactly which rule, order or directive was violated. (Include copy of same.)
- 3) Determine whether employee was aware of the rule, order or directive he was disciplined for violating.
- 4) How or why the employee was or should have been aware of the rule, order or directive.
- 5) Was the discipline progressive, meaning was the employee given a discussion, Letter of Warning, etc., for the same infraction? This pro-

gression may be overlooked by the employer if the infraction is proven to be serious in nature.

- 6) Was employee given the appropriate contractual notice period? (i.e. ten days notice for suspension of 14 days or less, thirty days for suspension of 14 days or more and discharges, etc.)
- 7) Was discipline imposed commensurate with the seriousness of the infraction?
- 8) Was discipline properly reviewed and concurred?
- 9) If the Postal Inspection Service was involved, request and include a copy of the Investigative Memorandum in your grievance package.



## ARTICLE 19 ADMINISTRATIVE LEAVE FOR AND "ACT OF GOD"

The above referenced grievance makes a claim for administrative leave because of an "Act of God".

Section 519 of the Employee and Labor Relations Manual authorizes postmasters or installation heads to approve administrative leave when fact circumstances meet the following criteria.

- 1) That an "Act of God" occurred<sup>1</sup> (a storm in this case)
- 2) That the storm effected the general community and not just singular individuals<sup>2</sup>
- 3) That employees, despite their diligent efforts at reporting for work, were prevented because of the storm conditions<sup>3</sup>

For the purposes of documenting grievances if management refuses to grant administrative leave, in order to show that the above referenced three criteria existed, the following information is preferred in a grievance case file.

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<sup>1</sup> See ELM 519.21

<sup>2</sup> See ELM 519.211

<sup>3</sup> See ELM 519.213

- 1) To demonstrate that criteria #1, an "Act of God" (storm condition) existed, obtain the following:
  - a) Newspaper accounts
  - b) Television accounts (video tape news broadcasts after the storm)
  - c) Declarations of states of emergency by state, city or local township leaders
  - d) Show any cancellation of postal services, ie. carrier, MVS or highway contract drivers prohibited from delivery by postal management
  
- 2) The following documentation is preferred to show that criteria #2 existed:
  - a) The number of employees who reported for work versus those who did not report for work, written down by tour and/or craft, depending on which percentage is higher and makes a better demonstration for meeting the criteria
  
  - b) 3971's for employees who called off requesting administrative leave, annual leave or leave without pay because of the weather conditions\*
  
- 3) The preferred documentation in order to meet this criteria is:
  - a) A written statement from each employee outlining what efforts they actually made. This should include at a minimum:
    - i. The method of transportation used to get to work
    - ii. The routes taken to get to work
    - iii. The problems related to the method used and routes taken that prevented the employee from reporting
  
  - b) In order to support employee's claims that traffic or road conditions were impassable, contact local police for accounts of road conditions. This same information can be obtained from local radio stations who give traffic condition reports. A printout of the roads that are effected on an hour by hour basis are outlined and can be requested.

So, if the Union can show that a storm occurred that was general in nature, and that the storm effected meaningful groups of employees despite their diligent efforts to report to work, then we will be successful in winning administrative leave for the day or days in question.

If any of the above referenced information is not currently contained in your case file or the file that has been appealed to our office, please gather it (if available) and forward it at your earliest opportunity.

\* Note: Those requesting sick leave or on sick leave are not entitled to administrative leave.



## ARTICLE 28 LETTER OF DEMAND

According to Article 28 of our National Agreement, employees will be held strictly accountable for their assigned fixed credits or vending credits. This accountability assumes that the Employer will responsibly carry out their contractual obligations to ensure that the employee is not assigned an undue risk.

Therefore, there are certain procedural questions as well as security questions that must be answered to establish if the employee should be held strictly accountable or the Employer should assume the liability.

### PROCEDURAL QUESTIONS

- 1) Check Form 3368 to ensure that the audit was completed within four (4) months of the previous audit.
- 2) Was the audit conducted in a quiet environment away from the window operation?
- 3) Were requisitions scheduled weekly?
- 4) Was all stamp stock properly counted and recorded on Form 17?
- 5) Was individual permitted enough time to do a proper count?
- 6) Do we agree with the accuracy of the count?

- 7) Was a recount requested?
- 8) Were current and previous audits adjusted correctly?
- 9) Stamp credit examinations should be done prior to any transactions taking place. Make sure disbursements are recorded correctly on Form 3294.
- 10) Were counts performed independently on separate 3294s? (supervisor vs. employee)
- 11) Is there a relationship between one employee's overage and another employee's shortage?
- 12) Was employee given specific options for repayment in Letter of Demand?
- 13) Was employee given mandatory bargaining unit appeal rights in Letter of Demand?
- 14) Were monies over \$200 collected before the Grievance Arbitration Procedure ran its course?

#### SECURITY QUESTIONS

- 1) Are all keys properly inventoried and accounted for?
- 2) Are any keys interchangeable? (Check Form 1628.)
- 3) Are all PS Forms 3977 properly inventoried and are they examined every six months?
- 4) Is safe/vault combination changed each time a person leaves the office permanently?
- 5) Are all keys and locks checked for interchangeability annually?
- 6) Are each individual duplicate keys sealed in a PS Form 3977 and have they designated two witnesses?
- 7) Does the Postmaster or designated subordinate have exclusive control over the secure placement of the duplicate keys in the safe or vault?

- 8) Are there any documented machinery malfunctions which are directly related to current audit deficiency?

**Include copies of the following, if applicable:**

- 1) Letter of Demand.
- 2) Form 17, Stamp Requisition.
- 3) Form 1412, Daily Financial Report.
- 4) Form 3294, Cash and Stamp Stock Count and Summary.
- 5) Form 3356, Stamp Requisition Bulk Quantities.
- 6) Form 3368, Stamp Credit Examination Report.
- 7) Form 3369, Consigned Credit Receipt.
- 8) Form 3977, Duplicate Key Envelope.

***Reference:***

Collective Bargaining Agreement – Article 28  
F-1, §361.1, §372, §372.21, §372.22, §372.3, §372.5, Exhibit 423.21,  
§426.2, §429.11, §429.13, §429.14, §429.16, §472.2  
Administrative Support Manual - 273.461, .462, .48  
Employee and Labor Relations Manual – 462.3

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED STATES POSTAL SERVICE  
AND  
THE AMERICAN POSTAL WORKERS UNION, AFL-CIO  
AND  
THE NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

The United States Postal Service, the American Postal Workers Union, AFL-CIO, and the National Association of Letter Carriers, AFL-CIO, hereby agree to resolve the following issues which remain in dispute and arise from the application of the overtime and holiday provisions of Articles 8 and 11 of the 1984 and 1987 National Agreements. The parties agree further to remand those grievances which were timely filed and which involve the issues set forth herein for resolution in accordance with the terms of this Memorandum of Understanding.

12 Hours In A Work Day and 60 Hours In A Service Week Restrictions

The parties agree that with the exception of December, full-time employees are prohibited from working more than 12 hours in a single work day or 60 hours within a service week. In those limited instances where this provision is or has been violated and a timely grievance filed, full-time employees will be compensated at an additional premium of 50 percent of the base hourly straight time rate for those hours worked beyond the 12 or 60 hour limitation. The employment of this remedy shall not be construed as an agreement by the parties that the Employer may exceed the 12 and 60 hour limitation with impunity.

As a means of facilitating the foregoing, the parties agree that excluding December, once a full-time employee reaches 20 hours of overtime within a service week, the employee is no longer available for any additional overtime work. Furthermore, the employee's tour of duty shall be terminated once he or she reaches the 60th hour of work, in accordance with Arbitrator Mittenenthal's National Level Arbitration Award on this issue, dated September 11, 1987, in case numbers H4N-NA-C 21 (3rd issue) and H4C-NA-C 27.

Holiday Work

The parties agree that the Employer may not refuse to comply with the holiday scheduling "pecking order" provisions of Article 11, Section 6 or the provisions of a Local Memorandum of Understanding in order to avoid payment of penalty overtime.

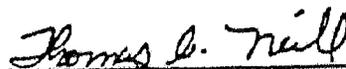
The parties further agree to remedy past and future violations of the above understanding as follows:

1. Full-time employees and part-time regular employees who file a timely grievance because they were improperly assigned to work their holiday or designated holiday will be compensated at an additional premium of 50 percent of the base hourly straight time rate.
2. For each full-time employee or part-time regular employee improperly assigned to work a holiday or designated holiday, the Employer will compensate the employee who should have worked but was not permitted to do so, pursuant to the provisions of Article 11, Section 6, or pursuant to a Local Memorandum of Understanding, at the rate of pay the employee would have earned had he or she worked on that holiday.

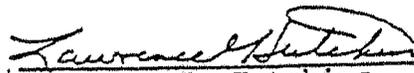
The above settles the holiday remedy question which was remanded to the parties by Arbitrator Mittenthal in his January 19, 1987 decision in H4N-NA-C 21 and H4N-NA-C 24.

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

DATE 10/19/88

  
Thomas A. Neill  
Industrial Relations Director  
American Postal Workers  
Union, AFL-CIO

DATE 10/19/88

  
Lawrence G. Hutchins  
Vice President  
National Association of  
Letter Carriers, AFL-CIO

DATE 10/19/88