

Part-Time Regulars (PTR's)

Created By: Bob Bloomer, Marie Robbins, Pat Davis-Weeks

PTR TRAINING MANUAL

- UFPC L/M Bulletin 11/2/67
- Postal Bulletin 11/11/71
- Regional Instruction 711.1-2
- Collective Bargaining Report 11/5/71
- Collective Bargaining Report 9/10/79
- Memorandum of Interpretation 11/27/71
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- Memorandum of Understanding 5/15/85
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- Memorandum of Understanding 9/22/88
- National Settlement – PTR Work Hours 9/22/88
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- Interpretive Review – Moving PTR's
- Correspondence – PTR Schedules 3/16/94
- Correspondence – PTR Schedules 3/17/94
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- PTR Frequently Asked Questions
- Article 37 Questions & Answers (1994 NA)
- USPS Memo – PTR Scheduling 3/13/95

- **Step 3's:**
 - Full Time Conversions
 - Residual Vacancies
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- Article 8.3 Clarification

- **Arbitration Awards:**
 - E8T-2F-C6605, Mittenthal
 - E1C-2M-C704, Zumas

- Correspondence / Step 4 - Over Guarantee
- USPS Memo – CSBCS Staffing 1/19/96
- ELM 12, May 1989 – Section 311.32



U. F. P. C.

DON E. DORN, Executive Vice President
Chairman, Chief Spokesman-Negotiator

HENRY T. ANGLIM, Administrative Vice President
FRANCIS S. FILBEY, Administrative Aide
EMMET ANDREWS, Executive Aide

National Exclusive Organization For Clerks

DATE 2/67

NUMBER

NATIONAL LABOR-MANAGEMENT COMMITTEE
NATIONAL NEGOTIATION COMMITTEE
NATIONAL MECHANIZATION COMMITTEE
NATIONAL SCHEME COMMITTEE

Report • Digest • Interpretations

L A B O R - M A N A G E M E N T B U L L E T I N

HOURLY RATE REGULARS A THREAT

Postal clerks and other craft employees throughout the entire United States have once again been forced to face up to a crisis because of policy and instructions developed by the Post Office Department regarding its Hourly Rate Regular program.

The Post Office Department has issued specific instructions to its Regional Directors, who, in turn, have re-submitted some of this information to individual installations in their respective jurisdictions.

The United Federation of Postal Clerks, the National Exclusive Organization representing all postal clerks, will continue to take firm and aggressive action to protect the duty assignments (basic work weeks and work schedules), rights, benefits and earnings opportunities of all Career Annual Rate Regular and Career Substitute clerks.

In addition to vigorous continuing protests to the Department about the program, the Federation has thrown its nation-wide organization into the fight to provide first hand information to help it respond to the Department's "union busting" maneuver. Your national Labor-Management Committee developed a questionnaire which has just been sent to all Locals receiving this bulletin to acquire accurate and unbiased information reflecting the true operation in actual field trials of the new program.

A specific purpose of your Labor-Management Committee in acquiring such information is to insure that implementation of the Hourly Rate Regular program will be in strict compliance with Departmental policy and not be a device used by local management to interfere with established rights and benefits of Career Annual Rate Regular and Career Substitute clerks.

Further, the questionnaire was specifically designed to obtain vital field information which can be used by your national Labor-Management Committee for negotiation purposes. This is necessary because, according to the provisions of Executive Order 10988, the Federation must represent Hourly Rate Regulars, who are considered to be within the clerk craft's jurisdiction.

The Federation firmly believes that the Hourly Rate Regular program requires continuing observation and surveillance. Hourly Rate Regular has different connotations and implications than the Student, Seasonal Assistant and other classifications of temporary duration. The Hourly Rate Regular position is a permanent position that may seriously jeopardize the duty assignments, rights, benefits and earnings opportunities of Career Annual Rate Regular and Career Substitute clerks.

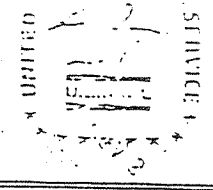
WHAT NEXT ????

THE DEPARTMENT HAS AMENDED ITS "CURRENT SALARY SCHEDULES" TO REFLECT "SCHEDULE FOR HOURLY RATE REGULAR EMPLOYEES", WHICH PRESENTS A SCHEDULE FOR LEVELS 1 THROUGH 8.

THIS IS CONFUSING TO US! THE DEPARTMENT, IN ITS REGIONAL INSTRUCTIONS, STATED THAT HOURLY RATE REGULARS WERE TO BE MADE IN THE CLERK, MAIL HANDLER, CARRIER AND MOTOR VEHICLE CRAFTS. "CRAFTS" MEANS THE SEVEN ORGANIZATIONS PARTY TO THE NATIONAL AGREEMENT.

WHAT POSITIONS, THEN, ABOVE LEVEL 4 ARE TO HAVE HOURLY RATE REGULARS? WHERE ARE THEY TO BE LOCATED? WHY HAVE THESE HIGHER LEVELS BEEN INCLUDED?

A REPRINTING OF THE DEPARTMENT-ISSUED "SCHEDULE FOR HOURLY RATE REGULAR EMPLOYEES" APPEARS BELOW:



Postal Installations
Interpret National
Agreement

The following "Memorandum of Interpretation" on certain sections of articles VII and VIII of the National Agreement is issued by the Office of the Special Assistant to the Postmaster General for labor and supersedes any and all previous interpretations on the same subject, whether written or oral. These interpretations are effective immediately except where dates are indicated.

Memorandum of Interpretation
Article VII, Section 1(B)

Article VII, "Employee Classifications," section 1(B) defines part-time employees as:

a. Persons assigned to regular schedules of less than forty (40) hours per service week (herein designated as part-time regular scheduled employees), or

b. Persons available for work on a flexible work schedule during the course of a service week (herein designated as part-time flexible employees).

It is the understanding of the parties that part-time regular scheduled employees are only those employees who have been formally designated by the employer as "part-time employees assigned to regular schedules of less than forty (40) hours during the course of a service week." It is further understood by the parties that while it is frequently necessary to require part-time flexible employees to work the same hours daily over a substantial period of time, article VII, section 1(B), is properly interpreted by the parties to provide that only those employees who have been formally designated by the employer as part-time regular scheduled employees will be considered for the purposes of this agreement as employees assigned to regular work schedules. Nothing herein shall be interpreted as impairing the obligations of the employer under section 3 of article VII.

Continued on p. 2, column 1

All Officers, Executives and Managers of the U.S. Postal Service

Equal Employment Opportunity

The Board of Governors has approved the following equal employment opportunity policy and directives to reflect the position of the U.S. Postal Service and Postal Service management.

Our goal is to make equal opportunity a way of life in the Postal Service, consistent with our primary mission of moving the mail promptly, reliably and efficiently. To attain this goal, the specific management actions contained in the directives are to be implemented immediately.

I urge all personnel to review past progress, plan for the immediate future and take advantage of present opportunities for positive action as we implement our reorganization.

MERRILL A. HAYDEN
Acting Postmaster General

Postal Service Order 71-24

Policy

It is the policy of the U.S. Postal Service to provide equal opportunities for all employees in employment, training, promotion and assignment, and job security without discrimination because of race, color, religion, sex, or national origin.

Our goal is to make equal opportunity a way of life in the Postal Service, with minority groups and women given every opportunity to be represented appropriately in all segments of the work force, supervision, and management, consistent with our primary mission of moving the mail in a prompt, reliable, and efficient manner.

In making management decisions, the Postal Service will consider the impact of such decisions upon the

health, safety, and comfort of employees. Where minority groups are affected, the Postal Service will seek every practicable way, compatible with our basic mission, to avoid or minimize any adverse impacts and will make necessary management decisions in a strictly nondiscriminatory manner.

Directives

The following implementation directives are effective immediately:

1. Postal managers at all levels and others acting in behalf of the U.S. Postal Service shall review all decisions and actions in the light of this equal employment policy and work with diligence and good faith to make it an integral part of their overall management philosophy.

2. All headquarters and field managers shall review existing regulations, programs, functions, and plans, and revise or supplement them to insure appropriate provision for minority groups. Among other things, this will include identification of members of such minority groups (which are defined here as blacks, orientals, American Indians, Spanish-surnamed, Eskimos, and Aleuts) for placement in all training programs and positions in the Postal Service.

It will include action to correct underrepresentation of minorities in the work force, training programs, and supervisory management levels.

3. In respect to management actions affecting the health, safety, comfort or convenience of access of employees, headquarters or field managers responsible for such actions shall conduct and document studies to determine the extent of such impacts and report actions taken or needed to minimize or avoid adverse impacts on minority groups. Careful attention shall be given to problems of transportation, parking, and housing in the

Continued on p. 2, column 1

REGIONAL INSTRUCTIONS

PART 700
PERSONNEL

125-P-15

SUBJECT: Implementation of Employment Policy	DATE 9-27-67	FILING NO. 711.1-2
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I. Purpose

To establish and describe policies and procedures for filling hourly rate regular positions, and to provide information about such employment.

II. Policy

- A. First consideration in filling hourly rate regular positions will be given to qualified career regulars and career substitutes, in that order, first in the craft in which the position is to be filled, then office wide. Vacant or newly established positions will be posted in the installation for ten days (or less if so stated in the local agreement). Selection will be made from those bidders meeting the qualification requirements for the position in the order of seniority or standing on the substitute rolls, as appropriate.
- B. Next consideration will be given to employees serving under temporary appointment who are recommended for conversion under Civil Service Regulation 315.703 (see Federal Personnel Manual Supplement 990-1) or selected upon coming within reach on a certificate of eligibles. (Existing Civil Service Commission procedures and instructions will be followed in issuing certificates and making selections.)
- C. Next consideration will be given to eligibles on appropriate registers who have indicated availability for part-time employment. (As used here, "appropriate registers" means registers established for positions in the same craft as the hourly rate regular position to be filled.) To provide eligibles for appointment to vacancies after September 15, 1967, existing registers will be used.
- D. Career regulars and career substitutes who have bid for and been selected to fill hourly rate positions have no right of return to career regular or career substitute status. This may be accomplished by management action but whether and/or how this will be accomplished has not been determined at this time. Neither has there been any discussion with the National Exclusive Organizations concerning seniority or standing on the substitute rolls of any such returnees. You will be advised when any decisions have been reached.

III. Procedures

- A. Information about every first-class office with 25 or more employees including at least one temporary employee must be made available to establishment

Employment and Placement Division INITIATING OFFICE	Regional Office ACTION OFFICE	5 PAGES
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boards. ("Temporary employee" as used here does not include temporaries employed under student assistance and other special programs.)

- J. Immediate action will be taken to circularize registers to inform eligibles of the possibility of regularly scheduled part-time employment. When registers are circularized, care must be taken to insure that the locations where vacancies are anticipated for hourly rate regular positions are identified. Close coordination with the Postal Operations Division must be maintained to prevent creating the public impression that the Department is undertaking a major program to recruit hourly rate regulars in all post offices.
- C. Boards must review their examinations, and if appropriate examinations are not open for each office identified by the Regional Office, they must be opened to meet the requirements of the employment policy expressed in Regional Instruction 711.1-1, dated August 24, 1967. These new examinations must be programmed through the remainder of the calendar year to provide two things: (1) The written test will be administered sufficiently in advance of December 31, 1967, so that (2) Notices of rating will be distributed to the last groups of competitors not later than December 31, 1967.
- D. These new examinations may be solely for career part-time employment, or they may cover both career hourly rate regular and career substitute employment, at the discretion of the Regional Office. An announcement for career part-time employment will contain only that information related to such employment. If the announcement covers both hourly rate regular and substitute employment, the current format is to be changed to show that both kinds of appointments will be made from the resulting registers. In addition, the different rates of pay, hours, and other working conditions will be explained thoroughly but succinctly, so that the public is well informed about the nature of each employment opportunity. It is not necessary to define the specific hours or days of the work week part-time work will be performed. It is sufficient to indicate general rather than specific information on this subject. It is important, however, specific hours and days of the week must be designated when eligibles are contacted following certification from the register. They must clearly understand when the part-time work will be performed.

When there are currently open examinations that are appropriate to the hourly rate regular positions to be filled, and new examinations will not be announced, the current announcements must be amended. The amendments shall show that the resulting registers will also be used to fill hourly rate regular positions, and will provide the descriptive material required above for new examination announcements. Announcements now in draft form should be similarly revised.

- E. The zone recruiting concept applies in every respect to hourly rate regular recruiting and examining. Examinations will not be announced for single offices or for any coverage except the already established recruiting zones. Initial publicity for a new examination must, of course, comply with existing

instructions. Subsequent publicity should be focused on those offices having the greatest need for part-time career employees. Certification from existing or from new registers will not be limited to eligibles residing in areas smaller than the zones established for certification to career substitute positions, giving due regard to individual expressions of availability. A properly prepared circularization inquiry should result in realistic availability information.

IV. Information

A. Pay

1. The rates of pay for hourly rate regular employees are shown in the schedule appearing in 752.33, Postal Manual. The footnote accompanying that schedule will be revised to read as follows: "The scheduled hours of hourly rate regular employees may not exceed 40 in a service week, but these employees may be scheduled on any day or days in the service week."
2. When hourly rate regular employees perform work in excess of eight hours in a day, they are entitled to overtime compensation for the excess service. They are entitled to overtime compensation for work performed in excess of 40 hours in a service week.
3. If a holiday falls on or is observed on a scheduled day, the employee is entitled to holiday pay. If service is performed on the holiday, the employee is entitled to additional compensation at the appropriate holiday premium rate for work performed, not in excess of eight hours. Hourly rate regular employees, regularly scheduled to perform service on five or more days, are entitled to holiday benefits on the first preceding work day when a holiday occurs on or is observed on a scheduled day off.
4. Night differential is payable to hourly rate regular employees for service performed between the hours of 6:00 p.m. and 6:00 a.m. Sunday differential is payable if any part of an eight-hour tour is scheduled between the hours commencing at midnight Saturday and ending at midnight Sunday. Any hourly rate employee regularly scheduled to work 40 hours per week is entitled to Sunday differential pay for a scheduled tour any part of which is regularly scheduled between midnight Saturday and midnight Sunday.

NOTE: NOTWITHSTANDING THE REGULATORY PROVISIONS DESCRIBED ABOVE, AS A MATTER OF POLICY, HOURLY RATE REGULARS MAY NOT BE EMPLOYED IN EXCESS OF 20 HOURS PER WEEK EXCEPT AS PROVIDED IN REGIONAL INSTRUCTION 711.1-1. (THE EXCEPTIONS ARE THE MAINTENANCE (CUSTODIAL) GRAFT.)

B. Leave (Part 721, Postal Manual)

1. Hourly rate regular employees will earn annual and sick leave on a pro-rata basis depending on the number of hours worked. See table in

Section 721.314, Postal Manual, for rate of accrual of leave based on hours worked.

2. After the first full year of employment, hourly rate regulars will have annual leave advanced at the beginning of the leave year based on the scheduled number of hours per pay period. If additional leave is earned by an hourly rate regular who works more than his scheduled number of hours, such leave will be credited as earned not to exceed 13 days sick leave or 13, 20 or 26 days annual leave per annum, depending on the employee's leave category. The reverse would also be true. For those hourly rate regulars who do not work the full scheduled tour, leave advanced will be adjusted downwards to the leave earned, based on actual hours worked.
3. Hourly rate regulars will be required to complete 90 days continuous service before annual leave is granted. (See 721.315, Postal Manual.)
4. The instructions for recording carryover hours of annual and sick leave for other hourly rate employees shall be applicable for hourly rate regulars. (See table 721.314, Postal Manual.)

C. Benefits

1. Uniform Allowances, Part 722, Postal Manual.
 - a. Any hourly rate regular in a uniformed craft who meets the criteria of an average of four hours daily for five days per week or thirty hours per week on required duties is eligible for a uniform allowance. (See 722.322, Postal Manual.)
 - b. The employee and appropriate postal data center shall be notified of eligibility as outlined in 722.33, Postal Manual.
2. Retirement, Part 723, Postal Manual

Each hourly rate regular employee serving under a career appointment is covered by the Civil Service Retirement System. (See 723.11a, Postal Manual.)
3. Federal Employees Group Life Insurance, Part 725, Postal Manual

Each hourly rate regular employee is eligible for coverage under the group life insurance program. (See 725.22, Postal Manual.)
4. Compensation for Injury or Death, Part 726, Postal Manual

All hourly rate regulars are eligible for benefits under the Federal Employees Compensation Act.

5. Unemployment Compensation, Part 727, Postal Manual

All hourly rate regulars are eligible for unemployment compensation benefits under regulations of the State employment security agencies.

6. Group Health Insurance, Part 728, Postal Manual

All hourly rate regulars are eligible for benefits under the Group Health Benefit program. (See 728.51, Postal Manual.)

7. Incentive Awards Program, Part 770, Postal Manual

All hourly rate regulars are eligible for all benefits under the Incentive Awards Program.

D. Labor Management Relations

Any matter concerning personnel policies, practices, and working conditions covered in the National Agreement and National Supplements shall be referred to the Director, Labor Relations Division, Bureau of Personnel.

E. Appointments - POD 50

1. Item 12. Nature of Action

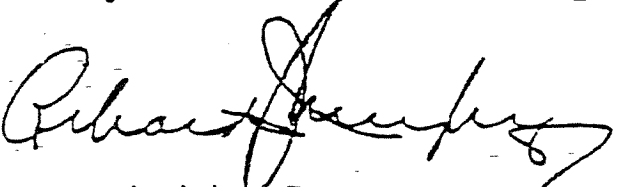
- a. New Appointments - Use Code 100 and "Career Appt. Part-time".
- b. Conversion of an employee on the rolls by selection from a register - Use Code 500 and "Conversion to Career Appt. Part-time".
- c. Noncompetitive conversion of an employee on the rolls - Use Code 501 and "Conversion to Career Appt. Part-time".

2. Item 20. Position Title and Number

Use the normal title plus notation "Hourly Rate Regular". For example: City Carrier (Hourly Rate Regular) KP-11; Distribution Clerk (Hourly Rate Regular) KP-12; Mailhandler (Hourly Rate Regular) KP-8.

3. Item 30. Remarks

In addition to the normal information required by Part 781 show:
"Hourly Rate Regular employment for a total of ___ hours per week."
(The number of hours to be determined by a total of the hours scheduled in the work week.)


Assistant Postmaster General
Bureau of Personnel



AMERICAN POSTAL WORKERS UNION, AFL-CIO

DON E. DUNN, Director Industrial Relations Department

817-14TH ST., N.W., WASHINGTON, D.C. 20005

11/5/71

DATE
#71-4

NUMBER

LABOR-MANAGEMENT - NEGOTIATION
TECHNOLOGY - MECHANIZATION
SAFETY-HEALTH - DISTRIBUTION

REPORT • DIGEST • INTERPRETATIONS

COLLECTIVE BARGAINING REPORT

The following are interpretations, questions and answers regarding the new National Working Agreement, in addition to some questions which are still in dispute with the U.S. Postal Service and are in the process of being resolved.

It is suggested that this material be kept handy pending the completion of national negotiations and issuance of the official new National Agreement in the form of a library reference copy.

MEMORANDUM OF INTERPRETATION

ARTICLE VII, EMPLOYEE CLASSIFICATIONS

Section 1(B) defines part-time employees as:

1. Persons assigned to regular schedules of less than forty (40) hours per service week (herein designated as part-time regular scheduled employees), or
2. Persons available for work on a flexible work schedule during the course of a service week (herein designated as part-time flexible employees).

It is the understanding of the parties that part-time regular scheduled employees are only those employees who have been formally designated by the Employer as "part-time employees assigned to regular schedules of less than forty (40) hours during the course of a service week." It is further understood by the parties that while it is frequently necessary to require part-time flexible employees to work the same hours daily over a substantial period of time, Article VII, Section 1(B) is properly interpreted by the parties to provide that only those employees who have been formally designated by the Employer as part-time regular scheduled employees will be considered for the purposes of this Agreement as employees assigned to regular work schedules. Nothing herein shall be interpreted as impairing the obligations of the Employer under Section 3 of Article VII.

I N T E R P R E T A T I O N

Article VIII, Section 3.

"Section 3. Exceptions. The above shall not apply to part-time employees.

"Part-time employees will be scheduled in accordance with the above rules, except they may be scheduled for less than eight (8) hours per service day and less than forty (40) hours per normal work week."

Both references to "part-time" should be read as part-time regulars. Section 3 merely states the rules for scheduling part-time regulars as Section 1 does for full-time regulars. Furthermore, it is consistent with Article VII, Section 1.A.2, which sets forth the two categories of part-time employees; "part-time assigned to regular schedules and part-time with flexible hours during the service week."

The above interpretation is the agreed-upon position of both the USPS and APWU. It was resolved in an agreement title "Memo of Interpretation" signed by the APWU, NALC, Mailhandlers Div. of LIUNA, and NRLC with the USPS November 4, 1971.

MEMORANDUM OF INTERPRETATION

ARTICLE	8
SECTION	
SUBJECT	
Memo	
Interp	

Article VII, "Employee Classifications," Section 1 (B) defines part-time employees as:

1. Persons assigned to regular schedules of less than forty (40) hours per service week (herein designated as part-time regular scheduled employees), or
2. Persons available for work on a flexible work schedule during the course of a service week (herein designated as part-time flexible employees).

It is the understanding of the parties that part-time regular scheduled employees are only those employees who have been formally designated by the Employer as "part-time employees assigned to regular schedules of less than forty (40) hours during the course of a service week." It is further understood by the parties that while it is frequently necessary to require part-time flexible employees to work the same hours daily over a substantial period of time, Article VII, Section 1(B) is properly interpreted by the parties to provide that only those employees who have been formally designated by the Employer as part-time regular scheduled employees will be considered for the purposes of this Agreement as employees assigned to regular work schedules. Nothing herein shall be interpreted as impairing the obligations of the Employer under Section 3 of Article VII.

Article VIII, Section 4 (B) insofar as it alludes to payment of over-time to employees for work outside of their regular work schedules, shall be interpreted by the parties to mean that it has no application to either employees assigned a regular schedule of less than

forty (40) hours during the course of a service week (herein designated as part-time regular scheduled employees) or employees who are available for work on a flexible work schedule during the course of a service week (herein designated as part-time flexible employees).

All part-time employees are eligible for overtime only after eight (8) hours per day or forty (40) hours per week as provided in the first sentence of Article VIII, Section 4B referred to above.

Article VIII, Section 6

It is mutually understood and agreed that Article VIII, Section 6, entitled "Sunday Premium" shall be interpreted by the parties to mean any part-time employee who has a period of service on Sunday shall be entitled to "Sunday Premium" payment whether he works a regular schedule or not, except casuals, commencing

11/27, 1971.

Article VIII, Section 8

It is mutually understood and agreed that the first full paragraph of Article VIII, Section 8, shall be interpreted by the parties to provide that a part-time flexible employee who has completed his work assignment, clocked-out and left the premises and who is subsequently called in to work on that same service day shall be entitled to the call-in guarantee provided for by the first full

paragraph of Article VIII, Section 8, commencing 11/13, 1971.

It is expressly understood by the parties that this interpretation in no way alters or affects the meaning or application of the provisions of the second full paragraph of said Article VIII, Section 8, of the Agreement.

Except as herein expressly provided, nothing set forth in this document shall be construed to constitute a waiver by the Unions of their position concerning those items set forth in their statement of Union position bearing the date of October 15, 1971 (a copy of which is attached hereto) which items are yet unresolved as of the date set forth below

November 4, 1971

James P. Blundin
U. S. Postal Service
by Special Assistant
to the Postmaster
General

J. S. Felber
General President
American Postal Workers Union, AFL-CIO
comprised of: Clerk Craft Division;
Motor Vehicle Services Craft Division
Special Delivery Messenger Craft
Division; Maintenance Craft Division

JAMES P. McCARTHY.
NATIONAL BUSINESS AGENT
CLERK DIVISION,
BOSTON REGION
APWU, AFL-CIO

Mark Lewis
AFL-CIO National Association of Letter Carriers

Dennis P. Schuman
National Post Office Mail Handlers,
Watchmen, Messengers and Group Leaders
Division of Laborers' International
Union of North America, AFL-CIO

Charles G. ...
National Rural Letter Carriers
Association

Bernard Cushman

UNITED STATES POSTAL SERVICE

Washington, DC 20260

CORRESP: SEA:dc

DATE: November 26, 1975

SUBJECT: Reduction in Work Hours of Part-Time
Regular Schedule Employees

to:

Dennis R. Weitzel
Director
Office of Contract Analysis

This responds to your November 6, 1975, request for an opinion on whether the reduction in hours of part-time regular employee would constitute a layoff within the meaning of Article VI of the National Agreement.

Hourly rate regular employees, the predecessor group of our current part-time regulars, traditionally have been assigned a fixed number of hours each week; but that number has been subject to reduction. The reduction has been accomplished by abolishing a part-time regular's assignment and reposting a new assignment. If, after reposting, there were excess part-time regular employees, the excess employees have been reassigned pursuant to Article XII procedures. (See Attachments 1 and 2.) We are unaware of any substantive changes in the 1971, 1973 or 1975 Agreements which would affect that traditional procedure. It is noted that Arbitrator Garrett has suggested that the Postal Service may reduce the hours of part-time regulars. Grievances of Boston Part-time Regular Mail Handlers Whose Employment Was Terminated, December 20, 1972.

It should be noted that the Civil Service Commission has not, and does not, regard the reduction in hours of a regular part-time employee as a "partial" layoff or furlough without pay. See Federal Personnel Manual Supplement 752-1, 51-6. It does, however, regard such

action as an adverse action based upon a reduction in pay theory. (See Attachments 3 and 4.) In the event of reduction in the hours of work on our part-time regulars we should, where applicable, follow the appropriate procedural requirements.



Harvey Letter
Associate General Counsel
Office of Labor Law

Attachments

MEMORANDUM OF UNDERSTANDING

between

THE UNITED STATES POSTAL SERVICE

and

NATIONAL POST OFFICE-MAIL HANDLERS DIVISION
OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

X - X - X - X - X

The parties heraby agree that the United States Postal Service will not hire or assign part-time regular Mail Handlers in lieu of or to the detriment of full-time regular or part-time flexible Mail Handlers. As a result of this agreement, it is not the intantion of the United States Postal Service for their managers to modify their current scheduling policies and practices concerning bargaining unit employees, especially part-time flexible Mail Handlers. Part-time regular Mail Handlers are to be hired and given work assignments based on operational needs, such as meeting fluctuations in mail volume and mail flow, service delivery standards, and other operational deadlines, to accomplish work requirements.

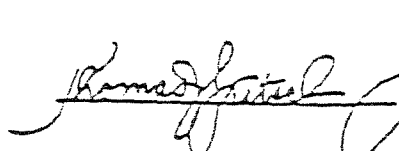
It is understood that this agreement in no way requires the United States Postal Service to guarantee a specific or minimum number of work hours in a service week to part-time flexible Mail Handlers. In addition, this agreement does not require the United States Postal Service to guarantee a specific or minimum number of part-time flexible or full-time regular Mail Handler positions in particular installations or nationwide.

The parties further agree to establish a joint National study committee, to be composed of an equal number of members from each party, to explore issues and conditions created by the hiring and assignment of part-time regular Mail Handlers as a result of the modification of Article 7.3 with respect to the part-time regular category. This committee will study assignment practices and will periodically review the effects of the modification of Article 7.3 with respect to the part-time regular category on the Mail Handlers bargaining unit.

AGREED TO:

UNITED STATES POSTAL SERVICE

NATIONAL POST OFFICE MAIL
HANDLERS DIVISION OF THE
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA



RONALD SMITH
National Director

Date: 5-15-85

Date: 4/26/85

UNITED STATES POSTAL SERVICE
NORTHEAST REGIONAL OFFICE

DATE: May 29, 1985

OUR REF: NE221:PVTartaglia:nr:0221

SUBJECT: Management's Rights and Obligation in the
Utilization of Part-Time Regulars

TO: MSC Manager/Postmasters
General Managers, NYI&BMC
AMF/JFK
Manager, Eastern Area Overhaul Center

Frequently in the past, management for one reason or another has not considered Part-Time Regular (P/T/R) employees as a viable ingredient in the overall mix of employees utilized. Set forth below is a review of pertinent employment data concerning Part-Time Regulars which should prove helpful in determining whether or not the establishment of Part-Time Regular positions is advantageous under certain conditions:

1. Title

Once called Hourly Rate Regulars, the proper title since the 1971 National Agreement is Part-Time Regulars.

2. Crafts Employing Part-Time Regulars

Part-Time Regulars may be employed in the Clerk, Mailhandler, Letter Carrier, Special Delivery Messenger, Motor Vehicle and Maintenance crafts.

3. Qualifications

Whatever the position title, the Part-Time Regular is expected to be physically able (e.g., Mailhandler pass strength test) and qualified (e.g., possess a scheme) to perform the work implicit in that position title. Similarly, the Part-Time Regular should receive training comparable to that provided a Full-Time Regular or Part-Time Flexible to achieve the same level of qualification. In short, Part-Time Regulars must be as qualified as the Full-Time Regulars or Part-Time Flexibles performing the same work, even though they work less hours.

4. Utilization of Part-Time Regulars

The determination of where and how Part-Time Regulars are utilized rests with local management. While there is no set criteria as to how, when and where Part-Time Regulars are more effectively utilized, one common thread identified when Part-Time Regulars have been utilized in the past is that they are used for short time frames when there is an identifiable surge of work that disappears quickly. Set forth below are some examples in which Part-Time Regulars have been utilized: (Note: This list is not meant to be all inconclusive. Customer Services and Mail Processing Regional personnel will be developing and forwarding to the field, recommended situations for the more effective utilization of Part-Time Regulars.)

- A. Saturday Window Service
- B. Night routing of mail in carrier cases
- C. Station box mail
- D. Evening collection runs
- E. Associate Office morning platform operations
- F. Sectional Center outgoing platform duties

Due to the newness of this subject, at the present, the utilization of Part-Time Regulars, especially at Associate Offices, should be approved by the MSC before committing to their hire and utilization.

5. Hiring Practices

A Part-Time Regular position is a career appointment, and selections are made utilizing the same hiring registers that are used for Part-Time Flexible or Full-Time Regular appointments, according to craft/examination.

The Call In Notice, in accordance with 264.7 of the P-11, requires that we impartially describe the position or positions to be filled. This should include, in the case of a Part-Time Regular, the number of hours, number of work days per week and that it will be a fixed part-time schedule.

The P-11 also provides that declination will eliminate the eligible from further consideration. However, PS 2550 (Call In Notice) does not distinguish among career positions (Part-Time Regular, Part-Time Flexible, Full-Time Regular). Therefore, a response indicating that the eligible wishes to have her/his name retained on the register for a career appointment should be honored and not considered inconsistent with declination of the Part-Time Regular opportunity.

6. Newly Created Part-Time Regular Positions

When a Part-Time Regular position is created at an installation, first preference will go to existing Part-Time Regulars of that craft. Absent an existing Part-Time Regular workforce, first preference will then go to all Full-Time Regular and Part-Time Flexible employees in the same craft. Consideration for change to Part-Time Regular status shall be given to senior Full-Time Regulars and then Part-Time Flexibles of the same craft. Applicants for change to Part-Time Regular status from another craft will be considered at management's discretion, consistent with our obligations under Articles 2 and 33 of the National Agreement.

7. Seniority

As a general premise, Part-Time Regulars have a separate and distinct seniority list, and any accrued seniority is lost when the Part-Time Regular makes a change to Part-Time Flexible status. Likewise, Full-Time Regulars or Part-Time Flexibles lose accrued seniority when they change to Part-Time Regular, even within their own craft. There are minor variations and, as such, the applicable craft article should be consulted for specifics.

8. Applicability of the 90/10 Ratio

Because of the change in Article 7 of the 1984 Mailhandler National Agreement and its relationship to Part-Time Regulars, it is essential that this provision is clearly understood for effective ongoing administration of the overall 90/10 ratio.

- A. Under the 1984 Mailhandler National Agreement, a separate 90/10 ratio is calculated solely for the Mailhandler craft.
- B. In addition, when calculating the Mailhandler 90/10 ratio, Part-Time Regulars need not be counted as part of the 10% part-time complement.
- C. Rather, the 1984 Mailhandler National Agreement permits management to employ Part-Time Regular Mailhandlers up to an amount not to exceed 6% of the total Mailhandler complement. In other words, the 6% Part-Time Regular Mailhandlers are over and above the number of Full-Time Regulars and Part-Time Flexible Mailhandlers employed in that installation and are not counted when calculating the Mailhandler 90/10.

- D. When calculating the APWU/NALC 90/10 ratio, however, the rules change. The total Mailhandler complement, including Part-Time Regulars, is included in the 90/10 APWU/NALC computation, along with all the bargaining unit employees in the APWU and NALC crafts. Additionally, the Part-Time Regular Mailhandlers are counted as part of the 10% part-time complement.
- E. Because of these changes, it is essential that the Mailhandler 90/10 ratio be calculated first, otherwise a double count will result.
- F. It should also be noted that, while the Mailhandlers agreed in negotiations to 6% Part-Time Regulars over and above the 100% Mailhandler Full-Time Regular and Part-Time Flexible workforce, any Part-Time Regulars hired in the APWU/NALC crafts are counted as part of the 10% part-time employees in a 90/10 office.
- G. Postal managers should be aware that for every Part-Time Regular employed, there is at least an equal corresponding reduction in the number of Part-Time Flexibles that can be employed if you are to remain in compliance with the 90/10 ratio. Consider the following examples:

BACKGROUND

2,044	Total Employees All Crafts	=	100%
1,840	F/T/R Employees All Crafts	=	90%
204	P/T/F Employees All Crafts	=	10%
309	Total Employees M/H Craft	=	100%
278	F/T/R Employees M/H Craft	=	90%
31	P/T/F Employees M/H Craft	=	10%
173	P/T/F All Crafts Except M/H Craft		

EXAMPLE #1 (Add 6% P/T/R Mailhandlers by
Increasing Complement)

Mailhandler Craft

327 (+19)	Total Employees M/H Craft	=	100%
278 (0)	F/T/R Employees M/H Craft	=	90%
31 (0)	P/T/F Employees M/H Craft	=	10%
19 (+19)	P/T/R Employees M/H Craft	=	6%

All Crafts

2063 (+19)	Total Employees All Crafts	=	100%
1857 (+17)	Total F/T/R Employees All Crafts	=	90%
206 (+ 2)	Total P/T/F Employees All Crafts	=	10%
19	= P/T/R Mailhandlers		
156	= P/T/F All Other Crafts		
31	= P/T/F Mailhandlers		

Recap

A 6% increase in the Mailhandler P/T/R workforce is equivalent to an increase of 19 employees office-wide. Assuming that our objective is to maintain a strict 90/10 balance, this will result in management having to convert 17 P/T/F's to F/T/R status. Since the 6% P/T/R workforce is over and above the 90/10 ratio of the Mailhandler craft, these increases will be primarily in all the other crafts where there will be a reduction in the number of P/T/F's and a corresponding increase in the number of F/T/R's.

EXAMPLE #2 (Adding 6% P/T/R Mailhandlers Within Existing Complement)

Mailhandler Craft

309 (0)	Total Employees M/H Craft	=	100%
262 (0)	F/T/R Employees M/H Craft	=	90%
29 (- 2)	P/T/F Employees M/H Craft	=	10%
8 (+18)	P/T/R Employees M/H Craft	=	6%

All Crafts

2044 (0)	Total Employees All Crafts	=	100%
1840 (0)	F/T/R Employees All Crafts	=	90%
204 (0)	P/T/F Employees All Crafts	=	10%
157 (-16)	P/T/F Employees All Other Crafts		
29 (- 2)	P/T/F Employees M/H Craft		
18	= P/T/R Employees M/H Craft		

Recap

In this model, since the total number of employees remains status quo, but it is our intent to change the mix of employee classifications and still maintain a strict 90/10 balance, the impact of adding 6% Part-Time Regulars (e.g. 18) results in a comparable reduction of 18 Part-Time Flexibles - in this case 2 Part-Time Flexible Mailhandlers and 16 in all other crafts.

9. Benefit Entitlement

As a general premise, Part-Time Regulars are entitled to those benefits that would normally accrue to a career employee. There are, however, specific differences in certain cases, and as such the particular reference listed below should be referred to should you have a question:

- A. Retirement - ELM 561.23
- B. Health Benefits - ELM 521.1
- C. Federal Employee Group Life Insurance - ELM 532.12
- D. Federal Employees Compensation Act (FECA) - ELM 540
- E. Unemployment Compensation - ELM 550
- F. Fair Labor Standards Act - ELM 440
- G. Military Leave - ELM 517.4
- H. Jury Duty Leave - ELM 516
- I. Sick Leave - ELM 513.2
- J. Annual Leave - ELM 512.323
- K. Sunday Premium - ELM 434.3
- L. Night Shift Differential - ELM 434.2
- M. Uniform Allowance - Article 26 of the National Agreements

10. Holiday Pay

Section 434.4, ELM and Article 11 of the National Agreements define management rights and obligations as to holiday pay. Specifically, it states that a Part-Time Regular employee will receive holiday pay if he is normally scheduled to work five days a week or, if he is scheduled to work less than five days a week, the employee is to be paid only if the holiday occurs on a day in which he is normally scheduled to work. Because it is possible that holiday pay is due a Part-Time Regular on one (1) holiday and not another, it is essential that the references in the ELM and the F-21 and 22 be reviewed with finance personnel to determine the applicability in each instance.

11. Vacation Scheduling

Absent specific language to the contrary in the applicable local Memorandum of Understanding, Part-Time Regulars should be scheduled for annual leave amongst themselves on a seniority basis.

12. Details

While Part-Time Regulars should not automatically be denied preferred details if qualified, every effort should be made to first utilize Full-Time Regulars and Part-Time Flexibles, especially if the detail is to a full-time assignment.

13. Hours of Employment

Part-Time Regulars are hired for a fixed number of hours per week and, as such, are distinctly different from Part-Time Flexibles whose hours of work may fluctuate from tour to tour, day to day, and week to week. Since management's obligations and rights as to Part-Time Regulars' hours of employment are different, it is essential that these differences be weighed and considered before deciding to use Part-Time Regulars in lieu of Part-Time Flexibles:

A. Expansion of Hours

While a Part-Time Regular is hired for a fixed number of hours per week, their hours can be expanded in unusual, unpredictable and non-recurring situations. It is not intended that Part-Time Regulars would have their hours of work expanded in a predictable fashion on a recurring basis. Postal Managers must be on constant alert to avoid expanding Part-Time Regular hours of work contrary to their intended use.

B. Part-Time Regular Claims for Additional Work Hours

Since the Part-Time Regular is employed with the understanding that it is for a fixed and limited number of hours per week, and their hours are only expanded when we have an unpredictable or unusual emergent situation, the Part-Time Regular has no claim that he/she must be provided additional straight time or overtime hours of work simply because a Part-Time Flexible is working overtime.

Stated another way, the Part-Time Regulars cannot have their workhours expanded to the detriment of Full-Time Regulars or Part-Time Flexibles.

C. Overtime

While it is not normally envisioned that a Part-Time Regular would work overtime, in those situations where it may occur, the Part-Time Regular is entitled to receive overtime pay for all hours in excess of 8 per day and 40 per week.

D. Reduction of Hours

A Part-Time Regular can have workhours reduced but only on a permanent basis when justifiable operational need can be demonstrated. In such situations any reduction would require advance written notification to the local union so that they would have an opportunity to review and comment on the change. The key to such change is demonstrated justifiable operation need supported by reasonable data.

E. Guaranteed Hours for Part-Time Regulars

Part-Time Regular workhours cannot be an amount less than that guaranteed a Part-Time employee in Article 8, Section 8 of the National Agreements. Specifically, a Part-Time Regular in a 200 work year office must be guaranteed at least four (4) hours of work or pay on any scheduled day of work. In offices of less than 200 work years, the guarantee is two (2) hours per day.

F. Schedule of Hours

The schedule of hours is solely within the discretion of local management based upon operational need with one exception. It can be 4 hours per day, 5 days per week; it can be 8 hours per day, 2 days per week; it can be 2 hours per day, 6 days per week (in a less than 200 work year office), or whatever is operationally justified. The one exception is in the Maintenance Craft in which the average weekly workload cannot exceed 32 hours for a Part-Time Regular.

G. Employee Notification

Whatever schedule of hours is utilized, the schedule of hours of work and days off will be fixed. While existing Part-Time Regulars have been advised of their hours of work and days off through the normal bid procedure, a new employee hired as a Part-Time Regular should be advised in writing as to hours of work and days off.

The new employee should also be advised that while he has a fixed schedule, that schedule may be changed upon notice and justified need. Such information should also be included on all Part-Time Regular bids.

H. Posting Changes in Hours of Work and Days Off

As a Part-Time Regular position is a duty assignment with set duties and responsibilities, and regularly scheduled hours of work, the duty assignment must be posted for bid among Part-Time Regulars whenever the hours of work or days off are changed, in the same way posting or reposting a full-time regular position. The key is that the posting is among the existing Part-Time Regular workforce, and Full-Time Regular and Part-Time Flexibles in the same craft or others have no claim to that duty assignment regardless of their seniority.

The other key factor to be considered is that the change in hours or work and days off must be justified operationally. In many instances, Part-Time Regulars are individuals who hold another job, and their employment with the U. S. Postal Service is used to supplement their primary occupation. As such, more often than not, a change will represent a conflict in their schedules, and they will protest any change by whatever means are possible. Our success in effectuating changes in a Part-Time Regular status has been mixed -- where the unions were consulted and proper justification developed and demonstrated, the change was effected successfully. Contact with the MSC and District Directors of E&LR is essential before implementing changes in hours of work and days off.

14. Posting Part-Time Regular Bid Assignments

As stated previously, a vacant or newly established Part-Time Regular position is posted, bid and awarded containing all the information (e.g., principal assignment area, days of work, qualification standards, PS salary level, etc.) normally required in filling a Full-Time Regular position in the applicable craft article. It should be noted, since a Part-Time Regular position is posted for bid and represents a distinct duty assignment, Part-Time Regulars should not be treated or considered as an unassigned.

15. Article 12 Excessing Obligations

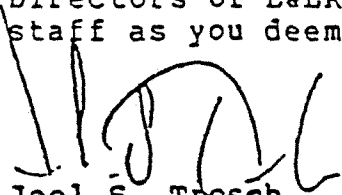
Part-Time Regulars can be excessed from one installation to another under the provisions of Article 12 of the National Agreements just like a Full-Time Regular and Part-Time Flexible.

The only difference is that Part-Time Regulars are excessed among themselves following the applicable provisions for that craft under Article 12.

16. Mailhandler Part-Time Regular Memorandum of Understanding

Attached please find the recent Memorandum between the U. S. Postal Service and NPOMH concerning the utilization of Part-Time Regulars.

In summary, the decision to utilize a Part-Time Regular as part of the overall complement mix at a particular installation depends upon many factors. Postal management must weigh the alternative plus and minuses to determine what is most advantageous in their particular installation. Questions concerning the above should be directed through the MSC Directors of E&LR. Please distribute to AO personnel and your staff as you deem appropriate.



Joel S. Trasch
Regional Director
Employee and Labor Relations Department

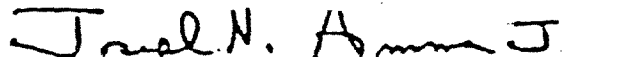
Regional Executive Committee
District Managers
District Directors, E&LR
Regional Labor Relations Staff

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
THE LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, MAIL HANDLERS
DIVISION

The parties to the Joint National Study Committee on Part-time Regular Mail Handlers mutually agree to the following:

1. That the United States Postal Service will not hire or assign part-time regular Mail Handlers in lieu of or to the detriment of full-time regular or part-time flexible Mail Handlers.
2. With regard to scheduling, part-time regular Mail Handlers are to be regularly scheduled during specific hours of duty. Only in emergency or unanticipated circumstances will part-time regular Mail Handler work hours be expanded beyond their fixed schedules.
3. When it is necessary that fixed scheduled day(s) of work or starting times in the basic work week for a part-time regular craft assignment be permanently changed, the provisions of Article 12, Sections 3.B4 and 3.B6 will be followed.


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


Joseph N. Amma, Jr.
Director of Contract
Administration
Laborers' International Union
of North America, AFL-CIO
Mail Handlers Division,

DATE 7/19/88

DATE 7/22/88



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

Mr. Joseph N. Amma, Jr.
Director, Contract Administration
Laborers' International Union
of North America, Mail Handlers
Division, AFL-CIO
Suite 525
1 Thomas Circle, N.W.
Washington, DC 20005-5802

Dear Mr. Amma:

On September 7 and again on September 12, 1988, you met with Muriel Aikens Arnold in prearbitration discussion of H4M-5L-C 15002; H4M-5L-C 16704; H4M-5L-C 16967 and H4M-5L-C 16968. The issue in these cases involved the expansion of part-time regular mail handler work hours beyond their fixed schedules.

It was mutually agreed to settle these cases as follows:


1. With regard to scheduling, part-time regular mail handlers are to be regularly scheduled during specific hours of duty. Only in emergency or unanticipated circumstances will part-time regular mail handler work hours be expanded beyond their fixed schedules.
2. A Memorandum of Understanding will be issued from the Joint National Study Committee on Part-time Regular Mail Handlers concerning the scheduling of such employees, including permanent schedule changes.


Mr. Joseph N. Amma, Jr.

2

Please sign and return the enclosed copy of this letter acknowledging your agreement with this settlement and withdrawing the above cited grievances from the pending national arbitration list.

Sincerely,


William J. Downes
Director
Office of Contract
Administration

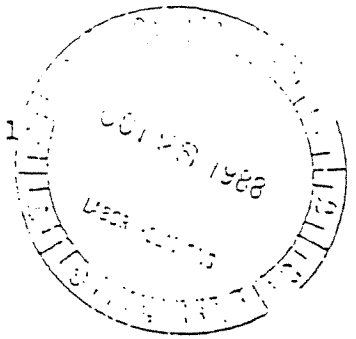

Joseph N. Amma, Jr.
Director of Contract
Administration
Laborers' International Union
of North America, AFL-CIO
Mail Handlers Division

9/22/88

DATE: LR410:CDudek:rr:832:20260-4126

REF: October 21, 1988

SUBJECT: Memorandum of Understanding, Articles 8 and 11



TO: Regional Managers
Labor Relations

Field Directors
Human Resources

Attached for your information, is a copy of a recently agreed to Memorandum of Understanding between the Postal Service, National Association of Letter Carriers and American Postal Workers Union. The provisions of this Memorandum resolve several issues arising from the application of the overtime and holiday provisions of Articles 8 and 11 of the 1984 and 1987 National Agreements.

Accordingly, ensure that all managers responsible for managing employees of the above referenced bargaining units are fully aware of the provisions of this Memorandum.

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

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

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

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

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

As a means of facilitating the foregoing, the parties agree that excluding December, once a full-time employee reaches 20 hours of overtime within a service week, the employee is no longer available for any additional overtime work. Furthermore, the employee's tour of duty shall be terminated once he or she reaches the 60th hour of work, in accordance with Arbitrator Mittenthal's National Level Arbitration Award on this issue, dated September 11, 1987, in case numbers N4N-NA-C 21 (3rd issue) and N4C-NA-C 27.

Holiday Work

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

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

1. Full-time employees and part-time regular employees who file a timely grievance because they were improperly assigned to work their holiday or designated holiday will be compensated at an additional premium of 50 percent of the base hourly straight time rate.

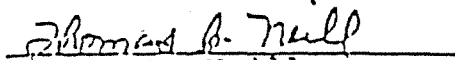
2. For each full-time employee or part-time regular employee improperly assigned to work a holiday or designated holiday, the Employer will compensate the employee who should have worked but was not permitted to do so, pursuant to the provisions of Article 11, Section 6, or pursuant to a Local Memorandum of Understanding, at the rate of pay the employee would have earned had he or she worked on that holiday.

The above settles the holiday remedy question which was remanded to the parties by Arbitrator Hittenthal in his January 19, 1987 decision in H4N-NA-C 21 and H4N-NA-C 24.



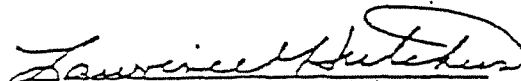
William J. Downes
Director, Office of
Contract Administration
Labor Relations Department

DATE 10/19/88



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

DATE 10/19/88



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

DATE 10/19/88

UNITED STATES POSTAL SERVICE

Washington, DC 20260

DATE: March 31, 1993

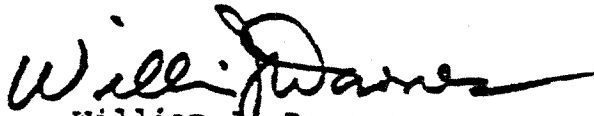
OUR REF: LR400:Jamma:cmv:20260-4125

SUBJECT: PTR Clerk Craft Employees

TO: Area Managers, Customer Services
Area Managers, Processing and Distribution
Managers, Human Resources, All Areas

As a result of the recent MOU regarding transitional employee issues and part-time flexible conversions, increased interest has been expressed concerning the hiring of part-time regular employees in the clerk craft.

The attached memorandum, addressing issues related to the hiring and utilization of PTRs in the clerk craft, is provided for your information and further dissemination as you deem appropriate.



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

Attachment

cc: Mr. Green
Mr. Jacobson

RE: Usage of PTRs in the Clerk Craft

Changing operational conditions and several recently negotiated agreements with the American Postal Workers Union have occasioned the need to revisit questions regarding the hiring of part-time regular (PTR) clerk craft employees. To facilitate that review, the following analysis of PTR usage issues is provided.

The increased flexibility provided under Article 7.3.A. offers the opportunity to take a fresh look at additional reliance on PTR employees in the clerk craft, an opportunity that was not present before the allowable percentage of part timers was doubled and the calculation was restricted to clerk bargaining units only. The information below constitutes an overview of issues relating to the hiring and use of PTRS in the clerk craft.

SCHEDULING

PTRs are career hourly-rate employees who work a regular, but part-time, schedule. They are particularly well-suited for job assignments which must be performed on a daily basis but which predictably require less than eight hours for completion on any given day. Possible uses would include window assignments, automation, and manual distribution tasks; in short, any assignment that requires, on a consistent basis, less than eight hours per day of work.

PTRs are to be hired in accordance with established procedures and assigned to regular schedules of less than eight hours in a service day and less than forty hours in a service week. Their service week begins at 12:01 a.m. on Saturday and their service day is the calendar day on which the majority of their work is scheduled. In Grievance 88V-1E-C 26053, involving the Maintenance craft, the parties agreed that the posting of PTR schedules with six-day service weeks did not constitute a violation of the agreement; the basic scheduling rules stated above apply to all crafts

In keeping with their "regular" status, PTRs' schedules should not be altered on a day-to-day or week-to-week basis. They are normally to be worked within the schedules for which they are hired. However, PTRs can be permanently scheduled for any number of day(s) per week from one to six. There is no minimum number of hours for which they can be scheduled, except as provided in the preceding paragraph, and they can occasionally be required to work beyond their scheduled hours of duty. While arbitral authority supports each of these conclusions, care should be taken not to extend PTRs' work hours on a regular or frequent basis.

Their category and the normally scheduled hours of duty, in whole hour increments, for which they were hired are established on their Form 50, recorded in Blocks 66 and 67. However, as operational experience and needs change over time, there is no requirement that PTR assignments be reposted in order to make permanent changes in their hours, designated days off, or duties. Again, while a series of national and regional arbitration decisions affirm management's right to permanently change the hours of a PTR schedule, such changes should not be made on a day-to-day or week-to-week basis. Changes in their hours are accomplished through entry on their Form 50 in blocks 79 and 80. (APWU was unsuccessful in its attempt in 1987 negotiations to obtain contract language that would require reposting when such hour changes were made.)

There is limited record of disputes between the parties regarding the type of assignments that PTRs can perform. The parties agreed in Step 4 Grievance H1C-5L-C 23764, challenging the use of PTRs in pool and relief assignments, that such assignments were to be filled by full-time regulars. No other Step 4 grievances or arbitrations were discovered which relate to limiting the use of PTRs on particular types of assignments.

Seniority for PTRs is established as of the date of their appointment in the craft and level, and it continues to accrue so long as service in the craft, level and installation is uninterrupted. If a PTR applies for change to PTF or regular status and the request is approved, the PTR would be reassigned to the foot of the PTF roster and would begin a new period of seniority; this action is treated as a reassignment, not a promotion. Only if no PTF positions exist at the installation could a PTR be changed directly to full-time status; the new period of seniority would still apply. However, so long as the employee has already completed his/her probationary period, no new probationary period need be served in any of the above scenarios.

Vacant PTR positions are posted for bid by currently-qualified PTRs in the same level as the vacancy. PTRs who qualified on a particular skill requirement, such as a scheme or a keyboard speed, within two years prior to the posting of a PTR vacancy requiring that same skill requirement are deemed to have a live record and are, therefore, considered to be currently qualified; that live record period is

extended to five years if the PTR vacancy is to one of the positions listed in Article 37.3.F.7. Finally, PTRs are not permitted to bid for full-time clerk positions.

If full-time or PTF clerks request reassignment to a residual PTR vacancy, and such request is granted, that employee must begin a new period of seniority.

Unless the parties negotiate other frequencies at the local level, the installation head must post the PTR seniority list and provide a copy to the local union on a semi-annual basis.

In keeping with Article 7.1.B.1, casuals cannot be employed in lieu of PTRs. However, in Case S7C-3R-C 15923, Arbitrator Marlatt ruled that no requirement existed to utilize PTRs at the straight-time rate before assigning work to casuals. The cross-craft provisions of Article 7.2.B., relating to insufficient work, and of Article 7.2.C. apply to PTRs to the extent of their schedules.

Note that the lay-off provisions of Article 6, the reassignment procedures in Article 12.5, and the light duty provisions of Article 13 apply to PTRs as a separate category.

OVERTIME/HOLIDAY SCHEDULING/RATES OF PAY

PTRs are eligible for postal overtime for hours worked over eight in a day and over forty in a week. Given that PTRs are hired for schedules of less than eight hours in a day and forty hours in a week, the likelihood of reaching these overtime limits will depend on the schedule of hours assigned and the fluctuations of the workload. Note that hours worked by PTRs beyond their scheduled assignments but less than eight hours in a day and forty hours in a week are paid at the straight time rate. Additionally, PTRs are also subject to the payment of Penalty Overtime when the ten-hour per day and fifty-six hour per week limits are exceeded. Clearly, however, the nature of a PTR assignment is such that these limits should be reached only in the most unusual circumstances. We should anticipate that repeated scheduling beyond the assignment's hours of duty will result in union challenges.

PTRs are not eligible to sign the Overtime Desired List.

Additionally, PTRs are subject to FLSA regulations. Determination of the FLSA work week is accomplished by considering the PTR's normal starting time as if it were a Saturday service day, regardless of what day it actually is, and calculating a time eight hours prior to that; in no event, however, will the FLSA starting time be earlier than 8:00 p.m. on Friday.

PTRs are not eligible for Out Of Schedule Premium. In Step 4 Grievance H4C-3U-C 3053, filed regarding out of schedule pay for PTRs, the parties agreed that they were not entitled to overtime pay until the work they performed exceeded eight hours in a day or forty hours in a week.

They are subject to the work hour guarantees contained in Article 8.8. In offices of 200 or more man years of employment, that guarantee is four hours on any day that they are requested or scheduled to work; in offices of less than 200 man years, the guarantee is two hours. Additionally, they are guaranteed four hours if called in outside their normal schedule, unless they continue working into or from that scheduled tour of duty.

PTRs are to be scheduled for holiday work within their category. As with full-time regulars, the contract calls for as many PTRs as can be spared to be excused from holiday work, and precludes their mandatory scheduling unless all casuals and PTFs are scheduled, even if they are in an overtime status. Furthermore, PTRs with the needed skills are to be given the opportunity to volunteer for work on the holiday or designated holiday prior to mandating full-time regulars or other PTRs.

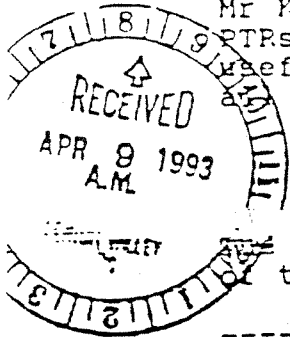
In Step 4 Grievance H4C-4F-C 10235, the parties agreed that PTRs on light duty would be offered the opportunity to work on a holiday in keeping with the Article 11 procedures, and that their medical restrictions and ability to perform the duties available on that day would be factors in their selection.

These employees are eligible for Holiday Worked Pay for all hours that they actually work on the holiday or designated holiday; this would include Christmas worked pay. Their eligibility for Holiday Leave Pay, however, is based upon their work schedules. If the PTR is normally scheduled to work five days per week, he/she is eligible for holiday leave pay for the number of hours of their normal schedule.

However, PTRs scheduled for less than five days receive Holiday Leave Pay only if the holiday actually falls on their scheduled work day. The union withdrew Step 4 Grievance B8C-5B-C 14281 which challenged this limitation. A Memorandum of Understanding negotiated in 1984 extended to PTRs the Holiday Scheduling Premium due to full-time regulars for the improper posting of holiday schedules.

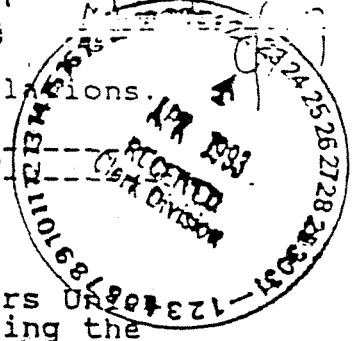
To: Ronald M. Campbell at USPS-HQ, Jeanette M. Cooper at USPS-HQ,
Henry A. Pankey at USPS-HQ, Robert L. Payne at USPS-HQ, Thomas K. Ranft at
USPS-HQ, Diane M. Regan at USPS-HQ, Robert J. Sheehan at USPS-HQ,
Don M. Spatola at USPS-HQ, BUFORD WHITE at SSWGATE
cc: Gerald K. Kubota at USPS-HQ
Subject: Usage of PTRs in the Clerk Craft

----- Message Contents -----
Mr Kubota requested that I forward this material regarding
PTRs to you ASAP because he thought you might find it
useful. We originally sent this message out via E-Mail to
all of our P&D Plant Managers.



cc MGR P&D JFV

The material was prepared through the courtesy
of the offices of Bill Downes, Headquarters Labor Relations.



Changing operational conditions and several recently negotiated agreements with the American Postal Workers Union have occasioned the need to revisit questions regarding the hiring of part-time regular (PTR) clerk craft employees. To facilitate that review, the following analysis of PTR usage issues is provided.

The increase flexibility provided under Article 7.3A offers the opportunity to take a fresh look at additional reliance on PTR employees in the clerk craft, an opportunity that was not present before the allowable percentage of part timers was doubled and the calculation was restricted to clerk bargaining units only. The information below constitutes an overview of issues relating to the hiring and use of PTRs in the clerk craft.

SCHEDULING

PTRs are career hourly rate employees who work a regular, but part-time, schedule. They are particularly well-suited for job assignments which must be performed on a daily basis but which predictably require less than eight hours for completion on any given day. Possible uses would include window assignments, automation, manual distribution tasks; in short, any assignment that requires, on a consistent basis, less than eight hours per day of work.

COPIES:

PTRs are to be hired in accordance with established procedures and assigned to regular schedules of less than eight hours in a service day and less than forty hours in a service week. Their service week begins at 12:01 AM on Saturday and their service day is the calendar day on which the majority of their work is scheduled. In Grievance HBV-1E-C 26053, involving the Maintenance craft, the parties agreed that the posting of PTR schedules with six day service weeks did not constitute a violation of the Agreement; the basic scheduling rules stated above apply to all crafts.

- V. BURTON
- B. TRILLI
- R. WORRICH
- P. CONRAD
- G. MCNAMARA
- R. DECH
- R. TURGEON
- J. WAGNER
- SUZANNE

In keeping with their "regular" status, PTRs' schedules should not be altered on a day-to-day or week-to-week basis. They are normally to be worked within the schedules for which they are hired. However, PTRs can be permanently

scheduled for any number of days. There is no minimum number of hours for which they can be scheduled except as provided in the preceding paragraph, and they can occasionally be required to work beyond their scheduled hours of duty. While arbitral authority supports each of these conclusions, care should be taken not to extend PTRs' work hours on a regular or frequent basis.

Their category and the normally scheduled hours of duty, in whole hour increments, for which they were hired are established on their Form 50, recorded in Blocks 66 and 67. However, as operational experience and needs change over time, there is no requirement that PTR assignments be reposted in order to make permanent changes in their hours, Designated Days Off, or duties. Again, while a series of National and Regional arbitration decisions affirm Managements's right to permanently change the hours of a PTR schedule, such changes should not be made on a day-to-day or week-to-week basis. Changes in their hours are accomplished through entry on their Form 50, in blocks 79 and 80. (APWU was unsuccessful in its attempt in 1987 negotiations to obtain contract language that would require reposting when such hour changes were made.)

There is a limited record of disputes between the parties regarding the type of assignments that PTRs can perform. The parties agreed in Step 4 Grievance H1C-5L-C 23764, challenging the use of PTRs in pool and relief assignments, that such assignments were to be filled by full-time regulars. No other Step 4 grievances or arbitrations were discovered which relate to limiting the use of PTRs on particular type of assignments.

Seniority for PTRs is established as of the date of their appointment in the craft and level, and it continues to accrue so long as service in the craft, level and installation is uninterrupted. If a PTR applies for change to PTF or regular status and the request is approved, the PTR would be reassigned to the foot of the PTF roster and would begin a new period of seniority; this action is treated as a reassignment, not a promotion. Only if no PTF positions exist at the installation could a PTR be changed directly to full-time status; the new period of seniority would still apply. However, so long as the employee has already completed his/her probationary period, no new probationary period need be served in any of the above scenarios.

Vacant PTR positions are posted for bid by currently-qualified PTRs in the same level as the vacancy. PTRs who qualified on a particular skill requirement, such as a scheme or a keyboard speed, within two years prior to the posting of a PTR vacancy requiring that same skill requirement are deemed to have a live record and are, therefore, considered to be currently qualified; that live record period is extended to five years if the PTR vacancy is to one of the positions listed in Article 37.3F7. Finally, PTRs are not permitted to bid for full-time clerk positions.

If full-time or PTF clerks request reassignment to a residual PTR vacancy, and such request is granted, that employee must begin a new period of seniority.

Unless the parties negotiate other frequencies at the local level, the installation head must post the PTR seniority

basis.

In keeping with Article 7.1B1, casuals cannot be employed in lieu of PTRs. However, in Case S7C-3R-C 15923, Arbitrator Marlatt ruled that no requirement existed to utilize PTRs at the straight-time rate before assigning work to casuals. The cross craft provisions of Article 7.2B, relating to insufficient work, and of Article 7.2C apply to PTRs to the extent of their schedules.

Note that the lay-off provisions of Article 6, the reassignment procedures in Article 12.5, and the light duty provisions of Article 13 apply to PTRs as a separate category.

OVERTIME/HOLIDAY SCHEDULING/RATES OF PAY

PTRs are eligible for Postal Overtime for hours worked over eight in a day and over forty in a week. Given that PTRs are hired for schedules of less than eight hours in a day and forty hours in a week, the likelihood of reaching these overtime limits will depend on the schedule of hours assigned and the fluctuations of the workload. Note that hours worked by PTRs beyond their scheduled assignments but less than eight hours in a day and forty hours in a week are paid at the straight time rate. Additionally, PTRs are also subject to the payment of Penalty Overtime when the ten hour per day and fifty-six hour per week limits are exceeded. While no prohibition prevents PTRs from reaching the above limits, we should anticipate that repeated scheduling beyond the assignment's hours of duty will result in Union challenges.

PTRs are not eligible to sign the Overtime Desired List.

Additionally, PTRs are subject to FLSA regulations. Determination of the FLSA work week is accomplished by considering the PTR's normal starting time as if it were a Saturday service day, regardless of what day it actually is, and calculating a time eight hours prior to that; in no event, however, will the FLSA starting time be earlier than 8:00 PM on Friday.

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PTRs are to be scheduled for holiday work within their category. As with full-time regulars, the contract calls for as many PTRs as can be spared to be excused from holiday work, and precludes their mandatory scheduling unless all casuals and PTFs are scheduled, even if they are in an overtime status. Furthermore, PTRs with the needed skills are to be given the opportunity to volunteer for work on the

regulars or other PTRs.

In Step 4 Grievance H4C-4F-C 10235, the parties agreed that PTRs on light duty would be offered the opportunity to work on a holiday in keeping with the Article 11 procedures, and that their medical restrictions and ability to perform the duties available on that day would be factors in their selection.

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Well, that's it! Hopefully this will assist you with your current efforts aimed at identifying and filling those positions which are most suited for PTRs. If there are any comments, questions etc. concerning this material, please leave me E-Mail here or contact me on PEN (303) 391-5105; Cellular (303) 898-0064; or SKYTEL PAGER 1-800 998-9492.

As for right now

I'M OUTTA HERE

MIKE

American Postal Workers Union, AFL-CIO

Telephone
(202) 842-4233

Memorandum

1300 L Street, NW
Washington, DC 20005

From the Office of CLIFFORD J. GUFFEY
Assistant Director, Clerk Division

June 30, 1993

TO: James E. Fouts

RE: REQUEST FOR INTERPRETIVE REVIEW
H90C-4H-C--93-17052
Riviera Beach, FL

At your request, the above captioned grievance was reviewed by the Arbitration Committee. The Committee agreed that this grievance is not interpretive.

You have requested an interpretation of Article 12.D. The specific issue asked to be interpreted is:

"Can management move PTR's from one installation to another, or one section to another section without the use of Article 12.D and relevant sections."

1. If movement of PTR's permanent schedule crossed sections Article 12, Section 5.D could have been violated.
2. Part Time Regular Hours can be used to demonstrate a full time duty assignment. Article 37, Section 1, Article 37, Section 3 and Article 7, Section 3.B may be violated.
3. Why and for how long were PTRs from annex and another station at Riviera Beach? Did these PTRs have bid jobs at annex and/or other stations. Was their move temporary or permanent. Their jobs may or may not require reposting to Riviera Beach, depending on facts, this would require excessing.

As there is no interpretive issue, this case will not be referred to Step 4.

CJG:sec
opeiu #2
afl-cio

cc: Director Industrial Relations
Regional Coordinator
files

REQUEST FOR STEP 4 INTERPRETIVE REVIEW

DATE: June 2, 1993

Thomas A. Neill, Director
Industrial Relations Division
American Postal Workers Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005

Dear Brother Neill:

H90C-4H-C 93-17052
93-33899
RB0192

This is a request for interpretive review of Case # RB0192

This case was certified for regional arbitration on 5/27/93

pending review. The file is attached.

The specific Contract Article or Handbook Provision to be interpreted is: Article 12 - D

The specific issue to be interpreted is: Can management move PTR's from one installation to another, or one section to another section without the use of Article 12 - D and relevant sections.

I believe this issue is interpretive because: Management determines where to place part-time regulars and must follow Article 12 if no longer needed in that particular unit, section, etc. We have no graphs or time cards to support making a full-time position.

Yours in union solidarity,
National Business Agent

James E. Fouts

(Print Name)

TAN:jmg
cpeiu#2
afl-cio



LABOR RELATIONS

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

March 16, 1994

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

Dear Bill:

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

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

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

Sincerely,

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



LABOR RELATIONS

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

March 17, 1994

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

Dear Bill:

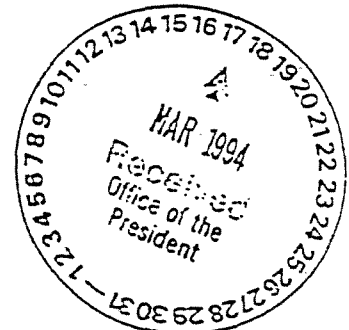
This letter is in reference to our discussions regarding the scheduling of part-time regulars (PTRs) and my March 16 correspondence on the same subject.

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

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

Sincerely,

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



UNITED STATES POSTAL SERVICE

Southeast Area Office

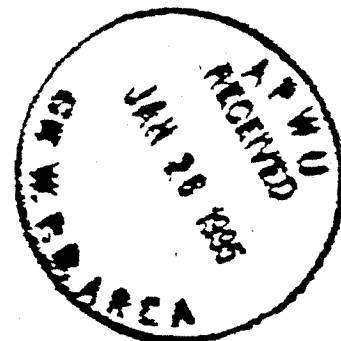
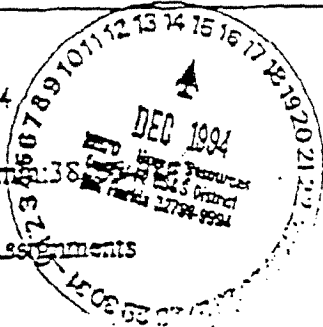
Form Numbered Envelope

Memorandum Form 3616-001

DATE: December 14, 1994

OUR REF: SE41:HA:Admin:TC:m...38

SUBJECT: PTR Clerk Craft Assignments



TO: Managers, Human Resources (District)

It has come to my attention that several offices in the Southeast Area are filling part-time regular clerk craft assignments contrary to the provisions of Article 37 of the National Agreement. Article 37.2.E.2. states "Vacant part-time regular assignments shall be posted for bid to part-time regular employees in the same salary level who are currently qualified." This provisions requires that the part-time regular must be currently qualified in order to be eligible to bid for a vacant part-time regular assignment. It appears that some offices have been allowing part-time regular clerks to bid for assignments for which they are not qualified, enter a deferment period, and receive training for the assignment. There is no provision for additional training of a part-time regular.

Additionally, there may be some confusion as to the procedure for a full-time regular or part-time flexible clerks who requests reassignment to a residual part-time regular vacancy. While such requests must be given consideration by the employer, these requests are not to be considered bids and seniority is not a determining factor. There is no priority established by the agreement for career employees over new hires for PTR residual vacancies. There is no deferment period provided to an employee who is reassigned to part-time regular assignments. Part-time regular assignments in the clerk craft should be filled in accordance with the following:

1. Initial vacancy in an installation:

Consideration given to full-time regular and PTF clerks who request to be reassigned or by new hire.

2. Vacant or newly established PTR assignments:

Posted for bid to all PTR clerks who are in the same salary level and are currently qualified for the vacant assignment. Article 37, Sections 2.E.4. and 5, along with Section 3.F.7., determines current qualifications.

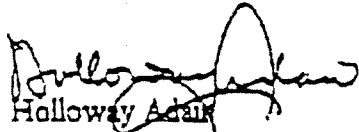
3. Residual PTR vacancy:

Consideration of full-time and PTF clerks who have requested to be reassigned-or by new hire.

NOTE: Remember part-time regular assignments are not reposted due to a change in hours, off days or duties.

It is hoped that this letter will be of assistance to you in the filling of PTR clerk craft assignments. If you have any questions or comments concerning any of the above, please contact Tom Collins at 404/792-3019 or me at 901/747-7220.

Your cooperation is appreciated.



Holloway Adair
Labor Relations Specialist (Area)

cc: Sr. Labor Relations Specialists
Southeast Area Office Labor Reps

RECEIVED
SEP 05 1995
POSTMASTER
CLEARWATER, FL

To All Associate Office Postmasters

Below are a number of comments that address some of the most frequently asked questions about Part-Time Regulars (PTR). This is not intended to cover all situations that could occur. Therefore, it is recommended that you contact Labor Relations with any questions you may have that are not herein addressed:

- PART-TIME REGULARS (PTR) ARE CAREER HOURLY RATE EMPLOYEES THAT WORK THEIR REGULAR BUT PART-TIME SCHEDULE.
- THEY MAINTAIN A REGULAR STATUS WITH THEIR SCHEDULE ON A DAY-TO-DAY OR WEEK-TO-WEEK BASIS. IN KEEPING WITH THEIR 'REGULAR' BASIS, PTR SCHEDULES SHOULD NOT BE ALTERED ON A DAY-TO-DAY OR WEEK-TO-WEEK BASIS. THEY ARE NORMALLY TO BE WORKED WITHIN THE SCHEDULE FOR WHICH THEY ARE HIRED.

→
NALC.

- PTR CAN BE PERMANENTLY SCHEDULED FOR ANY NUMBER OF DAY(S) PER WEEK FROM ONE TO FIVE (STEP 4 H4N-5G-C 3573 -- A PTR NORMAL WORK WEEK IS FIVE SERVICE DAYS; HOWEVER, MANAGEMENT IS NOT PROHIBITED FROM USING THEM ON SIX DAYS SHOULD THE NEED ARISE.)
- THEY ARE SUBJECT TO THE WORK HOUR GUARANTEE CONTAINED IN ART. 8. IN OFFICES OF 200 OR MORE MAN YEARS, THAT GUARANTEE IS FOUR HOURS; IN OFFICES OF LESS THAN 200 MAN YEARS, THE GUARANTEE IS TWO HOURS. THEY ARE GUARANTEED FOUR HOURS IF CALLED IN OUTSIDE OF THEIR NORMAL SCHEDULE UNLESS THEY CONTINUE WORKING INTO OR FROM THEIR SCHEDULED TOUR OF DUTY.

PTR'S ARE GUARANTEED FOUR HOURS ON A CALL BACK.

- THEY CAN BE OCCASIONALLY REQUIRED TO WORK PAST THEIR SCHEDULED HOURS OF DUTY.
- ANY HOURS WORKED OVER THEIR NORMAL ASSIGNMENT, BUT LESS THAN 8 HOURS DAY OR 40 HOURS A WEEK ARE PAID AT THEIR STRAIGHT TIME RATE. THEY ARE ALSO SUBJECT TO PENALTY OVERTIME WHEN THE TEN HOUR PER DAY AND FIFTY SIX HOUR PER WEEK LIMITS ARE EXCEEDED. THE VERY NATURE OF A PTR ASSIGNMENT IS SUCH THAT THESE LIMITS SHOULD BE REACHED ONLY IN THE MOST UNUSUAL CIRCUMSTANCES.
- PART TIME REGULARS ARE NOT ELIGIBLE TO SIGN UP ON THE OTDL.
- PART TIME REGULARS ARE NOT ENTITLED TO OUT-OF-SCHEDULE PREMIUM.
- THEIR CATEGORY AND THEIR NORMALLY SCHEDULED HOURS OF DUTY INCLUDED IN THEIR FORM 50. AS OPERATIONAL NEEDS CHANGE OVER TIME, THERE IS NO REQUIREMENT THAT PTR ASSIGNMENTS BE REPOSTED IN ORDER TO MAKE A PERMANENT CHANGE IN THE HOURS, NON-SCHEDULE DAYS, OR DUTIES BUT

SHOULD BE VERY INFREQUENT. THE CHANGES IN THEIR HOURS MUST BE ACCOMPLISHED THROUGH THEIR FORM 50.

- THE LAYOFF PROVISIONS OF ART. 6, THE REASSIGNMENT PROCEDURES IN ART. 12 AND THE LIGHT DUTY PROVISIONS OF ART. 13 APPLY TO PART TIME REGULARS AS A SEPARATE CATEGORY.
- PART TIME REGULARS ARE SCHEDULED FOR HOLIDAY WORK WITHIN THEIR CATEGORY. AS WITH FTR, THE CONTRACT CALLS FOR AS MANY PTR'S AS CAN BE SPARED TO BE EXCUSED FROM HOLIDAY WORK AND PRECLUDED THEIR MANDATORY SCHEDULING UNLESS ALL CASUALS AND PTF'S ARE SCHEDULED, EVEN IF THEY ARE IN AN OVERTIME STATUS.
- THEY ARE ELIGIBLE FOR HOLIDAY WORK PAY FOR ALL HOURS THAT THEY ACTUALLY WORKED ON THE HOLIDAY OR DESIGNATED HOLIDAY, INCLUDING CHRISTMAS WORK PAY.
- THE PTR'S ELIGIBILITY FOR HOLIDAY LEAVE PAY IS BASED UPON THEIR WORK SCHEDULE. IF PTR IS NORMALLY SCHEDULED TO WORK 5 DAYS A WEEK, THEY ARE ELIGIBLE FOR HOLIDAY PAY FOR THE NUMBER OF HOURS OF THEIR NORMAL SCHEDULE. HOWEVER, IF PTR'S SCHEDULE IS FOR LESS THAN 5 DAYS A WEEK, THEY WILL RECEIVE HOLIDAY LEAVE PAY ONLY IF THE HOLIDAY ACTUALLY FALLS ON THEIR SCHEDULED WORK DAY.
- PTR ACCRUE SICK LEAVE AND ANNUAL LEAVE IN PROPORTION TO THEIR NORMAL SCHEDULE. AS AN EXAMPLE, A FTR WORKING 80 HOURS IN A PAY PERIOD, RECEIVES 4 HOURS OF SL. IF A PTR'S SCHEDULE CONSISTS OF WORK OF 4 HOURS A DAY, RESULTING IN 40 HOURS IN A PAY PERIOD, THEY WOULD RECEIVE TWO HOURS OF SICK LEAVE CREDIT.
- A PTR RECEIVES INSURANCE AND RETIREMENT BENEFITS.
- IN OFFICES OF 200 OR MORE MAN YEARS, WHEN CALCULATING THE 88-12' COMPLEMENT, PTR'S ARE COMBINED WITH THE PTF TO ESTABLISH THE PART-TIME COMPLEMENT.
- SENIORITY OF PTR'S ARE ESTABLISHED AS OF THE DATE OF THEIR APPOINTMENT IN THE CRAFT AND LEVEL AND CONTINUES TO ACCRUE AS LONG AS SERVICE IN THE CRAFT, LEVEL, AND INSTALLATION IS UNINTERRUPTED. IF A FTR OR PTF REQUEST REASSIGNMENT TO A RESIDUAL PTR ASSIGNMENT, AND IF REASSIGNED, - THE EMPLOYEE BEGINS A NEW PERIOD OF SENIORITY.
- IF PTR APPLIES FOR CHANGE TO PTF OR REGULAR STATUS AND THE REQUEST IS APPROVED, THE PTR WOULD BE REASSIGNED A NEW PERIOD OF SENIORITY. THIS ACTION IS CONSIDERED A REASSIGNMENT, NOT A PROMOTION. ONLY IF NO PTF POSITIONS EXIST AT THE INSTALLATION, COULD A PTR BE CHANGED DIRECTLY TO FULL-TIME STATUS. THE NEW PERIOD OF SENIORITY WOULD STILL APPLY. IF EMPLOYEE HAS ALREADY COMPLETED THEIR PROBATION, THERE IS NO NEW PROBATIONARY PERIOD.
- UNLESS THE PARTIES NEGOTIATE OTHER FREQUENCIES AT THE LOCAL LEVEL, THE INSTALLATION HEAD MUST POST THE PTR SENIORITY LIST AND PROVIDE A COPY TO THE LOCAL UNION ON A SEMI-ANNUAL BASIS.

- A PTR WHO WORKS EIGHT HOURS A DAY, FIVE DAYS A WEEK, OVER A SIX MONTH PERIOD DEMONSTRATES THE NEED FOR A FULL TIME POSITION.



Q. & A.

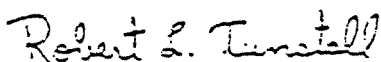
on
Article
37
Clerk
Division

**THE AMERICAN
POSTAL WORKERS
UNION, AFL-CIO**

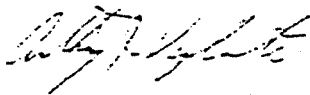
Attached are Joint Questions and Responses to matters raised in the application of Article 37, including but not limited to, all collective bargaining agreements between the United States Postal Service and the American Postal Workers Union, AFL-CIO. Also considered in this document are all Memorandum of Understanding between the parties and the accepted application of the agreement.

The parties agree that these Questions and Responses constitute the agreement of the parties as to the interpretation and the related application of Article 37 of the 1994 National Agreement.

The parties also agree that any reference cited herein is cited for informational purposes only.



Robert L. Tunstall
Director, Clerk Craft
American Postal Workers
Union, AFL-CIO
12/12/95



Anthony J. Vegliante
Manager
Contract Administration
APWU/NPMHU
12/12/95

-
1. Does the term "craft group" include all senior and best qualified clerk craft positions?

Response: Yes.

Section: I.A

-
2. Are all positions which include "clerk" in the title included in the clerk craft group?

Response: No. There are several positions such as Maintenance Control Clerk, Administrative Clerk VMF, General Clerk VMF, etc., which are not clerk craft positions.

Section: I.A

-
3. Are the terms "duty assignment" and "position" interchangeable?

Response: No. The definition of "duty assignment" is unambiguous and states in part "within recognized positions." For example, there is only one Distribution Clerk, Machine, MPLSM, PS-6, SP-2-633 position, while the duty assignments number in the thousands. There are, however, many instances in which the terms have been used interchangeably.

Section: I.B

-
4. Does the term "duty assignment" apply to part-time regular assignments?

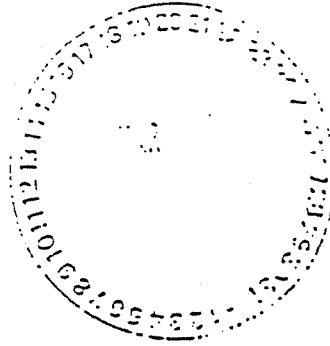
Response: Yes.



MAR 15 '95

March 13, 1995

SUBJECT: Labor Relations



	ACTION	INFO
✓ DISTRICT MGR	✓	✓
✓ MGR FINANCE	✓	✓
✓ PM PORTLAND	✓	✓
✓ MGR CS SUPP	✓	✓
✓ MGR OP SUPP	✓	✓
✓ MGR ADMIN SVC	✓	✓
✓ MGR HUM RES	✓	✓
✓ MGR INFO SYS	✓	✓
✓ MGR TRAINING	✓	✓
✓ MGR SALES	✓	✓

MEMORANDUM FOR: District Managers
Senior Plant Managers
EMC Managers

Senior APWU officials and Western Area management met to discuss several issues on Thursday, February 23. There were two issues raised, my position on which I share with you for direction:

1) Part-Time Regular employees are to be assigned regular schedules of less than forty (40) hours in a service week. These schedules represent a commitment by management that must be honored. Incidents of Part-Time Regular employees working other than their regular schedule or hours in addition to the regular schedule should be extremely rare.

is alleged we have Part-Time Regular employees consistently working forty (40) or more hours per week in violation of their appointment agreement. If so, this is a practice that must be stopped. Where management is unable to honor the hiring or appointment agreement for a Part-Time Regular employee schedule, management should reconsider maintaining the PTR position.

This is particularly critical where management may have reverted a regular Full-Time position and replaced it with a Part-Time Regular schedule employee. It is unacceptable to allow a Part-Time Regular employee to work beyond his or her schedule in order to perform the work of a Full-Time position that has been reverted.

2) Grievance and arbitration decisions - your ability to influence the outcome of a particular grievance ends when a grievance decision or arbitration decision has been rendered. Thereafter, you are expected to comply with the grievance or arbitration decision. Arbitration awards and grievance decisions that are clear and unambiguous must be implemented as soon as possible after receipt of the decision. It is expected such decisions would be implemented within thirty (30) days of receipt. Further, in the event of uncertainty as to the implementation requirements of any arbitration or grievance decision, you should immediately seek implementing instructions from this office.

Labor Relations
March 13, 1995
Page Two

It is unacceptable to use the occasionally ambiguous language of an arbitration or grievance decision to avoid timely implementation of the spirit and intent of the award. Further, instances where a grievance decision or arbitration award might be reversed or vacated are extremely rare. Again, your ability to influence grievance decisions and arbitration awards exists before the award or decision is reached, not after.

I refer you to my memo of July 19 where I expressed my expectations in several areas including Labor Management Relations (see page 3 of 07/19/94 memo). The following is excerpted:

"Further, I briefly mentioned my understanding that there were many areas of labor management relations where labor and management legitimately have different agendas and different interpretations of the same arbitration, national agreement, memo, etc. I know and accept that these differences are a natural result of our labor management climate. But, there are several areas where a black and white interpretation of our management responsibility to the craft and management association leadership has been provided. I do not appreciate nor will I tolerate "playing games" with these subjects which have been rehashed to a point of mutual understanding."

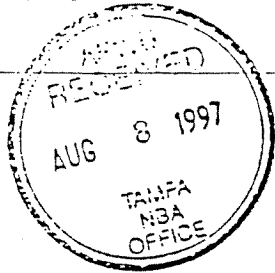
I consider these issues regarding Part-Time Regular schedules and compliance with grievance or arbitration decisions to be excellent examples of the above philosophy. Call me with any questions. We will discuss this matter further at our March 29 - 30 meeting in Denver.



Craig G. Wade
Vice President, Area Operations

Distribution: Walter Olsen, Manager, Operations Support- Western Area
Donna Galloway, Manager, Human Resources - Western Area
Manager, Human Resources - All Districts
Raydell Moore, Regional Coordinator, APWU, AFL-CIO
Paul Davis, NBA, NALC, AFL-CIO
John Kelly, NBA, NALC, AFL-CIO
Gary Mullins, NBA, NALC, AFL-CIO
Richard Siu, Regional Director, MH, AFL-CIO
Thomas Young, NBA, NALC, AFL-CIO

CGW:ba



DATE: AUGUST 8, 1997

SOUTHEAST AREA GRIEVANCE
CAD CODE: 37.0000 / 17.0000
AAC A

H94C-1H-C 97069458 DIST 339
03/31/97 97075
CARPLUS D
FT MYERS FL 33913-9997

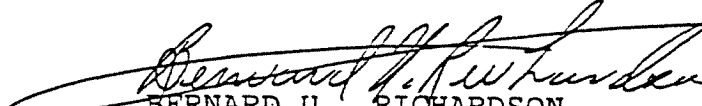
MR. J. FOUTS/R. ERSKINE,
NATIONAL BUSINESS AGENT
AMERICAN POSTAL WORKERS UNION,
AFL-CIO

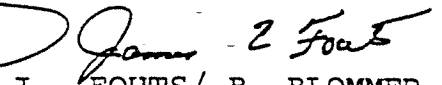
DEAR MR. FOUTS/ERSKINE:

THIS IS TO CONFIRM THE DISPOSITION OF THE SUBJECT STEP 3 GRIEVANCE
APPEAL WHICH WAS DISCUSSED THIS DATE.

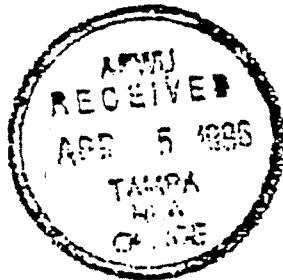
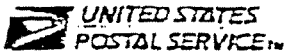
THE PARTIES AGREED AT STEP 3, THAT BASED ON THE INFORMATION PRESENTED
AND CONTAINED IN THE FILE, ON A NON-PRECEDENT, NON-CITIALE BASIS, THAT
WHILE THERE IS NO OFFICIAL RECORDS IN THE GRIEVANCE FILE TO INDICATE IF
THE GRIEVANT VOLUNTEERED FOR CONVERSION TO A FULL TIME POSITION, AND
THAT THERE IS NO PROVISIONS IN THE CONTRACT TO CONVERT THE GRIEVANT, A
PTR TO A FULL TIME DUTY ASSIGNMENT FROM A PTR, AND BASED ON THE FACT
THAT THE GRIEVANT HAD SUPER SENIORITY AS A STEWARD ON TOUR 3, THE
GRIEVANT SHOULD HAVE NOT BEEN REMOVED FROM TOUR 3. SINCE THE FILING OF
THIS GRIEVANCE, THE PARTIES HAVE LEARNED THAT THE GRIEVANT HAS RETURNED
TO TOUR 3. THEREFORE, THE PARTIES AT STEP 3 AGREED THAT NOW THAT THE
GRIEVANT HAS RETAINED HIS SUPER SENIORITY AS-A STEWARD IN ACCORDANCE
WITH ARTICLE 17.3, THE ISSUE IS NOW CONSIDERED MOOT. THIS AGREEMENT
DOES NOT PROVIDE FOR ANY OUT OF SCHEDULE PAY OR BACK PAY IN ANY FORUM.

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


BERNARD U. RICHARDSON
LABOR RELATIONS SPECIALIST


J. FOUTS/ B. BLOMMER
AMERICAN POSTAL WORKERS UNION

cc: POSTMASTER: FORT MYERS, FL.
DIST. MGR: TAMPA, FL.



DATE: APRIL 05, 1996

SOUTHEAST AREA GRIEVANCE
CAD CODE: 37.0000
AAC A

H94C-TH-C 96030245 DIST 342
02/05/96 52047
CLASS ACTION
MANASOTA FL 34260-9998

MR. J. FOUTS/R. ERSKINE,
NATIONAL BUSINESS AGENT
AMERICAN POSTAL WORKERS UNION,
AFL-CIO

DEAR MR. FOUTS/ERSKINE:

THIS IS TO CONFIRM THE DISPOSITION OF THE SUBJECT STEP 3 GRIEVANCE
APPEAL WHICH WAS DISCUSSED THIS DATE.

THE PARTIES AGREED AT STEP 3, THAT BASED ON THE INFORMATION AND FACTS
PRESENTED AND CONTAINED IN THE FILE, THAT MANAGEMENT WILL POST ALL
NEWLY CREATED DUTY ASSIGNMENTS IN ACCORDANCE WITH ARTICLE 37, SECTION 3
A.1. PTRS ARE HIRED INTO RESIDUAL VACANCIES.

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

BERNARD U. RICHARDSON
LABOR RELATIONS SPECIALIST

J. FOUTS/ R. ESKRINE
AMERICAN POSTAL WORKERS UNION

cc: POSTMASTER: MANASOTA, FL.
DIST. MGR: TAMPA, FL.



DATE: JUNE 21, 1996

SOUTHEAST AREA GRIEVANCE
CAD CODE: 37.0000
AAC A

H94C-4H-C 96049652 04/09/96
CLASS ACTION
DEERFIELD BEACH, FL. 33441-9998
D96106

MR. J. FOUTS/R. ERSKINE,
NATIONAL BUSINESS AGENT
AMERICAN POSTAL WORKERS UNION,
AFL-CIO

DEAR MR. FOUTS/ERSKINE:

THIS IS TO CONFIRM THE DISPOSITION OF THE SUBJECT STEP 3 GRIEVANCE
APPEAL WHICH WAS DISCUSSED THIS DATE.

THE PARTIES AGREED AT STEP 3, THAT BASED ON THE INFORMATION AND FACTS
PRESENTED AND CONTAINED IN THE FILE, THAT PTRS WILL NORMALLY WORK THEIR
ASSIGNED SCHEDULED IN ACCORDANCE WITH THE DOWNS-BURRUS SIGN OFF.

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

Bernard U. Richardson *J. Fouts / R. Erskine / R. Bloomer*
BERNARD U. RICHARDSON J. FOUTS/ R. ERSKINE / R. BLOOMER
LABOR RELATIONS SPECIALIST AMERICAN POSTAL WORKERS UNION

cc: POSTMASTER: DEERFIELD BEACH, FL.
DIST. MGR: ORLANDO, FL.



DATE: AUGUST 23, 1996

SOUTHEAST AREA GRIEVANCE
CAD CODE: 11.7000
AAC A

MR. J. FOUTS/R. ERSKINE,
NATIONAL BUSINESS AGENT
AMERICAN POSTAL WORKERS UNION,
AFL-CIO

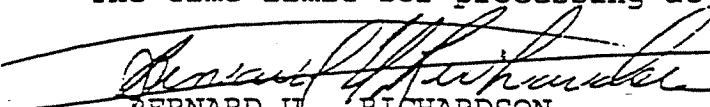
H94C-1H-C 96067395 DIST 336
05/31/96 0110968P02
HOPPER D
TAMPA FL 33630-9511

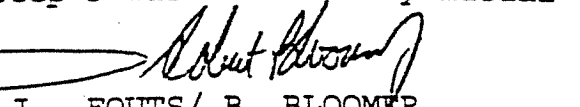
DEAR MR. FOUTS/ERSKINE:

THIS IS TO CONFIRM THE DISPOSITION OF THE SUBJECT STEP 3 GRIEVANCE
APPEAL WHICH WAS DISCUSSED THIS DATE.

THE PARTIES AGREED AT STEP 3, THAT BASED ON THE INFORMATION PRESENTED
AND CONTAINED IN THE FILE, THAT MANGEMENT WILL REFRAME FROM SCHEDULING
PTR'S FOR EIGHT (8) HOURS DURING HOLIDAY SCHEDULING.

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


BERNARD U. RICHARDSON
LABOR RELATIONS SPECIALIST


J. FOUTS/B. BLOOMER
AMERICAN POSTAL WORKERS UNION

cc: POSTMASTER: TAMPA, FL.
DIST. MGR: TAMPA, FL.



DATE: NOVEMBER 29, 1996

SOUTHEAST AREA GRIEVANCE
CAD CODE: 37.0000

AAC A

MR. J. FOUTS/R. ERSKINE,
NATIONAL BUSINESS AGENT
AMERICAN POSTAL WORKERS UNION,
AFL-CIO

H94C-1H-C 97018614 10/28/96
CLASS ACTION
FORT MYERS, FL. 33913-9997
96071

DEAR MR. FOUTS/ERSKINE:

THIS IS TO CONFIRM THE DISPOSITION OF THE SUBJECT STEP 3 GRIEVANCE
APPEAL WHICH WAS DISCUSSED THIS DATE.

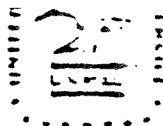
THE PARTIES AGREED AT STEP 3, THAT BASED ON THE INFORMATION PRESENTED
AND CONTAINED IN THE FILE, IN THIS CASE THE FACTS ARE NOT REFUTED BY
THE EMPLOYER. THE PARTIES AGREED AT STEP 3, THAT IN ORDER TO RESOLVE
THIS GRIEVANCE, MANAGEMENT FROM THIS DATE FORWARD, WILL NOT ALLOW ANY
CLERKS WHO HAVE BEEN APPROVED A CHANGE OF SCHEDULE ON PS FORM 3189 WILL
NOT BE REQUIRED TO WORK MANDATORY OVERTIME, NOR WILL THEY BE CONSIDERED
AVAILABLE FOR ANY OVERTIME ASSIGNMENT. THERE WILL BE NO PROVISIONS FOR
PAY IN THIS AGREEMENT.

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

Bernard U. Richardson *J. Fouts / B. Bloomer*
BERNARD U. RICHARDSON J. FOUTS/ B. BLOOMER
LABOR RELATIONS SPECIALIST AMERICAN POSTAL WORKERS UNION

cc: POSTMASTER: FORT MYERS, FL.
DIST. MGR: TAMPA, FL.

*Also was to mean no hours beyond
the normal scheduled for FTR'S.
JLB*



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

RECEIVED IN THE OFFICE OF

October 22, 1982

OCT 25 1982

JAMES L ADAMS

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

ARTICLE	8
SECTION	4 B
SUBJECT	Full Time Pia

Re: APWU Local
Houston, TX 77002
HBT-3U-C 23227
A8-S-2944

Dear Mr. Adams:

On October 12, 1982, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1978 National Agreement.

The question raised in this grievance involved out-of-schedule overtime pay for part-time regular employees.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. We also agreed to close this case based on our understanding that inasmuch as part-time employees are excluded from out-of-schedule overtime pay provisions, a violation did not occur in this case.

Please sign a copy of this letter as your acknowledgment of agreement to close this case.

Sincerely,

Margaret E. Oliver
Labor Relations Department

James I. Adams
Assistant Director
Maintenance Division
American Postal Workers Union,
AFL-CIO



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

ARTICLE 8
SECTION 3
PART TIME REGULAR
SIX DAY ASSIGNMENT

NOV 1 1985

Mr. Halline Overby
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

Re: B. Roth
Ventura, CA 93001
H4N-5G-C 3573

Dear Mr. Overby:


On October 21, 1985, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.


The issue in this grievance is whether scheduling part-time regular employees for a six-day workweek violates the National Agreement.

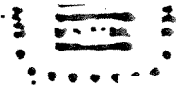
During our discussion, we mutually agreed that the employees' normal workweek is five (5) service days; however, management is not prohibited from using them on six (6) days should the need arise.

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

Sincerely,


Margaret H. Oliver
Labor Relations Department


Halline Overby
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO



MAY 29 1980

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

May 28, 1980

Mr. James Adams
Administrative Aide, Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

ARTICLE	8
SECTION	3
SUBJECT	
PART TIME REG.	
SCHEDULE CHANGE	

Re: W. ARMSTRONG
Dallas, TX
A8-S-0599/S8T3AC9676
APWU - 0599

Dear Mr. Adams:

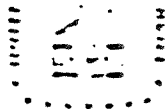
On May 22, 1980, we met on the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1978 National Agreement.

The question being raised is whether the grievant, who is a part-time regular employee, was entitled to out-of-schedule pay when his schedule was changed on two days.

After reviewing the information provided, it is our position that part-time regular employees are not eligible for out-of-schedule overtime.

Sincerely,

James J. Facciola
James J. Facciola
Labor Relations Department



RECEIVED IN THE OFFICE OF

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260
October 22, 1982

OCT 25 1982

JAMES L ADAMS

ARTICLE	8
SECTION	3
SUBJECT	<i>Full Time Reg Schedules</i>

INCREASED
NO O.T UNTIL 8

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

Re: APWU Local
Palo Alto, CA 94302
E1C-5C-C 4921

Dear Mr. Adams:

On October 12, 1982, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

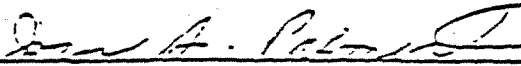
The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.


The question in this grievance is whether management violated Article 8 of the National Agreement when the daily work schedules of part-time regular employees were increased from 4 hours to 6 hours.

During our discussion, we agreed to resolve this case based on our mutual understanding that part-time regular employees may be scheduled for less than eight (8) hours per service day and less than forty (40) hours per normal service week.

Please sign the enclosed copy of this decision as your acknowledgment to resolve this case.

Sincerely,


Joan Palmer
Labor Relations Department


James I. Adams
Assistant Director
American Postal Workers Union,
AFL-CIO



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

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

MAR 11 1987

ARTICLE	8
SECTION	3
SUBJECT	
PART TIME	
REGULAR OT	

Re: Class Action
Syracuse, NY 13217
E4C-2W-C 11229

Dear Mr. Wevodau:

On January 12, 1987, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether part-time regular employees are entitled to overtime for work performed in excess of their normal schedule but not in excess of 8 hours per day or 40 hours per week.

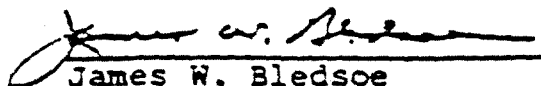
During our discussion, we mutually agreed to close this case based on the following:

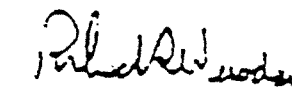
The parties at this level recognize that part-time regular employees are not entitled to overtime pay until the work performed exceeds 8 hours in a day or 40 hours in a week.

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

Time limits were extended by mutual consent.

Sincerely,


James W. Bledsoe
Labor Relations Department


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

UNITED STATES POSTAL SERVICE
475 Michigan Fldg. SW
Washington, DC 20261

September 14, 1982

Mr. James I. Adams
Administrative Aide
Maintenance Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, D. C. 20005

ARTICLE	8
SECTION	3
SUBJECT	
PART TIME REG.	
SCHEDULE CHANGE	

Re: P. O'Rourke
Fort Worth, TX 76101
E8T-3A-C-23343
A8-S-2943

Dear Mr. Adams:

On September 7, 1982, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1978 National Agreement.

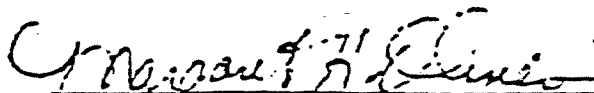
The question raised in this grievance involved a permanent schedule change for a part-time regular employee. The Union contends that out-of-schedule overtime is required because of the change.


After further review of this matter, we mutually agreed that no National interpretive issue is fairly presented in the particulars evidenced in this case. There is no dispute between the parties at the National level relative to the ineligibility of part-time regular employees for out-of-schedule overtime.

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

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

Sincerely,


Margaret H. Oliver
Labor Relations Department


James I. Adams
Administrative Aide,
Maintenance Craft
American Postal Workers Union,
AFL-CIO

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

SECTION	3
SUBJECT	OTR OVERTIME

MAR 11 1987

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

Re: L. Graham
Springfield, MA 01101
H4C-1J-C 18395

L. Graham
Springfield, MA 01101
H4C-1J-C 18396

L. Graham
Springfield, MA 01101
H4C-1J-C 18397

Dear Mr. Wevodau:

On January 12, 1987, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether part-time regular employees are entitled to overtime for work performed in excess of their normal schedule but not in excess of 8 hours per day or 40 hours per week.

During our discussion, we mutually agreed to close this case based on the following:

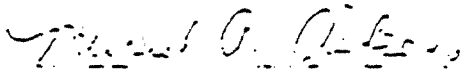
The parties at this level recognize that part-time regular employees are not entitled to overtime pay until the work performed exceeds 8 hours in a day or 40 hours in a week.

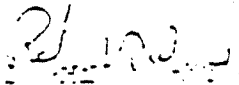
Mr. Richard I. Wevoda

2

Time limits were extended by mutual consent.

Sincerely,


Michael A. Atkins
Labor Relations Department


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

ARTICLE 8
SECTION 3
PART TIME REGULARS

Clarification: We have received numerous requests for interpretations on the language in Article VIII, Section 3 which states:

Section 3. Exceptions. The above shall not apply to part-time, road duty or rural carrier employees.

A. Part-time employees will be scheduled in accordance with the above rules, except they may be scheduled for less than eight (8) hours per service day and less than forty (40) hours per normal work week.

Both references to "part-time" should be read as part-time regulars. Section 3 merely states the rules for scheduling part-time regulars as section 1 does for full-time regulars.

The above interpretation is the agreed upon position of both the USPS and APWU. It was resolved in an agreement titled "Memo of Interpretation" signed by APWU, NALC, Mailhandlers Div of LIUNA, and NRLC with the USPS Nov. 4, 1971.

AE-E-1102

ARBITRATION AWARD

July 9, 1982

UNITED STATES POSTAL SERVICE
Monongahela, Pennsylvania

AE-E-1102-R.W.

-and-

Case No. EST-2F-C-6605

AMERICAN POSTAL WORKERS UNION

Subject: Reduction in Hours of Work per Week - Part-Time
Regular Employee

Statement of the Issue: Whether the Postal Service's
action in permanently reducing the work week for a
part-time regular employee from 30 to 20 hours was
a violation of Articles V, VI, VII or XII?

Contract Provisions Involved: Articles III, V, VI,
VII, VIII, XII, XIII, and XV of the July 21, 1978
National Agreement.

Grievance Data:

Date

Grievance Filed:	July 9, 1980
Step 1 Answer:	July 9, 1980
Step 2 Answer:	July 29, 1980
Step 3 Answer:	October 31, 1980
Step 4 Answer:	March 5, 1981
Appeal to Arbitration:	March 12, 1981
Case Heard:	February 23, 1982
Transcript Received	March , 1982
Briefs Submitted:	April 8, 1982

Statement of the Award

The grievance is denied.

BACKGROUND

This grievance protests the Postal Service's action in permanently reducing the work week for a part-time regular employee from 30 to 20 hours. The Union claims this reduction was a violation of Articles V, VI, VII and XII of the 1978 National Agreement.

M. Yevcinez was first employed at the Monongahela Post Office in February 1963 on the basis of a "temporary appointment." He was terminated and rehired several times in the next four years. He was finally given a "career appointment" as a Laborer-Custodian on December 30, 1967. He was considered a part-time regular employee* and was scheduled for 40 hours a week. His schedule was reduced to 30 hours in June 1968. No grievance was filed objecting to that reduction.

Before the instant dispute arose in 1980, Monongahela had been authorized 70 hours of maintenance and custodial work per week. This work was done by two employees. One was a full-time regular, a Level 4 Maintenance Man, who was scheduled 40 hours per week. The other, Yevcinez, was a part-time regular, a Level 3 Laborer-Custodian, who was scheduled 30 hours per week.

A maintenance audit was performed in April 1979 by a team from the Management Sectional Center (MSC) in Pittsburgh. That audit resulted in a MSC decision that the authorized hours of maintenance and custodial work for the Monongahela Post Office be reduced from 70 to 48 per week. The Monongahela Postmaster sought 60 hours per week on the ground that certain work had not been taken into consideration. The MSC was sympathetic to his appeal and advised him in late January 1980 that Monongahela was authorized 60 hours of maintenance and custodial work per week.

Monongahela had to adjust its employee work schedules to comply with this 60-hour authorization. It continued to schedule the one full-time regular 40 hours per week. It permanently reduced the schedule of the one part-time regular, Yevcinez, from 30 to 20 hours per week. This reduction prompted the present grievance. The Union's position is that the Postal Service may not permanently reduce the weekly work hours of a part-time regular. It believes that such a reduction is a violation of Articles V, VI, VII and XII of the National Agreement.

* The part-time regular employee was then referred to as an "hourly rate regular."

DISCUSSION AND FINDINGS

Article VII (Employee Classifications) is the proper starting point for any analysis of this dispute. It states that the "regular work force" will consist of two kinds of employees. One is "full-time" employees who, pursuant to Section 1-A-1, "shall be assigned to regular schedules consisting of five (5) eight (8) hour days in a service week." The other is "part-time" employees who, pursuant to Section 1-A-2, "shall be assigned to regular schedules of less than forty (40) hours in a service week or shall be available to work flexible hours as assigned..."

The difference between these employee categories is clear. Yevcinez, the grievant, is a part-time regular. Before this dispute arose, his "regular schedule" was 30 hours a week. Then, at the time this dispute arose, his "regular schedule" was changed to 20 hours a week. In either event, he was "assigned to [a] regular schedule...of less than forty (40) hours in a service week..." That is precisely what Article VII, Section 1-A-2 contemplates for a part-time regular. There plainly has been no violation of Article VII.

These contract provisions, however, form the underlying basis for the Union's argument. It asserts that the "only difference" between a full-time regular and a part-time regular is "the number of regularly scheduled hours in the work week." It maintains that because the full-time regular cannot have his hours reduced to less than 40, the part-time regular similarly cannot have his hours reduced below whatever they happened to have been when he was hired. Its post-hearing brief indicates that this analogy goes to the very heart of its case:

"...Thus, the Union believes that when a part-time regular is hired at a given number of hours ...those hours become a guarantee below which the employee cannot be reduced, anymore than a full-time regular can arbitrarily have his hours reduced to less than 40..." (Brief p. 3)

It has no objection to an initial 20-hour schedule. Rather, its objection is to the reduction of the part-time regular from a 30-hour schedule to a 20-hour schedule.

The difficulty with the Union's argument is that its analogy is not at all convincing. A part-time regular is

not a full-time regular. They are separate and distinct employee categories. They are not governed by the same contract principles. Hence, the existence of a 40-hour floor for a full-time regular does not suggest any comparable floor for a part-time regular. Article VII, Section 1-A-2 does not establish minimum weekly hours for a part-time regular. It simply says that part-timers "shall be assigned to regular schedules of less than forty (40) hours in a service week..." Those "regular schedules" can encompass any number of hours less than 40. There is no minimum, no floor.

The proposition the Union appears to be urging is that once a part-time regular has been placed on a "regular schedule", here 30 hours per week, that "schedule" is irreducible. It believes the number of hours in this employee's initial "regular schedule" cannot be decreased.

Nothing in Article VII supports this proposition. One must look elsewhere in the National Agreement for guidance. The only provision which seems to address the matter of changes in the work week, changes in the number of scheduled hours, is Article VIII (Hours of Work). It reads in part:

"Section 1. Work Week. The work week for full-time regulars shall be forty (40) hours per week, eight (8) hours per day...Shorter work weeks will, however, exist as needed for part-time regulars.

"Section 2. Work Schedules...

"Section 3. Exceptions...Part-time employees will be scheduled in accordance with the above rules, except that they may be scheduled for less than eight (8) hours per service day and less than forty (40) hours per normal work week." (Emphasis added)

The critical sentence is found in Article VIII, Section 1, "Shorter work weeks will...exist as needed for part-time regulars." These words plainly imply that a part-time regular's work week is not necessarily fixed. His work week may be "shorte[ned]" as the "need[s]" of postal operations dictate. And, as those "need[s]" change again, his work week could surely be extended to what it originally was. For "shorter work weeks" are to "exist" only for such time "as"

they happen to be "needed." The parties thus appear to have accepted the idea that the work week of part-time regulars was subject to change. Had they intended to freeze the work week of such employees, as the Union contends, they would hardly have embraced the concept of "shorter work weeks...as needed." Nothing in the National Agreement points to such a freeze. Neither Article VIII nor any other contract provision prohibits the Postal Service from reducing the work week of a part-time regular because of operational need[s].*

Even the Union concedes that the Postal Service has some flexibility with respect to a part-time regular's schedule. It acknowledges that the number of hours in his original weekly schedule can be increased. It protests only the situation in which the number of hours is decreased. Its argument nevertheless recognizes that the work week for a part-time regular is subject to change. The logic of the National Agreement, particularly Article VIII, indicates that this change can be in either direction. The Union's attempt to limit the change to a "longer" work week flies in the face of the Article VIII, Section 1 reference to a "shorter" work week.

My conclusion is that Article VIII, read together with the Management Rights in Article III "to maintain the efficiency of the operations..." and "to determine the methods [and] means...by which such operations are to be conducted"; allow the Postal Service to reduce the number of hours of work of a part-time regular below the number he customarily had been scheduled to work. The reduction of the grievant's hours from 30 per week to 20 per week was permissible under the terms of the National Agreement given the needs of the Monongahela Post Office.

There remain several allegations regarding Articles V, VI and XII of the National Agreement. The Union asserts that each of these articles was violated by the Postal Service's action in reducing the grievant's scheduled hours from 30 per week to 20 per week.

* Article VIII, Section 3 indicates, as does Article VII, that there is no floor on the weekly hours of a part-time regular. It says "part-time [regulars]...may be scheduled for...less than forty (40) hours per normal work week." A part-time regular could be scheduled 30 hours per week or 20 hours per week or less. All such schedules would be permissible under this contract language.

Article V provides that the Postal Service "will not take any actions affecting...hours...as defined in Section 8(d) of the National Labor Relations Act which violate the terms of this Agreement..." For the reasons already stated, I have held that the reduction in the grievant's hours did not violate the National Agreement. It follows that there has been no violation of Article V.

Article VI provides that employees in the regular work force as of September 15, 1978, "shall be protected henceforth against any involuntary layoff or force reduction." The grievant was part of the regular work force as of September 15, 1978. However, the Postal Service's action in reducing his weekly hours from 30 to 20 did not subject him to an "involuntary layoff or force reduction." The provisions of Article VI do not appear to be applicable to the facts of this case.

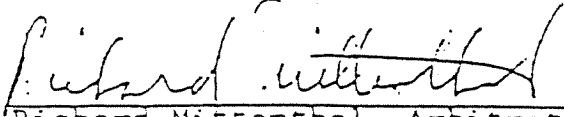
Article XII, Sections 5-C-5 and 5-D* provides various principles and procedures for handling a "reduction in the number of employees in an installation other than by attrition." It details exactly how "reassignments within [an] installation" and "reassignments to other installations" are to be made. It protects "part-time regular employees within their own category." However, none of this is relevant to the instant dispute. For there was no "reduction in the number of employees..." in the maintenance/custodial group in the Monongahela Post Office. There were two employees in this group before this grievance arose; there were two employees in this group after this grievance arose. A reduction in hours for one of the two employees is not tantamount to a "reduction in the number of employees..." There has been no violation of Article XII.

I find, accordingly, that the reduction in the grievant's scheduled hours was not a violation of the National Agreement.

* I shall assume, for purposes of this case, that these provisions were raised by the Union in the course of the grievance procedure and are hence properly before me in this arbitration.

AWARD

The grievance is denied.


Richard Mittenthal, Arbitrator

ULAR ARBITRATION PANEL

In the Matter of the Arbitration

.between

UNITED STATES POSTAL SERVICE

and

AMERICAN POSTAL WORKERS
UNION, AFL-CIO

Grievant: Carol Smith

Post Office: Huntington, W.Va.

Case No:

EIC-2M-C 3704
EIC-2M-C 4326

Before Nicholas H. Zumas

Arbitrator

Appearances:

For US Postal Service

Mr. Kenneth Giles

For Union:

Mr. Tommy Harper

Date of Hearing:

September 6, 1983

Place of Hearing:

Huntington, W.Va.

Award:

Grievance denied. Grievant was not entitled to Out of Schedule pay.

Date of Award:

October 12, 1983

RECEIVED BY

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INDUSTRIAL
RELATIONS

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

Grievant: Carol Smith
No. EIC-2M-C 3704
No. EIC-2M-C 4326

OPINION AND AWARD

Background

This is an arbitration proceeding pursuant to the provisions of Article 15 of the Agreement between United States Postal Service (hereinafter "Service") and American Postal Workers Union, AFL-CIO (hereinafter "Union"). Hearing was held in Huntington, West Virginia on September 6, 1983, at which time exhibits were offered and made part of the record, and oral argument was heard. The Service was represented by Mr. Kenneth Giles, and the Union was represented by Mr. Tommy Harper.

Statement of the Case

Grievant, a part-time regular with a fixed schedule, was instructed to work on her non-scheduled days. The Service refused to give her Out of Schedule Pay (OSP), and the Union filed two grievances (for two separate days) asserting that Article 19 was violated.

The parties, having failed to resolve this dispute during the various Steps of the grievance procedure, referred the matter to the undersigned Arbitrator for resolution.

Issue

The parties have stipulated that the issue to be resolved is whether Grievant was entitled to Out of Schedule Pay; and if so, what should the remedy be.

Statement of Facts

Grievant, a part-time regular employee with a fixed schedule, was instructed to work four hours on May 26, 1982 and June 30, 1982 — her non-scheduled days. The Union asserts that Grievant was not given the requisite prior notice for a schedule change, and she was therefore entitled to be paid for work outside of her fixed schedule.

The Service asserts that Grievant was a part-time regular and not eligible for OSP consistent with Handbook EL-401 (Supervisors Guide To Scheduling And Premium Pay). The Service contends that Grievant did not work out of schedule — a day in each instance was merely added. If Grievant had worked a total of 40 hours, she would have been paid overtime. In other words, according to the Service, Grievant worked a non-schedule day, and not out of schedule.

Findings and Conclusions

Central to the Union's contention that Grievant was entitled to OSP when she was instructed to work on her non-schedule days is that a part-time regular employee and a full-time regular employee are not considered or treated differently in the Agreement.

The Union relies on §F.1. of the EL-401 Handbook which reads:

"Operation Supervisors must be periodically review existing posted full-time and part-time regular work schedules to determine that the employee's work week coincides with the hours of work as stated in the duty assignment (BID) notice."

The Union also relies on part 233.11 of the PSDS Time and Attendance Manual that reads:

"Out of Schedule Premium is paid to an eligible full-time bargaining unit employee for time work outside of, and instead of, the employee's regularly scheduled work day or work week when the employee is working on a temporary schedule at the request of management, provided that notice of the temporary schedule change is given to the employee by Wednesday of the preceding service week."

It is clear, even from a reading of the F-22 Handbook on which the Union relies, that Out of Schedule Premium is paid only to an eligible "full-time bargaining unit employee" and excludes part-time regular employees. In addition, Table 3 of the EL-401 Handbook relating to Out of Schedule overtime pay eligibility clearly and specifically excludes part-time regular employees.

Moreover, the EL-401 Handbook is silent as to any penalty when a part time regular employee is worked Out of Schedule, but Article 8(8) provides a penalty with respect to full-time regular employees.

Article 7, Section 1, provides that the regular work force shall be comprised of two categories of employees which are as follows:

1. Full-Time. Employees in this category shall be hired pursuant to such procedures as the Employer may

establish and shall be assigned to regular schedules consisting of five (5) eight (8) hour days in a service week.

2. Part-Time. Employee in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to regular schedules of less than forty (40) hours in a service week, or shall be available to work flexible hours as assigned by the Employer during the course of a service week."

Based on the foregoing, there is no provision in the Agreement or in the Service's regulations that justify the entitlement to Out of Schedule pay for a part-time regular employee.

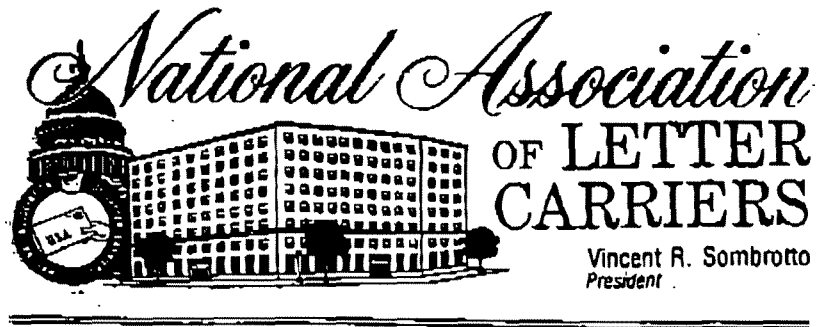
AWARD

Grievance denied. Grievant was not entitled to Out of Schedule pay.


Nicholas H. Zumes, Arbitrator

Date October 12, 1988

William H. Young
Executive Vice President
A. P. "Tony" Martinez
Vice President
William R. Yates
Secretary-Treasurer
Jane E. Broendel
Asst. Secretary-Treasurer
Gary H. Mullins
Director, City Delivery
Alan C. Ferranto
Director, Safety & Health



Michael J. O'Connor
Director, Life Insurance
Thomas H. Young, Jr.
Director, Health Insurance
Joseph LaPlaca
Director of Retired Members
BOARD OF TRUSTEES
Larry Brown, Jr., Chm.
Daniel T. Rupp
Randall L. Keller

MATTHEW L. ROSE, National Business Agent
Ravenswood Office Center
5201 Ravenswood Road
Suite 119/120
Fort Lauderdale, FL 33312-6007
Telephone: (954) 964-2116

March 6, 2000

Frank Dyer, Manager Labor Relations
USPS - Suncoast District
PO Box 22810
Tampa, FL 33622-2810

RE: PTR Over Guarantee

I have been provided with the enclosed copy of a Memorandum sent to Postmasters/Managers/Officers-in-Charge/Supervisors from Nancy R. Fryrear dated January 29, 2000.

The instructive message concerns the use of PTRs beyond the guarantee time. There have been numerous grievances when PTRs are worked beyond the work-hour guarantee on scheduled days, and working on a non-scheduled day. Based on Ms. Fryrear's directive, I am requesting that grievances pending at all levels concerning PTRs working in addition to, or beyond their guarantee be revisited for possible resolution.

Additionally, the enclosed Step 4 grievance Settlement No. H94N-4H-C 96042471 - Ft. Myers, FL, restricts the use of PTRs work hours working over their guarantee.

Please advise me of your decision concerning this matter.


MATTHEW L. ROSE, NALC
National Business Agent

MLR/jam

cc: Branch Presidents - Suncoast District
File

Author: NANCY R FRYREAR at TAFL001L

Date: 1/29/00 4:14 PM

Subject: PTR's over guarantee

----- Message Contents

PM's/Mgrs/OIC's/Supv

Attached is a analysis of PTR's and their hourly usage. Ones circled indicate hours over 80 and I'm sure there are many more working over their guaranteed time.

The use of NALC PTR's requires everyone's understanding of the contractual committment. If there are local practices contrary to the Nat'l Agreement, they must stop immediately.

The following must be adhered to in scheduling PTR carriers:

1. Use OTDL employees when essential work is beyond the PTR guarantee.
2. Use non-OTDL employees following exhaustion of the above.
3. Emergency only. Use PTR over allotted hours. This should be rarely used but documented for reference purposes if so.

You must know every PTR's guaranteed hours and live by it.

There must be no misunderstanding or practices outside of the Nat'l Agreement.

The MPOO's are monitoring these reports and after PP03 you will be required to address this as a performance issue.

Any questions please let-me know..

Thanks

Nancy

LABOR RELATIONS



Mr. William H. Young
Vice President
National Association of Letter
Carriers, AFL-CIO
Washington, DC 20001-2197

Re: H94N-4H-C 96042471
Class Action
Ft. Myers, FL 33913-9701

Dear Mr. Young:

Recently, you met with Patricia Heath in pre-arbitration discussion of the above-captioned grievance, which is currently pending national arbitration.

This grievance concerns the utilization of employees who have been classified as part-time regulars.

After reviewing this matter, it was mutually agreed to the following:

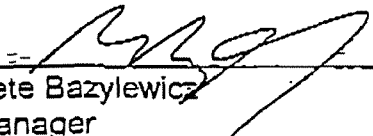
- Part-time regulars are regular work force employees who are assigned to work regular schedules of less than 40 hours in a service week.
- Part-time regular schedules should not be altered on a day-to-day or week-to-week basis.
- Part-time regulars are normally to be worked within the schedules for which they are hired. They can occasionally be required to work beyond their scheduled hours of duty. However, their work hours should not be extended on a regular or frequent basis.

It was also agreed that part-time employees who are expected to be available to work flexible hours as assigned during the course of a service week should be classified as part-time flexibles.

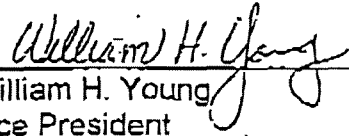
It was further agreed to remand this case for further processing consistent with the above understanding, including a determination of what remedy, if any, is appropriate in the case of a violation.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to remand this case, removing it from the national arbitration listing.

Sincerely,

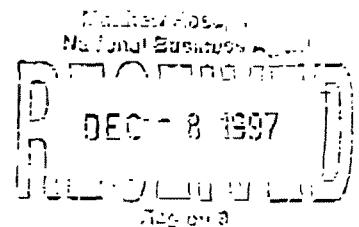


Pete Bazylewicz
Manager
Grievance and Arbitration



William H. Young
Vice President
National Association of Letter
Carriers, AFL-CIO

Date: 12/3/97





January 19, 1996

MANAGERS, DELIVERY PROGRAMS SUPPORT
MANAGERS, HUMAN RESOURCES (ALL AREAS)

SUBJECT: CSBCS Staffing

This memorandum is being sent in conjunction with the enclosed Questions and Answers agreement, Senior Mail Processor Job Description, and April 1985 Memorandum of Understanding (MOU) to assist the field in staffing the Carrier Sequence Bar Code Sorter (CSBCS).

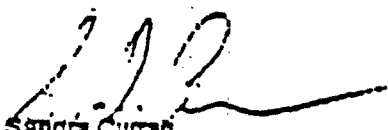
Non-Maintenance Capable Offices

Normally, there will be no increase in the number of positions when CSBCS equipment is deployed to non-maintenance capable offices. An office review of the staffing requirements should be performed prior to any decision to create any new jobs. It is recommended that this take place during deployment planning for the CSBCS and, wherever possible, the CSBCS duties be combined with other duties (in conjunction with the April 1985 MOU) in order to maximize the present work force. If mixed duty assignments are not possible, part-time flexible employees would seem the most advantageous in order to maximize flexibility in the unit. While the use of part-time regular Senior Mail Processor duty assignments may serve the present operating window, they will limit an office's future flexibility when volume increases due to RBCS encoding and options such as carrier route sortation (S75) and Remote Computer Read (RCR) are explored and deployed. In offices where the number of CSBCSs requires the addition of staff, the appropriate duty assignment to add is Distribution Clerk, Window Clerk or Distributor and Window Clerk.

Maintenance Capable Offices

A maintenance capable site is defined as a facility (building specific) that has (at a minimum) one full-time Electronics Technician, PS-09, and a National Maintenance Information and Control System (NMICS). In maintenance capable sites, CSBCS equipment is operated by mail processors. Equipment is maintained by the maintenance personnel.

Please consider these guidelines and recommendations when staffing CSBCS operations. Should there be any operations questions regarding the foregoing, you may contact Mike Gully, Delivery Policies and Programs, at (202) 268-3367.


Sandra Curran
Manager
Delivery Policies & Programs

Enclosure: CSBCS Q&A
.MOU (dated 5/95)

- c. *Nonexempt Salaried* — Career employees who are not exempt from (i.e., are covered by) FLSA provisions. These employees are assigned to work schedules consisting of five 8-hour days in a service week.

311.312 **Part-Time Salaried**

Career hourly rate employees assigned to regular work schedules of less than 40 hours in a service week.

311.313 **Supplemental**

- a. *Temporary* — Noncareer employees with a limited term appointment up to, but not to exceed, 1 year who perform duties assigned to nonbargaining unit positions.
- b. *Casual* — Noncareer employees with limited term appointments used as a supplemental work force, as described in the National Agreement, or in other Postal Service collective-bargaining agreements, who perform duties assigned to bargaining unit positions.

311.32 **Bargaining Unit Employees**

311.321 **Full-Time Employees**

Career employees paid an annual salary, assigned to work schedules of five 8-hour days in a service week. For administrative and reporting purposes, regular rural carriers who serve on an established rural route on the basis of 6 days, or on a heavy route for 5, 5 1/2, or 6 days in a service week, are considered to be full-time employees.

311.322 **Part-Time Employees**

- a. *Part-Time Regular* — Career hourly rate employees assigned to work regular schedules of less than 40 hours in a service week.
- b. *Part-Time Flexible* — Career hourly rate employees available to work flexible hours as assigned by the Postal Service during the course of a service week.

311.323 **Substitute Rural Carrier**

Noncareer rural carriers, with an appointment without time limitation, assigned to serve as a substitute on one to three established rural routes in the absence of a regular rural carrier. This service may be as a leave replacement and/or covering a vacant route pending the selection of a rural carrier.

311.324 **Auxiliary Rural Carrier**

Persons selected to serve an auxiliary rural route (one that has not been evaluated and designated as a regular rural route). Normally, auxiliary rural routes are served by substitute rural carriers.

311.325 **Rural Carrier Relief (RCR) and Rural Carrier Associate (RCA)**

Noncareer rural carriers with an appointment without time limitation, that provide service on established regular rural routes in the absence of regular rural carriers or to provide service on auxiliary rural routes. This service may be as a leave replacement and/or covering a vacant regular route pending the selection of a regular rural carrier.