

Small Office Issues

Tri-State Convention

Council Bluffs, Iowa

March 15-16, 2002

**Carl F. Casillas
National Business Agent**

**Dennis Taff
Arkansas State President**

**Paula Jones
Oklahoma State President**

ACKNOWLEDGEMENTS

The information contained in the Small Office Issues CD is a culmination of over thirty years' work by our officers of the American Postal Workers Union. The fact that this CD is a reality is due to our commitment to provide APWU members, stewards and officers with a condensed version of these many years of accumulated information. Hopefully, the CD will furnish you with the opportunity to examine and, if necessary, copy and/or obtain documents that will improve your ability to ensure that management in smaller post offices will adhere to the provisions of the Collective Bargaining Agreement.

As with all endeavors of this nature, there are many people who have contributed to the information on the Small Office Issues CD. As you inspect the contents of the CD, you will see the signatures and names of numerous former and current national APWU officers, all of whom had a significant role in the creation of the Small Office Issues CD. Of course, all of these officers deserve credit for their contributions. Nevertheless, I wish to thank the following officers and members who expressly donated their time and energies to the actual production of this CD. Those dedicated unionists are:

- * Gerald Haskins – TPWU Legislative Aide;
- * Chris Chaney – Oklahoma City Local President;
- * Morline Moore – Texas State President;
- * Dennis Taff – Arkansas State President;
- * Paula Jones – Oklahoma State President;
- * Tom Maier – Former National Business Agent, Wichita Region &
member of the Tulsa, Oklahoma Local

This CD is not meant to be all-encompassing in regard to the myriad of problems experienced by our members who work in small post offices. It is purely our attempt at supplying information to combat the primary problems that they encounter and to illustrate that we are here for them.

In Union Solidarity,

Sam Lisenbe

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**RURAL CARRIERS
PERFORMING CLERK DUTIES**

RURAL CARRIERS PERFORMING CLERK CRAFT DUTIES

1. Determine what type of rural carrier is performing clerk craft duties – Full-time, Rural Carrier Relief (RCR), Rural Carrier Associate (RCA), Temporary Rural Carrier (TRC). This can be established by requesting the PS Form 50 of the employee(s).
2. If the carrier(s) is an RCR, RCA, or TRC, the PS Form 50 will reflect whether or not the employee has a dual appointment as a casual and will indicate the craft of the appointment.
3. Determine if the rural carrier is injured on duty. If so, request a copy of the carrier's medical restrictions and refer to Section 546 of the Employee & Labor Relations Manual (ELM).
4. Obtain statements from other clerk craft employees and/or provide a description of the types of clerk craft duties the rural carrier is performing (boxing mail, letter or flat distribution, etc.)
5. Obtain clock rings/time cards to show the number of hours the rural carrier performed work in the clerk craft. If clock rings/time cards are not available, statements from clerk craft employees will have to suffice.
6. Obtain clock rings/time cards of the clerk craft employees in the office (full-time and PTF). Determine how the clerk craft employees were harmed (PTFs were not working 40 hours weekly, overtime could have been utilized among the clerk craft employees).
7. Cite Article 1, Section 2, "Exclusions", and Article 19, specifically the Employee & Labor Relations Manual (ELM), Section 323.6, when filing the grievance.
8. Request as a remedy that the clerk craft employees be compensated for all hours that the rural carrier(s) performed clerk craft duties, including the overtime rate if applicable. Also, include in the corrective action that management cease and desist from utilizing rural carriers to perform clerk craft work.

323.412 Use of Temporary Appointments

Temporary appointments may be made to meet administrative needs for *temporary employment*. The following types of positions or circumstances are filled by temporary limited appointments:

- a. Positions not expected to last more than 1 year.
- b. Part-time and intermittent positions that are not clearly of a continuing nature.
- c. Continuing positions, when temporarily vacated for periods of less than 1 year.
- d. Emergency situations such as fire, flood, earthquake, high winds, or unforeseeable circumstances which cause a severe curtailment of available manpower, e.g., epidemics, accidents involving an unusual number of employees, etc.

323.42 Casual Appointment

A *noncareer limited term appointment* to positions used as a supplemental work force as described in the National Agreement or in similar provisions in other Postal Service collective bargaining agreements, requiring the performance of duties otherwise assigned to employees in the bargaining units.

323.43 Former Postal or Federal Employees

For those hired as temporary or casual employees after having previously served in a position in the Postal Service or other federal agencies, wherein they were covered by Civil Service retirement, health benefits, or life insurance, such persons must have at least a 4-day break between such service and their appointment as a temporary employee.

323.5 Rural Carrier Positions

Normally, regular rural carrier positions and rural carrier relief or leave replacement positions are filled in accordance with any applicable collective bargaining agreement.

323.6 Dual Employment or Dual Compensation

323.61 Within the Postal Service

323.611 General Explanation

Under certain circumstances, as described in this chapter, an employee may be appointed to more than one position in the Postal Service. This is known as a dual appointment. Only one of the appointments may be to a position in the career workforce. The primary purpose of dual appointments is to improve the opportunity of part-time employees (career) and employees who provide relief/leave replacement service on rural routes and postmaster relief or leave replacements (noncareer) to gain further employment and to minimize unemployment compensation expense. Substitute rural carriers (72-0 and 73-0) may be given a dual appointment to a career part-time position or noncareer position. Rural carrier relief (RCRs), Rural Carrier

VI. Miscellaneous Step 4s

- A. H0C-4A-C 4524 - 4-month period in 204B status is consecutive**
- B. MOU - 204B cannot bid or apply for vacant clerk craft duty assignments**
- C. H4C-1J-C 17391 - PTFs cannot work more than 12-hours in a service day**
- D. H1C-1L-C 9117 - PTFs may work more than 10 but no more than 12**
- E. H4C-4B-C 1880 - Leave granted to PTF cannot be changed to non-scheduled day**
- F. H8C-4D-C 19088 - PTF sick leave approved earlier in the week cannot be cancelled**
- G. H4C-2U-C-807 - PTF total daily hours including meal time cannot exceed 12-hours**
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Mr. Thomas A. Neill
Industrial Relations Director
American Postal Workers
Union, AFL-CIO
1330 L Street, N.W.
Washington, DC 20005-4128

RE: HOC-4A-C 4524
CLASS ACTION
ARLINGTON HTS IL 60006

Dear Mr. Neill:

On December 22, 1994, a pre-arbitration settlement discussion was held concerning the above-captioned grievance currently pending national arbitration.

The parties agree as a full and complete settlement of the issue as follows:


Pursuant to Article 37.3.A.9 the duty assignment of a full-time clerk detailed to a nonbargaining-unit position, including a nonbargaining-unit training program, in excess of 4 months shall be declared vacant and shall be posted for bid.


The 4 month period in a 204b status is consecutive, not cumulative. An employee serving as a 204b for a portion of a work day may bid during such days as a bargaining unit employee, however such partial day will be counted towards the 4 month restriction.

We further 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 settle case no. HOC-4A-C 4524 and remove it from the pending national arbitration listing.

Sincerely,


Anthony J. Vegliante
Grievance and Arbitration
Division
Labor Relations


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

Date: 1-24-95

28.11

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

RE: 204b Nonbargaining-Unit Assignments

The parties mutually agree that the following clarifies the provisions of Article 37, Section 3.A.9.

Currently, Article 37.3.A.9 is silent on whether clerks temporarily detailed to nonbargaining-unit positions (204b) may or may not apply for vacant Clerk Craft duty assignments while so detailed.

The parties mutually agree that under the provisions of Article 37.3.A.9, clerks temporarily detailed to nonbargaining-unit positions may not bid or apply for vacant Clerk Craft duty assignments.

Robert L. Tunstall

Robert Tunstall
Director, Clerk Craft Division
American Postal Workers
Union, AFL-CIO

Date 10/26/94

William J. Downes

William J. Downes
Manager
Contract Administration
APWU/NPMHU

Date 11-8-94



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20008

MAR 11 1987

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

ARTICLE	8
SECTION	3
SUBJECT	<i>PMG</i>
	<i>Litell</i>

Re: Class Action
Watertown, CT 06795
E4C-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

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
117 - 14th Street, N.W. —
Washington, D.C. 20005-3399

SEARCHED	8
SERIALIZED	3
INDEXED	
FILED	
PTF	
<i>[Signature]</i>	

Re: J. Sanchez
Manati, PR 00701
HIC-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 PTF'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

RECEIVED

JUN 22 1983



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

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
Labor Relations Department


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



UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20260

AUG 21 1981

r. Kenneth D. Wilson
Administrative Aide, Clerk Craft
American Postal Workers Union, AFL-CIO
17 - 14th Street, NW
Washington, DC 20005

10
PTF
SICK LEAVE
APPROVED MONDAY
CANCELLED

AGW 2307

Re: 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

RECEIVED

APR 23 1986

Richard I. Wavodau...
MAINTENANCE DIVISION, DIRECTOR,
AMERICAN POSTAL WORKERS UNION



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

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

ARTICLE	8
SECTION	3
SUBJECT	PART TIME FLEX. 12 HOUR LIMIT

Re: Class Action
Roanoke, VA 24022
E4C-2U-C 807

Class Action
Roanoke, VA 24022
E4C-2U-C 1396

Dear Mr. Wavodau:

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

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

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

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

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

Mr. Richard I. Wevodau

2

Time limits were extended by mutual consent.

Sincerely,

Muriel A. Aikens
Muriel A. Aikens
Labor Relations Department

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



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

August 18, 1983

SPLIT SHIFT
PTF
RECEIVED IN THE OFFICE OF

AUG 22 1983

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

JAMES I. ADAMS

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

Dear Mr. Adams:

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

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

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

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



FEB 6 1988

COMMUNICATIONS

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

ARTICLE	8
SECTION	1
SUBJECT	
CALL BACK	

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

FEB 02 1988

Re: T. Reeves
H4C-3S-C 61908
Fort Lauderdale, FL 33310

J. Claar
H4C-3S-C 61907
Fort Lauderdale, FL 33310

Dear Mr. Barnett:

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

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

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

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


Owen Barnett


2

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

Time limits were extended by mutual consent.

Sincerely,


Samuel M. Pulcrano
Grievance & Arbitration
Division


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



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20000

September 30, 1982

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

ARTICLE 8
SECTION 8
STAND BY AT HOME ,PTF

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

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

Dear Mr. Overby:

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


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

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

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

Sincerely,


Howard R. Carter
Labor Relations Department


Halline Overby
Assistant Secretary Treasurer
National Association of Letter

POSTMASTER RELIEFS (PMRs)

THIS BOOKLET CONTAINS THE SUPPORTING DOCUMENTS AND SAMPLE GRIEVANCE FORMS AND THAT WERE USED IN FILING NUMEROUS GRIEVANCES IN THE STATE OF ARKANSAS OVER THE ISSUE OF IMPROPER UTILIZATION OF POSTMASTER RELIEFS. (PMR'S)

PMR'S ARE USED ILLEGALLY BY THE POSTAL SERVICE IN NORMALLY TWO DIFFERENT SITUATIONS. THE FIRST SITUATION IS WHICH THEY ILLEGALLY UTILIZES A PMR IS BY WORKING THEM IN ANOTHER NEARBY OFFICE TO PERFORM CLERK WORK WITHOUT A DUAL APPOINTMENT. THE MOST COMMON REASON WHY THE POSTAL SERVICE UTILIZES PMR'S AT OTHER OFFICES IS TO REDUCE CLERK HOURS OR TO REDUCE THE CLERK OVERTIME.

BY UTILIZING PMR'S IN THIS MANNER THE POSTAL SERVICE GAINS BECAUSE THEY ARE ABLE TO USE LOWER PAID NON-CAREER EMPLOYEES TO PERFORM CLERK DUTIES. ADDITIONALLY SINCE THEY DO NOT NORMALLY CLAIM THEM AS DUAL APPOINTED CASUALS, THE POSTAL SERVICE BENEFITS BECAUSE THE PMR'S ARE NOT COUNTED AGAINST THE CASUAL CAP.

UNION OFFICERS WHO REPRESENT SMALL OFFICES SHOULD INSTRUCT THE CLERKS IN THOSE OFFICES TO CONTACT THEIR UNION REPRESENTATIVE ANYTIME AN EMPLOYEES FROM ANOTHER OFFICE IS SCHEDULED TO WORK IN THEIR OFFICE. THIS SHOULD ALSO BE THE RULE IN ANY SIZE OFFICE. LARGE OFFICES ARE NOT IMMUNE TO THIS VIOLATION.

THE SECOND SITUATION IN WHICH THE POSTAL SERVICE ILLEGALLY USES PMR'S IS IN THEIR OWN OFFICE. THE POSTAL SERVICE UTILIZES PMR'S ABOVE AND BEYOND THEIR CONTRACTUAL LIMITS(WORKING THE SAME TIME AS THE POSTMASTER OR OIC, PERFORMING MAIL DISTRIBUTION BEFORE THE POSTMASTER OR OIC ARRIVES, ETC.)

THE SECOND SITUATION WAS THE MOST PROMINENT IN MY AREA. THE NEXT FEW PARAGRAPHS DESCRIBES HOW THE ILLEGAL USES OF PMR'S WERE DISCOVERED AND HOW THE UNION HANDLED THE GRIEVANCES CONCERNING THESE VIOLATIONS.

AS WE WERE REVIEWING A LIST OF MEMBERS AT LARGE (MAL'S) WE NOTICED THAT THERE WERE NUMEROUS LEVEL 15 OFFICES AND A FEW LEVEL 18 OFFICES IN WHICH THERE WERE NO CAREER CLERKS. AFTER FURTHER INVESTIGATION WE DISCOVERED THAT THE POSTAL SERVICE HAD HIRED AND WERE UTILIZING PMR'S IN THESE OFFICES ABOVE THE CONTRACTUAL LIMITS INSTEAD OF HIRING CAREER CLERKS.

WE LEARNED, THROUGH INVESTIGATION, THAT THIS PRACTICE HAD BEEN GOING ON FOR SEVERAL YEARS. IN MOST OF THE OFFICES WE FOUND THAT WHEN THE ONLY CLERK IN THAT OFFICE RETIRED, QUIT OR TRANSFERRED THE POSTAL SERVICE WOULD REPLACED THEM WITH A PMR. THEY ASSUMED THAT IT WOULD TAKE SOME TIME BEFORE THE UNION DISCOVERED THEM OR NEVER DISCOVER THEM AT ALL.

AFTER REVIEWING TIME DOCUMENTS WE FOUND THAT THESE PMR'S WERE WORKING BETWEEN 13 AND 40 HOURS PER WEEK. WE ALSO DISCOVERED THAT SOME OF THESE PMR'S WERE BEING UTILIZED TO PERFORM BARGAINING UNIT WORK IN OTHER SMALL OFFICES THAT HAD CAREER CLERKS. THEY WERE UTILIZING THESE PMR'S TO AVOID PAYING THE CAREER CLERKS OVERTIME.

I BROUGHT THESE VIOLATIONS TO THE ATTENTION OF THE POSTAL SERVICE, AND AFTER SEVERAL EFFORTS TO PERSUADE THE POSTAL SERVICE TO HIRE CAREER EMPLOYEES IN THESE OFFICES FAILED, THE STATE OFFICERS FILED GRIEVANCES IN APPROXIMATELY 17 OFFICES OVER THE USE OF PMR'S

OUR OFFICERS BASICALLY USED THE SAME FORMS AND INFORMATION FOR EACH GRIEVANCE THAT WAS FILED. THE OFFICERS ONLY HAD TO CHANGE THE AMOUNT OF HOURS THE PMR WAS WORKING IN EACH PARTICULAR OFFICE AND ADD ANY DOCUMENTS OR WRITTEN STATEMENTS THAT THE POSTMASTER WAS WILLING TO GIVE THE UNION.

AS YOU WILL SEE, WE RAISED NUMEROUS ARGUMENTS CONCERNING THE USE OF PMR'S AND PROPER REMEDIES IN OUR STEP 2 AND STEP 2 ADDITIONS AND CORRECTIONS, FULLY ANTICIPATING THAT WE WOULD HAVE TO FIGHT THE POSTAL SERVICE ALL THE WAY TO ARBITRATION.

THROUGH THE TIRELESS EFFORT OF NATIONAL BUSINESS AGENT, ROBERT KESSLER, THE POSTAL SERVICE, ALTHOUGH RELUCTANTLY, RESOLVED THESE GRIEVANCES AT STEP 3. THE SIGN OFF IS INCLUDED IN THIS HANDBOOK.

NOT ONLY DID THE FILLING OF THESE GRIEVANCES RESULT IN A MONETARY AWARD TO THE UNION IT HAS FORCED THE POSTAL SERVICE TO HIRE NUMEROUS CAREER CLERKS TO REPLACE THE PMR'S.

I AM SURE THAT THE ILLEGALLY HIRING AND UTILIZATION OF PMR'S IS PRACTICED IN MOST OTHER STATES. IT TAKES SOME TIME AND EFFORT TO FIND THE VIOLATIONS, BUT I AM SURE THAT THEY ARE TAKING PLACE. THERE IS AN OPPORTUNITY TO INCREASE THE CAREER WORKFORCE IN YOUR STATE AND ALSO THE POSSIBILITY TO RECEIVE A MONETARY SETTLEMENT FOR THE UNION OR ITS MEMBERS. I HOPE THESE DOCUMENTS ARE HELPFUL TO YOU AND YOUR OFFICERS IN ELIMINATING THE ILLEGAL USE OF PMR'S.

SPECIAL THANKS TO MY FELLOW STATE OFFICERS AND NATIONAL BUSINESS AGENT ROBERT KESSLER FOR THEIR MANY HOURS OF WORK ON THESE GRIEVANCES.

POSTMASTER RELIEFS (PMRs)

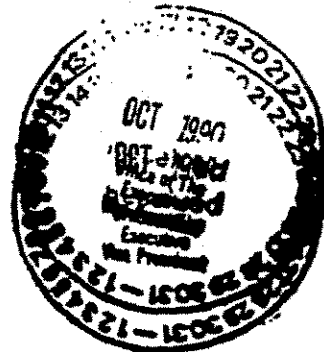
**INFORMATION TO REQUEST TO
DETERMINE IF A GRIEVANCE EXISTS**

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



UNITED STATES POSTAL SERVICE
ROOM 9014
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100
TEL (202) 268-3818
FAX (202) 268-3074

JOSEPH J. MAHON JR.
Assistant Postmaster General
Labor Relations Department



October 16, 1990

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

Dear Mr. Burrus:


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

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

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

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

Sincerely,

for 
Stephen A. Moe, Acting
Assistant Postmaster General



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.

418.4 Changes From Bargaining to Nonbargaining Schedules

Changes of bargaining unit employees to nonbargaining positions are made in accordance with 410.

419 Supplemental (Noncareer) Workforce

419.1 Assignments

419.11 Casual Employee

419.111 Definition

Casual employees are nonbargaining, 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.

419.112 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 SAPMG/HR.

419.12 Noncareer Rural Carriers

419.121 Definition

Noncareer rural carriers are employed as a supplemental workforce to perform duties assigned to the rural carrier bargaining unit.

419.122 Salary Grade

Noncareer rural carriers are appointed and paid as provided in the NRLCA Agreement.

419.13 Temporary Employee

419.131 Definition

Temporary employees, including Officers-in-Charge (OICs) appointed from outside the Postal Service, are nonbargaining, noncareer employees who perform duties assigned to nonbargaining positions.

419.132 Salary Grades

Prior to hiring a temporary employee, 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 is hired at that grade in the Noncareer Temporary Rate Schedule.

419.14 Postmaster Relief/Leave Replacements (PMRs)

419.141 Definition

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

LABOR RELATIONS



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,



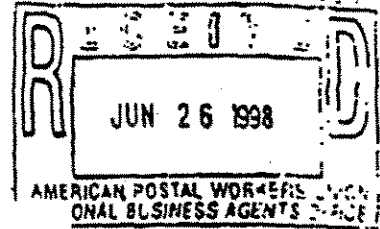
Rodney Lamson
Labor Relations Specialist
Grievance and Arbitration



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

Date: 7-27-98

SOUTHWEST AREA LABOR RELATIONS
PROCESSING CENTER



June 22, 1998

Southern Region Grievance
Cad. Code: 07.0000

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

G94C-40-C 98065165
Class Action
De Valls Bluff AR 72041-9998
3/19/98 AR029803

Dear Mr. Casillas:

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

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

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

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

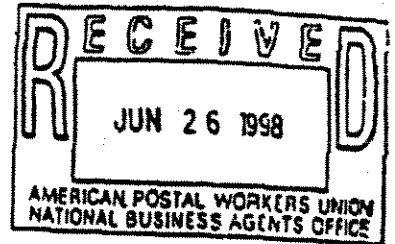
In our judgment, the grievance does not involve an interpretive issue(s) pertaining to the National Agreement or a supplement thereto which may be of general application. Unless the union believes otherwise, the case may be appealed directly to regional arbitration in accordance with the provisions of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

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

Delward Stracner
Labor Relations Specialist

cc: District - Arkansas

**SOUTHWEST AREA LABOR RELATIONS
PROCESSING CENTER**



June 22, 1998

Southern Region Grievance
Cad Code: 07.0000

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

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

Dear Mr. Casillas:

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

The grievance was settled by mutual agreement as follows:

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

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

Delward G. Stracner
Labor Relations Specialist

Carl Casillas
National Business Agent

cc: District - Arkansas



DATE: July 2, 1998

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

SUBJECT: USPS/APWU Joint Contract Application


APPLICABLE TO
ARKANSAS ONLY


TO: All Management and Union Personnel
Southeast and Southwest Areas


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

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

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


Holloway Adair
Labor Relations Specialist
Southeast Area


Terry Stapleton
Regional Coordinator,
APWU, AFL-CIO


Charles Gonzales
Labor Relations Specialist
Southwest Area

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

RESPONSE:

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

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

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

RESPONSE:

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

SOURCE: Area level agreement of the parties.

Can RCAs/RCRs be utilized within APWU crafts?

RESPONSE:

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

SOURCE: Area level agreement of the parties.

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

RESPONSE:

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

SOURCE: Area level agreement of the parties.

Do PTFs have priority over Transitional Employees in work scheduling?

RESPONSE:

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

DISTRIBUTION AND WINDOW CLERK, PS-05

FUNCTIONAL PURPOSE

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

DUTIES AND RESPONSIBILITIES

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

(Continued on Next Page)

STD POSITION DESCRIPTION

U. S. Postal Service

DISTRIBUTION AND WINDOW CLERK, PS-05

(Continued from Previous Page)

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

SUPERVISION

Supervisor, Distribution Operations, or other designated supervisor.

SELECTION METHOD

Senior Qualified

BARGAINING UNIT

CLERK

KEY POSITION REFERENCE

KP-0012

(End of Document)

**STEP 3
GRIEVANCE
APPEAL FORM**

AMERICAN POSTAL WORKERS UNION, AFL-CIO

CERTIFIED MAIL # Z491671405

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

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

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

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

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

CLASS ACTION GRIEVANCE
THE POSTAL SERVICE IS UTILIZING PMR'S (POSTMASTER RELIEF/REPLACEMENTS) IN VIOLATION OF THEIR OWN HANDBOOKS AND MANUALS.
THE PMR'S ARE BEING UTILIZED IN THE FOLLOWING, BUT NOT LIMITED TO, MANNER: TO PROCESS MAIL PRIOR TO THE POSTMASTER'S REPORTING TIME, WORKING AT THE SAME TIME AS THE POSTMASTER, WORKING IN OTHER OFFICES TO SUPPLEMENT THE CLERK WORK FORCE WITHOUT A DUAL APPOINTMENT, REPLACING A CAREER CRAFT EMPLOYEE, AND PMR'S ARE BEING HIRED IN LIEU OF CAREER CRAFT EMPLOYEES. THIS HAS BEEN A CONTINUAL VIOLATION. THE PMR'S ARE ONLY TO BE USED AS OUTLINED IN SECTION 123.4 OF THE ADMINISTRATIVE SUPPORT MANUAL AND 419.141 OF THE ELM.
THIS OFFICE IS A LEVEL 15 OFFICE AND THERE IS NO BARGAINING UNIT EMPLOYEE EMPLOYED AT THIS OFFICE. THE PMR IS PERFORMING BARGAINING UNIT WORK PRIOR TO THE POSTMASTER'S REPORTING TIME AND ALSO WORKING AT THE SAME TIME AS THE POSTMASTER.

Continued on Next Page...

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

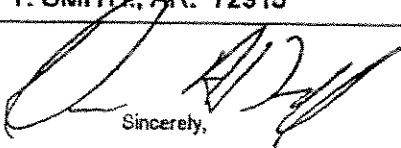
and we have attached the Step 2 appeal grievance form, the employers written Step 2 decision and our corrections and additions to the Step 2 decision if we submitted same to employer's Step 2 representative.

FROM - LOCAL UNION (NAME OF)	ADDRESS	CITY	STATE	ZIP
ARKANSAS POSTAL WORKERS UNION	PO BOX 5808	FT. SMITH,	AR.	72913

COPY - LOCAL FILE
COPY - USPS STEP 2 DESIGNEE

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

NATIONAL BUSINESS AGENT
ROBERT KESSLER/CARL CASILLAS
1E. 101st Terr.-ste.1031
KANSAS CITY, MO.64131


Sincerely,
DENNIS TAFF, PRESIDENT
ARKANSAS, APWU, AFL-CIO

Authorized Union Rep.

ARBITRATION AWARDS

There are no arbitration awards, to this date, on the exact issue of a PMR working in their "Home" office prior to the Postmaster reporting for duty or at the same time as the Postmaster. But there are Step Fours that address these issues (pages 6 thru 11 of this booklet)

There is, however, a few arbitration awards on a PMR being utilized in an office other than their own. In all of these cases the arbitrator agreed with the union that it was a violation in which they utilized the PMR to perform bargaining Unit work in another office. SEE Case # G90C-4G-C 93009839 (Odom) and G94C-4G-C 98023081 (Neveu) and H94C-1H-C 97046292 (Odom)

Although the arbitrator did not address whether or not it was a violation to use a PMR in another office, the arbitrator allowed the union to use the hours worked by the "Borrowed" PMR to help meet the criteria in Article 7.3 for a conversion of a PTF to Full-Time Regular. SEE Case #G98C-4G-C 99294238 (Dorshaw)

There are also arbitration awards on granting monetary remedies to the union. SEE Case #G90C-4G-C 95010403 (Plant), G94C-1G-C 96068981 (Durham) and G90C-1G-C 95066791 (Eisenmenger)

These cases are important when grieving the issue of a PMR working in their "Home" office prior to the Postmaster reporting for duty or at the same time as the Postmaster. Because there is no other Bargaining Unit Clerk in the office, it is sometimes difficult to determine who exactly should be paid for the violation. That is why we ask in our remedy, along with a cease and desist order, that the appropriate Bargaining Unit employees **and/or the Union** be paid and made whole for the violation. We then cover all bases on the remedy.

