



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

**William Burrus**  
Executive Vice President  
(202) 842-4246

June 13, 1997

Dear Mr Bazylewicz:

I have been provided documentation regarding the hiring of casual employees which indicates that their compensation is based on the EAS salary schedule. I am in need of assurance that such casuals are included in the calculations to determine compliance with Article 7 of the national agreement.

I am also in need of verification of the procedures used to insure that casuals employed during the Christmas period have previously served as casuals. The provisions of Article 7, Section 1.B.4 provides that such casuals "may be reemployed during the Christmas period". This request is that the union may monitor compliance with this provision of the national agreement.

Thank you for your attention to this matter.

Sincerely,

William Burrus

Executive Vice President

Peter Bazylewicz  
Labor Relations  
475 L'Enfant Plaza, SW  
Washington, DC 20260

WB:rb  
opeiu#2  
afl-cio

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LABOR RELATIONS



October 12, 1995

10-17 1995

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

Dear Bill:

This letter responds to your inquiries regarding the use of a temporary agency during the pilot phase of the Call Centers in Tampa, Florida, and Phoenix, Arizona. The following information provides the Postal Service's position regarding this matter.

These employees were not hired as casuals but were subcontracted from Kelly and Manpower Services to assist the Postal Service in its pilot test. Therefore, pursuant to the Step 4 grievance settlement agreement (dated 6/28/89, # H7C-NA-C 35) and William J. Downes' subsequent May 12, 1994, correspondence, temporary employees who are used to perform short-term work shall be considered as casual employees pursuant to Article 7 of the National Agreement. Further, that the term of these employees will be consistent with Article 7 of the National Agreement.

Additionally, you inquired into the method used by the Postal Service to account for the number of casuals employed in support service activities. The ORPES report reflects the number of employees in each category. The national pilot Call Centers' numbers have been manually reviewed to insure compliance, however, future ORPES reports will footnote this number and incorporate the amount as part of the casual career cap.

Should there be any questions regarding the foregoing, you may contact me at (202) 268-3831.

Sincerely,

A handwritten signature in cursive script that reads "Thomas J. Valenti".

Thomas J. Valenti  
Labor Relations Specialist  
Contract Administration (APWU/NPMHU)



7-1  
J. F. ...  
Nemas ...  
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SENIOR ASSISTANT POSTMASTER GENERAL  
EMPLOYEE AND LABOR RELATIONS GROUP  
Washington, DC 20260

June 22, 1976

MEMORANDUM TO: Regional Postmasters General

SUBJECT: Utilization of Casual Employees

As a result of a number of grievances received by this office, it is necessary to reaffirm the responsibilities of the U. S. Postal Service pursuant to the provisions of the National Agreement regarding the utilization of casual employees. The provisions in Article VII, Section 1 B 1 of the 1975 National Agreement state in part, "during the course of a service week, the employer will make every effort to ensure that qualified and available part-time flexible employees are utilized at the straight time rate prior to assigning such work to casuals."

This provision requires that the employer make every effort to ensure that qualified and available part-time employees with flexible schedules are given priority in work assignments over casual employees. Exceptions to this priority could occur, for example, (a) if both the part-time flexible and the casual employee are needed at the same time, (b) where the utilization of a part-time flexible required overtime on any given day or where it is projected that the part-time flexible will otherwise be scheduled for 40 hours during the service week, or (c) if the part-time flexible employee is not qualified or immediately available when the work is needed to be performed.

Furthermore, in keeping with the intent of the National Agreement that casuals are to be utilized as a supplemental work force, every effort should be made based on individual circumstance to utilize part-time flexible employees across craft lines (see Article VII, Section 2) in lieu of utilizing casual employees.

Please ensure that local officials are made aware of these guidelines concerning the utilization of casual employees.

James V. P. Conway

cc: Regional Directors, E&LR  
Mr. Bolger  
Mr. Dorsey

bcc: Messrs. Gildea, McMill, ...  
Gillespie, Gandal, Del Grosso