

UNITED STATES POSTAL SERVICE
Washington, DC 20262

M-01067

DATE: February 14, 1972

RE: Grievance

TO: All Regional Employee Relations Directors

*see handbook
under Art 6*

Attached is a grievance filed in San Francisco pertaining to part-time flexible employees.

This grievance was advanced to the National Level. No meeting was held at the National Level, but a decision was made to accept the validity of the grievance and provide the remedy indicated in the attached outline. If similar grievances arise in your Region, the matter should be handled in like manner.


James P. Blaisdell
Special Assistant to the
Postmaster General

Attachment

ISSUE #58 - Chapters 13 & 20

GRIEVANCE FROM THE AMERICAN POSTAL WORKERS UNION #2
(Clarks - San Francisco Post Office)

GRIEVANCE:

Postmaster
San Francisco

Jan. 3, 1972

"This is a grievance from the Union, under the terms of the 1971 National Agreement.

"We contend that the non-scheduling of 132 part-time flexibles constitutes a violation of Article VI, in that it is a 'layoff!."

/s/ Robert Nolan
Chief Steward
Clerk Craft

BASIS FOR FILING GRIEVANCE:

On December 28, 1971, due to a reduction in the workload, 239 part-time flexible employees were told not to report for work after December 30, 1971, until further notice. Apparently, the union is grieving for only 132 of the 239 employees.

MANAGEMENT'S DECISION AS TO DISPOSITION:

Though the contract does not specify a minimum amount of scheduled time for part-time flexible employees, in order to meet the intent of Article VI, these employees are to be scheduled for at least four hours per pay period. Consequently, 239 employees will be given 4 hours pay for any pay period they did not work after December 30, 1971, and must be scheduled for a minimum of 4 hours each pay period in the future.

Payment should not be made for refusal to work, and fully documented repeated refusals will result in such employees being dropped from the rolls.