



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

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CONTRACT ADMINISTRATION
UNIT

Mr. Lawrence G. Hutchins
Vice President
National Association of
Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2197

Re: J. Boisvert
Manchester, NH
H4N-1K-C 34118

Dear Mr. Hutchins:

Recently, we met with NALC Director of City Delivery, Brian Farris, to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether a full-time regular employee, called in for work on his nonscheduled day, is guaranteed eight (8) hours of work or pay in lieu thereof, if by virtue of working eight (8) hours the employee would be required to work over sixty (60) hours in the service week.

During our discussion, we mutually agreed, as full and complete settlement of this case:

1. A full-time employee sent home upon reaching the sixty (60) hour limit after having worked a partial nonscheduled day is entitled to be paid for the eight (8) hour guarantee provided in Article 8.8.B.
2. Accordingly, the grievant in this case shall be paid for four (4) hours at the time and one-half rate.

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

RECORDED

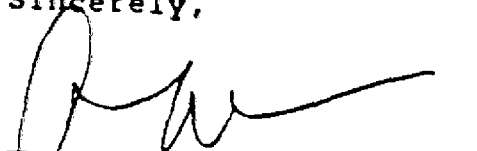
2

CONFIDENTIAL


Mr. Lawrence G. Hutchins

Time limits were extended by mutual consent.

Sincerely,



Arthur S. Wilkinson
Grievance & Arbitration
Division



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

(Date) 11/85

UNITED STATES POSTAL SERVICE
FIELD DIVISION

Manchester NH 03103-9998

DATE: March 10, 1987
OUR REF: NED8:SJUrban:ch:9401
SUBJECT: Grievance Appeal Decision
Grievance No. 2496 RGG

TO: Ronald Gagnon
Steward, NALC
PO Box 4662
Manchester, NH 03108-4662

This refers to grievance appeal received 03/02/87 on behalf of the NALC relative to an alleged violation of Article(s) 8, 15, and 19 of the National Agreement.

At the Step 2 discussion the Union stated its position was fully spelled out in the Step 2 appeal. Specifically, they contend that on February 5, 1987 the grievant was scheduled to work his non-scheduled day. He informed his Supervisor that he already had 56 hours and his Supervisor told him that he would only work four (4) hours. The Union contends that Article 8 clearly states that a full time regular employee called in on his non-scheduled day will be guaranteed eight (8) hours pay.

As remedy they request that the grievant be paid four (4) hours at the rate of three (3) times his regular hourly rate.

It is Management's position that the employee had reached the 60 hour limit and, as a result of Arbitrator Mittenhal's decision, no employee, regardless of the situation, can be allowed to work beyond 60 hours in a service week. The grievant's tour was ended and he was placed on L.W.O.P. In the future if an employee is not able to work 8 hours on his non-scheduled day and not exceed 60 hours that employee is not available for the overtime assignment. It must be noted that the 60 hour limitation is reached when a combination of work hours and paid leave hours for the service week total 60 hours.

In view of the foregoing, we find there is no violation of the National Agreement and the grievance is denied.

Stanley J. Urban
Stanley J. Urban
Labor Relations Assistant
Manchester Field Division
Manchester, NH 03103-9401



National Association of Letter Carriers (AFL-CIO)

M-00919

APPEAL TO STEP 4

DATE **April 27, 1987**

FROM **NATIONAL BUSINESS AGENT**

TO SENIOR ASSISTANT POSTMASTER GENERAL
EMPLOYEE AND LABOR RELATIONS
UNITED STATES POSTAL SERVICE
WASHINGTON, D.C. 20260

1507

CARRIER	REGIONAL NO	GRIEVANT (OR CLASS)	POST OFFICE
	N4N-1K-C 34118	J. BOISVERT	Manchester, NH

DEAR SIR: SINCE (NALC (USPS BELIEVES) THIS CASE INVOLVES AN INTERPRETIVE ISSUE UNDER THE NATIONAL AGREEMENT (OR SOME SUPPLEMENT THERETO) OF GENERAL APPLICATION, I AM APPEALING THE ABOVE-CAPTIONED CASE TO STEP 4 OF THE GRIEVANCE PROCEDURE PURSUANT TO ARTICLE XV, SECTION 2 OF THE NATIONAL AGREEMENT.

DATE STEP 3 DENIAL RECEIVED **4-22-87**

STEP 3 DECISION RENDERED BY **Barbara Winslow**

VIOLATION INCLUDING BUT NOT LIMITED TO **8,129.7**

CORRECTIVE ACTION REQUESTED: **Carrier Boisvert be paid for four hours at the rate of three times his regular rate of pay.**

DESIGNATED NALC REPRESENTATIVE AT STEP 4

SINCERELY YOURS

John J. Marco
NATIONAL BUSINESS AGENT

CC REGIONAL DIRECTOR FOR ELR
NATIONAL OFFICER, NALC
BRANCH PRESIDENT, NALC

NATIONAL OFFICE COPY





National Association of Letter Carriers (AFL-CIO)

2236

M-00919

GRIEVANCE
APPEAL TO **3**

DATE 3/19/87

TO REGIONAL DIRECTOR, EMPLOYEE AND LABOR RELATIONS
UNITED STATES POSTAL SERVICE

FROM BRANCH PRESIDENT 44

120056
C

BRANCH GR.#	GRIEVANT'S NAME	GRIEVANT'S S S #	JOB CLASSIFICATION	STATION
2496 RGG	Bolsvert, Joseph.C	[REDACTED]	City Carrier	Manchester, N.H.

PURSUANT TO ARTICLE XV, SECTION 2 OF THE NATIONAL AGREEMENT, WE HEREBY APPEAL TO STEP 3 THE DECISION AT STEP 2 OF THE POSTMASTER OR DESIGNEE Stanley J. Urban OF THE Manchester, N.H. INSTALLATION, RENDERED ON 3/10/87 AND RECEIVED ON 3/11/87

ATTACHMENTS (CHECK) STANDARD GRIEVANCE FORM STEP 2 DECISION UNION CORRECTIONS OR ADDITIONS TO STEP 2 DECISION (IF FILED)

THE FOLLOWING INFORMATION WILL HOPEFULLY ASSIST THE PARTIES IN QUICKLY RESOLVING THIS PROBLEM TO DISCUSS THIS GRIEVANCE FURTHER, KINDLY CONTACT OUR NATIONAL BUSINESS AGENT John J. Marco

AT (ADDRESS) 111 Everett Ave. OR BY PHONE Chelsea, Ma. 02150

VIOLATION: INCLUDING BUT NOT LIMITED TO NATIONAL (ART. & SECT.) 8,15.19 LOCAL (ART. & SECT.) _____ OTHER GROUNDS _____

REASONS FOR APPEAL: Article 8 section 8 para. B of the National Agreement clearly states that carrier Bolsvert is entitled to the four hours work or pay for which he was denied, managements decision at step 2 clearly violates Article 8 of the National Agreement.

CORRECTIVE ACTION REQUESTED: That carrier Bolsvert be paid for four hours at the rate of three times his regular rate of pay.

RECEIVED
MAR 20 1987

C NATIONAL BUSINESS AGENT, NALC
POSTMASTER

W.J. McQuade, Jr.

BRANCH PRESIDENT/DESIGNEE

[Handwritten Signature]

SIGNATURE



NATIONAL ASSOCIATION OF LETTER CARRIERS (AFL-CIO)

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

WITHDRAWN	RESOLVED
CASE NO. M-00919	
NALC INITIALS	SPS INITIALS

STANDARD GRIEVANCE FORM

DATE 2-27-87	BRANCH GRIEV NO 2496 RGG	USPS NO
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TO: USPS STEP 2 DESIGNEE (NAME & TITLE) S Stanley J. Urban	INSTALLATION Manchester	PHONE—OFFICE
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FROM BRANCH NO 44	BUSINESS ADDRESS P.O. Box 4662 Manchester, N.H. 03103
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STEP 2 AUTHORIZED UNION REP W.J. McQuade Jr.	PHONE—OFFICE	PHONE—OTHER
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STEP 1 MEETING: HELD ON (DATE/TIME) 2-18-87	BETWEEN USPS REPRESENTATIVE N.A. Lavallee	AND GRIEVANT	STEWARD R. Gagnon
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GRIEVANT'S NAME (OR CLASS) Boisvert, Joseph. C	PHONE 623-2750
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HOME ADDRESS 525 BreinerSt.	CITY Manchester	STATE N.H.	ZIP 03102
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JOB CLASSIFICATION City Letter Carrier	CRAFT SENIORITY DATE 2-17-88	USPS SENIORITY DATE 2-17-68	DUTY HOURS 6:50-3:20
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STATION OR BRANCH Manchester Branch 44	SOCIAL SECURITY NO [REDACTED]	VETERAN YES <input type="checkbox"/> NO <input type="checkbox"/>
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OFF DAYS ROTATING <input type="checkbox"/> FIXED—CHECK AS APPLICABLE	SA <input type="checkbox"/> SU <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> TH <input type="checkbox"/> F <input type="checkbox"/>	LEVEL	STEP	REG	PHYSICIAN <input type="checkbox"/>	RELIEF <input type="checkbox"/>	PTR	OTR
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STEP 1: RENDERED ON (DATE/TIME) DECISION 2-18-87	BY (NAME & TITLE) N.A. Lavallee	SUPERVISOR'S INITIALS (UPON REQUEST)
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PURSUANT TO ARTICLE XV OF THE NATIONAL AGREEMENT, WE HEREBY APPEAL TO STEP 2. THE FOLLOWING GRIEVANCE VIOLATION: INCLUDING BUT NOT LIMITED TO NATIONAL (ART & SECT) 8,15,19 LOCAL (ART & SECT) _____
OT: _____

FACTS: WHAT HAPPENED See attached.

ADDITIONAL SHEET ATTACHED

UNION CONTENTIONS: REASONS FOR GRIEVANCE When a carrier is called in on his day off, that carrier be allowed to worked the 8 hours entitled to him as stated in the National Agreement Art.8.

ADDITIONAL SHEET ATTACHED

CORRECTIVE ACTION REQUESTED: That carrier Boisvert be paid for four hours at the rate of three times his regular rate of pay.

BRANCH PRESIDENT/DESIGNEE W.J. McQuade Jr. SIGNATURE W.J. McQuade Jr.

Merged Queen City Branch 44

NATIONAL ASSOCIATION OF LETTER CARRIERS

P.O. BOX 4662

MANCHESTER, NEW HAMPSHIRE 03108



Derry
Durham
Exeter
Goffstown

Hampton
Milford
Salem

Attachment to grievance # 2496 RGG

On Feb. 5th carrier Boisvert was told to report for work the following day which happened to be his non scheduled day, upon informing the scheduling supervisor that he already had 56 hours going into Friday he was told that he would only be allowed to work four hours on his non scheduled day. Article 8 of the National Agreement clearly states that when a full time regular employee is called in on his non scheduled day the employee will be guaranteed eight hours work or pay in lieu thereof. It is the contention of Branch 44 that management knowingly violated Article 8 of the National Agreement by sending carrier Boisvert home after four hours on his non scheduled day.

