



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

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

JUL 18 1985

Re: A. Paquette
Manchester, NH 03103
H4C-1K-C 1901

W. Charron
Manchester, NH 03103
H4C-1K-C 2575

J. Horan
Manchester, NH 03103
H4C-1K-C 2576

A. Paquette
Manchester, NH 03103
H4C-1K-C 2577

A. Paquette
Manchester, NH 03103
H4C-1K-C 2626

Dear Mr. Tunstall:

On July 12, 1985, we met to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The issue in these grievances is whether LSM operators are entitled to an additional break when working in an overtime status.

During our discussion, we mutually agreed to remand these cases to the parties at Step 3 for application of the settlement agreement reached below:

The USPS acknowledges that the intent of Section 430 of the PO-405 Handbook is that management should formulate work schedules

Mr. Robert Tunstall

2

that will allow MPLSM crews to have a 15-minute break after approximately 2 hours while conforming to Section 430, a,b, and c of the PO-405 Handbook. This applies in instances where overtime is involved.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand these cases.

Sincerely,

Muriel Aikens

Muriel Aikens
Labor Relations Department

Robert L. Tunstall

Robert Tunstall
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO

CPR 89-04

APPENDIX

September 1989

LABOR RELATIONS
MR. FRANK DELELLA
931-5030 FAX

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
THE AMERICAN POSTAL WORKERS UNION, AFL-CIO
AND
THE NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

The United States Postal Service, the American Postal Workers Union, AFL-CIO, and the National Association of Letter Carriers, AFL-CIO, hereby agree to resolve the following issues which remain in dispute and arise from the application of the overtime and holiday provisions of Articles 8 and 11 of the 1984 and 1987 National Agreements. The parties agree further to remand those grievances which were timely filed and which involve the issues set forth herein for resolution in accordance with the terms of this Memorandum of Understanding.

12 Hours In A Work Day and 60 Hours In A Service Week Restrictions

The parties agree that with the exception of December, full-time employees are prohibited from working more than 12 hours in a single work day or 60 hours within a service week. In those limited instances where this provision is or has been violated and a timely grievance filed, full-time employees will be compensated at an additional premium of 50 percent of the base hourly straight time rate for those hours worked beyond the 12 or 60 hour limitation. The employment of this remedy shall not be construed as an agreement by the parties that the Employer may exceed the 12 and 60 hour limitation with impunity.

As a means of facilitating the foregoing, the parties agree that excluding December, once a full-time employee reaches 20 hours of overtime within a service week, the employee is no longer available for any additional overtime work. Furthermore, the employee's tour of duty shall be terminated once he or she reaches the 60th hour of work, in accordance with Arbitrator Mittenthal's National Level Arbitration Award on this issue, dated September 11, 1987, in case numbers H4N-NA-C 21 (3rd issue) and H4C-NA-C 27.

931-5030

September 1989

APPENDIX

GER 89-04

Holiday Work

The parties agree that the Employer may not refuse to comply with the holiday scheduling "pecking order" provisions of Article 11, Section 6 or the provisions of a Local Memorandum of Understanding in order to avoid payment of penalty overtime.

The parties further agree to remedy past and future violations of the above understanding as follows:

1. Full-time employees and part-time regular employees who file a timely grievance because they were improperly assigned to work their holiday or designated holiday will be compensated at an additional premium of 50 percent of the base hourly straight time rate.
2. For each full-time employee or part-time regular employee improperly assigned to work a holiday or designated holiday, the Employer will compensate the employee who should have worked but was not permitted to do so, pursuant to the provisions of Article 11, Section 6, or pursuant to a Local Memorandum of Understanding, at the rate of pay the employee would have earned had he or she worked on that holiday.

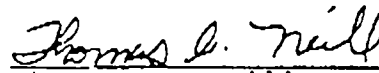
The above settles the holiday remedy question which was remanded to the parties by Arbitrator Mittenthal in his January 19, 1987 decision in B4N-NA-C 21 and B4N-NA-C 24.



William J. Downes
Director, Office of
Contract Administration
Labor Relations Department

DATE

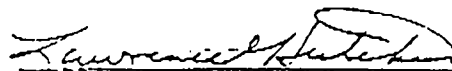
10/19/88



Thomas A. Neill
Industrial Relations Director
American Postal Workers
Union, AFL-CIO

DATE

10/19/88



Lawrence G. Hutchins
Vice President
National Association of
Letter Carriers, AFL-CIO

DATE

10/19/88



O'Donnell, Schwartz & Anderson

Counselors at Law

1300 L Street, N.W., Suite 200

Washington, D. C. 20005

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DARRYL J. ANDERSON
MARTIN R. GANZGLER
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(202) 898-1707
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JOHN F. O'DONNELL
(1907-1993)

*60 East 42nd Street
Suite 1022
New York, N. Y. 10165*



*PA. AND MS. BARS
**ALSO MD. BAR
***WISC. BAR ONLY

M E M O R A N D U M

(212) 370-5100

TO: Moe Biller
Bill Burrus
Tom Neill

FROM: Anton Hajjar

DATE: June 7, 1993

RE: Green v. USPS (MSPB June 3, 1993)

We recently won a significant handicap discrimination case before the MSPB, which held that preference eligible postal employees need not mitigate damages by seeking interim employment during the period of time that their appeals are pending. APWU member Larry Green stands to gain over 3 1/2 years of back pay (plus all his accrued annual leave), with interest -- likely to exceed \$100,000. The MSPB noted that the same rule applies to any postal employee with a meritorious EEO complaint, because the EEOC's regulations make the Back Pay Act applicable to postal EEO complaints. Myron Feine v. USPS, EEOC Dec. 04920009 (9/30/92) (cited in the Green decision at footnote 5).

The MSPB ruled that preference eligible employees are covered by the Back Pay Act by virtue of the Veteran's Preference Act, notwithstanding the fact that the Postal Reorganization Act exempts the USPS from the Back Pay Act. Therefore, ELM Section 436.22, requiring mitigation and reports of efforts to find outside employment, are irrelevant in MSPB cases (and EEOC cases) involving postal workers.¹

The facts of this case disclose exceptional callousness on the part of the USPS, and strong, continuous support for his cause by the APWU. Green, an FSM clerk, suffered from a disabling knee condition, and was on light duty. The USPS wanted to fill the FSM slot he encumbered, and ordered him to undergo a fitness for duty

¹ It is my understanding from Tom Neill that the same result may apply prospectively as a consequence of a recent settlement of a grievance challenging this ELM provision under Article 19.

Moe Biller
Bill Burrus
Tom Neill
June 8, 1993
Page 2

examination, which, of course, he failed. Contending that "permanent" light duty was not available to him, the USPS removed him on June 8, 1987 -- almost exactly 6 years from the date of this latest decision. Green filed an EEO complaint and a grievance. Ultimately an arbitrator upheld his termination. Because of a peculiarity in the EEOC's regulations, he was forced to file an appeal with the MSPB in order to obtain a hearing.

On October 4, 1988, an Administrative Judge denied his appeal, deferring to the arbitrator's award. Green appealed, and on April 26, 1991 -- almost 4 years after his removal -- the MSPB ruled in his favor, holding that it was improper to defer to the arbitrator's award, and finding that the USPS failed to reasonably accommodate his handicap. The USPS reinstated Green, but denied him all but about 2 weeks of back pay. He was unemployable in the Oklahoma City labor market, according to the Veteran's Administration, which placed him in a rehabilitation training program. By this time, Green had undergone successful knee replacement surgery, and on the advice of the Union, continued to apply for reinstatement or reemployment in any position in the USPS. The USPS denied all these requests, specifically citing the fact that his appeal from his initial removal was still pending. Green then filed a petition for enforcement. It took the MSPB almost 2 more years to decide this aspect of the case, including another round of hearings and briefs before an AJ (which Green won), and a USPS appeal to the MSPB.²

NBA Tom Maier, and the Oklahoma City Area Local, have been particularly supportive in representing Brother Green. When he finally gets his check, it may be worth a picture and a story about his (and the Union's) long fight for justice.

A copy of the decision is annexed.

cc: Firm

² Because this is a "mixed case" appeal, there is the remote possibility that the USPS can appeal again, but the procedures for doing so are cumbersome. I do not think the USPS will appeal further.

UNITED STATES OF AMERICA
MERIT SYSTEMS PROTECTION BOARD

_____)	
LARRY GREEN,)	
Appellant,)	DOCKET NUMBER
)	DA0752880424X1 ¹
v.)	
)	
UNITED STATES POSTAL SERVICE,)	DATE: <u>JUN 3 1993</u>
Agency.)	
_____)	

Anton G. Hajjar, Esquire, Washington, D.C, for the appellant.

O. D. Curry, Oklahoma City, Oklahoma, for the agency.

BEFORE

Daniel R. Levinson, Chairman
Antonio C. Amador, Vice Chairman
Jessica L. Parks, Member

OPINION AND ORDER

This case is before the Board on a petition for enforcement of the April 26, 1991, final decision of the Board canceling the appellant's removal, ordering his reinstatement and directing the agency to issue to the appellant a check for back pay, interest on back pay and other benefits. *Green v. United States Postal Service*, 47

¹ The docket number below was DA0752880424C1.

M.S.P.R. 661 (1991). For the reasons set forth below, the Board finds that the agency has NOT COMPLIED with its final decision.

BACKGROUND

The appellant was removed by the United States Postal Service (agency), effective June 8, 1987, from the position that he encumbered. He grieved the removal and filed an Equal Employment Opportunity (EEO) complaint with the agency contending that he had been subjected to discrimination on the basis of handicap. In the final decision on the EEO complaint, the agency found, inter alia, that with or without accommodation, the appellant could not perform the duties of the position. On May 31, 1988, he filed an appeal with the Board. In an initial decision that was issued on October 4, 1988, the administrative judge affirmed the agency's decision to remove the appellant. The full Board reversed the initial decision finding that the agency had discriminated against the appellant on the basis of handicap when it removed him for failure to meet the physical requirements of his position and failed to show that the accommodation the appellant was seeking was unreasonable and would impose undue hardship on the agency's operation. *Green v. United States Postal Service*, 47 M.S.P.R. at 669.

The appellant filed a petition for enforcement contending that the agency had failed to comply with the Board decision on the issue of back pay. The appellant contended that the agency did not award him back pay from

October 28, 1987, to May 23, 1991, the day that he returned to work. The agency contended that under its regulations it was not required to award back pay because the appellant had failed to make a reasonable effort to secure other employment and mitigate the amount of the back pay award. The appellant contended that, because the case involved a discrimination issue, EEOC regulations applied and there was no duty to mitigate the back pay award.

In a Recommendation that was issued on December 6, 1991, the administrative judge concluded that Postal Service regulations applied. He found that by seeking outside employment between June and October 1987, obtaining assistance from the Department of Veterans Affairs (VA), embarking on a VA-structured retraining program, and periodically seeking from the agency reinstatement to any position for which he was qualified, the appellant had made a reasonable effort to obtain employment, thereby mitigating the back pay award. The administrative judge also found that the agency did not follow its own regulations because it did not consider the job market and the unemployment rate in the local commuting area in determining whether the appellant had made a reasonable effort to secure outside employment. He recommended that the agency be found in noncompliance.

The agency has filed a response in opposition to the Recommendation contending that the appellant has not met his duty to mitigate the back pay award and that the

administrative judge erred in finding that the agency had a duty to analyze the job market if the appellant failed to apply to any other agency.² Compliance file, vol. 2, tab 1. The appellant argues that the administrative judge was correct in finding that his efforts were sufficient to mitigate the back pay award.³ Compliance file, vol. 2, tab. 2.

ANALYSIS

The Board is required, when it corrects a wrongful personnel action, to ensure that the employee is returned, as nearly as possible, to the *status quo ante*. *Kerr v. National Endowment for the Arts*, 726 F.2d 730, 733 (Fed. Cir. 1984). The Federal Circuit in *Kerr* referred to *Albemarle Paper Co. v. Moody*, 422 U.S. 405, 418-419, (1975), where the Supreme Court stated that legal remedies should place the injured party as nearly as possible in the

² The agency also argues that the appellant did not exhaust the job market between June and October 1987, as the administrative judge had stated in the Recommendation. Because the agency has awarded the appellant back pay for this period and the parties have stipulated that back pay for this period is not an issue, the matter will not be addressed.

³ The appellant argues that the agency, by not reinstating him while the removal action was still pending before the Board, was guilty of noncompliance, continuing discrimination and reprisal for the exercise of appeal rights. The initial decision affirmed the agency action and, while the matter was pending before the Board, the agency had no duty to reinstate the appellant. Reinstatement was not ordered until the Board issued its final decision. Therefore, there was no Board order requiring compliance.

situation that he or she would have occupied if the wrong had not been committed. *Kerr*, 726 F.2d at 733 n.3.

This obligation includes the enforcement of payment of back pay awards. *Spezzaferro v. Federal Aviation Administration*, 24 M.S.P.R. 25 (1984). Back pay awards to preference eligible employees of the Postal Service are governed by the Back Pay Act. *Andress v. United States Postal Service*, MSPB Docket No. CH0752890302X1 (March 10, 1993), *overruling Frazier v. United States Postal Service*, 26 M.S.P.R. 584 (1985), and its progeny to the extent that these decisions hold that the Back Pay Act is inapplicable to preference eligible employees of the Postal Service.

The agency contends that the appellant has not met his duty to mitigate the back pay award by seeking outside employment from October 28, 1987, to May 23, 1991. In support of this contention, the agency offers part 436.22 (dated May 1, 1989)⁴ of its Employee and Labor Relations Manual (ELM), which states that "back pay is allowed ... provided the person has made reasonable efforts to obtain other employment." Compliance File, tab 13. The agency also refers to Management Instruction EL-430-90-8 dated July 2, 1990, interpreting the regulation which states that employees "are responsible for mitigating damages during the

⁴ Although the back pay period in question includes the period from October 28, 1987 to May 23, 1991, the agency has not offered the regulation that was in effect prior to May 1, 1989.

period necessary to adjudicate any appeal filed." Compliance File, vol. 1, tab 4, subtab 5, page 2.

The ELM, however, is not dispositive of this case. Preference eligibles in the Postal Service are entitled to the same rights guaranteed to preference eligibles in the competitive service. 39 U.S.C. § 1005(a)(2). The Postal Service cannot by regulation alter the rules developed by construction of the Back Pay Act. *Andress v. United States Postal Service*, slip op. at 11. Part 436 of the ELM cannot be applied to wrongfully removed preference eligibles to require them to seek replacement employment while pursuing their appeals to the Board. To do so would deprive preference eligibles in the Postal Service of the rights guaranteed them under the Veterans' Preference Act of 1944, 58 Stat. 387, 390. *Id.* at 10. This was not the intention of the Postal Reorganization Act, 39 U.S.C. § 1005(a)(2). *Id.*

In *Andress*, the Board discussed the rule enunciated in *Schwartz v. United States*, 149 Ct. Cl. 145, 147 (1960), and followed in subsequent cases that an employee has reasonable grounds for not making an effort to secure other employment while seeking administrative relief, and the duty to mitigate does not arise until a final administrative decision is issued. The ELM provision at issue in *Andress* is the same one relied on by the agency in this case. Accordingly, the reasoning used in *Andress* applies to the appellant in this case. The appellant, who is a preference

eligible, was not required to seek other employment while pursuing his administrative appeal. Accordingly, the appellant's back pay award should not be diminished on the basis of an alleged failure to seek outside employment. Therefore, the appellant is entitled to back pay for the entire period from October 28, 1987, to May 23, 1991. (The record reflects that the appellant requested that annual leave be substituted for the period from February 9, 1989, to May 10, 1989. Compliance File, vol.1, tab 4, subtab 2.)

The appellant argues that the interest on the back pay award should be calculated by the method used by the National Labor Relations Board. The Back Pay Act, however, governs back pay matters when a preference eligible prevails against the Postal Service. *Andress v. United States Postal Service*, slip op at 10-11.⁵ Under the Back Pay Act, the appellant is entitled to interest. See 5 U.S.C. § 5596(b)(2)(A), (C); *Davis v. United States Postal Service*, MSPB Docket No. DA0752880436X1 (April 19, 1993). Accordingly, the agency must pay the appellant interest calculated under the Back Pay Act.

⁵ It is noteworthy that the Equal Employment Opportunity Commission (EEOC) has also recently rejected the agency's calculation of back pay in accordance with ELM 436.63, and ordered the agency to follow 5 C.F.R. § 550.805, "which sets forth a method of backpay computation under the Back Pay Act." *Myron Fiene v. United States Postal Service*, EEOC Decision 04920009 (9/30/92). The EEOC additionally ordered the agency to calculate the interest on the back pay award pursuant to the method delineated in 5 C.F.R. § 550.806 (which was drafted to "carry out" the provisions of the Back Pay Act.)

The appellant states that no mention of an award of attorney fees has been made for seeking compliance. The appellant is advised that he must file a request for attorney fees in compliance matters as he did with the removal action. See 5 C.F.R. § 1201.37.

Because we have found that the appellant had no duty to mitigate the back pay award and, therefore, the regulation is not applicable to him, we make no findings on the allegation that the agency failed to follow the regulation and consider the job market and the unemployment rate in the local commuting area in determining whether the appellant had made reasonable efforts to seek other employment.

ORDER

The agency is ORDERED to issue the appellant a check for the appropriate amount of back pay, overtime pay, interest and benefits, and no deduction may be made based on the appellant's alleged failure to seek outside employment. The agency is ORDERED to restore to the appellant all of the leave that he would have accrued but for the agency action. This restoration may be done by a lump sum payment or annual leave credit. The agency is further ORDERED to submit to the Clerk of the Board within 20 days of the date of this Order satisfactory evidence of compliance with the Board's decision. That evidence must consist of full documentation of how the agency arrived at the back pay amount.

The agency has identified C. E. Pitts, Director of Human Resources, and O. D. Curry, Labor Relations Assistant,

at Post Office Box 25998, Oklahoma City, Oklahoma 73125-9401, as the persons who are responsible for ensuring compliance. If this information is no longer correct, the agency is ORDERED to identify the individual(s) who is (are) responsible for ensuring compliance and file the name, title and mailing address of the person(s) with the Clerk of the Board within five days of the date of this Order. This information must be submitted even if the agency believes that it has fully complied with the Board's order. If the agency has not fully complied, it must show cause why sanctions, pursuant to 5 U.S.C. § 1204(a) and (e)(2)(A) (Supp. III 1991)⁶ and 5 C.F.R. § 1201.183, should not be imposed against the individual(s) responsible for the agency's continued noncompliance.

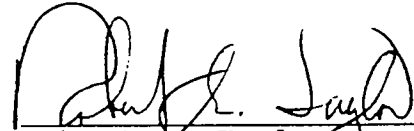
NOTICE TO THE APPELLANT

You may respond to the agency's evidence of compliance within 15 days of the date of service of that evidence. If

⁶ Section 1204(a) provides that the Board may order a federal employee to comply with its orders and enforce compliance. Section 1204(e)(2)(A) provides that the Board may order that an employee "shall not be entitled to receive payment for service as an employee during any period that the order has not been complied with." The procedures for implementing these provisions are set out at 5 C.F.R. § 1201.183.

you do not respond, the Board will assume that you are satisfied and will dismiss the petition for enforcement as moot.

FOR THE BOARD:

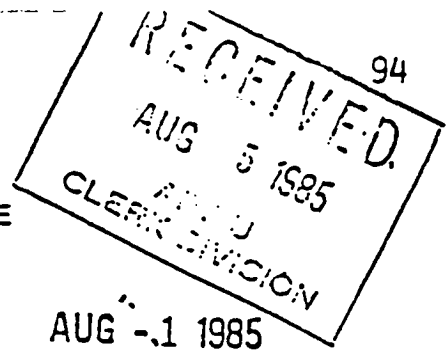


Robert E. Taylor
Clerk of the Board

Washington, D.C.



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260-0001



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

Re: R. Sharp
Little Rock, AR 72201
HLC-3F-C 43497

Dear Mr. Connors:

On June 27, 1985, and again on July 18, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated the National Agreement by denying the grievant additional time to process grievances when overtime was called.

During our discussion, we mutually agreed to settle this case based upon the following understanding:

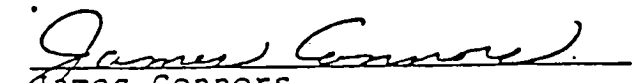
1. Requests for additional time to process grievances should be dealt with on an individual basis and shall not be unreasonably denied.
2. Management will not delay a union steward time to perform union duties based solely on the fact that the employee is in an overtime status.

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

Time limits were extended by mutual consent.

Sincerely,


Muriel Aikens
Labor Relations Department


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

LABOR RELATIONS



May 25, 1995

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

Dear Mr. Burrus:

This is in reference to your correspondence of February 23, regarding interest payments on back pay awards, wherein you state that, ". . . the Data Center is computing the interest from the date of improper withholding to the date of the agreement/decision." According to the Accounting Service Center in Minneapolis, interest is paid up to the time of payment. Further, each employee gets a worksheet which details how interest is computed.

I hope this satisfactorily addresses your concerns regarding interest on back pay.

If you have any questions concerning this matter, please contact Donna Gill of my staff at 268-2373.

Sincerely,

A handwritten signature in cursive script, appearing to read "A. J. Vegliante".

for
Anthony J. Vegliante
Manager
Contract Administration (APWU/NPMHU)

▲
MAY 1995
Received
Office of The
Executive
Vice President



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Moe Biller, President
(202) 842-4246

February 23, 1995

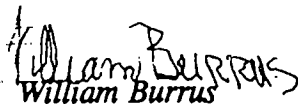
Dear Mr. Vegliante:

I am informed that the Postal Data Center has unilaterally implemented a policy of compensating employee(s) interest on monies improperly denied. When interest is awarded through agreement or decision, the Data Center is computing the interest from the date of improper withholding to the date of the agreement/decision. This policy does not account for the normal lengthy delay from agreement/decision until actual payment and denies the employee(s) full benefit of the decision, eliminating full reimbursement as per the agreement.

It is the position of the union that agreements/decisions providing interest on improperly withheld monies, unless specifically limited, apply to the entire period that the affected employee(s) are denied access to the funds.

Please review and advise of the employer's interpretation.

Sincerely,


William Burrus
Executive Vice President

Anthony J. Vegliante, Manager
Grievance & Arbitration Division
475 L'Enfant Plaza, SW
Washington, DC 20260

WB:rb
opeiu#2
afl-cio

National Executive Board

Moe Biller
President

William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Thomas A. Neill
Industrial Relations Director

Robert L. Tunstall
Director, Clerk Division

James W. Lungberg
Director, Maintenance Division

Donald A. Ross
Director, MVS Division

George N. McKeithen
Director, SDM Division

Regional Coordinators

James P. Williams
Central Region

Jim Burke
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Terry Stapleton
Southern Region

Raydell R. Moore
Western Region



RECEIVED

JUL 7 1988

OFFICE OF THE PRESIDENT

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

July 1, 1988

EXECUTIVE OFFICE OF THE PRESIDENT
JUL 1 1988

Mr. Moe Biller
President
American Postal Workers
Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4107

Dear Moe:

This is in further response to your letter of April 5 regarding whether a dispute exists over the interpretation of Article 8, Section 8.B.

It is the interpretation of the American Postal Workers Union, AFL-CIO (APWU) that once an employee is scheduled for duty on a nonscheduled day and that employee reports late, the employee is entitled to work the remainder of his or her 8-hour guarantee period. The APWU also states that such an interpretation would be consistent with the practice on a regular scheduled day as defined in Article 8, Section 2.

While your letter stated that certain practices exist with respect to Article 8, Section 8.B, your letter did not provide the specific facts necessary to conduct an investigation.

However, as a general policy matter, an employee who is called in on his or her nonscheduled day has the same reporting obligations as an employee on a regularly scheduled day. The guaranteed time under Article 8, Section 8.B, would come into effect after the employee has reported as scheduled.

As outlined in the Employee and Labor Relations Manual (ELM), Section 432.61, guaranteed time is paid time not worked under the guarantee provision of the collective-bargaining

Mr. Biller

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agreements for periods when an employee has been released by the supervisor and has clocked out prior to the end of a guaranteed period (emphasis added). It applies only in an overtime situation, with the exception being for employees in the Letter Carrier Craft.

It must be noted, however, that there are conditions under which an employee will not be compensated after he reports as scheduled. Section 432.63 of the ELM states this would occur when an employee requests to leave the postal premises because of illness or for personal reasons. Moreover, an employee will not be compensated when that employee leaves without proper authorization.

The same general principle that applies to the end of an employee's tour of duty also applies to the beginning of his or her tour of duty, that is an employee may create a situation which negates the application of the call-in guarantee.

The guarantees of Article 8, Section 8, are predicated on the employee reporting to work as scheduled. The reporting requirements as outlined in the Time and Attendance Handbook, F-21, Section 142, are not changed because it is an overtime situation. If an employee has an unscheduled tardiness or does not call in or has not been properly excused by management, the employee is considered absent without leave (AWOL), pending receipt of the facts of the case. This policy is clearly stated in Handbook F-21, Sections 142 and 393.

Therefore, when an employee is scheduled for overtime on his/her nonscheduled day and does not report as scheduled because of tardiness, and has not been properly excused according to our policies, the employee is not entitled to work the remainder of the 8-hour guarantee as scheduled. Since unscheduled tardiness creates operational uncertainty, it would simply be inefficient for management to allow an employee to report tardy, through no fault of management, and be entitled to work the remainder of his tour when, out of necessity, his supervisor may have had to replace that employee with another employee.

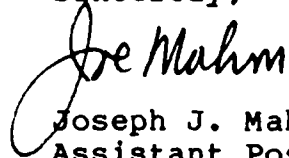
While the foregoing outlines our general policy, each incident must be weighed on the facts and circumstances involved. In some situations, an employee may report tardy and work the remainder of the tour. However, that would be a management decision based upon the circumstances involved and not an entitlement under the guarantees of Article 8, Section 8.B.

Mr. Biller

3

Should there be any questions regarding this matter, please contact William Scott at 268-3843.

Sincerely,

A handwritten signature in cursive script that reads "Joe Mahon". The signature is written in black ink and is positioned above the typed name and title.

Joseph J. Mahon, Jr.
Assistant Postmaster General

American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Moe Biller, President
(202) 842-4246

April 5, 1988

Mr. Joseph J. Mahon, Jr.
Assistant Postmaster General
Labor Relations Department
United States Postal Service
475 L'Enfant Plaza, SW
Washington, D. C. 20260


Dear Mr. Mahon:

I am writing in accordance with Article 15, Section 3 to determine if a dispute exists over the interpretation of Article 8, Section 8.B.

It is the APWU interpretation that once an employee is scheduled to report for duty on a non-scheduled day and the employee reports late, or tardy, the employee is entitled to work the remainder of the 8-hour guarantee as scheduled. This would be consistent with the practice on a regular scheduled day as defined in Article 8, Section 2. It appears that some offices are taking the position that if an employee is tardy managers have the option of not utilizing the employee for the scheduled overtime.

If the Postal Service interpretation is different or you have any questions, please contact Mr. Tom Neill of my staff at 842-4273.

Sincerely,


Moe Biller
President

MB:kj
opeiu #2
afl-cio

National Executive Board
Moe Biller, President

William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Thomas A. Neill
Industrial Relations Director

Kenneth D. Wilson
Director, Clerk Division

I. Wevodau
Maintenance Division

Donald A. Ross
Director, MVS Division

George N. McKeithen
Director, SDM Division

Norman L. Steward
Director, Mail Handler Division

Regional Coordinators

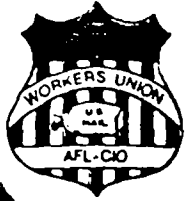
Raydell R. Moore
Western Region

James P. Williams
Central Region

Philip C. Flemming, Jr.
Eastern Region

Romualdo "Willie" Sanchez
Northeastern Region

Arche Salisbury
Southern Region



American Postal Workers Union, AFL-CIO

817 Fourteenth Street, N.W., Washington, D.C. 20005 • (202) 842-4246

WILLIAM BURRUS
Executive Vice President

May 16, 1985

Dear Mr. Henry:

This is in regard to the grievance settlement of April 17, 1985 between the Postal Service and NALC resolving the dispute of temporary vacancy schedules. The American Postal Workers Union is not a party to the settlement and this correspondence serves as notice that we believe it to be in violation of the clear language of the contract and prior arbitration awards. The APWU insists that this settlement not be cited to prejudice the union's position in future disputes.

Sincerely,

William Burrus
William Burrus,
Executive Vice President

Bill Henry
Labor Relations Department
United States Postal Service
475 L'Enfant Plaza, S.W.
Washington, D.C. 20260

WB:mc

NATIONAL EXECUTIVE BOARD • MOE BILLER, President

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Executive Vice President
DOUGLAS HOLBROOK
Secretary-Treasurer
JOHN A. MORGAN
Director, Clerk Division

RICHARD J. WEVODAL
Director, Maintenance Division
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Director, MVS Division
SAMUEL ANDERSON
Director, SDM Division

THOMAS A. NEILL
Industrial Relations Director
KEN LEINER
Director, Mail Handler Division

REGIONAL COORDINATORS
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Western Region
JAMES P. WILLIAMS
Central Region

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Eastern Region
NEAL VACCARO
Northeastern Region
ARCHIE SALISBURY
Southern Region

LR320:FMDyer:jda:4132:04/11/85

bcc: Mr. Fritsch—RF

Mr. Henry

Ms. Barber

Mr. McDougald

Mr. Dyer

Ms. Webb

Reg. GMS, LRD

File: Subject

Reading

(14.HKN-1J-C 6766)

240
4/16/85
KLS-1

Mr. Francis J. Conners
Vice President
National Association of
Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

Dear Mr. Conners:

Recently you and Dave Noble met with George McDougald and myself in prearbitration discussion of HKN-1J-C 6766, Torrington, Connecticut. The question in this grievance is whether management restricted the bidding for a temporary vacant VCHA position to employees with the same schedule as the position.

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

1. Where temporary bargaining-unit vacancies are posted, employees requesting these details assume the hours and days off without the Postal Service incurring any out-of-schedule liability.
2. The bargaining-unit vacancies will not be restricted to employees with the same schedule as the vacant position.

Please sign and return the enclosed copy of this letter acknowledging your agreement to settle this case, withdrawing HKN-1J-C 6766 from the pending national arbitration listing.

Sincerely,

(signed)

William E. Henry, Jr.
Director
Office of Grievance and
Arbitration
Labor Relations Department

(signed)

Francis J. Conners
Vice President
National Association of
Letter Carriers, AFL-CIO

APR 17 1985

(Date)

Enclosure



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

ARTICLE	8
SECTION	4 B
SUBJECT	204 B O.T.

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

JUN 07 1985

Re: Class Action
Kankakee, IL 60901
H1C-4A-C 32956

Dear Mr. Connors:

On May 9, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure set forth in the 1981 National Agreement.

The question raised in this grievance is whether management improperly scheduled B. LeClaire for craft overtime on June 17, 1984.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. Whether or not management improperly scheduled B. LeClaire for craft overtime on June 17, 1984, can be determined by applying the prearbitration settlement in case H1C-5G-C 5929, Visalia, California to the circumstances involved in this grievance. Specifically, the parties at this level agree that:

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.

Mr. James Connors

2

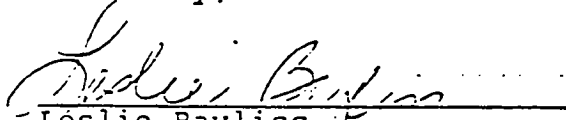
5. Therefore, this case is remanded to the region for determination and compensation of the by-passed employee, if appropriate.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing if necessary.


Please sign and return a copy of this letter as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,



Leslie Bayliss
Labor Relations Department



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



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

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

MAY 15 1985

Re: APWU Local
Des Moines, IA 50318
H1C-4K-C 36493

Dear Mr. Wevodau:

On May 2, 1985, 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 overtime.

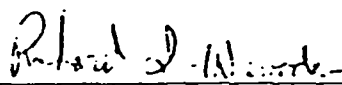
After further review of this matter, we mutually agreed that there was no national interpretive issue fairly presented in this case. This is a local dispute suitable for regional determination by application of the provisions of the Step 4 settlement reached on grievance no. H1C-5G-C 5929 dated March 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.

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

Sincerely,


Margaret H. Oliver
Labor Relations Department


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



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

SEP 5 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: E. Flores
El Paso, TX 79910
H4C-3A-C 18463

Dear Mr. Wevodau:

On July 24, 1986, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether rights of the grievant were violated when an employee on a 204B detail worked overtime.

During our discussion, we mutually agreed 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.

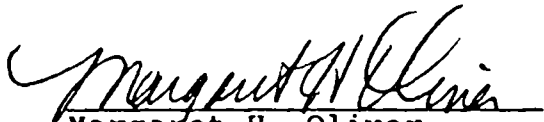
Mr. Richard I. Wevodau

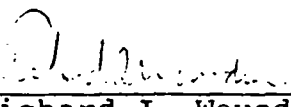
2

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case for application of the above to the facts involved.

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



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

MAR 02 1983

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

RECEIVED IN THE OFFICE OF

MAR 3 1983

JAMES I. ADAMS

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

Dear Mr. Adams:

On February 8 you met with Frank Dyer in pre-arbitration discussion of HLC-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

2

Please sign the attached copy of this letter acknowledging your agreement with this settlement, withdrawing H1C-5G-C 5929 from the pending national arbitration listing.

Sincerely,

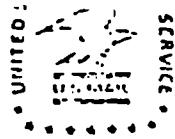
3/4/83
Date

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

Enclosure

SEP 12 1975



16
Sec. 5

EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

September 11, 1975

UNION EXHIBIT # 6

Mr. Emmet Andrews
Director of Industrial Relations
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Dear Mr. Andrews:

The following disposition of pending national grievance AB-NAT-8021 is agreed to by the American Postal Workers Union and the United States Postal Service regarding Article VIII, section 5(f):

Except in December or in an emergency, a full-time regular employee whose name is on the Overtime Desired List shall not be required to work over 10 hours in a day or more than 6 days in a week. However, any full-time regular employee (selected to work overtime pursuant to Article VIII, Section 5 (C-D) may request to work beyond the tenth hour or more than 6 days in a week. It will not be a violation of the National Agreement if management grants such requests.

Please sign the attached copy to acknowledge the agreed to settlement.

James G. Merrill
James G. Merrill
General Manager
Grievance Division
Labor Relations Department

Emmet Andrews
Emmet Andrews
Director of Industrial Relations
American Postal Workers Union,
AFL-CIO



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

August 27, 1981

Mr. William Burrus
General Executive Vice President
American Postal Workers Union,
AFL-CIO
817 14th Street, NW
Washington, DC 20005

Re: Article VIII, Section 4.F.

This is in response to your request for clarification of the recently negotiated contract provision dealing with the restriction that employees may not be required to work more than five consecutive days of overtime in a week.

Please be advised it is the position of the Postal Service that the beginning or conclusion of an employee's workweek will not be used as an artificial barrier to require an employee to work overtime beyond the five consecutive day limitation.

Our field managers will be advised of this interpretation.

Sincerely,

Thomas J. Fritsch
General Manager
Grievance Division
Office of Grievance and
Arbitration
Labor Relations Department

Subject, Chron, Reading, Art. File, Lerch
LR310:MKOliver:htay25:7/2/85

JUL - 3 1985

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

Re: Class Action
Sayville, NY 11782
NLC-1M-C 41385

Dear Mr. Nevodau:

On June 25, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether local management violated Article 8 when an employee on limited duty was permitted to work overtime.

It is the position of the Postal Service that when full-time regular employees are selected to work overtime under the terms set forth in Article 8.5.C., those employees on light duty are passed over.

It is also the position of the Postal Service that when full-time regular employees are selected for overtime under the provisions of Article 8.5.D., those in a light or limited duty status may be selected if work is available within their prescribed medical restrictions.

According to information in the grievance file, the employee in this case was in a limited duty status. Under the circumstances, we find no contractual violation and the grievance is denied.

Sincerely,
(Original signed)

Margaret M. Oliver
Labor Relations Department

Post-It® Fax Note	7671	Date	7/28	# of pages	1
From		Bill Burrus			
Co./Dept		Anthony Vegliano			
Phone #		268-3801			
Fax #		842-4297			
		268-6946			



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

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

Dear Mr. Wevodau:


Recently you met with Frank Dyer in prearbitration discussion of H1C-5E-C 11795, Honolulu, Hawaii. The question in this grievance is whether an employee on the overtime desired list may be required to work overtime on more than 5 consecutive days.

It was mutually agreed to full settlement as follows:


Except in December or in an emergency, a full-time regular employee, whose name is on the overtime desired list, shall not be required to involuntarily work over 10 hours in a day, more than 6 days in a week, or work overtime on more than 5 consecutive days in a week. However, any full-time regular employee selected to work overtime pursuant to Article VIII, Section 5 (C-D), may volunteer to work beyond the 10th hour, or more than 5 consecutive days in a week, including the employee's 6th and/or 7th day. It will not be a violation of the National Agreement if management grants such a request.

Please sign and return the enclosed copy of this letter acknowledging your agreement with this settlement, withdrawing H1C-5E-C 11795 from the pending national arbitration listing.

Sincerely,



William E. Henry
Director
Office of Grievance and
Arbitration
Labor Relations Department



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

4/19/84
Date

Enclosure



UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW
Washington, DC 20260

January 22, 1982

1978 AGREEMENT

ARTICLE 8 SECTION 5A

SUBJECT

204B O.T.

APWU NAT # _____

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 25 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,
AFL-CIO



LABOR RELATIONS

UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4000

August 2, 1993

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

Dear Bill:

It has come to my attention that the precise wording of the parties' agreement concerning overtime for APWU transitional employees may be misleading as to the intent of the parties. Article 8.4.G of the Memorandum of Understanding on APWU Transitional Employees dated December 3, 1991, provides for overtime only "for work performed in excess of forty (40) work hours in any one service week." Although the parties have a history of using the phrase "work hours" to include paid hours, it was not the intent of the parties, as we discussed in negotiations concerning the Memorandum of Understanding, to grant transitional employees postal overtime.

Indeed, the provisions of Article 8.4 of the National Agreement relating to payment of postal overtime do not apply to APWU transitional employees. The obligation to pay overtime under Section 4.G when a transitional employee performs in excess of forty (40) work hours in a service week was intended to correspond to the employer's obligation to pay overtime pursuant to the Fair Labor Standards Act (FLSA). In this case, "work hours" means precisely that, and does not include paid non-work hours, such as leave hours, which are not counted as work hours under the FLSA. Thus, it was our intent in the first paragraph of Section 4.G to reiterate the employer's obligation to pay FLSA overtime.

Sincerely,


William J. Downes
Manager

Contract Administration APWU/NPMHU
Labor Relations

'AUG 1993

**FACSIMILE COVER LETTER**

PLEASE DELIVER THE FOLLOWING PAGES

TO: William Burrus
American Postal Workers' Union,
AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128
(202) 842-4246
FAX: (202) 842-4297

FROM: Samuel M. Pulcrano
Manager, Contract Administration
USPS Headquarters
475 L'Enfant Plaza, SW
Washington, DC 20260-4125
(202) 268-3811
FAX: (202) 268-6946

DATE: DECEMBER 23, 1997
NUMBER OF PAGES (INCLUDING COVER):

2

COMMENTS: Holiday Paycheck Distribution (Pay period 26-97)

USPS FIN 23-9904
MINNEAPOLIS PDC
REPORT AAN800P1 SFX
B/A 1K MSC 966 SUB

DDE/DR BROADCAST MESSAGE

12/23/97 08:00 EDST

TO: DDE/DR FINANCE

* * * * *
*
* PLEASE! GIVE A COPY OF THIS MESSAGE TO YOUR FINANCE OFFICE *
*
* * * * *

SUBJECT: HOLIDAY PAYCHECK DISTRIBUTION (PAY PERIOD 26-97)

THE PAYDAY FOR PAY PERIOD 26-97 IS FRIDAY 12/26/97. IN THE SPIRIT OF THE SEASON, ALL AVAILABLE CHECKS AND EARNING STATEMENTS MAY BE GIVEN OUT TO EMPLOYEES AT THE CLOSE OF BUSINESS (AFTER 3:00PM) ON WEDNESDAY, DECEMBER 24.

PLEASE REMIND EMPLOYEES THAT CHECKS CANNOT BE CASHED UNTIL FRIDAY, DECEMBER 26.

PAYROLL ACCOUNTING/RECORDS WISHES YOU THE VERY BEST FOR THE HOLIDAYS AND THE NEW YEAR.

IF YOU HAVE ANY QUESTIONS REGARDING THE ABOVE,
PLEASE CALL MINNEAPOLIS ISC CUSTOMER SUPPORT AT 1-800-877-7435,
OPTION 1 -- OR - 612-725-1222.

ELIZABETH L. SMITH
MANAGER, PAYROLL ACCOUNTING/RECORDS
FINANCE
USPS-HEADQUARTERS

USPS FIN 08-9904
MINNEAPOLIS PDC
REPORT AAN800P1 SFX
B/A 1B MSC 952 SUB

PAGE 1

11/25/97 15:00 EDST

TO: DDE/DR FINANCE

Post-it* Fax Note	7671	Date	12-7-97	# of pages	▶
To	Bill Burrus		From	Steve Althouse	
Co./Dept			Co.		
Phone #			Phone #		
Fax #			Fax #	978-777-7419	

 *
 * PLEASE! GIVE A COPY OF THIS MESSAGE TO YOUR FINANCE OFFICE *
 *

SUBJECT: HOLIDAY PAYCHECK DISTRIBUTION (REVISED)

THE PAYDAY FOR PAY PERIOD 24-97 IS FRIDAY, 11/28/97 AND THE PAYDAY FOR PAY PERIOD 26-97 IS FRIDAY 12/26/97.

THE PAYDAY FOR BOTH OF THESE PAY PERIODS FALLS ON THE DAY AFTER THE HOLIDAYS, THANKSGIVING AND CHRISTMAS RESPECTIVELY.

THE CHECKS AND EARNINGS STATEMENTS WHICH ARE NORMALLY DISTRIBUTED TO TOUR ONE AND TOUR THREE EMPLOYEES ON THURSDAY NIGHT AT THE END OF THEIR TOUR, MAY BE DISTRIBUTED ON WEDNESDAY NIGHT TO THESE EMPLOYEES AT THE >> END OF THEIR TOUR, << PROVIDED THE CHECKS ARE AVAILABLE AT THE EMPLOYEE'S PAY LOCATION.

THERE WILL BE NO OTHER EXCEPTIONS TO THE DISTRIBUTION OF THE PAYCHECKS FOR THESE HOLIDAYS.

IF YOU HAVE ANY QUESTIONS REGARDING VIEW DIRECT ACCESS TO REPORTS PLEASE CALL MINNEAPOLIS ISC CUSTOMER SUPPORT AT 1-800-877-7435, OPTION 1 -- OR - 612-725-1222.

ELIZABETH L. SMITH
MANAGER, PAYROLL ACCOUNTING/RECORDS
FINANCE
USPS-HEADQUARTERS

Bill - There is no provision for people who have pre-scheduled leave on Friday.

Steve Althouse



February 5, 1998

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

Dear Mr. Burrus:

This letter is in further response to your January 6, 1998 correspondence and our teleconference with Ms. Cheryl Hubbard of Corporate Payroll/Accounting regarding what you termed "management instructions" (a copy of which you enclosed with your letter) for an adjustment process to determine employee eligibility for Penalty Pay.

As discussed, the Family Medical Leave Act (FMLA) required payroll to capture the family and medical leave absences. The hours codes developed for FMLA in the Electronic Time Clock (ETC) system is tied to hours codes already in the system today. As clearly stated during our teleconference, there is no change on how penalty overtime is calculated because of the addition of FMLA hours codes in ETC.

I hope this fully satisfies your inquiry. If you have any further questions, please do not hesitate to contact me at (202) 268-3811.

Sincerely,

A handwritten signature in black ink, appearing to read "Samuel M. Pulcrano".

Samuel M. Pulcrano
Manager
Contract Administration (APWU/NPMHU)

1984 NATIONAL AGREEMENTS
USPS - APWU/NALC
USPS - NPOMH
ARTICLE 8 BRIEFING INFORMATION

The following is a brief overview of the new Article 8 provisions involving Penalty Overtime Pay:

- o The new provisions of Article 8, Hours of Work, of the 1984 National Agreements with the APWU/NALC and the Mailhandlers were effective 1/19/85.
- o New language in Article 8, Section 4 provides for a new category of pay entitled Penalty Overtime Pay. Penalty Overtime Pay is paid at two times the base hourly straight time rate. Penalty overtime pay will not be paid for any hours worked in the month of December.
- o For full-time employees, Penalty Overtime Pay is paid for all work in contravention of the restrictions identified in Article 8, Section 5.F. Article 8, Section 5.F provides that full-time employees may not be required to work:
 1. overtime on more than four of the employee's five regularly scheduled workdays.
 2. over 10 hours on a regularly scheduled workday.
 3. over 8 hours on a non-scheduled day.
 4. on more than 1 non-scheduled day.
- o Violations of any of the above requires the payment of Penalty Overtime Pay; whether or not the employee volunteers or is required to work.
- o Beginning the first full pay period after 9/1/85, excluding December, part-time employees will receive Penalty Overtime Pay for all work in excess of 10 hours in a service day or 56 hours in a service week.
- o Article 8, Section 5.G provides that full-time employees not on the ODL may not be required to work overtime until all available employees on the list have worked up to 12 hours in a day or 60 hours in a week. Employees on the ODL may not work more than 12 hours in a day or 60 hours in a service week.
- o In addition a related memorandum requires that ODLs are to be annotated to indicate those employees volunteering to work up to 12 hours on 4 of their 5 regularly scheduled workdays. The ODLs would then have 2 categories of volunteers:

1. volunteers who wish to work up to 12 hours per day and a maximum of 60 hours per week.
2. volunteers who wish to work up to 10 hours per day and a maximum of 56 hours per week.

Labor Relations Department
January 23, 1985

QUESTIONS AND ANSWERS

The following is a compilation of questions and answers concerning the application of the new provisions of Article 8, Sections 4 and 5.

1. Will penalty overtime be computed manually or by the FDCs?

Answer:

See Postal Bulletin 21495 dated January 14, 1985.

2. Is an employee entitled to penalty overtime pay even if that employee volunteers to work in excess of the restrictions identified in Article 8, Section 5.F?

Answer:

Yes, excluding December, any work in excess of those restrictions should be compensated at the penalty overtime pay rate; regardless of whether or not the employee volunteered. By signing the overtime desired list, an employee has indicated a willingness to work up to 12 hours in a day and 60 hours in a service week; the employee will receive penalty overtime pay for all hours which exceed the provisions of Article 8, Section 5.F.

3. Have there been any negotiated changes to the policies concerning providing overtime work to either part-time flexible employees or full-time employees?

Answer:

No.

4. Must all employees on the overtime desired list work 12 hours per day before an employee not on the list works any overtime?

Answer:

Not in all circumstances. All available employees on the overtime desired list must be required to work up to 12 hours per day and 60 per week prior to utilizing an employee not on the overtime desired list.

"Available" is the key. For example, if it is not possible to complete the required work in the time available using only overtime desired list employees; then employees not on the list may be used.

5. Does an employee's non-scheduled day of overtime affect the number of days an employee is eligible to work overtime in a service week?

Answer:

No. An employee may work overtime on one non-scheduled day and 4 of the 5 scheduled days in a service week. These days may be consecutive calendar days.

6. May letter carriers not on the overtime desired list be required to work overtime on their own route?

Answer:

Yes. Seek to use auxiliary assistance first; but when such assistance is not available, use the non-overtime desired list carrier on his/her own route.

7. Can you require a full-time employee to work overtime on more than 4 of the employee's 5 scheduled days as long as you pay penalty overtime?

Answer:

Employees work as directed by management. Normally, the employee should not be required to work overtime on the fifth day, with the exception of December.

8. Can you require a full-time employee not on the overtime desired list to work over 10 hours per day?

Answer:

Employees work as directed by management. A full-time employee not on the overtime desired list should not be required to work over 10 hours per day, with the exception of December.

9. Can you require a full-time employee to work more than 8 hours on a non-scheduled day?

Answer:

Employees work as directed by management. With the exception of December, a full-time employee should not be required to work more than 8 hours on a non-scheduled day whether or not the employee is on the overtime desired list.

10. Is it permissible to require a full-time employee who has Friday and Saturday as non-scheduled days to work Sunday of week 1 through Thursday of week 2? *

Answer:

Yes, assuming appropriate application of the overtime desired list, because the employee would be working only one non-scheduled day in each of the service weeks.

11. Can we require those employees on the "10 hour" overtime desired list to work an 11th hour before going to those employees on the "12 hour" overtime desired list?

Answer:

That may be permissible, if no "12 hour" employees are available.

12. Article 8, Section 5.G provides that employees not on the overtime desired list may be required to work overtime only if all available employees on the overtime desired list have worked up to 12 hours in a day or 60 hours in a service week. Does this mean that the supervisor will maintain a continuous tally of overtime worked?

Answer:

Local records will need to be kept.

13. In the case of overtime requirements early in a service week, how would a supervisor know whether all overtime desired list employees would be utilized for 60 hours that week?

Answer:

Overtime would be scheduled that day based upon immediate needs.

14. Can an employee who is not on the overtime desired list voluntarily work overtime if an available employee on the overtime desired list has not been directed to work more than 10 hours?

Answer:

The available overtime desired list employee should be required to work; even though it may require the payment of penalty pay.

15. If an employee not on the overtime desired list works overtime, are you obligated to work all those on the list 12 hours?

Answer:

Not necessarily. Factors to consider would be the availability of those on the overtime desired list and the operational timeframe available in which to accomplish the work.

16. If it were necessary that all employees (overtime desired list and non-overtime desired list) work 2

hours overtime; must the overtime desired list employees be provided 2 additional hours of work?

Answer:

If there were no operational timeframes or constraints which had first required scheduling to include non-overtime desired list employees, then those available overtime desired list employees would be entitled to 2 additional hours of overtime work. *

17. Would it be considered a violation if an employee not on the overtime desired list were required to work overtime when those on the list have been scheduled to work 12 hours on a particular workday?

Answer:

No.

18. What is the preferred method to indicate those employees interested in working in excess of 10 hours in a day?

Answers:

The preferred method would be to annotate those employees' names on the overtime desired list by use of an asterisk.

19. In view of the provisions of the overtime memorandum, should an addendum to the present quarter's overtime desired list, i.e., that which is in effect on January 19, 1985, be posted for signing by employees who wish to work more than 10 hours a day?

Answer:

This should be discussed with the local union. Locally arrange an interim method to allow a brief period for redesignation by employees.

20. After exhausting the names of the employees on the overtime desired list desiring to work 12 hours, can those "10 hour employees" be forced to work 12?

Answer:

Yes; before using employees not on the overtime desired list.

21. Is an employee permitted to volunteer to work in excess of 12 hours per day?

Answer:

No, except in the month of December.

22. Is an employee permitted to volunteer to work in excess of 60 hours in a service week?

Answer:

No, except in the month of December.

23. Is an employee permitted to volunteer to work the 7th day in a service week if the total hours for the week do not exceed 60 hours? *

Answer:

No, except in the month of December.

24. Is an employee permitted to volunteer to work overtime on more than 4 of the 5 scheduled days?

Answer:

No, except in the month of December. *

25. Can an employee work overtime on 5 or more consecutive days?

Answer:

Yes. For example, an employee could work overtime on 4 consecutive scheduled days and on one non-scheduled day.

26. When a full-time employee is called back to work does the penalty pay provision apply?

Answer:

Yes. Penalty Overtime Pay is paid whenever the total work and paid leave hours exceed 10 hours on a service day.

27. Must employees on the ODL be used for 4 hours of overtime on their scheduled workdays prior to using non-ODL employees for any overtime?

Answer:

Yes, unless there are no ODL employees available to work the needed overtime.

28. Does "Holiday Worked Pay" count towards the 56 and 60 hour limits?

Answer:

No. "Holiday Worked Pay" is a premium paid to eligible employees for hours worked on a holiday. However, since employees are given credit for paid leave hours for overtime calculations, "Holiday Leave Pay" does count towards the 56 and 60 hour limits.

29. If non-ODL employees are required to work overtime are they entitled to Penalty Overtime Pay for all overtime hours worked?

Answer:

No, they are only entitled to Penalty Overtime Pay if the hours worked are in contravention of the restrictions in Article 8, Section 5.F.

30. Article 8, Section 4.E states "...employees will receive penalty overtime pay for all work in excess of..." What is the intent of the word "work"?

Answer:

The term "work," as used in Section 4.E, means a combination of work hours and paid leave hours. *

31. Does an employee, who studied a scheme off-the-clock and who became qualified and was placed into the duty assignment, retroactively receive Penalty Overtime Pay for those hours in contravention of the restrictions in Article 8, Section 5.F?

Answer:

Yes, if the hours spent studying were on or after January 19, 1985, for full-time employees, and after the September, 1985 implementation date for part-time employees.

32. Article 8, Sections 4.D and 4.E apply to full-time regular and part-time flexible employees. How are part-time regular employees handled?

Answer:

For Penalty Overtime Pay purposes, PTRs will be treated the same as part-time flexible employees, with the same effective date in September, 1985.

33. Although employees on the ODL are limited to no more than 12 hours work per day or 60 hours in a service week, how is payment made for work in excess of those limits?

Answer:

Penalty Overtime Pay rules will apply. However, no pyramiding of overtime rates will occur.

34. Article 8, Section 5 refers to "full-time employees" and "full-time regular employees", is there a difference for the application of the Penalty Overtime Pay provisions?

Answer:

No, the Penalty Overtime Pay provisions for full-time employees are applicable to full-time regular and full-time flexible schedule employees.

35. RE: Memorandum. What does the sentence, "In the event these principles are contravened, the appropriate correction shall not obligate the employer to any monetary obligation, but instead will be reflected in a correction to the opportunities available within the list," mean?

Answer:

Where we are not obligated to a monetary payment by the earlier Memorandums, which deal with the administration of the overtime desired lists; we are not further obligated by the 1984 Memorandum.

36. Is it permissible to exceed the 12 or 60 limits to complete a guarantee period?

Answer:

No, the employee should be considered unavailable. However, the employee should be allowed to fulfill a guarantee period if the employee is working. *

37. If we must work a full-time employee, who already has worked 56 hours, on a non-scheduled can we work the employee 4 hours and pay 4 hours guarantee pay at the regular overtime rate?

Answer:

Yes, the employee is entitled to be paid as if the entire day was worked. Therefore, the last 4 hours would be Guarantee Overtime Pay. †

38. Do paid leave hours for part-time employees count towards the 10 and 56 hour limits?

Answer:

Yes, this is the same as for full-time employees.

39. If an employee's non-scheduled day falls within the holiday schedule period, may that employee be scheduled for more than 8 hours on that non-scheduled day?

Answer:

No.

40. In excluding the month of December from the penalty overtime provisions, is it intended that the December time period be the same as under the previous Agreement?

Answer:

Yes.

41. Do employees from another schedule, working a temporary assignment in the PS schedule, become eligible for the penalty overtime provisions of the PS schedule?

Answer:

No. Employees temporarily assigned to the PS schedule carry with them the rules for the schedule from which assigned.

QUESTIONS AND ANSWERS
APRIL 25, 1985

The following is a compilation of questions and answers concerning the application of the new provisions of Article 8, Sections 4 and 5.

1. Will penalty overtime be computed manually or by the PDCs?

Answer:

Both. For timecards, penalty overtime will be computed manually and for PSDS offices, automatically through the automated system.

2. Have there been any negotiated changes to the policies concerning providing overtime work to either part-time flexible employees or full-time employees?

Answer:

No.

3. Must all employees on the overtime desired list (ODL) work 12 hours per day before an employee not on the list works any overtime?

Answer:

Not in all circumstances. All available employees on the ODL must be required to work up to 12 hours per day and 60 per week prior to utilizing an employee not on the ODL. "Available" is the key. For example, if it is not possible to complete the time critical work in the time available using only ODL employees; then employees not on the list may be used.

4. Can a full-time employee who has Friday and Saturday as nonscheduled days be required to work both nonscheduled days in the period between Sunday of week 1 through Thursday of week 2?

Answer:

Yes, assuming appropriate application of the ODL, because the employee would be working only 1 nonscheduled day in each of the service weeks.

5. Can an employee on the "10 hour" ODL be required to work an 11th hour before going to those

employees on the "12 hour" ODL?

Answer:

Yes, if no "12 hour" employees are available.

6. Article 8, Section 5.G, provides that employees not on the ODL may be required to work overtime only if all available employees on the ODL have worked up to 12 hours in a day or 60 hours in a service week. Does this mean that the supervisor will maintain a continuous tally of overtime worked?

Answer:

Local records will need to be kept.

7. In the case of overtime requirements early in a service week, how would a supervisor know whether all ODL employees would be utilized for 60 hours that week?

Answer:

Overtime is supposed to be scheduled that day based upon immediate needs.

8. Would it be considered a violation if an employee not on the ODL were required to work overtime when those on the list have been scheduled to work 12 hours on a particular workday?

Answer:

No.

9. How are those employees interested in working in excess of 10 hours in a day indicated?

Answer:

By noting those employees' names on the ODL with an asterisk.

10. After exhausting the names of the employees on the ODL desiring to work 12 hours, can those "10 hour employees" be forced to work 12?

Answer:

Yes; before using employees not on the ODL.

11. Can an employee work overtime on five or more consecutive days?

Answer:

Yes. For example, an employee could work overtime on four consecutive scheduled days and on one nonscheduled day.

12. When a full-time employee is called back to work does the penalty pay provision apply?

Answer:

Yes. Penalty overtime pay is paid whenever the total work and paid leave hours exceed 10 hours on a service day.

13. Must employees on the ODL be used for 4 hours of overtime on their scheduled workdays prior to using non-ODL employees for any overtime?

Answer:

Yes, unless there are no ODL employees available to work the needed overtime.

14. Does "Holiday Worked Pay" count towards the 56 and 60 hour limits?

Answer:

No. "Holiday Worked Pay" is a premium paid to eligible employees for hours worked on a holiday. However, since employees are given credit for paid leave hours for overtime calculations, "Holiday Leave Pay" does count towards the 56- and 60-hour limits.

15. If non-ODL employees are required to work overtime within the restrictions, are they entitled to penalty overtime pay for all overtime hours worked?

Answer:

No. They are only entitled to penalty overtime pay if the hours worked are in contravention of the restrictions in Article 8, Section 5.F.

16. Article 8, Section 4.E, states "...employees will receive penalty overtime pay for all work in excess of..." What is the intent of the word "work"?

Answer:

The term "work," as used in Section 4.E, means a combination of work hours and paid leave hours.

17. Does an employee, who studied a scheme off-the-clock and who became qualified and was placed into the duty assignment, retroactively receive penalty overtime pay for those hours in contravention of the restrictions in Article 8, Section 5.F?

Answer:

Yes, if the hours spent studying were on or after January 19, 1985, for full-time employees, and after the September, 1985 implementation date for part-time employees.

18. Article 8, Sections 4.D, and 4.E, apply to full-time regular and part-time flexible employees. How are part-time regular employees handled?

Answer:

For penalty overtime pay purposes, PTRs will be treated the same as part-time flexible employees, with the same effective date in September, 1985.

19. Although employees on the ODL are limited to no more than 12-hours work per day or 60 hours in a service week, how is payment made for work in contravention of those limits?

Answer:

Penalty overtime pay rules will apply. However, no pyramiding of overtime rates will occur.

20. Article 8, Section 5, refers to "full-time employees" and "full-time regular employees." Is there a difference for the application of the penalty overtime pay provisions?

Answer:

No. The penalty overtime pay provisions for full-time employees are applicable to full-time regular and full-time flexible schedule employees.

21. RE: Memorandum. What does the sentence, "In the event these principles are contravened, the appropriate correction shall not obligate the employer to any monetary obligation, but instead will be reflected in a correction to the opportunities available within the list," mean?

Answer:

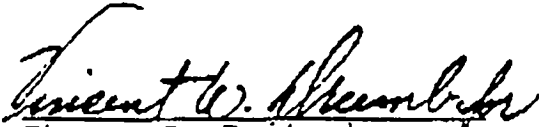
Where the USPS is not obligated to a monetary payment

by the earlier Memorandums, which deal with the administration of the ODLs; it is not further obligated by the 1984 Memorandum.

22. Do paid leave hours for part-time employees count towards the 10- and 56-hour limits?

Answer:

Yes, this is the same as for full-time employees.


Thomas J. Fritsch
U.S. Postal Service

Moe Biller
American Postal Workers,
AFL-CIO

Vincent R. Sombrotto
National Association of
Letter Carriers, AFL-CIO



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

January 6, 1998

William Burrus
Executive Vice President
(202) 842-4246

Dear Sam:

I am in receipt of management instructions regarding the payment process for employees eligible for Penalty Pay (enclosed). These instructions state that "If an employee has FULL DAY leave in any of the following leave categories, that amount of leave will be subtracted from the amount of PENALTY OVERTIME paid on the second non-scheduled day". These instructions conflict with the contractual requirements for compensating employees:

National Executive Board

Moe Biller
President

William Burrus
Executive Vice President

Douglas C. Holbrook
Secretary-Treasurer

Greg Bell
Industrial Relations Director

Robert L. Tunstall
Director, Clerk Division

James W. Lingberg
Director, Maintenance Division

Robert C. Pritchard
Director, MVS Division

George N. McKeithen
Director, SDM Division

Regional Coordinators

Leo F. Persalis
Central Region

Jim Burke
Eastern Region

Elizabeth "Liz" Powell
Northeast Region


Terry Stapleton
Southern Region

Raydell R. Moore
Western Region

"on more than four (4) of the employee's five (5) scheduled days in a service week or work over ten (10) hours on a regularly scheduled day, over eight (8) hours on a non-scheduled day; or over six (6) days in a service week. There is no limiting language on these obligations providing that such payments only apply when an employee has "worked" 40 hours during the service week."

This is to request that you schedule a meeting to discuss these instructions at your earliest convenience. To prevent any later misunderstanding regarding the employer's obligation, it is the union's position that any employee who has been denied appropriate compensation should be made whole.

Sincerely,


William Burrus

Executive Vice President

Sam Pulcrano, Manager
Contract Administration, APWU/NPMHU
Labor Relations
475 L'Enfant Plaza, SW
Washington, DC 20260

cc: G Bell



FEB 1998
FEB 1998

February 5, 1998

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

Dear Mr. Burrus:

This letter is in further response to your January 6, 1998 correspondence and our teleconference with Ms. Cheryl Hubbard of Corporate Payroll/Accounting regarding what you termed "management instructions" (a copy of which you enclosed with your letter) for an adjustment process to determine employee eligibility for Penalty Pay.

As discussed, the Family Medical Leave Act (FMLA) required payroll to capture the family and medical leave absences. The hours codes developed for FMLA in the Electronic Time Clock (ETC) system is tied to hours codes already in the system today. As clearly stated during our teleconference, there is no change on how penalty overtime is calculated because of the addition of FMLA hours codes in ETC.

I hope this fully satisfies your inquiry. If you have any further questions, please do not hesitate to contact me at (202) 268-3811.

Sincerely,

A handwritten signature in black ink, appearing to read "Samuel M. Pulcrano".

Samuel M. Pulcrano
Manager
Contract Administration (APWU/NPMHU)

OVERTIME LABOR-MANAGEMENT MEETING
 APWU Board Room
 January 29, 1985 -- 2 PM

Present:APWUUSPS

Bill Burrus
 Tom Neill
 Dick Wevodau
 Larry Gervais
 Phil Tabbita

Steve Alpern
 Bruce Evans
 Al Johnson
 Nick Barranca

Alpern: NALC not available to meet today, so we are not in position to nail down joint agreement on interpretation. We can tell you our positions and feelings and discuss concerns.

USPS wants to work out interpretation since there were things neither party thought about when language was written.

Burrus: Will it be position of USPS that NALC must always be present in future for discussion of interpretive issues?

Alpern: No. This is exception because language is so new.

NOTE: Evans passed out "Article 8 Briefing Information" which is a series of Questions and Answers prepared by USPS (attached).

Burrus: What instructions went out with this, because we have four or five separate sets of regional/district/local instructions?

Evans: Cover letter did not address the problem of Regional or local instructions.

Burrus: Referring to APWU Agenda - Item #1--Do you agree that twelve hours per day and sixty hours per week are maximums beyond which an employee may neither volunteer nor be required to work?

Alpern: Refer to #33 USPS Q & A--this is not authorization to violate but just how to handle if violation occurs.

Suggested going through USPS Q & A noting agreement or disagreement.

Burrus: We will go through Q & A paper reserving right to withhold judgment on particular issue.

Alpern: We will not hold you to anything said today off the top of your head.

Burrus: Page #1, circle 5--does part-time apply to PTF and PTR?

Alpern: Yes.

Wevodau: What about time sensitive work? Overhauls exceed restrictions-- holding to restrictions will extend time it will take to do overhauls.

Burrus: We are reluctant to start making exceptions to restrictions. Page #1, circle 5--this would be improved if specific reference was made to PTR.

Neill: Examples used in Postal Bulletin show sixty-four and seventy-four hours per week. Aren't those bad examples? encourage violations?

Evans: People still have to be paid, violations or not.

Neill: What if we brought repeated violations to your attention?

Alpern: We would correct them.

Neill: Q.2--Are employees volunteering for twelve hours by signing ODL?

Evans: Those with or without asterisks could work up to twelve hours.

Alpern: Other Q and A's make it clear that asterisks go first.

Neill; Suggested improving Answer #2.

Answer #4, last sentence--how do you determine "required work"? Can a supervisor decide he wants to clean up mail or must a dispatch require it?

Gervais: For example, a supervisor keeps everyone fifteen minutes to sweep LSM rather than one hour for ODL people.

Evans/Alpern:

This is not a new problem--same as situation before--language does not change. Each decision has to be made on individual facts. If a supervisor wants to go fishing, then fifteen minutes for everyone is wrong. If supervisor has to go to another unit and no supervision will be available during an hour, it may be right.

Gervais: Then it can't be an arbitrary decision?

Alpern: Right.

Burrus: Q.5--I am reading into answer that employee may not work second non-scheduled day or fifth regular day, correct?

Johnson: This question addresses the old five consecutive day restrictions. It is meant to show that the five consecutive day restriction has been negated.

Alpern: Do you agree that the five consecutive day restriction is gone?

Burrus: Yes.

Q.7 and Q.8--"normally" implies exceptions. Previously, we understood there will be circumstances in which violations occur, but not sanctioned exceptions. "Should not" would be better than "normally."

Alpern: You would prefer the answer to read more like the answer in #9?

Burrus: Yes.

Neill: Q.10--In this example, doesn't employee work OT on five regular days in the first week?

Alpern: No. It is confusing. Employee will not work OT everyday--example was to show employee could work eleven days in a row.

Neill: Will you fix up this question?

Alpern: We will look at it. You make a legitimate point.

Burrus/Gervais:

Q.13--are you saying that supervisors can't say, "You can't work today because later in the week you may exceed limits."?

Alpern: Yes, correct.

Evans: Unless APWJ/NALC and USPS agree that it should be handled differently.

Burrus: I work Saturday-Sunday, both NS days. I have twenty-four hours already, what happens the rest of the week?

Alpern: You can't work but eight on NS day.

Gervais: What about eight hours on Saturday, eight hours Sunday, twelve hours on Monday, Tuesday and Wednesday--what happens on Thursday?

Johnson: We wouldn't work employee four hours OT on Wednesday.

Alpern: If we get to that point--and we shouldn't--we would say the eight hours per day, forty hours per week guarantee supercedes the 5.F and 5.G restrictions.

Johnson: Is it the APWJ position that we only work the employee four hours on Friday and pay four-hour guarantee? even though we have work?

Burrus: Yes, once you make exceptions to twelve and sixty, you weaken maximums.

* Alpern: Real solution is to avoid this happening--what to do if it happens we may not agree on.

Gervais: You can control and avoid violations.

Alpern: What about motor vehicle driver who gets stuck on the road? We can't control that?

Burrus: A.14--"should be required to work" has connotation that ODL employee can be forced to work beyond restrictions.

Alpern: We intended the required work to be within limitations.

Neill: We suggest adding before semi-colon "within applicable limitations."

Gervais: A.15--"time frame" has to be real, not imagined.

Alpern: Yes. It will be a supervisor's judgment, but it has to be a reasonable judgment.

Burrus: How is USPS interpreting "service day"? There are two, the service day and the employee's service day.

Alpern: It would have to be the employee's service day. Otherwise, theoretically, we could work an employee sixteen plus hours straight without violating the Agreement.

Burrus: We have no disagreement with employee's service day.

Q.21 and 22--Is "volunteer" meant to stand out, implying employee could be required to work?

Alpern: No. It wasn't meant that an employee could be required to work more.

Burrus/Gervais:

Q.23 and Q.24--What contract language states an employee can't volunteer? Bloch award was not wiped out in total.

Johnson/Evans:

★ We believe Bloch award was wiped out.

Gervais: We were very specific about twelve and sixty but not about exceeding 5.F restrictions.

Johnson: Is APWU saying that someone volunteering for seven eight-hour days would not violate contract?

Gervais: Yes.

Alpern: Are you saying we would have to pay penalty pay?

Gervais: Yes.

Alpern: Argued penalty pay might not be appropriate if USPS allowed voluntary work beyond 5.F restrictions. Can we go to people not at double-time before we take these volunteers?

Gervais: Contract provides if person is on ODL but not yet at double-time, you can take him first.

Alpern: Is APWU saying we have to ask persons on the list on seventh day before going off list?

Gervais: Yes and fifth regular day and more than eight hours on NS day as long as they don't exceed sixty hours.

Burrus: Bloch interpreted 5.D which we didn't change. There is no reason why Bloch interpretation should be changed.

Gervais: Penalty pay is to encourage proper staffing, and get overtime down.

Alpern: We understand your position.

Burrus: Q.26 is confusing. Question does not refer to leave but answer does.

Johnson/Alpern:

No difference whether leave or work, it counts toward hours worked.

Neill: Q.28--If employee does not work holiday, how much OT can he work?

Johnson: 20 hours.

Neill: If he does work holiday?

Johnson: 20 hours.

Gervais: Q.30--I am scheduled Saturday through Wednesday. I take LWOP on Wednesday. Can you work me OT on Thursday and Friday?

Johnson: Without penalty OT, yes.

Gervais: I'm not sure I agree.

Alpern: We're not sure. What do we do now?

Johnson: We have considered paid leave as work, but not LWOP.

Gervais: What about the opposite? I work OT on my NS days, Saturday and Sunday. Sunday goes in as penalty. I take LWOP on Friday. What would you do?

Johnson: Take out penalty pay for Sunday.

Gervais: Leave, including LWOP, has been considered work. You have to change what you have done in the past to get to where you are now.

Burrus: Q.31--I agree with this example; but you also have travel and other training situations.

Johnson: Where we were previously paying overtime, we will continue to pay. If it adds up to penalty, we will pay penalty.

Johnson/Alpern:

What if scheme study takes person over restrictions? Or someone on the list complains that they should get that OT?

Burrus/Neill:

No problem.

Alpern: Training--we have always reserved the right to schedule training. We may schedule to avoid penalty. We may also require OT to avoid excessive breaks in study schedule.

Gervais: I'm concerned that some managers will cancel training anytime penalty pay is involved.

Barranca: That would be cutting off your nose to spite your face.

Burrus: AMO person's travel time could get into OT. A person on the list might complain. I don't think that this travel, while compensable, is work for our purposes here.

Q.33--instead of "in excess," I would prefer "in violation."

Gervais: What we are saying is that if the contract is consistently violated, we don't think penalty pay is only remedy we can seek.

Gervais/Burrus:

Q.36 and Q.37--Please explain 37.

Evans: If you work four 12-hour regular scheduled days and then eight hours on NS day, then you would be paid eight hours at time-and-one-half for NS day.

Our first recourse would be not to bring person in on NS day and consider person unavailable. Our second recourse would be to work person eight hours at time-and-one-half. If we did send person home, we would pay guarantee time.

Gervais/Neill:

We need to think this one through.

Burrus: Q. 39--what do you mean?

Johnson: Employee is limited to eight hours.

Alpern: We hold to eight-hour limit on NS day.

Burrus: December exceptions--is it your understanding that both penalty pay and work limit restrictions are waived during December?

Alpern: Yes.

Burrus: But you still hold to using ODL list before non-volunteers. What do you perceive outer limits you must work ODL employees before going off list?

Alpern: No limits. No limits previously. When list was not enough we went off list.

~~✗~~ What do you think we should do during December?

Neill: We will have to get back to you.

Referring to point #5 on APWU Agenda--Certain local and regional Postal officials are declaring multiple Overtime Desired Lists to be inconsistent? Your position?

Evans: We don't agree that new Article 8 changes have no effect on local ODLs. There is some history that multiple ODLs are in conflict. New Article 8 language also affects them.

Burrus: If locals can agree and live with multiple lists, why would you object?

We can argue about what contract says later.

Alpern: It can cause problems. For example, if we have to go to "after tour" list and pay penalty rather than getting someone from "pre-tour" list.

Burrus: Local parties can work those things out.

* Alpern: Perhaps, but where multiple lists may not have been inconsistent before, they may be now.

Johnson: Institutionally, we have taken a position that we have problem with more than one list.

Burrus: Q.41--does this address PS going to EAS?

Johnson: Q.41 addresses EAS going to PS, not vice versa.

Gervais: Give me an example--how would EAS work in the PS schedule?

Johnson: An E&LR typist might move to Personnel Clerk in a small office because no one else is qualified to cover an absence.

Gervais: It seems that your setting up a scenario that would violate the contract (Articles 1.6 and 7.2).

Barranca: What obligation would I have to offer twelve hours (after tour) to someone on a pre-tour list?

Burrus: If I put my name on "pre-tour" list, then asterisks have no meaning unless it is four hours before tour.

Barranca: Same thing applies to "post tour" list?

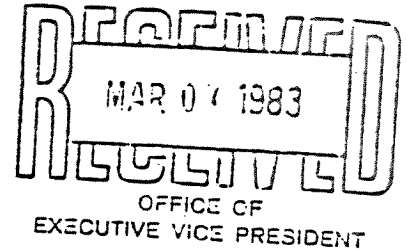
Burrus: Yes. The twelve hours is handled no differently than the ten hours is handled.

Adjourned 5:15 PM.



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

March 4, 1983



Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Dear Mr. Burrus:

This is in further reference to your February 15 letter concerning the use of SF-8, Notice to Federal Employees About Unemployment Compensation, and its application pursuant to 553.122 of the Employee and Labor Relations Manual (ELM).

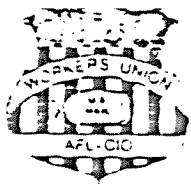
Existing regulations in the referenced section of the ELM require prompt issuance of SF-8 to employees being separated from the Postal Service; being transferred to another federal agency or to a postal facility serviced by another Postal Data Center; or being placed in a non-pay status for seven or more consecutive days. Individuals whose work hours or tours of duty are on an "on-call" or intermittent basis should be issued SF-8 only the first time in each calendar year that they are placed in a non-pay status.

There may have been occasions when SF-8 was not issued to employees, as you alleged, because of some inadvertent omission on the part of the separating personnel office. If you have information establishing that a specific location routinely fails to meet the SF-8 issuance requirements, and wish to share it with us, we shall see that appropriate corrective action is taken.

Periodically, a notice reminding personnel officials of the requirement for issuing SF-8 is published in the Postal Bulletin. As information, such a reminder currently is being prepared by the Employee Relations Department and is expected to be ready for publication in the near future.

Sincerely,

James C. Gildea
Assistant Postmaster General
Labor Relations Department



American Postal Workers Union, AFL-CIO ^{9A}

817 Fourteenth Street, N.W. Washington, D.C. 20005 • (202) 842-4250

WILLIAM H. BURRUS
General Executive Vice President

February 15, 1983

Mr. James C. Gildea
Assistant Postmaster General
Labor Relations Department
United States Postal Service
475 L'Enfant Plaza, S.W.
Washington, D.C. 20260

Dear Mr. Gildea:

The Employee and Labor Relations Manual at Chapter 553.122 requires the employer to issue Form SF-8 "to an individual whose work or tours of duty are on an "on call" or intermittent basis each time they;

- a. separate from the USPS for any reason,
- b. transfer to another federal agency or to a postal installation serviced by another PDC,
- c. are (or will be) placed in a non-pay status for 7 or more consecutive days.

The Employer does not issue Form SF-8 to employees in compliance with the above and as a result affected employees are not advised of eligibility for unemployment compensation and/or the steps to be taken in filing a claim.

Please advise me of the reasons for non-compliance.

Sincerely,

William Burrus,
Executive Vice President

B:mc

NATIONAL EXECUTIVE BOARD • MOE BILLER, General President

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General Executive Vice President
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Southern Region



LABOR RELATIONS

UNITED STATES POSTAL SERVICE
 475 L'ENFANT PLAZA SW
 WASHINGTON DC 20260-4100

March 17, 1994

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

MAR 1994
 Received
 Office of the
 Executive
 Vice President

Dear Bill:

This letter is in reference to our discussions regarding the scheduling of part-time regulars (PTRs) and my March 16 correspondence on the same subject.

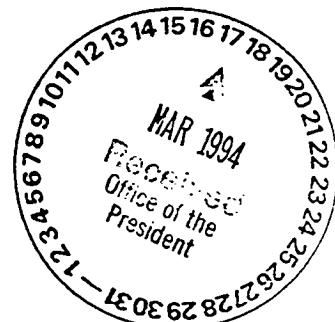
We have advised our field personnel that PTRs' schedules should not be altered on a day-to-day or week-to-week basis. They are normally to be worked within the schedules for which they are hired. However, PTRs can be permanently scheduled for any number of day(s) per week from one to six. There is no minimum number of hours for which they can be scheduled, except as provided under Article 8 provisions, and they can occasionally be required to work beyond their scheduled hours of duty. Still, care should be taken not to extend PTRs' work hours on a regular or frequent basis.

If you have any questions, please contact Curtis Warren of my staff at 202-268-5359.

Sincerely,

William J. Downes

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





LABOR RELATIONS

UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100

March 16, 1994

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

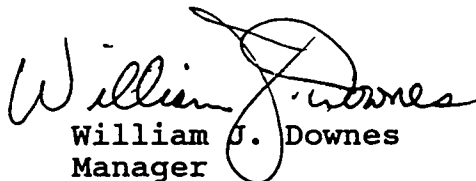
Dear Bill:

This letter is in reference to our discussions regarding the scheduling of part-time regulars (PTRs).

We have advised our field personnel that PTRs' schedules should not be altered on a day-to-day or week-to-week basis. They are normally to be worked within the schedules for which they are hired. However, PTRs can be permanently scheduled for any number of day(s) per week from one to six. There is no minimum number of hours for which they can be scheduled and they can occasionally be required to work beyond their scheduled hours of duty.

If you have any questions, please contact Curtis Warren of my staff at 202-268-5359.

Sincerely,


William J. Downes
Manager

Contract Administration APWU/NPMHU
Labor Relations

MAR 1994
Received
Office of The
Executive
Vice President



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

December 8, 1993

William Burrus
Executive Vice President
(202) 842-4246

Dear Tony:

I have had the opportunity to review an arbitration decision of a grievance initiated in the Boston, Massachusetts office. The subject of the grievance was the authority of the Postal Service to expand the hours of part time regular employees. The decision was "The Postal Service violated the collective bargaining agreement by expanding the work hours of Part-Time Regular clerks..." The Boston office participates in the modified grievance pilot program so the award is limited as precedent to future cases arising out of that office.

Despite the limitations of the award it has been publicized via the Boston local paper and will be distributed nationwide. This will lead to the filing of numerous local grievances throughout the country.

This is to request that the parties at the national level discuss the issues involved to determine if mutual agreement can be reached. I believe that it is in our mutual interest to reach an agreement in lieu of receiving dozens of conflicting arbitration awards.

Thank you for your attention to this matter.

Sincerely,

William Burrus
William Burrus
Executive Vice President

*Anthony Vegliante, Manager
Grievance & Arbitrations
475 L'Enfant Plaza, SW
Washington, DC 20260*

WB:rb

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Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Archie Salisbury
Southern Region

Raydell R. Moore
Western Region

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

Re: Q94C-4Q-C 97113133

Dear Mr. Burrus:

On August 29, 1997, we met to discuss the above-captioned grievance at step 4.

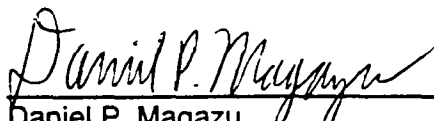
The issue in this grievance involves compensation for employees who were required to perform work necessary for the Postal Service to carry out its mission during the United Parcel Service (UPS) strike.

The parties mutually agree to the following as full and final settlement of this grievance:

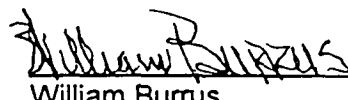
1. This settlement is without prejudice to either party's position regarding what rights the Postal Service has under Article 3.F to take whatever actions may be necessary to carry out its mission during an emergency. That issue will be addressed in case Q94C-4Q-C 97113514.
2. Without addressing the question of whether there was a contractual violation, the parties agree that full-time employees who worked more than 12 hours in a single day or 60 hours within a service week, and who have filed a timely grievance, shall be paid an additional premium (in addition to the applicable rate specified in Article 8, Section 4) of 50 percent of the base hourly straight time rate for those hours worked beyond 12 hours in a day or 60 hours in a service week. Payment of this premium will constitute full and final settlement of all such timely filed grievances.
3. Without addressing the question of whether there was a contractual violation, the parties agree that in any instance in which the APWU can adequately demonstrate that a particular employee(s) was harmed as a result of the Postal Service's use of employees from other crafts during the UPS strike without meeting the conditions of Article 7.2, such employees who have filed a timely grievance will be compensated at the appropriate overtime rate for any hours it is demonstrated they were displaced by employees from other crafts.

4. Without addressing the question of whether there was a contractual violation, the parties agree that in any instance in which the APWU can adequately demonstrate that a particular employee(s) was harmed as a result of the Postal Service's use of employees on overtime without following the contractual requirements on overtime assignments, such employees who have filed a timely grievance will be compensated at the appropriate overtime rate for any hours it is demonstrated they were displaced by other employees.
5. Without addressing the question of whether there was a contractual violation, any timely filed grievances involving the application of Article 8.5.F will be resolved in accordance with the National Agreement and the applicable national arbitration awards, or arbitrated, if necessary.
6. Without addressing whether there were contractual violations, the APWU agrees to withdraw all other grievances related to the UPS strike, other than those pending at the national level, from the grievance-arbitration procedure.

Sincerely,



Daniel P. Magazu
Grievance and Arbitration
Labor Relations



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

Date: 12-17-97

were present at the time the employee was terminated.
Reilly v. Kemp, Civil No. 89-885E, U.S. District Court for
the Western District of New York, September 3, 1991.


Sunday Premium For Leave Time

The U.S. Claims Court recently found the government liable for failing to include Sunday premium in leave payments when certain employees were scheduled for Sunday and took approved annual and sick leave instead. (Armitage v. U.S., 23 Claims Court 483, June 20, 1991) Though advertisements have solicited employees to become plaintiffs in similar suits against the government, it does not appear that postal employees will be successful in relying on this decision. The decision is inapplicable to postal employees since the United States Postal Service is not covered by either the Tucker Act or Back Pay Act -- the statutory basis for the suit. Furthermore, this case was decided on the basis of the specific wording of a statute providing for Sunday premium pay that does not apply to postal employees. Instead, postal employees have to rely on the contract as well as handbooks or manuals and assert a claim through the grievance procedure. Article 8, Section 6

requires eight full hours of additional compensation at the rate of 25% if any part of regularly scheduled work is within the period commencing at midnight Saturday and ending at midnight on Sunday. However, this language as well as language in the Employee and Labor Relations Manual (Section 434.3) and the F-21 Handbook (Section 242) and the F-22 (Section 242) supports the conclusion that in most circumstances, Sunday premium is computed only for employees who actually perform work on Sunday.

Stewards' Privilege As Employee Representatives

The Federal Labor Relations Authority this year held that communications between union stewards and government employees subject to discipline are not subject to disclosure on the ground that the consultations constitute protected activity. U.S. Department of the Treasury, Customs Service and National Treasury Employees Union, Federal Labor Relations Authority, No. 8-CA-80171, January 8, 1991. This decision follows the National Labor Relations Board's decision in Cook Paint & Varnish Company, 258 NLRB 1230; 108 LRRM 1150 (1981) which is applicable to postal employees. In that decision, the Board stated that



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

August 10, 1994

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

Dear Bill:

Enclosed is a copy of our memorandum to field installations announcing plans to test the modified work week. The memorandum includes the list of installations that have expressed an interest in being considered as test sites as well as the two page list of test criteria that we have mutually agreed upon.

If you have any questions regarding the foregoing, please contact me (202-268-7691) at your convenience.

Sincerely,



William J. Downes
Manager

Contract Administration APWU/NPMHU
Labor Relations

Enclosure

UNITED STATES POSTAL SERVICE

Washington, DC 20260

DATE: August 9, 1994
OUR REF: LR400:FXJacquette:cmv:20260-4125
SUBJECT: Four-Day Workweek
TO: See Distribution List

Either you or your APWU Local has requested participation in a test of the modified workweek concept of four workdays of ten hours each per week (10/4). The parties at the national level have agreed to explore alternative work schedules on a limited basis where local management and APWU officials mutually agree to participate. You are requested to discuss this matter with local union officials and notify us by ~~September 1~~ of your decision to participate or decline. *ASAP*

The purpose of this test will be to determine if modified workweeks can be successfully introduced into our field operations. Success is defined as improvement in employee morale, improvement in or, at a minimum, no degradation in performance quality, no reduction in productivity and no increase in operating cost.

To assist you in making this decision, we have attached the criteria that must be followed. A decision to participate will require you to submit a proposed test plan for approval. The plan must be agreed upon jointly.

If you have any questions regarding the foregoing or relative to the attached material, please contact Frank Jacquette (202-268-3843) or Gloria Gray (202-268-4870).

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

Attachment

cc: Mr. William Henderson

Distribution List

Plant Managers

Albuquerque, NM
Bangor, ME
Buffalo, NY
Columbia, SC
Denver, CO
Des Moines, IA
Detroit, MI
Eugene, OR
Ft. Wayne, IN
Grand Rapids, MI
Honolulu, HI
Lakeland, FL
Las Vegas, NV
London, KY
Long Beach, CA
New Haven, CT
New Orleans, LA
Oklahoma City, OK
Oshkosh, WI
Phoenix, AZ
Providence, RI
Tacoma, WA
Tampa, FL
Wausea, WI

Managers

Philadelphia, PA BMC
Seattle, WA BMC

Postmasters

Battle Creek, MI
Ft Collin, CO
Hayward, CA
Jacksonville, FL
Littleton, CO
Long Island, NY
Newton, NC
Port Washington, NY
Rancho Santa Fe, CA
Tewksbury, MA

MODIFIED WORKWEEK CRITERIA

Local parties wishing to test a modified workweek concept must address the following items:

1. The local parties must identify the specific craft(s) and section(s) that will be included in the test.
2. The local parties must agree on the bidding procedure that will be used to fill the modified assignments and the manner in which the resultant vacancies (if any) will be filled.
3. The local parties must develop the procedure for returning volunteers to their regular 8/5 assignment.
4. The local parties must determine if separate overtime desired lists will be used for modified workweek assignments.

The following procedures are applicable to modified workweek assignments and are not subject to modification locally:

1. Daily overtime on 10/4 assignments will be paid at the penalty overtime rate (after 10 hours).
2. Non-scheduled day guarantees remain at 8 hours and penalty overtime will be paid for work in excess of 8 hours on a non-scheduled day.
2. Leave must be taken for each hour of absence, therefore it will be necessary to use ten hours leave to cover a full day.
3. Ten hours of holiday leave will be granted when an employee is scheduled off on a holiday.
4. Holiday premium pay is limited to 8 hours per holiday.
5. Sunday premium will be paid for all eligible straight time hours (i.e. 10 per work day).
6. Court leave will be paid the same (i.e up to 10 hours per day).
7. Military leave will be granted at 10 hours per day but may not exceed 120 hours per year for full-time employees or 80 hours per year for part-time employees.

8. When appropriate, Administrative leave may be granted up to 10 hours per day.

9. Overtime is paid only after 10 hours on a regularly scheduled day.

There are no automated time keeping systems to accomodate a modified workweek. It will be necessary for local installations to expend considerable resources on manual timekeeping efforts for employees on a modified schedule.

Local management will be required to track the following for evaluation purposes:

- a. Unscheduled absences separately for 10/4 and 8/5 employees.
- b. Accident/injury rates separately for 10/4 and 8/5 employees.
- c. Overtime rates separately for 10/4 and 5/8 employees.
- d. LWOP rates separately for 10/4 and 5/8 employees.
- e. For each operation where the modified workweek is implemented:
 1. The total number of employees assigned to the operation vs SPLY.
 2. The number of plan failures vs SPLY.
 3. Productivity rates vs SPLY.
 4. Grievance rates vs SPLY.



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

August 10, 1994


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

Dear Bill:

Enclosed is a copy of our memorandum to field installations announcing plans to test the modified work week. The memorandum includes the list of installations that have expressed an interest in being considered as test sites as well as the two page list of test criteria that we have mutually agreed upon.

If you have any questions regarding the foregoing, please contact me (202-268-7691) at your convenience.

Sincerely,


William J. Downes

Manager
Contract Administration APWU/NPMHU
Labor Relations

Enclosure

MODIFIED WORKWEEK CRITERIA

Local parties wishing to test a modified workweek concept must address the following items:

1. The local parties must identify the specific craft(s) and section(s) that will be included in the test.
2. The local parties must agree on the bidding procedure that will be used to fill the modified assignments and the manner in which the resultant vacancies (if any) will be filled.
3. The local parties must develop the procedure for returning volunteers to their regular 8/5 assignment.
4. The local parties must determine if separate overtime desired lists will be used for modified workweek assignments.

The following procedures are applicable to modified workweek assignments and are not subject to modification locally:

1. Daily overtime on 10/4 assignments will be paid at the penalty overtime rate (after 10 hours).
2. Non-scheduled day guarantees remain at 8 hours and penalty overtime will be paid for work in excess of 8 hours on a non-scheduled day.
2. Leave must be taken for each hour of absence, therefore it will be necessary to use ten hours leave to cover a full day.
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4. Holiday premium pay is limited to 8 hours per holiday.
5. Sunday premium will be paid for all eligible straight time hours (i.e. 10 per work day).
6. Court leave will be paid the same (i.e up to 10 hours

per day).

7. Military leave will be granted at 10 hours per day but may not exceed 120 hours per year for full-time employees or 80 hours per year for part-time employees.
8. When appropriate, Administrative leave may be granted up to 10 hours per day.

There are no automated time keeping systems to accomodate a modified workweek. It will be necessary for local installations to expend considerable resources on manual timekeeping efforts for employees on a modified schedule.

Local management will be required to track the following for evaluation purposes:

- QUARTERLY
- a. Unscheduled absences separately for 10/4 and 8/5 employees.
 - b. Accident/injury rates separately for 10/4 and 8/5 employees.
 - c. Overtime rates separately for 10/4 and 5/8 employees.
 - d. LWOP rates separately for 10/4 and 5/8 employees.
 - e. For each operation where the modified workweek is implemented:
 1. The total number of employees assigned to the operation vs SPLY.
 2. The number of plan failures vs SPLY.
 3. Productivity rates vs SPLY.
 4. Grievance rates vs SPLY.

UNITED STATES POSTAL SERVICE

Washington, DC 20260

DATE:**OUR REF:** LR400:FXJacquette:cmv:20260-4125**SUBJECT:** Four-Day Workweek**TO:** See Distribution List

Either you or your APWU Local has requested participation in a test of the modified workweek concept of four workdays of ten hours each per week (10/4). The parties at the national level have agreed to explore alternative work schedules on a limited basis where local management and APWU officials mutually agree to participate. You are requested to discuss this matter with local union officials and notify us by June 15 of your decision to participate or decline.

The purpose of this test will be to determine if modified workweeks can be successfully introduced into our field operations. Success is defined as improvement in employee morale, no degradation in performance quality, no reduction in productivity and no increase in operating cost.

To assist you in making this decision, we have attached the criteria that must be followed. A decision to participate will require you to submit a proposed test plan for approval. The plan must be agreed upon jointly.

If you have any questions regarding the foregoing or relative to the attached material, please contact Frank Jacquette (202-268-3843) or Gloria Gray (202-268-4870).

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

Attachment

TO: FRANK JACQUETTE/USPS

SUBJECT: TEN/4 WORKWEEK

- Albuquerque, NM
- Bangor, ME
- Battle Creek, MI
- Buffalo, NY
- Columbia, SC
- Denver
- Des Moines
- Detroit, MI
- Eugene, OR
- Ft Wayne, IN
- Grand Rapids
- Hayward, CA
- Honolulu
- Lakeland, FL
- Las Vegas
- Littleton, CO
- London, KY
- Long Beach
- Long Island, NY
- New Orleans
- Newton, NC
- Oshkosh, WI
- Philadelphia BMC
- Phoenix, AZ
- Port Washington, NY
- Providence, RI
- Seattle BMC
- Tacoma
- Tampa, FL
- Tewksbury, MA
- Wausau, WI

FROM BILL BURRUS/APWU



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Memo

To: **Bill Burrus**

From: **Phil Tabbita** *PT*

Date: **May 25, 1994**

RE: **10/4 Work Week**

The Postal Service had a number of programs in place for the Miami 10/4 project. Those programs are still available but not in current use. They could be used in PSDS offices. For ETC offices there is a similar set of programs currently in use at the Data Centers. Neither set of programs totally automates the function. Some manual edits are required.

EMPLOYEE AND LABOR RELATIONS MANUAL 432.3

432.3 Work Schedules and Overtime Limits

.31 **Basic Work Week.** The basic work week for full-time employees (bargaining unit and non-bargaining unit) consists of five regularly-scheduled 8-hour days within a service week. See exclusions in 432.33.

.32 **Maximum Hours Allowed.** The maximum hours allowed depends on employee classifications as follows:

b. **Other Full-Time Bargaining Unit Employees.** Except for the month of December and in emergency situations as defined in the bargaining agreement, these employees may not be required to work over 10 hours in a day or 6 days in a week.

c. **All Other Employees.** Except in emergency situations as determined by the PMG (or designee), these employees may not be required to work more than 12 hours in one service day. In addition, the total hours of daily service, including scheduled work hours, overtime, and meal time, may not be extended over a period longer than 12 consecutive hours.