



M-00686

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

July 8, 1983

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

Re: D. Moore
Culver City, CA 90230
E1N-5B-C-11222

Dear Mr. Overby:

On June 23, 1983, 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 issue in this grievance is whether the grievant, a Reserve Letter Carrier, should have been paid out-of-schedule premium because he worked a nonscheduled day of a five-day "hold-down."

The union claims that because management awarded the carrier the assignments, which resulted in him having 3 nonscheduled days in one service week, the carrier should have worked the assignments as scheduled, including the nonscheduled days.


The local union, on the other hand, claims the grievant should have worked the nonscheduled day of the second assignment in order to provide the grievant with his full forty hours of work in the service week.

It is management's position that although the grievant was awarded a five-day "hold-down" assignment that could have resulted in a short work week, the proper remedy was to adjust the schedule by having the employee work one of the nonscheduled days. Furthermore, because this adjustment was made to eliminate an undertime situation, the grievant is not entitled to out-of-schedule premium. It is our view that, under the circumstances enumerated in the file, the grievant properly worked the days of the five-day "hold-down."

Mr. Halline Overby

In the absence of a contractual violation, this grievance is denied.

Sincerely,

A handwritten signature in cursive script that reads "Leslie Bayliss".

Leslie Bayliss
Labor Relations Department



M-00686

UNITED STATES POSTAL SERVICE
Western Regional Office
San Bruno, CA 94099

Mr. Brian Farris, NALC
National Business Agent
363 S. Main Street #106
Orange California 92668

MAY 5 1983
Culver City, CA
D. Moore
WIN-5B-C 11222

Dear Mr. Farris:

This will confirm the Step 3 hearing between your designee Tom Young and myself concerning the above grievance on April 6, 1983.

Facts in this issue indicate the grievant, a full-time reserve Letter Carrier, opted on a temporary vacancy of 5 days with non-scheduled days off Friday and Saturday, November 26 and November 27, 1982, respectively. The following week he moved into another temporarily vacant assignment (via opting) with Sunday and Monday off, November 28, and November 29, 1982, respectively. The grievant was required to work Saturday November 27, 1982.

The union contends the grievant opted on the initial assignment with Saturday November 27th as an off day and was required to work, therefore, Management must pay out-of-schedule overtime for that day.

The issue in this grievance involves whether or not Management was proper in requiring the grievant to work the concerned Saturday.

Several ramifications must be considered in this issue as follows

- 1) If the grievant was not scheduled to work Saturday, November 27th, he would have had 3 NSD's for that week, Saturday, November 27th, Sunday, November 28th, and Monday, November 29th, resulting in a 32-hour work week. How would grievant be compensated for the missing 8 hours? Obviously, Management did not negotiate any settlements requiring automatic administrative compensation.

MAY

6 1983

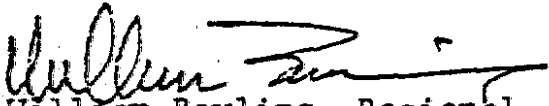
- 2) Management maintains the work week begins on Saturday. Therefore, employees opting on assignments must start those assignments on Saturday. Difficulties arise when the local office has negotiated (per Article 30, Item 6) that the vacation week begins on Monday. Under those circumstances, the employee begins his vacation week by working Saturday and taking his first day of annual on Monday. With Sunday off and one other day off that same week, the employee cannot exercise his option of taking annual leave in a unit of 5 days, per Article 30, Item 7. Further, the opting employee, if beginning the assignment on Saturday, would conflict with the incumbent who will also be working Saturday since his vacation can't start until Monday. In the instant case, the incumbent was off; therefore, the grievant was required to work the Saturday in question and no conflict existed.
- 3) In this grievance the union argues the grievant should have been allowed Saturday the 27th off and been required to work Monday the 29th. Would Management be required to pay out-of-schedule overtime for Monday? Obviously, we did not negotiate for those results either.

Management maintains, based on the fact situation of this issue, requiring the grievant to work on Saturday, November 27th, 1982, was not unreasonable, and there is no violation of the collective bargaining agreement.

Based upon the above, the grievance is denied.

In our judgment, the grievance involves an interpretive issue pertaining to the National Agreement or a supplement thereto which may be of general application, and thus may only be appealed to Step 4 in accordance with the provisions of Article 15 of the National Agreement.

Sincerely,


William Bowling, Regional
Labor Relations Representative



Pursuant to Article XV, Section 2, this form must be used to appeal a grievance to Step 2.

M-00686

DATE	
NALC INITIALS	USPS INITIALS

STANDARD GRIEVANCE FORM

DATE	BRANCH GRIEV. NO.	U.S.P.S. NO.
1-7-83	8217-CC	

U.S.P.S. STEP 2 DESIGNEE (NAME & TITLE)	INSTALLATION	PHONE—OFFICE
Mr. Marvin Menzhuber, Postmaster	Culver City, Ca. 90230	391-6374

BRANCH NO.	BUSINESS ADDRESS
1650	1926 S. Pacific Coast Hwy., Suite 210 Redondo Beach, Ca. 90277

STEP 2 AUTHORIZED UNION REP.	PHONE—OFFICE	PHONE—OTHER
Stan Grabowski, President	316-8279	

MEETING HELD ON (DATE/TIME)	BETWEEN: U.S.P.S. REPRESENTATIVE	AND: GRIEVANT	STEWARD
12-17-82	G. Heyert		S. Grabowski

GRIEVANT'S NAME (OR CLASS)	PHONE
David Moore	290-0062

HOME ADDRESS	CITY	STATE	ZIP
3638 Carnona Ave. # 2	Los Angeles	Ca.	90016

CLASSIFICATION	CRAFT SENIORITY DATE	USPS SENIORITY DATE	DUTY HOURS
City Carrier	11-18-80	1-2-79	

LOCATION OR BRANCH	SOCIAL SECURITY NO.	VETERAN
Main Office	[REDACTED]	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

WORKING DAYS	FIXED—CHECK AS APPLICABLE	SA	SU	M	T	W	TH	F	LEVEL	STEP	REG.	ADDITIONAL REG.	RESERVE REG.	PTR	PTF
<input checked="" type="checkbox"/> ROTATING									5	5			<input checked="" type="checkbox"/>		

REPORT BY: RENDERED ON (DATE/TIME)	BY (NAME & TITLE)	SUPERVISOR'S INITIALS (UPON REQUEST)
12-29-82 (Ext)	G. Heyert, Carrier Foreman	

PURSUANT TO ARTICLE XV OF THE NATIONAL AGREEMENT, WE HEREBY APPEAL TO STEP 2 THE FOLLOWING GRIEVANCE
RELATION: INCLUDING BUT NOT LIMITED TO NATIONAL (ART. & SECT.) VIII, Sec. 5/XII LOCAL (ART. & SECT.)

OTHER GROUNDS:

FACTS: WHAT HAPPENED The grievant, a Reserve Letter Carrier, opted on route 48, which had 11-26-82 and 11-27-82 as non-scheduled days. The grievant was required to work on 11-27-82. The grievant did not receive out of schedule pay, because Management was attempting to eliminate a problem which would arise in the grievant's schedule for the following week, due to an opt for that period, which had 11-29-82 as the non-scheduled day.

ADDITIONAL SHEET ATTACHED

UNION CONTENTIONS: REASONS FOR GRIEVANCE When a problem arises in an opted for schedule, which would cause the affected employee to be in either an "overtime or undertime" status, an adjustment can be made by either scheduling him on the non-scheduled day of the opt or non-scheduling him on one of the scheduled days of the opt to avoid the "overtime or undertime" situation. However, the adjustment must be made at the time or at least during the opted for period in which the problem arises, not prior to or after the opted for period in which the problem arises.

ADDITIONAL SHEET ATTACHED

CORRECTIVE ACTION REQUESTED: Pay the grievant out of schedule pay for 11-27-82.

APPELLANT'S SIGNATURE: Stan Grabowski SIGNATURE: