



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

LABOR RELATIONS DEPARTMENT

RECEIVED

JUL 7 1992

CONTRACT ADMINISTRATION UNIT  
N.A.L.C. WASHINGTON, D.C.

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

Re: H7N-3Q-C 28062  
Class Action  
Monroe, LA 71203

Dear Mr. Hutchins:

The representatives of the parties have recently met to discuss the above-captioned grievance, currently pending national level arbitration. The issue in this case concerns the application of the guarantee period found in Article 8.8.C. to part-time flexible employees who are requested to "swing" or split their shift for more than 2 hours prior to the completion of their guarantee during their initial report.

The parties mutually agree the following represents full settlement of this case:

1. The Postal Service will provide back-pay compensation to the part-time flexible carriers who are the subject of this grievance for the hours and at the rates requested on the standard grievance form.
2. The parties further agree that this settlement is based solely upon the specific fact circumstances in this case and is reached with the understanding that it is without prejudice to the position of either party, and is non-precedential and non-citable in any forum.

Please sign and return the attached copy of this letter as your acknowledgment of agreement to resolve this case, removing case number H7N-3Q-C 28062 from the national arbitration listing.

Sincerely,

*by*  
*David A. Stanton*  
\_\_\_\_\_  
Stephen W. Furgeson  
General Manager  
Grievance and Arbitration  
Division

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

DATE 7/7/92



OFFICIAL OLYMPIC SPONSOR  
36 USC 380

1140 jst

Mr. Vincent R. Sombrotto  
President  
National Association of Letter  
Carriers, AFL-CIO  
100 Indiana Avenue, N.W.  
Washington, DC 20001-2197

Re: H7N-3Q-C 28062  
Class Action  
Monroe, LA 71203

Dear Mr. Sombrotto:

Recently, a meeting was held with the 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 PTF carrier must work the entire guarantee period before being required to clock out, even if the employee will be returning for additional work on the same work day. The union contends that PTF carriers in this 200 man-year office are guaranteed four (4) consecutive hours of work or pay prior to clocking out. The union references a Step 4 settlement dated January 27, 1982, (Case No. H8N-1N-C 23559) that provided in pertinent part:

2. When a part-time flexible employee, prior to clocking out, is told to return after 2 hours, that employee must be given another (emphasis added) minimum guarantee of 2 hours work or pay.

The union asserts that the term "another" can only be construed to mean "additional" or "one more" thereby establishing a minimum guarantee during the first workshift.

VINCENT SOMBROTTO

It is our further position that the applicable work hour guarantee for part-time flexibles apply to any day, not shift, they are requested or scheduled to work. Handbook EL-401, Supervisor's Guide to Scheduling and Premium Pay (Nov. 1983) and Management Instruction EL-440-81-9 (10/24/81) contain clear and unambiguous language in this regard. Neither document makes any such provision that workhour guarantees be consecutive. To the contrary, M.I EL-440-81-9 specifically poses that question (see page 3, "E") :Q" Must the 2 or 4 hour guarantee be consecutive (emphasis added) for part-time flexibles on a day they are scheduled or called in to work?"

A: "No. Part-time flexible employees may have split shifts, thus dividing or breaking up the guarantee of 2 or 4 hours. However, when the scheduled break in service is more than 2 hours, the guarantee for the highest number of hours will apply."


It is my position that the above-referenced provisions are in strict compliance with the National Agreement and the Fair Labor Standards Act and have been in existence since at least 1983 and 1981 respectively. The above-cited language is clearly dispositive of the issue of "consecutive" workhours. Regarding the union's definition of the term "another" as indicating an exact duplication of the first work period, it may also mean "a different one" or "some other" (Webster's New World Dictionary, Senior Edition,).

In any case, it is too late in the day for the union to now give new meaning to the clearly-defined language that has existed in both theory and practical application for some seventeen years (1973 - 1975 National Agreement).

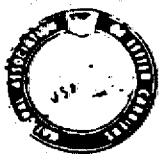
Accordingly, this grievance is denied.

Time limits were extended by mutual consent.

Sincerely,

  
 \_\_\_\_\_  
 John M. Hallinan  
 Grievance & Arbitration  
 Division

Date 9-12-90



# National Association of Letter Carriers (AFL-CIO)

M-01084

## APPEAL TO STEP 4

DATE July 28, 1990

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

FROM NATIONAL BUSINESS AGENT

Ben Johnson  
BNA Corporate Center  
Building 200, Suite 311  
Nashville, TN 37217

CARRIER	REGIONAL NO	GRIEVANT OR CLASS	POST OFFICE
C	S7N-3Q-C 28062	Class Action	Monroe, LA

DEAR SIR: SINCE NATIONAL 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 June 15, 1990  
STEP 3 DECISION RENDERED BY James W. Bledsoe  
VIOLATION INCLUDING BUT NOT LIMITED TO Article 8

CORRECTIVE ACTION REQUESTED That PTF carrier Silmon be paid one hour at 200% and 2.23 hours at the regular rate of pay. Pay PTF Eldridge one hour at the regular rate of pay, or whatever an arbitrator deems appropriate.

DESIGNATED NALC REPRESENTATIVE AT STEP 4

Contract Administration Unit  
National Association of Letter Carriers  
100 Indiana Avenue, NW  
Washington, DC 20001

SINCERELY YOURS

NATIONAL BUSINESS AGENT

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

ORIGINAL TO SR. ASST. PMG--E&LR





## UNITED STATES POSTAL SERVICE

Southern Regional Office  
 Memphis, TN 38166-0979

June 15, 1990

Mr. Ben Johnson  
 National Business Agent  
 National Association of Letter  
 Carriers, AFL-CIO

Southern Region Grievance  
 Appeal No. S7N-3Q-C 28062  
 Dated: 05/01/90  
 Local No. DB-037-90

Subject: Step 3 Grievance Decision: CLASS ACTION  
 Provision Allegedly Violated: Monroe, LA  
 08-08-01

Dear Mr. Johnson:

This is to confirm the disposition of the subject Step 3 grievance appeal which was recently discussed with your representative, Mr. Collier James.

Based on information presented and contained in the grievance file, the grievance is denied. A PTF carrier in an office of this size is not guaranteed four (4) "consecutive" hours of work or pay. When a PTF carrier is notified prior to clocking out that he should return within two (2) hours, this is considered a split shift and no new guarantee applies. If he is told to return after two (2) hours, he must be given another minimum guarantee of two (2) hours. However, when so scheduled, the four (4) hour guarantee is applicable for the whole day. The employees in question were provided applicable guarantees.

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

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

*James W. Bledsoe*  
 James W. Bledsoe  
 Labor Relations

RECEIVED  
 MEMPHIS REGION

JUN 15 1990

cc: FDGM/PM  
 SCM/PM Shreveport, LA  
 Postmaster Monroe, LA 71203-9998

N. A. L. C.



# National Association of Letter Carriers (AFL-CIO)

M-01084

GRIEVANCE APPEAL TO **3**

DATE 4-24-90

FROM BRANCH PRESIDENT

J. CASTAGNETTA SR.

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

BRANCH GR # <u>3-037-90</u>	GRIEVANT'S NAME <u>CLASS</u>	GRIEVANT'S SS #	JOB CLASSIFICATION <u>N</u>	STATION <u>71203</u> MONROE ANNEX
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PURSUANT TO ARTICLE XV, SECTION 2 OF THE NATIONAL AGREEMENT, WE HEREBY APPEAL TO STEP 2 OF THE DECISION AT STEP 2 OF THE POSTMASTER OR DESIGNEE J. PRICE OF THE MONROE INSTALLATION, RENDERED ON April 20, 1990 AND RECEIVED ON April 24, 1990

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 BEN JOHNSON AT (ADDRESS) BNA CORPORATE CENTER, BUILDING 200, SUITE 311 OR BY PHONE NASHVILLE TN. 37217

VIOLATION: INCLUDING BUT NOT LIMITED TO NATIONAL (ART. & SECT.) 8sec. 8a&c LOCAL (ART. & SECT.)  
OTHER GROUNDS: Not Bargaining in good faith

REASON FOR APPEAL: DENIED AT STEP TWO.

CORRECTIVE ACTION REQUESTED: THAT PTF CARRIER SILMON BE PAID ONE HOUR AT 200% AND 2.25 HOURS AT THE REG. RATE OF PAY, PAY PTF ELDRIDGE ONE HOUR AT THE REG. RATE OF PAY, OR WHAT EVER AN ARB. DEEMS APP.

RECEIVED  
 90 APR 30 11:17  
 LABOR RELATIONS DIV.

cc NATIONAL BUSINESS AGENT, NALC  
POSTMASTER

J. CASTAGNETTA SR.

BRANCH PRESIDENT/DESIGNEE

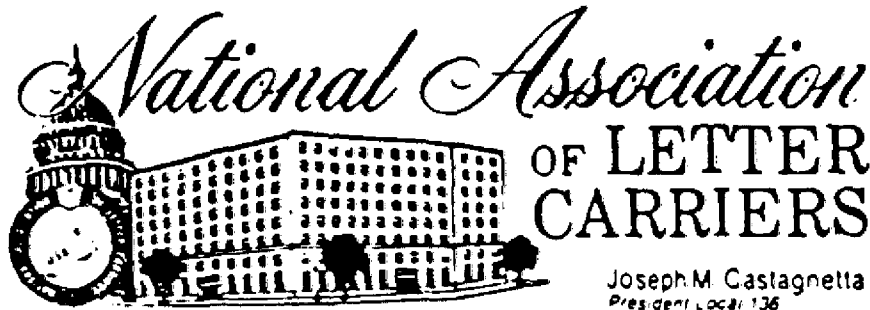
*J. Castagnetta Sr.*  
SIGNATURE

Raymond R. Giska  
Vice President

B. J. Nix  
Secretary

John W. Phillips  
Treasurer

Ronza A. Edmonson  
Sergeant At Arms



Joseph M. Castagnetta  
President Local 136

Billy Joe Scott  
Health Benefit Rep

Robert L. Britton  
Director of Retired M.

BOARD OF TRUSTEES

Tommy Gilley

Bobby Hendrix

Magellan Williams Sr

Post Office Box 7346, Monroe, LA 71211-7346  
Telephone (318) 387-8021

CONDITIONS AND CORRECTIONS  
GRIEVANCE #DB-037-90  
APPEAL TO STEP THREE

4-24-90

Management has refused to try and settle this grievance at the lowest step in the grievance procedure, they set up a step one meeting and did not show up. In good faith Mr. Castagnetta meet with Mr. Higgins before this case went to step two in hopes of settling it, but Mr. Higgins did not even give an answer. At step two the Union representative showed the step two designee where that the PTFs were being denied there time when they are called in to work, in one case it was shown that a PTF was sent home before her 4 hours of work, and when the local steward ask that did this PTF make 4 hours he was lied to and told YES, then while the steward was out on the street the supervisor called the PTF back to work so it would look like this PTF had worked 4 hours. After investigating this case this Local found out that this has been happening all along with other PTF carriers.

*J. Castagnetta Sr.*  
J. CASTAGNETTA SR.



United States  
Postal Service

MONROE, LOUISIANA 71203-9998

April 20, 1990

CERTIFIED MAIL P069 728 498  
RETURN RECEIPT REQUESTED

Joe Castagnetta Sr.  
NALC Branch 136  
60 Martha Dr.  
Monroe, LA 71203-9757

Dear Mr. Castagnetta:

On April 19, 1990, a meeting was held with you to discuss Step 2 Grievance No. NALC DB-037-90, USPS No. NDCS-86-90.

**ISSUE**

Are PTF carriers being denied four hours work guaranteed by the National Contract?

**FACTS**

PTF carriers Silmon and Eldridge are working flexible hours to meet the needs of the service.

**UNION POSITION**

Morris Dupre set up a meeting with Burns March 6, 1990 and failed to meet. Larry Higgins said to Joe Castagnetta that he would meet with him on April 7, 1990 in lieu of Dupre. Larry Higgins failed to meet. If the PTFs are scheduled they are guaranteed four (4) consecutive hours any time they come to work. 99% of the subs were sent home then called back in. Dates of incidents are 2/23, 3/6, 3/8, 3/9, 3/14, 3/20, 3/22 and 3/27.

**MANAGEMENT POSITION**

All of the PTF carriers are scheduled to satisfy the needs of the service. They also receive salaries that are commensurate to the hours of work performed.

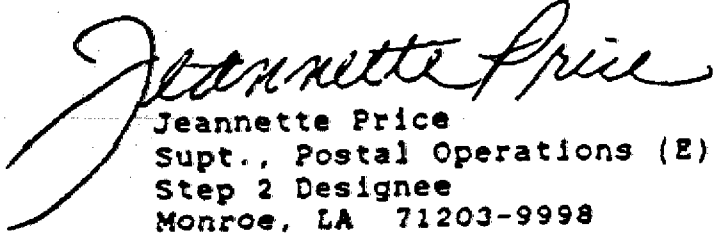


Step 2 Decision  
Union #DB-037-90  
Management #NDCS-86-90

Page 2

DECISION

This grievance is denied. Part 311.322 of the ELM provides that a PTF work hours are flexible as assigned by the Postal Service

  
Jeannette Price  
Supt., Postal Operations (E)  
Step 2 Designee  
Monroe, LA 71203-9998



# 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.



M-01084

## TANDARD GRIEVANCE FORM

DATE 4-13-90		BRANCH GRIEV NO DB-037-90	USPS NO
USPS STEP 2 DESIGNEE (NAME & TITLE) P. MILAM POSTMASTER		INSTALLATION MONROE	PHONE—OFFICE
ONE BRANCH NO 36	BUSINESS ADDRESS 60 MARTHA DR. MONROE, LA. 71203		
STEP 2 AUTHORIZED UNION REP J. CASTAGNETTA SR.		PHONE—OFFICE	PHONE—OTHER
STEP 1 MEETING HELD ON (DATE/TIME) 4-6-90	BETWEEN U.S.P.S REPRESENTATIVE L. HIGGINS	AND GRIEVANT	STEWARD Castagnetta Sr.
GRIEVANT'S NAME (OR CLASS) Class			PHONE
HOME ADDRESS		CITY	STATE ZIP

JOB CLASSIFICATION	CRAFT SENIORITY DATE	USPS SENIORITY DATE	DUTY HOURS
STATION OR BRANCH		SOCIAL SECURITY NO	VETERAN <input type="checkbox"/> YES <input type="checkbox"/> NO
OFF DAYS <input type="checkbox"/> ROTATING	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	LEVEL STEP REG
STEP 2 DECISION NONE GIVEN	BY (NAME & TITLE) L. HIGGINS ACTING LEVEL 16		SUPERVISOR'S INITIALS (UPON REQUEST)

APPEAL TO ARTICLE XV OF THE NATIONAL AGREEMENT. WE HEREBY APPEAL TO STEP 2. THE FOLLOWING GRIEVANCE  
 CONCERNING (INCLUDING BUT NOT LIMITED TO NATIONAL (ART & SECT.) 8sec. 8.4c LOCAL (ART & SECT.)  
 THE GROUNDS: NOT BARGAINING IN GOOD FAITH

FACTS: WHAT HAPPENED PTFS SILMON AND ELDRIDGE WERE DENIED (4) HOURS OF WORK, THESE CARRIERS ARE BEING SENT HOME AND TOLD TO COME BACK TO WORK. ONCE THEY ARE SCHEDULED TO WORK THEY ARE TO WORK 4 HOURS BEFORE THEY ARE SENT HOME. IN ORDER TO TRY AND SETTLE THIS GRIEVANCE AT THE LOWEST STEP THIS STEWARD MET WITH MR. HIGGINS BUT NO ANSWER WAS GIVEN. THIS WAS ONLY AFTER MR. DUPRE FAILED TO MEET WITH MR. BURNS AT THE TIME THEY AGREED ON.

ADDITIONAL SHEET ATTACHED

UNION CONTENTIONS: REASONS FOR GRIEVANCE THE NATIONAL CONTRACT IS CLEAR AS TO THE GUARANTEES. PTFES ARE GUARANTEED (4) HOURS OF WORK CONSECUTIVE. MANAGEMENT IS CIRCUMVENTING THE CONTRACT AND NOT GIVING THEM THE PTFES THERE (4) HOURS.

ADDITIONAL SHEET ATTACHED

CORRECTIVE ACTION REQUESTED: THAT PTF SILMON BE PAID (1)HR AT 200% RATE OF PAY AND 2.23hrs at the regular rate of pay, and PAY ELDRIDGE (1)HOUR AT THE REG. RATE OF PAY, OR WHATEVER AN ARB. DEEMS APP.

J. CASTAGNETTA SR.