



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

January 5, 1981

Daniel B. Jordan, Esq.
Attorney at Law
American Postal Workers Union,
AFL-CIO
817 14th Street, NW
Washington, DC 20005

Re: E. Andrews
Washington, D. C.
A8NA-0840

Dear Mr. Jordan:

On November 14, 1980, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure with regard to disputes between the parties at the national level.

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

At issue in this case is whether the Cleveland, Ohio post office has adopted and enforced a policy whereby employees using sick leave in excess of three percent of their scheduled hours will be disciplined.

During our discussion, several points of agreement were reached. They are:

1. The USPS and the APWU agree that discipline for failure to maintain a satisfactory attendance record or "excessive absenteeism" must be determined on a case-by-case basis in light of all the relevant evidence and circumstances.
2. The USPS and the APWU agree that any rule setting a fixed amount or percentage of sick leave usage after which an employee will be, as a matter of course, automatically disciplined is inconsistent with the National Agreement and applicable handbooks and manuals.

3. The USPS will introduce no new rules and policies regarding discipline for failure to maintain a satisfactory attendance record or "excessive absenteeism" that are inconsistent with the National Agreement and applicable handbooks and manuals.

The above constitutes our national position on such matters. We do not agree that a three percent policy as stated in your grievance has been implemented in the Cleveland, Ohio post office.

The Union bases its argument on several factors. First, they feel that the content of several internal management memos clearly indicates that a three percent rule was implemented. In my review of the said documents, I do not find such clarity. Further, the authors of the documents say they had no intention of establishing a three percent rule for individual attendance. Their concern was a three percent reduction in the sick leave usage for the entire office.


Second, the Union has presented affidavits from several employees who attest that they were told by their supervisors and/or in step one grievance proceedings that if they used more than three percent sick leave they would be disciplined. The supervisors referred to have all submitted statements stating that they did not tell employees that there was a three percent rule.

Third, the Union states that the number of disciplinary actions taken with regard to excessive sick leave usage substantially increased after the memos were written. Though numbers were quoted, no documentation was submitted. The Cleveland office has submitted substantial documentation that certainly indicates that if a three percent rule was the policy, it was not being enforced. The Cleveland staff surveyed the attendance records of over seventeen hundred employees. Over 559 employees in that number had used more than three percent of their sick leave during the period January 1980 to July 1980, but were not disciplined. These statistics certainly belie the existence of a three percent rule. Management acknowledges that there has been increased emphasis on attendance, but not based on a three percent rule.

Notwithstanding those listed items to which we can agree, it is our position that in light of the fact circumstances of this case, no policy to discipline employees who used more than three percent of their sick leave existed in the Cleveland post office.

It is further our opinion, that no definitive dispute exists between the parties concerning the contractual provisions for the administration of discipline with regard to failure to maintain satisfactory attendance.

Sincerely,



Robert L. Eugene
Labor Relations Department



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

FEB 28 1984

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

Re: APWU - Local
Seattle BMC, WA 98003
HIC-5D-C 17110

Dear Mr. Connors:

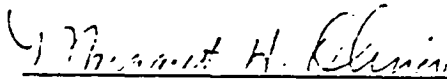
On February 3, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.


The question raised in this case is whether the placement of letters of warning and letters of sick leave restriction in an employee's Official Personnel Folder violates Article 19 of the National Agreement.

It is our mutual understanding that letters of warning and letters of sick leave restriction are clearly temporary records as defined in Handbook P-11, Section 621.431. As such, these documents are maintained on the left side of the Official Personnel Folder.

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

Sincerely,


Margaret H. Oliver
Labor Relations Department


James Connors
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO

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

June 16, 1988

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

Dear Mr. Burrus:

This letter will confirm our telephone conversation of June 10. During our conversation, we agreed that in accordance with condition number 1 of the Purge of Warning Letters Memorandum, a Letter of Warning must have been issued prior to the effective date of the National Agreement. Therefore, a Letter of Warning which was issued prior to September 10, 1987, (the operational date for purposes of the MOU) and which complied with all other applicable conditions, could ultimately be purged from an employee's personnel folder in the year 1988.

The dissemination to our field installations of the Memorandum of Understanding and the recent letter regarding our discussion of number 3 in the Memorandum of Understanding, served as our instruction to the field on this issue.

Sincerely,


William J. Downes
Director
Office of Contract Administration

Scheme Training Deficiencies Bar Removal of MPLSM Trainees

Arbitrators Dash and Parkinson have ruled that defects in USPS

instruction of MPLSM trainees who failed to qualify on their schemes constituted sufficient reason for reinstating the employees for retraining. Among the many training deficiencies noted as problems by Arbitrator Dash, the arbitrator found major violations to be the Service's failure to afford trainees 20 hours of manual scheme distribution work prior to training on the MPLSM and to set break and training times to conform with requirements in the M-5 Manual and P-49 Handbook. Arbitrator Parkinson relied exclusively on the Service's noncompliance with the Scheme Training Instructor's Guide to provide the trainee with needed "special assistance." In addition to these rulings, other arbitration awards have overturned removals for scheme failure on the basis of training procedure violations (see AIRS #823, #5034, #5336, #6771, #7966, #10714, #200205, #200405, #200595, and #200654) and poor training room conditions (see #11214 and #12154).

See Text, Page Nos. 26 & 28

USPS Improperly Assigned Clerks' Work to Small Town Postmasters

In a decision addressing a Sectional Center practice of diverting bargaining unit

work to smaller post offices and supervisory officials in those offices, Arbitrator Levak held that Level 11 Postmasters could not be assigned second class mail correction work (3579 work) which had been performed by window, mark-up and distribution (CMO) clerks. In reaching his decision, Arbitrator Levak was not persuaded by USPS assertions that considerations of efficiency and prevention of excess overtime at the Sectional Center (SC) permitted a shift in SC 3579 work to Level 11 Postmasters. The arbitrator's decision, recognizing the extreme narrowness of exceptions of Article 1.6.B's prohibition against supervisors performing bargaining unit work at smaller postal installations, rested primarily on a careful review of Postmasters' job descriptions which did not expressly authorize these officials to perform distribution work on mail from outside their own offices.

See Text, Page No. 12

Revisions to Automation Impact Statements

In a recent letter to William Burrus, Executive Vice President of the APWU,

Anthony J. Vegliante, General Manager of the Programs and Policies Division, Office of Contract Administration, stated that the USPS will issue revised automation impact statements when the impact of new mechanization or equipment on affected employees is considered "significantly greater" than projected in original impact statements.

See Appendix, Page No. 36

Clarification of Memorandum on Purge of Warning Letters

William J. Downes, Director, Office of Contract Administration, in a

June 16 letter to William Burrus, Executive Vice President of the APWU, confirmed that Letters of Warning issued prior to September 10, 1987 and meeting the other criteria of the USPS/Joint Bargaining Committee's Memorandum of Understanding, p. 197 of CBA, would be purged from an employee's personnel folder in 1988. Director Downes' correspondence with

VIEWPOINT

New Issues: Some Are Resolved, Others Await Resolution

The ratification process recently completed finalizes the 1987 negotiations procedure. As previously reported, the membership approved the contract by a vote of 105,786 in favor to 26,851 opposed. On a percentage basis, 80% of the members voting and 90% of the locals approved the tentative agreement. With that action, contractual activities that began upon receipt of the 1984 arbitrated contract and included preparation, the actual negotiations, contract ratification and the signing ceremony have now been completed. Our responsibility for the 40-month duration of the contract will be to police and enforce its provisions.

President Biller signed the new agreement on September 10, 1987, officially putting in place the new national contract.

There are many new issues that must now be defined in greater detail; and over the next several weeks, meetings will be conducted between the unions and the Postal Service to clarify specific terms of the new contract. To date, several of these issues have been resolved, as follows:

- The new contract provides for an increase in the annual leave carryover from 240 hours to 320 hours. The parties agree that employees may carry 320 hours of annual leave accumulated in the year 1987 into leave

year 1988. Such employees who discontinue service for any reason (resignation, retirement, death) will only be eligible for payment for 240 hours of annual leave during leave year 1987. Beginning the first day of the 1988 leave year, employees will be eligible for payment of up to 320 hours of earned annual leave.

- The effective date of the contract was agreed to as follows: "The 1987 USPS/APWU/NALC National Agreement is effective as of July 21, 1987, and the economic provisions are to be retroactive to include back pay. The application of the new work rule provisions will not be retroactive but rather their applications will be effective as of the signing date (September 10, 1987) of the 1987 agreement unless otherwise provided for or agreed to at the national level."

Further Discussions to Be Held

The discussions that will transpire at the national level during the next several weeks will identify in detail those issues referred to above "as otherwise provided for or agreed to at the national level."

Among the issues to be discussed are:

1. The effective date of letters of warning to be purged in accordance with the 1987 contract;



2. Clarification of the use of L... small increments in conjunction... approved sick and annual leave...
3. Whether or not employees... for transfer by installations... required to qualify on require... schemes prior to transfer to... installation;
4. The use of casual employees... changeably between the mail... and APWU/NALC National... ment-covered employees;
5. Clarification that protection... hazardous and toxic materials... medical samples;
6. Access to Form 1769 (A...