M-01176

UNITED STATES POSTAL SERVICE

Washington, DC 20260

DATE: July 20, 1993

OUR REF: LR120:DJScola:lkm:20260-4140

SUBJECT: Article 8

EAST AREA OFFICE
JUL - 1 1993
HUMAN RES

TO: Managers, Human Resources
(All Areas)

FROM: Mgr. Human Resources		
To	Area	Dist.
Labor		
1116		
Personnel Services		
Salary		
Injury Compensation		
Training		

There have been numerous recent inquiries concerning the meaning of the word "work" contained in Article 8 of the National Agreement with the APWU and NALC. This memorandum will provide the official Corporate position on this matter.

The limitations contained in the National Agreement of 12 hours in a day and 60 hours in a week are inclusive of paid hours. If, for example, an employee had approved leave at the beginning of the service week for 24 hours, the maximum an employee is available to perform duty, i.e., to work, is 36 hours for the remainder of the service week.

Some questions received appear to contemplate that if an employee had leave of any type during the week, we could require that individual to perform services up to 60 hours. This is not the intent nor is it the application of the principles underlying Article 8.

National arbitrator Richard Mittenthal, in case H4C-NA-C 21 (Fourth Issue) stated that the 60-hour limit is absolute and no employee may be worked past that limitation.

This information does not in any way alter our previous positions and understandings with the respective national bargaining agents. Rather, it is furnished to provide a reminder as to the intent and mandates contained in Article 8.

If there are any questions, please contact Nick Scola at FTS (202) 268-2373.

Anthony J. Vegliante
Manager
Grievance and Arbitration
Labor Relations

FIELD DIRECTOR
HUMAN RESOURCES
U.S. POSTAL SERVICE