

204B

204B SUPERVISORY PERSONNEL RETURNING TO BARGAINING UNIT

The subject of an employee serving in a 204B supervisory capacity and returning into the bargaining unit has again appeared.

7890 - Dec 31

On December 13, 1979, on an interpretative issue grievance, this matter was settled, and the USPS representative stated their position "...craft employees detailed to 204B supervisory positions will normally remain in a 204B capacity for their tour of duty" (copy attached). My notes indicate that this would encompass before tour, during tour, after tour and off-day overtime.

Likewise, on March 23, 1979, in a settlement reached with Mr. Wevodau, the USPS went further and stated that as long as other craft employees are available, management shall not return a 204B employee to the bargaining unit for overtime (copy attached).

It is obvious that both the Union and management agree that once an employee is detailed to a 204B supervisory position, he must remain in that position for that tour and may not be returned for overtime even after their normal tour has ended if there are qualified craft employees available.

James I. Adams
Administrative Aide
Maintenance Craft Division

JIA:jc
opeiu #2
afl-cio
5/6/80



JAN 3 1980

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

DEC 31 1979

Mr. James Adams
Administrative Aide, Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, N. W.
Washington, D. C. 20005

Re: Local
Phoenix, AZ
A8-W-0301/W8C5KC4518
APWU 0301

Dear Mr. Adams:

On December 13, 1979, 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 at issue in this grievance is whether the assignment of William Huddart at 2300 on July 4, 1979, violated the terms of the National Agreement.

It is the Union's position that the aforementioned served in a 204-B capacity during his regular tour; therefore, he was improperly scheduled for two hours overtime in the bargaining unit at the end of his regular tour. As their remedy the Union is asking that the senior clerk be given two hours overtime pay.

After reviewing the information provided, it is our position that the issue raised is not interpretive. Management has agreed locally that craft employees detailed to 204-B supervisory positions will normally remain in a 204-B capacity for their tour of duty. We agree with this position. There are no contractual provisions which would warrant granting the financial relief requested as the employee was not in a 204-B status at the time he performed duties in the bargaining unit.

Thus, management believes no violation of the National Agreement has occurred, and this grievance is therefore denied.

Sincerely,

Viki Maddox

Viki Maddox
Labor Relations Department

PS - see previous settlement
attached.



JUL 29 1980

204 B

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20250
July 28, 1980

*Pre-Cabin
Settlement*

Mr. James Adams
Administrative Aide, Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, N. W.
Washington, D. C. 20005

Re: APWU Local
Phoenix, AZ
A8-W-0301/W8C6KC4518
APWU 0301

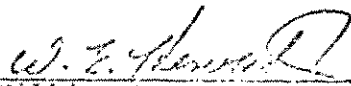
Dear Mr. Adams:

Based on a pre-arbitration discussion of the above-captioned case, the matter is now considered settled without precedent and without prejudice to the position of either party and may not be cited by either party in any future grievance hearing, arbitration or for any other purpose whatsoever.

The senior employee on the Overtime Desired list is to be paid an additional two hours pay at the overtime rate for July 4, 1979.

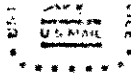
Please sign a copy of this letter as your acknowledgment of the agreed to settlement.

Sincerely,



William E. Henry, Jr.
General Manager
Grievance Division
Labor Relations Department

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



EMPLOYEE AND LABOR RELATIONS GROUP

Washington, DC 20260

March 23, 1979

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

Re: APWU-Local
Athens, GA
AC-S-23828/A5-AT-20195
APWU 23828

Dear Mr. Wevodau:

On September 5, 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.

At issue in this grievance is the use of a craft employee in an overtime status as a craft employee between regular tours on which the craft employee served as an acting supervisor. It is noted that a previous grievance from the same installation was resolved by mutual agreement that a craft employee in a 204B status would not be returned to the craft for an overtime assignment as long as another craft employee is available and qualified to perform the assignment.

In the instant case, local management has not disputed the Union's contention of other available employees. Therefore, the Postmaster is instructed to conform with the previous agreed to settlement at Step 3 and cease making such assignments as those at issue when qualified craft employees are available notwithstanding the fact that the employee in the 204B status is on the Overtime Desired List as a craft employee.

Accordingly, we mutually agreed that the foregoing fully resolves this grievance and we consider the case closed.

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

Sincerely,

Karl A. Wise
Karl A. Wise
Labor Relations Department

Richard I. Wewodau
Richard I. Wewodau
President, Maintenance Craft
American Postal Workers
Union, AFL-CIO



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

January 22, 1982

1978 AGREEMENT

ARTICLE 8 SECTION 5A

SUBJECT 204A O.T.

APWU MAT # _____

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

A 8 E 2098

Re: Bert
Pittsburgh, PA (BMC) 15090
H8C-2F-C-10327

Dear Mr. Wilson:

On July 7, 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 VIII of the National Agreement when an employee who has worked an eight (8) hour tour of duty as a 204B, is allowed to work overtime as a craft employee at the end of that tour of duty.

It is the position of the Postal Service that higher level assignments are to be made in accord with Article XXV. The employee is to be given a written management order, stating beginning and approximate termination, and directing the employee to perform the duties of the higher level position.

In this case, the employee was provided an assignment order (Form 1723) directing him to perform in a supervisory position from 0700, March 7, 1981, to 1530, March 20, 1981. We conclude in this case that this employee was in the supervisory status for all work time included. He should not work craft overtime during the period covered by the assignment order.


FEB 26 1982

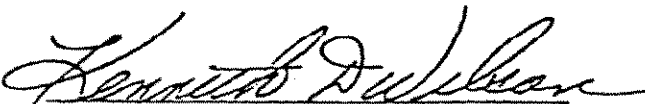
We, therefore, mutually agree that if the higher level employee named by this grievance worked craft overtime on March 7, 1981, a determination shall be made by the parties at the local level as to how the Overtime Desired List was violated and if so, the appropriate employee to be compensated.

Time limits extended by mutual agreement.

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,
APL-CIO



UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20260

January 22, 1982

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

AGE-2102
Re: Kaminski
Pittsburgh, PA (BMC) 15090
HBC-2F-C-10232

Dear Mr. Wilson:

On July 7, 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 VIII of the National Agreement when an employee who has worked an eight (8) hour tour of duty as a 204B, is allowed to work overtime as a craft employee at the end of that tour of duty.

It is the position of the Postal Service that higher level assignments are to be made in accord with Article XXV. The employee is to be given a written management order, stating beginning and approximate termination, and directing the employee to perform the duties of the higher level position.

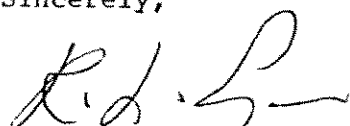
In this case, the employee was provided an assignment order (Form 1723) directing him to perform in a supervisory position from 0700, March 7, 1981, to 1530, March 20, 1981. We conclude in this case that this employee was in the supervisory status for all work time included. He should not work craft overtime during the period covered by the assignment order.

We, therefore, mutually agree that if the higher level employee named by this grievance worked craft overtime on March 7, 1981, a determination shall be made by the parties at the local level as to how the Overtime Desired List was violated and if so, the appropriate employee to be compensated.

Time limits extended by mutual agreement.

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



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

MAR 02 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

ARTICLE	8
SECTION	5
SUBJECT	204-B
	BARG UNIT O.T.

RECEIVED IN THE OFFICE OF

MAR 3 1983

JAMES I. ADAMS

Dear Mr. Adams:

On February 8 you met with Frank Dyer in pre-arbitration discussion of H1C-5G-C 5929, Visalia, California. The question in this grievance is whether management properly utilized an acting supervisor in a clerk craft overtime assignment.

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


1. An acting supervisor (204-B) will not be utilized in lieu of a bargaining-unit employee for the purpose of bargaining-unit overtime.
2. The PS Form 1723 shall determine the time and date an employee begins and ends the detail.
3. An employee detailed to an acting supervisory position will not perform bargaining-unit overtime immediately prior to or immediately after such detail unless all available bargaining-unit employees are utilized.
4. Due to the various situations that could occur, each set of fact circumstances will be determined on a case-by-case basis.
5. Therefore, this case is remanded to the region for determination and compensation of the by-passed employee.


Mr. James I. Adams

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Please sign the attached copy of this letter acknowledging your agreement with this settlement, withdrawing HIC-5G-C 5929 from the pending national arbitration listing.

Sincerely,


Bruce D. Evans
Acting Director
Office of Grievance and
Arbitration
Labor Relations Department

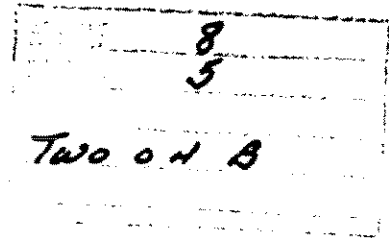

James I. Adams
Assistant Director
Maintenance Division
American Postal Workers
Union, AFL-CIO

3/4/83
Date

Enclosure



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



MAR 20 1986

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

Re: B. Levy
Canoga Park, CA 91303-9998
H4C-5G-C 8421

Dear Mr. Wevodau:

On February 19, 1986, we met to discuss the above-captioned case at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether an employee who had been on a 204b assignment was improperly assigned to work craft overtime.

After further review of this matter, we mutually agreed that there was no national interpretive issue fairly presented in this case. This is a local dispute suitable for regional determination by application of the provisions of the Step 4 settlement reached on grievance no. H1C-5G-C 5929 dated March 2, 1983. In pertinent part, that settlement provides that an employee detailed to an acting supervisory position will not perform bargaining-unit overtime immediately prior to or immediately after such detail unless all available bargaining-unit employees are utilized.

Accordingly, as we further agreed, this case is hereby remanded to Step 3 for further consideration by the parties based on a review of the provisions of the above-referenced settlement.

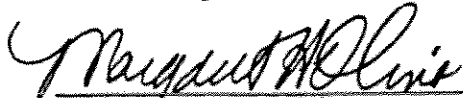
Mr. Richard I. Wevodau

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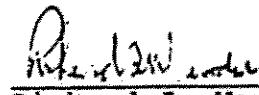
Please sign and return the enclosed copy of this decision as acknowledgment of our agreement to remand this grievance.

Time limits were extended by mutual consent.

Sincerely,



Margaret H. Oliver
Labor Relations Department



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