

## AGREEMENT CONCERNING THE USE OF LOANED CLERKS IN FORT DODGE

Postal management has felt a need to use loaned clerks in the Fort Dodge Post Office from surrounding offices and has scheduled these clerks to work each week for some time. APWU recognizes that at times there may be a need to borrow clerks for other offices but is concerned that this be done in the most equitable manner possible and with the least possible disruption of the lives of its members. APWU is also concerned that these loaned clerks not be used solely as an alternative to hiring clerks to fill existing vacancies in the Fort Dodge complement.

However, as long as the need to borrow clerks exists, the parties agree to these principles to determine the scheduling of clerks from other offices into Fort Dodge.

1. The first group of clerks scheduled will be volunteers within a distance of 50 miles of Fort Dodge.
2. If additional clerks are needed the next group will volunteer within 75 miles.
3. If additional clerks are needed the next group will be non-volunteers within 50 miles of Fort Dodge on a rotating basis by craft seniority.
4. Also the intention is to utilize clerks who work less than 40 hours in their home office. Non volunteers who will work less than 40 hours in their home office will be scheduled before non volunteers will work 40 hours at home. Clerks who will work 50 hours or more at home will not be scheduled in Fort Dodge except at their request.
5. APWU and management will jointly develop a plan to monitor the proper scheduling of clerks in keeping with this agreement.
6. This agreement concerning the loaned clerks in no way limits any rights or benefits that these clerks are entitled to under the ELM or F-15, or other manuals for travel to another office. Nor will these rights be impacted by whether these clerks are volunteers or non-volunteers.
7. Leave and the effect on scheduling in Fort Dodge.
  - a. If there is a dispute about how much leave a clerk must use to be nonscheduled for a week or a day, the home Postmaster will average the hours used each week for the previous quarter and this will be the maximum leave required to have the whole week off. This figure divided by six (or seven if they work Sun. in FD) will determine the maximum number of hours to be off for the whole day. Except that on Sunday the maximum will be that figure or four hours which ever is less.

*Understands that this will not create per d (be) s*

b. If a clerk submits Annual leave or Sick leave for an entire week in their Home office it will be assumed that this includes any non-scheduled days in that service week unless told otherwise by the employee.

c. If a clerk submits a leave slip at their home office for the weekend or several days such as Friday through Sunday, the clerk will request leave for each day as outlined above. However, if under the agreed to rotation for loaned clerks, they would not be scheduled on that Sunday, the leave will not be charged except at the request of the employee. This is in recognition of the fact that these clerks generally never work Sunday and should not have to take leave on Sunday unless they are scheduled. *This scheduling process also applies to holidays. (BL)*

d. Clerks submit their annual and sick leave requests at their home office. These requests are approved based on the needs of the home office and the leave provisions of that office. These clerks are not Fort Dodge employees and are not subject to any LMOU or other agreements in Fort Dodge ( except provisions limiting their use in FD) If clerks have been approved for leave in their home office the Postmaster will inform Fort Dodge that they are not available to loan.

e. If a leave request is submitted after the clerk has been scheduled in Fort Dodge (assuming the agreed to system of weekly scheduling) then the leave request may also be subject to the needs of the Fort Dodge office and their ability to find a replacement.

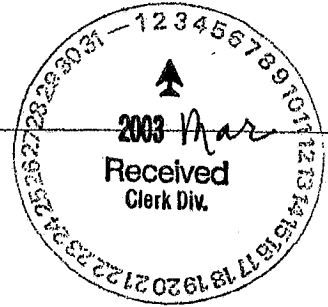
 10/3/2008  
Ted Coulson POOM for USPS date

 10/3/08  
Bruce Clark for APWU date

# **HUB CLERK**

**EXPANDING CAREER  
WORKHOUR  
OPPORTUNITIES**

LABOR RELATIONS



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.

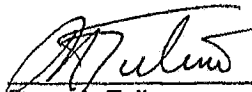
After reviewing this matter, we mutually agree to resolve this case based on the following understanding:

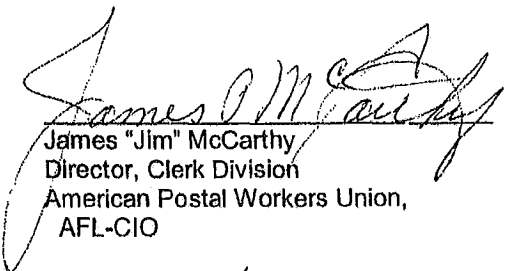
Part-time flexible clerk craft employees are placed on the part-time flexible roll, as defined under Article 37.2.D.3 of the 2000-2005 National Agreement, of the office designated "Employ Office" on their PS Form 50 (currently blocks 32-34).

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.*

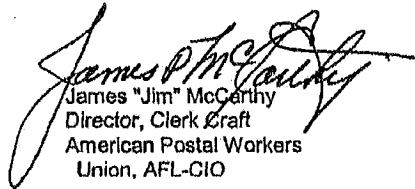


**27. What determines the location of an employee's "immediate supervisor" and "certified steward" for the purposes of Article 15.2, Step 1?**

**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



Certified# email

Date: March 9, 2009

26 grievances  
See attached list

To: Dennis Taff  
NBA, APWU  
10841 West 87<sup>th</sup> St Ste 400  
Overland Park KS 66214

Decision: **SETTLED in Part, DENIED in Part**  
Issue Codes: 36.2000, 36.2200  
Agency Rep: P Zimmerman  
Meeting Date: 03/05/2009

Dear Mr. Taff,

You and I discussed the above-captioned grievance at Step-3.

The question(s) at issue in this grievance is: Travel

After a full review of the information, contentions and arguments submitted by the representative(s) at Step 2, the decision has been made to SETTLE in part and DENY in part for the following reasons:

Settlement: Dan Skemp, APWU and Hawkeye Labor Relations are to meet to apply the following to each of the listed grievances:

If the grievant voluntarily worked at another office in order to supplement work hours (not at the request of management), the grievance will be held in abeyance at Step 2 pending final adjudication of national case Q00C-4Q-C 04184581.

If the grievant worked at another office at the request of management, JCIM Q & A on Part-Time Flexible Clerks Working in Other Installations, #20, instructs to apply the provisions of ELM 438 and Chapter 7 of the F-15. ELM 438.11.b. states: Local commuting area - the suburban area immediately surrounding the employee's official duty station and within a radius of 50 miles.

Therefore, if the clerk is assigned to work at another office within a 50 miles radius and it is within the immediate suburban area, the clerk is not entitled to pay during travel. However, if the clerk is assigned to work at another office and it does not meet both the 50 mile radius and immediate suburban area, the clerk is entitled to travel pay (pay for time spent 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). Suburban is defined as: 1 a: an outlying part of a city or town b: a smaller community adjacent to a city c. plural : the residential area on the outskirts of a city or large town.

If this criteria applies, grievant will be made whole for any lost travel pay from 14-days prior to the filing of the grievance.

ELM 438.123 states that 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

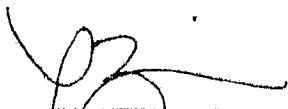
compensable travel time. This section would only apply to permanent assignments, which do not appear to be the case in these grievances.

This criterion will also be applied to future travel by PTF clerks.

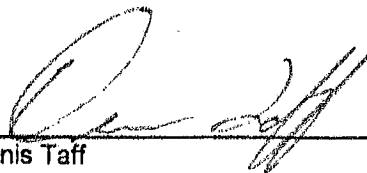
Denied: It is the Union's position that this is an ongoing violation and the Union had no knowledge or information regarding any of the individuals involved until they were contacted.

Management's position is that the liability in these cases is limited to 14-days prior to the filing of the Step 1 grievance in accordance with Article 15.2.Step 1.(a). The union contends the liability goes back beyond the 14-days as it was a continuing violation. As stated in JCIM, "...any liability normally could not extend retroactively more than fourteen days prior to the initiation of the grievance. An exception to that rule may occur when neither the grievant nor the union were aware or may reasonably have been expected to be aware (constructive knowledge) of the facts giving rise to the grievance." The state and national APWU officials handling grievances for Hawkeye District have challenged travel issues dating back to 1995, 2000, 2001. Clearly the union has had constructive knowledge of a contractual dispute on this issue. Therefore, the exception to 14 days would not be applicable in these grievances. The union's remedy to extend the period of liability beyond the contractual limit of 14-days is **DENIED** as it is outside the terms of Article 15. Furthermore, the majority of these grievances were filed over a six month period of time. It is highly unlikely that the PTF's in these individual offices all became aware of possible entitlement to travel pay and contacted the union within a relatively short period of time when some of them had been traveling between offices for years.

Based upon the aforementioned, these grievances are **SETTLED in part and DENIED in part. In accordance with Article 15.2.Step 3.(e), the union will select a representative case to arbitrate the denied portion of this issue.**



Pamela Zimmerman  
Labor Relations Specialist  
Western Area



Dennis Taff  
NBA  
APWU

cc: Western Area Processing Center

