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Mr. Cliff Guffey
Assistant Director, Clerk Craft Division
American Postal Workers Union, AFL-CIO
1300 L Street NW
Washington, DC 20005-4128

Re: 190C-41-C 93046587
Meester, M.
Fargo, ND 58102-9994

Dear Mr. Guffey:

I recently met with you in prearbitration discussion of Case No. 190C-41-C 93046587. The issue in this grievance is whether or not the grievant was improperly by-passed for conversion to full-time status.

The parties mutually agree that former employees who are re-employed when they have partially or fully overcome job-related injuries or disabilities are entitled to conversion from part-time to full-time status in accordance with the National Agreement.

A PTF rehab employee should not be denied the opportunity to convert to full-time based solely on the fact that they have permanent restrictions. The decision to convert should depend on whether or not the employee is physically capable of performing the duties of the vacant duty assignment, the ability to modify the assignment to accommodate the employee's limitations while maintaining the essential or core duties of the position and compliance with OWCP guidelines. As this will constitute a new job offer, the employee and the treating physician must sign off accepting the job offer and OWCP notified. These considerations are in accordance with the National Agreement under Article 37.5 Conversion/Part-time Flexible Preference and Article 19 incorporating Elm Section 546.

The parties further agreed to remand this case to the regional level for rediscussion and resolution only on the question of what remedy grievant Meester may be entitled to, if any. This action does not prejudice the position of either party concerning procedural arguments which may be raised.

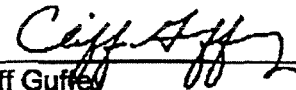
Pg. 2 190C-4I-C 93046587
Fargo, ND 58102-9994

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case on the remedy question alone withdrawing Case No. 190C-4I-C 93046587 from the pending national arbitration listing.

Sincerely,



Carol E. McCraey
Labor Relations Specialist
Grievance and Arbitration



Cliff Guffey
Assistant Director, Clerk Craft Division
American Postal Workers Union,
AFL-CIO

Date: 9-10-97



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OFFICE OF THE
ASSISTANT POSTMASTER GENERAL
LABOR RELATIONS DEPARTMENT

Mr. Thomas A. Neill
Industrial Relations Director
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Re: Class Action
Tallahassee, FL
H4C-3W-C 15589

Dear Mr. Neill:

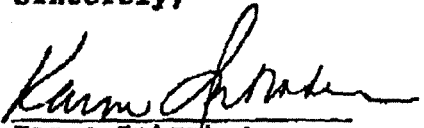
On several occasions, the most recent being August 23, 1991, Muriel Aikens Arnold met with Cliff Guffey in prearbitration discussion of H4C-3W-C 15589. The issue in this grievance is whether or not the grievants were improperly by-passed for conversion to full-time status.

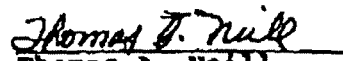
The parties mutually agreed that former employees who are reemployed when they have partially or fully overcome job-related injuries or disabilities are entitled to conversion from part-time to full-time status in accordance with the National Agreement.

The parties further agreed to remand this case to the regional level for rediscussion and resolution only on the question of what remedy grievant Couch may be entitled to, if any. This action does not prejudice the position of either party concerning procedural arguments which may be raised.

Please sign and return the enclosed copy of this letter acknowledging your agreement to remand this case on the remedy question alone and withdrawing H4C-3W-C 15589 from the pending national arbitration listing.

Sincerely,


Karen Intrater
Acting General Manager
Grievance and Arbitration
Division


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

Date 9-17-91



Enclosure

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supplement the clerk workforce, the PMR must have a dual appointment as a casual.”

These settlements should protect clerk work in small offices.

Part-Time Rehabs May Be Converted to Full Time

The APWU and the U.S. Postal Service agreed in a prearbitration settlement that former employees who are re-employed when they have partially or fully overcome job-related injuries or disabilities are entitled to conversion from part-time to full-time status in accordance with the National Agreement.

The parties also mutually agreed that a part-time rehab employee should not be denied the opportunity to convert to full-time based solely on the fact they have permanent restrictions. The decision to convert should depend on whether or not the employee is physically capable of performing the duties of the vacant duty assignment, the ability to modify the assignment to accommodate the employee's limitations while maintaining the essential or core duties of the position and compliance with OWCP guidelines. (AIRS #40184 - USPS #190C-41-C-93046587) See page 60

Settlements Reached on Maintenance Groups and Levels

There have been literally hundreds of grievances appealed at the national level regarding which level of employee is to perform which work in the maintenance craft. After more than six months of meetings at the national level, a number of resolutions have been reached in an effort to give the local parties guidance in resolving these disputes. Normally, such disputes are arbitrated at the regional level because it is virtually impossible to resolve a dispute at the national level which is applicable to every facility.

The APWU's efforts were aimed at defining what work is best performed by a Level 5 Maintenance Mechanic (MM-5), a Level 7

Mechanic Mail Processing Equipment (MPE), or by an Electronics Technician (E.T.).

Additional agreements attempt to resolve disputes between which work is best performed by a Building Equipment Mechanic (BEM) or by an MM-5, and by a Level 7 Mechanic Mail Processing Equipment or a Building Equipment Mechanic (BEM). There is a further agreement which defines File Maintenance as E.T. work. In addition, there are agreements which address duties of the Postal Machine Mechanic (PMM-6) and custodial duties. A final agreement applies the CSBS settlement to DBCS's in non-maintenance capable offices.

The first agreement has three parts. Part one agrees that an MM-5 may work on automated equipment. This agreement preserves the work for maintenance while only allowing the MM-5 to perform maintenance on automated equipment within their position description.

Part two of the agreement agrees that an MPE-7 may use a computer as a menu driven test device to perform electro-mechanical checks of the machine. The agreement also agrees that the MPE-7 may use the computer to determine the operational status of the equipment. This means does the machine run.

Taken together, these two functions mean that it is the job of an MPE-7 to run test decks, not an MM-5 as is being done in many offices.

Part three of the agreement requires that 80% of operational maintenance hours associated with automated equipment must be assigned to E.T.-9's when determining staffing for a facility. Previously there was no requirement in a staffing package to assign any hours to E.T.'s. 80% was used because in some larger facilities, there may be times when an MPE-7 is assigned operational maintenance working along with the E.T.'s. This is the first time any document guarantees E.T. hours in a facility.

This agreement protects the work of all three groups, MM-5s, MPE-7s, and E.T.-9s. (USPS #D94T-1D-C-97010513 - AIRS # 40185) See pages 61-62 for a copy of the agreement.

In addition, a letter from the manager of maintenance policies and programs sets out the