

PTF ISSUES

SPRING, 2004

Prepared and Presented
by

Margaret A. Leaf
National Business Agent
Northwest Region
APWU, AFL-CIO
4110 N.E. 122nd Avenue, #200
Portland, OR 97230
(503) 252-9200

(Completely Revised - March, 2004)



PTF ISSUES

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EMPLOYEE AND LABOR RELATIONS GROUP
Washington, D.C. 20005

December 23, 1974

Mr. Ernest Andrews
Director, Industrial Relations
American Postal Workers Union,
A.P.W.U.
817 - 14th Street, N. W.
Washington, D. C. 20005

ARTICLE _____ WON
SECTION _____ LOST
SUBJECT _____ MOD.
GUARANTEES

Dear Mr. Andrews:

This is in response to your letter dated December 10, 1974, concerning a guarantee of four hours pay for part-time flexible employees who were not scheduled to work any hours during a pay period.

The Postal Service, in keeping with the intent of Article VI of the National Agreement, has taken the position that part-time flexible employees in offices with 200 or more man years of employment are to be scheduled to work a minimum of four (4) hours each pay period. Part-time flexible employees in those offices with less than 200 man years of employment are to be scheduled to work a minimum of two (2) hour each pay period.

In those instances where the employees in question were not scheduled for duty during a pay period, they would be entitled to receive two or four hours pay whichever is applicable.

If you have any further questions regarding this matter, please feel free to contact this office.

Sincerely,



Brian J. Gillespie, Director
Office of Programs and Policies
Labor Relations Department



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

FEB 8 7 1981

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
HSC-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.

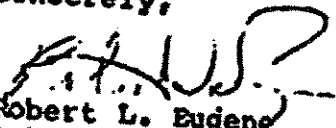
The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

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

UNITED STATES POSTAL SERVICE
WASHINGTON, D.C.

October 21, 1981

1978 AGREEMENT

ARTICLE 8 SECTION 8

SUBJECT Distribution Hours
R TFS

Mr. Kenneth Wilson
Administrative Aide, Clerk Craft
American Postal Workers Union,
AFL-CIO
817 - 14th Street, N. W.
Washington, D. C. 20005

Re: Class Action
Asheville, NC 28804
H8C-3P-C 31611 AB-S-2450

Class Action
Asheville, NC 28804
H8C-3P-C 31612 AB-S-2449

Dear Mr. Wilson:

On October 15, 1981, 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 involves whether available work hours must be equally distributed among part-time flexible employees at the Asheville, NC Post Office.

After further review of this matter, we mutually agreed that no National interpretive issue is fairly presented in the particulars evidenced in these cases.

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 acknowledgement of agreement to remand these cases.

Sincerely,

Margaret H. Oliver
Margaret H. Oliver
Labor Relations Department

Kenneth D. Wilson
Kenneth D. Wilson
Administrative Aide, Clerk
Craft
American Postal Workers Union,
AFL-CIO



RECEIVED

DEC 9 1988

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

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

SEARCHED	8
SERIALIZED	3
INDEXED	
FILED	
8-10 DOES NOT APPLY TO PTR	

Mr. Richard I. Nevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

DEC 6 1988

Re: Class Action
San Angelo, TX 76901
E4T-3U-C 43451

Dear Mr. Nevodau:

On November 29, 1988, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether PTR's are covered by the 8 within 8, 9, 10 provisions of the National Agreement.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. This is a local dispute suitable for regional determination by application of Article 8.2 to the particular fact circumstances.

There is no dispute between the parties at this level that Article 8.2.C. does not apply to part-time employees.

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

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



AMERICAN POSTAL WORKERS UNION, AFL-CIO

DON E. DUNN, Director Industrial Relations Department

817-14TH ST., N.W., WASHINGTON, D.C. 20005

11/5/71

DATE
#71-4

NUMBER

33

LABOR-MANAGEMENT - NEGOTIATION
TECHNOLOGY - MECHANIZATION
SAFETY-HEALTH - DISTRIBUTION

REPORT • DIGEST • INTERPRETATIONS

COLLECTIVE BARGAINING REPORT

The following are interpretations, questions and answers regarding the new National Working Agreement, in addition to some questions which are still in dispute with the U.S. Postal Service and are in the process of being resolved.

It is suggested that this material be kept handy pending the completion of national negotiations and issuance of the official new National Agreement in the form of a library reference copy.

MEMORANDUM OF INTERPRETATION

ARTICLE VII, EMPLOYEE CLASSIFICATIONS.

Section 1(B) defines part-time employees as:

1. Persons assigned to regular schedules of less than forty (40) hours per service week (herein designated as part-time regular scheduled employees), or
2. Persons available for work on a flexible work schedule during the course of a service week (herein designated as part-time flexible employees).

It is the understanding of the parties that part-time regular scheduled employees are only those employees who have been formally designated by the Employer as "part-time employees assigned to regular schedules of less than forty (40) hours during the course of a service week." It is further understood by the parties that while it is frequently necessary to require part-time flexible employees to work the same hours daily over a substantial period of time, Article VII, Section 1(B) is properly interpreted by the parties to provide that only those employees who have been formally designated by the Employer as part-time regular scheduled employees will be considered for the purposes of this Agreement as employees assigned to regular work schedules. Nothing herein shall be interpreted as impairing the obligations of the Employer under Section 3 of Article VII.



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

June 17, 1983

Mr. Gerald Anderson
Assistant Director
Clerk Division
American Postal Workers
Union, AFL-CIO
817 - 14th Street, N.W.
Washington, D.C. 20005-3399

SEARCHED	8
SERIALIZED	3
INDEXED	
FILED	
JUN 17 1983	
PTC	
<i>[Signature]</i>	

Re: J. Sanchez
Manati, PR 00701
R1C-1L-C 9117

Dear Mr. Anderson:

On June 7, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

We mutually agreed that in light of the existing provisions of 432.32, ELM, this grievance does not pose a nationally interpretive question.

Part-time flexibles may be required to observe a service day lasting more than 10 hours but less than 12 hours. Whether or not there exists a valid past practice in this local office to limit PTP's to a 10-hour service week is determined by examination of the fact circumstances.

Accordingly, as further agreed, this case is hereby remanded to Step 3 for further processing by the the parties at that level.

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

Sincerely,

[Signature]
Robert L. Eugene
Labor Relations Department

[Signature]
Gerald Anderson
Assistant Director
Clerk Division
American Postal Workers
Union, AFL-CIO



UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20260

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

MAR 11 1987

ARTICLE	8
SECTION	3
SUBJECT	<i>P.F. Schedule</i>

Re: Class Action
Watertown, CT 06795
H4C-1J-C 17391

Dear Mr. Wevodau:

On January 12, 1987, we met to discuss the above-captioned case at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether part-time flexible clerks must be scheduled to work 8 hours within 10 when scheduled to work 8 hours in a service day, and whether they are due overtime for time worked outside this 10-hour range.

During our discussion, we mutually agreed to settle this grievance based on the following:

1. There is no contractual basis for the remedy requested in this grievance.
2. However, as provided in Section 432.32c. of the Employee and Labor Relations Manual, part-time flexible employees may not be required to work more than 12 hours in one service day (including meal time) except in emergency situations as determined by the PMG (or designee).

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

Time limits were extended by mutual consent.

Sincerely,

James W. Bledsoe
James W. Bledsoe
Labor Relations Department

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

432.22 Regular Rate

The regular rate is defined by the Fair Labor Standards Act (see 444.21).

432.23 Rounding of Rates

In computing individual earnings, the daily or hourly rate is calculated from the annual rate to four decimal places. The fourth place is rounded up to the next higher figure if the fifth place is 5 or more. Total earnings are rounded to the nearest cent, counting one-half or more as a whole cent and dropping less than one-half cent.

432.3 Work Schedules and Overtime Limits

432.31 Basic Work Week

The basic workweek for full-time bargaining unit employees is defined in the applicable labor agreements. Postmasters and exempt employees are assigned as needed. Otherwise, the basic full-time workweek consists of 5 regularly scheduled 8-hour days within a service week.

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 postmaster general (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 workhours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours. Postmasters 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 1/2 hour.

432.34 Postmasters

A full-time postmaster is scheduled to work a 40-hour workweek. Normally, this regular work schedule is set at 8 hours a day and 5 days a week, Monday through Friday. When a nonexempt postmaster is required to work on the sixth day because relief is not available, premium pay at 150 percent of the postmaster's basic salary is paid for this time. Equivalent time off from work is not authorized to avoid the payment of this premium. Thus, either nonbargaining rescheduling premium or the better of postal or FLSA overtime, as appropriate, is paid.

EXTRA

Wilson
8-13-90

REGULAR ARBITRATION PANEL

ARTICLE	_____
SECTION	_____
SUBJECT	_____
<i>PTF SCHEDULE</i>	
<i>POSTING</i>	

In The Matter of The Arbitration
Between

UNITED STATES POSTAL SERVICE
and
AMERICAN POSTAL WORKERS UNION

GRIEVANCE:
Class Action/
Manassas, Virginia

POST OFFICE:
Amissville, Virginia

CASE NUMBER:
E4C-2U-C 47792

BEFORE:

Robert J. Ables, Arbitrator

APPEARANCES:

For The U.S. Postal Service:

Julia Bills, Labor Relations
Assistant, Northern
Virginia Division,
Herrifield, Virginia

For The Union:

Kenyon L. Pease, Jr., OWCP-
Arbitration Advocate,
Fairfax, Virginia

PLACE OF HEARING:

Amissville, Virginia

DATE OF HEARING:

April 19, 1990

AWARD:

Posting a schedule for PTF
clerks is discretionary with
management, but practice
should be followed.

DATE OF AWARD:

June 1, 1990

Robert J. Ables
Robert J. Ables

ARBITRATION AWARD

United States Postal Service

and

American Postal Workers Union

**Dispute Concerning Posting
of Schedule for PTFs**

OPINION

At issue under a collective bargaining agreement is whether the employer, U.S. Postal Service at its post office in Manassas, Virginia, violated that agreement by not posting a work schedule for part-time flexible (PTF) clerks.

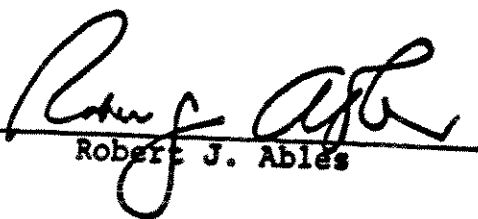
The union, American Postal Workers Union, at its Manassas, Virginia branch, argues that the Postal Service deviated from established practice when, in 1987, it

discontinued posting a schedule for distribution clerks, although a schedule was posted and continued for PTF window clerks. The union represents that PTF clerks were working 40 or more hours a week, spread over five or more days in the workweek, thus it was a matter of comity for working such extended hours for management to post a work schedule by the preceding Wednesday.

Arguments by the parties about the change in this practice centered on allegations by the union of retaliation for past union activities on behalf of the PTFs and management's contentions it was managing the work force efficiently and in accordance with its management rights under Article 3 of the National Agreement.

On the understanding that management could change practices on posting a schedule for any PTF at this branch, depending on need and circumstances under its management rights, Postal Service officials promised to revert to the earlier practice of posting notice of required work by the preceding Wednesday, thus making the present dispute moot.

By force of circumstances, the dispute is moot.


Robert J. Able

Dated: June 1, 1990

Washington, D.C.



EMPLOYEE AND LABOR RELATIONS GROUP

Washington, DC 20260

NOV 25 1977

ARTICLE 8

SECTION 3

STAND BY AT HOME, PTF

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

ARTICLE	_____
SECTION	_____
STAND BY	_____
CALL IN	_____

Re: NALC Branch
Venice, CA
NC-W-9013/W824-77X

Dear Mr. Riley:

On November 8, 1977, 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.

Based on the evidence presented in this grievance, we find that part-time flexible employees are not guaranteed forty hours in a work week. In addition, the National Agreement does not require that part-time flexible employees be scheduled in advance. However, there is no contractual provision, nor is it intended, that part-time flexible employees are required to remain at their home or to call the Post Office to ascertain whether their services are needed. Local management should attempt to schedule part-time flexible in advance wherever possible and fully utilize those part-time flexible employees on straight time whenever possible prior to scheduling full-time employees on overtime unless that overtime is on the carrier's own route.

Therefore, we find that the issues raised are resolved and this grievance is closed.

Sincerely,

Michael J. Harrison
Michael J. Harrison
Labor Relations Department



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

September 30, 1982

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

ARTICLE	_____
SECTION	_____
SUBJECT	_____
<i>STAND BY</i>	

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.

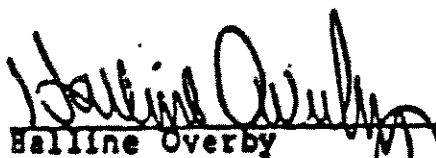
The question raised in these grievances involve whether local management violated the terms of the National Agreement when they advised part-time flexible carriers that they would be contacted by telephone if needed on a nonscheduled day.

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


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



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

October 29, 1974

ARTICLE 8
SECTION 8
STEP 3 ON CALL

Mr. Tony R. Huerta
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001

Re: L. J. Rogers, Jr.
Marion, OH
NB-C-1609(N-45)3-TOL-157

Dear Mr. Huerta:

On September 26, 1974, 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.

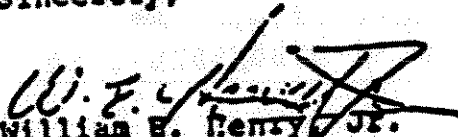
The record is devoid of any evidence to factually establish that the grievant was disciplined or that failure to contact him on February 11, 12 and 13, 1974, was intended as discipline. In this regard, we find that Article XVI of the 1973 National Agreement was not violated, and to this extent the grievance is denied.

However, there is no contractual provision, nor is it intended, that part-time flexible employees be required to remain at home or to call the post office to ascertain whether their services are needed. In the instant case, there is no indication that the grievant would not be available on any day other than February 9, 1974. Additionally, it is apparent from the record that no prior scheduling took place, in this instance, including Saturday, February 9, 1974. Consequently, the employee would not be aware of "the needs of the Service" until he was notified by local management. As the grievant is not guaranteed 40 hours of work

per week, the fact that he was not called in on the days in question does not entitle him to be compensated for this time. It is noted, however, that he was granted his request for 24 hours of annual leave to cover this period.

As acknowledged in the Step 3 decision, local management will contact employees in the future, on a daily basis where possible, when the services of part-time flexible employees are required.

Sincerely,


William E. Henry Jr.
Labor Relations Department

DEC 21 1977

ARTICLE 9

PTF OVERTIME RATE

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

ARTICLE	_____
SECTION	_____
SUBJECT	_____

Re: Local 203
Springfield, MO
NC-C-8760/5STL-1750

Dear Mr. Riley:

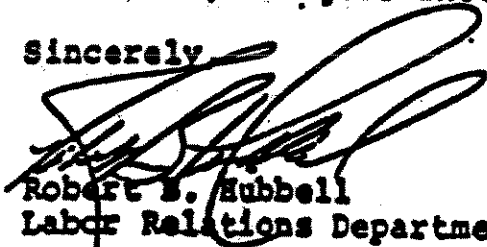
On October 20, 1977, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

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

The regular straight time hourly rate of part-time flexible employees incorporates compensation for the nine holidays cited in Article XI, Section 1 of the National Agreement. For this reason part-time flexible employees are compensated for overtime based upon the same rate as full-time regular employees.

No violation of the National Agreement has been shown and, therefore, the grievance is denied.

Sincerely



Robert S. Hubbell
Labor Relations Department

NOTE: Union grieved that part-time flexibles were not receiving exact overtime pay for their hourly rate. Decision relates to #54 Handbook Section 312.3-35 which provides for pay at comparable annual rate. (copy attached)

Arbitration Not Requested

#24 "Manual Payroll"

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

XI HOLIDAYS
HOW TO CALCULATE THE PTF'S STRAIGHT-
TIME HOURLY RATE

According to Article XI, Section 7 of the current National Agreement, part-time flexible employees are paid an hourly rate of pay which is greater than that paid regular employees in the same Level and Step.

"A part-time flexible schedule employee shall be compensated for the nine (9) holidays by basing the employee's regular straight time hourly rate on the employee's annual rate divided by 2008 hours."

The reason for this is that holiday pay for the nine holidays is included in the basic rate of pay for part-time flexible employees, who only get paid for the days they work, not the holidays they do not work. Regular employees do get paid for the holidays, even though they do not work them.

To illustrate this, the basic hourly rate November 4, 1978 to July 21, 1979 for a Level 5, Step 5 regular employee is \$7.3826 (annual basic rate of \$15,356 divided by 2080 hours a year, which includes nine holidays). The basic hourly rate of a Level 5, Step 5 part-time flexible employee is \$7.6474 (\$15,356 divided by 2008 hours).

Therefore, for working 2008 hours the regular employee and the part-time flexible employee would each be paid \$15,356. ($\$7.3826 \times 2080 = \$15,356$; $\$7.6474 \times 2008 = \$13,356$). The greater basic hourly rate paid to the part-time flexible employees is the equalizer.

As related to overtime, if part-time flexible employees were to be paid for their overtime hours one and one-half times their higher "equalizer" basic hourly rate, they would be paid more than regular employees for doing the same amount of work and the principle of equal pay for equal work, which the differential rates established, would be upset.

Forrest M. Newman
Director
Industrial Relations

corrective action to be taken to ensure appropriate earnings to the employee for the period affected.

436.4 Documents in Support of Claim

436.41 Statements by Local Official

The following must be provided:

- a. The local official must provide a tabulation of the number and type of pay hours with which the employee should have been credited during the back pay period, including any annual or holiday leave taken as follows:
 - (1) Overtime hours and/or night differential, as applicable, are determined by averaging the number of hours that other employees of the office with the same employment status were assigned during the back pay period.
 - (2) If the claim is for a part-time flexible employee, a tabulation must be provided that shows the number and type of pay hours the employee experienced for a full 13 pay periods prior to the separation or suspension. If the back pay period is less than 1 full pay period, only a 6-pay-period tabulation is required.
- b. The local official must provide a statement indicating whether the employee is entitled to the following during the back pay period:
 - (1) Premium pay (see 434).
 - (2) Change in pay rate or salary schedule.
 - (3) Step increase and date effective.
 - (4) Change in leave category and date effective.
 - (5) Other changes in pay of a general application.
- c. The local official must provide a statement indicating that had the employee not been suspended or removed he or she would have worked the hours as reported.
- d. The local official must provide a statement showing that monies earned by the employee for other employment during the period covered by the corrected action must be deducted, provided the earnings were from work that replaced the lost postal employment (see 436.2a).

436.42 Statements by Employee

The following must be provided:

- a. The employee must provide a statement signed by the employee agreeing or disagreeing to the hours shown in 436.41b. If the employee does not agree, the basis for the disagreement should be explained.
- b. Where the original action resulted in separation or suspension, the employee must furnish the following:
 - (1) The employee must provide a statement on whether or not any income was earned during the back pay period. If any outside earnings were received, provide information on whether the earnings were from a part-time job held at the time of removal, in



Employee and Labor Relations Group
Washington, DC 20260

July 3, 1972

Mr. Tony R. Huerta
National Field Director
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001

MAY 20 1996

Re: Branch 1430
Donora, Pennsylvania
N-E-380

Dear Mr. Huerta:

On June 13, 1972, we met with you to discuss the above captioned grievance, at the fourth step of our contractual grievance procedure.

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

The grievance is sustained as the incidental detailing of a part-time flexible employee from another post office for the sole reason of avoiding overtime, will be discontinued.

Sincerely,

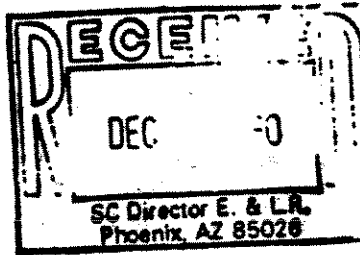
M. Wilson Murphy
M. Wilson Murphy
Labor Relations Division
Employee and Labor Relations Group

UNITED STATES POSTAL SERVICE
Western Regional Office

Handwritten initials and signature

San Bruno, CA 94099

DATE: DEC 9 1980
OUR REF: WE222/TPeterson:nae
SUBJECT: Regular Arbitration Award



TO: District Managers
MSC Managers
General Managers, Bulk
Mail Centers

CASE: National Award
M8-W-0027, M8-E-0032

ISSUE: Giving Overtime to PTF
employees rather than
to FTR employees on the
Overtime Desired List
Article 8, Section 5

Summarized below is a recent National Arbitration award from Arbitrator Richard Mittenthal.

SUMMARY OF CASE: This award is based upon two different fact situations:

Salt Lake City

A full-time regular mailhandler was on the Overtime Desired List (OTDL). The employee was offered end of tour overtime but refused the assignment.* As a result, management utilized PTF employees to perform the required work.

Scranton

A full-time regular mailhandler, on the OTDL, was on vacation during the week of July 28 - August 3, 1979. The employees regular work week was Saturday through Wednesday. His SDO's were Thursday and Friday. On July 25, management posted the work scheduled for July 28 - Aug 3. The grievant's name, as well as other mailhandlers similarly situated, was not placed on the schedule. Management utilized PTF employees in an overtime status to cover for the regulars on annual leave. The grievant's request to work overtime on his SDO's was denied.

In both cases, the Union grieved claiming that management had bypassed a full-time regular on the OTDL in giving overtime to PTF and, as a result, had violated the provisions of Article 8, Section 5.

*It should be noted that employees on the OTDL do not have the option of accepting or refusing overtime. Their presence on the list requires that they work assigned overtime.

ISSUE: Whether the Postal Service's action in giving part-time flexible employees overtime work prior to full-time regular employees on an "overtime desired list" was a violation of the National Agreement or a Local Memorandum of Understanding? Does Article VIII, Section 5 create an order of preference in the assignment of overtime?

DECISION: The grievances were denied. Article 8, Section 5, creates no order of preference for the assignments of overtime.

DISCUSSION: The Union argued that Article 8, Section 5 requires that FTR employees on the OTDL have first preference to overtime. The OTDL must be exhausted before overtime can be assigned to PTF's.

The Postal Service argued that no order of preference existed under Article 8, Section 5. Rather, that Article 8 merely describes how overtime is to be distributed when management chooses to assign such overtime to full-time regulars.

The arbitrator analyzed the language of the 1978 National Agreement, prior negotiations history, and, past practice. He concluded that no order of preference, as between FTR and PTF employees, existed. Thus, Article 8, Section 5 merely described how overtime would be distributed when management chose to assign such overtime to full-time regulars.

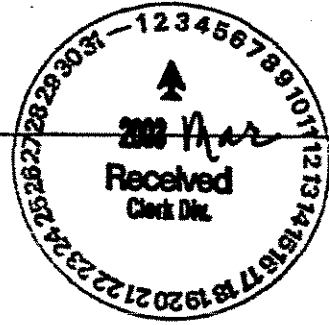
The arbitrator took note of a March 1980 letter from the President of the NALC which was consistent with the position of the Postal Service.

In the Scranton case, the arbitrator concluded that a relevant local memorandum of understanding provision was inconsistent with the National Agreement and thus, was of no effect.


R. R. Stevens, General Manager
Labor Relations Division

Attachment

cc: Regional Postmaster General
Regional Directors
Labor Relations Representatives
Office of Labor Law
Regional Chief Inspector
Director, PDC, San Bruno, CA
Manager, Overhaul Center
Regional Counsel
Jerry Long, Manager, Employee Services Branch
William Eudey, General Manager, Employee Relations Division



Mr. James "Jim" McCarthy
Director, Clerk Division
American Postal Workers Union, AFL-CIO
1300 L Street NW
Washington, DC 20005-4128

RE: Q90C-4Q-C 93034651
Washington, DC 20260-4110

Dear Mr. McCarthy:

This agreement supersedes and replaces our November 18, 2002 prearbitration agreement for the above-captioned case.

The issue in this case is whether the Albany District's practice of requiring, as a condition of employment, part-time flexible clerk craft employees to work in installations other than their employing office, violates the National Agreement.


After reviewing this matter, we mutually agree to resolve this case based on the following understanding:

Part-time flexible clerk craft employees are placed on the part-time flexible roll, as defined under Article 37.2.D.3 of the 2000-2005 National Agreement, of the office designated "Employ Office" on their PS Form 50 (currently blocks 32-34).

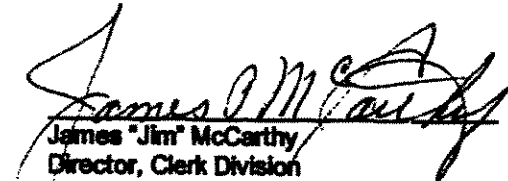
Part-time flexible clerks may be assigned to work in offices outside their "Employ Office," consistent with the applicable provisions of the National Agreement.

Please sign and return the enclosed copy of this decision as acknowledgment of your agreement to supersede and replace our November 18, 2002 prearbitration agreement with this decision.

Sincerely



Doug A. Tulino
Manager
Labor Relations Policies and Programs
U.S. Postal Service



James "Jim" McCarthy
Director, Clerk Division
American Postal Workers Union,
AFL-CIO

2/19/03
Date

**QUESTIONS AND ANSWERS –
PART-TIME FLEXIBLE CLERKS WORKING IN OTHER INSTALLATIONS**

The following questions and answers represent the mutual understanding and agreement of the APWU/USPS concerning part-time flexible clerk craft employees who are required to work outside their home office. This agreement covers, but is not limited to, part-time flexible clerk craft employees who are required, as a condition of employment, to work in installations other than their home office (national case Q90C-4Q-C 93034651). This agreement is not applicable and is without prejudice to the position of either party regarding the assignment of other crafts and/or categories of employee outside their home office.

- 1. Does requiring a part-time flexible clerk to work in more than one installation violate the National Agreement?**

Response: No, part-time flexible clerks may be assigned to work in offices outside their home office (the "Employ Office" identified on PS Form 50) provided such assignment is otherwise consistent with the National Agreement.

- 2. How are part-time flexible clerks scheduled when they are required to work outside their home office?**

Response: The home office postmaster or designee is responsible for scheduling the work location and starting time. The postmaster or designee in the actual work location is responsible for determining the number of hours worked.

- 3. How are part-time flexible clerks selected to work in other installations?**

Response: Several factors are considered such as the required skills, availability of the part-time flexible clerks, other scheduling and leave commitments, when the request was made, etc. Such scheduling may not be made in an arbitrary manner.

- 4. Is management required to post an advance schedule for part-time flexible clerks assigned to work outside their home office?**

Response: No. The posting of an advance schedule for part-time flexible clerk craft employees is not required, unless by mutual agreement at the local level. Conversely, there is no contractual requirement or intention that obligates part-time flexible employees to remain at home or to call the post office to determine whether their services are needed. Accordingly, posting an advance schedule for part-time flexible clerks may be mutually beneficial. It is noted that posting an advance schedule for part-time flexible clerks does not create a contractual work hour guarantee, as all part-time flexible employees are assigned to a flexible schedule which is subject to change according to business needs.

- 5. May part-time flexible clerks working in more than one installation be required to work more than twelve hours in a service day?**

Response: Such scheduling must be consistent with Section 432.32 of the Employee and Labor Relations Manual which states in relevant part:

Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the postmaster general (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 workhours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours.

6. Which office should an employee contact when reporting an unscheduled absence?

Response: Employees must contact the office where they are scheduled to work on the day of the absence. The postmaster or designee of that office is responsible for completing PS Form 3971, notifying the employee's home office of the absence, and forwarding the PS Form 3971 to the home office.

7. Who is authorized to act on a request for incidental leave which is submitted on a day the employee is working outside his/her home office?

Response: The postmaster or designee in the office where the employee is working is responsible for acting on incidental leave requests; however, such leave should be coordinated with the home office postmaster or designee.

8. What is the minimum number of hours in a service day that part-time flexible clerks can be scheduled or requested to work?

Response: When working in installations with more than 200 man years of employment, the Article 8.8.C guarantee is four hours. When working in installations with 200 or less man years of employment, the Article 8.8.C guarantee is two hours.

9. How is the work hour guarantee determined when a part-time flexible clerk is assigned to work in a different office?

Response: The Article 8.8.C guarantee is determined by the size of the office where the work is performed, not by the employee's home office.

10. When does the guarantee take effect?

Response: When the employee reports to work as scheduled. No guarantee applies when the employee is notified prior to reporting to work that the previously scheduled workday is canceled.

11. Does a part-time flexible clerk who returns to work on the same day receive another guarantee period?

Response: It depends on the circumstances. The following guarantees apply regardless of whether an employee works in more than one installation during the guarantee period:

When an employee completes a scheduled tour and clocks out, then is notified to clock in and resume working, that is considered a callback. All career bargaining unit employees are guaranteed 4 hours work, or pay, if called back to work on a day when they have completed their assignments and clocked out. This guarantee is applicable to any size office. (See ELM Exhibit 432.62).

When a part-time flexible employee is notified prior to clocking out that he or she should return *within* 2 hours, it is considered a split shift and no new guarantee applies. However, if prior to clocking out, the part-time flexible employee is told to return *after* 2 hours, that employee (in any size office) must be given a minimum of 2 hours work.

When an employee works in two installations with different work hour guarantees during a single guarantee period, the employee receives the higher guarantee (four hours rather than two hours).

12. May part-time flexible clerks be assigned to work overtime outside their home office?

Response: Yes, however, overtime work in a specific work location must first be assigned to qualified and available clerk craft employees on the overtime desired list in that work location, as defined under Article 8, Section 5 of the National Agreement and, when applicable, the Local Memorandum of Understanding.

13. Does a home office part-time flexible clerk receive a preference for work hours over a part-time flexible clerk from another installation?

Response: Yes, during the course of a service week management is required to make efforts to assign qualified and available home office part-time flexible clerks to straight time hours before assigning such work to employees from other installations.

14. Does scheduling a part-time flexible clerk to another office impact leave percentages contained in the Local Memorandum of Understanding (LMOU) in the scheduled employee's home office?

Response: No. Part-time flexible clerks are considered in the home office when calculating any leave percentages required under the LMOU regardless of whether they are detailed to another office. Part-time flexible clerks are not considered for the purpose of calculating leave percentages outside their home office. Also, requests for choice vacation periods and advance requests for incidental leave are controlled by the part-time flexible employee's home office LMOU and the applicable provisions of the National Agreement.

15. In which office are part-time flexible clerks considered for holiday scheduling under Article 11.6 of the National Agreement?

Response: In the home office. While not required, part-time flexible clerks who are not scheduled in their home office may be scheduled to perform holiday work in another office after qualified and available part-time flexible clerks from that office.

16. May part-time flexible clerks be assigned to work in offices where full-time regular employees have been excessed?

Response: Yes, however such employees cannot be used to wholly replace full-time employees who were excessed.

17. How is a part-time flexible clerk's relative standing on the part-time flexible roll determined when assigned to another office?

Response: The employee remains on the part-time flexible roll of the home or "Employ Office" as determined by the employee's PS Form 50.

18. Is there a requirement that a part-time flexible clerk receive a sixty-day notice pursuant to Article 12.5.B.5 prior to being temporarily assigned to work in another office?

Response: No, the sixty-day notice is relevant only when an employee is excessed from his/her home office pursuant to the provisions of Article 12 of the National Agreement. It is not applicable to temporary assignments.

19. Do the work hours of a part-time flexible clerk from another installation count for the purpose of maximization under Article 7.3.B of the National Agreement?

Response: Yes, the part-time flexible clerk's hours are counted in the office where the work is performed. For the purposes of conversion under the Full-Time Flexible Memorandum, only the hours worked in the home office by the individual part-time flexible clerk count.

20. Do part-time flexible clerks receive payment for travel time and/or mileage when required to travel to other offices?

Response: It depends on the circumstances. Whether a part-time flexible clerk who is required to work outside his/her home office is entitled to compensable travel time or mileage is determined by applying the applicable provisions of Section 438 of the Employee and Labor Relations Manual (ELM) and Chapter 7 of Handbook F-15.

21. How should compensable travel time be documented?

Response: In accordance with Section 260 of Handbook F-21.

22. How do part-time flexible clerks who are required to work in other installations submit requests for mileage reimbursement?

Response: By properly completing PS Form 1164 or PS Form 1164e and submitting it to the home office postmaster or designee on a weekly basis.

23. Is there a limit on the number of miles part-time flexible clerks may be required to travel when assigned to another installation?

Response: Normally, such employees will not be required to travel more than 50 miles from their duty station.

24. Is there a limit on the number of flexible credits that may be assigned to a part-time flexible clerk?

Response: No, however, Part 426.63 of the F-1 Handbook states that postmasters or supervisors should *cancel stamp credits not used at least once in an AP* (accounting period).

25. May a part-time flexible clerk working in more than one installation have financial accountabilities which require POS, IRT and/or manual PS Form 1412?

Response: Yes.

26. May a part-time flexible clerk who is working in more than one installation be assigned more than one scheme?

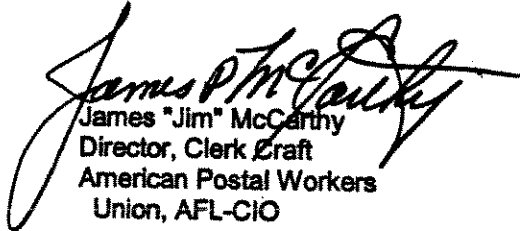
Response: Yes, however, Part 310 of Handbook M-5 states that scheme assignments may be made when management has a reasonable expectation that employees will work a scheme for at least 30 hours within an accounting period.

27. What determines the location of an employee's "immediate supervisor" and "certified steward" for the purposes of Article 15.2, Step 1?

Response: Normally, a Step 1 grievance will be investigated and/or discussed at the location the grievance is alleged. However, there may be circumstances where this is not feasible. In these situations a grievance may be initiated in the employee's home office.



Doug A. Tulino
Manager
Labor Relations Policies and Programs
U. S. Postal Service



James "Jim" McCarthy
Director, Clerk Craft
American Postal Workers
Union, AFL-CIO

Date: 9-24-03



UNITED STATES POSTAL SERVICE
4750 Enclave Plaza SW
Washington, DC 20260

ARTICLE 8
SECTION 8
SPLIT SHIFT, PTF

July 8, 1982

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

Re: J. Pelkey
Asheville, NC 28801
BIN-39-C 4870

Dear Mr. Overby:

On June 30, 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.

The issue in this grievance involves the application of guarantees as provided for in Article 9, Section 8, 1981 National Agreement.

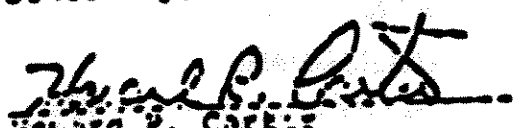
It was mutually agreed to fully settle this case as follows:

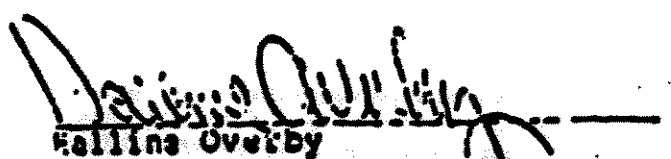
1. When a part-time flexible employee is notified prior to clocking out that he should return within two (2) hours, this will be considered as a split shift and no new guarantee applies.
2. When a part-time flexible employee, prior to clocking out, is told to return after two (2) hours, that employee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

- 4. The parties at the local level will resolve any pay disputes in accordance with the foregoing resolution.

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

Sincerely,


 Richard R. Cart
 Labor Relations Department


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

Management Instruction



Date Issued 10-24-81	Filing Number EL-440-81-9
Effective Date 10-24-81	Obsolete N/A
Organizing Organization & OCC Code Finance Department/FDL	
Signature Anthony F. Cavallo, Jr. APMG, Finance Dept.	

Title
National Agreement/FLSA Compliance

I. PURPOSE

A. This instruction provides field managers with additional information concerning the National Agreement/FLSA compliance. It is being issued to ensure compliance with the policies and procedures described in Handbook EL-401, Supervisor's Guide to Scheduling and Premium Pay (March 1981).

B. The MSC manager/postmaster must ensure that all associate offices within their sectional centers are adequately supplied with copies. Managers are responsible for assuring that this Management Instruction is made available to all supervisory personnel. Supervisors will be required to initial that this instruction was read and understood.

II. COVERED PERSONNEL

A. Bargaining Unit

Postal Service employees who are part of a bargaining unit subject to the National Agreement and to the "suffer or permit" and overtime provisions of the Fair Labor Standards Act (FLSA). Rural carriers are not subject to these provisions.

B. Non-Bargaining Unit

EAS-employees whose positions are classified nonexempt.

III. PREMIUM PAY SITUATIONS

A. Night Differential

Night differential is a premium paid to eligible employees for all work and paid training or travel time performed between 6:00 p.m. and 6:00 a.m. (ELM 434.2).

1. Q: If an employee's schedule is revised to allow him to make up time missed due to late reporting, and the revised schedule results in night work, would the employee be entitled to night differential on this occasion?

A: Yes. Night Differential is paid to eligible employees for all work and paid training or travel time performed between 6:00 p.m. and 6:00 a.m. (ELM 434.21).

2. Q: An employee who normally works nights has a schedule change to attend training during day hours. Would this employee still receive night differential?

A: Yes. Eligible employees who are regularly assigned to a night tour of duty are entitled to receive an equivalent amount of night differential when rescheduled to day work due to: participation in compensable training, court/jury duty, military leave, and continuation of pay status (ELM 434.222).

<p>Distribution Headquarters, Headquarters Administrative Support Facilities, Regions, Districts, Main Post Offices, and Bulk Mail Centers.</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">RECEIVED BY</p> <p style="text-align: center;">MAR 4 1981</p> <p style="text-align: center; font-weight: bold;">INDUSTRIAL RELATIONS</p>	<p>Special Instructions You may photocopy, but do not paraphrase or rewrite any of this Instruction.</p> <p>Organizations listed under distribution may order additional copies. Use Form 7380, Requisition for Supplies; specify the Filing Number; and submit to the Eastern Area Supply Center.</p>
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B. Sunday Premium

Sunday premium is a premium paid to eligible employees for all work and paid training or travel time performed during a schedule tour that includes any part of a Sunday (ELM 434.3).

1. Q: When a full-time employee works an 8 hour schedule that includes any part of a Sunday, how many hours of Sunday premium would the employee be entitled to receive for such work?

A: The employee will receive 8 hours of Sunday premium (ELM 434.31).

2. Q: When on leave for any part of a scheduled tour that includes Sunday, are eligible employees still entitled to receive Sunday premium?

A: Except for leave granted for court or military duty on a scheduled Sunday tour, or to an employee in a continuation of pay status, employees are not entitled to Sunday premium for leave hours.

C. Holiday Leave Pay

Holiday leave pay is paid to eligible employees for a number of hours equal to their regular daily work schedule, not to exceed 8 hours. This holiday leave pay is instead of other paid leave to which an employee might otherwise be entitled on the holiday (ELM 434.412).

Q: May an employee receive more than 8 hours of holiday leave pay for any given holiday?

A: No. Employees receive holiday leave pay equal to their regular daily work schedule, not to exceed 8 hours (ELM 434.412).

D. Holiday Worked Pay

Holiday worked pay is paid to eligible employees for hours worked on a recognized holiday or for hours worked on the employee's designated holiday, except Christmas (ELM 434.511).

1. Q: Is there a posting requirement that must be met in scheduling employees to work on a holiday

or day designated as their holiday?

A: Yes. The schedule of employees for holiday work shall be posted as of the Wednesday preceding the service week in which the holiday falls (National Agreement, Article XI.6).

2. Q: Does the Postal Service incur any liability if the holiday posting requirement is not met?

A: Yes. A holiday scheduling premium equal to 50% of their base hourly straight time rate is paid to eligible employees for time actually worked on a holiday or day designated as their holiday (except Christmas) when the holiday schedule is not posted as of Wednesday preceding the service week in which the holiday falls (See ELM 434.533 for detailed information, including exceptions).

E. Out-of-Schedule Overtime

Out-of-schedule overtime is a premium paid to eligible full-time employees for time worked outside of and instead of the employee's regularly scheduled workday or workweek when the employee is working on a temporary schedule at the request of management (ELM 434.611).

Q: Does management have a notice requirement to meet when temporarily changing a full-time employee's schedule?

A: Yes. Notice of a temporary schedule change should be given to an employee by Wednesday of the preceding service week (See ELM 434.613 for more detailed information. Also, see 434.623 for exceptions to the obligation to pay out-of-schedule overtime).

IV. GUARANTEED TIME

Guaranteed time is paid time not worked under the guaranteed provisions of the National Agreement for periods when an employee has been released by a supervisor and has clocked out prior

to the end of a guaranteed period. This does not mean that an employee who generates a Form 3971, Request for, or Notification of, Absence (and is excused by management) whether for personal reasons or for illness while in a guaranteed period, will be credited with guaranteed time. In these instances, only hours actually worked would be paid. Form 3971 is solely for the purpose of documentation, and no leave would be input.

A. Q: Does a part-time flexible have any work hour guarantees?

A: Yes. Part-time flexible employees are guaranteed 4 hours work or pay on any day they are requested or scheduled to work in any installation with 200 or more work years of employment per year. At other installations they are guaranteed 2 hours work or pay when requested or scheduled to work. In addition, if a part-time flexible employee is called back to work on a day when he has completed his assignment and clocked out, he is guaranteed 4 hours of work or pay, regardless of the size of the office (National Agreement, Article VIII).

B. Q: What is a call-back, and are there any guarantees associated with it?

A: A call-back occurs when an employee completes a scheduled tour of duty and clocks out, then is notified to clock in and resume working. All bargaining unit employees are guaranteed 4 hours of work or pay, regardless of the installation size, when they are called back to work (National Agreement, Article VIII).

C. Q: What is a split shift?

A: A split shift occurs when, prior to clocking out, a part-time flexible employee is told to return to work within 2 hours. In this case, no new workhour guarantees apply. However, if prior to clocking out, the PTF is told to return to work after 2 hours, then this PTF will be guaranteed a minimum of 2 hours of work or pay.

D. Q: Can a full-time employee have a split shift?

A: No. Split shift does not apply to full-time bargaining unit employees. Once the full-time employee completes an 8 hour day and returns to work, this is considered a call-back, even if the full-time employee was scheduled to return.

E. Q: Must the 2 or 4 hour guarantee be consecutive for part-time flexibles on a day they are scheduled or called in to work?

A: No. Part-time flexible employees may have split shifts; thus dividing or breaking up the guarantee of 2 or 4 hours. However, when the scheduled break in service is more than 2 hours, the guarantee for the highest number of hours will apply (ELM 432.62).

V. MANAGEMENT CONTROLS

Managers must minimize the use of unauthorized time by emphasizing control procedures, and by being cognizant of the Postal policy. The following areas should be noted:

- Proper time disallowance.
- Location and access to timekeeping devices and timecards.
- Employee work schedule posting and adherence requirements.
- Five minute leeway rule.
- Employee tardiness.
- Wash-up time.
- Service talks.

A. Area 1 - Time Disallowance

The supervisor must prepare a written entry using Form 1017, Time Disallowance/Unauthorized Overtime Record, as to the factual basis for his knowledge that the employee was observed not working during the period of time disallowed (ELM 432.72). **NOTE:** Only time in excess of the scheduled tour, which is directly related to the four daily critical clock rings (begin tour; out to lunch; in from lunch; end tour) may be disallowed, providing that this time was observed as unworked time.

Q: Is management required to prepare and maintain a copy of Form 1017 for all employees?

**ASSOCIATE OFFICE PERSONNEL
(Utilization in SCF's)**

JPW.

**UNITED STATES POSTAL SERVICE
CENTRAL REGIONAL OFFICE
Chicago, Illinois 60639**

DATE: June 18, 1973

OUR REF: 221:WPS:weitzer:bp

SUBJECT: Use of Associate Office Personnel in SCFs

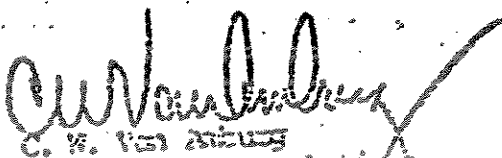
TO: All District Managers
Employee & Labor Relations Representatives
Central Region

In his March 19, 1973 memo to the District Managers, concerning the processing of circular mail at third class offices, Mr. Geis 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. Vest



EMPLOYEE AND LABOR RELATIONS GROUP

Washington, DC 20260

SEP 15 1978

Mr. Kenneth D. Wilson
Administrative Aide, Clerk Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, N. W.
Washington, D. C. 20005

Re: APWU Local
Linesville, PA
AC-E-23928/E3-ALL-2194
APWU 23928

Dear Mr. Wilson:

On August 29, 1978, 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.

Our review discloses that the Linesville Office uses a PTF clerk from the Adamsville Office. This interchange of employees does not violate the National Agreement.

In view of the above, this grievance is denied.

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.

Sincerely,


Harry Lumadue
Labor Relations Department

426.6 Closing a Stamp Credit — Postmaster or Supervisor

- 1> Clear stamp credits issued as described in section 426.3 through the employee who consigned the credit.**
- 2> When a stamp credit is canceled, transfer the file folder with the postmaster's copy of Form 3369 from the active file to an inactive file for 1 year.**
- 3> Cancel stamp credits not used at least once in an AP.**
- 4> Follow count procedures in section 429.1 when closing a credit. Do not apply a tolerance when closing a credit.**

CHAPTER 3 SCHEME ASSIGNMENT

310 REQUIREMENTS AND POLICIES

311 WORKING SCHEMES 30 HOURS PER ACCOUNTING PERIOD

Schemes will be assigned to employees only when there is a demonstrated need for scheme knowledge. When management has a reasonable expectation that employees will work a scheme for at least 30 hours an accounting period, scheme assignments may be made. If more than one scheme or one section of a scheme is routinely worked on one case and the mail is presented in a commingled fashion, the 30-hour rule applies to the aggregate and not to each section or scheme individually. In unusual circumstances, in order to meet operating requirements, the Regional Director, Mail Processing, may authorize scheme assignments where the reasonable expectation is of less than 30 hours distribution per accounting period. (Copies of the approval will be sent to the APMG, Mail Processing.)

312 TWO SCHEMES OR TWO SCHEME SECTIONS

An employee should normally not be assigned more than two schemes or scheme sections. The Regional Director, Mail Processing, may approve, on an exception basis, the assignment of more than two schemes or scheme sections if operational requirements so dictate. (Copies of the approval will be sent to the APMG, Mail Processing.)

313 2000 ITEMS FOR SCHEME DISTRIBUTION

No employee will be assigned more than 2,000 items for scheme distribution. In non-scheme distribution, an additional 99 memory items may be assigned for a maximum total scheme and non-scheme distribution of 2,099 items. No exceptions are permitted to these maximum limitations.

314 JUSTIFYING EXCEPTIONS (30 HOURS, 2 SCHEMES OR SCHEME SECTIONS RESTRICTIONS)

When management can justify a need either to assign more than two schemes (or scheme sections) or to assign a scheme requiring less than 30 hours of

distribution per accounting period, the manager, in writing, will:

- a. Define the problem and explain why the standard guidelines cannot be followed.
- b. Provide quantitative justification (e.g., number of people now assigned the scheme, hours in which to distribute the scheme, costs of not having the scheme, mail volume, and the like).
- c. Submit the request, with necessary supporting data, through appropriate channels to the Regional Director, Mail Processing, for approval.

315 STAFFING FOR UNCODED AND MISCODED MAIL

315.1 Number of Employees Assigned

The number of employees assigned to the state and incoming primary schemes will not exceed the number required to process the mail from the appropriate uncoded and miscoded separations and from sources outside the receiving office. Local management must insure that mail identified as uncoded and miscoded does not contain unacceptable levels of properly ZIP Coded mail.

315.2 Staffing Determination

In determining the proper staffing level to distribute the mail from the uncoded and miscoded separations and from sources outside the receiving office, local managers should consider: the volume to be processed, operation productivities, the processing time available, and leave replacements required.

316 SPECIAL RULE FOR INCOMING PRIMARY MULTI-SECTION SCHEME ASSIGNMENTS

In incoming primary scheme distribution, each assignment to an employee must include the "A" Section, either as the only section assigned or as one of the sections assigned. Exceptions, based upon operational requirements may be authorized by the Regional Director, Mail Processing.

August, 1980



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

ARTICLE	19
SECTION	ELM
SUBJECT	TRAVEL PTF

Mr. Lawrence G. Hutchins
Vice President
National Association of
Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2197

Dear Mr. Hutchins:

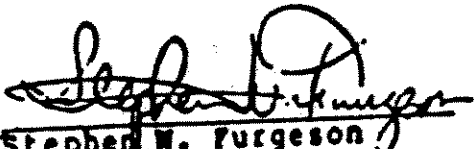
Recently, we met in a prearbitration discussion of case number H4N-3W-C 17913, Fort Lauderdale, Florida.

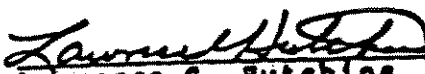
The issue in this grievance is whether travel time is proper when management sends a PTF to another station.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Part-time flexible's should not be required to end their tour and then report to another station to continue working without being compensated, as provided for in Part 438.132 of the Employee and Labor Relations Manual.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle case no. H4N-3W-C 17913 and remove it from the pending national arbitration listing.

Sincerely,


Stephen M. Furgeson
General Manager
Grievance and Arbitration
Division
Labor Relations Department


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

DATE 1/5/89

Enclosure

437.7 Appeal of Disallowed Request

437.71 Appeal Procedure. When a request for waiver has been partially or completely denied, the applicant may submit a written appeal to the Minneapolis PDC within 15 days of receipt of the determination. The appeal letter should clearly indicate that the employee is appealing the disallowance of the waiver request and explain in detail the reasons why the employee believes the claim should be waived.

437.72 Final Decision. The PDC will then forward the appeal, with the entire case file, to the applicable Regional Director of Finance for Regional employees or to the General Manager, National Accounting Division, Department of the Controller for a final decision. The Regional Director of Finance or General Manager, National Accounting Division, will advise the employee concerned and the PDC of their final decision. If necessary, the PDC will adjust its records.

438 Pay During Travel or Training

438.1 Pay During Travel

438.11 Definitions

438.111 Travel Time is time spent by an employee moving from one location to another during which no productive work is performed and excluding the normal meal time if it occurs during the period of travel.

438.112 Local Commuting Area is the suburban area immediately surrounding the employee's official duty station and within a radius of 50 miles.

438.12 Commuting to and from Work.

438.121 Commuting time before or after the regular workday between an employee's home and official duty station, or any other location within the local commuting area, is a normal incident of employment and is not compensable. It is not compensable regardless of whether the employee works at the same location all day or commutes home after the workday from a location different from the one where the workday started.

438.122 Commuting time to and from work also is not compensable when an employee is called back to work after the completion of the regular work day. However, such commuting time is compensable if the employee is called back to work at a location other than his or her regular work site.

438.123 When an employee is employed to work on a permanent basis at more than one location in the same service day, the time spent commuting between the locations is not compensable travel time, provided there is a break in duty status between the work performed in the different locations. A break in duty status occurs when an employee is completely relieved from duty for a period of at least 1 hour that may be used for the employee's own purposes. This 1 hour or greater period must be in addition to the actual time spent in travel and the normal meal period, if the normal meal period occurs during the time interval between the work at the different locations. (See 438.132 for travel time between job locations when there is no break in duty status.)

438.13 Types of Compensable Travel Time.

438.131 General. The determination of whether travel time is compensable or not depends upon (1) the kind of travel involved, (2) when the travel takes place, and (3) the eligibility of the employee (see exhibit 438.13). The three situations that may involve compensable travel time are described below.

438.132 Travel from Job Site to Job Site. The following applies:

a. Rule. Time spent at any time during a service day by an eligible employee in travel from one job site to another without a break in duty status within a local commuting area is compensable. (See 438.123 which makes the travel time noncompensable as commuting time when there is a break in duty status between the work performed in different locations.)

b. Eligibility. This type of travel time is compensable for all employees during their established hours of service on a scheduled workday. At all other times, this type of travel time is compensable only for employees who are entitled to receive overtime pay.

Type of Travel	Scheduled Day		Nonscheduled Day	
	Within Established Hours of Service	Outside Established Hours of Service	Within Established Hours of Service	Outside Established Hours of Service
Job Site to Job Site	All employees	Employees entitled to receive overtime pay	Employees entitled to receive overtime pay	Employees entitled to receive overtime pay
One-Day Assignment Outside Local Commuting Area	All employees	Employees entitled to receive overtime pay	Employees entitled to receive overtime pay	Employees entitled to receive overtime pay
Away from Home Overnight	All employees	None	All nonexempt employees	None

Exhibit 438.13, Eligibility for Travel Time Compensation

No craft employee represented by the APWU may be coerced into furnishing a vehicle or carrying passengers without the employee's consent. The use of a personal vehicle is the decision of the employee and it is not the intent of the parties to discourage such use of personal vehicles when transportation is needed from one postal facility to another or in the completion of the employee's assignment. When an employee begins his/her work day at one postal unit and is provided transportation to another unit to complete his/her tour of duty, that employee will be provided transportation back to the unit where his/her tour began if transportation is needed. If the employee ends tour at the new location the return trip will not be on the clock but transportation will be provided promptly by management upon request.

Date July 21, 1987

(The preceding Memorandum of Understanding, Use of Privately Owned Vehicles, applies to Transitional Employees.)

* * *



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, S.W.
Washington, DC 20020

ARTICLE	19
SECTION	ELM
SUBJECT	TRAVEL

AUG 15 1986

Mr. Jim Lingberg
National Representative-at-Large
Maintenance Craft Division
American Postal Workers Union,
APL-CIO
817 - 14th Street, N.W.
Washington, D.C. 20005-3399

Re: M. Moore
Joliet, IL 60436-9998
H4C-4A-C 10349

Dear Mr. Lingberg:

On July 23, 1986, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is entitlement to pay for travel within a 50-mile radius.

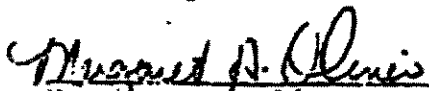
After reviewing this matter, we mutually agreed that the issue of what is a local commuting area is a noninterpretive issue and must be determined in each case based on the particular facts involved, including both whether the travel involved is within a distance of fifty miles and whether it is within the suburban area immediately surrounding the employee's duty station.


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

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,


Margaret H. Oliver
Labor Relations Department


Jim Lingberg
National Representative-at-Large
Maintenance Craft Division
American Postal Workers Union,
APL-CIO

Receive Correct Pay/Expenses for Travel and Lodging

On many occasions clerks are required to report to other post offices on a daily basis to work or to train, says Clerk Division Assistant Director Cliff Guffey. Two examples he gives are: 1) The senior bidder for an associate office window position is instructed to report to another office for training. The employee's home and official duty station are both approximately 45 miles from the training site. The employee is required to be in training at 8:00 am, and must leave home at 6:50. Training is over at 4:30 and the employee arrives home at 5:40; 2) A PTF from associate office A is told to report to associate office B.

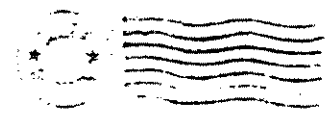
Many clerks do not receive all they are entitled to—which may be "on-the-clock" travel expenses including mileage and per diem, or both pay and expenses. The rules for pay and expenses are different and are located in different handbooks. Part of the confusion arises because the definition for *local commuting* area for pay is different than for the local commuting area that applies for expenses.

Actual Work: Part 444.22 of the ELM is the Postal Service's interpretation of the Fair Labor Standards Act definition of "actual work." In 444.221 definition, actual work is defined as all time which management suffers or permits an employee to work. In 444.222 Exclusions, actual work does not include any paid time off, but *does include* steward's duty time, travel time (438.1) meeting time, training time (438.223) . . .

Travel Time: Part 438 of the ELM concerns pay during travel; 438.111 defines travel time as time spent by an employee moving from one location to another during which no pro-

ductive work is performed and excluding the normal mealtime if it occurs during the period of travel.

Commuting: 438.112 covers the local commuting area—the suburban area immediately surrounding the employee's official duty station and within a radius of 50 miles; 438.12 covers commuting to and from work; and 438.121, commuting time before or after the regular workday between an employee's home and official duty station, or any other location *within the local commuting area*, is a normal incident of employment and is



not compensable. It is not compensable regardless of whether the employee works at the same location all day or commutes home after the workday from a location different from the one where the workday started.

The F-21, Part 260 and the F-22 reiterate the ELM language.

Clearly, travel time is compensable from home to a work facility other than the employee's official duty station, with the exception listed in the ELM 438.121 and reiterated in the F-21. That exception is if the temporary duty assignment is in the local commuting area. The local commuting area for pay purposes is defined in the ELM, Part 438.112 and the F-21.

Local Commuting Area: This is the *suburban area immediately surrounding* the employee's official duty station and within a radius of 50

miles. While a training facility (usually at a large office GMF) may be within 50 miles of an employee's official duty station, the larger city may not be a suburban area *immediately surrounding* the employee's official duty station. Likewise the office to which a PTF is "loaned" is usually not a suburban area immediately surrounding the employee's official duty station.

Guffey notes that the following cases should be reviewed closely:

- **Step 4 decision, H4C-4A-C-10349:** It was mutually agreed that the issue of what is a local commuting area is a noninterpretive issue and must be determined in each case based on the particular facts involved, including both whether the travel involved is within a distance of 50 miles and whether it is within the suburban area immediately surrounding the employee's duty station.

- **Case S8C-3W-C-35032:** Arbitrator J. Earl Williams held that while Cocoa, FL was within 50 miles of Orlando, Orlando was not a suburban area of Cocoa.

- **Case C1C-4J-C-33282:** Arbitrator Robert W. McAllister held that while Kenosha, WI was within 50 miles of Milwaukee, Milwaukee was not a suburban area of Kenosha.

- **Case S1N-3P-C-6019:** Arbitrator Raymond Britton held the same for Bennettsville and Mullins, SC.

- **Case S4C-3S-C-48561:** Arbitrator Elvis C. Stephens said that travel from Ft. Lauderdale to the Miami GMF is outside the local commuting area.

- **Case N7T-1N-C-16206:** Arbitrator Barbara Zausner Tener held that New Brunswick is not a

suburb of Trenton nor is it within the suburban area immediately surrounding the Trenton facility which is the grievant's official duty station.

- **Case E7C-2J-C-3966:** Arbitrator Linda DiLeone Kline held that although Lexington and Stamford are within the 50-mile radius of Berea, they cannot be considered to be in the suburban area immediately surrounding Berea.

- **Case S7C-3W-C-24236:** Arbitrator Edmund W. Schedler, Jr., found that St. Petersburg, FL, while only 14 miles from Largo, FL, was not a suburb of Largo.

- **Case E7C-2F-C-23308:** Arbitrator Parkinson held that Altoona, PA was not a suburb of State College, PA.

Employees' Rights to Per Diem And Mileage

The F-10 is the proper guidance for travel expenses and allowances. In 211.1 Per Diem, it states that an employee will be paid a per diem allowance for official travel. Per diem includes all charges for meals, fees and tips to waiters, bellboys and porters, laundry and cleaning expenses, etc. Appendix B. D. If lodging is not required, states that when lodging is not required and the traveler is in a travel status for more than 10 consecutive hours and less than 24 hours, per diem is allowed at a rate of \$6.25 per 6-hour segment or fraction of it—based on the elapsed time.

For example: A traveler departs from the official duty station at 6:30 am, and returns at 6:10 pm; the total time elapsed is 11 hours and 40 minutes. The traveler will be entitled to two periods of per diem—for the one full 6-

Continued on page 18

Clerk Division *Continued from page 15*

hour period and a fraction of a second 6-hour period (5 hours, 40 minutes)—at the rate of \$6.25 per period.

Guffey notes that on all days that employees are detailed to another office (for training or otherwise), the combination of on-clock time at the other facility, plus lunch time and time driving to detailed facility and home again, whether or not the employees are compensated for that time, equal more than 10 hours, the employees

are entitled to per diem.

Local travel is defined for *mileage expense purpose* in the F-10, Part 511. Mileage, like per diem, may be paid regardless of whether or not the time is compensable. This is governed by the F-10, 523. Also addressed in 523 is additional out-of-pocket expenses (commuting expense).

An approving official (see Appendix A) can approve additional commuting expenses an employee incurs as a

result of official travel. A cost comparison must be included with a claim for reimbursement. If the cost(s) incurred do not exceed the employee's normal daily commuting expense, no reimbursement will be made. Example: You normally commute by mass transit (bus, subway, etc.) but are authorized to use a personal automobile to reach your destination. You can be reimbursed for the miles traveled based on the standard mileage rates for an automobile (see Appendix B), less your normal daily commuting expenses.

To sum up, Guffey says: "It's your money—know what you are entitled to."

Correction: In last month's Clerk Division article, the last two words of the third paragraph, "machine assignments," were the subtitle for the following section. The last paragraph in "Machine Assignments" and the last two paragraphs in "Manual/Scheme/Window Assignments" should have been reversed.

252 Steward's Duty Time

252.1 Definition. Steward's Duty Time is the time spent by certified union steward's during their scheduled tour for investigating, presenting, and adjusting grievances as authorized by the applicable collective bargaining agreement.

252.2 Eligibility. See Exhibit 2-16.

252.3 Authorizations and Supporting Forms

252.31 When it is necessary for a steward to investigate and adjust grievances, he must request permission from his immediate supervisor. Upon granting approval, the supervisor must complete Form 7020, *Authorized Absence From The Workroom Floor* (Exhibit 1-15). The supervisor must record the time on Form 7020 that the steward begins investigating or adjusting a grievance. See Exhibit 2-30 for a properly completed Form 7020..

252.32 Stewards must clock-in on Steward's Duty Time on an Employee Badge Reader by using a MOVE clock ring type to a steward's duty operation number.

Craft	Opn Number
Clerks (MP)	607
Clerks (CS)	608
Clerks (Fin)	610
Clerks (E & LR)	611
Mail Handlers	612
Carriers	613
Spec Del Msgers	614
VMF Employees	615
Maintenance Emp	616
MVS Drivers	617

252.33 Upon completion of the Steward's Duty Time, the steward must report to his supervisor and input a MOVE transaction to the operation number of his work assignment. The supervisor records this time on the Form 7020 and forwards it to the DCS.

252.34 If an EBR is unavailable to the steward, the supervisor or a timekeeper must input the two move transactions for the steward.

252.4 EBR Display Settings. MOVE rings to Steward's Duty Time are made on the Employee Badge Reader (EBR). MOVE rings can be inserted with a TR 5, Clock Ring Adjustment. TR 5s are described in Chapter 7.

252.5 Verification of Input. None.

260 Travel Time (refer to the ELM, part 438)

261 Definition

261.1 Travel Time is authorized and compensable time spent by an eligible employee moving between one work facility and another, or between home and a work facility other than the employee's official duty station.

261.2 Travel Time may occur on a scheduled or nonscheduled day during or outside of regular scheduled work hours, depending on the type of travel involved and on the eligibility of the employee.

Functional Area	Travel Time Opn Within Established Hours of Service
Operations Support	900
Mail Processing	620
Delivery Services	622
Vehicle Services	901
Plant & Equipment Maint.	624
Customer Services	621
Controller	623
Human Resources	902
Marketing & Communications	903
Administration	904

Functional Area	Travel Time Opn Outside Established Hours of Service
Operations Support	905
Mail Processing	625
Delivery Services	627
Vehicle Services	906
Plant & Equipment Maint.	629
Customer Services	626
Controller	628
Human Resources	907
Marketing & Communications	908
Administration	909

261.3 "Travel time" performed by eligible employees are considered work hours.

261.4 Local travel is defined as travel within a local commuting area.

261.5 There are three types of compensable Travel Time:

a. *Travel within a city or between facilities from job site to job site on a service day.* Time spent by an eligible employee in travel on Postal Service business within a local commuting area or between facilities from job site to job site within a local commuting area where the employee is performing

official duties during a service day is compensable Travel Time when there is no break in duty status. However, when an employee is employed to work on a permanent basis at more than one location in the same service day, the time spent commuting between the locations is not compensable Travel Time, provided there is a break in duty status between the work performed in the different locations. A break in duty status occurs when an employee is completely relieved from duty for a period of at least one hour that may be used for the employee's own purposes. This one hour or greater period must be in addition to the actual time spent in travel and the normal meal period, if the normal meal period occurs during the time interval between the work at the different locations. If an employee is instructed to report directly from home to a job site other than the official duty station or is authorized to go home directly from a job site instead of returning to the official duty station, such travel is ordinary home to work commuting and is not compensable work hours.

b. Travel to another city and back within one service day. Except as provided below, time spent by an eligible employee who travels away from the local commuting area and returns within one service day is considered hours worked. Time spent commuting to and from an airport, bus terminal, or railroad station, however, and the usual meal time, if it occurs during the period of travel, must be deducted from compensable work hours.

c. Travel away from home overnight that occurs during an employee's established work schedule on the employee's scheduled day off, or scheduled workday. Time spent traveling to a postal facility or other work site where the employee will remain overnight, and time spent returning to one's official station is compensable insofar as it coincides with the employee's normal work schedule at her home installation. This time is compensable if it occurs during the employee's nonscheduled workday. For instance, if an employee with a regular schedule of 8:00 a.m. to 4:30 p.m. Monday through Friday travels from 2:00 p.m. to 5:00 p.m. on Saturday or Sunday, the employee is credited with 2.50 hours worked. If the same employee travels from 5:00 p.m. to 8:00 p.m. on Saturday or Sunday, the employee would not be credited with any hours worked for that time because the travel took place outside the employees regular scheduled hours.

261.6 Time spent actually driving an automobile while traveling away from home because no public transportation is available is "Travel Time" whether that time occurs within or outside of the employee's normal working hours.

261.7 If an eligible employee traveling away from home overnight is offered public transportation but uses a personally-owned conveyance for personal convenience, only the lesser of the time spent actually driving, or those creditable hours that would have been spent in travel by public transportation will be counted as hours worked.

261.8 Employees who commute from home before their regular workday and return to their homes at the end of the regular work schedule are engaged in ordinary home to work travel, which is a normal incident of employment. As such, it is not a compensable work time whether the work is performed at a fixed location or at different job sites within the local community. Commuting to and from work is also not compensable when an employee is called back to work after the completion of the regular workday, but such commuting time is compensable if the employee is called back to work at a location other than his regular work site. Employees who are regularly scheduled to work at more than one work location without a break in duty status, except for normal lunch periods, are compensated for Travel Time between the work locations.

261.9 Regular scheduled meal periods are excluded from any Travel Time, even when traveling on a day that is not a regular workday.

262 Eligibility

262.1 Eligibility for Travel Time is shown in Exhibit 2-17.

262.2 All employees are eligible for "Travel Time" during the hours of their regular work schedule. Travel time is also included in hours worked in excess of 8 hours in a day or 40 hours in a week for the calculation of overtime.

262.3 Out-Of-Schedule overtime, Holiday Rescheduling Premium, Nonbargaining Rescheduling Premium, or guaranteed time is not payable to employees in a travel status.

262.4 Night differential is paid to eligible employees during those hours of travel between 6:00 p.m. and 6:00 a.m. on either a scheduled or non-scheduled day.

262.5 Any work by an employee performed for the Postal Service that is required or suffered or permitted to be performed while traveling, in addition to actually driving as described in section 261.5 above, is considered hours worked.

437.7 Appeal of Disallowed Request**437.71 Appeal Procedure**

When a request for waiver has been partially or completely denied, the applicant may submit a written appeal to the Eagan Accounting Service Center within 15 days of receipt of the determination. The appeal letter should clearly indicate that the employee is appealing the disallowance of the waiver request and explain in detail the reasons why the employee believes the claim should be waived.

437.72 Final Decision

The Eagan Accounting Service Center then forwards the appeal, with the entire case file, to the applicable area Finance manager for area employees or to the manager of National Accounting at Headquarters for Headquarters and area office employees for a final decision. The area Finance manager or manager of National Accounting advises the employee concerned and the Eagan Accounting Service Center of his or her final decision. If necessary, the Eagan Accounting Service Center adjusts its records.

438 Pay During Travel or Training**438.1 Pay During Travel****438.11 Definitions**

Definitions relevant to pay during travel or training include the following:

- a. *Travel time* — time spent by an employee moving from one location to another during which no productive work is performed and excluding the normal mealtime if it occurs during the period of travel.
- b. *Local commuting area* — the suburban area immediately surrounding the employee's official duty station and within a radius of 50 miles.

438.12 Commuting To and From Work**438.121 Regular Commuting**

Commuting time before or after the regular workday between an employee's home and official duty station or any other location within the local commuting area is a normal incident of employment and is not compensable. It is not compensable regardless of whether the employee works at the same location all day or commutes home after the workday from a location different from the one where the workday started.

438.122 Commuting to a Different Worksite

Commuting time to and from work is not compensable when an employee is called back to work after the completion of the regular workday. However, such commuting time is compensable if the employee is called back to work at a location other than his or her regular work site.

438.123 Commuting With a Break in Duty Status

When an employee is employed to work on a permanent basis at more than one location in the same service day, the time spent commuting between the

locations is not compensable travel time, provided there is a break in duty status between the work performed in the different locations. A break in duty status occurs when an employee is completely relieved from duty for a period of at least 1 hour that may be used for the employee's own purposes. This 1-hour or greater period must be in addition to the actual time spent in travel and the normal meal period, if the normal meal period occurs during the time interval between the work at the different locations. (See 438.132 for travel time between job locations when there is no break in duty status.)

438.13 Types of Compensable Travel Time

438.131 General

The determination of whether travel time is compensable or not depends upon (a) the kind of travel involved, (b) when the travel takes place, and (c) the eligibility of the employee (see Exhibit 438.13). The three situations that may involve compensable travel time are described below.

438.132 Travel From Job Site to Job Site

The following applies to travel from job site to job site:

- a. **Rule.** Time spent at any time during a service day by an eligible employee in travel from one job site to another without a break in duty status within a local commuting area is compensable. (See 438.123, which makes the travel time noncompensable as commuting time when there is a break in duty status between the work performed in different locations.)
- b. **Eligibility.** This type of travel time is compensable for all employees during their established hours of service on a scheduled workday. At all other times, this type of travel time is compensable only for FLSA-nonexempt employees who are entitled to receive overtime pay.

Exhibit 438.13
Eligibility for Travel Time Compensation

Type of Travel	Scheduled Day		Nonscheduled Day	
	Within Established Hours of Service	Outside Established Hours of Service	Within Established Hours of Service	Outside Established Hours of Service
Job Site to Job Site	All employees	Employees entitled to receive overtime pay	Employees entitled to receive overtime pay	Employees entitled to receive overtime pay
One-Day Assignment Outside Local Commuting Area	All employees	Employees entitled to receive overtime pay	Employees entitled to receive overtime pay	Employees entitled to receive overtime pay
Away from Home Overnight	All employees	None	All nonexempt employees	None

438.133 One-Day Assignment Outside the Local Commuting Area

The following applies to 1-day assignments outside the local commuting area:

- a. **Rule.** Except as stated in the next sentence, time spent at any time during a single service day by an eligible employee who is traveling on Postal Service business to one or more locations outside of the local commuting area and back to the home community is compensable. Time spent commuting in either direction between home and an airport, bus terminal, or railroad station within the local commuting area, if it occurs outside of established hours of service on a scheduled workday, and the usual mealtime, must be deducted from compensable travel time.
- b. **Eligibility.** This type of travel time is compensable for all employees during their established hours of service on a scheduled workday. At all other times, this type of travel time is compensable only for bargaining unit and nonexempt nonbargaining unit employees.

438.134 Travel Away From Home Overnight

The following applies to travel away from home overnight:

- a. **Rule.** Travel time spent by an eligible employee traveling on Postal Service business to and from a postal facility or other work or training site which is outside the local commuting area and at which the employee remains overnight is compensable if it coincides with the normal workhours for a bargaining unit employee's regular bid job, regardless of his or her schedule while away from the home installation, or for a nonbargaining employee's schedule in effect while traveling, whether on a scheduled or a nonscheduled day, subject to 438.141 and 438.142. For instance, an eligible employee with normal workhours of 7:00 p.m. to 3:30 a.m. Saturday through Wednesday is scheduled for training at another location from 8:00 a.m. to 4:30 p.m., Monday through Friday. If the employee travels from 6:00 p.m. to 8:00 p.m. on any day of the week, 1.0 travel hour is compensable. If the same employee travels from 5:00 p.m. to 7:00 p.m. on any day of the week, no travel hour is compensable. Compensable travel time includes the time spent in going to and from an airport, bus terminal, or railroad station.
- b. **Eligibility.** This type of travel time is compensable for all employees on their scheduled workdays. On nonscheduled days, this type of travel time is compensable only for nonexempt employees.
- c. **Intermediate Travel Home.** Employees who are on an extended assignment away from home may be given the opportunity during the assignment to return home for personal convenience. Although the cost of the round trip is a reimbursable travel expense, the travel time involved is not compensable when it falls outside of the scheduled service week given to the employee during the temporary assignment.
- d. **Scheduling of Travel.** Travel away from home overnight is to be scheduled by management on a reasonable basis without a purpose

either to avoid compensation for the travel time or to make the travel time compensable.

438.14 Special Travel Provisions

438.141 Use of Private Automobile for Personal Convenience

If an eligible employee who is traveling under the provisions of 438.132, 438.133, or 438.134 is offered public transportation but uses a personally owned conveyance for personal convenience, only the lesser of the time spent actually driving or those creditable hours that would have been spent in travel by public transportation are compensated.

438.142 Required Use of an Automobile

All time spent actually driving an automobile while traveling away from home overnight because no public transportation is available is compensable travel time for an eligible employee whether the time occurs within or outside of the employee's established hours of service.

438.143 Work Performed While Traveling

Any time spent by an eligible employee in actual work that is required or suffered or permitted to be performed while traveling is compensable.

438.15 Compensation Provisions

Provisions concerning compensation are as follows:

- a. Compensable travel time is counted as worktime for pay purposes and is included in hours worked in excess of 8 hours in a day, 40 hours in a week, or on a nonscheduled day for a full-time employee, for the determination of overtime for eligible employees (see 433 and 434.1).
- b. Out-of-schedule premium, nonbargaining rescheduling premium, and guaranteed time are not payable to employees while traveling away from home overnight.
- c. Night differential is paid to eligible employees during those hours of compensable travel between 6:00 p.m. and 6:00 a.m. on either a scheduled or nonscheduled day.
- d. Sunday premium is paid to eligible employees for paid travel time during a scheduled tour that includes any part of a Sunday.

438.16 Effect on Other Travel Reimbursement

The rules stated in 438.1 do not affect the entitlement of employees to other types of reimbursement under applicable regulations, such as reimbursement of certain travel expenses and per diem.

444.22 Actual Work

444.221 Definition

Actual work is defined as all time which management suffers or permits an employee to work.

444.222 Exclusions

Actual work does not include any paid time off, but does include steward's duty time, time off authorized for a city letter carrier under the 7:01 rule (see 432.53), and travel, meeting, and training time (see 438).

444.223 Unauthorized Time

The reason for an employee continuing to work, with specific approval or disapproval, is immaterial. It is the duty of supervisors to exercise control over the working hours of their subordinates by making sure that employees complete their duties and clock out promptly at the completion of their tour if additional work is not desired or authorized. See 432.7 for disallowed time.

7 Determining Daily Expenses

When traveling for the Postal Service, you are reimbursed for your daily expenses — the money you spend for meals, laundry, and other miscellaneous expenses while you are away from home.

This chapter explains when you're allowed to claim your actual expenses and when you're allowed to claim per diem. It also explains how per diem works and the fine points of the policy for calculating it.

! Important: Be aware that the reason for your travel might influence how you determine your daily expenses. See Chapter 9, Handling Expenses for Special Travel Situations, for information on what's allowed if you're traveling as a witness, juror, nonemployee of the Postal Service, or in other capacities.

7-1 When to Claim Per Diem Versus Actual Expenses

Whether you're allowed to claim per diem or your actual expenses depends on your destination and the duration of your trip.

7-1.1 According to Your Destination

7-1.1.1 Local Travel

7-1.1.1.1 What Constitutes Local Travel

Local travel is defined as travel to a location within a 50-mile radius of your permanent duty station in which overnight lodging is not needed.

If your destination is within a 50-mile radius of your permanent duty station and if you are required to stay overnight, your trip is considered regular travel, not local travel. See 7-1.1.2 for information on what's allowed for regular travel.

7-1.1.1.2 What's Allowed

For local travel, the Postal Service reimburses you for your actual expenses — all reasonable subsistence expenses that you incur as a result of your official travel. You are not eligible to claim per diem.

Specifically, you are entitled to the following:

- a. Meals that you are required to attend as part of an official business session. You may be reimbursed for out-of-pocket expenses. You are not reimbursed for meals that are part of a normal workday, such as a typical lunch break.

! Important: To claim meals that you are required to attend as part of an official business session, you must state on your expense report that attendance was required.

- b. Telephone charges necessary for conducting official business.
- c. Miscellaneous expenses such as renting viewgraphs or movie screens for training sessions or meetings.

! Important: To claim miscellaneous expenses, you must attach a receipt for any expenditure of more than \$50 which you did not download into your report from the prepopulated company card data in the eTravel system. You must explain the expense in your expense report.

- d. **Mileage.** When it is advantageous to the Postal Service, you may be authorized to depart directly from and return directly to your home. The Postal Service may reimburse you for any mileage that exceeds the distance between your home and your *permanent* duty station. If the mileage is less than that between your home and your permanent duty station, you may not claim a mileage reimbursement. You may claim out-of-pocket expenses such as tolls, parking, etc. Use the formula below to calculate the amount for which you may be reimbursed.

$$\begin{array}{r} \text{_____ Mileage from home to temporary duty station} \\ - \text{_____ Mileage from home to permanent duty station} \\ \text{_____ Allowable mileage} \\ \times \text{_____ Standard mileage rate from Appendix A} \\ \text{_____ Amount you may claim for reimbursement} \end{array}$$

! Important: Your daily commute between your residence and your permanent duty station is *not* considered local travel. Getting to work is your responsibility; therefore, you may not claim that mileage.

7-1.1.1.3 Reimbursement for Local Travel

a. For Employees Using the eTravel System

An employee who uses the eTravel system to claim regular travel reimbursements must also use the eTravel system to claim local travel reimbursements of \$15 or more. The eTravel system will reimburse the employee through direct payment to the employee's bank account via electronic funds transfer. A check will be issued to bargaining unit employees not using EFT.

If a claim for local travel reimbursement is less than \$15, the employee should accumulate claims until the cumulative total reaches \$15 or more before submitting an eTravel report. However, the employee should accumulate claims for just one accounting period (AP) before submitting an eTravel report, even if at the end of the AP the cumulative total is less than \$15.

b. For Employees Not Using the eTravel System

513.2 Accrual and Crediting**513.21 Accrual Chart**

Time accrued is as follows:

Employee Category	Time Accrued
a. Full-time employees.	4 hours for each full biweekly pay period — i.e., 13 days (104 hours) per 26-period leave year.
b. Part-time employees.	1 hour for each unit of 20 hours in pay status up to 104 hours (13 days) per 26-period leave year.

513.22 Crediting**513.221 General**

Sick leave is credited at the end of each biweekly pay period in which it is earned. Sick leave (earned and unused) accumulates without limitation.

513.222 Part-Time Employees

Part-time employees are not credited with sick leave in excess of 13 days (104 hours) per 26-period leave year.

513.42 Part-Time Employees**513.421 General**

General provisions are as follows:

- 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 one day.
 - (2) 40 hours in any one 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 is 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 that is not chargeable to paid leave of any kind. (Sick leave is not intended to be used to supplement earnings of employees.)



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

May 27, 1977

ARTICLE	19
SECTION	ELM
SUBJECT	PTE SICK LEAVE

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

Re: F. Salinas
Alice, TX
NC-S-5591/N5-SA-10695

Dear Mr. Riley:

On April 21, 1977, 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.

This settlement is without precedent and without prejudice to the position of either party, it may not be cited by either party in any future grievance, hearing, arbitration or for any other purpose.

A part-time flexible employee is not guaranteed a set number of hours sick leave any time requested nor may sick leave be used merely to obtain or round out a (40) hour week. However, we agreed that generally a part-time flexible should be granted sick leave commensurate with the number of hours that the employee was realistically scheduled to work or would have reasonably been expected to work on a given day.

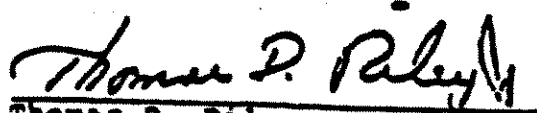
The grievant's record will be changed to reflect that he was granted six hours sick leave on December 1 and December 2, 1976. This represent approval of an additional (3) hours sick leave for each day for a total of (6) additional hours sick leave.

Please sign the attached copy of this letter as your acknowledgement of the agreed to settlement.

Sincerely,



Robert B. Hubbell
Labor Relations Department



Thomas D. Riley
Assistant Secretary Treasurer
National Association of Letter
Carriers, AFL-CIO



SEP 25 1980

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

SEP 25 1980

ARTICLE	
SECTION	
SUBJECT	PTA
	DAY OFF VERSUS
	APPROVE LEAVE

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
AS-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 flexible makes a valid 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
State
American Postal Workers Union,
APL-CIO



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

AUG 21 1981

Mr. Kenneth D. Wilson
Administrative Aide, Clerk Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: *AGW 2307*
J. Jackson
Puyallup, WA 98371
H8C-5D-C-19088

Dear Mr. Wilson:

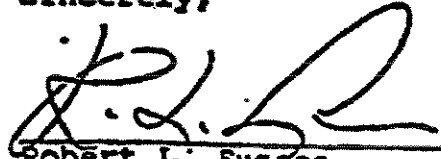
On August 14, 1981, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.


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

We mutually agreed that based upon the circumstances of this case the grievant shall receive six (6) hours approved sick leave for May 9, 1981. If the granting of this leave causes the total paid hours for the week to exceed forty (40) hours, overtime shall be paid for the excess.

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

Sincerely,


Robert L. Eugene
Labor Relations Department


Kenneth D. Wilson
Administrative Aide, Clerk Craft
American Postal Workers Union,
AFL-CIO



AUG 24 1987

THOMAS K. FREEMAN

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

ARTICLE	19
SECTION	
SUBJECT	PTE
	Hydr
	Leak

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 followings:

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.

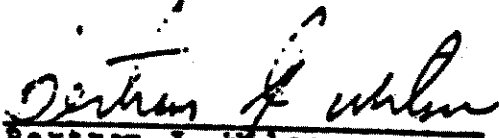
Mr. Thomas Freeman, Jr.

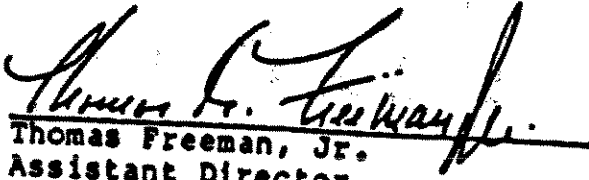
2

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

512.312

Employee Benefits
Leave

Exhibit 512.312

Accrual and Crediting Chart for Part-Time Career Employees

Leave Category	Years of Creditable Service	Maximum Leave per Year	Rate of Accrual	Hours in Pay Status	Hours of Leave Earned per Period
4	Less than 3 years.	104 hours, or 13 days per 26-period leave year or 4 hours for each biweekly pay period.	1 hour for each unit of 20 hours pay in status.	20 40 60 80	1 2 3 4 (max.)
6	3 years but less than 15 years.	160 hours, or 20 days per 26-period leave year or 6 hours for each full biweekly pay period. ¹	1 hour for each unit of 13 hours in pay status.	13 26 39 52 65 78	1 2 3 4 5 6 (max.) ¹
8	15 years or more.	208 hours, or 26 days per 26-period leave year or 8 hours for each full biweekly pay period.	1 hour for each unit of 10 hours in pay status.	10 20 30 40 50 60 70 80	1 2 3 4 5 6 7 8 (max.)

¹ Except that the accrual for the last pay period of the calendar year may be 10 hours, provided the employee has the 130 creditable hours or more in a pay status in the leave year for leave purposes.

Recording Hours for Annual and Sick Leave

- Units of hours in a pay status are converted into annual leave credits at the rate of 1 hour for each unit of 20, 13, or 10 hours in a pay status — up to a maximum of 4, 6, or 8 hours per biweekly pay period, depending on the employee's leave category.
- Hours in a pay status in excess of these whole units are accumulated and carried forward as excess workhours. These excess (uncredited) workhours are added to hours in a pay status in the next period.
- Whole units of creditable hours (20, 13, or 10) are then converted into leave hours at the unit rate — provided no more leave is credited to a part-time employee than could be earned in the same leave year by a full-time employee.
- The maximum credit allowable for a particular leave category is calculated by multiplying the period number by the number of leave hours allowable per period.

512.6 Vacation Planning and Special Programs**512.61 Bargaining Unit Employees Vacation Planning**

For these employees, leave is subject to specific vacation planning provisions of applicable collective bargaining agreements. Note also:

- For all regular employees, both full-time and part-time, vacation leave is granted when requested to the extent practicable.
- For part-time flexible employees, vacation planning is limited to accumulated and accrued leave.

512.311

- d. **Change From Part-Time to Full-Time.** An employee who changes from a part-time to a full-time employee after the start of a leave year is credited with the annual leave to be earned for the remainder of the leave year.

512.52 Part-Time Employees

512.521 Minimum Unit Charge

Minimum unit charges for part-time employees are as follows:

Employee Category	Minimum Unit Charge
All part-time nonexempt employees.	One-hundredth of an hour (0.01 hour).
Part-time exempt employees.	(See 519.7.)

512.522 Part-Time Regular

A part-time regular employee who is granted annual leave and performs service on the same day is not allowed to take more leave hours than would total 8 hours when combined with workhours.

512.523 Part-Time Flexible

The following provisions concern part-time flexible employees:

- 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. The combination of leave and workhours charged to these employees cannot exceed 8 hours on any one day. The installation head may also consider a request for annual leave on any day a part-time flexible employee is not scheduled to work. The 40 hours paid service in a service week specified in 512.523a may not be exceeded.

ELM 16.1, February 8, 2001



UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20260

September 16, 1983

DATE	10
SECRET	
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.


2

Time limits were extended by mutual consent.

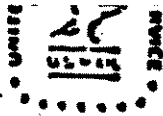
Sincerely,



A. J. Johnson
Labor Relations Department



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



OCT 3 1984

OWEN J. BARNETT

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

Mr. Owen Barnett
Assistant Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
817-14th Street, N.W.
Washington, D. C. 20005

OCT 5 1984

ARTICLE	10
SECTION	
SUBJECT	PTF LEAVE

Re: P. Beverly
Waycross, GA 31501
HIC-3D-C 34008

Dear Mr. Barnett:

On September 21, 1984, 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 improperly disapproved annual leave for a PTF employee.

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.

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.

Sincerely,

Margaret H. Oliver
Labor Relations Department

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



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260-0001

ARTICLE	10
SECTION	
DATE	
PTF	
LEAVE	

MAR 5 1985

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

Re: D. Ortega
Phoenix, AZ 85026
H1C-5K-C 24208

Dear Mr. Freeman:

On January 15, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question in this grievance is whether the grievant's annual leave was improperly cancelled.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented as to the meaning and intent of Article 10 of the National Agreement. As stated in two previously issued Step 4 settlements (H1C-3Q-C 21492 dated September 16, 1983, and H1C-3D-C 34008 dated October 5, 1984), we agreed that 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.

Accordingly, as agreed, this case is remanded to the parties at Step 3 for application of the above settlement to the fact circumstances of this case and appropriate resolution.

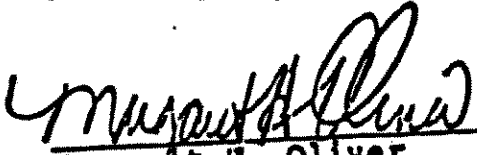
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

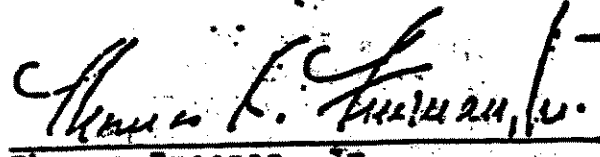
Mr. Thomas Freeman, Jr.

2

Time limits were extended by mutual consent.

Sincerely,


Margaret H. Oliver
Labor Relations Department


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



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

THH

JUL 17 1985

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

ARTICLE	10
SECTION	PTF
SUBJECT	LEAVE

Re: H. Davis
Lansing, MI 48924
H4C-4B-C 1880

Dear Mr. Freeman:

On June 25, 1985 and again on July 3, 1985, we met to discuss the above-captioned grievance at the fourth step of the contractual grievance procedure.

The issue in this grievance is whether the grievant was properly compensated for work and leave hours for the week February 2, 1985 to February 8, 1985.

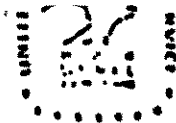
During our discussion, we mutually agreed that when a PTF employee has been previously granted annual leave, such leave will not be unilaterally changed to a nonscheduled day, solely to make the PTF available for an additional day of work at the straight time rate. Based upon the above consideration, the grievant will be compensated at the overtime rate for hours worked on February 8, 1985. In addition, payment for 8 hours of annual leave for February 4, 1985 should be made.

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

Sincerely,

Muriel Aikens
Muriel Aikens
Labor Relations Department

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

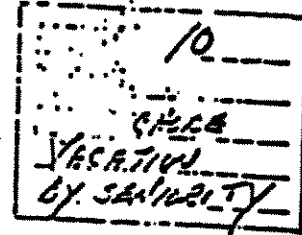


DEC 5 1985

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

SEP 30 1985

Mr. Francis J. Conners
Vice President
National Association of
Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197



Dear Mr. Conners:

Recently you and Dave Noble met with George McDougald and myself in prearbitration discussion of H1N-2B-C 2563, Haddonfield, New Jersey. The question in this grievance is whether part-time flexibles with greater craft seniority than full-time employees receive preference when scheduling vacation.

It was mutually agreed to full settlement of this case as follows:

Leave which is applied for consistent with the National Agreement and Local Memorandum of Understanding is awarded by seniority without regard to full-time or part-time status.

Please sign and return the enclosed copy of this letter acknowledging your agreement to settle this case, withdrawing H1N-2B-C 2563 from the pending national arbitration listing.

Sincerely,

William E. Henry, Jr.
William E. Henry, Jr.
Director
Office of Grievance and
Arbitration
Labor Relations Department

Francis J. Conners 10/7/85
Francis J. Conners (Date)
Vice President
National Association of
Letter Carriers, AFL-CIO

Enclosure

519.213

Employee Benefits
Leave**519.213 Determining the Cause of Absence**

Postmasters and other appropriate postal officials determine whether absences from duty allegedly due to "acts of God" were, in fact, due to such cause or whether the employee or employees in question could, with reasonable diligence, have reported for duty.

519.214 Early Dismissal Due to Acts of God

When employees are dismissed from duty before the normal completion of their duty due to an act of God, the following applies:

- a. Full-time employees are entitled to credit for hours worked plus enough administrative leave to complete their tour of duty. This combination of work and leave is not to exceed 8 hours in any one day.
- b. Part-time regular employees are entitled to credit for hours worked plus enough administrative leave to complete their scheduled hours of duty. This combination of work and leave is not to exceed 8 hours in any one day.
- c. Part-time flexible employees are entitled to credit for hours worked plus enough administrative leave to complete their scheduled tour. The combination of straight time worked and administrative leave may not exceed 8 hours in a service day. If there is a question as to the scheduled workhours, the part-time flexible employee is entitled to the greater of the following:
 - (1) The number of hours the part-time flexible worked on the same service day in the previous service week.
 - (2) The number of hours the part-time flexible was scheduled to work.
 - (3) The guaranteed hours as provided in the applicable national agreement.

519.215 Employees Prevented From Reporting

Employees scheduled to report who are prevented from reporting or, who after reporting, are prevented from working by an act of God may be excused as follows:

- a. Full-time and part-time regular employees receive administrative leave to cover their scheduled tour of duty not to exceed 8 hours.
- b. Part-time flexible employees receive administrative leave, subject to the 8-hour limitation, for their scheduled workhours, as provided in 519.214c.

519.216 Employees on Annual Leave

Employees on annual leave, sick leave, or LWOP remain in such status. They are not entitled to administrative leave.

519.217 Substitute Rural Carriers and Rural Carrier Associates

Substitute rural carriers and RCAs in a leave-earning status are treated the same as rural carriers:

- a. If they are scheduled for duty and are unable to report to the postal installation, administrative leave is granted for the full day that the



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

T:

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

JUL 17 1985

ARTICLE	10
SECTION	
SUBJECT	ACT OF GOD
	PTF's

Re: Class Action
Meridian, MS 39301
H4C-30-e 3804

Dear Mr. Freeman:

On June 25, 1985 and again on July 3, 1985, we discussed the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the change in schedule for PTF's, in this instance, resulted from an Act of God situation:

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. This is a local dispute suitable for regional determination based upon the specific fact circumstances. Should a determination be made that this was an Act of God situation, the Memorandum of Understanding on page 183 of the 1984 National Agreement is applicable.

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

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

Sincerely,

Muriel Aikens
Muriel Aikens
Labor Relations Department

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
JOINT BARGAINING COMMITTEE
(American Postal Workers Union, AFL-CIO,
National Association of Letter Carriers, AFL-CIO)**

The parties agree that, as soon as practicable after signing of the 1984 National Agreement, the applicable handbooks and manuals will be modified to provide revised regulations for part-time flexible employees (PTFs) in regard to administrative leave in Act of God situations. Upon the effective date of this agreement, the new criteria for determining the amount of administrative leave (Act of God) for PTFs will be:

1. Administrative leave will only be granted up to 8 hours per day. Combinations of straight time work and administrative leave will not exceed 8 hours in a service day;
2. Administrative leave, when granted, will be for the number of hours the PTF was scheduled to work;
3. If there is a question as to the scheduled work hours, the PTF is entitled to the number of hours (whichever is greater):
 - a. the PTF worked on the same service day in the previous service week;
 - b. the Employer scheduled the PTF to work;

183

- c. the guarantee, as provided in Article 8, Section 8, of the National Agreement.

Date: Incorporated into December 24, 1984 Award.

* * *



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

RECEIVED
 MAY 25 1990
 OFFICE OF
 EXECUTIVE VICE PRESIDENT

May 22, 1990

ARTICLE	_____
SECTION	_____
SUBJECT	_____
LEAVE	_____

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

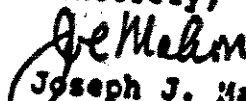
Dear Bill:

This letter is in response to your April 20 correspondence regarding "denying PTF employees leave during a week which includes a holiday."

Pursuant to Section 512.523b of the Employee and Labor Relations Manual, the policy for granting PTF leave is as follows:

"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."

If you have any further questions regarding this matter, please contact Patricia Connelly of my staff at 268-3842.

Sincerely,

 Joseph J. Mahon, Jr.
 Assistant Postmaster General



EMPLOYEE AND LABOR RELATIONS GROUP

Washington, DC 20760

April 6, 1973

ARTICLE	11
SECTION	
SUBJECT	HOLIDAY
	PTF ON LIST

Mr. Tony R. Huerta
Director of Appeals
National Association of
Letter Carriers
100 Indiana Avenue, N. W.
Washington, D. C. 20001

Re: A. Santos
New Bedford, Ma
N-E-2574(41V2)/E-PROV-283

Dear Mr. Huerta:

On March 28, 1973, 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 carefully reviewed. Without prejudice to our position, regarding the filing of a grievance by the union at Step 1, the following disposition is provided in this particular factual circumstance.

The posting of a holiday schedule on the Wednesday preceding the service week in which the holiday falls shall include part-time flexible employees who at that point and time are scheduled to work on the holiday in question.

Sincerely,

J. G. Merrill
J. G. Merrill
Labor Relations Department



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

ARTICLE	11
SECTION	6
SUBJECT	
	PTF O.T.
	ON HOLIDAY

Mr. Lawrence G. Hutchins
Vice President
National Association of
Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2197

Re: Branch
Olympia, WA 98501
B7N-5R-C 4230

Dear Mr. Hutchins:

On November 2, 1988, a meeting was held with the NALC Director of City Delivery, Brian Parris, to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the scheduling pattern utilized at the subject facility on November 25, 1987, violated the relevant provisions of the National Agreement.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that Article 11, Section 6.B of the National Agreement requires that, where operational circumstances permit, casual and PTF employees should be utilized in excess of eight (8) hours before any regular employees should be required to work their holiday or designated holiday.

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


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


Mr. Lawrence G. Hutchins

2

Time limits were extended by mutual consent.

Sincerely,


Arthur S. Wilkinson
Grievance & Arbitration
Division


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

(Date) 2/6/89

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

MAR 7 1980

Mr. Leon W. Hopton
Administrative Vice President,
Motor Vehicle Craft
American Postal Workers Union,
AFL-CIO
817 - 14th Street, N. W.
Washington, D. C. 20005

Re: APWU - Local
Kalispell, MT .
H8C-5L-C-6963

Dear Mr. Hopton:


On ~~May 5~~^{March} 5, 1980, we met on the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1978 National Agreement.

During our discussion, we concluded that the whole thrust of the holiday scheduling provisions is to provide as many full-time regulars as possible with the holiday or their designated holiday as a day of rest. Further, the utilization of borrowed part-time flexible employees is within the intent of this thrust.

Please sign the attached copy of this letter as your acknowledgment of the final disposition of this case.

Sincerely,


Daniel A. Kahn
Labor Relations Department


Leon W. Hopton
Administrative Vice President,
Motor Vehicle Craft
American Postal Workers Union,
AFL-CIO

UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, S.W.
Washington, DC 20003

Mr. Teddie Days
Assistant Director
Motor Vehicle Service Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Re: Class Action
Hutchinson, KS 67501
NIC-42-C 35548

Dear Mr. Days:

On April 1, 1985, we met to discuss the above-captioned case at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the holiday schedule was properly posted.

During our discussion, it was mutually agreed that the following would represent a full settlement of this case:

Part-time flexible employees while detailed to another facility may be utilized for holiday work, provided they possess the necessary skills needed to perform the required duties.

The parties at this level further agreed that there is no contractual obligation to utilize employees from other associate offices in the holiday scheduling at the Hutchinson, Kansas office.

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

Mr. Teddie Days

2

Time limits were extended by mutual consent.

Sincerely,

Muriel Aikens
Muriel Aikens
Labor Relations Department

Teddie Days
Teddie Days
Assistant Director
Motor Vehicle Service
American Postal Workers
Union, AFL-CIO

7.1.B.2 CASUALS

2. During the course of a service week, the Employer will make every effort to insure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to casuals.

7.1.C.2 T.E.S

2. Over the course of a pay period, the Employer will make a reasonable effort to ensure that qualified and available part-time flexible employees are utilized at straight-time rate prior to assigning such work to transitional employees working in the same work location and on the same tour.

July 17, 1980

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

Re: J. Ruma
Omaha, NE
AS-C-0721/CSC4VC16267
APWU - 0721

Dear Mr. Anderson:

On June 23, 1980, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

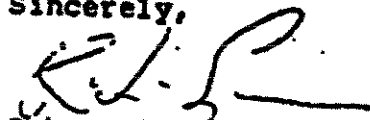
The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

During our discussion, we concluded that the issue in this grievance was whether management may work part-time flexibles six (6) days a week instead of five (5) days a week when casuals are being used.

After reviewing the information provided, it is our position that management is not precluded from working part-time flexibles more than 5 days a week when casuals are employed. Management may consider the workload and composition of that workload during the entire service week when assigning part-time flexibles and casuals. Article VII of the National Agreement does, however, impose on management the obligation to give priority in scheduling to the part-time flexible.

Based on the evidence presented in this grievance management properly scheduled the part-time flexible. Accordingly, this grievance is denied.

Sincerely,



Robert L. Eugene
Labor Relations Department

UNITED STATES POSTAL SERVICE
433 L'Enfant Plaza SW
Washington, DC 20060

OCT 2 1980

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

Re: APWU - Local
Phoenix, AZ
AB-W-0903/WBC5KC10906
APWU - 0903

Dear Mr. Anderson:

On September 17, 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 in the instant grievance made every effort to ensure that qualified and available part-time flexible employees were utilized at the straight time rate prior to assigning such work to casuals, as required by Article VII, Section 1B.

Evidence in this case file indicates that management is making every reasonable effort to work part-time flexibles in lieu of casuals.

There are several factors to be considered when assigning part-time flexibles or casuals. Among them are:

1. Whether the need for additional manpower occurs when the available part-time flexibles are performing their normal duties.
2. Whether the movement of available part-time flexibles requires extensive travel from one work location to another. It may be unreasonable to transfer a part-time flexible from a distant station to the main office for one or two hours work when traveling would have consumed most of that time.

802-1-128-6

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

Sincerely,



Robert L. Engene
Labor Relations Department

FEB 8 1977

Mr. Alfred K. Hay
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, D. C. 20001

Re: Branch 1358 (C. Snelson)
Broken Arrow, OK
NC-S-3772/NS-OK-6494

Dear Mr. Hay:

On November 7, 1976, 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 Step 3 letter of decision dated August 9, 1976 is totally in error. In accordance with Article VII, Section 1, paragraph b.1, the Employer will make every effort to insure that during the course of a service week qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to casuals.

In this instance, the grievant received 77 hours for the pay period and the casual in question received 71 hours. However, local management will give qualified and available part-time flexible employees priority over casual employees for work assignments unless: (1) both are needed at the same time or (2) use of the part-time flexible would require overtime or (3) if the part-time flexible is already scheduled for forty hours during the service week. Although the requested remedy is without merit in this instance, the grievance is sustained to the extent indicated above.

Sincerely,

(signed)

Robert B. Hubbell
Labor Relations Department



M-00935

EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20001
AUG . 6 1977

Mr. Thomas D. Filey
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001

ARTICLE	7
SECTION	1
SUBJECT	
PTES PRIOR TO CASUAL	

Re: NALC Branch
Irwin, PA
NC-E-7069/EJALL-1105

Dear Mr. Riley:

On August 4, 1977, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

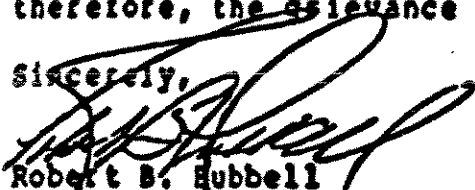
The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

Management will make every effort to insure that qualified and available part-time flexible employees are utilized at the straight time rate prior to assigning such work to casuals. This priority includes cross-craft assignments if (1) the part-time flexible is available and qualified; (2) if overtime will not be required and; (3) if the part-time flexible is not otherwise scheduled for 40 hours during the service week.

In this instance, the part-time flexibles were called but were unavailable. The Union contends that management must determine if work is available and call part-time flexible carriers by 9:30 a.m. The work in question was in the clerk craft and such needs cannot always be ascertained by a predetermined face on the clock.

No violation of the National Agreement has been shown and, therefore, the grievance is denied.

Sincerely,


Robert B. Hubbell
Labor Relations Department

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

ARTICLE	<u>7</u>
SECTION	<u>2</u>
SUBJECT	<u>CROSS CRAFT</u> <u>HEAVY WORK LOAD</u>

Re: H7C-NA-C 72
W. Burrus
Washington, DC 20005

Dear Mr. Burrus:

On March 9, 1990, we met to discuss the above-captioned case at the fourth step of our contractual grievance procedure.


The issue in this grievance is whether PTF employees may be assigned across craft lines without satisfying the limitations of Article 7.2 of the National Agreement.

During our discussion, we mutually agreed that the assignment of PTF employees across craft lines is controlled by the express language of Article 7.2 of the National Agreement as interpreted by national level arbitrators. We further agreed to fully and finally settle this grievance and close the case on this basis.


Please sign and return the enclosed copy of this letter indicating that the APWU concurs with this interpretation and as your acknowledgment of agreement to close this case.

Time limits were extended by mutual consent.

Sincerely,



Arthur Wilkinson
Grievance & Arbitration
Division



William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

DATE 4/4/90



34.6

May 17, 1995

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

MAY 17 1995
U.S. MAIL

Dear Mr. Burrus:

This is in response to your further correspondence dated April 20 concerning Rural Carrier Relief (RCR) employees and the extent to which they may perform APWU bargaining unit work.

As you and Patricia Heath of my staff discussed last week, there does not appear to be any dispute between the APWU and the Postal Service at this level on this subject. RCRs who do not hold a dual appointment as a casual may perform APWU bargaining unit work only as specified in Article 3.

If you wish to provide more information concerning any office in which you perceive there may be a problem, please feel free to contact Ms. Heath at 268-3813.

Sincerely,

A handwritten signature in dark ink, appearing to read "A. J. Vegliante".

for Anthony J. Vegliante
Manager
Contract Administration (APWU/NPMHU)



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

April 20, 1995

William Burrus
Executive Vice President
(202) 842-4246

Dear Mr. Vegliante:

With further response to our exchange of correspondence regarding the use of Rural Carrier Relief (RCR) employees who are not designated as dual appointees to perform APWU bargaining unit work. Perhaps I was not sufficiently clear in my letter of March 30, 1995. The reason for raising the issue was that managers in the Southern Region are interpreting the agreement to mean that RCRs who have not been designated as dual appointees may be permitted to perform as APWU casuals in circumstances that are not covered by Article 3.F of the National Agreement. It was not my intent to interpret the rights of the employer under Article 3 which are not in dispute.

If the intent of your response is that the use of RCRs, who have not been designated as dual appointees, is limited to the application of Article 3.F, there is no disagreement between the parties. However, if the employer interprets the agreement as permitting their use in non-emergency circumstances, it will be necessary that we have a fuller understanding of our respective positions.

Thank you for your attention to this matter.

Sincerely,

William Burrus
William Burrus
Executive Vice President

*Anthony J. Vegliante, Manager
Grievance & Arbitration Division
United States Postal Service
475 L'Enfant Plaza, SW
Washington, DC 20260*

WB:rb
opeiu#2
afi-cio

National Executive Board
Moe Miller
President

William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Thomas A. New
Industrial Relations Director

Robert L. Turstall
Director, Client Division

James W. Lingberg
Director, Maintenance Division

Donald A. Ross
Director, MVS Division

George N. McKeethen
Director, SDM Division

Regional Coordinators

James P. Williams
Central Region

Jim Burns
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Terry Stapleton
Southern Region

Roydel R. Moore
Western Region



April 18, 1995

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

APR 1995
Received
Office of The
Executive
Vice President

Dear Mr. Burrus:

This letter is in response to your March 30 inquiry requesting our interpretation of your position regarding the use of Rural Carrier Relief (RCR) employees who are not designated as dual appointees to perform APWU bargaining unit work.

It is the Postal Service's position that rural carrier craft employees who are not designated as dual appointees may be assigned to perform duties in other crafts, including crafts represented by the APWU, in emergency situations as specified in Article 3.F of the National Agreement.

I trust that if you have any further concerns, you will not hesitate to make me aware of them.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony J. Negliante".

Anthony J. Negliante
Manager

Contract Administration (APWU/NPMBU)



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

AUG 30 1988

Mr. Cliff J. Guffey
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

Re: Class Action
St. Paul, MN 55101
H4C-4C-C 15955

Dear Mr. Guffey:

On August 9, 1988, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management is required to utilize associate office part-time flexible clerks prior to utilizing casuals at the St. Paul, MN facility.

It is our position that no national interpretive issue involving the terms and conditions of the National Agreement is fairly presented in this case. However, inasmuch as the union did not agree, the following represents the decision of the Postal Service on the particular fact circumstances involved.

It is management's position that there exists no contractual requirement to assign associate post office part-time flexible clerks to work at another facility, in this instance the St. Paul, MN office, prior to utilizing casuals. Further, it is our position that associate post office

29308-1-1619-

part-time flexible employees have no contractual work hour guarantee beyond the associate office in which they are employed.

This question was appropriately addressed on February 2, 1984, in an arbitration decision by Arbitrator Richard I. Bloch, in case no. H8C-4J-C 34063. In this decision Arbitrator Bloch stated in pertinent part: "...given that the part-time flexible employees in question are assigned to the associate offices and that their first responsibility is to those offices (the availability for work at the Green Bay facility is purely voluntary), the requirement of Green Bay's first attempting to schedule from the associate offices may well be beyond what the parties had contemplated in the language of Article VII."

Based on the foregoing considerations, this grievance is denied.

Time limits were extended by mutual consent.

Sincerely,



Samuel M. Pulcrano
Labor Relations Department



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

OCT 1 1984

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Dear Mr. Burrus:


On August 30 you met with Frank Dyer in prearbitration discussion of HLC-NA-C 81, Washington, D.C. The question in this grievance is whether the Postal Service may revert a vacant duty assignment once it has been posted for bid and no bids are received.

It was mutually agreed to full settlement as follows:

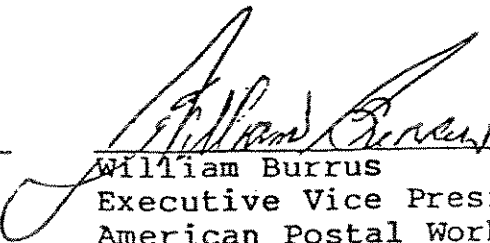
1. Normally, a duty assignment, once it has been posted for bid, will be filled consistent with 524.1 of the P-11 Handbook.
2. There may be, on occasion, exceptions wherein the Postal Service may leave vacant a duty assignment after it has been posted and no bids were received or there were no successful bidders. However, these exceptions must be operationally justified, and will be limited to changes such as those occurring through mechanization and technological changes, transportation changes, etc.

Please sign and return the enclosed copy of this letter acknowledging your agreement with this settlement, withdrawing HLC-NA-C 81 from the pending national arbitration listing.

Sincerely,



William E. Henry, Jr.
Director
Office of Grievance and
Arbitration
Labor Relations Department



William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

10-2-84

Date

AS.



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20060

AUG 2 5 1983

Mr. Kenneth D. Wilson
Assistant Director, Clerk Division
American Postal Workers Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Re: Class Action
Des Moines BMC, IA 50900
H1C-4K-C 17972

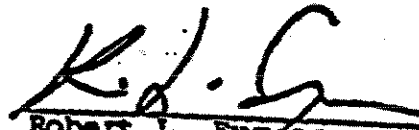
Dear Mr. Wilson:


On July 26, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

We mutually agreed that documents, files, and other records requested by a steward must be relevant and necessary for the processing of a grievance or determining if a grievance exists. Such requests shall not be unreasonably denied. In the instant case, the record does not support the management position that the steward's request for information relative to PTF and casual staffing was irrelevant and unreasonable. The requested information shall be provided in accordance with Article 17, Section 3.

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

Sincerely,


Robert L. Eugene
Labor Relations Department


Kenneth D. Wilson
Assistant Director
Clerk Division
American Postal Workers Union,
AFL-CIO

Enclosure

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

November 18, 1983

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

Re: Class Action
Pensacola, FL 32501
HIC-3W-C 22705

Dear Mr. Baldwin: 33

On November 3, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The grievance concerns whether local management is properly applying the provisions of Article 37, Section 3.A., when reverting full-time positions in this local office.


We mutually agreed that no interpretive dispute exists in this grievance. A decision to revert or not to revert a full-time position must be made not later than 21 days after the position becomes vacant.

If a posted vacant position goes unbidden and is not filled with an unassigned regular, not properly reverted, and not being withheld under the provisions of Article 12, a senior PTF shall be converted.

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

Sincerely,


Robert L. Eugene
Labor Relations Department


Wallace Baldwin, Jr.
Assistant Director
Clerk Division
American Postal Workers Union,
AFL-CIO



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

AUG 4 1981

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

Re: Class Action
Valdosta, GA 31601
H8C-3D-C-21690

Dear Mr. Anderson:

On July 7, 1981, we met with your representative to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented 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 XVII of the National Agreement with regard to how much time is to be allotted for investigating and processing a grievance.


Stewards are entitled to reasonable investigative time on-the-clock for handling grievances and such investigative time could conceivably include the mechanics of copying, logging or converting of information from original documents to graphs, forms, notes, etc.

The problem here appears to be one of application rather than interpretation. We cannot determine at this level whether the amount of time for investigation requested by the steward was unreasonable nor can we determine whether the time allotted by local management was unreasonable.


If you agree with the above, we can remand this case back to Step 3 for final disposition at that level.

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

Sincerely,



Robert L. Eugene
Labor Relations Department



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

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

Re: 190C-41-C 93046587
Meester, M.
Fargo, ND 58102-9694

Dear Mr. Guffey:

I recently met with you in prearbitration discussion of Case No. 190C-41-C 93046587. The issue in this grievance is whether or not the grievant was improperly by-passed for conversion to full-time status.

The parties mutually agree that former employees who are re-employed when they have partially or fully overcome job-related injuries or disabilities are entitled to conversion from part-time to full-time status in accordance with the National Agreement.

A PTF rehab employee should not be denied the opportunity to convert to full-time based solely on the fact that they have permanent restrictions. The decision to convert should depend on whether or not the employee is physically capable of performing the duties of the vacant duty assignment, the ability to modify the assignment to accommodate the employee's limitations while maintaining the essential or core duties of the position and compliance with OWCP guidelines. As this will constitute a new job offer, the employee and the treating physician must sign off accepting the job offer and OWCP notified. These considerations are in accordance with the National Agreement under Article 37.5 Conversion/Part-time Flexible Preference and Article 19 Incorporating Elm Section 548.


The parties further agreed to remand this case to the regional level for rediscussion and resolution only on the question of what remedy grievant Meester may be entitled to, if any. This action does not prejudice the position of either party concerning procedural arguments which may be raised.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case on the remedy question alone withdrawing Case No. 190C-41-C 93046567 from the pending national arbitration listing.

Sincerely,



Carol E. McCrerey
Labor Relations Specialist
Grievance and Arbitration



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

Date: 9-10-97



UNITED STATES POSTAL SERVICE
 ROOM 8014
 475 L'ENFANT PLAZA SW
 WASHINGTON DC 20260-4100
 TEL (202) 268-3818
 FAX (202) 268-3074

PROJECT FILE #176.5: Conversion Opportunity

OFFICE OF THE
 ASSISTANT POSTMASTER GENERAL
 LABOR RELATIONS DEPARTMENT

Mr. Thomas A. Neill
 Industrial Relations Director
 American Postal Workers
 Union, AFL-CIO
 1300 L Street, N.W.
 Washington, DC 20005-4128

Re: Class Action
 Tallahassee, FL
 H4C-3W-C 15589

Dear Mr. Neill:


On several occasions, the most recent being August 23, 1991, Muriel Aikens Arnold met with Cliff Guffey in prearbitration discussion of H4C-3W-C 15589. The issue in this grievance is whether or not the grievants were improperly by-passed for conversion to full-time status.


The parties mutually agreed that former employees who are reemployed when they have partially or fully overcome job-related injuries or disabilities are entitled to conversion from part-time to full-time status in accordance with the National Agreement.

The parties further agreed to remand this case to the regional level for rediscussion and resolution only on the question of what remedy grievant Couch may be entitled to, if any. This action does not prejudice the position of either party concerning procedural arguments which may be raised.

Please sign and return the enclosed copy of this letter acknowledging your agreement to remand this case on the remedy question alone and withdrawing H4C-3W-C 15589 from the pending national arbitration listing.

Sincerely,


 Karen Intrater
 Acting General Manager
 Grievance and Arbitration
 Division


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

Date 9-17-91

 Enclosure
OFFICIAL MAILING SYSTEM

Section 5 Conversion/Part-Time Flexible Preference

185. When filling full-time positions, is bidding by part-time regular employees and preferencing by part-time flexible employees done concurrently?

Response: Yes.

186. Question: Is there a standard procedure for simultaneous part-time regular bidding and part-time flexible preferencing?

Response: No. The system for completing part-time regular bidding and part-time flexible preferencing is determined locally.

187. If the senior part-time flexible clerk on the part-time flexible roll is currently qualified on a residual vacancy to be filled in accordance with Article 37.5, does the employee have the option of remaining part-time?

Response: No, the employee does not have an option. The provisions of Article 37.5.A.2 clearly require conversion. The referenced provision states, "Part-time flexible employees shall be converted to full-time in the manner set forth in this section."

188. Can part-time flexible employees be converted to full-time regular without using the preference procedures in Article 37.5?

Response: Only if converting to maintain the 80/20 ratio of full-time to part-time employees (Article 7, Section 3). In such case, the senior part-time flexible employee on the part-time flexible roll will be converted. Conversion pursuant to Article 7.3 is made without applying Article 37.5 and, therefore, the employee is converted to unencumbered full-time regular status.

189. Is there a negotiated time frame for placing the senior part-time flexible employee who stated a preference into training?

Response: Yes. Normally, the employee would be placed into training within 10 calendar days.

190. Is there a negotiated time frame for converting a part-time flexible employee who is currently qualified or who successfully completes training for a stated preference?

Response: Yes. The employee should be converted and placed into the assignment within 28 days except in the month of December, with one exception. A Mark-up Clerk, Automated is converted to full time in the normal time frame but placement can be delayed up to 180 days.

191. When a Mark-up Clerk, Automated is converted to full time unencumbered status pursuant to the 80/20 requirement under Article 7 Section 3, can the employee be bypassed for assignment to a residual vacancy for up to 180 days?

Response: Yes.

192. Are part-time flexible employees eligible to apply for residual best qualified duty assignments?

Response: Yes. However applications from part-time flexible employees are not considered if a sufficient number of full-time employees who meet the minimum qualifications apply.

193. If a part-time flexible employee is in training for a stated preference and is converted to full-time, either pursuant to the 80/20 requirement of Article 7, Section 3, or as the result of later being matched to a residual vacancy for which currently qualified, may the employee continue training for the stated preference?

Response: Yes.

194. Can a part-time flexible withdraw from training for a stated preference?

Response: Only in limited situations as described in Article 37.5.A.10. If the employee is converted to full-time, either pursuant to the 80/20 requirement of Article 7, Section 3, or as the result of being matched to a vacancy for which currently qualified, the employee has the option of either remaining in training for the stated preference or withdrawing from training.

195. What principles regarding part-time flexible employees exercising a preference on residual duty assignments were resolved by prearbitration settlement H4C-3T-C 335477

Response:

- 1. If a part-time flexible is in training for an assigned scheme and expresses a preference for a duty assignment which requires qualification on the same scheme, the part-time flexible does not receive additional training time.**
- 2. A part-time flexible in training for an assigned scheme may still state a preference for a duty assignment which requires training. However, the employee must qualify on either the stated preference or the scheme assignment by the due date of the scheme assignment.**

- 3. An employee who failed to qualify on an assigned scheme and has been issued a notice of removal or proposed removal, and has previously expressed a preference for a duty assignment with a different scheme requirement, may continue to train on that preference during the advance notice period of the removal, provided training time remains.**

196. Are part-time flexible employees who were hired from the manual register eligible to state a preference for a residual full-time machine duty assignment?

Response: Yes, if they were hired from the O/N 470 examination. All part-time flexible employees who passed the required entrance examination elements are eligible to state a preference on full-time machine assignments.

197. What is meant by machine assignment?

Response: Any clerk craft duty assignment on mechanization which requires hiring from a machine register or qualifying on a machine program such as Parcel Post Distributor, Machine, Flat Sorting Machine Operator; etc.

198. Is an employee who was hired from a machine register permitted to state a preference on residual manual duty assignments?

Response: The employee would be eligible to state a preference on a manual assignment, unless their preference would prevent a currently qualified manual part-time flexible clerk from being converted into a manual assignment.

199. May a part-time flexible employee in training for a stated preference state a preference for a subsequent residual vacancy?

Response: An employee in training may not state a preference for any assignment on which he/she is not currently qualified. However, employees in training are required to state a preference for all assignments on which currently qualified.

200. How do the provisions of Article 37.5 apply if there are five residual full-time Mail Processing Clerk duty assignments to be filled by conversion?

Response: The top five part-time flexible employees on the part-time flexible roll who are currently qualified are converted and placed into the five assignments.

201. How do the provisions of Article 37.5 apply if four residual machine duty assignments and one manual duty assignment are to be filled?

Response: Match the top five part-time flexible employees on the part-time flexible roll who are eligible to state a preference on the assignments. If any of those employees are currently qualified, convert and place the employees in the assignments. If assignments remain unfilled, take the preferences from all part-time flexibles on the roll who are eligible to state a preference. Then, if the senior part-time flexible who stated a preference is currently qualified for an available duty assignment, convert and place that employee into the assignment. If the senior part-time flexible who stated a preference is not currently qualified, place that employee into training for that assignment.

202. When a part-time flexible employee states a preference and enters scheme training, is the training compensable?

Response: Part-time flexible clerks who receive voluntary scheme training as a result of an expressed preference are scheduled and compensated on the same basis as a full-time employee who is a senior bidder on a duty assignment.

203. If the senior part-time flexible clerk is currently qualified on more than one residual duty assignment, does the employee have an option of which assignment he/she will be placed in when converted?

Response: The employee is given the option unless it would reduce the number of part-time flexible employees who could be matched to available duty assignments (as currently qualified) and converted to full-time.

204. Do all part-time flexible preference provisions apply to part-time regular duty assignments?

Response: No. Part-time flexible employees can exercise a preference for part-time regular duty assignments but cannot be involuntarily reassigned to that status.



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

ARTICLE	_____
SECTION	_____
SUBJECT	_____
	<i>PTF SCHEME</i>

Mr. Thomas A. Neill
Industrial Relations Director
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

Re: H4C-3T-C 33547
Class Action
Tulsa, OK

Dear Mr. Neill:

Recently, Cliff Guffey met with Patricia Heath in a prearbitration discussion of the above-captioned grievance currently pending national level arbitration.

The issue in this grievance is whether the official policy issued by the local office violated Article 37.

During discussion, the following was agreed upon:

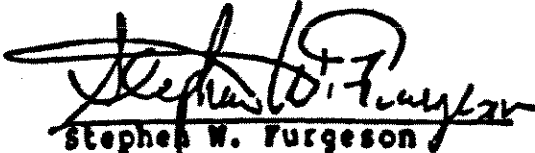
1. If a PTF is assigned a scheme, and while in training for that scheme expresses a preference for a duty assignment which requires qualification on the same scheme, the PTF does not receive additional training time.
2. If a PTF is in training for an assigned scheme, s/he may still state a preference, however, s/he must qualify on either the stated preference or the assignment by the due date of the assignment.
3. An employee who has failed to qualify on an assigned scheme and has been issued a notice of removal or proposed removal, but has previously expressed a preference for an assignment with a different scheme requirement, may continue to train on the preference during the advance notice period of the removal, if there is training time remaining.

Thomas A. Neill

2

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle this case, and withdraw it from the pending national arbitration listing.

Sincerely,



Stephen W. Furgeson
General Manager
Grievance & Arbitration
Division



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

DATE 4/19/90

Enclosure

CRAIG G. WADE
VICE PRESIDENT, WESTERN AREA OPERATIONS



RECEIVED
FEB 13 1998
WASHINGTON

PRX TO
Kelly
Lynch

February 13, 1998

SUBJECT: Postmaster Relief/Leave Replacements

MEMORANDUM FOR: District Managers

The utilization of Postmaster Relief/Leave Replacements was a topic of discussion at a recent Area Labor-Management Meeting with the American Postal Workers Union. Based on the feedback I received from the National Business Agents, it is apparent that our policy is in need of clarification.

Postmaster Relief/Leave Replacements (PMR) may be utilized for a limited term in relief of the Postmaster during all hours the post office is open to the public only at offices without an assigned career clerk. The PMR position is intended to provide coverage during the Postmaster's absence or relief to the Postmaster during peak periods. The Postmaster can be either in a duty or off-duty status during the period of the absence.

A PMR may be loaned to an adjacent post office provided that installation meets the above criteria which is articulated in the Administrative Support Manual, Section 143.42. PMR's who have received a dual casual appointment may perform clerical duties at another installation where the workload is justified and a clerk complement exists.

Part-time flexible clerks and PMR's should not be working in the same installation, except in extreme unusual or emergency situations whereby the contractual provisions of Article 1.6 of the National Agreement have been invoked by management.

Please share this policy with your Managers of Postal Operations and Postmasters to ensure compliance with the National Agreement. Questions on the utilization of PMR's should be directed to Senior Labor Relations Specialist Paulette A. Otto who may be reached by telephone at (303)-313 6023.

Craig G. Wade

Craig G. Wade
Vice President, Area Operations

Distr: Raydell Moore, Regional Coordinator APWU
Donna Galloway
Paulette Otto

UNITED STATES POSTAL SERVICE
WASHINGTON, DC 20260-5000
202-261-4100
TDD: 202-261-5100

Postal Organization

includes not less than 4 hours on Saturday with equivalent time off on one of the workdays Monday through Friday in the same service week.

122.2 Part-Time Offices

122.21 Normal Schedule

Postmasters of part-time offices (EAS-A through -E) work a 6-day service week, Monday through Saturday. Daily total hours of service include those regular business hours when the principal mail is received and dispatched, as follows:

EAS-A	2 hours per day
EAS-B	3 hours per day
EAS-C	4 hours per day
EAS-D	5 hours per day
EAS-E	6 hours per day

122.22 Variations

EAS-C, -D, and -E postmasters, with the approval of their district managers, may alter their regularly scheduled hours of service on Saturdays, if there is no additional expense to the Postal Service and the principal mail is received and dispatched.

122.23 FLSA-Nonexempt Postmasters

Postmasters who are nonexempt because they supervise fewer than two full-time equivalent employees are paid FLSA overtime for hours worked in excess of 40 paid hours in the workweek (see ELM 434.123). Full-time management postmasters are paid postal overtime for all hours worked in excess of 8 paid hours in a service day.

123 Absence From Office

123.1 More Than Five Days

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

123.2 Five Days or Less

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

123.3 Emergencies

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

123.4 Assignment of Postmaster Relief**123.41 Determination**

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

123.42 Office Without Career Clerk

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

123.43 Office With Career Clerk

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

418.2 Changes Between Nonbargaining Unit Schedules

Changes between EAS and PCES salary schedules are made in accordance with the provisions of the Postal Career Executive Service Program. Changes between other nonbargaining unit schedules are made in accordance with the promotion and reassignment provisions of this subchapter (see 413, 414, and 415).

418.3 Changes From Nonbargaining Unit to Bargaining Unit Schedules

Changes of nonbargaining unit employees to bargaining unit positions are made in accordance with 420 and any applicable collective bargaining agreement.

418.4 Changes From Bargaining Unit to Nonbargaining Unit Schedules

Changes of bargaining unit employees to nonbargaining unit positions are made in accordance with 413, 414, 415, or 417.

419 Supplemental EAS Noncareer Workforce**419.1 Casual Employee****419.11 Definition**

Casual employees are nonbargaining unit, noncareer employees with limited-term appointments. These employees are employed as a supplemental workforce, as described in collective bargaining agreements, to perform duties assigned to bargaining unit positions.

419.12 Salary Grade

Appointments of casuals are made to the position of Casual, Occupation Code 5201-1001, at grade EAS-7 in the Noncareer Temporary Rate (NTR) Schedule or as otherwise authorized by the vice president of Employee Resource Management.

419.2 Nonbargaining Temporary Employees**419.21 Definition**

Nonbargaining temporary employees, including officers in charge (OICs) appointed from outside the Postal Service, are nonbargaining unit, noncareer employees who perform duties assigned to nonbargaining unit positions.

419.22 Salary Grades

Temporary employees hired as OICs are paid in accordance with the *Officers in Charge* schedule. Prior to hiring a temporary employee for other positions, the installation head or other appointing official should carefully assess operational needs of the office and determine the EAS grade for the types of work to be performed. Based on this determination, the temporary employee

419.3

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

419.3 Postmaster Relief/Leave Replacements (PMRs)

419.31 Definition

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

419.32 Salary Grades

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

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



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

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

Dear Mr. Guffey:

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

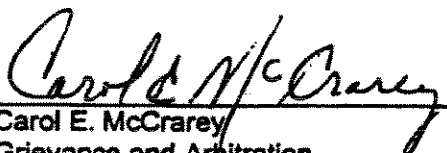
After reviewing this matter, we mutually agreed that postmaster relief/leave replacement are hired for the purpose to provide relief during the postmaster's absence from the office. The postmaster may be in a duty status or off duty during the period of absence. In order for a PMR to work in another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


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

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

Time limits at Step 4 were extended by mutual consent.

Sincerely,


Carol E. McCrerey
Grievance and Arbitration
Labor Relations


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

Date: 7-30-98

475 L'ENFANT PLAZA SW
WASHINGTON DC 20260



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

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

Dear Mr. Guffey:

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

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

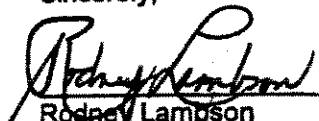
After reviewing this matter, we mutually agreed that no national interpretive issue is presented in this case. Postmaster Relief/Leave Replacements are to be utilized as outlined in Section 123.4 of the Administrative Support Manual not to cover the absence of bargaining unit employees.

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


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

Time limits were extended by mutual consent.

Sincerely,



Rodney Lambson
Labor Relations Specialist
Grievance and Arbitration



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

Date: 7-27-98

475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100



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

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

Dear Mr. Guffey:

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

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

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


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

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

Time limits were extended by mutual consent.

Sincerely,


Rodney Lambson
Labor Relations Specialist
Grievance and Arbitration


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

Date: 7-27-98

475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100



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

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

Dear Mr. Guffey:

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

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

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

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


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

Time limits were extended by mutual consent.

Sincerely,



Rodney Lambson
Labor Relations Specialist
Grievance and Arbitration



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

Date: 7-27-98



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

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

Dear Mr. Guffey:

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

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

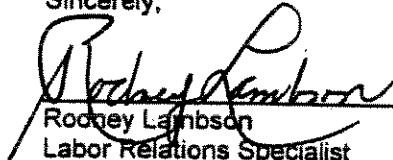
After reviewing this matter, we mutually agreed that no national interpretive issue is presented in this case. Postmaster Relief/Leave Replacements are to be utilized as outlined in Section 123.4 of the Administrative Support Manual not to cover the absence of bargaining unit employees.


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

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

Time limits were extended by mutual consent.

Sincerely,


Rodney Lambson
Labor Relations Specialist
Grievance and Arbitration


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

Date: 7-27-98

475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100



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

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

Dear Mr. Guffey:

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

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

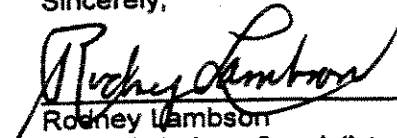
After reviewing this matter, we mutually agreed that no national interpretive issue is presented in this case. Postmaster Relief/Leave Replacements are to be utilized as outlined in Section 123.4 of the Administrative Support Manual not to cover the absence of bargaining unit employees.

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


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

Time limits were extended by mutual consent.

Sincerely,



Rodney Lambson
Labor Relations Specialist
Grievance and Arbitration



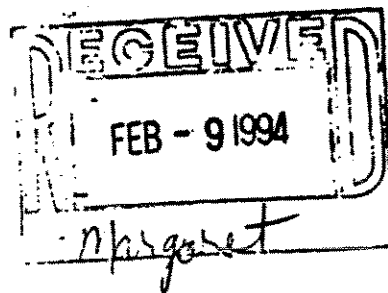
Cliff Guffey
Assistant Director, Clerk Craft
American Postal Workers
Union, AFL-CIO

Date: 7-27-98

475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100

UNITED STATES POSTAL SERVICE

SPOKANE CUSTOMER SERVICE DISTRICT
703 E. Trent Ave. Spokane, WA 99202-9998



DATE: JANUARY 14, 1994
OUR REF: JMHARDIN:js:9992
SUBJECT: PMR USAGE

TO: SELECTED POSTMASTERS

Effective immediately the use of non-career Postmaster Relief (PMR) personnel in EAS 15-24 offices is prohibited.

If you have any questions regarding this policy or the need to request additional personnel, please contact me immediately.

A handwritten signature in cursive that reads "John M. Hardin".

JOHN M. HARDIN
MANAGER, POST OFFICE OPERATIONS

cc: Linda T. Wilson, District Manager
Ernest Williams, Mgr. P.O. Operations



postal bulletin

PB 21236—March 13, 1980—12 Pages

Migratory Bird Stamp Disposition

Postmasters are reminded that all unsold bird stamps should be recalled to the main stock as specified in Handbook F-1, *Financial Handbook for Post Offices*, 557. The amount recorded in AIC 806, *Ending Inventory—Bird Stamps*, on the statement of account submitted as of the close of the second quarter (AP-06), Fiscal Year 1980, must accurately reflect the value of bird stamps on hand in the post office. Except for post offices having established philatelic outlets, the only bird stamps that should be on hand in post offices are the current 1979-1980 series which sell for \$7.50.

Unsold migratory bird stamps are destroyed during the third quarter as directed in Handbook F-1, 553. Management sectional centers must establish a schedule for returning properly certified Forms 3298, *Destruction Certificate*, to post offices for inclusion with statements of account for the period ending June 15, 1980.

Those offices designated as philatelic outlets are the only offices which should have an entry in AIC 806 on the statement of account for the period ending June 15, 1980. These bird stamps will be listed by year of issue and face value in the remarks section of the statement of account.—*Finance Dept., 3-13-80.*

City Delivery Post Offices

Carrier Timecard Analysis

Instructions on the reverse of Form 1840B, *Carrier Timecard Analysis*, specify that overtime and auxiliary assistance from Form 3997 must be added. If they are not added, misleading figures are used as street time in this source. As part of the timecard analysis, show all time used in relation to a route on a day when the regularly assigned carrier works the route.—*Delivery Services Dept., 3-13-80.*

Postmaster Replacement—EAS-A Through EAS-15 Offices *Δ' to 5-3-80*

Effective April 5, 1980, postmaster relief and leave replacement policy in EAS-A through EAS-15 offices, where no career clerical positions are assigned, will be modified as follows:

1. Prohibitions regarding the employment of relatives do not apply to hiring noncareer postmaster relief/leave replacements, regardless of CAG designation. (Handbook P-11, *Personnel Operations*, 261 and 312, will be amended accordingly.)

2. Compensation for postmaster relief/leave replacement is established at the following hourly rates:

	Per Hour
EAS-A—E Offices	\$3.85
EAS-11 Offices	\$5.34
EAS-13 Offices	\$5.96
EAS-15 Offices	\$6.63

Current time-recording procedures for certifying pay will remain in effect.

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

NTE 1-year noncareer temporaries hired solely for postmaster relief and leave replacement will be automatically terminated effective April 4, 1980. Postmasters are encouraged to rehire these individuals as noncareer postmaster relief and leave replacements at the newly established rates to minimize retraining time and cost.

Up to 10 training hours per office will be authorized only for postmaster relief and leave replacements lacking the necessary experience. All training will be conducted by the postmaster on-the-job. Self-study at home is prohibited. Training for multiple relief and leave replacements in excess of the 10-hour allocation per office must be submitted to the management sectional center for approval.

A standard letter explaining the terms and conditions of employment will be issued to all noncareer post-

Continued on p. 2

Bumper Strips and Decals

Only those bumper strips, decals or other advertising material authorized by Headquarters are permitted on postal-owned vehicles. Handbook M-52, *Fleet Management*, 333.4, will be amended to reflect this change.—*Delivery Services Dept., 3-13-80.*

Inspection Service Appointments

The following appointments were effective March 8, 1980:

Robert N. Moore, Regional Chief Inspector, Southern Region.

Raymond L. Oldham, Inspector-in-Charge, Chicago Division.
—*Inspection Service, 3-13-80.*

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Supply Items Discontinued—Badges

The following items, no longer available from area supply centers, are discontinued as items of supply:

POIN	Description
0919E	Badge, Carrier's, Metal
0919H	Badge, Vehicle Operator's

Replacements for the above items are still in the design stage and their availability will be announced in a POSTAL BULLETIN notice.

In the interim, postal facilities that require badges may use appropriate substitutes as described in the ADMINISTRATIVE SUPPORT MANUAL, 273.2.

The above changes will be reflected in a future revision to Publication 24, *Supply Catalog—Procurement & Supply Dept., 3-13-80.*

POM Revision

Parcel Post Delivery

Make the following changes to the POSTAL OPERATIONS MANUAL (POM):

Delete 443.772 *Delivery.*

Change 612.13 *Third and Fourth Class Parcels* to read: "Where possible, schedule delivery of parcels on a delivery trip which will permit achievement of published service standards for these classes of mail."

The POM will be updated accordingly.—*Delivery Services Dept., 3-13-80.*

Continued from p. 1.

master relief and leave replacements. Acceptance of these terms and conditions must be in writing and retained on file in the local office. The letter will be sent to all MSC's by March 15, 1980, for distribution to associate offices where a career clerk is not presently assigned.

Postmasters are reminded to use the time available between now and April 5, 1980, to explore the availability of relief and leave replacements in light of the modified terms under which they will be employed. They should further advise all candidates that participation in the federal retirement program, sick and annual leave, and related benefits enjoyed by career employees are not applicable to individuals in noncareer status.

More detailed procedural instructions will be sent to management sectional centers.—*Operations Group, 3-13-80.*

Supply Source Changes—Flag

U.S. flags previously obtained from General Services Administration Stores Depots, are now purchased directly by the Postal Service at substantial savings.

Effective immediately, all postal activities will obtain all their requirements for the following flags from their respective area supply centers:

Item No.	Description	*Price EASO	Price W.A.S.O.
C1105A.....	Flag, U.S., 2¼ x 4¼ Ft.....	\$5.79	\$5.48
C1105B.....	Flag, U.S., 3¼ x 6¼ Ft.....	8.61	8.50
C1105C.....	Flag, U.S., 5 x 9¼ Ft.....	16.16	16.29

*Price differential due to freight costs.

Offices with requirements for any of these flags will submit requisitions for them to their area supply center during regular requisitioning cycles on Form 7380, *Supply Requisition.*

The above changes will be reflected in a future revision of Publication 24, *Supply Catalog—Procurement & Supply Dept., 3-13-80.*

Boxholder Mail—

Rural Routes

The method of handling boxholder mail for delivery on rural routes will be at the individual carrier's option. A rural carrier may either case boxholder mail or handle it as a separate bundle on the route.

Since casing boxholders is an option selected by the carrier, no time credit will be granted in the annual or special count of mail on rural routes for boxholders strapped out. Appropriate changes will be made in the computer program.

Managers conducting mail counts will continue to enter daily the number of pieces of boxholder mail which the carrier cases and straps out in column E on Form 4239-A, *Rural Route Count of Boxholder Mail*, and in columns 64-68 on Form 4241, *Rural Delivery Statistics Report.*

This change is effective April 1, 1980.—*Delivery Services Dept., 3-13-80.*

Savings Bonds

Each installation, beginning March 17, 1980, will receive the new authorization form for use by employees to either enroll in the savings bonds program or make changes to their present allotment.

Upon receipt of the new Form 1192, *United States Savings Bonds Authorization for Purchase and Request for Change*, the SF 1192 will no longer be used and should be destroyed.—*Employee Relations Dept., 3-13-80.*

ELM Revision

Employee Uniforms

Effective immediately, paragraph "a" of 583.1, *EMPLOYEE AND LABOR RELATIONS MANUAL* which relates to items of wear for women performing as City Carrier, special delivery messenger, or clerk performing city carrier duties, should be amended to add that women are authorized to purchase black overboots or insulated boots with no height restrictions.—*Labor Relations Dept., 3-13-80.*

Third-Class Carrier Route Presort

Effective March 20, 1980, the interim implementing instructions for third-class carrier-route presort mail described in POSTAL BULLETINS 21147 (1-24-79); 21193 (6-7-79); 21213 (10-11-79); and 21224 (12-20-79) are amended to increase the maximum dimensions for pieces mailed at the third-class carrier route presort rate to 11½ inches high, by 13½ inches long, by ¾ of an inch thick. Merchandise with detached labels can exceed these dimensions as long as the detached labels meet the requirements of 664 of the *DOMESTIC MAIL MANUAL.*

Post offices are reminded to retain all POSTAL BULLETIN notices regarding the temporary implementing instructions for the third-class carrier route presort rate until permanent implementing instructions are published.—*Rates & Classification Dept., 3-13-80.*

SOUTHERN REGIONAL OFFICE

File: RMF

DATE: February 8, 1964

OBJECT: SN240:NVValentine:ac:0740

DESC: Postmaster Relief/Leave Replacements

TO:

SC Managers/Postmasters
Attn: SCD, E&R

Item 2e

It has been several years since the Postmaster Relief/Replacement staffing policy was issued and I think it is timely to summarize the program intent, procedures, and potential misapplications.

Intent

Every EAS-A through EAS-15 post office where a career clerk is not authorized will be assigned one postmaster relief/leave replacement. Under unusual circumstances a sectional center manager may authorize a second leave replacement in rare cases justified only where geographic isolation or other circumstances prevent an adequate commitment from a single individual. Our goal is to establish only one position per office.

While it is generally impractical to effect a loan of relief replacements between offices, mechanics are in place to accomplish this unusual occurrence by temporarily setting up the replacement on two office's roster. An enclosed attachment details how to set up and terminate a leave replacement and how to effect a record on an office other than the home office. The applicable hourly rates are also provided.

Major Points:

1. Should the office have a career clerk authorized, the non-career, non-bargaining position of Postmaster Relief/Replacement is not applicable. On those occasions when the career clerk serves in lieu of the Postmaster, Post Office Administrator (POA) higher level pay is applicable which is two levels below the Postmaster's position (i.e., the Postmaster is level 18, the POA rate is level 16).

2. Should the office workload require both the Postmaster and clerk to be on duty at the same time, a career clerk position is applicable and a non-career relief/replacement will not be established. (An example is a small full-time office with a large enough workload to require both the Postmaster and a career clerk to perform distribution and box section work two hours each morning together - no relief replacement.) *And, career clerk should not be hired exclusively for PM relief work.*

3. Career bargaining unit clerks are to be paid PS-3 (Post Office Clerk) in third class offices and PS-5 (Distribution and Window Clerk) in second class offices.


4. The Postmaster Relief/Replacement designation 58-0 position is to be used for relief and replacement service only and is not to be used to supplement the regular workforce.

Potential Misapplications

Attached is a printout of 58-0s for your MSC. Please note that some offices have more than one 58-0 and some individuals have rather high gross salaries for 1983. On a copy of this printout we want you to advise us of circumstances which caused any one individual to earn over \$3000 last year. Mail this to the Compensation Division (SN240) and a copy to the district.

On-going Reviews

As career clerk vacancies occur or other workload changes affect an office, a review should be made to determine the degree of assistance required. Should only relief/replacement service be required, revert the vacant clerk position and establish a relief/replacement. One of the best tools to use in reviewing these offices is previous hours used and budget allowances.

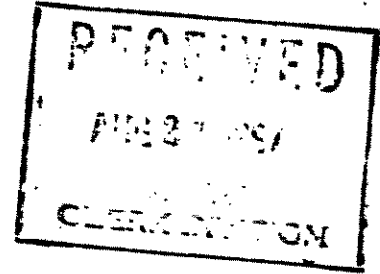

David H. Charters
Regional Director
Employee & Labor Relations

Attachments

cc: District Managers
Attn: DD, E&LR
SN1
Regional Directors



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



Mr. Robert L. Tunstall
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

AUG 26 1987

Re: Class Action
Roselle, IL 60194
H4C-4A-C.23528

Dear Mr. Tunstall:

On May 4, 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 the Form 1723 was properly completed as presented to the union.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. This is a local dispute suitable for regional determination by application of Postal Bulletin 21482 dated October 25, 1984, which states:

"2. Frequency. Prepare a new form for each assigned period. A period begins at the time of change, and ends when employee returns to his or her regular tour or begins a different assignment."

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

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

R. Tunstall

-2

Time limits were extended by mutual consent.

Sincerely,

Eileen Chilek

Eileen Chilek
Grievance & Arbitration
Division

Robert L. Tunstall 11-2-87

Robert L. Tunstall
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO

FORM 1723, ASSIGNMENT ORDER, INSTRUCTIONS

Form 1723, *Assignment Order*, has been revised with an edition date of April 1984. The form was distributed to the supply centers the week of 10/1/84. Supply centers will continue to issue any remaining stock of the previous edition of Form 1723.

The following instructions were to have been printed on the reverse of the form; however, they were inadvertently omitted. The *Employee and Labor Relations Manual* and Handbooks F-21, *Timekeepers' Instructions*, and F-22, *PSDS Timekeepers' Instructions*, will be amended accordingly to reflect these instructions for the use of Form 1723.

Instructions for Form 1723

1. *Purpose.* Complete Form 1723 to record management-directed assignment changes involving:

a. Temporary assignments to perform duties other than those in employee's official job description, including higher level and training assignments.

b. Scheduled hours and/or days off when schedule change is not posted.

2. *Frequency.* Prepare a new form for each assigned period. A period begins at the time of

change, and ends when employee returns to his or her regular tour or begins a different assignment.

3. *Approvals:*

a. Schedule changes may be approved by immediate supervisor.

b. Approvals for temporary job assignments are as follows:

Calendar days	Approval level
Up to 30	Responsible supervisor
More than 30/up to 90: Field employee	MSC manager.....
Regional employees ...	Applicable regional director.
HQ and HQ ASFs	Applicable APMG.....
Extension beyond 90.....	Appropriate RPMG or SAPMG.

4. _____. If employee is unable to sign the form, supervisor should indicate the date and how the employee was notified in the employee signature space.

—Employee Relations Dept. 10-25-84.

ABSENTEE BALLOTING MATERIALS



**MUST NOT BE DETAINED OR
TREATED AS UNPAID MAIL**



SEE 137.5, DMM

DISCRIMINATION

INDEX

EEO

Article 2

Definition of "Arbitrary"

Article 19: Discrimination

- ELM 311.12 "any non-merit factor", "union or political affiliation"
 - ELM 661.51 "any other non-merit factor"
 - ELM 911.1 Membership in Labor Organization
 - ELM 666.1 Discharge of Duties
 - ELM 666.2 Behavior and Personal Habits
 - ELM 666.86 Disciplinary Action
 - ELM 668.112(d) Prohibited Discrimination: Conduct Which Does not Adversely Affect Performance.
 - ELM 668.114 Improper Employment and Placement Practices
 - ELM 668.117 Reprisal for Exercising Appeal Rights
 - ELM 668.118 Reprisal for Release of Information
 - ELM 668.34 Protection Responsibility
-

671.11 EEO

671.111 It is the policy of the Postal Service to provide equal employment opportunity for everyone, without regard to race, color, religion, sex, age (40 and above), national origin, physical or mental handicap, or because they previously engaged in EEO activity. This policy applies to all employment matters, including but not limited to, recruitment, hiring, assignments, promotions, transfers, benefits, and discipline.

671.112 The USPS is unequivocal in its opposition to all forms of discrimination and will not tolerate individuals who consider illegal discriminatory factors as a basis for postal employment decisions or related practices. The USPS recognizes the need to address complaints that arise from alleged discriminatory practices and maintains a process for counseling, investigating, and attempting to resolve such complaints.

671.12 Affirmative Action. The USPS considers affirmative action an essential element of its equal employment opportunity efforts as well as an important business objective. The USPS maintains special emphasis programs and other affirmative action activities to eliminate barriers to equal employment opportunity and to ensure that women and minorities are able to compete at all levels of the organization. Minorities are defined as Blacks, Hispanics, American Indians/Alaskan Natives, and Asian Americans Pacific Islanders.

ARTICLE 2

NON-DISCRIMINATION AND CIVIL RIGHTS

Section 1. Statement of Principle

The Employer and the Unions agree that there shall be no discrimination by the Employer or the Unions against employees because of race, color, creed, religion, national origin, sex, age, or marital status.

In addition, consistent with the other provisions of this Agreement, there shall be no unlawful discrimination against handicapped employees, as prohibited by the Rehabilitation Act.

BLACK'S LAW DICTIONARY

Definitions of the Terms and Phrases of
American and English Jurisprudence,
Ancient and Modern

By

HENRY CAMPBELL BLACK, M. A.

Author of Treatises on Judgments, Tax Titles, Intoxicating Liquors,
Bankruptcy, Mortgages, Constitutional Law, Interpretation
of Laws, Rescission and Cancellation of Contracts, Etc.

FIFTH EDITION

BY

THE PUBLISHER'S EDITORIAL STAFF

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WEST PUBLISHING CO.

1979

Arbitrary. Means in an "arbitrary" manner, as fixed or done capriciously or at pleasure. Without adequate determining principle; not founded in the nature of things; nonrational; not done or acting according to reason or judgment; depending on the will alone; absolutely in power; capriciously; tyrannical; despotic; *Cornell v. Swisher County, Tex.Civ.App., 78 S.W.2d 1072, 1074.* Without fair, solid, and substantial cause; that is, without cause based upon the law, *U. S. v. Lotempio, D.C.N.Y., 58 F.2d 358, 359;* not governed by any fixed rules or standard. Ordinarily, "arbitrary" is synonymous with bad faith or failure to exercise honest judgment and an arbitrary act would be one performed without adequate determination of principle and one not founded in nature of things. *Huey v. Davis, Tex.Civ.App., 556 S.W.2d 860, 865.*

Arbitrary and capricious. Characterization of a decision or action taken by an administrative agency or inferior court meaning willful and unreasonable action without consideration or in disregard of facts or without determining principle. *Elwood Investors Co. v. Behme, 79 Misc.2d 910, 361 N.Y.S.2d 488, 492.*

311.12 Prohibition of Discrimination. The recruitment, assignment, promotion, and training functions of the Postal Service may not discriminate for any nonmerit reason such as race, color, religion, sex, age (40+), union or political affiliations, marital status, or physical or mental handicap with respect to any position which may be efficiently performed by a person with the mental or physical impairment. Equal opportunity is afforded to all employees. Position changes and advancement may be based solely on merit, applicable experience, knowledge, skills, abilities, and the physical requirements specified for the vacancy being filled.

661.5 Other Prohibited Conduct

661.51 Discrimination. No employee while acting in an official capacity will directly or indirectly authorize, permit, or participate in any action, event, or course of conduct which subjects any person to discrimination, or results in any person being discriminated against, on the basis of race, color, religion, sex, national origin, age (40+), or physical or mental handicap, or any other nonmerit factor.

911 Participation and Membership in Labor Organizations

911.1 Right to Participation

Each postal employee has the right, freely and without fear of penalty or reprisal, to form, join, or assist a labor organization or to refrain from any such activity. Each employee is protected in the exercise of such rights. Except as specified in 911.3, this right extends to participation in the management of the organization and acting as an organization representative. It includes presentation of the organization's views to officials of the USPS, officials of the Executive Branch, the Congress, or other appropriate authority.

666 USPS Standards of Conduct

666.1 Discharge of Duties

Employees are expected to discharge their assigned duties conscientiously and effectively.

666.2 Behavior and Personal Habits

Employees are expected to conduct themselves during and outside of working hours in a manner which reflects favorably upon the Postal Service. Although it is not the policy of the Postal Service to interfere with the private lives of employees, it does require that postal personnel be honest, reliable, trustworthy, courteous, and of good character and reputation. Employees are expected to maintain satisfactory personal habits so as not to be obnoxious or offensive to other persons or to create unpleasant working conditions.

666.86 Disciplinary Action. Postal officials will take appropriate disciplinary measures to correct violations of these requirements.

668 Restrictions

668.1 Prohibited Personnel Practices

668.11 Restrictions

668.112 Prohibited Discrimination

a. Political Affiliation. No discrimination may be exercised, threatened, or promised by any person or in favor of any employee, eligible, or applicant because of political affiliation except as may be authorized or required by law.

b. Marital Status. No person may be discriminated against because of marital status in connection with examination, appointment, reappointment, reinstatement, reemployment, promotion, transfer, demotion, removal, or retirement.

c. Race, Color, Religion, Sex, Age (40+), National Origin, or Physical or Mental Handicap. See subchapter 670.

d. Conduct Which Does Not Adversely Affect Performance. No person may be discriminated for or against on the basis of conduct which does not adversely affect that person's performance or the performance of others; except that in determining suitability or fitness of that person, any conviction for any crime under the laws of any state, of the District of Columbia, or of the United States may be taken into account.

668.114 Improper Employment and Placement Practices. Deceitfully or willfully obstructing or improving the prospects of any person competing for a position by granting a preference or advantage not authorized by law, rule, or regulation (including defining the scope or manner of competition or the requirements for a position), or by influencing anyone to withdraw from competition for a position is prohibited.

668.117 Reprisal for Exercising Appeal Rights. Taking or failing to take any personnel action as a reprisal for the exercise of any appeal right granted by a law, rule, or regulation is prohibited.

668.118 Reprisal for Release of Information. No one may take or fail to take a personnel action as a reprisal for a disclosure of information by an employee or applicant which the employee or applicant reasonably believes evidences:

a. A violation of any law, rule, or regulation; or

b. Mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, if such disclosure is not specifically prohibited by law or if such information is not specifically required by Executive Order to be kept secret in the interest of national defense or the conduct of foreign affairs.

668.34 Protection Responsibilities. Employees must protect all information about individuals, all other Restricted Information, and all National Security Information against unauthorized use and disclosure.

REVIEW CLERK, PS-06

FUNCTIONAL PURPOSE

Checks assigned cases and racks for distribution accuracy; reviews incoming and/or outgoing mail removed from normal distribution channels; and takes appropriate action.

DUTIES AND RESPONSIBILITIES

1. Assists in checking assigned cases and racks for distribution, proficiency and accuracy and prepares reports of errors found for the attention of the immediate supervisor.
2. Assists the supervisor with on-the-job training in distribution, dispatching, labeling, pouching, and disposition of all classes of mail in accordance with established procedures.
3. Examines and disposes of incoming and/or outgoing mail which is un-ZIP Coded, mis-ZIP Coded, illegible, incomplete or incorrectly addressed.
4. Uses such references as, but not limited to, ZIP Code Directory, telephone directories, and local master schemes.
5. May rate mail with short-paid postage or mail being forwarded.
6. May maintain records of mail volumes, work hours; and assist supervisor in carrying out special distribution assignments.
7. Separates and manually distributes mail. May have scheme/s assignments.
8. Performs other job related tasks in support of primary duties.

SUPERVISION

Supervisor, Distribution Operations, or other designated supervisor.

SELECTION METHOD

Senior Qualified

BARGAINING UNIT

CLERK

(Continued on Next Page)

ARBITRATION AWARD

July 7, 1981

UNITED STATES POSTAL SERVICE

-and-

Case No. A8-NA-540A

AMERICAN POSTAL WORKERS UNION

Subject: Evaluation of New Standard Position - Authority of Arbitrator

Statement of the Issues: Whether the arbitrator has the authority under the National Agreement to consider the merits of a grievance protesting the evaluation of a new Standard Position?

If so, whether the arbitrator may rely on the terms of Article XIX in dealing with the merits of the dispute given the manner in which the grievance was appealed to arbitration?

If so, whether the Postal Service's action in placing the Review Clerk position in the PS-5 salary level was a violation of Article XIX?

Contract Provisions Involved: Articles III, XV and XIX of the July 21, 1978 National Agreement.

<u>Grievance Data:</u>	<u>Date</u>
Appeal to Arbitration:	February 1, 1980
Case Heard:	October 3, 1980;
	January 8, 1981
Briefs Filed:	February 23, 1981

Statement of the Award: The grievance is granted. The Review Clerk position should be placed in the PS-6 salary level and Review Clerks should be reimbursed for their loss of earnings in accordance with the terms of the National Agreement.

BACKGROUND

This grievance involves a dispute with respect to the proper evaluation of Review Clerk, a newly established standard position. The Postal Service has placed this position in the PS-5 salary level. The APWU claims that this ranking is not "fair, reasonable, and equitable" within the meaning of Article XIX of the National Agreement and that the Review Clerk should have been ranked in the PS-6 salary level.

Section 230 of the Employee and Labor Relations Manual refers to three types of positions. "Key Positions" are "benchmarks established through legislation to reflect clearly the various level distinctions..." They are expressed in general terms "to describe the duties and responsibilities of more than one employee." "Standard Positions" are "based on key positions, and are more specific..." but they too have descriptions which encompass the duties of more than one employee. "Individual Positions" are "based on key positions, but are usually defined in terms that describe the duties and responsibilities of an individual employee..." The purpose of such position descriptions is to provide a "basis for comparing the position [in question] with key positions and for aligning it with other positions in the Postal Service."

Section 233 of the Manual sets forth the evaluation process:

"233.1 Position Delineation

Evaluating a position requires a clear understanding of the position's duties, responsibilities and work requirements. Positions must be carefully described to clarify assignments so that equal pay for substantially equal work may be achieved.

"233.2 Basis for Ranking Positions

.21 Positions are ranked solely in terms of the level of duties, responsibilities, and work requirements, as compared to the key positions in Chapter B of Handbook P-1. The evaluator considers the difficulty of the work to be performed; the degree of responsibility to be exercised; the scope and variety of tasks involved;

and the conditions under which the work will be performed.

.22 The incumbent's knowledge, skills, and abilities are not considered in the evaluation...

"233.3 Evaluation of New Positions

When the duties and responsibilities of a newly created position cannot be matched to an existing key or standard position within the authority of the installation head or the regional compensation division, the [matter] is sent to the Headquarters Office of Compensation... The Headquarters Office... Job Evaluation Division, matches the position to an existing key, standard or individual position if possible. It may revise an existing standard position to incorporate the duties and responsibilities of the new position. It may establish a new standard or individual position when matching or revision is not possible."

For years, the Postal Service made use of Special Distribution Clerks and Distribution Review Clerks. The former primarily reviewed mail which had been removed from normal distribution channels on account of illegibility, incompleteness or incorrectness. They disposed of that mail, using their knowledge to forward it to the correct address or to return it to the sender. The latter primarily made proficiency checks on the mail distribution of others and gave on-the-job training in mail handling. They also, like the Special Distribution Clerk, occasionally reviewed and disposed of mail removed from normal channels. Both groups of clerks were required to have scheme knowledge, a "scheme" being "an officially published list of elements of address and their distribution which is part of a systematic plan to guide mail to its destination." They were expected to commit certain schemes to memory.

These were Standard Positions. They were evaluated in the PS-6 salary level. Their descriptions read in part:

Special Distribution Clerk

"Basic Function. Reviews incoming and outgoing mail removed from normal distribution channels

because of apparently illegible, incomplete, or incorrect address, or for other reasons; disposes of it on the basis of broad knowledge and special skill in mails distribution methods and problems.

"Duties and Responsibilities.

(A) Examines incoming mail with illegible, incomplete, or incorrect address, routing to proper destination, where possible, in accordance with detailed knowledge of city distribution, business firms, organizations, prominent personages, etc.

(B) Examines outgoing mail items which cannot be normally distributed because of apparently illegible, incomplete, or incorrect address, routing to proper destination, where possible, or routing to sender.

(C) Inspects outgoing mail items addressed to foreign countries which do not meet the mailing requirements of such countries; returns to sender with explanation.

(D) Refers mail matter which requires directory service to inquiry clerks.

(E) May perform any type of mail distribution..."

Distribution Review Clerk

"Basic Function. Responsible for...requiring the application of expert and comprehensive knowledge of incoming and/or outgoing schemes...

"Duties and Responsibilities...

(1) On a continuing basis, checks assigned cases and/or racks (within the scope of his expert and comprehensive knowledge) for distribution accuracy, preparing reports of errors found for the attention of the immediate supervisor. Ensures on-the-job training in dispatching distribution, labeling, pouching and disposition of

various classes of mail in accordance with authorized and established procedures. Responsible for the orientation of new personnel and the re-training of regular personnel as to techniques and procedures of new operations and technical changes in mail-handling operations.

(2) Constantly checks for errors, brings to the attention of the clerk with an explanation of proper handling...

(3) May review, on a part-time basis, incoming and outgoing mail removed from normal distribution channels because of apparently illegible, incomplete or incorrect address, or for other reasons which cannot be processed by distribution specialists; disposes of it on the basis of broad knowledge and special skills in mails distribution methods and problems of the postal installation..."

Incumbents of these clerk positions could be required to learn a large number of schemes. Some of them were expected to know as many as six or seven schemes. In May 1978, as a result of the settlement of several lawsuits filed against the Postal Service by its employees under the Fair Labor Standards Act, the Postal Service reconsidered some of its procedures. It decided that these clerks would thereafter be held accountable for no more than two schemes containing a maximum of 2,000 scheme items. It decided too that although clerks, mainly Distribution Review Clerks, would continue to make proficiency checks, the final check of anyone found lacking in proficiency would be the exclusive province of a supervisor or a scheme examiner.*

These changes prompted a reexamination of these clerk positions. The Postal Service concluded that the skill and responsibility demanded of the clerks had been reduced. It eliminated both positions and replaced them with a new Standard Position, Review Clerk. It prepared the following description:

* These instructions are found in Interim Publication 118, dated June 1978.

Review Clerk

"Basic Function. Checks assigned cases and racks for distribution accuracy, reviews incoming and/or outgoing mail removed from normal distribution channels and takes appropriate action.

"Duties and Responsibilities.

1. Assists in checking assigned cases and racks for distribution, proficiency and accuracy and prepares reports of errors found for the attention of the immediate supervisor.

2. Assists the supervisor with on-the-job training in distribution, dispatching, labeling, pouching, and disposition of all classes of mail in accordance with established procedures.

3. Examines and disposes of incoming and/or outgoing mail which is un-ZIP coded, mis-ZIP coded, illegible, incomplete or incorrectly addressed.

4. Uses such references as, but not limited to, ZIP Code directory, telephone directories, and local master schemes.

5. May rate mail with short paid postage or mail being forwarded.

6. May maintain records of mail volumes and work hours, and may assist the supervisor in carrying out special distribution assignments.

7. Separates and manually distributes mail. May have scheme(s) assignments..."

The Postal Service's evaluation expert believed this position was most comparable to three Key Positions: Distribution Clerk (KP-12), Window Clerk (KP-13), and Transfer Clerk (KP-15). These key positions were all in the PS-5 salary level. Management therefore placed the Review Clerk in PS-5.

The Postal Service wrote to the APWU on January 4, 1980, stating that the Special Distribution Clerk and Distribution Review Clerk positions were to be eliminated and that they

would be replaced by the new Review Clerk position. It added that the Review Clerk had been evaluated in the PS-5 level. It estimated this decision would affect approximately 1,100 employees. The APWU requested a meeting to discuss these changes. Such a meeting was held on January 22, 1980, the APWU arguing that the PS-5 rating for the Review Clerk was not "fair, reasonable, and equitable" under Article XIX. The Postal Service disagreed. In view of this dispute, the APWU appealed the matter to arbitration on February 1, 1980. Its appeal letter stated in part:

"Pursuant to Article XIX of the National Agreement the...[APWU] and the...Postal Service has been discussing the proposed elimination of the... Special Distribution Clerk...and Distribution Review Clerk...positions as outlined in your letter dated January 4, 1980.

"To be more specific, the Representatives of the...[APWU] met with your Representatives on January 22, 1980 concerning the contents of this letter...

"In order to protect our time limits as provided in Article XIX of the National Agreement, we hereby notify you that we are submitting this issue to Arbitration. It is our opinion that the proposed action violates Article V and Article XLIV of the National Agreement."*

Subsequent meetings to discuss this dispute were held on March 26, 1980, and sometime in April 1980. The APWU representatives repeated the position they had expressed in January.

The relevant portions of Article XIX (Handbooks and Manuals) provide:

"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

* The letter was written by J. Morgen, General President of the Clerk Craft, and was signed by E. Andrews, the then President of APWU.

Agreement, shall contain nothing that conflicts with 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 and that are fair, reasonable, and equitable. This includes, but is not limited to the Postal Service Manual...

"Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Unions at the national level at least thirty (30) days prior to issuance. At the request of the Unions, the parties shall meet concerning such changes. If the Unions, after the meeting, believe the proposed changes violate the National Agreement (including this Article), they may then submit the issue to arbitration in accordance with the arbitration procedure within thirty (30) days after receipt of the notice of proposed change..." (Emphasis added)

DISCUSSION AND FINDINGS

The APWU insists that the Postal Service's action in evaluating the Review Clerk position in the PS-5 salary level is not "fair, reasonable, and equitable" under Article XIX. The Postal Service resists this claim on three different grounds. First, it says the arbitrator has no authority under the National Agreement to determine whether Management's ranking of a position is correct or not. It believes the arbitrator may not "substitute his judgment for the right reserved by the Postal Service under Article III...to employ its own long standing evaluation procedures and operating guidelines in ranking newly established positions." Second, it says the arbitrator may not consider Article XIX in this case in view of the APWU's "fail[ure] to raise Article XIX in its request for arbitration or in any subsequent communication relative to this proceeding." Third, it says Management's ranking of the Review Clerk was not a violation of Article XIX. It contends that it "properly implemented its long standing ranking procedures as reflected in...the Employee and Labor Relations Manual ...in ranking the Review Clerk...at a level 5."

Each of these issues will be considered separately.

I - Arbitrator's Authority

The Postal Service urges the arbitrator has no authority to review the propriety of Management's ranking of a new Standard Position. This is not a matter of first impression. The same argument was made in Case No. AC-NAT-11991. Chairman Garrett rejected the Postal Service's views. His words are applicable to the present case as well:

"Article XIX thus clearly contemplates the continuing vitality of all USPS 'handbooks, manuals and published regulations...that directly relate to wages, hours or working conditions.' These must be 'continued in effect.' The only exception is that the USPS has the right to make changes that (1) are not inconsistent with the Agreement and (2) are 'fair, reasonable and equitable.'

"There can be no question that both the Postal Manual and the P-1 Handbook fall within the scope of Article XIX. Subchapter [230] of the Postal Manual includes a detailed exposition of principles and procedures for description and ranking of all bargaining unit positions. The P-1 Handbook, in turn, sets forth the descriptions and classifications of all Key and Standard Positions which apply in the respective bargaining units... Taken together, therefore, these basic materials provide a relatively complete and reasonably detailed system for classifying USPS bargaining unit positions. This system is fully protected and operative under Article XIX. The Impartial Chairman necessarily is obliged to direct compliance with any relevant provision in either the Manual or the Handbook when failure to comply therewith is shown in any given case.

"Here the USPS has established a new Standard Position which represents a change in the P-1 Handbook. Under Article XIX, this change must be 'fair, reasonable and equitable.' This controlling criterion has procedural as well as substantive connotations. As for procedure, it requires that no new Standard Position be established in the P-1 Handbook except in full compliance with the controlling principles and procedures of Subchapter [230] of the Postal Manual.

"The substantive requirements of the 'fair, reasonable and equitable' test are somewhat less obvious. Much of the parties' difficulty in grappling with this problem arose because that portion of the Postal Manual...which formerly provided for employee appeals to the Civil Service Commission (for a review of the ranking of the employee's position) became inoperative with the passage of the Postal Reorganization Act. It is because of this gap in Subchapter [230] that the Postal Service infers that no mechanism for any appeal on such a matter now exists for purposes of arbitration. Under this view, of course, the judgment of the USPS as to the proper rate level would be conclusive (i.e., presumptively 'fair, reasonable and equitable') if it had complied in good faith with Subchapter [230].

"This argument overlooks the fact that Article XIX plainly authorizes an appeal to arbitration whenever a new Standard Position is created. The Arbitrator's ruling in any such case, must be based on an objective application of the 'fair, reasonable and equitable' standard which is set forth explicitly in Article XIX..." (Emphasis added)

The Postal Service has offered no persuasive reasons for overruling this important precedent. Chairman Garrett's analysis of the issue is perfectly sensible. I find, accordingly, that I do have authority under Article XIX of the National Agreement to determine whether Management's ranking of the Review Clerk position satisfied the "fair, reasonable and equitable" test. The Postal Service's emphasis of its broad powers under Article III (Management Rights) ignores the fact that these rights are expressly "subject to the provisions of this [National] Agreement", including Article XIX.

I I - Scope of APWU Argument

The Postal Service stresses that the February 1, 1980 APWU letter appealing this dispute to arbitration alleged a violation only of Article V and Article XLIV. It contends that the letter's failure to assert a violation of Article XIX should preclude the APWU from relying on Article XIX in this arbitration proceeding.

This claim is not persuasive. Where, as in the present case, an Article XIX change occurs, the APWU has certain procedural rights. It may initially request a meeting to discuss the proposed change. Then, assuming it believes the change would constitute a violation of the National Agreement, it may "submit the issue to arbitration in accordance with the arbitration procedure within thirty...days." The submission is not to Step 4 of the grievance procedure; the submission is directly to arbitration. That is a crucial distinction. The Step 4 procedures* that call for the Union President to "specify in detail...the precise interpretive issue to be decided and the contention of the Union" are not applicable here. No such requirement is found in Article XV with respect to grievances which are appealed directly to arbitration. Nowhere did the parties state in Article XV what exactly the Union President is required to say when taking an Article XIX case directly to arbitration. The parties appear to have overlooked this situation. Thus, nothing in the National Agreement limits the APWU to the alleged violations cited in its February 1, 1980 letter.

Article XIX was mentioned twice in that letter. The APWU's failure to refer to that article then as one of the alleged violations seems to have been a mere oversight. For the President of the Clerk Craft testified that APWU representatives raised an Article XIX substantive claim** in meetings with Postal Service representatives both before and after the February 1, 1980 letter. The Postal Service does not deny this. Therefore, it could hardly have been surprised by the APWU's reliance on Article XIX in arbitration. It was prepared to respond to this Article XIX argument. It certainly will not be unfairly prejudiced by this ruling that Article XIX is properly before me in this proceeding.

For these reasons, I find no sound basis for barring the APWU from making its Article XIX argument in this case.

* See Article XV, Section 3, Step 4(d).

** The claim, more specifically, was that the proposed Review Clerk salary level was not "fair, reasonable, and equitable" under Article XIX.

I I I - Review Clerk Evaluation

The merits of this dispute involve the application of the Article XIX "fair, reasonable, and equitable" test to the Postal Service's ranking of the Review Clerk position in the PS-5 salary level. The Postal Service maintains this evaluation was correct; the APWU disagrees.

Chairman Garrett sought to explain in Case No. AC-NAT-11991 how this test was to be administered in reviewing a Postal Service position evaluation. He believed the phrase "fair, reasonable, and equitable" could be given "a reasonably precise meaning" by referring to Subchapter 230 of the Postal Manual and the P-1 Handbook. He identified the basic principle as "equal pay for substantially equal work..." He emphasized the ranking criteria to be used in applying this principle, namely, difficulty of the work performed, degree of responsibility exercised, scope and variety of tasks required, and working conditions involved. He concluded:

"Under these controlling provisions each new position must be placed in the appropriate salary level on the basis of its duties, responsibilities, and work requirements when compared with those of the Key Positions initially established by the Congress in Public Law 68... [Sections 232 and 233] further recognizes, however, that existing Standard Positions, various individual positions, and the established ranking criteria 'will be used along with key positions to facilitate appropriate salary level determinations.' Given the small number of established Key Positions, indeed, such reliance upon existing Standard Positions (as additional benchmarks in elaboration of the Key Positions) is clearly essential to effective administration of the USPS salary structure."

Any analysis of this dispute must begin by stressing the nature of the action taken by the Postal Service. The Distribution Review Clerk and Special Distribution Clerk positions were in the PS-6 salary level. They were eliminated. They were replaced by the Review Clerk. This new position encompasses substantially the same work that the Distribution Review Clerk and Special Distribution Clerk once performed. It is, realistically viewed, an amalgam of the latter two positions. Given these circumstances, the presumption must be that the Review Clerk should be ranked no differently than the positions it replaced.

The Postal Services argues that the Review Clerk involves less responsibility and less difficulty than its predecessor positions. Specifically, it relies on the limitations placed on the Review Clerk's proficiency check of others and on the limitations placed on the number of schemes the Review Clerk can be required to learn. It believes these differences are significant enough to warrant disregarding the Distribution Review Clerk and Special Distribution Clerk positions as appropriate comparisons.* It urges it has properly compared the Review Clerk to other Key Positions and has properly slotted the Review Clerk in the PS-5 salary level.

As for the proficiency check, the Review Clerk "check[s] ...assigned cases and racks for distribution, proficiency and accuracy and prepares reports of errors found..." His check is a means of making sure that mail distribution personnel are performing their jobs proficiently. This is precisely the same work that the Distribution Review Clerk did in the past. A Postal Service Job Analyst testified that the proficiency check, whether done by a Review Clerk or a Distribution Review Clerk, is "exactly the same in practice."

Nevertheless, the Postal Service claims the Review Clerk's situation is different and his responsibility on proficiency checks is somehow less than his predecessors. It points to Interim Publication 118 which permits Review Clerks to make the first and second proficiency checks** but requires the final check (i.e., a case re-examination in the event of a lack of proficiency) to be made by a scheme examiner or a disinterested supervisor.

The fact is, however, that supervision has always had primary responsibility for proficiency checks. Supervisors have always been required to be involved in case and rack checking. They were previously assisted by Distribution Review Clerks; they are now assisted by Review Clerks.

* It alleges that another difference concerns on-the-job training. But this allegation is flatly contradicted by its Job Analyst who testified that "there is no difference" between the way in which the Review Clerk and Distribution Review Clerk carry out their on-the-job training responsibilities.

** A Postal Service Program Manager testified that Review Clerks would do only the first check with a supervisor or scheme examiner doing the subsequent checks. However, Interim Publication 118 suggests that a second check (as contrasted to a case re-examination) could also be made by a Review Clerk.

Nothing in the evidence indicates that the Review Clerk's responsibility in this regard is any different from what the Distribution Review Clerk's responsibility had been. The record does not reveal who performed the final check, the one which could result in an employee's reassignment or termination, prior to Interim Publication 118. It is difficult to believe that supervision would not have been intimately involved in such a check. That continues to be true. There does not appear to have been any meaningful change in the responsibility for proficiency checks.

As for scheme knowledge, the Review Clerk may be required to learn no more than two schemes containing a maximum of 2,000 scheme items. His predecessors were ordinarily expected to know more than two schemes, more than 2,000 scheme items. To this extent, the Review Clerk position is less difficult than the Distribution Review Clerk or the Special Distribution Clerk. But it must be remembered that scheme knowledge is still part of the Review Clerk's position. All that has happened is that Management has reduced the amount of scheme knowledge required.

There are other considerations as well. The Review Clerk is expected to do more than a Distribution Review Clerk, more than a Special Distribution Clerk. He must be able to perform the duties of both of these positions. Moreover, he is required to "use such references as...ZIP Code directory, telephone directories, and local master schemes." These written reference materials were not used by his predecessors.* Although their use does not involve as high a level of skill as scheme knowledge, these materials do add to the scope and variety of the Review Clerk's duties. The Review Clerk is also expected to "maintain records of mail volumes and work hours...", a task nowhere mentioned in his predecessors' position descriptions.

To summarize, the Review Clerk position is not absolutely identical to its predecessors. It appears to be somewhat less difficult because of the reduction in scheme knowledge. But it also appears to be somewhat broader in the scope and variety of its duties. The one factor seems to be offset by

* The Distribution Review Clerk, for instance, would simply "refer...mail matter which require[d] directory service to inquiry clerks."

the other. Beyond these changes, however, there remains an essential identity of work and function between the current Review Clerk and the former Distribution Review Clerk and Special Distribution Clerk. On balance, the only convincing comparison for the Review Clerk for purposes of evaluation is plainly the predecessor positions. From the standpoint of work difficulty, responsibility, variety, and working conditions, there can be little doubt that the Review Clerk belongs in the same salary level as the predecessor positions. Any other conclusion would ignore the controlling principle of "equal pay for substantially equal work..."

I find, accordingly, that the Postal Service's placement of the Review Clerk position in the PS-5 salary level fails to satisfy the "fair, reasonable, and equitable" test in Article XIX. There has been a violation of this provision. The Review Clerk position belongs in the PS-6 salary level.

AWARD

The grievance is granted. The Review Clerk position should be placed in the PS-6 salary level and Review Clerks should be reimbursed for their loss of earnings in accordance with the terms of the National Agreement.


Richard Mittenthal, Arbitrator

SPECIAL POSTAL CLERK, FS-06

FUNCTIONAL PURPOSE

Has charge, either at a workstation separated from the area regularly watched over by a supervisor, or during a tour on which no supervisor is present, of a mail processing activity carried out personally or with assistance of a limited number of mail processing employees.

OPERATIONAL REQUIREMENTS

This job is assigned to mail processing. The employee is on duty by himself, or with a limited number of mail processing employees, or performs an assignment comparable to it.

DUTIES AND RESPONSIBILITIES

1. Makes primary and one or more secondary distributions of incoming or outgoing mails, or both, based on a knowledge of the applicable distribution scheme or schemes.
2. Maintains direct contacts with persons picking up mails in bulk from or delivering it to the postal facility during the tour.
3. Personally resolves problems of a routine nature arising during the tour and decides when problems warrant contacting a supervisor at his home or other location away from the facility.
4. Keeps required records for such matters as mail on hand and processed.
5. May provide leadership to one or more clerks when assigned to the tour or a portion of the tour.

124

SUPERVISION

Supervisor of unit to which assigned.

SELECTION METHOD

Senior Qualified

BARGAINING UNIT

CLERK

KEY POSITION REFERENCE

KP-0015

(End of Document)

SPECIAL POSTAL CLERK, PS-06

FUNCTIONAL PURPOSE

Has charge, either at a workstation separated from the area regularly watched over by a supervisor, or during a tour on which no supervisor is present, of window service activities carried out personally or with assistance of a limited number of employees.

OPERATIONAL REQUIREMENTS

This job is assigned to window and related services. The employee is at a work station geographically separated from the parent installation, such as the plant of a mail order firm originating a large volume of mail, or an assignment comparable to it.

DUTIES AND RESPONSIBILITIES

1. Provides that employees of the originating firm who handle its outgoing bulk mail are sufficiently informed of and trained in the application of relevant postal regulations and practices to contribute effectively to the activity of which the clerk is in charge.
2. Weighs or oversees the weighing of the mail and the payment of the required postage.
3. Accepts and provides receipts for insured or COD mail.
4. In addition, may make a primary separation of the mail or take receipts from the firm for returned COD and insured mail.

125

SUPERVISION

Supervisor of unit to which assigned.

SELECTION METHOD

Senior Qualified

BARGAINING UNIT

CLERK

KEY POSITION REFERENCE

KP-0015

(End of Document)

REGULAR ARBITRATION PANEL

IN THE MATTER OF THE ARBITRATION)

between)

UNITED STATES POSTAL SERVICE)

and)

AMERICAN POSTAL WORKERS UNION)

CLASS ACTION

WATFORD CITY, NORTH DAKOTA

C4C-4S-C 27297

BEFORE:

James P. Martin

APPEARANCES:

For the U.S. POSTAL SERVICE:

Violet L. Flemmer

For the UNION

James D. Lundquist

Place of Hearing:

Watford City, North Dakota

Date of Hearing:

May 18, 1990

AWARD:

Management was in violation of the Agreement when it failed to pay Higher Level pay to the Senior Clerk on duty in the absence of the Postmaster, except for hours when that employee was paid Postmaster Replacement Pay; that the appropriate Clerk is to be made whole for all time spent working as a Special Postal Clerk from the date of the filing of the Grievance on.

July 16, 1990


James P. Martin
Impartial Arbitrator

ISSUE

Was Management in violation of the Agreement when it refused to pay Higher Level Pay, at the Special ^{POSTAL} Clerk Rate, to the Clerk who was in charge when the Postmaster was gone for meetings, training, part-day leave, etc., except for those hours when the Clerk in charge received Postmaster Replacement Pay? If so, what is the remedy?

NATURE OF CASE

Watford City is a Level EAS-15 Post Office. The staff is a Postmaster, one full-time and two PTF Clerks, and one Rural Carrier. The office is open from 8:00 a.m. to 5:00 p.m. six days per week. It is obvious that the Postmaster must be absent on some occasions, attending meetings, or training sessions, or taking annual leave. Under the ASM, Section 123.4, the Postmaster determines the need for assigning someone in his own relief. The Clerk is authorized to act as a POA in relief of the Postmaster when the Post Office is open to the public, and when the Postmaster is away from the local area or not in a duty status,

for example, on the Postmaster's regular day off or when the Postmaster is on official leave. Further, it was stipulated that the Postmaster's regular day off is Saturday, and the window is open from 11:00 a.m. to 1:00 p.m. The Clerk would be authorized to act as a POA during that period on a weekly basis, except that the Postmaster has determined it is not necessary to assign a relief during that period. In addition, the Postmaster has determined that no relief is necessary for her absences unless she is on annual leave.

The instant Grievance was filed on December 16, 1986, asking for Higher Level pay when the Postmaster is gone to meetings, training, or part-day leaves, not on the basis of being a replacement for the Postmaster, but on the basis of acting as a Special Postal Clerk, PS6. *Management* argues that ASM Section 123.42 does not allow appointment of a Postmaster Relief when the Postmaster is in a duty status, away from the office but in the general vicinity, attending training or meetings. However, a Relief for the Postmaster would be paid at the rate of two grades below the Postmaster, which would be an EAS-13. According to the Union, the ASM does not discuss nor prohibit Higher Level Pay, in cases where the employee performs the functions of a Special Postal Clerk, in the absence of the Postmaster.

According to Management, the Postmaster, when away from the office in a duty status, is still responsible for the entire operation of the Post Office. The Postmaster can be reached if a problem arises and can make any decisions necessary. The Clerks in the office are doing no work that they do not do in the presence of the Postmaster, and the Postmaster has determined that relief under those circumstances is not necessary. The ASM authorizes the Postmaster to make that decision, and there is no showing that the decision was made arbitrarily nor capriciously. The Clerk or Clerks in the office perform the same function with or without the Postmaster, do not perform the functions of a Special Postal Clerk, and are not entitled to higher level pay on any basis. The Grievance should be denied.

According to the Union, the Clerk in charge in the absence of the Postmaster patently perform the functions of a Special Postal Clerk, and is entitled to Higher Level pay. No claim is made for the still higher pay of a Postmaster Relief Appointment, since the Postmaster, while authorized at least part of the time, has determined not to appoint such a relief for herself. Whether relieving or not, when an employee performs higher level duties, he is entitled to higher level pay. That is the case in this

case, the Grievance should be allowed as meritorious, with the Clerk in charge made whole from December 3, 1986.

APPLICABLE CONTRACT PROVISIONS

ARTICLE 25 HIGHER LEVEL ASSIGNMENTS

Section 1. Definitions

Higher level work is defined as an assignment to a ranked higher level position, whether or not such position has been authorized at the installation.

Section 2. Higher Level Pay

An employee who is detailed to higher level work shall be paid at the higher level for time actually spent on such job. An employee's higher level rate shall be determined as if promoted to the position. An employee temporarily assigned or detailed to a lower level position shall be paid at the employee's own rate.

Section 3. Written Orders

Any employee detailed to higher level work shall be given a written management order, stating beginning and approximate termination, and directing the employee to perform the duties of the higher level position. Such written order shall be accepted as authorization for the higher level pay. The failure of management to give a written order is not grounds for denial of higher level pay if the employee was otherwise directed to perform the duties.

123.42 Postal Operations Administrator. In those offices with an assigned career clerk, the clerk is authorized to act as a Postal Operations Administrator (POA) in relief of the postmaster when the post office is open to the public and only when the postmaster is away from the local area or is not in a duty status—that is, on the postmaster's regular day off or when the postmaster is taking personal absence or on official leave. At other times when the postmaster is in a duty status and away from the office but remains in the general vicinity, such as when attending training or meetings at the MSC, relief is not authorized. In these cases, the postmaster continues to retain responsibility for the operation of

the office even though not physically present. Higher level pay as a POA is authorized at two grades below the grade of the postmaster.

Salary Level PS-6

Title: Special Postal Clerk
Key Position Reference No. 15

BASIC FUNCTION. Has charge, either at a work station separated from the area regularly watched over by a supervisor, or during a tour on which no supervisor is present, of a mail processing activity carried out by himself or with assistance of a limited number of mail processing employees.

DUTIES AND RESPONSIBILITIES. Performs one of the following assignments or an assignment comparable to it:

- (A) At a work station geographically separated from the parent postal installation, such as the plant of a mail order firm originating a large volume of mail:
- (1) Provides that employees of the originating firm who handle its outgoing bulk mail are sufficiently informed of and trained in the application of relevant postal regulations and practices to contribute effectively to the activity of which the clerk is in charge.
 - (2) Weighs or oversees the weighing of the mail and the affixing of the required postage.
 - (3) Accepts and provides receipts for insured or COD mail.
 - (4) In addition, may make a primary separation of the mail or take receipts from the firm for returned COD and insured mail.
- (B) On duty by himself, or with a limited number of mail processing employees.
- (1) Makes primary and one or more secondary distributions of incoming or outgoing mails, or both, based on a knowledge of the applicable distribution scheme or schemes.
 - (2) Maintains direct contacts with persons picking up mails in bulk from or delivering it to the postal facility during the tour.
 - (3) Personally resolves problems of a routine nature arising during the tour and decides when problems warrant contacting a supervisor at his home or other location away from the facility.
 - (4) Keeps required records for such matters as mail on hand and processed.
 - (5) May provide leadership to one or more clerks when assigned to his tour or a portion of his tour.

ORGANIZATIONAL RELATIONSHIP. Reports to a designated supervisor.

DISCUSSION

This case has many of the elements of an Apples and Oranges argument. The Union claims that the Clerk in charge is doing higher level pay work as a Special Postal Clerk, PS6, and is entitled to the pay for that position under Article 25. Management defends on the basis that the Clerk in charge has not been appointed as Postmaster Relief, such appointment is controlled by, and banned by, the ASM, the Clerk in charge is not therefore entitled to EAS-13 pay, the Clerk in charge does not function as a Postmaster Relief, and is therefore also not doing higher level pay.

Since the Union filed the Grievance, it has the first right to state what^{is}_A is complaining about. The evidence and arguments made it clear that the Union is complaining only about the failure of the Clerk in charge to receive higher level pay as a PS6. Management's arguments that the ASM controls the appointment of Postmaster Relief, and in this case bars it, is irrelevant; were the Union to be demanding EAS-13 pay for the Clerk in charge, then the ASM would require a finding in favor of Management. Since the Union is not, Management must show that the work done by the Clerk in charge during the absence of the Postmaster

was not work within the position description of the Special Postal Clerk. This it has failed to do.

It is incumbent upon the Union, as the moving party, to prove that the Clerk in charge did the core duties of the Special Postal Clerk. The Senior Clerk testified that she performed each of the duties and responsibilities set out under (B) of the Special Postal Clerk position description: Distributes the mail, based upon a distribution scheme; essentially deals with the public in pick-up and delivering mail; personally resolves problems of a routine nature arising during the Tour and decides when problems warrant contacting a Supervisor (Postmaster) at home or other location away from the Facility; keeps required records; and may provide leadership to another Clerk during a portion of her Tour. The basic function, as performed according to the Senior Clerk's testimony, is having charge of a mail processing activity carried out by herself or with the assistance of one or two other mail processing employees. Testimony at the Hearing was that the Postmaster was present during the year preceeding the ~~grievance~~ on one Saturday, part-time, except for two emergencies which required her to come to the Post Office. The position description of the Special Postal Clerk does not

require that employee to do work other than Postal Clerk work, of a higher nature, in order to warrant the PS6 salary level, but rather, requires the performance of the same duties as a person in charge, or a person on duty by himself. It appears that the need to resolve problems on one's own, or to decide when it is necessary to call for help, as is the case here, creates the essential difference between a PS5 and PS6 Clerk. Testimony in this case convinces me that the Clerk in charge at the Watford City Post Office performs the core duties of a Special Postal Clerk, even though not appointed to relieve the Postmaster, and is therefore entitled to higher level pay for the periods during which such functions are performed.

Since no evidence was introduced to show a difference in functions performed by the Senior Clerk from the filing of the Grievance, December of 1986, through the time of the Hearing, an Award of higher level pay must be made for that period. Other than the evidence concerning a full-day on Saturday, no evidence was presented to allow an Award to go beyond the generic. For the periods of time when the Union can prove the Clerk in charge performed Special Postal Clerk duties, as set out in this Award, that Clerk is entitled to higher level pay. If agreement can not be reached as to the hours involved, then the conflict must be resolved in the usual manner.

CONCERNING USE OF FULL-TIME
EMPLOYEES ON RELIEF AND
POOL ASSIGNMENTS

Relief and pool assignments, sometimes called "flexible relief work cycle" assignments are utilized to cover absences of employees holding regular bid assignments and other situations where the assignment is uncovered. Such relief and pool assignments also enable management to accommodate employee requests for unscheduled leave. It is recognized that the concept of a relief or pool assignment necessarily entails a degree of uncertainty in scheduling employees filling such assignments.

In order to minimize this uncertainty, the parties have agreed to the following principles to be applied to the establishment and operation of relief and pool assignments.

1. The Postal Service may establish new or additional relief and pool assignments in any installations. The Postal Service shall consult with the Union before management makes a final decision with respect to the establishment of such assignments in any installations where they do not presently exist.

2. Relief and pool assignment postings will specify the nature of the assignment by enumerating the type and location of assignments to be relieved; e.g.

"the pool employee will cover absences of window employees assigned to classified stations and branches, as well as main office windows."

The degree of specificity included may vary with the size of the installation in that in some offices with a large relief pool a particular relief assignment could be limited to a relatively small area of coverage, whereas in other offices the nature of the assignment may have to be broader.

3. Relief and pool assignments will have fixed days off, which may be on a rotating basis.

4. Relief and pool assignments will have fixed hours. However, hours of duty may vary from day to day; for example:

Monday	6:00 a.m.	-	2:30 p.m.
Tuesday	9:00 a.m.	-	6:00 p.m.
Wednesday	12:00 noon	-	8:30 p.m.
Thursday	8:30 a.m.	-	5:30 p.m.
Saturday	6:00 a.m.	-	3:00 p.m.

5. An employee holding a relief or pool assignment, as described above, will be paid at the overtime rate for those hours worked which are outside his normal, regularly scheduled

work week, except under the following circumstances:

(a) When management informs the employee that he is to cover an assignment having a schedule different from the relief or pool employee's regular schedule for a period of one week (five working days) or longer, the relief or pool employee will assume the new schedule and will not receive overtime pay for those hours worked in such new schedule which are outside of his normal regular schedule. However, the relief or pool employee will be entitled to overtime pay for those hours worked outside of his normal, regularly scheduled work week (i) unless and until management informs him in writing that he is to work a new schedule for a week or longer, or (ii) if the relief or pool employee in fact works the new schedule for less than a week after he is so informed by management; or

(b) When management tells him to perform functions which predictably occur at the end of an accounting period; e.g., those of Timkeeper or Civil Service Examiner.

James C. Gildea
Assistant Postmaster General
Labor Relations Department

Francis S. Filbey, General
President, American Postal
Workers Union, AFL-CIO

Dated at Washington, D.C.

this day of 1975.

NORTHEAST REGION
NEW YORK, N.Y.

Subject: Memorandum of Understanding + Flexible
Relief and Pool Assignments

To: Postmasters - All 1st and 2nd Class Post Offices

Operations Managers - NYB&PMC
Springfield Bulk Mail Center
Meadows Facility
AMF-JFK

Attached is the Memorandum of Understanding of March 3, 1975 between the USPS and the American Postal Workers Union concerning the issue of utilization of full-time regular employees in flexible relief and pool assignments. In order to insure the uniform implementation and administration of this Memorandum in an expeditious manner, the following is considered pertinent:

GENERAL

- 1) This Memorandum applies only to the APWU, AFL-CIO.
- 2) Your SCF Director of Employee & Labor Relations and District Employee & Labor Relations Executive are available to answer any questions you may have concerning the implementation and administration of this Memorandum.

ANALYSIS

1) Contract Language

Relief and pool assignments, sometimes called "flexible relief work cycle" assignments are utilized to cover absences of employees holding regular bid assignments and other situations where the assignment is uncovered. Such relief and pool assignments also enable management to accommodate employee requests for unscheduled leave. It is recognized that the concept of a relief or pool assignment necessarily entails a degree of uncertainty in scheduling employees filling such assignments.

In order to minimize this uncertainty, the parties have agreed to the following principles to be applied to the establishment and operation of relief and pool assignments.

1. The Postal Service may establish new or additional relief and pool assignments in any installations. The Postal Service shall consult with the Union before management makes a final decision with respect to the establishment of such assignments in any installations where they do not presently exist.

Interpretation

- a) To "consult" with the Union only means to discuss and explore alternatives. It does not mean agreement between the parties must be reached. The decision whether or not to create a flexible relief and pool assignment is strictly

a management prerogative as long as such decision is not patently arbitrary and indiscriminately made to circumvent the spirit and intent of this Memorandum.

- b) Consultation under this Memorandum is only mandated when new or additional flexible relief and pool assignments are created when in fact none existed in the past. However, it is recommended, in the spirit of better union and management relations, that when existing flexible relief and pool assignments are reposted to conform to this Memorandum that the union be afforded an opportunity to discuss the assignment to be reposted.
- c) Any presently existing flexible relief and pool assignment(s) not in conformance with this Memorandum are to be reposted.

2) Contract Language

2. Relief and pool assignment postings will specify the nature of the assignment by enumerating the type and location of assignments to be relieved; e.g.

"the pool employee will cover absences of window employees assigned to classified stations and branches, as well as main office windows."

The degree of specificity included may vary with the size of the installation in that in some offices with a large relief pool a particular relief assignment could be limited to a relatively small area of coverage, whereas in other offices the nature of the assignment may have to be broader.

Interpretation

The creation or reposting of a flexible relief and pool assignment must be based on a legitimate need to provide relief coverage to other assignments not covered due to annual leave, sick leave and/or non-scheduled days off. The creation and reposting of a so-called "relief" position is not permitted if in fact the position created or reposted does not specifically exist to provide flexible relief coverage of other assignments.

3) Contract Language

3. Relief and pool assignments will have fixed days off, which may be on a rotating basis.

Interpretation

The determination of whether or not the flexible relief and pool assignment shall have a work schedule of fixed days off or days off on a rotating basis must be in compliance with the language contained in the local memorandum of understanding negotiated pursuant to Article 30, Item # 2 of the 1973 National Agreement.

4) Contract Language

4. Relief and pool assignments will have fixed hours. However, hours of duty may vary from day to day; for example:

Monday, 6:00 a.m. - 2:30 p.m.

Tuesday, 9:00 a.m. - 5:00 p.m.

Wednesday, 12:00 noon - 8:30 P.M..

Thursday, 8:30 a.m. - 5:30 p.m.

Saturday, 6:00 a.m. - 3:00 p.m.

Interpretation

- a) Any job posted as a Flexible Relief and Pool Assignment must have included in the bid the specific hours of duty, even though those hours may vary from day to day, so as to preclude any potential conflict that may exist as to when overtime may be due an employee bidding that assignment.
- b) Any existing flexible relief and pool assignment must be reposted for bid if the hours of duty are not clearly set forth for each work day.

5) Contract Language

5. An employee holding a relief or pool assignment, as described above, will be paid at the overtime rate for those hours worked which are outside his normal, regularly scheduled workweek, except under the following circumstances:

- (a) When management informs the employee that he is to cover an assignment having a schedule different from the relief or pool employee's regular schedule for a period of one week (five working days) or longer, the relief or pool employee will assume the new schedule and will not receive overtime pay for those hours worked in such new schedule which are outside of his normal regular schedule. However, the relief or pool employee will be entitled to overtime pay for those hours worked outside of his normal regularly scheduled workweek (i) unless and until management informs him in writing that he is to work a new schedule for a week or longer, or (ii) if the relief or pool employee in fact works the new schedule for less than a week after he is so informed by management; or
- (b) When management tells him to perform functions which predictably occur at the end of an accounting period; e.g., those of Timekeeper or Civil Service Examiner.

Interpretation

- a) All work outside of the schedule of hours required under Part 4 of this Memorandum is payable at the overtime rate except in the following circumstances:

(i) No overtime is payable to the flexible relief and pool assignment employee working outside of his regular schedule of hours of duty if he has been advised in writing by management that he or she is to cover an assignment other than his or her own assignment for a period of more than five (5) working days. Overtime is payable under these circumstances, however, if:

(a) Management fails to notify the employee of this new schedule of five (5) days or more, in writing.

(b) The flexible relief and pool assignment employee works the new schedule for less than the anticipated five (5) days.

(ii) No overtime is payable when the employee is required to work outside of his normal flexible relief and pool assignment work schedule when he performs an assignment that is predictable and occurs at the end of an accounting period; e.g., those of Timekeeper.

b) Notification in writing must be by the Wednesday preceding the week in which the work is to be performed, except in circumstances where such advance notification is not possible due to an emergency beyond the control of management which arises after the Wednesday in question.

/s/ Charles Schialla
for Thomas J. Donohue, ARPMG
for Employee & Labor Relations
Northeast Region




American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

January 20, 2004

TO: Local Presidents
National Business Agents
National Advocates
Regional Coordinators
Resident Officers

FR: Greg Bell, Director 
Industrial Relations

RE: Award on Relief Assignments – Additional Pay in Absence of Wednesday Prior Notice

Enclosed you will find a copy of a national-level award rejecting the union's position that additional pay is required when the Postal Service assigns a Maintenance Craft employee who holds a preferred-duty assignment which includes relief scheduled assignments to such temporary relief assignments, without providing notice by Wednesday of the week preceding the assignment. (*USPS #190T-IT-C 93049644; 1/13/2004*) Arbitrator Das ruled that "[a] Maintenance Craft employee who is temporarily assigned to work one of the relief schedules specifically included in his bid position in accordance with Article 38.7.E [currently set out at 38.7.C] is not entitled to additional compensation under ELM Section 434.612(b) when notice of the change is not given by Wednesday of preceding service week." He also indicated that "Section 434.612 in its entirety does not apply to employees who work a temporary assignment in accord with and permitted by the terms of their bid position, as provided in Section 434.622(h)."

This case arose after the Postal Service referred five regional cases involving the same interpretive issue to Step 4. The lead case involved an Electronic Technician with a bid assignment including several relief assignments. When not assigned to a relief assignment, his regular schedule was Tour 2 (7:50 a.m. to 4:20p.m) with off days on Wednesday and Thursday. On Saturday, May 22, 1993, the employee was notified that he was being assigned to one of those relief assignments which had a different work schedule from his regular schedule, effective May 23 through May 30, 1993. He was not provided notice by the Wednesday prior notice and was not paid any additional pay. This grievance was appealed to regional arbitration. The case was subsequently referred to Step 4 from regional arbitration and certified for national level arbitration.

The union argued that since a full-time regular maintenance employee such as the employee in the lead case is required to work hours and days other than the regular hours of his preferred

duty assignment, he/she is entitled to be compensated in accordance with ELM Section 434.612(b) when he is not given notice on Wednesday of the week preceding the assignment. The Union maintained that the hours paid in accordance with that section of the ELM are not out-of-schedule premium hours, but overtime hours.

In addition, the Union argued that the exception ("When in accord with and permitted by the terms of a bid.") set out in Section 434.622(h) of the ELM applies only to employees who are otherwise entitled to out-of-schedule premium pay, not to those who are entitled to overtime because of the absence of adequate notice. The Union stressed that if the ELM intended that the exception in Section 434.622(h) applied to overtime hours as provided for in Section 434.612(b), ELM Section 434.622(h) would have provided explicit language to this effect. Similar arguments were made regarding Handbook F-21's provision, Section 232.23(d). Moreover, the union contended that the notice of intent provided for in Article 38.7.E (Article 38.7.C of the current contract) does not equate with the notice requirement set out in Section 434.612 of the ELM. Accordingly, the Union maintained that the Postal Service violates the National Agreement when it assigns a Maintenance Craft employee who holds a preferred duty assignment, which includes relief duties, to a temporary relief assignment with a different schedule without giving Wednesday prior notice of that assignment and without compensating the employee in accordance with ELM Section 434.612(b).

The Postal Service countered that an employee who has a bid position with relief assignments is not entitled to additional compensation as set out in ELM Sections 434.61 and 434.62 when working in accordance with the terms of the bid. Moreover, it maintained that an employee with relief jobs in a bid is put on notice by the notice of intent that he or she may have to work on another job with a different schedule. Management argued that the notice provision in ELM Section 434.612(b) merely applies to employees who are eligible to be provided advance notice of a change in schedule. In accordance with ELM Section 434.622(h), the Postal Service continued, employees working in relief positions associated with their bid are not eligible for advance notice of the change in schedule and therefore are not entitled to premium pay. It stressed that the notice provision in ELM 434.622 merely determines whether "eligible" employees should be paid out-of-schedule pay or overtime pay.

Arbitrator Das indicated first of all that Arbitrator Mittenthal's award in #H4C-NA-C 21 and 27, which concerns ELM Section 434.612(b), does not apply to employees whose bid positions include relief assignments as provided in Article 38.7.E (currently, Article 38.7.C). He found that ELM Section 434.622(h) "provides that otherwise eligible employees are not entitled to out-of-schedule premium if their assignment is 'in accord with and permitted by the terms of a bid.'" The arbitrator then determined that "Section 434.612, as a whole, relates only to employees who are entitled to out-of-schedule premium when they work a temporary schedule." He said that Section 434.612, entitled "Timely Notice," is a subsection of 434.6, entitled "Out-of-Schedule Premium Pay" and the notice provisions of 434.612 determine whether a covered employee is to receive out-of-schedule premium pay or overtime pay.

"Under 434.622(h) an employee temporarily working a relief schedule included in his or her bid position is not entitled to out-of-schedule premium and, hence, is not covered by 434.612," Arbitrator Das concluded. In reaching this decision, he stressed that "[t]here is no indication that

the notice provision in 434.612 was intended to have broader application.” Stated another way, according to the arbitrator, “the ‘regular schedule’ of an employee holding a bid relief assignment position encompasses the schedules specified in that assignment, not just the schedule the employee works when not scheduled on a relief assignment.” To further support his findings, he referred to a 1987 Step 4 settlement that “indicates the signatories viewed Section 434.622(h) as controlling with respect to the application [sic] 434.612 as a whole – which expressly addresses when an employee entitled to out-of-schedule premium is to be paid that premium (timely notice) and when such an employee instead is to be paid overtime in addition to pay for his regular schedule (short notice).”

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