

11/15/93

Jim Thero - Nunzio Hughes - John Kean - Ted Polato - Skip Siary

FOOMS

UNITED STATES POSTAL SERVICE

154

Plant Mgr - Syracuse - Binghamton - Utica

Washington, DC 20260

DATE:

DEC 10 1993

DEC 21 1993

Handwritten signature and date: Dan L 11/17

OUR REF:

LR400:PASgro:cmv:20260-4125

SUBJECT:

APWU Transitional Employee Issues Clarification

TO:

Robert F. Hoersdig
Acting Manager, Human Resources
Columbus District
850 Twin Rivers Drive
Columbus, OH 43216-9993

RECEIVED
DEC 17 1993
District Manager
Albany, NY
12288

NORTHEAST AREA CUSTOMER SERVICE AND SALES		
DATE	SOURCE	
	ACTION	INFO
12/16/93	AFOS	
Area Mgr., Customer Service and Sales		
Mgr., Human Resources		<i>already copied</i>
Mgr., Finance		
Mgr., Customer Service Support		
Mgr., Operations Program Support		
Mgr., Sales and Account Management		
Area Mgr., Processing and Distribution		<i>already copied</i>
District Mgrs., Customer Service Support		<i>copy</i>
Other		
SUSPENSE DATE		

This memorandum is in response to your November 23 correspondence requesting clarification on two APWU TE issues, Holiday and Overtime Scheduling.

Holiday Scheduling

Your question reads, "How do APWU TEs fall into the pecking order for holiday scheduling?"

The contract is clear on this issue. Article 11.6.E. states:

"Transitional Employees will be scheduled for work on a holiday or designated holiday after all full-time volunteers are scheduled to work on their holiday or designated holiday. They will be scheduled, to the extent possible, prior to any full-time volunteers or nonvolunteers being scheduled to work a nonscheduled day or any full-time nonvolunteers being required to work their holiday or designated holiday. If the parties have locally negotiated a pecking order that would schedule full-time volunteers on a nonscheduled day, the Local Memorandum of Understanding will apply." (Underlining added)

Since you have locally negotiated a pecking order that calls for full-time volunteers on a nonscheduled day, the LMOU would apply. Not many anticipated the inclusion of TEs when negotiating Local Memoranda, so when the agreement was made with the APWU, this fact was taken into consideration. The intent is to respect the integrity of the local agreements with the inclusion of the last sentence.

Handwritten initials: JH

Based on your specific circumstance and the LMOU pecking order provided, the TEs would be scheduled after #3 and before #4.

Overtime Scheduling

Your question is, "Does the Overtime Desired List have to be given 12 hours prior to scheduling TEs for overtime?"

Before scheduling TEs for overtime, the OTDL must be maximized, unless there is a need for concurrent scheduling. TEs may be scheduled to work before the OTDL is maximized if the operational need dictates simultaneous scheduling of overtime.

For example, if the operational need requires 4 employees to work 2 hours overtime in order to get the mail out and there are 2 on the OTDL who have worked 8 hours, 2 TEs may be scheduled to work before those 2 OTDL employees are maximized at 12 hours since the operational need mandates concurrent scheduling.

-I hope this answers your request. If it does not or if there are any further questions, please contact Peter Sgro of my staff at 202-268-3824.

:(ORIGINAL SIGNED)

William J. Downes
Manager
Contract Administration APWU/NPMHU
Labor Relations

bcc: Mr. Mahon
Mr. Downes (CA 596)
Mr. Warren
Ms. Cagnoli
Mr. Froelke
Mr. DeMarco
Mr. Vegliante
Mr. Scola
Mr. Jacobs
Area Managers, Processing and Distribution
~~Area Managers, Customer Service and Sales~~
Managers, Human Resources, All Areas

File: TE
Sgro Reading File



UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260

November 5, 1992

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

Dear Bill:

This letter is in reference to our October 30 discussion regarding Transitional Employees (TEs) hired to perform distribution on LSMs.

The parties agree that such employees will be paid at level 5 until they are fully qualified. After qualification, they will be paid at level 6 for time worked on an LSM and at level 5 for time spent performing other work.

Sincerely,

Anthony J. Vegliante
General Manager
Programs and Policies Division
Office of Contract Administration
Labor Relations



UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260

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

Re: HOC-4A-C 16049
CLASS ACTION
ROCKFORD, IL 61125

Dear Mr. Burrus:

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

The issue in this grievance is whether transitional employees are entitled to higher level pay.

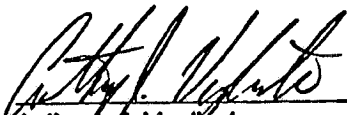
In this case, the grievants (TEs) were hired and assigned to Mail Processor, Level 4 positions. Periodically, the grievants are assigned to Distribution Clerk work, Level 5 and they are seeking higher level pay.

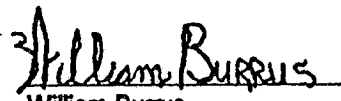
Transitional employees are not covered by Article 25, Higher Level Assignments and normally do not receive higher level pay. An exception to this provision is when a TE who is hired to fill a PTF vacancy, which requires specific skill training (LSM, FSM, SPBS), receives higher level pay only for time worked on the work assignment for which the TE has trained and qualified. Also, a TE hired to fill a duty assignment which has been withheld or held pending reversion will be paid for all work performed at the level of that duty assignment.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case to the parties at Step 3 for application of the TE agreement dated December 3, 1991.

Time limits were extended by mutual consent.

Sincerely,


Anthony J. Vegliante
Manager
Grievance and Arbitration
Labor Relations


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

Date: 4-7-93