

IMPROPER UTILIZATION
OF
POSTMASTER RELIEFS
(PMR'S)

DENNIS TAFF
ARKANSAS STATE PRESIDENT

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THIS BOOKLET CONTAINS THE SUPPORTING DOCUMENTS AND SAMPLE GRIEVANCE FORMS AND THAT WERE USED IN FILING NUMEROUS GRIEVANCES IN THE STATE OF ARKANSAS OVER THE ISSUE OF IMPROPER UTILIZATION OF POSTMASTER RELIEFS. (PMR'S)

PMR'S ARE USED ILLEGALLY BY THE POSTAL SERVICE IN NORMALLY TWO DIFFERENT SITUATIONS. THE FIRST SITUATION IS WHICH THEY ILLEGALLY UTILIZES A PMR IS BY WORKING THEM IN ANOTHER NEARBY OFFICE TO PERFORM CLERK WORK WITHOUT A DUAL APPOINTMENT. THE MOST COMMON REASON WHY THE POSTAL SERVICE UTILIZES PMR'S AT OTHER OFFICES IS TO REDUCE CLERK HOURS OR TO REDUCE THE CLERK OVERTIME.

BY UTILIZING PMR'S IN THIS MANNER THE POSTAL SERVICE GAINS BECAUSE THEY ARE ABLE TO USE LOWER PAID NON-CAREER EMPLOYEES TO PERFORM CLERK DUTIES. ADDITIONALLY SINCE THEY DO NOT NORMALLY CLAIM THEM AS DUAL APPOINTED CASUALS, THE POSTAL SERVICE BENEFITS BECAUSE THE PMR'S ARE NOT COUNTED AGAINST THE CASUAL CAP.

UNION OFFICERS WHO REPRESENT SMALL OFFICES SHOULD INSTRUCT THE CLERKS IN THOSE OFFICES TO CONTACT THEIR UNION REPRESENTATIVE ANYTIME AN EMPLOYEES FROM ANOTHER OFFICE IS SCHEDULED TO WORK IN THEIR OFFICE. THIS SHOULD ALSO BE THE RULE IN ANY SIZE OFFICE. LARGE OFFICES ARE NOT IMMUNE TO THIS VIOLATION.

THE SECOND SITUATION IN WHICH THE POSTAL SERVICE ILLEGALLY USES PMR'S IS IN THEIR OWN OFFICE. THE POSTAL SERVICE UTILIZES PMR'S ABOVE AND BEYOND THEIR CONTRACTUAL LIMITS(WORKING THE SAME TIME AS THE POSTMASTER OR OIC, PERFORMING MAIL DISTRIBUTION BEFORE THE POSTMASTER OR OIC ARRIVES, ETC.)

THE SECOND SITUATION WAS THE MOST PROMINENT IN MY AREA. THE NEXT FEW PARAGRAPHS DESCRIBES HOW THE ILLEGAL USES OF PMR'S WERE DISCOVERED AND HOW THE UNION HANDLED THE GRIEVANCES CONCERNING THESE VIOLATIONS.

AS WE WERE REVIEWING A LIST OF MEMBERS AT LARGE (MAL'S) WE NOTICED THAT THERE WERE NUMEROUS LEVEL 15 OFFICES AND A FEW LEVEL 18 OFFICES IN WHICH THERE WERE NO CAREER CLERKS. AFTER FURTHER INVESTIGATION WE DISCOVERED THAT THE POSTAL SERVICE HAD HIRED AND WERE UTILIZING PMR'S IN THESE OFFICES ABOVE THE CONTRACTUAL LIMITS INSTEAD OF HIRING CAREER CLERKS.

WE LEARNED, THROUGH INVESTIGATION, THAT THIS PRACTICE HAD BEEN GOING ON FOR SEVERAL YEARS. IN MOST OF THE OFFICES WE FOUND THAT WHEN THE ONLY CLERK IN THAT OFFICE RETIRED, QUIT OR TRANSFERRED THE POSTAL SERVICE WOULD REPLACED THEM WITH A PMR. THEY ASSUMED THAT IT WOULD TAKE SOME TIME BEFORE THE UNION DISCOVERED THEM OR NEVER DISCOVER THEM AT ALL.

AFTER REVIEWING TIME DOCUMENTS WE FOUND THAT THESE PMR'S WERE WORKING BETWEEN 13 AND 40 HOURS PER WEEK. WE ALSO DISCOVERED THAT SOME OF THESE PMR'S WERE BEING UTILIZED TO PERFORM BARGAINING UNIT WORK IN OTHER SMALL OFFICES THAT HAD CAREER CLERKS. THEY WERE UTILIZING THESE PMR'S TO AVOID PAYING THE CAREER CLERKS OVERTIME.

I BROUGHT THESE VIOLATIONS TO THE ATTENTION OF THE POSTAL SERVICE, AND AFTER SEVERAL EFFORTS TO PERSUADE THE POSTAL SERVICE TO HIRE CAREER EMPLOYEES IN THESE OFFICES FAILED, THE STATE OFFICERS FILED GRIEVANCES IN APPROXIMATELY 17 OFFICES OVER THE USE OF PMR'S

OUR OFFICERS BASICALLY USED THE SAME FORMS AND INFORMATION FOR EACH GRIEVANCE THAT WAS FILED. THE OFFICERS ONLY HAD TO CHANGE THE AMOUNT OF HOURS THE PMR WAS WORKING IN EACH PARTICULAR OFFICE AND ADD ANY DOCUMENTS OR WRITTEN STATEMENTS THAT THE POSTMASTER WAS WILLING TO GIVE THE UNION.

AS YOU WILL SEE, WE RAISED NUMEROUS ARGUMENTS CONCERNING THE USE OF PMR'S AND PROPER REMEDIES IN OUR STEP 2 AND STEP 2 ADDITIONS AND CORRECTIONS, FULLY ANTICIPATING THAT WE WOULD HAVE TO FIGHT THE POSTAL SERVICE ALL THE WAY TO ARBITRATION.

THROUGH THE TIRELESS EFFORT OF NATIONAL BUSINESS AGENT, ROBERT KESSLER, THE POSTAL SERVICE, ALTHOUGH RELUCTANTLY, RESOLVED THESE GRIEVANCES AT STEP 3. THE SIGN OFF IS INCLUDED IN THIS HANDBOOK.

NOT ONLY DID THE FILLING OF THESE GRIEVANCES RESULT IN A MONETARY AWARD TO THE UNION IT HAS FORCED THE POSTAL SERVICE TO HIRE NUMEROUS CAREER CLERKS TO REPLACE THE PMR'S.

I AM SURE THAT THE ILLEGALLY HIRING AND UTILIZATION OF PMR'S IS PRACTICED IN MOST OTHER STATES. IT TAKES SOME TIME AND EFFORT TO FIND THE VIOLATIONS, BUT I AM SURE THAT THEY ARE TAKING PLACE. THERE IS AN OPPORTUNITY TO INCREASE THE CAREER WORKFORCE IN YOUR STATE AND ALSO THE POSSIBILITY TO RECEIVE A MONETARY SETTLEMENT FOR THE UNION OR ITS MEMBERS. I HOPE THESE DOCUMENTS ARE HELPFUL TO YOU AND YOUR OFFICERS IN ELIMINATING THE ILLEGAL USE OF PMR'S.

SPECIAL THANKS TO MY FELLOW STATE OFFICERS AND NATIONAL BUSINESS AGENT ROBERT KESSLER FOR THEIR MANY HOURS OF WORK ON THESE GRIEVANCES.

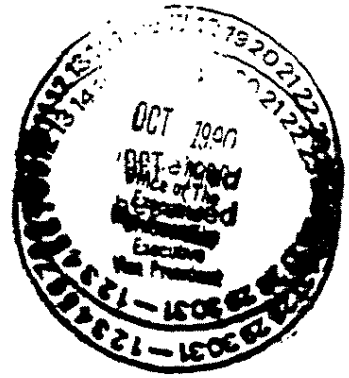


UNITED STATES POSTAL SERVICE
 ROOM 9014
 475 L'ENFANT PLAZA SW
 WASHINGTON DC 20260-4100
 TEL (202) 268-3816
 FAX (202) 268-3074

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JOSEPH J MAHON JR
 Assistant Postmaster General
 Labor Relations Department



October 16, 1990

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

Dear Mr. Burrus:

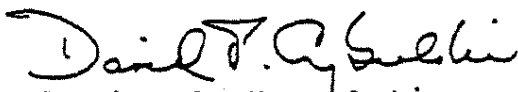
This letter is in response to your September 28 correspondence regarding whether postmaster relief employees are authorized to work when the postmasters who they are to replace are also working.

It is the position of the Postal Service that Section 123.4 of the Administrative Support Manual controls the assignment of a postmaster relief.

Additionally, Section 419.141 of the Employee and Labor Relations Manual defines the postmaster relief as "a non-career hourly rate employee who performs as a relief or leave replacement during the absence of a postmaster in an EAS-15 or below office."

Should there be any questions concerning this matter, please contact Stan Urban of my staff at 268-3842.

Sincerely,

for 
 Stephen A. Moe, Acting
 Assistant Postmaster General

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OFFICIAL OLYMPIC SPONSOR

123.4 Assignment of Postmaster Relief**123.41 Determination**

Postmasters must determine the necessity of assigning others in their own relief. An employee relieving the postmaster must be engaged in the primary or core duties and be directed to assume the major responsibilities of the relief position. For example, if the postmaster is to be absent for a short time or is off duty for a period when window service is not available, it may not be necessary to provide relief for these responsibilities.

123.42 Office Without Career Clerk

In offices without an assigned career clerk, a temporary postmaster relief/leave replacement may be used for a limited term to relieve the postmaster during all hours the post office is open to the public. The postmaster may be in a duty status or off duty during the period of absence.

123.43 Office With Career Clerk

In offices with an assigned career clerk, the clerk is authorized to act in relief of the postmaster when the post office is open to the public and only when the postmaster is away from the local area or not in a duty status—that is, on the postmaster's regular day off, when taking personal absence, or on official leave. At other times when the postmaster is in a duty status and away from the office but remains in the general vicinity, such as when attending training or meetings, relief is not authorized. In these cases, the postmaster retains responsibility for the operation of the office even though not physically present.

418.4 Changes From Bargaining to Nonbargaining Schedules

Changes of bargaining unit employees to nonbargaining positions are made in accordance with 410.

419 Supplemental (Noncareer) Workforce

419.1 Assignments

419.11 Casual Employee

419.111 Definition

Casual employees are nonbargaining, noncareer employees with limited term appointments. These employees are employed as a supplemental workforce, as described in collective-bargaining agreements, to perform duties assigned to bargaining unit positions.

419.112 Salary Grade

Appointments of casuals are made to the position of Casual, Occupation Code 5201-1001, at grade EAS-7 in the Noncareer Temporary Rate (NTR) Schedule or as otherwise authorized by the SAPMG/HR.

419.12 Noncareer Rural Carriers

419.121 Definition

Noncareer rural carriers are employed as a supplemental workforce to perform duties assigned to the rural carrier bargaining unit.

419.122 Salary Grade

Noncareer rural carriers are appointed and paid as provided in the NRLCA Agreement.

419.13 Temporary Employee

419.131 Definition

Temporary employees, including Officers-in-Charge (OICs) appointed from outside the Postal Service, are nonbargaining, noncareer employees who perform duties assigned to nonbargaining positions.

419.132 Salary Grades

Prior to hiring a temporary employee, the installation head or other appointing official should carefully assess operational needs of the office and determine the EAS grade for the types of work to be performed. Based on this determination, the temporary employee is hired at that grade in the Noncareer Temporary Rate Schedule.

419.14 Postmaster Relief/Leave Replacements (PMRs)

419.141 Definition

A PMR is a noncareer hourly rate employee who performs as a relief or leave replacement during the absence of a postmaster in an EAS-15 or below post office.



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

Re: G94C-4G-C 97111714
Class Action
Christoval, TX 76935-9998

Dear Mr. Guffey:

On January 12, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether a Postmaster Relief/Leave Replacement can be utilized on a daily basis to process mail prior to the postmaster's reporting for work.

After reviewing this matter, we mutually agreed that no national interpretive issue is presented in this case. Postmaster Relief/Leave Replacements are to be utilized as outlined in Section 123.4 of the Administrative Support Manual not to cover the absence of bargaining unit employees.

Accordingly, we agreed to remand this case to the parties at Step 3.

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

Time limits were extended by mutual consent.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rodney Lamson", written over a horizontal line.

Rodney Lamson
Labor Relations Specialist
Grievance and Arbitration

A handwritten signature in cursive script, appearing to read "Cliff Guffey", written over a horizontal line.

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

Date: 7-27-98



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

Re: G94C-4G-C 97111713
Class Action
Sterling City, TX 76951-9998

Dear Mr. Guffey:

On January 12, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether a Postmaster Relief/Leave Replacement can work at the same time as the postmaster.

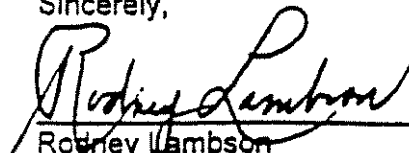
After reviewing this matter, we mutually agreed that no national interpretive issue is presented in this case. Postmaster Relief/Leave Replacements are to be utilized as outlined in Section 123.4 of the Administrative Support Manual not to cover the absence of bargaining unit employees.

Accordingly, we agreed to remand this case to the parties at Step 3.


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

Time limits were extended by mutual consent.

Sincerely,



Rodney Lambson
Labor Relations Specialist
Grievance and Arbitration



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

Date: 7-27-98



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

Re: G94C-4G-C 97111715
Class Action
Bronte, TX 76933-9998

Dear Mr. Guffey:

On January 12, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether two Postmaster Relief/Leave Replacements can be utilized to replace a career craft employee.

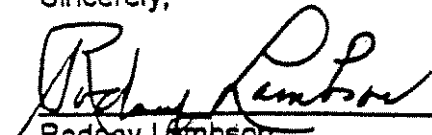
After reviewing this matter, we mutually agreed that no national interpretive issue is presented in this case. Postmaster Relief/Leave Replacements are to be utilized as outlined in Section 123.4 of the Administrative Support Manual not to cover the absence of bargaining unit employees.

Accordingly, we agreed to remand this case to the parties at Step 3.

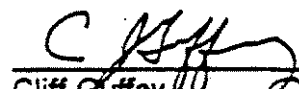
Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,



Rodney Lambson
Labor Relations Specialist
Grievance and Arbitration



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

Date: 7-27-98



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

Re: G94C-4G-C 97078872
Class Action
Knox City, TX 79529-9998

Dear Mr. Guffey:

On January 12, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether a Postmaster Relief/Leave Replacement can work at the same time as the Officer-In-Charge in the office.

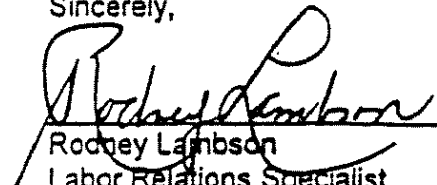
After reviewing this matter, we mutually agreed that no national interpretive issue is presented in this case. Postmaster Relief/Leave Replacements are to be utilized as outlined in Section 123.4 of the Administrative Support Manual not to cover the absence of bargaining unit employees.

Accordingly, we agreed to remand this case to the parties at Step 3.

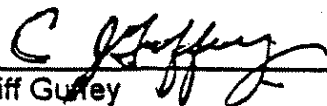
Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,



Rodney Lambson
Labor Relations Specialist
Grievance and Arbitration



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

Date: 7-27-98



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

Re: G94C-4G-C 97111712
Class Action
Mertzon, TX 76941-9998

Dear Mr. Guffey:

On January 12, 1998, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether a Postmaster Relief/Leave Replacement can be utilized to replace a PTF employee who is attending school.

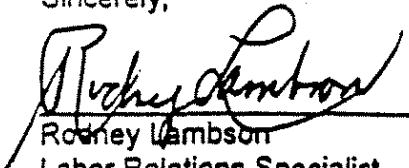
After reviewing this matter, we mutually agreed that no national interpretive issue is presented in this case. Postmaster Relief/Leave Replacements are to be utilized as outlined in Section 123.4 of the Administrative Support Manual not to cover the absence of bargaining unit employees.

Accordingly, we agreed to remand this case to the parties at Step 3.


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

Time limits were extended by mutual consent.

Sincerely,



Rodney Lambson
Labor Relations Specialist
Grievance and Arbitration



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

Date: 7-27-98



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

RE: E94C-1E-C 98057796
Class Action
Bowie, TX 76230-9998

Dear Mr. Guffey:

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

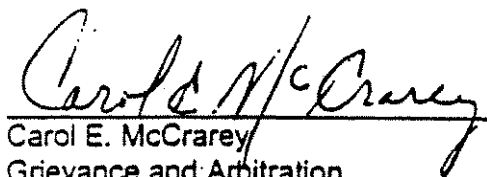
After reviewing this matter, we mutually agreed that postmaster relief/leave replacement are hired for the purpose to provide relief during the postmaster's absence from the office. The postmaster may be in a duty status or off duty during the period of absence. In order for a PMR to work in another office to cover absences of bargaining unit employees in the clerk craft, or to supplement the clerk workforce, the PMR must have a dual appointment as a casual.


Accordingly, we agreed to remand this case to the parties at Step 3 for application of this settlement.

Please sign and return the enclosed copy of this decision as your acknowledgment of this settlement.

Time limits at Step 4 were extended by mutual consent.

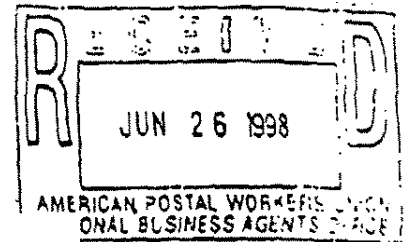
Sincerely,


Carol E. McCraey
Grievance and Arbitration
Labor Relations


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

Date: 7-30-98

**SOUTHWEST AREA LABOR RELATIONS
PROCESSING CENTER**



June 22, 1998

Southern Region Grievance
Cad. Code: 07.0000

Carl Casillas
National Business Agent
1001 East 101st Terr., Ste 390
Kansas City, MO 64131-3368

G94C-4G-C 98065165
Class Action
De Valls Bluff AR 72041-9998
3/19/98 AR029803

Dear Mr. Casillas:

This is to confirm the disposition of the subject Step 3 grievance appeal which was discussed with you on 6/19/98.

Based on information presented and contained in the grievance file, the grievance is denied. There is no evidence contained in the grievance file at Step 2 or 3 to support the union's contention that the employer violated the National Agreement. The file supports those contentions made by management's Step 2 designee.

P.M.R. assignment to the clerk craft while the Postmaster is present will cease and desist.

The time limit for processing at Step 3 was extended by mutual consent.

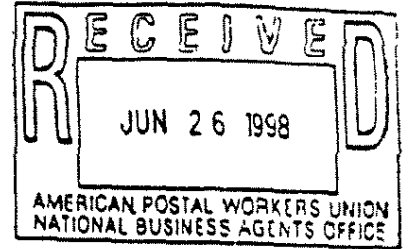
In our judgment, the grievance does not involve an interpretive issue(s) pertaining to the National Agreement or a supplement thereto which may be of general application. Unless the union believes otherwise, the case may be appealed directly to regional arbitration in accordance with the provisions of Article 15 of the National Agreement.

A handwritten signature in cursive script, appearing to read "Delward Stracner".

Delward Stracner
Labor Relations Specialist

cc: District - Arkansas

**SOUTHWEST AREA LABOR RELATIONS
PROCESSING CENTER**



June 22, 1998

Southern Region Grievance
Cad Code: 07.0000

Carl Casillas
National Business Agent
1001 East 101st Terr., Ste 390
Kansas City, MO 64131-3368

G94C-4G-C 98065162
Class Action
Star City AR 71667-9998
3/19/98 AR029801

Dear Mr. Casillas:

This is to confirm the disposition of the subject Step 3 grievance appeal which was discussed with you on 6/19/98.

The grievance was settled by mutual agreement as follows:

The P.M.R. assignment to a clerk craft assignment is improper and will cease. The senior clerk will be compensated for the hour worked on Jan 26, 27 & 28 in the box section by the P.M.R.

The time limit for processing at Step 3 was extended by mutual consent.

Handwritten signature of Delward G. Stracner in black ink.

Delward G. Stracner
Labor Relations Specialist

Handwritten signature of Carl Casillas in black ink.

Carl Casillas
National Business Agent

cc: District - Arkansas



DATE: July 2, 1998

OUR REF: SE41:JWBledsoe:mm:38166-0841

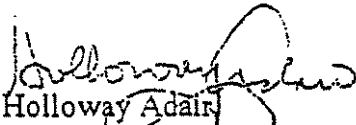
SUBJECT: USPS/APWU Joint Contract Application


TO: All Management and Union Personnel
Southeast and Southwest Areas

The accompanying publication, *USPS/APWU Joint Contract Application*, is a collection of jointly agreed upon questions and answers relating to the most commonly disputed contractual provisions. These Q&A's were developed through joint meetings between various union and management representatives from the Southeast and Southwest Areas, and represent the issues where there is no dispute in administration of the National Agreement or the supplementing handbooks and manuals. The intent of issuing this publication is to make this information available to union and management personnel, all the way down to the line supervisor and union steward level, for use in settling grievances at the lowest possible level. In fact, grievances which may be settled by application of these Q&A's should not be passed to the next level in the grievance/arbitration procedure.

Jointly developed and administered training for stewards and supervisors will include familiarization with the material included in this publication, as well as reinforcement of the principle that grievances should be settled at the lowest possible level.

Discussions will be ongoing between management and the APWU, and it is anticipated that periodic updates to this publication will be issued as new joint Q&A's are developed.


Holloway Adair
Labor Relations Specialist
Southeast Area


Terry Stapleton
Regional Coordinator,
APWU, AFL-CIO


Charles Gonzales
Labor Relations Specialist
Southwest Area

Arbitration Scheduling Processing Center
225 N. Humphreys Blvd.
Memphis, TN 38166-0979
Phone: 901-747-7237
Fax: 901-747-7206

800 West Airport Freeway
Lobby Box 6086, Suite 1031
Irving, TX 75062-6086
Phone: 972-771-1414
Fax: 972-579-1414

Can management utilize "Kelly Girls" or similar temporary employment agencies for employment purposes?

RESPONSE:

Yes. However, this would be short term work under limited circumstances, and during this time the Kelly Girls would be considered casuals under 7.1.B of the National Agreement.

SOURCE: Step 4 H7C-NA-C-35, dated June 28, 1989.

May management work employees across craft lines without restriction in offices of less than 100 employees?

RESPONSE:

No. The restrictions found In Article 7.2 on management's right to work employees across craft lines apply regardless of the size of the office or any past practice to the contrary.

SOURCE: Area level agreement of the parties.

Can RCAs/RCRs be utilized within APWU crafts?

RESPONSE:

No, unless their PS Form 50 reflects a dual appointment.

SOURCE: Area level agreement of the parties.

When and how can PMLRs/PMRs (Postmaster Leave Replacements) be utilized?

RESPONSE:

Only in the absence of the postmaster in the office for which they were hired.

SOURCE: Area level agreement of the parties.

Do PTFs have priority over Transitional Employees in work scheduling?

RESPONSE:

Yes. Over the course of a pay period the employer will make a reasonable effort to

DISTRIBUTION AND WINDOW CLERK, PS-05

FUNCTIONAL PURPOSE

Performs a combination of the basic functions of a Distribution Clerk and a Window Clerk in a first or second-class post office or in a classified branch or station.

DUTIES AND RESPONSIBILITIES

1. Makes primary and one or more secondary distribution of incoming mail by delivery point (for example, zone, branch or station, carrier route, general delivery, or lockboxes) based on a knowledge of the distribution scheme established for the office, branch, or station.
2. Makes primary and one or more secondary distributions of outgoing mail for dispatch (for example, by city, state, geographic area) based on knowledge of current distribution schemes.
3. Sells postage stamps, stamped paper, postal cards, internal revenue stamps, migratory bird stamps, and money order certificates.
4. Accepts from and makes window delivery to patrons of parcel post, insured, c.o.d., and registered mail; makes collection of required postage-due and fees, when applicable; issues necessary receipts and delivers general mail to customers.
5. Verifies first, second, third and fourth class mailings as to size, weight, postage and other mailability requirements.
6. Assigns special delivery and registered mail for delivery.
7. Checks and sets post office stamp-vending machines and postage meters.
8. Issues and cashes foreign and domestic money orders.
9. Rents post office boxes, receives rental payments, conducts reference checks, and completes required forms.
10. Provides information to customers concerning postal regulations, mailing restrictions, rates, and other matters involving postal transactions.

(Continued on Next Page)

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DISTRIBUTION AND WINDOW CLERK, PS-05

(Continued from Previous Page)

11. In addition, may perform any of the following duties: set postage meters; maintain records of mails; face and cancel mail; label and tie out mail for dispatch; open and dump pouches and sacks; make emergency calls to customers to adjust service complaints; perform miscellaneous office clerical duties incident to the personnel, accounting, and other administration of the office.

SUPERVISION

Supervisor, Distribution Operations, or other designated supervisor.

SELECTION METHOD

Senior Qualified

BARGAINING UNIT

CLERK

KEY POSITION REFERENCE

KP-0012

(End of Document)

17

**STEP 3
GRIEVANCE
APPEAL FORM**

AMERICAN POSTAL WORKERS UNION, AFL-CIO

CERTIFIED MAIL # Z491671405

GRIEVANT - PERSON OR UNION (FROM LINE 8) ARKANSAS APWU		WORK LOCATION CITY AND ZIP CODE (FROM LINE 10) KENSETT, AR. 72082		REGION'S GRIEVANCE #	
DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) 1 Violation of Handbooks/Manuals		CRAFT CLERK	DATE OF STEP 2 7/26/99	LOCAL GRIEVANCE # PMR997	USPS GRIEVANCE

THE ABOVE GRIEVANCE IS BEING APPEALED TO STEP 3/DATE 8/4/99

SSN: CLASS ACTION

REGIONAL DIRECTOR
EMPLOYEE LABOR RELATIONS
SOUTHERN REGION
U.S. POSTAL SERVICE
225 NORTH HUMPHREYS BLVD.
MEMPHIS, TN. 38166

Any appeal from an adverse decision in Step 2 shall be in writing to the Regional Director for Employee and Labor Relations, with a copy to the Employer's Step 2 Representative, and shall specify the reasons for the appeal. (Within fifteen (15) days)

This Appeal is in accordance with Article 15 Grievance Arbitration Procedures Sec. 2 Step 2 (h) and Step 3 (a) for the following reasons:

CLASS ACTION GRIEVANCE.

THE POSTAL SERVICE IS UTILIZING PMR'S (POSTMASTER RELIEF/REPLACEMENTS) IN VIOLATION OF THEIR OWN HANDBOOKS AND MANUALS.

THE PMR'S ARE BEING UTILIZED IN THE FOLLOWING, BUT NOT LIMITED TO, MANNER: TO PROCESS MAIL PRIOR TO THE POSTMASTER'S REPORTING TIME, WORKING AT THE SAME TIME AS THE POSTMASTER, WORKING IN OTHER OFFICES TO SUPPLEMENT THE CLERK WORK FORCE WITHOUT A DUAL APPOINTMENT, REPLACING A CAREER CRAFT EMPLOYEE, AND PMR'S ARE BEING HIRED IN LIEU OF CAREER CRAFT EMPLOYEES. THIS HAS BEEN A CONTINUAL VIOLATION. THE PMR'S ARE ONLY TO BE USED AS OUTLINED IN SECTION 123.4 OF THE ADMINISTRATIVE SUPPORT MANUAL AND 419.141 OF THE ELM.

THIS OFFICE IS A LEVEL 15 OFFICE AND THERE IS NO BARGAINING UNIT EMPLOYEE EMPLOYED AT THIS OFFICE. THE PMR IS PERFORMING BARGAINING UNIT WORK PRIOR TO THE POSTMASTER'S REPORTING TIME AND ALSO WORKING AT THE SAME TIME AS THE POSTMASTER.

Continued on Next Page...

CEASE AND DESIST FROM USING PMR'S IN VIOLATION OF APPROPRIATE HAND BOOKS AND MANUALS MAKE APPROPRIATE BARGAINING UNIT EMPLOYEES AND/OR APWU WHOLE FOR ALL HOURS WORKED BY PMR'S IN VIOLATION OF HANDBOOKS AND MANUALS FROM 14 DAYS PRIOR TO STEP 1 DISCUSSION AND UNTIL SUCH TIME THE VIOLATION CEASES OR THE GRIEVANCE IS SETTLED. HIRE CAREER EMPLOYEES TO REPLACE THE PMR'S

and we have attached the Step 2 appeal grievance form, the employers written Step 2 decision and our corrections and additions to the Step 2 decision if we submitted same to employer's Step 2 representative.

FROM - LOCAL UNION (NAME OF)	ADDRESS	CITY	STATE	ZIP
3 ARKANSAS POSTAL WORKERS UNION	PO BOX 5808	FT. SMITH, AR.	72913	

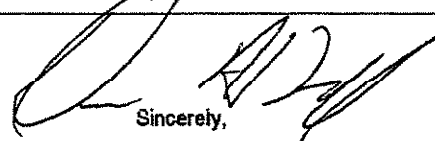
COPY - LOCAL FILE

COPY - USPS STEP 2 DESIGNEE

SUBMIT UNION'S REGIONAL COPY WITH FILE TO (or as instructed)

NATIONAL BUSINESS AGENT

ROBERT KESSLER/CARL CASILLAS
1E. 101st Terr.-ste.1031
KANSAS CITY, MO 64131


Sincerely,

DENNIS TAFF, PRESIDENT
ARKANSAS, APWU, AFL-CIO

STEP 3
GRIEVANCE
APPEAL FORM

AMERICAN POSTAL WORKERS UNION AFL-CIO

CERTIFIED MAIL # Z491671405

GRIEVANT - PERSON OR UNION (FROM LINE 8) ARKANSAS APWU		WORK LOCATION CITY AND ZIP CODE (FROM LINE 10) KENSETT, AR.	REGION'S GRIEVANCE #	
DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) Violation of Handbooks/Manuals		CRAFT CLERK	DATE OF STEP 2 7/26/99	LOCAL GRIEVANCE # PMR997
				USPS GRIEVANCE #

Additional Contentions:

IN APRIL, 1998 THE UNION HAS ASKED THE POSTAL SERVICE NUMEROUS TIME TO EITHER CEASE AND DESIST FROM USING PMRS IN THESE OFFICES OR TO HIRE CAREER EMPLOYEES. SINCE THE POSTAL SERVICE TOOK NO ACTION AT ALL TO CORRECT THE PROBLEM, THE UNION WAS FORCED TO PURSUE THE ISSUE THROUGH THE GRIEVANCE PROCEDURE. THE POSTAL SERVICES REFUSAL TO COMPLY WITH THE NATIONAL AGREEMENT AND ITS HANDBOOKS HAS RESULTED NOT ONLY IN AVAILABLE BARGAINING UNIT EMPLOYEES LOSING WAGES AND BENEFITS, IT HAS RESULTED IN THE THE UNION LOSING FUNDS(UNION DUES) BECAUSE THE POSTAL SERVICE DID NOT HIRE BARGAINING UNIT CAREER EMPLOYEES TO WORK IN THESE OFFICES. THE POSTAL SERVICE'S REFUSAL TO ABIDE BY THE NATIONAL AGREEMENT HAS ALSO PLACED A LARGE ADMINISTRATIVE COST ON THE UNION TO HAVE TO PURSUE THESE GRIEVANCES. THE UNION HAS FILED GRIEVANCES IN OVER 16 OFFICES IN WHICH THE SAME VIOLATION IS OCCURRING. SEVERAL OF THESE OFFICES ONCE HAD CAREER EMPLOYEES WHO WORKED THERE. ONCE THEY RETIRED, THE POSTAL SERVICE REPLACED THE CAREER EMPLOYEES WITH PMRS, KNOWING FULL WELL THAT THEY WERE VIOLATING THE NATIONAL AGREEMENT. THE POSTAL SERVICE ASSUMED THAT SINCE THESE WERE SMALL OFFICES THAT THE UNION WOULD NEVER NOTICE THAT THEY HAD NOT HIRED THE APPROPRIATE EMPLOYEES. THE POSTAL SERVICE HAS A MOTIVE IN THIS ISSUE. THE POSTAL SERVICE BENEFITS FROM VIOLATING THE NATIONAL AGREEMENT WHEN THEY HIRE PMR'S INSTEAD OF CAREER EMPLOYEES WHILE THE BARGAINING UNIT EMPLOYEES AND THE UNION LOSES.

Additional Corrective Action:



Arkansas Postal Workers Union, AFL-CIO

Dennis Taff
President
Arkansas Postal Workers Union
P.O. Box 5808
Ft. Smith, AR. 72913
(501) 783-7898 Work
(501) 474-0469 Home

August 1, 1999

STEP 2 ADDITIONS AND CORRECTIONS-PMR GRIEVANCES

PMR991(GOULD)
PMR992(MINERAL SPRINGS)
PMR993(MT. PINE)
PMR994(POTTSVILLE)
PMR995(REDFIELD)
PMR996(HORATIO)
PMR997(KENSETT)
PMR998(CARAWAY)

To: Carol Chappell
Labor Relations Specialist
USPS

Dear Carol,

I received your step 2 decision on the PMR grievances on 7-29-99. The Union wishes to add the following additions and corrections:

The articles in contention are, but not limited to, articles 1, 7,19, and 37.

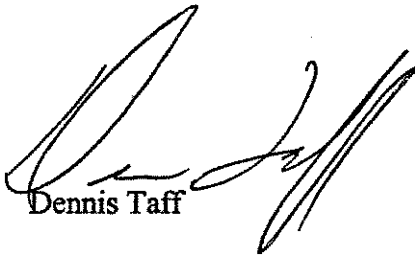
The Union has attempted to discuss and reach a decision on these grievances since they were first filed in March of 1999. Despite the length of time that has elapsed, the Postal Service has not supplied the Union with any documentation or evidence to dispute any of the contentions that the Union has offered. Also, the Postal Service has not presented any evidence or documentation to dispute the amount of hours that the Union claims that the PMR's are working in these offices.

Your step 2 denial only states: "The work load at these offices does not justify the hiring of PTF clerk in replacement of the PMR." The PMR's in these offices are working any where from 17 to 30 hours per week. The Union clearly has shown the need for a career employee to be working in these offices. Whether the Postal Service ever hires a PTF or not, these hours

worked by the PMR's are in violation of the National Agreement and the Union and its members should be made whole for all hours for such a blatant violation.

The National Agreement, the National Level step 4 decisions and the Postal Service's own handbooks are clear. The PMR' are only to be utilized as in the absence of the Postmaster as outlined in Section 123.4 of the Administrative Support Manual and 419 of the ELM.

It is clearly evident by the step 2 decision, the delay and stall tactics in issuing such a decision, the fact that there was no effort what so ever to resolve this issue at the lowest level, and the blatant disregard for the National Agreement, the Postal Service has no intentions of removing these PMR's from these offices or compensating the Union or its members for the violations. It is clear to the Union that the policy in the Arkansas District is to use PMR's in lieu of career employees and in direct violation of the clear language of their own handbooks and Manuals and the National Agreement .



Dennis Taff



Arkansas Postal Workers Union, AFL-CIO

• 1999 •

Dennis Taff
President
Arkansas Postal Workers Union
P.O. Box 5808
Ft. Smith, AR. 72913
(501) 783-7898 Work
(501) 474-0469 Home

August 1, 1999

To: Carol Chappell
Labor Relations Specialist
USPS

Dear Carol,

I received your step 2 decision on the PMR grievances on 7-29-99. The two grievances that were omitted from the letter were Local Grievance # PMR997 (Kensett) and PMR 992 (Mineral Springs). My records indicate that they were received by your office on 4-19-99 and 4-6-99.

Please add these to your decision letter and send me a revised copy.

Sincerely,


Dennis Taff

RECEIVED 7-29-99

UNITED STATES POSTAL SERVICE
ARKANSAS DISTRICT
Little Rock, AR 72231-9998

July 26, 1999

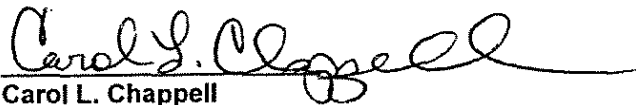
Mr. Dennis Taff
State President-APWU
P O Box 5808
Fort Smith, AR 72913-5808

RE: PMR Grievances

Redfield, AR G98C-4G-C 99193459
Horatio, AR G98C-4G-C 99193486
Pottsville, AR G98C-4G-C 99183228
Newark, AR G98C-4G-C 99184423
Caraway, AR
Gould, AR
Mountain Pine

This to confirm the disposition of the grievance appeals concerning the above-referenced grievances. The Step 2 meeting were held on several dates the latest being July 26, 1999. The article(s) in contention in these grievance is/are : 19 and 7

Based on the information contained in the file, the above listed grievances are denied. The workload at these offices does not justify the hiring of a PTF clerk in replacement of the PMR.



Carol L. Chappell
Labor Relations Specialist

cc: File

**STEP 2
GRIEVANCE
APPEAL FORM**

American Postal Workers Union, AFL-CIO

DISCIPLINE (NATURE OF) OR CONTRACT (ISSUE) 1 Violation of Handbooks/Manuals		CRAFT CLERK	DATE 4/5-99	LOCAL GRIEVANCE *PMR997	USPS GRIEVANCE
TO USPS STEP 2 DESIGNEE (NAME AND TITLE) LARRY HENSLEY		INSTALLATION / SEC. CEN / BMC LITTLE ROCK AR. 72231			PHONE 501-945-6751
FROM: LOCAL UNION (NAME OF) 3 ARKANSAS POSTAL WORKERS UNION	ADDRESS P.O. BOX 5808	CITY FT. SMITH, AR.	STATE 72913	ZIP	
STEP 2 AUTHORIZED UNION REP. (NAME AND TITLE) 4 DENNIS TAFF	AREA CODE 501-783-7898	PHONE (OFFICE)	AREA CODE 501-474-0469	PHONE (OTHER)	
LOCAL UNION PRESIDENT 5 DENNIS TAFF	AREA CODE 501-783 7898	PHONE (OFFICE)	AREA CODE 501-474-0469	PHONE (OTHER)	

WHERE - WHEN STEP 1 MEETING & DECISION MET WITH

6 UNIT/SEC/BR/STA/OFC	DATE/TIME 4-6-99	USPS REP - SUPR Scott Luttrell	GRIEVANT AND/OR STEWARD Dennis TAFF
7 STEP 1 DECISION BY (NAME AND TITLE) Scott Luttrell - Postmaster	DATE AND TIME 4-6-99 1400	INITIALS	INITIALING ONLY VERIFIES DATE OF DECISION
8 GRIEVANT PERSON OR UNION (Last Name First) ARKANSAS APWU	ADDRESS PO BOX 5808	CITY FT. SMITH	STATE ZIP PHONE AR 72913 501 783 7898
9 SOCIAL SECURITY NO.	SERVICE SENIORITY/CRAFT	STATUS	LEVEL STEP DUTY HOURS
		OFF DAYS	<input type="checkbox"/> SAT <input type="checkbox"/> MON <input type="checkbox"/> WED <input type="checkbox"/> FRI <input type="checkbox"/> SUN <input type="checkbox"/> TUE <input type="checkbox"/> THU <input type="checkbox"/> ROT
10 JOB/PAY LOCATION/ (UNIT/SEC/BR/STA/OFC)	WORK LOCATION CITY AND ZIP CODE HENSETT, AR 72082	LIFETIME SECURITY <input type="checkbox"/> Yes <input type="checkbox"/> No	VETERAN <input type="checkbox"/> Yes <input type="checkbox"/> No

11 Pursuant to Article 15 of the National Agreement we hereby appeal to Step 2 the following Grievance alleging a Violation of (but not limited to) the following: NATIONAL, (Art./Sec.) **ARTICLE 19, ARTICLE 7**

LOCAL MEMO (ART./SEC.) OTHER MANUALS, POLICIES, LM MINUTES, ETC.

12 DETAILED STATEMENT OF FACTS/CONTENTIONS OF THE GRIEVANT

CLASS ACTION GRIEVANCE.

THE POSTAL SERVICE IS UTILIZING PMR'S (POSTMASTER RELIEF/REPLACEMENTS) IN VIOLATION OF THEIR OWN HANDBOOKS AND MANUALS.

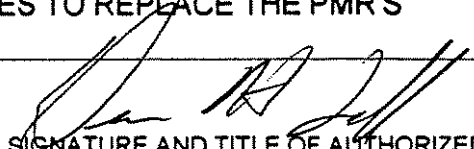
THE PMR'S ARE BEING UTILIZED IN THE FOLLOWING, BUT NOT LIMITED TO, MANNER: TO PROCESS MAIL PRIOR TO THE POSTMASTER'S REPORTING TIME, WORKING AT THE SAME TIME AS THE POSTMASTER, WORKING IN OTHER OFFICES TO SUPPLEMENT THE CLERK WORK FORCE WITHOUT A DUAL APPOINTMENT, REPLACING A CAREER CRAFT EMPLOYEE, AND PMR'S ARE BEING HIRED IN LIEU OF CAREER CRAFT EMPLOYEES. THIS HAS BEEN A CONTINUAL VIOLATION.

THE PMR'S ARE ONLY TO BE USED AS OUTLINED IN SECTION 123.4 OF THE ADMINISTRATIVE SUPPORT MANUAL AND 419.141 OF THE ELM.

13 CORRECTIVE ACTION REQUESTED - That any/all information (files, records, documents, etc.) relied upon and/or related to this instant grievance be made available at the Step 2 hearing.

CEASE AND DESIST FROM USING PMR'S IN VIOLATION OF APPROPRIATE HAND BOOKS AND MANUALS MAKE APPROPRIATE BARGAINING UNIT EMPLOYEES AND/OR APWU WHOLE FOR ALL HOURS WORKED BY PMR'S IN VIOLATION OF HANDBOOKS AND MANUALS FROM 14 DAYS PRIOR TO STEP 1 DISCUSSION AND UNTIL SUCH TIME THE VIOLATION CEASES OR THE GRIEVANCE IS SETTLED. HIRE CAREER EMPLOYEES TO REPLACE THE PMR'S

24


SIGNATURE AND TITLE OF AUTHORIZED UNION REP
STATE PRESIDENT

PAGE 2, Unions contentions Grievance # PMR999 (Use of PMR's)

There are no career bargaining unit clerks presently employed at this office. The work in question is bargaining unit work and this work is being performed by the Postmaster Reliefs(PMR's). This is a Level 15 Post Office.

These T&A reports and/or time cards submitted by the Union (attachment #9) reflect that the PMR in this office is working approximately 23 hours per week. At least 10 of these hours per week are worked in violation of the Postal Services handbooks and manuals.

Postal Service has chose not to hire career clerks, and instead, has chose to violate the National Agreement by using PMR's in violation of their own handbooks and manuals. Once the work hours and workload consistently increases in a Post Office, the Postal Service has the obligation to replace the PMR and hire a career bargaining unit employee and make them available to perform the work. Otherwise the Postal Service would never hire career clerks.

The Union, on numerous occasions, has notified the Postal Service of violations of the use of PMR's. (See attachment #1)The Union has also filed numerous grievances in other locations over the same issue. The Postal Service has made no effort to correct the problem. The Union is still having to continually file grievances when they discover that another Postmaster is violating the National agreement by using PMR's in violation of the handbooks and manuals.

The Union contends the amount of hours worked by the PMR is not a deminimus amount of work. Postmaster. This amount of hours more than justifies the hiring a career clerk for this office. This is a Level 15 office. There should be a clerk in this office to process the mail. The processing of mail and windows duties are clerk craft functions, not the Postmasters or the PMR's. This is also a violation of Article 1 Section 6 of the National Agreement.

The Postal Service has known for years that they were violating the National Agreement and have robbed the APWU and bargaining unit employees of monies by not hiring career bargaining unit clerks to work in these offices.

The bargaining unit, which the Union represents, has lost large amounts of monies in lost wages and benefits. The Union has lost large amounts of Union dues from possible prospective members because the Postal Service has refused to hire career clerks. The Union has been forced to use large amounts of funds to process these grievances in order to stop the Postal Service from blatantly and intentionally violating the contract. All of these grievances could have been avoided if the Postal Service would have agreed to stop these violations when requested to do so in April of 1998.

PAGE 3, Unions contentions Grievance # PMR 999 (Use of PMR's)

The deliberate circumvention of hiring the appropriate career employees erodes the efficacy of the National Agreement. A monetary remedy to the other career clerks or the Union as the enforcer of the national Agreement is appropriate. The union contends that a pecuniary remedy should be awarded to the Union and/or bargaining unit employees or the Postal Service will continue to violate the National Agreement..

The Postal Service made no effort to offer any of these these hours of work to other career clerks in the surrounding areas.

The Postal Service's and Union's Step 3 Representatives have agreed that PMR's assignment to the clerk craft while the Postmaster is present will cease and desist. The Arkansas District Managers are fully aware of these Step 3 Agreements.

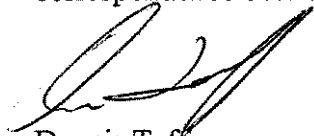
The parties at the Regional Level have also agreed a PMR can only be utilized in the absence of the Postmaster.(See APWU and Postal Service Joint Contract Application, question #19)

The Union also contends that these PMR's should have been counted toward the number of casuals employed in accordance with Article 7 Section 1 B.3. This violation has also cost lost wages and benefits for the clerk craft/and or Union.

Attached is a Standard Job Description of a Distribution and Window Clerk. The PMR's are performing part or all of the functions listed in the job description.

The Union request that the Postal Service maintain time cards for this office until this grievance is settled.

Attached are Time cards and T&A reports with cover sheet and any written correspondence between Local Postmaster and Union if available.



Dennis Taff
Union Step 2 Representative



Arkansas Postal Workers Union, AFL-CIO

Dennis Taff
President
Ark. Postal Workers
P.O. Box 5808
Ft. Smith, Ar. 72913
(501) 783-7898 Work
(501) 474-0469 Home

April 6, 1998

To: Larry Hensley
Senior Labor Relations Specialist
Little Rock, AR

Dear Larry,

I have been informed that there are several offices in Arkansas, in which a Postmaster is utilizing a postmaster relief, while the postmasters is also working. I have been informed that the postmaster reliefs in these offices are working on the average of 16 to 40 hours per week.

Also, some Postmasters are using postmaster reliefs from other offices to perform bargaining unit work instead of utilizing their own career clerk.

Also, there have been numerous reports of Postmasters utilizing rural carrier reliefs and associates to perform clerk craft duties. These reliefs and associates are not are not dual appointees.

The Union contends that all of the above are violations of the National Agreement and these actions should immediately cease and desist.

The Union's position is that a postmaster relief should only be authorized to work when the postmaster is absent, on his/her day off or on leave. It is also the Union's position that the postmaster should utilize clerks that are employed in that office to perform clerk duties instead of using a postmaster relief from another office. It is also the Union's position that an RCA or RCR should not perform clerk craft duties unless he/she has a dual appointment.

Would you please inform me as soon as possible of the Arkansas District's position on these issues. If the Postal Service's position is the same as the Union's, please inform me of the Postal Service's plans to correct these matters.

Sincerely,


Dennis Taff

cc. R. Hamlin
APWU NBA office
T. Stapleton



April 9, 1998

Dennis Taff
State President, APWU
P. O. Box 5808
Fort Smith, AR 72913-5808

RE: Alleged Contract Violation

Dear Mr. Taff:

This is to confirm receipt and review of your letter dated April 6, 1998. In your letter you asserted that there were several offices in the Arkansas District in which Postmasters are utilizing Postmaster Relief's while the Postmaster's are working. You also asserted that some Postmasters are using Postmaster Relief's from other Post Offices to perform bargaining unit work. Finally, you asserted that there are numerous reports of Postmasters utilizing rural carrier relief's to perform clerk craft duties.

However, your letter failed to provide the names of the offices in which these alleged instances are occurring. Accordingly, in order for me to address your concerns, I need to know the names of the offices in which these events allegedly occurred. In addition, I need to know the dates in which the alleged events occurred. If you have any further questions, please feel free to contact me.

Sincerely,

Sue Chastrow

Larry Hensley

cc: Randy Hamlin, Mgr. Human Resources



Arkansas Postal Workers Union, AFL-CIO

Dennis Taff
President
Ark. Postal Workers
P.O. Box 5808
Ft. Smith, Ar. 72913
(501) 783-7898 Work
(501) 474-0469 Home

April 13, 1998

To: Larry Hensley
Senior Labor Relations Specialist
Little Rock, AR

Dear Larry,

This is response to your letter dated April 9, 1998. In your letter you ask for me to provide names of offices and dates of alleged events in order for you to address my concerns.

I will honor your request and call you next week to discuss the offices that I know are using PMR's while the Postmaster is also working. However I feel certain that there are other offices that I have not yet been able to identify that are using PMR's and RCA's illegally. That is why I am requesting for you to please inform me of the Arkansas Districts position on those issues that I addressed in the April 6 letter, and if the position is the same as the Union's, I would also request that this policy be sent to all office in Arkansas. This could be easily accomplished either through the weekly mailing to each Post office.

My intent is simply this. I want all Postmasters to be made aware of the proper use of PMR's and RCA's. This would help to eliminate future complaints and grievances on these issues.

Sincerely,


Dennis Taff

cc.R. Hamlin

TIME CARD COVER SHEET

SUBJECT: POSTMASTER RELIEF GRIEVANCES

GRIEVANCE # PMR 997

OFFICE KENSETT, AR

APPROXIMATE HOURS PER WEEK WORKED IN VIOLATION
OF HANDBOOKS AND MANUALS 18+

23 TOTAL
18 VIOLATION

DATE	TOTALS										CLOCK HOURS	QUAR O T	QUAR TIME	INITIALS
	1	2	3	4	5	6	7	8	9	10				
SCHED	UNOP	OL	SL	AL	OP	NW	OT	QUAR O T	QUAR TIME	INITIALS	QUAR O T	QUAR TIME	INITIALS	
SCHED FRI									07.50			07.50	10.50	
SCHED THU									07.00			07.00	10.75	
SCHED WED									07.00			07.00	10.75	
SCHED TUE									07.00			07.00	16.50	
SCHED MON									06.50			06.50	13.50	
SCHED SUN													NS	
SCHED SAT									06.00			06.00	12.00	
TOTALLED BY											VERIFIED BY		START	

EDM 7503

DATE	TOTALS										CLOCK HOURS	QUAR O T	QUAR TIME	INITIALS
	1	2	3	4	5	6	7	8	9	10				
SCHED	UNOP	OL	SL	AL	OP	NW	OT	QUAR O T	QUAR TIME	INITIALS	QUAR O T	QUAR TIME	INITIALS	
SCHED FRI									12.00			12.00	5.87.60	
SCHED THU									12.00			12.00	8.00.13.00	
SCHED WED									12.00			12.00	8.00.13.00	
SCHED TUE									12.00			12.00	8.00.13.00	
SCHED MON									12.00			12.00	8.00.13.00	
SCHED SUN													NS	
SCHED SAT									12.00			12.00	8.00.13.00	
TOTALLED BY											VERIFIED BY		START	

91 41

TOTALS										
UNOP	OL	SL	AL	OP	NW	OT	QUAR	OT	CLOCK HOURS	DEALLOCATED HOURS
									5/1650	800/350
									1200	1200
									700	700
									5/1650	800/350
									1200	1200
									700	700
									5/1650	800/350
									1200	1200
									700	700
									5/1650	800/350
									1200	1200
									700	700
									5/1650	800/350
									1200	1200
									700	700
TOTALED BY: 52 VERIFIED BY: 51 START:										

TOTALS										
UNOP	OL	SL	AL	OP	NW	OT	QUAR	OT	CLOCK HOURS	DEALLOCATED HOURS
									5/1650	800/350
									1200	1200
									700	700
									5/1650	800/350
									1200	1200
									700	700
									5/1650	800/350
									1200	1200
									700	700
									5/1650	800/350
									1200	1200
									700	700
									5/1650	800/350
									1200	1200
									700	700
TOTALED BY: 52 VERIFIED BY: 51 START:										

AMERICAN POSTAL WORKERS UNION, AFL-CIO

Rec 5-12

Grievant/Union ARKANSAS POSTAL WORKERS UNION/APWU	Nature of Allegation ARTICLE 19, USE OF PMR'S
---------------------------------------------------------	--------------------------------------------------

MARCH 17, 1999

Date of Request

To: LARRY HENSLEY Title: LABOR RELATIONS

From: DENNIS TAFF Title: STATE PRESIDENT

Subject: **REQUEST FOR INFORMATION & DOCUMENTS RELATIVE TO PROCESSING A GRIEVANCE**

We request that the following documents and/or witnesses be made available to us in order to properly identify whether or not a grievance does exist and, if so, their relevancy to the grievance:

1. ACHIVE T&A REPORT-98122 FOR PAY PERIOD 6 WEEKS ONE AND TWO AND PAY PERIOD 7 WEEK ONE, 1999, FOR THE ATTACHED OFFICES
2. _____
3. _____
4. _____
5. _____
6. _____

NOTE: Article 17, Section 3 requires the Employer to provide for review all documents, files, and other records necessary in processing a grievance. Article 31, Section 3 requires that the Employer make available for inspection by the Unions all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement. Under 8a(5) of the National Labor Relations Act it is an Unfair Labor Practice for the Employer to fail to supply relevant information for the purpose of collective bargaining. Grievance processing is an extension of the collective bargaining process.

REQUEST APPROVED

REQUEST DENIED

(date)

(signed)

PLEASE SEND INFORMATION REQUESTED TO P.O. BOX 5808, FT. SMITH, AR 72913
IF YOU HAVE ANY QUESTIONS PLEASE CONTACT ME 501-783-7898 OR 501-474-0469

RECEIVED
37
MAR 19 1999
LABOR RELATIONS
ARKANSAS DISTRICT
30

1661
to Dennis
4-18-99

BROOKLAND, AR, 72417	04-1269
CARAWAY, AR. 72419	04-1566
COTTON PLANT, 72036	04-2097
GOULD, AR. 71643	04-3546
HORATIO, AR. 71842	04-4266
KENSETT, AR. 72082	04-4734
MINERAL SPRINGS, AR. 71851	04-5796
MOUNTAIN PINE, AR. 71956	04-6039
NEWARK, AR. 72562	04-6273
PLAINVIEW, AR. 72857	04-7065
POTTSVILLE, AR. 72858	04-7191
REDFIELD, AR. 72132	04-7416
TYRONZA, AR. 72386	04-8766
WARD, AR. 72176	04-9090

Archive T&A Report - 99071

Finance No.: 04-4266

03/19/99 13:04:01 448726 [REDACTED] G 580L13 52 3600 76 0400
03/19/99 13:05:00 451062 [REDACTED] G 080E15 52 1600 56 2400
03/19/99 13:06:14 L11 L 580 80 004 410 47

Archive T&A Report - 99071

Finance No.: 04-4734

03/19/99 14:13:31 4292308 [REDACTED] G 080E15 52 3100 53 0700 55 1600
03/19/99 14:19:07 4301791 [REDACTED] G 580L13 52 1600 76 2400
03/19/99 14:20:14 L11 L 790 25 001 410 47

Archive T&A Report - 99061

Finance No.: 04-4266

03/05/99 16:52:48 [REDACTED] G 580L13 52 2700 76 1300
03/05/99 16:53:45 [REDACTED] G 080E15 52 3700 55 0300
03/05/99 16:55:24 L11 L 580 80 014 410 47

Archive T&A Report - 99061

Finance No.: 04-4734

03/05/99 16:24:09 [REDACTED] G 080E15 52 3525 53 0175 56 0650
03/05/99 16:25:18 [REDACTED] G 580L13 52 3175 76 0825
03/05/99 16:26:21 L11 L 580 80 021 410 47

2025

Archive T&A Report - 99062

Finance No.: 04-4266

03/13/99	06:25:03	[REDACTED]	G	580L13	52	3400	76	0600	
03/13/99	06:26:03	[REDACTED]	4	G	080E15	52	2200	55	1800
03/13/99	06:27:27	L11	L		580	80	001		999 98
03/13/99	06:28:38	L12	L		580	80	008		410 47

Archive T&A Report - 99062

Finance No.: 04-4734

03/12/99	16:26:51	[REDACTED]	G	080E15	52	4000			
03/12/99	16:27:23	[REDACTED]	G	580L13	52	2275	76	1725	
03/12/99	16:28:22	L11	L		580	80	018		410 47
03/12/99	16:28:46	L12	L		790	25	001		410 47



Arkansas Postal Workers Union, AFL-CIO

Dennis Taff
President
Arkansas Postal Workers Union
P.O. Box 5808
Ft. Smith, AR.
(501) 783-7898 Work
(501) 474-0469 Home

April 12, 1999

Ken Setz

To: Postmaster
Scott Luttrell
Subject: Postmaster Relief/ Replacement (PMR's)

Dear, Mr. Luttrell

This is a follow up letter concerning our step 1 grievance discussion by telephone on 4-6-99 at 1000 concerning the use of a PMR in your office..

The Union discovered a grievance existed thru documents (time cards) that we requested. The time cards reflect that the PMR usually works at least 23 hours per week and approximately 18 of those hours are on days in which you also work. This is a violation of the National Agreement, specifically but not limited to, articles 19 and 7.

We are requesting that the Postmaster only use a PMR as outlined in Section 123.4 of the Administrative Support Manual and 419.141 of the ELM. Also we are requesting that the Postmaster immediately cease and desist from using a PMR to cover the absence of, or to replace, a bargaining unit employee. Also we are asking that the appropriate bargaining unit employees and/or the APWU be made all whole for all hours worked in violation of these handbooks and manuals for the previous 14 days and until such time the violation ceases or the grievance is settled.

You denied the grievance on that date because you stated you need the help and that you did not have the authority to hire a career employee.
Please inform me if you feel that the information in this letter is incorrect.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dennis Taff', is written over a horizontal line.

Dennis Taff

UNITED STATES POSTAL SERVICE
ARKANSAS DISTRICT
LITTLE ROCK, AR 72231-8401

March 2, 1999

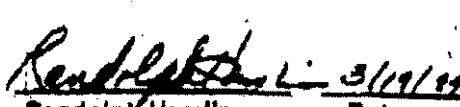
SUBJECT: Pre Arbitration Settlement Agreement-
Case Nos. G94C-4G-C 99021422 Lockesburg; G94C-4G-C 99022131 Altus;
G94C-4G-C 99022128 Bay; G94C-4G-C 99021432 Stephens; G94C-4G-C
99021428 Foreman; G94C-4G-C 99022133 Bull Shoals; G94C-4G-C 99022128
London; G94C-4G-C 99022137 Higdon; G94C-4G-C 99022140 Bigelow;
G94C-4G-C 99022141 Rosebud; G94C-4G-C 99022138 Shirley; G94C-4G-C
99027427 Hermitage; G94C-4G-C 99040354 Yellville

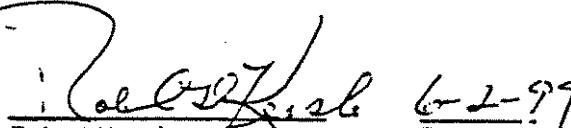
Mr. Robert Kessler
National Business Agent-APWU
1001 E. 101st Terrace Room 390
Kansas City, MO 64131-3368

As a result of pre-arbitration discussions, we have mutually agreed to full settlement of the above-referenced cases as follows:

A review of the hours worked at the above-referenced Post Offices reveals that there is a need for a PTF clerk and that the position of PMR is no longer sufficient to complete the workload at this office. Accordingly, the position of PMR will be abolished. The APWU will be paid for the hours worked by the PMR that were worked concurrently with hours worked in the office by the Postmaster from September 14, 1998 until the hiring of a PTF clerk.

This agreement is non precedent setting and is not to be cited, referenced, or compared by either party in future cases or by anyone for any reason, in any other forum except in cases involving the Grievant. This settlement does not constitute an admission of wrongdoing on the part of either party and is entered into solely for the purposes of settlement.


Randolph Hamlin Date
Manager-Human Resources


Robert Kessler Date
National Business Agent-APWU

cc: Postmaster

POSTMASTER RELIEFS (PMRs)

**INFORMATION TO REQUEST TO
DETERMINE IF A GRIEVANCE EXISTS**

1. Copy of Postmaster's job description (To determine what level the PM is and if a PMR is authorized for the office)
2. Copy of Postmaster Relief's PS Form 50 (To determine if the PMR has a dual assignment as both PMR and Casual)
3. Copy of relevant time cards/clock rings for Postmaster and PMR (To discover if the PM and PMR worked simultaneously or if PMR did work in PMs absence)
4. Copy of relevant time cards/clock rings for affected employees (To show that bargaining unit employees in the office did not work maximum number of hours during the service week[s] in question)
5. Statements from bargaining unit employees (To further prove that PMR performed bargaining unit work and that PM was present on those same days)

ARBITRATION AWARDS

THERE ARE NO ARBITRATION AWARDS, TO THIS DATE, ON THE EXACT ISSUE OF A PMR WORKING IN THEIR "HOME" OFFICE PRIOR TO THE POSTMASTER REPORTING FOR DUTY OR AT THE SAME TIME AS THE POSTMASTER. BUT THERE ARE STEP FOURS THAT ADDRESS THESE ISSUES (PAGES 6 THRU 11 OF THIS BOOKLET)

THERE IS, HOWEVER, A FEW ARBITRATION AWARDS ON A PMR BEING UTILIZED IN AN OFFICE OTHER THAN THEIR OWN. IN ALL OF THESE CASES THE ARBITRATOR AGREED WITH THE UNION THAT IT WAS A VIOLATION IN WHICH THEY UTILIZED THE PMR TO PERFORM BARGAINING UNIT WORK IN ANOTHER OFFICE. SEE CASE # G90C-4G-C 93009839 (ODOM) AND G94C-4G-C98023081 (NEVEU) AND H94C-1H-C 97046292(ODOM)

ALTHOUGH THE ARBITRATOR DID NOT ADDRESS WHETHER OR NOT IT WAS A VIOLATION TO USE A PMR IN ANOTHER OFFICE, THE ARBITRATOR ALLOWED THE UNION TO USE THE HOURS WORKED BY THE "BORROWED" PMR TO HELP MEET THE CRITERIA IN ARTICLE 7.3. FOR A CONVERSION OF A PTF TO FULL-TIME REGULAR. SEE CASE # G98C-4G-C 99294238 (DORSHAW)

THERE ARE ALSO ARBITRATION AWARDS ON GRANTING MONETARY REMEDIES TO THE UNION. SEE CASE # G90C-4G-C 95010403 (PLANT) G94C-1G-C 96068981 (DURHAM) AND G90C-1G-C 95066791(EISENMENGER)

THESE CASES ARE IMPORTANT WHEN GRIEVING THE ISSUE OF A PMR WORKING IN THEIR "HOME" OFFICE PRIOR TO THE POSTMASTER REPORTING FOR DUTY OR AT THE SAME TIME AS THE POSTMASTER. BECAUSE THERE IS NO OTHER BARGAINING UNIT CLERK IN THE OFFICE, IT IS SOMETIMES DIFFICULT TO DETERMINE WHO EXACTLY SHOULD BE PAID FOR THE VIOLATION. THAT IS WHY WE ASK IN OUR REMEDY, ALONG WITH A CEASE AND DESIST ORDER, THAT THE APPROPRIATE BARGAINING UNIT EMPLOYEES AND/OR THE UNION BE PAID AND MADE WHOLE FOR THE VIOLATION. WE THEN COVER ALL BASES ON THE REMEDY.

ARBITRATION AWARDS

ARTICLE 5

PROHIBITION OF UNILATERAL ACTION

The Employer will not take any actions affecting wages, hours and other terms and conditions of employment as defined in Section 8(d) of the National Labor Relations Act which violate the terms of this Agreement or are otherwise inconsistent with its obligations under law.

.....

ARTICLE 8

HOURS OF WORK

.....

Section 5. Overtime Assignments

When needed, overtime work for regular full-time employees shall be scheduled among qualified employees doing similar work in the work location where the employees regularly work in accordance with the following:

.....

G. Full-time 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 twelve (12) hours in a day or sixty (60) hours in a service week. Employees on the "Overtime Desired" list:

1. may be required to work up to twelve (12) hours in a day and sixty (60) hours in a service week (subject to payment of penalty overtime pay set forth in Section 4.D for contravention of Section 5.F); and
 2. excluding December, shall be limited to no more than twelve (12) hours of work in a day and no more than sixty (60) hours of work in a service week.
-

Union Position

516. PMR [Postmaster Relief] Gail Head worked 125.59 hours performing bargaining unit work from December 28, 1992 through January 22, 1993. El Dorado is a Level 22 office. Gail Head was hired as a PMR to work at the Norphlet, Arkansas Post Office which is a Level 13 office. Reading Handbook EL-311, Section 216.71 and the ELM, Section 419.141 together, it is clear that Head is not authorized to relieve the Postmaster other than in Norphlet. But more to the point, Head is not authorized to relieve the Postmaster in El Dorado in order to perform bargaining unit work.

Management's actions cannot be defended under or by the language of Article 1.6.B. of the National Agreement. None of the five items listed in 1.6.A. is applicable, there being no emergency or unforeseen circumstance or combination of circumstances calling for immediate action to a situation not expected to be of a recurring nature. Neither is it a defense that all bargaining unit employees had worked the maximum number of hours allowed. Had Management hired correctly, the bargaining unit would have been able to accomplish the necessary work required to be done. Management created its own dilemma. Understaffing at the El Dorado Post Office was created by Management's failure to hire or transfer personnel as necessary. This failure does not give Management the right to violate the National Agreement. If Management is permitted to create a shortage of personnel, and then use supervisors or Postmasters to do the work necessary to get the mail out, then the entire National Agreement must be rewritten. Management should compensate all of the clerks at the El Dorado office at premium rate for the 125.59 hours that Ms. Head spent doing the work of a clerk.

517. Management admitted that Postmaster O. C. Sanders performed bargaining unit work totalling 704 hours from December 3, 1992 through April 1, 1994, justifying the work with the explanation that, "We are understaffed." Article 1.6.A. lists five exceptions to the prohibition against Management personnel doing bargaining unit work. The understaffing lasted a year. It clearly was not an emergency, and even if it was, it was created by Management. Management should not be allowed to use bad or inadequate management practice as an excuse to violate the National Agreement.

Past practice has been offered as an excuse, but there was no testimony offered at the hearing to support this contention.

The Postmaster should be required to cease doing clerical work and advised not to perform these duties in the future. In addition, all clerks in the El Dorado Post Office should be compensated at a premium rate for the 704 hours that Postmaster Sanders performed bargaining unit work.

3. Whether the Postal Service violated the National Agreement by assigning Postmaster Keith Harder, or allowing him to perform 80 hours of bargaining unit work in the El Dorado, Arkansas Post Office.

DISCUSSION

No testimony was taken at the hearing. The decisions applicable to all of these cases will be based on the advocates' briefs, the materials contained in the joint exhibits, and the following stipulations by the parties:

516

PMR Gail Head worked 125.59 hours performing bargaining unit work at the El Dorado, Arkansas Post Office from 12-28-92 through 1-22-93.

517

Postmaster O. C. Sanders worked 704 hours bargaining unit work at the El Dorado, Arkansas Post Office from 12-3-92 through 4-1-94.

518

Postmaster Keith Harder worked 80 hours performing bargaining unit work at the El Dorado, Arkansas Post Office.

Circumstances Shift Burden to Management to Justify Performing Bargaining Unit Work. The Union's grievances complain that the performance of bargaining unit work by three supervisory personnel violated the National Agreement. Management stipulated that a PMR and two Postmasters performed over 900 hours of bargaining unit work at the El Dorado Post Office beginning in December of 1992. It maintains, however, that the work was authorized by Article 1.6.B. of the National Agreement:

In offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6.A. 1 through 5 above or when the duties are included in the supervisor's position description.

derelict in allowing the understaffing to continue for as long as a year. This argument is double-edged, charging simultaneously that (1) Management was culpable in allowing the situation to continue, and (2) that because of the long duration of the understaffing, the resulting crisis cannot qualify as an "emergency situation," as defined in Article 3.F.:

. . . unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

The relevant questions raised by this definition of an emergency situation are obvious:

- (1) Should Management have known in time to prevent the problem that it would have too much mail to process with the number of non-supervisory employees that would be available?
- (2) Was the critical shortage of personnel one likely to continue or repeat itself?

With no testimony, the grievance packages and the briefs provide the only answers.

Ranked somewhat below hard evidence, but nevertheless useful to fill the factual vacuum, is this statement in the Union's brief (Management did not challenge its accuracy):

The retirements happened in the summer and early fall of 1992, this grievance was filed on January 13, 1993. Management had ample opportunity to hire employees without violating the National Agreement.

From this, I infer that early retirements begun in the summer of 1992 took their toll on the strength of the bargaining unit, and that the reduction in personnel became noticeable in the fall of 1992. This is consistent with the records kept by the Union which tracked work performed by supervisors beginning in early December and continuing for two months, four months, and for more than a year in the respective three cases. Was it foreseeable in the early fall of 1992 that an insufficient supply of bargaining unit employees would require that supervisors be used

no loss, because none of the three supervisors performed bargaining unit work unless and until all of the bargaining unit employees had worked the maximum 60 hours allowed by Article 8.5.G. It is an accepted principle of damages that the award be calculated to put the injured party back in the same position that he would have enjoyed had the wrongful act not occurred. Here the bargaining unit employees suffered no economic loss. A monetary award to them would be inappropriate.

But what about the Union? Has it suffered a compensable damage as a result of Management's breach of the parties' agreement? The answer to this question is, "probably." Had Management brought in the additional employees necessary to get the mail out without the assistance of supervision, it would be possible to construct a scenario that shows monetary damage to the Union. However, this would be largely speculation, and there is no framework before me to construct such a monetary award. Which brings me to the issue of punitive damages.

No Punitive Damages Assessed. Punitive damages are those which are intended to punish a wrongdoer. They are assessed as a penalty to serve as economic lessons to discourage repetition of the wrongful conduct. For a number of reasons, I have concluded that an award of punitive damages is not necessary here. The first is that punitive damages are extraordinary remedies that should be, and are, resorted to only infrequently (many say they are never appropriate in labor arbitrations). The second is the lack of need to punish Management. It seems sufficient that work complained of be stopped. It is true that additional employees should, and likely could, have been brought in (and I have found that the failure to do so violated the National Agreement), but based on the picture presented to me, there is no basis to treat the

REGIONAL ARBITRATION PANEL

In the Matter of Arbitration)
)
 between) Grievant: Class Action
)
United States Postal Service) Post Office: Alexandria LA
)
 and) Case No: G90C-4G-C 95010403
)
American Postal Workers Union)

Before: Patricia S. Plant, Arbitrator

Appearances:

For the Union: James L. Oliver Jr., President New Orleans APWU, AFL-CIO Local

For the Service: Karen McNeely, Labor Relations Specialist

Place of Hearing: 1715 Odom Street, Alexandria, LA 71301-9998

Date of Hearing(s): August 7, 1997

Date of Post Hearing Briefs: n/a

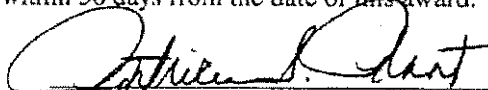
Date of Award: October 16, 1997

Relevant Contract Provisions: National Agreement Article(s) 15, 28, 19

Contract Year: 1990-1994

Type of Grievance: Contract

Award Summary: The Union alleges a posted job, later withdrawn, should be reposted as promised. Management, did not repost the job alleging it to be unauthorized, but gave the assigned administrative duties to a limited duty employee. This Arbitrator finds that the circumstances surrounding the assignment of the administrative duties of the job known as 174 to the limited duty employee cannot stand. This Arbitrator denies the grievance in part and sustains the grievance in part. Mechanization having occurred, the Service will reassign the additional administrative duties as outlined in the job known as 174 back to all supervisors, 204B's, and 713-714 Associate offices. The limited duty employee will no longer work any administrative duties as outlined in the job known as 174. The Service will calculate the total number of hours (regular and other) worked by the limited duty employee from September 16, 1994 through the date of this award. The sum of those hours times the limited duty employee's out of schedule pay rate shall be due and payable to the Alexandria APWU, AFL-CIO Local within 30 days from the date of this award.



Patricia S. Plant, Arbitrator

October 16, 1997

Handbook EL-311, 2/1/89

Section 520 Bargaining-Unit Positions

Section 524 Posting

Section 524.1 General. All vacant craft duty assignments that are not to be reverted must be first posted within the craft for filling in accordance with the applicable collective-bargaining agreement. Bidders must meet all qualification requirements. When posting does not result in successful bidders or applicants, as appropriate, the assignment may be filled by assignment, change to full time, reassignment, promotion, reinstatement, transfer from another federal agency or appointment.

AMERICAN POSTAL WORKERS UNION-AFL-CIO POSITION (UNION):

On August 30, 1994, Management posted a job for a Single Position Letter Sorter Machine (SPLSM). This job included some administrative duties normally a function of a general clerk. On September 14, 1994, Management pulled the posting and on September 15, 1994 canceled the job, assigning the duties to a limited duty employee. These actions are a violation of EL 311 and Article 37.

UNITED STATES POSTAL SERVICE POSITION (SERVICE):

The posting was done similar to other SPLSM postings. The initial intent in posting the SPLSM job with administrative clerk duties was to relieve the Mail Processing Supervisors of these tasks to allow them more time in actually managing the floor. The fact that this was deemed to be an unauthorized position was the primary reasons for the job being pulled from posting. The position was assigned to a limited duty employcc. The position was not awarded but given to a limited duty employee.

DISCUSSION:

The Service at the local management level identified a need it had for a particular type of

process.

The Service has not brought forth argument as to why the assignment to a limited duty employee was correct, except to say it was justified because of new medical restrictions issued the limited duty clerk's physician. The physician described his clinical findings as multiple trigger points and his diagnosis due to injury carpal tunnel/fibromy----- . The limited duty employee can only sit, stand or walk and that must be done alternatingly in 15-30 minute intervals. In an uninitialed notation, the limited duty employee can only do fine manipulation (including keyboarding and reaching above the shoulder) no more than thirty minutes at a time. In an uninitialed notation describing other work requirements, the physician says the limited employee is capable of overtime in that it, "... is not how much he works over a week or in a day but for him to alternate things to do and not be repetitive. The Arbitrator finds some discrepancy with the signatures and dates of the job offer document and the CA-17 Duty Status Report.

Additionally, the additional administrative duties assigned to the limited duty employee in the all tours supervisor office includes work that is repetitive that according to his physician he is only capable of doing 30 minutes at a time. For example, Item number 5 of the these duties calls for the limited duty employee:

Utilize WORDPERFECT AND LOTUS 123 AND OR MICROSOFT WORD AND EXCELL on the ALL TOURS IBM COMPATIBLE COMPUTER. Manufacture signs, banners, and letterhead, etc. via Printship Deluxe computer program. Successful bidder must demonstrate ability to utilize all above IBM compatible software and hardware.

And Item 7:

which Management was reverting other assignments. Management was determining that specific jobs were needed at the same times as it was determining that the continuation of other specific jobs were not operationally justified. In the instant case, Local Management evaluated its operational needs but seemingly did not follow proper procedures within its own internal operation prior to posting the job known as 174. When its strategy failed, Local Management elected another alternative that fails to pass scrutiny.

Arbitrator Norman Bennett (Case No. G90C-1G-C 94035689) states the opinion of Arbitrator R. McAllister Postal Data Center Case #MN 870925C:

Unless there is a vacancy or a newly established duty assignment (which must be first posted for bid), there can be no opportunity for promotion. Taking Management's argument to its logical conclusion, it would allow the conditional posting of promotion opportunities and, at the same time, allow Management to cancel the opportunity for any reason. This is not what Part 524.1 of the P-11 indicates.

Arbitrator Elvis Stephens (Case No. S4C-3W-C 29776) advises that the Postmaster does not have a free hand to implement his own idea of a flexible work force. Arbitrator John C. Fletcher (Case No. C7C-4A-C 20645) faced an element similar to that which exists in the instant case in that the work done by the limited duty employee has not disappeared or at best has diminished little.

Testimony was received that the instant case limited duty employee no longer:

Provides routine information to the public concerning postal rates, mailing information, etc. when no other source of information is available

job. Arbitrator King fell back on contract and breach principles necessitating remedy. He chose to retrospectively recreate the bidding process as it should have been carried out and then determine how long the position would have been held by the Grievant, assuming he was the successful bidder, until the earliest point the Postal Service could have properly complied with the requirements to abolish it.

This Arbitrator believes a fair and equitable remedy is to take the parties back to the point they were at prior to the unauthorized posting: the Union did not have a new general clerk administrative job; the Service through its Local Management and the All Tours Supervisors' Office to include all supervisors and mail processing supervisors, 204B's, 713-714 Associate Offices, were performing the additional administrative duties as outlined in the job known as 174. The other portion of the remedy shall address the improper assignment of the additional administrative duties of the All Tours Supervisor Office as outlined in the job known as 174 to the limited duty employee.

AWARD:

The grievance is denied in part and sustained in part. The Service will reassign all the additional administrative duties, now performed by the limited duty employee as outlined in the job known as 174, back to all supervisors and mail processing supervisors, 204B's, 713-714 Associate offices as known as the All Tours Supervisors' Office. The limited duty employee will no longer work any administrative duties as outlined in the job known as 174 in the All Tours Supervisors' Office. The Service will calculate the total number of hours (regular and any other hours) worked by the limited duty employee known as James P. Ussery III. Those hours times the limited duty employee's out of schedule pay rate for each hour worked for the period(to

Regular Arbitration Panel

In the Matter at Arbitration) Grievant: Class Action
 between the))
United States Postal Service) Post Office: Houston, TX
 and the))
American Postal Workers Union) Case No: G94C-1G-C96068981

Before: Arbitrator Kathryn "Katie" Durham, J.D.

Appearances:

 For the Postal Service: Larry Leehans

 For the Union: Frankie Sanders

Place of Hearing: Houston, TX MASS ARBITRATION WEEK

Date of Hearing: September 18, 1997

Date of Award: November 10, 1997

Relevant Contract Provisions: Art 15.2 Step1(a), EL401, LMOU 22B&D

Contract Year: 1994-1998

Type of Grievance: Contract Interpretation-Detail

Award Summary

Based on the violation of Houston LMOU Item 22, the grievance is sustained. The Union shall be the receipt of back pay for overtime associated with the detail assignment performed by Clerk Carr dating from the inception of the detail of Clerk Carr.

Katie Durham

Arbitrator Kathryn "Katie" Durham, J.D.

since 1-21-95, and management has allowed her to change her reporting time more than once, to accommodate the needs of the administrative support which is under the supervision of SDO Jo---.

2) This change was done without the benefit of a revised schedule.

3) This change was done without the payment of overtime.

CORRECTIVE ACTION REQUESTED Post a full-time position (bid) for the Clerk Craft, on T-1, for the Administrative Support Office, and pay Clerk S. Carr, ... Out of Schedule premium at the overtime rate for all hours worked beyond her end tour, on clock rings, to 07:25. Then pay Clerk Carr at the OT rate for all hours worked prior to 23:92 from 8-05-95 until grievance has ended, and pay her adm. leave for all hours worked beyond her ET, on clock rings, to 8:42 until grievance has ended.

The Union has grieved this situation because it contends that employees other than Clerk Carr were entitled to the work performed by her. Management did not dispute this contention. Had the Union been offered a change of schedule notice per the LMOU, it would have had notice, hence, the opportunity to challenge Carr's detail in January of 1995. Arguably, then, at that time, the desirable work in administrative support would have gone to the contractually appropriate employee.

Clerk Carr received a benefit from the detail and chose not to challenge management's actions. The Union alleges that it did not become aware of the detail until April of 1996 shortly before it filed this grievance.

The Union noted that had the contractually correct individual been offered the detail, the Union would have waived any

accordance with applicable regulation, agreement and/or policy. The Union shall apply this payment directly to expenses associated with the processing of class action grievances.

The parties were also in dispute as to the date from which any overtime pay would begin to accrue. Management argued that no payment is appropriate for time before 14 days prior to the date the grievance was initiated. The Union argued that the clock should start running, for the purpose of calculating a remedy, from the date of the management's violation of the rules. Cites were mailed to the Arbitrator on this point. The cited awards did not provide a clear answer. For example, management presented an award by the former Arbitrator Marlatt who noted that the position that "the remedy should not cover any period of time more than 14 days prior to the date of the filing...has been sustained by arbitrators in numerous cases." However, Marlatt goes on to find to the contrary in the case he was considering. Marlatt opined:

I believe it should be equitable to allow him out-of-schedule pay beginning on October 3, 1988, the date that the Postal Service conceded that it had made a mistake ...

This remedy resulted in payment for time more than 14 days before the grievance was filed.

Another case cited by management where the 14 day cutoff was employed is distinguishable from the case at hand. The critical point in that case was that the Arbitrator found that the Union had "sat on its rights to file a grievance" and thus payment for time beyond 14 days was not appropriate.

The third case cited by management gave no real rationale for concluding that remedy beyond the 14 days was inappropriate. The issue was resolved in one sentence: "However, since the contract does provide for filing within 14 days of date of occurrence or date of first reasonable knowledge, I find that any remedy cannot

SOUTHERN REGULAR ARBITRATION PANEL

In the Matter of Arbitration)	
)	
between)	Grievant: Class Action
)	
United States Postal Service)	Post Office: MPO Dallas, TX
)	
and)	Case No. G90C-1G-C 95066791
)	
American Postal Workers Union,)	APWU No. 68268
AFL-CIO)	

Before Arbitrator Kathy L. Eisenmenger

For the Postal Service:	Arthur Tovar, Labor Relations Specialist
For the Union:	Peter O. Vogel, National Business Agent
Place of Hearing:	800 W. Airport Frwy, Suite 1031, Irving, TX
Date of Hearing:	August 11, 1998
Date of Award:	August 24, 1998
Relevant Contract Provisions:	Articles 8, 12, 19 and 37; EL-401 Handbook, ELM 434.622
Contract Year:	1994-1998
Type of Grievance:	Out-of-Schedule Premium Pay
Award:	The grievance is sustained.

AWARD SUMMARY

Management violated the National Agreement and Postal Service regulations incorporated in the Agreement when it improperly detailed Ms. C. Young out-of-schedule to the detriment of her counterparts in the bargaining unit. The Union will received a back pay award equivalent to the out-of-schedule premium pay Ms. Young would have received had she been a party to this grievance.

* * * *

B. Overtime shall be paid to employees for work performed only after eight (8) hours on duty in any one service day or forty (40) hours in any one service week. Nothing in this Section shall be construed by the parties or any reviewing authority to deny the payment of overtime to employees for time worked outside of their regularly scheduled work week at the request of the Employer.

ARTICLE 19 HANDBOOKS AND MANUALS

Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable. This includes, but is not limited to, the Postal Service Manual and the F-21, Timekeeper's Instructions.

ARTICLE 37 CLERK CRAFT

* * * *

Section 3. Posting, Bidding, and Application

A. Newly established and vacant Clerk Craft duty assignments shall be posted as follows:

1. All newly established Clerk Craft duty assignments shall be posted to craft employees eligible to bid within 28 days. All vacant duty assignments, except those positions excluded by the provisions of Article 1, Section 2, shall be posted within 28 days unless such vacant duty assignments are reverted.
 - a. Full-time duty assignments.
 - (1) Newly established full-time duty assignments are posted to full-time employees eligible to bid and to currently qualified part-time regular employees eligible to bid who were previously full-time employees in the Clerk Craft in the same installation. [. . .].

3. Noncompliance with the Notification Requirement. If notice of a temporary schedule change is *not* given to the employee by Wednesday of the preceding service week, the employee is entitled to work his regular schedule. Therefore, any hours worked in addition to the employee's regular schedule are not worked "instead of" his regular schedule. Such additional hours worked are not considered as "out-of-schedule premium" hours. Instead, they are paid as overtime hours worked in excess of 8 hours per service day or 40 hours per service week.

* * * *

4. Exceptions--Out-Of-Schedule Premium

* * * *

b. Request of Employee. Bargaining unit employees do not receive out-of-schedule premium pay when they request a schedule change for personal reasons. (Reference: ELM 434.621.i). The employee may request such schedule change by preparing and signing a Form 3189, *Request for Temporary Schedule Change for Personal Convenience*. **Such form must also be signed by the employee's union steward and by his supervisor, before it will be honored.** [. . .].

(Emphasis provided).

* * * *

e. Non-Scheduled Days. Bargaining unit employees never receive out-of-schedule premium pay on the *non-scheduled days* of their regular schedule. This is because they do not have a regular schedule on a non-schedule day. An employee receives postal overtime for working on non-scheduled days.

8. Out-of-Schedule References. The regulations and procedures for out-of-schedule premium can be found in *ELM 434.6*; Handbook F-21, *Time and Attendance* The National Agreement contractual requirements are contained in Article 8, Section 4, and the Memorandum of Understanding, dated March 1975. [. . .].

ELM 434.622

Eligible employees are not entitled to out-of-schedule premium under the following conditions:

* * * *

the Union and not to Ms. Young. The Union contends that Ms. Young should not be awarded monetary compensation inasmuch as she colluded with management to violate the National Agreement. Additionally, the Union emphasizes that a pecuniary remedy should be awarded or the grievance process becomes ineffective to gain management's compliance with the National Agreement. The Union submits two arbitral awards dealing with similar issues where the arbitrators granted monetary remedies to the Union.²

Postal Service's Position

The Postal Service states that it does not dispute that Ms. Young was detailed to a tour other than her assigned bid job. The Postal Service claims that fashioning a remedy is frustrated because the record does not contain clear time frames of Ms. Young's detail from her bid position. The Postal Service also claims that it is not clear from the record if there was a change in Ms. Young's schedule. The Postal Service notes that the Union assumes many of the facts without providing documentation to support its factual allegations.

The Postal Service concedes that an employee is required to submit a schedule change. It notes that there is no documentation in the record to show this. The Postal Service emphasizes that the record only shows that Ms. Young's days off were changed in March 1995 and that she was on Tour I at that time. There is no other proof in the record that Ms. Young's detail extended until May 1995, as the Union contends.

The Postal Service argues that because there is insufficient evidence to support either parties' positions in this matter, particularly with regard to a monetary remedy, the grievance should be denied and no remedial relief awarded. The Union has the burden of proof to show a violation of the National Agreement. Mere allegations are not sufficient to show a violation.

ANALYSIS

²Arbitration Award of Patricia S. Plant, Case No. G90C-4G-C 95010403 (October 16, 1997), and Arbitration Award of Kathryn "Katie" Durham, J.D., Case N. G94C-1G-C 96068981 (November 10, 1997).

for her skills in that compilation of duties.

Pursuant to its own regulations, the Postal Service requires that if an employee requests a schedule change to the extent of Ms. Young's, a formal request is necessary. Before the schedule change can be validly effected, the employee's request must be reviewed by the Union. A Union representative must sign the request form **before the request can be honored**. In true chutzpah, management argued that the Union could not prove an invalid request from the employee because it never produced any documentation to show this. Although the Union did ask for the relevant form to be produced, management never fulfilled that request. It also failed to provide the necessary documents to show how long Ms. Young remained in the out-of-schedule situation. Not until the arbitration hearing did management finally declare that the Change of Schedule, PS Form 3189, was "absent" from this evidentiary record. Even then, management apparently refused to acknowledge the obvious, of which I make the compelling inference - there never was a form 3189 completed when management accommodated Ms. Young's schedule change to a new set of duties because they met the needs of management as well.

In cases alleging violations of the National Agreement, the Union bears the burden of proof. However, the Union's burden of production may be reduced to one of persuasion where, as here, the documents necessary to prove up its case are in the sole possession of the opposing party. The Union must show that it asked for the pertinent documentation and that the documentation was denied by the Postal Service. At this junction, the burden of proof shifts to management to explain, qualify, clarify or refute the assertion. The reasons for this is that management is the party with the control over the evidence regarding the issue. The Union cannot be held or expected to bear the burden of proof where it does not have control of the necessary proofs. Here, the grievance papers show that the Union not only asked for the proper schedule change (and other information about Ms. Young's assignment) but discussed it at length in its grievance processing. Management made no response to fulfill this request or to explain, qualify or clarify or deny it. In fact, management merely alludes that a proper schedule change was never accomplished because it was basically a deal between it and the employee.

Via Article 19, the Postal Service's regulations concerning scheduling and pay for employees are incorporated into the National Agreement. The Handbook EL-401 (see above)

for the violation. Such an action would require having management post Ms. Young's detail assignment for bid as it should have done initially. However, this violation occurred over three years ago and consisted of a temporary assignment lasting some three or four months. The likelihood that a reasonable reconstruction could be accomplished at this time is remote. Nevertheless, the violation is serious. Management's deliberate circumvention of the proper manner of changing an employee's duties and schedule erodes the efficacy of the National Agreement's status as the authority for employee's terms of working conditions. Inasmuch as a non-monetary remedy is not feasible at this point, a monetary remedy granted to the Union as the enforcer of the National Agreement is appropriate.

Because Ms. Young was improperly detailed out-of-schedule to the detriment of her counterparts in the bargaining unit, the Union will receive a back pay award equivalent to the out-of-schedule premium pay Ms. Young would have received had she been a party to this grievance.

Date: August 24, 1998


Kathy L. Eisenmenger

REGULAR ARBITRATION PANEL

In the Matter of Arbitration between)
UNITED STATES POSTAL SERVICE)
and)
AMERICAN POSTAL WORKERS UNION)
AFL-CIO)
BEFORE: Debra Simmons Neveu, Arbitrator

GRIEVANT: A. Nuzzi
POST OFFICE: Whitewright, TX
USPS Case No: G94C-4G-C98023081
APWU Case No: TPWU-66

APPEARANCES:

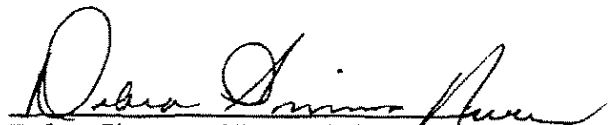
For the U. S. Postal Service:
Jeffrey Claye, Labor Relations Specialist

For the Union:
Frankie Sanders, National Business Agent

Place of Hearing: Whitewright, Texas
Date of Hearing: March 21, 2000
Date Record Closed: March 24, 2000
Date of Award: May 30, 2000
Relevant Contract Provisions: 1, 7, 15
Contract Year: 1994-1998
Type of Grievance: Contract

Award Summary

The grievance is sustained. Based on the evidence in the record, the Arbitrator finds that the grievance is arbitrable, and that the Postal Service violated the National Agreement when it assigned two RCAs and a PMR to perform clerk work at the Whitewright Post Office. Postal Service shall cease and desist from assigning RCAs and PMRs to perform clerk craft duties at the Whitewright Post Office in violation of the National Agreement. The Grievant shall be made whole.


Debra Simmons Neveu, Arbitrator

Position of the Union

The Union filed a grievance contending that the use of the RCAs and PMR to perform clerk craft duties violated Articles 1.2, 7, 37 and 19 of the National Agreement. The Union contends that the Postal Service violated the National Agreement when it used RCAs who were not dually appointed to perform clerk work as the Postal Service. As a remedy, the Union requested on the Step 2 Grievance Appeal Form, that:

PTF Nuzzi be compensated for all hours that carriers and reliefs perform clerk craft duties, including the overtime rate if applicable for 9/22/97 until resolution.
Management cease and desist utilizing carriers and reliefs from performing clerk craft work.

At the hearing, the Union argued that because the Grievant has been promoted to the position of Postmaster it would be remiss to provide a remedy to the Postmaster, and argues that the Arbitrator has the authority to fashion an appropriate remedy to award monetary relief to the Union.

Position of the Postal Service

The Postal Service argued at Step 2 and Step 3 of the grievance process that the grievance is procedurally defective because no Step 1 meeting was held.

The Postal Service admits that it violated the National Agreement by using RCA's who were not dually appointed to perform clerk duties. The Postal Service also argues, however, that the use of the PMR to perform clerk work did not violate the National Agreement because the performance of clerk duties is included in the Postmaster job description. The Postal Service sees the issue before the arbitrator as one of determining the appropriate remedy rather than determining whether the Postal Service violated the collective bargaining agreement.

With respect to remedy, the Postal Service argues that because the work performed by the Grievant, the RCAs and the PMR were scheduled simultaneously, the Grievant would have been unable to perform the work assigned to the PMR and RCA. Therefore, the Postal Service argues, the Grievant is not entitled to a monetary reward based on the hours worked by the RCAs and the PMR. The Postal Service further argues that it is inappropriate for the arbitrator to provide an award to the Union.

Nothing in Article 15.2 that requires that the Step 1 meeting take follow a specific format. Article 15 does not prohibit the Parties from conducting the Step 1 meeting by telephone. Because there was no testimony in this hearing, the Arbitrator must determine whether Management had met its burden of proving that the grievance is procedurally defective on the basis of the statements quoted above. From these statements, it is apparent that management concedes that a telephone discussion on the dispute took place between the Union steward and the OIC, but that the OIC did not consider the discussion a “proper” grievance because the call was never identified as a grievance or as a Step 1 meeting. The Union disputed that the OIC was unaware of the Step 1 meeting, stating that she sheduled and rescheduled the meeting. Based on the limited information in the record, the Arbitrator finds that Management did not meet its burden of proving that the grievance is procedurally defective. The grievance is arbitrable.

Merits

The Postal Service admits that the use of RCAs to perform clerk duties was in violation of the National Agreement. The Postal argues, however, that it did not violate the Agreement when it utilized a PMR to perform clerk duties because those duties are in the postmaster job description. In the Step 2 denial, Step2 designee wrote the following contention of management:

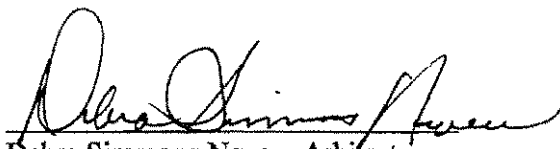
1.... The Postmaster Relief (PMR) is authorized by Article 19 and Article 1 Section 6, B, to perform such work when she needed to do so. The PMR does not work at the Whitewright office on a daily basis. She has other assignments in other offices.

It is not disputed that the PMR performed clerk work at the Whitewright office. The record reflects that the PMR worked at Whitewright 3 hours per day for 4 days during Pay Period 22 and that she worked 4 hours in one day during Pay Period 20. (JX-2, page 27) Thus, the Union has established the elements of a prima facie case of an Article 1.6 violation --that the Postal Service performed bargaining unit work in contravention of the general prohibition against supervisors performing bargaining unit work in Article 1.6 of the National Agreement. The burden now shifts to the Postal Service to establish that the contested activities of the Postmaster and supervisors fall within one or more of the exceptions set forth in Section 1.6 of the Agreement. The Postal Service argues that the PMR performed craft duties under the exception set forth in Article 1.6B, which allows supervisors to perform bargaining unit work in offices with less than 100 bargaining unit employees “when the duties are included in the

conclusively establishes that the grievance was filed to specifically address the economic loss of the Grievant, Anthony Nuzzi. Mr. Nuzzi is designated as the aggrieved party. Neither the Union nor other members of the clerk craft are so designated. Also, because the Union is representing the Grievant in his former status as a clerk, it is irrelevant that due to the passage of time between the filing of the grievance and the arbitration hearing that the Grievant has been promoted to Postmaster. The Arbitrator notes that this result is supported by the awards submitted by the Postal Service to the effect that Article 15.2 prohibits the Parties from changing the Grievance or the remedy at the arbitration hearing. See, e.g., Case no. S1N-3P-C-14113 provided by the Postal Service.

Award

The grievance is sustained. The Postal Service shall cease and desist from assigning RCAs and PMRs to perform clerk craft duties at the Whitewright Post Office in violation of the National Agreement. The Grievant shall be made whole, and shall be compensated for any economic loss. The Grievant is awarded back pay for all hours worked by the RCAs and the PMRs in violation of the National Agreement, less any hours that he worked a job assignment simultaneously with the RCA and the PMR. Because the specific hours and dates for calculation of the remedy was not provided in the record, the Arbitrator shall retain jurisdiction over this dispute for 60 days from the date the award the purposes of implementation of the remedy.


Debra Simmons Neveu, Arbitrator
May 30, 2000
New Orleans, Louisiana

REGULAR ARBITRATION PANEL

In the Matter of the Arbitration)
)
between)
)
UNITED STATES POSTAL SERVICE)
)
and)
)
AMERICAN POSTAL WORKERS UNION)
AFL-CIO)

GRIEVANT: Class Action
POST OFFICE: Jackson, MS
CASE NO: H94C-1H-C 97046292
UNION NO: C00397

BEFORE: James J. Odom, Jr., ARBITRATOR

APPEARANCES:

For the U. S. Postal Service: Ms. Catherine Walters
Labor Relations Specialist

For the Union: Mr. Mike Morris - National Business Agent

PLACE OF HEARING: Main Post Office - Jackson, Mississippi

DATE OF HEARING: December 10, 1999

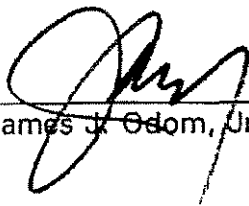
DATE OF AWARD: December 30, 1999

RELEVANT CONTRACT PROVISIONS: Article 7.1, ELM Part 419.141

CONTRACT YEAR: 1994-1998

TYPE OF GRIEVANCE: Contract

AWARD SUMMARY: The Postal Service improperly used PMR to perform 64 hours of work tabulating results of rural mail count in the District Office. Because unauthorized utilization of PMR resulted in avoidance of impact of language of Article 7.1 setting percentage cap on use of supplemental employees, the Service is directed to cease and desist utilizing PMR in manner not authorized by ELM 419.141.


James J. Odom, Jr., Arbitrator

have happened, the work could have been assigned on an overtime basis to the Clerks in the Jackson, Mississippi Post Office.

It is the position of the Union that when the Service rejected the authorized alternatives, and instead chose to have the work performed by a PMR, a violation of Part 419.141 of the ELM resulted. Part 419.141 specifies and limits how PMRs are to be utilized: "A PMR is a noncareer hourly rate employee who performs as a relief or leave replacement during the absence of a Postmaster in an EAS-15 or below Post Office." Moreover, Question 19 of the parties' Questions and Answers states that PMRs cannot be utilized outside the office for which they were hired:

When and how can PMLRs/PMRs (Postmaster Leave Replacements) be utilized?

Response: Only in the absence of the postmaster in the office for which they were hired.

Source: Area level agreement of the parties.

It is the Union's position that the Service's assignment of a PMR to a prohibited job assignment improperly avoided the impact of the language of Article 7 that imposes a limit on the supplemental workforce.

Management's Position. From the outset, Management has taken the position that the Union has no standing to grieve its decision to use non-bargaining unit personnel to perform non-bargaining unit work. Management insists that in order for the Union to prevail, it must prove that Ms. Pettigrew was used to perform bargaining unit work. It points out that assisting with rural mail count tabulation is listed under the duties and responsibilities of a Customer Services Analyst (EAS-16). Management notes also that it used a half-dozen postmasters to assist in the route tabulation with no objection whatsoever from the Union. This acquiescence, it says, is proof that the Union did not consider the disputed work to be that of the bargaining unit.

The Service concedes that it could have used a Clerk to do the work, but it adamantly maintains that it had no obligation to do so. While admitting that using a

sent to perform non-bargaining unit work, the Postal Service's advocate made the plausible argument that the work in question would have to be that of the Clerk Craft before the Union would have the required degree of interest. In other words, phrased colloquially, the Union had no dog in this fight.

Management's insistence that the Union demonstrate that it had standing to raise the issue of the misuse of PMR Pettigrew by establishing an interest in the work that she performed seems entirely appropriate. I have in mind the 64 hours of overtime that the Union's grievance asks be awarded to APWU's Clerks as recompense for lost job opportunities. The Service of course contends that any interest that the APWU has in the work is speculative.

The Union doesn't contend that the Clerks have exclusive jurisdiction over the work. This was an easy admission because the work doesn't come close. If there is a link between the Clerk Craft and the work, the connection is tenuous. It is true that the work *is* similar to that customarily performed by the Clerks and that Clerks have filled in on one or more occasions. It need not be said, however, that a single, or even a few occasions of performing a once-a-year job (even of 64 hours' duration) does not even begin to establish a proprietary interest in the job. The interest of the APWU in the work is potential at best and will not, by itself, provide standing.

Is there standing for the APWU to be found in the Service's violation of the ELM, Part 419.141? The APWU does not have general police authority to prosecute every violation of the National Agreement or the ELM. On the other hand, the Union does have a legitimate interest in preserving the integrity of Article 7.1.B. This is the needed link to the work. In my view, by assigning work that potentially is available to the Clerk Craft to a PMR who is prohibited, or at least not authorized to perform the work, where the argument results in the person who does the work not being counted towards the supplemental work force cap, the Service has established the necessary nexus between its action and the interest of the APWU. I conclude therefore that the Union has standing to grieve the violation.

REGULAR REGIONAL ARBITRATION PANEL

In the Matter of the Arbitration	(Grievant: Class Action
between)	Post Office: Cameron, LA
UNITED STATES POSTAL SERVICE	(USPS Case No. G98C-4G-C 99294238
and)	
AMERICAN POSTAL WORKERS	(APWU Case No. CAM0499
UNION, AFL-CIO)	

BEFORE: Stephen A. Dorshaw, Arbitrator

APPEARANCES:

For the U. S. Postal Service:	Larry Hamilton
For the Union:	Sam Lisenbe
Place of Hearing:	921 Moss Street, Lake Charles, Louisiana
Date of Hearing:	September 20, 2000
Date of Award:	October 11, 2000
Relevant Contract Provision:	Article 7, Sections 3.B and 3.C
Contract Year:	1999
Type of Grievance:	Class Action

Award Summary:

The Employer violated the National Agreement when it failed to convert one part-time flexible position to a full-time regular position. The remedy is that the senior Part-Time Flexible shall be converted to a Full-Time Regular position, and there is no monetary award resulting from the conversion, unless the Postal Service shall fail to carry out this award in a reasonably timely manner.

Accordingly, the grievance is sustained.


Stephen A. Dorshaw, Arbitrator

to a full-time regular clerk position at the Cameron, Louisiana, Post Office, and if so, what shall be the appropriate remedy.

III. Burden of Proof

The Union has the burden of proof of proving by a preponderance of the evidence that the actions of Management of which they complain, constitute a violation of one or more provisions of the National Collective Bargaining Agreement.

IV. Statement of the Case

This grievance alleges that Management violated the National Collective Bargaining Agreement when they failed to convert a part-time flexible (PTF) position to a full-time regular (FTR) position, working eight hours within ten, the same five days per week, at the Cameron, Louisiana, Post Office. The corrective action requested is that the senior part-time flexible clerk be converted to full-time regular and placed in the new position. The grievance was denied at Step 3 on the grounds that the evidence presented by the Union did not indicate that a FTR position was warranted, and therefore, there was no violation of the National Agreement, resulting in the referral of this matter to arbitration for final and binding resolution.

V. Background

During 1999, Local Union President and Chief Steward Eugene Nichols, notified the Postmaster of the Cameron, Louisiana, Post Office, Dorothy Theriot, of the need to convert one of the two PTF positions into a FTR position. Mr. Nichols asked to have the job posted as a full-time regular position. Ms. Theriot considered Mr. Nichols' request but decided to deny the request for a full-time regular position because two PTF positions provided greater flexibility in staffing during the busiest hours of the work day in a small Post Office such as that located at Cameron, Louisiana, a town of 8,000 population..

Management's Step 2 designee denied the grievance on the ground that Article 7.3.C requirements for the conversion of the position were not met. The Step 3 response denied the grievance on the ground that the Postmaster has the right to perform bargaining unit work pursuant to Article 1.6.B, which is not counted toward Article 7 requirements for conversion of a PTF position to a FTR position.

Prior to the grievance being filed, the clerk complement at the Cameron Post Office consisted of 2 PTFs (Harmon and Peshoff), one rural carrier association (Alexander), the Postmaster (Theriot), the Postmaster relief from Grand Chenier (Nichols), the Postmaster relief from Creole (Nunez), and a PTF "borrowed" from Crowley (Theriot).

VI. The Union's Position

The Union contends that Management of the Cameron, Louisiana, Post Office is violating Article 7.3.B of the Collective Bargaining Agreement. The Union alleges that it has demonstrated

the flexibility to meet the needs of the service, and at the same time maintain efficiency. The Cameron Office is geographically isolated from other Post Offices, so it will therefore be difficult to borrow clerks from other offices to provide the required service needs.

VIII. Discussion and Findings

The Union called Eugene Nichols, Local Union President and Chief Steward, who testified that the Management of the Cameron, Louisiana, Post Office has violated the National Agreement (Article 7.3.B) by failing to convert one part-time flexible clerk position to full-time regular position.

Mr. Nichols testified that the Cameron, Louisiana, Post Office employs two part-time flexible clerks, Ms. Harmon and Ms. Peshoff, and at times borrows Clerk Ms. Christine Theriot from Crowley, Louisiana. Management also utilizes a rural carrier associate, Delilah Alexander, Postmaster Relief, Linda Ballard from Grand Chenier, Louisiana, and Postmaster Relief, Rosalie Nunez, from Creole, Louisiana, to perform clerk craft work. the Postmaster also performs an average of six hours of bargaining unit work per day.

Mr. Nichols testified that Clerk Harmon averages 33.93 hours a week and Clerk Peshoff averages 30.00 hours a week performing clerk craft duties, and that the two clerks also average between 9.5 and 10 hours a week at higher level (Postmaster Relief), which also entails clerk craft duties. The Rural Carrier Associate, Delilah Alexander, is also performing clerk craft duties (boxing mail, distribution of mail) without a dual appointment, an average of 27 hours a week.

Mr. Nichols further testified that Management of the Cameron Post Office also utilizes both PMRs to perform clerk craft duties when the Postmaster is in and working with the PTF clerks. The PMRs worked over 1,314 hours in the clerk craft from pay period 98-8-2 through 99-14-1, according to Mr. Nichols.

Mr. Nichols also testified that the Cameron Post Office used 2,317 clerk hours between pay period 98-26-1 through 99-11-2, a six-month period. These hours are made up of PTF, RCA and PMR hours recorded in the Clerk Craft for these pay periods, as reflected in the exhibits submitted to the Arbitrator in JX-2. Mr. Nichols was of the opinion that the combined work hours for a 6-month period for 1 FTR equals 1,040 hours. He said that if 1 full-time position working 40 hours a week for 6 months (1,040 hours) is subtracted from the sum of 2,317 hours that were worked, 1,277 hours would still remain in the 6-month period to be worked by the other PTF clerk.


These are both worthy but competing interests — that of Management to exercise its discretion to control the number and type of authorized duty assignments at a facility; and that of the Union to maximize the number of full-time positions and the number of hours of work provided to its members.

In seeking the appropriate reconciliation of these competing interests of Management and Labor, consideration must first be given to Article 3, which recognizes the inherent right of

FTR position, and there is no monetary award resulting from the conversion, unless the Postal Service shall fail to carry out this award in a reasonably timely manner. Accordingly, the grievance is sustained.

It is so Ordered.

Date of Award: October 11, 2000



Stephen A. Dorshaw, Arbitrator