

TRAVEL / TRAINING

Step 4 settlements
Policy statements



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

March 26, 2002

Steven G. Raymer
Director
Maintenance Division
(202) 842-4213 Office
(202) 289-3746 Fax

To: All Maintenance and All-Craft NBAs, Regional Coordinators,
Local Presidents and Local Maintenance Craft Directors

From: Steven G. Raymer, Director, Maintenance Division *SGR*

Re: Travel Policy Letter from Peter Sgro dated 1/28/02

National Executive Board

William Burrus
President

Cliff "C.J." Guffey
Executive Vice President

Robert L. Tunstall
Secretary-Treasurer

Greg Bell
Industrial Relations Director

James "Jim" McCarthy
Director, Clerk Division

Steven G. "Steve" Raymer
Director, Maintenance Division

Robert C. "Bob" Pritchard
Director, MVS Division

Attached is a copy of the letter dated 1/28/02 from Peter Sgro entitled
USPS/APWU Interest Arbitration Award – Compensability of Travel Time.

We are not in agreement with this unilaterally promulgated opinion of how
the Goldberg award is to be applied.

First and foremost, the language of the award that was placed into the body
of the collective bargaining agreement could not be more clear:

"C All travel for job-related training will be considered compensable
work hours." (EA).

Regional Coordinators

Sharyn M. Stone
Central Region

Jim Burke
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Terry R. Stapleton
Southern Region

Omar G. Gonzalez
Western Region

Throughout management's travel letter, there is consistent emphasis that the
application of the language is only to travel where there is an overnight stay.
All means *ALL* -- there are no terms limiting that application, such as only
when 'the employee remains overnight' (2nd paragraph of letter).

Item 1 speaks to 'Eligibility' and the 'portal to portal' rule. The list in the last
sentence of the first paragraph, should also include 'work location or home
installation'. The portal to portal rule is correct in the first and third
examples, but not the second. In fact, the second should not be there at all.
The employee is in travel status for the entire period of time they leave their
residence or home installation and arrive at the location of the temporary
duty location and vice-versa. This will be covered further when Items 5 & 6
are discussed.

Item 2 is in violation of the official travel policy of the USPS, i.e.- the F-15.
It is the traveler who schedules his/her itinerary. It is management that

approves that schedule. The comfort and inconvenience of the traveler must be taken into account.

Item 3 appears to correctly explain application of the 10 hour rule. However, reports are that management is unilaterally changing an employee's off days when returning to something other than the employee's regular, bid, off days. The employee can request to change to whatever they want. The management initiated change must be to maintain the hours of the training schedule and that the schedule change is to run through the first scheduled off day of the employee's regular bid schedule. Management is not free to change the off days of the employee's bid schedule without incurring out of schedule pay. The change of off days to something other than the bid off days is NOT related to training. It is related to management attempting to avoid payment of overtime.

Item 4 correctly explains the application to interim trips. Please note there is no difference in pay for the employee whether he/she takes the interim trip or elects to remain at the training site. Instead of paying the housing cost, if staying, management is paying the transportation costs. One is not required to travel home for an interim trip as a condition of attending training.

Item 5 incorrectly states that approved travel time "is the time allotted by the Postal Service." The actual travel time is compensable, not some predetermined amount. In the event of management granting the use of POV instead of flying, the cost comparison must include all time from residence to airport (and parking fees if any) to arrive 2 hours prior to the scheduled flight plus the time of the flight plus the time to retrieve luggage and take the shuttle to NCED. Also, whatever the sentence "Extensions beyond this time at the request of an employee are considered excessive time." is supposed to mean, if management approved an employee's request, the time is compensable.

Item 6 is not correct. As previously stated, the employee is in travel status for the entire period of time up until his/her arrival at NCED. It should not matter if the employee sleeps in the airport or in a hotel, they are still on the clock. Portal to portal means the 'portal' of the employee's residence and the 'portal' of the temporary duty station assigned to. It does not include any other 'portals' in between.

Item 7 is regarding maximum work hours. The 12 hour rule (which arbitrator Mittenthal stated was an absolute bar) prevents management from scheduling an employee over 12 hours in a service day. Not stated by management is the applicable rate of pay. The same straight time, OT and POT rates apply while traveling or a combination of work and travel. If an employee goes over 12 hours, the rate of pay is 250% of straight time pay. If management offers the opportunity to return home and it takes the employee over 12 hours, or if the employee requests and management grants the employee the opportunity to go home on the last day, the employee is to be paid at the applicable rate (250%). It will be more expensive for management to force an employee to stay over an extra night and then pay the full 8 hours on the last day plus all travel time and per diem and then have to deal with the 10 hour rule (Item 3 above) than to permit the employee to travel home on the last day. This should be worked out prior to the employee leaving. Please note, it is not an employee demand to return home on the last day, it is a request.

Item 8 is correct. There is no more Code 83 and any previous considerations given to scheduling or allowed hours are to be disregarded.

Lastly, management makes an oblique reference to changes in the ELM and F-15. The APWU has not received an Article 19 notification of any such changes and this unilaterally promulgated letter is not such a notice.

We have received some local policy letters interpreting this letter from management. These are inconsistent and contrary to the award and even to *this letter from management*. For instance, one from Cleveland, Ohio states that an employee will only be paid for 8 hours on their last day if they travel home on that day (not even up to the 12 hour maximum). One from Jacksonville, Florida states they will change the employee's off days, involuntarily, depending on whether the employee chooses to travel home on the last day or the next day (violating the 10 hour rule). One from Harrisburg, Pennsylvania is similar regarding forced schedule changes and limits on pay.

If you become aware of any local policy letters on travel, please forward them to my office.

Attachment
SGR/syi/opeiu#2/afl-cio

January 28, 2002

Area Managers, Operations Support
Managers, Customer Service and Sales, All Districts
Managers, Human Resources, All Areas
Managers, Finance, All Areas
Managers, Human Resources, All Districts
Managers, Finance, All Districts

Subject: USPS/APWU Interest Arbitration Award –
Compensability of Travel Time

The Goldberg Interest Arbitration Panel recently issued an award that establishes the terms and conditions of the 2000-2003 National Agreement between the Postal Service and APWU-represented employees. One part of the Award changed the rules governing travel pay for employees covered by this contract.

Under the terms of the Award, effective December 18, 2001, all time spent by an APWU represented employee on travel for the purpose of receiving job-related training at which the employee remains overnight, is compensable. Included in the decision is that Article 36, Section 2 will be amended by adding the following:

"C. All travel for job-related training will be considered compensable work hours."

The provisions for compensable travel time for APWU-represented employees should be applied in the following fashion:

1. **Eligibility:** This type of travel is compensable on scheduled and nonscheduled days. Travel time is the time spent by an employee moving from one location to another during which no productive work is performed. This includes time spent traveling between residence, airport, training facilities, and hotel (portal to portal).

Portal to portal compensable in-transit time:

- begins with departure from the employee's residence or home installation and ends with arrival at the temporary place of lodging or work location; or
- begins with the departure from one temporary place of lodging or work location and ends with the arrival at another temporary place of lodging or work location; or
- begins with the departure from the temporary place of lodging or work location and ends with the arrival at the employee's residence or home installation.

2. **Scheduling of Travel:** Travel away from home overnight is to be scheduled by management. While the employee can make his/her own travel arrangements, these arrangements are subject to the concurrence of the employee's approving official. The employee may not commit Postal Service funds without the proper approval. Wherever possible, travel should be scheduled within the employee's regular workweek.

3. **Schedule Change for Employees Returning Home from Training:** Employees may request a schedule change in order to attain a reasonable amount of personal time for rest and relaxation prior to reporting for work. Such a request is subject to prior approval of the employee's union steward and supervisor. The employee will not be eligible for out-of-schedule premium as a result of these changes. When employees do not request a schedule change, and the return time [which equates to the end of the approved compensable training time] is within ten hours of the employee's regular scheduled tour, managers will (prior to the beginning of training) identify the training schedule hours as extending through the employee's first nonscheduled day following completion of classes. In such circumstances, this schedule change is considered to be required as part of the training, and the employee will not be eligible for out-of-schedule premium.
4. **Intermediate Travel Home:** When employees are attending extended training courses (such as in Norman, Oklahoma), they may be entitled to a trip home for personal convenience, as specified in handbook F-15, section 8-1. While the cost of the transportation expenses are paid by the Postal Service, the travel time for this trip is not compensable.
5. **Approved Travel Time:** Approved travel time is the time allotted by the Postal Service. Employees will not be compensated for extensions beyond this time due to personal actions. Extensions beyond this time at the request of an employee are considered excessive time. Employees will not be compensated for additional travel hours due to their own personal actions; e.g., use of POA rather than traveling by airplane (F-15), volunteering to be bumped, or changing flights for personal convenience.
6. **Handling Unusual/Emergency Circumstances:** In light of the current conditions surrounding increased airport/airline security, when employees experience delays and cancellations, procedures in Handbook F-15 should be followed. (Example: An employee is traveling home from Norman, Oklahoma via Denver. The scheduled flight is cancelled. There is no alternative flight. The employee must remain overnight in Denver. The employee is paid up until he/she reaches the place of lodging from the airport, at which time the clock stops. The travel time would resume the following day when the employee leaves for the airport). Each office should set standards for its employees to follow, in compliance with ELM 438 and F-15).
7. **Maximum Hours Allowed:** ELM 432.32 specifies that "Except as designated in labor agreements for bargaining unit employees...employees may not be required to work more than 12 hours in 1 service day. In addition, the total hours of daily service, including scheduled workhours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours." Since travel for job related training at which the employee remains overnight is considered compensable "work hours", APWU bargaining unit employees should not be required to work more than 12 hours a day, whether it be in a travel status, or in a travel and training status. However, if the employee travels beyond the 12 hours for personal convenience, that is his/her own choice.

8. Recording Time: Code 83 will no longer be used to record non-compensable travel time. Eligible employees will be compensated for this travel time whether or not it is within their bid schedule. The kind of compensation will depend on when they travel. It will be recorded as regular work hours, overtime, penalty overtime, or holiday work, as appropriate.

These changes are only applicable to APWU travel for training at which the employee remains overnight. The ELM and F-15 handbooks will be revised to comply with the changes specified in the interest arbitration award.

Please ensure that all travel of APWU-represented employees is carefully monitored so that proper compensation is provided in such travel situations.

Peter A. Sgro
Manager
Contract Administration

Mr. Jim Lingberg
Director, Maintenance Craft Division
American Postal Workers Union, AFL-CIO
1300 L Street NW
Washington, DC 20005-4128

Re: H7C-NA-C 19022

Dear Mr. Lingberg:

As a prearbitration settlement of the above case, we mutually agree that Handbook F-10, Travel Policy, or its successor, will be revised in accordance with the procedures set forth in Article 19 to reflect the following:

A bargaining unit employee may voluntarily vacate a reserved seat on an overbooked flight only if it does not interfere with official business and no additional expenses are incurred (payment for travel time, including premium pay, lodging, per diem, etc.).

Any voluntary vacating of a reserved seat on a flight is solely for the bargaining unit employee's personal benefit, and not for the Postal Service's benefit.

Bargaining unit employees may not voluntarily vacate a reserved seat on an overbooked flight if it would prevent them from working their normal work schedule or if it would otherwise interfere with official business in any way.

Bargaining unit employees may keep any compensation offered by the airline for voluntarily vacating a reserved seat. However, if a bargaining unit employee is refused seating on an overbooked flight by the airline, any payment received as a result must be turned over to the Postal Service in accordance with applicable regulations.

If a bargaining unit employee who is eligible to be paid (compensable and/or non-compensable time) during travel voluntarily vacates a seat, the employee will be paid only for those creditable hours (compensable and/or non-compensable time) which would have been spent in travel status if the employee had not voluntarily vacated the reserved seat.

Any additional hours spent in travel status as a result of voluntarily vacating a reserved seat do not constitute and will not be considered "actual work" (compensable and/or non-compensable time) for FLSA administration purposes.

If at any point, it is determined that FLSA requires payment for the additional time spent in travel status due to a bargaining unit employee voluntarily vacating a reserved seat, this settlement will become null and void and bargaining unit employees will no longer be permitted to voluntarily vacate reserved seats on overbooked flights.

Additionally, the APWU agrees to hold the USPS harmless if any possible liability arises as a result of this agreement.

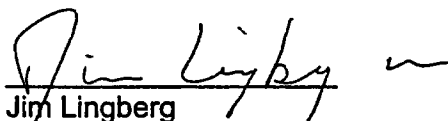
Except as provided in this settlement agreement, nothing in this settlement agreement abrogates or waives either party's rights or obligations under the collective bargaining agreement.

Please sign and return the one copy of this letter as your acknowledgment of agreement to settle case H7C-NA-C 19022 in its entirety and remove it from the pending national arbitration listing.

Sincerely,



Lisa Hambalek
Labor Relations
U.S. Postal Service



Jim Lingberg
Director, Maintenance Craft Division
American Postal Workers Union,
AFL-CIO

DATE: 3/24/99



United States Postal Service
475 L Street, N.W.
Washington DC 20260

Mr. Randy Sutton
Assistant Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Re: HOT-2H-C 1012
CLASS ACTION
CHARLESTON SC 29423

Dear Mr. Sutton:

Recently, we met to discuss the above-captioned case at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns the applicable "lowest available government rate" for cost comparison purposes when an employee uses his personal vehicle on official travel.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case.

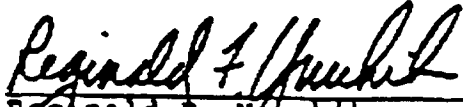
The parties at this step agree that this grievance may be resolved by application of the memorandum jointly issued by William J. Downes, Director of the Office of Contract Administration and William P. Tayman, Director of Accounting on May 14, 1987, entitled "Travel: Using Discount Fares." (Herein attached as Exhibit 1) Furthermore, while "[t]he lowest available rate is the least costly service available from the airlines at the time reservations could have/would have been made", the parties understand that a seat must have been available at quoted rate when the reservations were made.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.

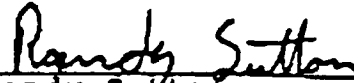
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,



Reginald F. Yorchik
Grievance and Arbitration
Labor Relations



Randy Sutton
Assistant Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO

Date: 3-29-93

UNITED STATES POSTAL SERVICE

Washington, DC 20260

DATE: May 14, 1987

OUR REF: LR420:JSPalmer:amc:20260-4127

SUBJECT: Travel: Using Discount Fares

TO: Field Directors, Human Resources
Controllers

A number of questions have been raised recently regarding the U.S. Postal Service's policy concerning air travel and the use of discount fares. The following information will serve as official guidance relative to this subject.


When traveling on commercial airlines, postal employees must use the least costly service available, taking into account the need for reasonable convenience, safety, and comfort in accordance with Section 421 of Handbook F-10, Travel. Least costly service is interpreted to mean the least expensive service available from the airlines at the time reservations are made for the travel. This does not necessarily mean mandatory use of the so-called "Super Savers" or "Maxi Savers" flights, as such fares may result in other costs such as a required Saturday night stayover; cancellation fees if advance reservations are changed; and/or unreasonable or inconvenient pre-travel arrangements.

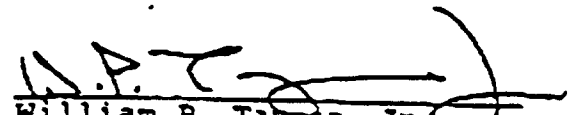
When airline reservations are made, due consideration must be given to an employee's regularly scheduled workhours to allow for reasonable time between work termination and flight departure time.

The traveler should not bear any cost if the discount travel reservations are not made or not used unless it is shown that the traveler was negligent when ticketing or canceling the flight.

In those instances when an employee is authorized to travel using a privately-owned automobile, the lowest available rate should be used for comparison purposes. (The lowest available rate is the least costly service available from the airlines at the time reservations could have/would have been made.) This includes, but is not limited to, all types of government rates offered by airlines including GSA contract rates, "Super Savers", "Maxi Savers", economy class, tourist class, coach and other special fares. (Refer also to Section 435, Handbook F-10.)

Should you have any questions concerning this matter, please contact Joan Palmer, Labor Relations Department, on PEN 268-3842 or Louis McCall, Department of the Controller, on PEN 268-3320.


William J. Downes
Director
Office of Contract Admin.
Labor Relations Department


William P. Tayman, Jr.
Director
Office of Accounting
Department of the Controller

cc: Regional Managers, Labor Relations
Regional Managers, Accounting and Systems
Compliance

UNITED STATES POSTAL SERVICE

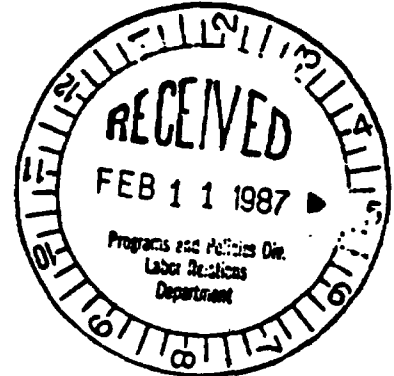
Washington, DC 20260

DATE: February 10, 1987

OUR REF: DC220:LNMcCall:4.16:431.4:20260-5211

SUBJECT: Travel - Using Discount Fares

TO: John R. Mularski, General Manager
Programs and Policies Division
Office of Contract Administration
Labor Relations Department



Reference is made to your attached memorandum relative to the American Postal Workers Union, AFL-CIO (APWU), request to be provided a policy statement concerning the use of discount fares. The following responses coincide to itemized questions which you posed in your memorandum.

1. Postal Service policy is that you must use the least costly services available, taking into account the need for reasonable convenience, safety, and comfort in accordance with Section 421 of Handbook F-10.
2. "Super Savers" are not mandatory because some of the following restrictions would not be cost effective for Postal Service travel:
 - Saturday night stayover's.
 - Cancellation fees applicable to 30 and 21 day advance reservations.
 - Some government rates are lower than "Super Savers".
 - Seat Restrictions - Only a limited number of "Super Savers" per flight are available.

Management must be considerate when making reservations and every effort must be made to schedule flights as near as possible to the persons work schedule, or to reschedule the employee's work hours if very early or late flights are ticketed.

3. When an employee is authorized to travel using a privately-owned automobile, the lowest available government rate should be used for comparison purposes.
4. The traveler should not bear any cost if the discount travel reservations are not made or not used unless it is proven without doubt that the traveler was negligent when ticketing the flight.

If you have any further questions, please contact Lou McCall on extension 3320.



Elmer A. Fode, General Manager
Assets and Payables Systems Division
Office of Accounting

Attachment



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

ARTICLE	36
SECTION	
SUBJECT	Privately owned vehicles

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

APR 14 1988

Re: H7C-NA-C 6

Dear Mr. Burrus:

On February 19, 1988, David Cybulski and Charles Dudek met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

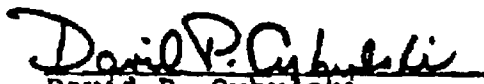
The issue in this grievance is whether management may compel employees to use their privately owned vehicles (POV) for transportation from one postal facility to another to participate in job-related training.


During our discussion, we mutually agreed that no craft employee represented by the APWU may be coerced into furnishing a privately owned vehicle or carrying passengers therein without the employee's consent.

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

Time limits were extended by mutual consent.

Sincerely,


David P. Cybulski
Acting General Manager
Grievance & Arbitration
Division


William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION,
AFL-CIO**

Re: Use of Privately Owned Vehicles

The parties agree that the following represents the policy of the U.S. Postal Service and the American Postal Workers Union concerning the furnishing of privately owned vehicles (POV) by employees of the crafts represented by the APWU:

No craft employee represented by the APWU may be coerced into furnishing a vehicle or carrying passengers without the employee's consent. The use of a personal vehicle is the decision of the employee and it is not the intent of the parties to discourage such use of personal vehicles when transportation is needed from one postal facility to another or in the completion of the employee's assignment. When an employee begins his/her work day at one postal unit and is provided transportation to another unit to complete his/her tour of duty, that employee will be provided transportation back to the unit where his/her tour began if transportation is needed. If the employee ends tour at the new location the return trip will not be on the clock but transportation will be provided promptly by management upon request.

Date July 21, 1987

(The preceding Memorandum of Understanding, Use of Privately Owned Vehicles, applies to Transitional Employees.)

* * *



UNITED STATES POSTAL SERVICE
ROOM 9014
475 L ENFANT PLAZA SW
WASHINGTON DC 20260-4100
TEL (202) 268-3816
FAX (202) 268-3074

OFFICE OF THE
ASSISTANT POSTMASTER GENERAL
LABOR RELATIONS DEPARTMENT

Mr. Teddie Days
Assistant Director
Motor Vehicle Service Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Re: H7V-4J-C 24562
Class Action
Racine, WI 53403

Dear Mr. Days:

Recently, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is entitlement to pay for travel within a fifty-mile radius.

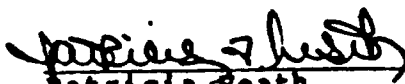
After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. The issue of what is a local commuting area is a non-interpretive issue and must be determined in each case based on the particular facts involved, including both whether it is within the suburban area immediately surrounding the employee's official duty station and whether the travel involved is within a distance of fifty miles.


Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary.

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

Time limits were extended by mutual consent.

Sincerely,


Patricia Heath
Grievance and Arbitration
Division


Teddie Days
Assistant Director
Motor Vehicle Service
Division
American Postal Workers
Union, AFL-CIO

Date: 9-30-91



OFFICIAL OLYMPIC SPONSOR



United States Postal Service
475 L'Enfant Plaza SW
Washington DC 20260

Mr. Thomas Thompson
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Re: H7C-4K-C 28684
CLASS ACTION
CEDAR RAPIDS IA 52401

Dear Mr. Thompson:

Recently, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance concerns the meaning of the "within 100 mile" limit in Article 12.


After discussion, we agreed to settle this grievance as follows:


The 100 mile criteria identified in Article 12, (e.g. 12.5.C.1.b, 12.5.C.1.d, 12.5.C.1.f, 12.5.C.5.b.(1), and 12.5.C.5.b.(1)(b) is measured as the shortest actual driving distance between installations.

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

Time limits were extended by mutual consent.

Sincerely,


Kathleen Sheehan
Grievance and Arbitration
Labor Relations


Thomas Thompson
Assistant Director
Clerk Craft Division
American Postal Workers
Union, AFL-CIO

Date: 7-23-93



DEC 15 1981

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20009
December 14, 1981

ARTICLE	8
SECTION	48
SUBJECT	Training

Mr. James I. Adams
Administrative Aide
Maintenance Craft
American Postal Workers
Union, AFL-CIO
817 14th Street, NW
Washington, DC 20005


Dear Mr. Adams:

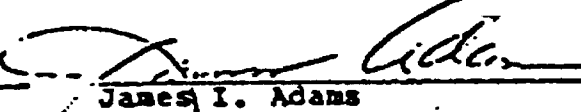
On December 11, 1981, we met in pre-arbitration discussion of E8C-5F-C-9602. It was mutually agreed that the following would represent full settlement of this case:

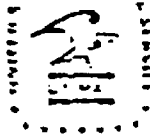
1. While there is no contractual obligation for the employer to pay out-of-schedule premium to employees in a training situation, the parties recognize the need for the employees to be informed as far in advance as possible when a schedule change for training purposes is needed.
2. Therefore, when it is possible, the employees should be notified of the schedule change by Wednesday of the preceeding week.
3. Those employees, in this grievance, who were required to work in the processing of mail during hours other than their normal schedule will be compensated at the overtime rate for the time in question on the day(s) in this grievance.

Please sign the attached copy of this letter acknowledging your agreement with this settlement, withdrawing E8C-5F-C-9602 from the pending national arbitration listing.

Sincerely,


William E. Henry Jr.
Director
Office of Grievance and
Arbitration
Labor Relations Department


James I. Adams
Administrative Aide
Maintenance Craft
American Postal Workers
Union, AFL-CIO



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

RECEIVED IN THE OFFICE OF

APR 6 1983

April 5, 1983

Mr. James I. Adams
Assistant Director
Maintenance Division
American Postal Workers
Union, AFL-CIO
817 - 14th Street, N.W.
Washington, D.C. 20005-3399

ARTICLE	8	JAMES I. ADAMS
SECTION	4 B	
SUBJECT		

*Travel for
Interview*

Re: M. Nelson
Monroe, LA 71203
H1C-3Q-C 12818

Dear Mr. Adams:

This replaces a decision dated March 4, 1983.

On January 16 and March 30, 1983, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the National Agreement.


The question raised in this grievance involved the grievant's entitlement to out-of-schedule pay for time spent outside his regular schedule in travel and being interviewed for a position.


After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. There is no dispute between the parties at Step 4 relative to the time involved in this case being handled on a no-loss-no-gain basis.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing if necessary.

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

Sincerely,


Margaret H. Oliver
Labor Relations Department


James I. Adams
Assistant Director
Maintenance Division
American Postal Workers Union,
AFL-CIO



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

DEC 2 1983

Mr. Kenneth D. Wilson
Assistant Director
Clerk Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

17
3

Steward Travel
==

Re: V. Holiere
Tampa, FL 33602
H1C-3W-C-24515

E. Williams
Tampa, FL 33614
H1C-3W-C 24518

Dear Mr. Wilson:

On November 10, 1983, we met to discuss the above-captioned cases at the fourth step of the contractual grievance procedure set forth in the National Agreement.

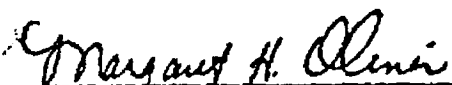
The question raised in these grievances involved entitlement to pay for time spent by union stewards traveling to investigate grievances.

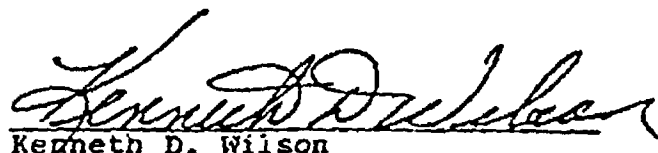
After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in these cases. We agreed that the question raised can be answered by applying the Mittenthal arbitration award issued on grievance H8N-1A-C 7812 to the fact circumstances involved.

Accordingly, as we further agreed, the cases are hereby remanded to the parties at Step 3 for further processing, if necessary.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand these cases.

Sincerely,


Margaret E. Oliver
Labor Relations Department


Kenneth D. Wilson
Assistant Director
Clerk Division
American Postal Workers

ARBITRATION AWARD

January 18, 1982

UNITED STATES POSTAL SERVICE
Brooklyn, New York

HEN-1A-C 7812

-and-

Case No.

NATIONAL ASSOCIATION OF LETTER
CARRIERS

Subject: Payment of Grievant - Travel Time for Step 2 Meeting

Statement of the Issue: Whether the Postal
Service's failure to pay a grievant for time spent
traveling to and from the Step 2 meeting on his
grievance was a violation of the National Agree-
ment?

Contract Provisions Involved: Article XVII, Section 4
of the July 21, 1978 National Agreement.

Grievance Data:

Date

Grievance Filed:	September 17, 1979
Step 2 Meeting:	October 1979
Step 3 Meeting:	January 4, 1980
Step 4 Meeting:	February 28, 1980
Appeal to Arbitration:	March 7, 1980
Case Heard:	October 6, 1981
Transcript Received:	October 24, 1981
Briefs Submitted:	December 10, 1981

Statement of the Award:

The grievance is denied.

BACKGROUND

This case involves the Postal Service's refusal to pay a grievant for time spent traveling to and from the Step 2 meeting on his grievance. NALC insists this refusal was a violation of Article XVII, Section 4 of the 1978 National Agreement. It asks that the Postal Service compensate this grievant "for on-the-clock travel time to and from [this] Step 2 meeting..."

The essential facts are not in dispute. J. Roventini, a letter carrier, was employed in mid-1979 at the Ryder Station in Brooklyn, New York. He was disciplined. He filed a grievance protesting the disciplinary action. The Step 2 meeting on his grievance was held, pursuant to Postal Service practice in Brooklyn, at the Main Post Office. NALC wanted the grievant to be present. Because the Ryder Station is a substantial distance from the Main Post Office, Roventini spent two hours traveling to and from the Main Post Office to attend his Step 2 meeting. Those hours fell during his regular work day.

The Postal Service paid Roventini only for the time he actually spent at the Step 2 meeting. It refused to pay him for his two hours' travel time. That refusal prompted the instant grievance.

Article XVII, Section 4 is the relevant contract provision. It reads:

"The Employer will authorize payment only upon the following conditions:

- Steps 1 and 2 - The aggrieved and one Union steward (only as permitted under the formula in Section 2A) for time actually spent in grievance handling, including investigation and meetings with the Employer. The Employer will also compensate a steward for the time reasonably necessary to write a grievance. In addition, the Employer will compensate any witness for time required to attend a Step 2 meeting.
- Meetings called by the Employer for information exchange and other conditions designated by the Employer concerning contract application.

"Employer authorized payment as outlined above will be granted at the applicable straight time rate, providing the time spent is a part of the employee's or steward's (only as provided for under the formula in Section 2A) regular work day."
(Emphasis added)

The parties have entirely different interpretations of this language. The Postal Service insists "time actually spent in grievance handling..." simply does not include travel time. It believes this view is supported by bargaining history, by past practice, and by the terms of the witness compensation clause added to Article XVII, Section 4 in the 1978 negotiations.

NALC disagrees. It emphasizes that Brooklyn Management scheduled a Step 2 meeting at the Main Post Office for its own convenience and thereby required Roventini to spend two hours traveling to and from the grievance meeting. It claims his travel time "was thus devoted solely to the handling of his grievance." It urges his "sole purpose", whether traveling in connection with the Step 2 meeting or discussing his complaint with Management at this meeting, was to resolve his grievance. It contends therefore that all of this time must logically be characterized as "time actually spent in grievance handling." It says its broad view of this contract clause is justified not only by the plain meaning of its words but also by "common sense" and "equity."

DISCUSSION AND FINDINGS

A grievant can receive payment under Article XVII, Section 4 "only" if he satisfies certain express "conditions." He is paid for Steps 1 and 2 of his grievance "for time actually spent in grievance handling, including investigation and meetings with the Employer", providing the "time spent" is part of his "regular work day."

The issue, simply stated, is whether the grievant's travel time to and from a Step 2 meeting constitutes "time actually spent in grievance handling..."

The key words in this contract clause, it seems to me, are "grievance handling." They encompass a broad range of grievance activity. They include "investigation",

"meetings with the Employer", and other similar kinds of grievance action. But all of these activities, to be covered by Article XVII, Section 4, must have one essential characteristic. They must involve the "actual...handling..." of a grievance.

A grievant may occasionally have to travel to a Main Post Office to participate in his Step 2 meeting. That is what happened to Roventini. But such traveling cannot reasonably be said to involve the "actual...handling..." of a grievance. While the grievant is on a bus or train en route to the meeting, he is not engaged in the "actual...handling..." of his grievance. He is traveling, nothing more. His "grievance handling" begins only when he arrives at the meeting. It follows that he has not satisfied the express "conditions" of Article XVII, Section 4 and is not entitled to payment for his travel time.

This conclusion is consistent with the parties' negotiating history. Article XVII, Section 4 has had a provision for payment for "time actually spent in grievance handling..." since 1971. NALC (actually the Postal Labor Negotiating Committee) proposed adding the following language to the "grievance handling..." clause in the 1975 negotiations: "...including travel and transportation, investigation, preparation, and writing grievances" (Emphasis added). The Postal Service rejected this proposal. NALC proposed adding the following language to the "grievance handling..." clause in the 1978 negotiations: "The Employer shall also compensate Union representatives for time spent in and travelling to and from meetings called by the Employer..." (Emphasis added). Again the Postal Service rejected this proposal. Given this history, it would appear NALC recognized in 1975 and 1978 that "time actually spent in grievance handling..." did not include travel time.

Moreover, when the parties added a witness payment clause to Article XVII, Section 4 in the 1978 negotiations, they expressed the Postal Service's obligation in a much different way. They stated, "...the Employer will compensate any witnesses for the time required to attend a Step 2 meeting." Clearly, the "time required to attend..." includes travel time. The grievant payment clause, "time actually spent in grievance handling", says nothing whatever about "time required to attend..." meetings. It can hardly be interpreted to mean the same thing as the witness payment clause.

For these reasons, I find that the Postal Service was not obliged to pay Roventini for his travel time. There has been no violation of Article XVII, Section 4.

AWARD

The grievance is denied.


Richard Mittenthal, Arbitrator



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

OCT 5 1982

Mr. Kenneth Wilson
Administrative Aide,
Clerk Craft
American Postal Workers Union,
AFL-CIO
817 - 14th Street, N.W.
Washington, D.C. 20005

ARTICLE	8
SECTION	4 B
SUBJECT	TRAINING

Dear Mr. Wilson:

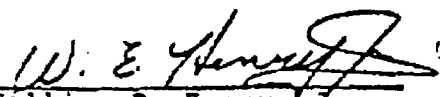
On October 1, you met with Frank Dyer in pre-arbitration discussion of E1C-2P-C 894, Reading, PA. The question in this grievance is whether management violated Article 8 by not paying the grievants for time spent traveling from their home office to the MSC for training. The Union also feels that two of the grievants should be paid for waiting on another employee to complete his training.

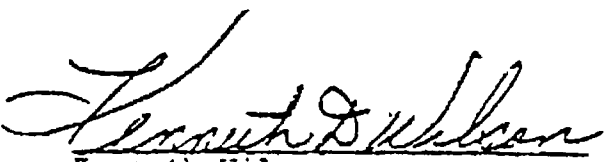
After a discussion of the issues it was mutually agreed to full settlement of the case as follows:

The two employees who were required by the Postal Service to wait until another employee completed his training will be compensated for the waiting period.

Please sign the copy of this letter acknowledging your agreement, withdrawing E1C-2P-C 894 from the national arbitration listing.

Sincerely,


William E. Henry, Jr.
Director
Office of Grievance
and Arbitration
Labor Relations Department


Kenneth Wilson
Administrative Aide,
Clerk Craft
American Postal Workers Union,
AFL-CIO



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

MOTOR VEHICLE
DIVISION
APWU

Mr. Teddie F. Days
Assistant Director
Motor Vehicle Service Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

'93 JUN -9 P12:58

Re: HOC-4L-C 11659
Class Action
Peoria IL 61601

Dear Mr. Days:

On May 27, 1993, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

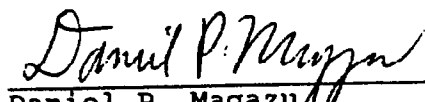
The issue in this grievance is whether management violated the National Agreement by not paying the grievant out-of-schedule pay when her schedule was changed for the purposes of acting as an On-the-Job Instructor (OJI).

During our discussion, we mutually agreed that the grievant was not "attending a recognized training session which is a planned, prepared, and coordinated program or course" within the intent of ELM 434.622.e. That language applies to trainees--not trainers.

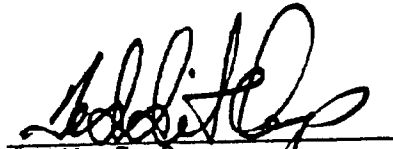
The grievance is sustained. The grievant will be paid out-of-schedule premium for the time in question.

Time limits at Step 4 were extended by mutual consent.

Sincerely,


Daniel P. Magazu
Grievance and Arbitration
Labor Relations

Date: 7-9-93


Teddie F. Days
Assistant Director
Motor Vehicle Service Division
American Postal Workers
Union, AFL-CIO

Date: June 10, 1993



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Appeal to Arbitration (Pre-1998 Contract)

April 10, 2001

Mr. Anthony J. Vegliante
Vice President, Labor Relations
U.S. Postal Service
475 L'Enfant Plaza
Washington, D.C. 20260

Re: USPS Grievance No. I87T1IC89016730 , APWU No. 012T199911

Dear Mr. Vegliante:

Please be advised that pursuant to Article 15, Sections 2 and 4, of the Collective Bargaining Agreement, the APWU is appealing the above referenced grievance to arbitration.

The Union's position is employees should be compensated for all time spent from the USPS lodging facility to NCED satellite training location(s).

Sincerely,

Greg Bell
Greg Bell, Director
Industrial Relations

USPS #: I87T1IC89016730
APWU #: 012T199911
BA #: 010000005280
Local #: 97M02A

Grievant:
City, State: Kansas City, MO
Case Officer: Bobby Donelson
Step 4 Appeal Date: 3/1/99
Contract Article(s): 8, Work Week/Work
Schedule; 8, Out-of-schedule Premium Pay;
Temporary Training Assignment; Travel To
and From;

cc: APWU Coordinator
APWU NBA: Donald Foley
Resident Officers
Industrial Relations



April 5, 2001

Certified Mail Number
7099 3400 0009 5111 4887

Mr. Bobby Donelson
Representative-at-Large,
Maintenance Division
American Postal Workers Union,
AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

RE: I87T-11-C 89016730
APWU #: 012-T1999-11
Class Action
Kansas City, MO 64108-9512

Dear Mr. Donelson:

Recently, we met to discuss the above captioned grievance at the fourth step of our contractual grievance procedure.

This issue in this grievance is whether the Postal Service violated the National Agreement when employees were not compensated for time spent on buses provided by the Postal Service to transport them between the housing accommodations and the Technical Training Center¹ classrooms.

It is the union's position that management must compensate employees for time spent in the round trips from the lodging (paid by the Postal Service) to the NCED.

It is management's position that this grievance is procedurally defective as untimely filed. Management has never compensated employees for time spent getting to the classroom at NCED. Employees were provided lodging and transportation at no cost to them during the course of training. For the period of the training, the lodging provided by the Postal Service became the grievant's home. The fact that the Postal Service was paying for the lodging has no bearing on the grievant's entitlement to compensation. The employees needed to get from their lodging to the job site – the NCED classroom – just as they would normally need to get from their regular home to their regular job site. Employees are not compensated while at their regular home for their normal commuting time from work to the job site. There simply is no basis for their being compensated for such travel while attending classes at the NCED. Daily travel from lodging to training is not included in the list of time for which employees receive compensation for training. Section 438.121 of the Employee and Labor Relations Manual clearly states that commuting time between, before or after the regular workday between the employee's home and official duty station is a normal incident of employment and is not compensable. In this case, employees were not traveling from job site to job site, but from their home lodging provided by the Postal Service, to the job site, the NCED classroom. The employees were engaged in the normal commute to and from their job site. The travel from the lodging provided by the Postal Service and the NCED can be compared to the normal commutes the employee's experience on a daily basis at their facility. The fact that the Postal Service provides free transportation from the employees' hotel to the work site is immaterial.

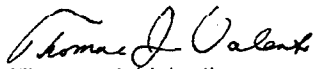
¹ renamed "National Center for Employee Development" (NCED).

I87T-11-C 89016730
APWU #: 012-T1999-11

Based on the aforementioned reasons this grievance is hereby denied.

Time limits at Step 4 were extended by mutual consent.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas J. Valenti". The signature is fluid and cursive, with the first name "Thomas" and last name "Valenti" clearly distinguishable.

Thomas J. Valenti
Labor Relations Specialist
Contract Administration



January 10, 1997

MANAGER HUMAN RESOURCES (ALL AREAS)
MANAGER MAINTENANCE SUPPORT (ALL AREAS)

SUBJECT: Schedule Change for Employees Returning Home From Training

This memorandum restates Postal Service policy with respect to schedule changes for employees returning home from Postal sponsored training.

It is imperative that all maintenance managers and vehicle maintenance managers understand the application of Section 434.62 of the Employee and Labor Relations Manual. Employees may request a schedule change in order to attain a reasonable amount of personal time for rest and relaxation prior to reporting to work. Such a request is subject to prior approval of the employee's union steward and supervisor. The employee will not be eligible for out-of-schedule premium as a result of these schedule changes.

When employees do not request a schedule change, and the return time [which equates to the end of the approved training (end of course plus approved travel time¹)] is within ten hours of the employee's regular scheduled tour, managers will (prior to the beginning of training) identify the training schedule hours as extending through the employee's first non scheduled day following completion of classes. In such circumstances, this schedule change is considered to be required as part of the training and the employees will not be eligible for out-of schedule premium. The following example identifies this process:

Employee A

Regular scheduled work hours: 12 a.m. to 8:30 a.m.

Scheduled days off: Wednesday, Thursday

Class Schedule: 7 a.m. to 4 p.m.

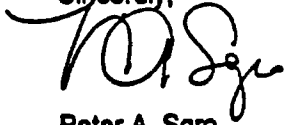
- Employee A attends class Monday through Friday. Class ends at 3:30 p.m. and after traveling home the employee arrives at his residence at 7:30 p.m. Since this is within ten hours of the employee's regular scheduled tour, the employee will work Saturday through Tuesday at the training schedule hours (7 a.m. to 4 p.m.) and resume his regularly scheduled work hours on Friday.

Please disseminate this information to your field managers for their guidance and implementation.

¹ Approved travel time is the time allotted by the Postal Service. Extensions beyond this time at the request of the employee is considered excess time. Employees who request to use a Privately Owned Vehicle (POV) for his/hers own personal convenience pursuant to 433.5 of the F-10 handbook is considered excess time.

Should there be any questions regarding the foregoing, you may contact Thomas J. Valenti of my staff at (202) 268-3831.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Sgro', written in a cursive style.

Peter A. Sgro
Acting Manager
Contract Administration APWU/NPMHU

LIGHT DUTY
TRAINING

RECEIVED
JUN 10 1987



APWU

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

RECEIVED

JUN 1 1987

Richard I. Wevodau
MAINTENANCE DIVISION, DIRECTOR
AMERICAN POSTAL WORKERS UNION

Mr. Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

MAY 29 1987

Re: Heideman
Cincinnati, OH 45234
H4T-2N-C 34006

Heideman
Cincinnati, OH 45234
H4T-2N-C 34007

Dear Mr. Wevodau:

On May 21, 1987, we met to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The issue in these grievances is whether the grievant was improperly denied an opportunity for training while he was on extended light duty.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases. Whether the grievant was improperly denied an opportunity for training is a local dispute suitable for regional determination by application of the provisions of Article 38, Section 6A, to the fact circumstances involved. We further agreed that the issue of whether the grievant's physical limitations would have prevented him from attending or participating in the training courses should be considered.

Accordingly, we agreed to remand these cases to the parties at Step 3 for further processing, including arbitration if necessary.

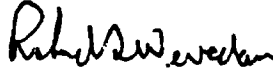
Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand these cases.

Time limits were extended by mutual consent.

Sincerely,



Elizabeth A. Johnson
Grievance & Arbitration
Division



Richard I. Wevodau
Director
Maintenance Craft Division
American Postal Workers
Union, AFL-CIO

Mr. Bobby Donelson
National Representative at Large
Maintenance Division
American Postal Workers
Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

Re: H94T-4H-C 97091199
Class Action
St. Petersburg, FL 33730-9998

Dear Mr. Donelson:

Recently, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

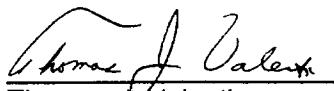
The issue in this grievance is whether the Postal Service violated the National Agreement in its application of per diem when employees were charged for food and drink between the set meal times while attending training at the National Center for Employee Development (NCED)¹.


After reviewing this matter, the parties mutually agreed that no national interpretive issue is fairly presented in this case. There is no obligation for the Postal Service to provide food or drink outside the criteria established in the F-15 handbook, Travel and Relocation, Appendix A-2.6 entitled "Special Situations – Meal Reductions."

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing or to be scheduled for arbitration, as appropriate. If this case was withdrawn from regional arbitration prior to referral to Step 4, it will be returned to the same stage of arbitration in accordance with the Memorandum of Understanding entitled "Step 4 Procedures."

Please sign and return the enclosed copies of this letter as your acknowledgement of agreement to remand this case.

Time limits at this level were extended by mutual consent


Thomas J. Valenti
Labor Relations Specialist
Contract Administration


Bobby Donelson
National Representative at-Large
Maintenance Division
American Postal Workers Union,
AFL-CIO

October 31, 2000

¹ Previously called the Technical Training Center (TTC).

LABOR RELATIONS



August 27, 1999

Mr. James Lingberg
Assistant Director
Maintenance Division
American Postal Workers
Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

Dear Jim:

This is in further regard to your discussions with Thomas J. Valenti of my staff concerning grievance processing at the National Center for Employee Development (NCED).

As discussed, and consistent with past practice, employees who feel aggrieved at NCED must discuss the grievance with their immediate supervisor pursuant to Article 15, Section 2, Step 1 within fourteen (14) days upon return from NCED.

Should there be any questions regarding the forgoing, you may contact Thomas J. Valenti of my staff at (202) 268-3831.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Sgro", written over the word "Sincerely".

Peter A. Sgro
Manager
Contract Administration

cc: Human Resources Manager (All Areas)
Mr. Mosier, NCED



Mr. Bobby Donelson
Representative at Large
Maintenance Division
American Postal Workers Union
AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

RE: A90T-1A-C 94000111
Misiano, C.
Hauppauge, NY 11760-9998

Dear Mr. Donelson:

Recently, we met to discuss the above captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated the National Agreement when employees were prohibited from smoking and consuming alcoholic beverages in their rooms while attending classes at the National Center for Employee Development (formerly the Technical Training Center).

After reviewing this matter, we mutually agree that no national interpretive issue is fairly presented in this case. The parties agree that the use of intoxicating beverages is governed by the Employee and Labor Relations Manual (ELM), Section 661.54 and that the issue concerning smoking was resolved in the prearbitration settlement of case Q90C-4Q-C 93044076/H0C-NA-C 19020 (copy attached).

Accordingly, we agreed to remand this case to the parties at Step 3 for application of the prearbitration settlement and application of the ELM language.

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

Time limits at Step 4 were extended by mutual consent.

Sincerely,

A handwritten signature in cursive script, reading "Thomas J. Valenti".

Thomas J. Valenti
Labor Relations Specialist
Contract Administration

A handwritten signature in cursive script, reading "Bobby Donelson".

Bobby Donelson
Representative-at-Large
Maintenance Division
American Postal Workers Union
AFL-CIO

Attachment

August 24, 2000



Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Re: HOC-NA-C 19020
Q90C-4Q-C 93044076

Dear Mr. Burrus:

Recently we met in a pre-arbitration discussion of the above cases.

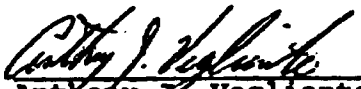
The issue in these cases is whether management violated Article 19 of the National Agreement in the issuance of the 1993 revision of Section 880 of the Employee and Labor Relations Manual regarding smoking.


We mutually agree that consistent with the provisions of Section 880 of the Employee and Labor Relations Manual, smoking is prohibited in all postal facilities. However, safety and health committee union representatives shall participate in the selection of designated smoking areas on postal property outside of postal facilities, where designation of such smoking areas is feasible. In those installations that do not have a safety and health committee, the union president shall participate in the selection of designated smoking areas. Employee convenience, safety, health, housekeeping, and public access will be considered in the identification of designated smoking areas.

This settlement resolves all locally filed grievances and cases pending with the National Labor Relations Board relating to the smoking policy.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to settle these cases, withdrawing case number HOC-NA-C 19020 and Q90C-4Q-C 93044076.

Sincerely,


Anthony J. Vegliante
Manager
Grievance and Arbitration
Labor Relations


William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

Date: 3-21-95



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Notification to Hold Pending Interpretive Dispute

April 5, 2001

Mr. Anthony J. Vegliante
Vice President, Labor Relations
U.S. Postal Service
475 L'Enfant Plaza
Washington, DC 20260

Re: USPS# D98T1DC99208113, APWU# INQT200136

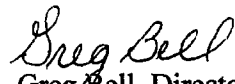
Dear Mr. Vegliante,

Pursuant to Article 15 of the National Agreement, the APWU referred an issue involved in the above-referenced grievance from Step 3 or regional arbitration to the national level for determination as to whether or not an interpretive issue exists. The APWU has determined that an interpretive issue does exist. Our record indicates that the APWU initiated a pending Step 4 dispute involving the same or substantially similar issues or facts in USPS # Q94C-4Q-C 97046657. Therefore, the above-referenced grievance should be held pending the outcome of the national interpretive dispute.

The issues and facts involved in this dispute are, but not limited to, the following: the Union's position is the USPS must adhere to Article 38, Section 6A. If the school develops KSA's not in position, then the employee should not be held responsible for those KSA's.

If you disagree that the above-referenced grievance involves the same or substantially similar issues or facts as the national-level dispute identified above, and therefore should be held at the Step 3 or regional arbitration level pending the outcome of the national interpretive dispute, please contact me at 202-842-4273.

Sincerely,


Greg Bell, Director
Industrial Relations

BA#: 230000027618

Local #: ME1099GD

Referred From: Scheduled for Arbitration or Referred from Hearing

Grievant Name: CLASS ACTION

Installation:

cc: Bennie Frizzell, NBA



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

JAN 1 6 1984

Mr. Richard I. Wevodau
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Re: B. Ciardullo
Manchester, NH 03103
H1T-1K-C 19915

Dear Mr. Wevodau:

On December 21, 1983, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question raised in this grievance is whether management violated Article 19 by requiring the grievant to successfully complete several training courses before being promoted to the position of Engineman.

In discussing the case, we reviewed the settlement reached on grievance no. H1T-4F-C 6029 which provides in pertinent part, the following:

1. The intent of the parties is that the training courses set forth in the qualification standards shall not be considered as mandatory in every case. Instead, while management may assign such courses in its discretion, the decision shall be based on the nature of the particular assignment considered together with the capabilities and training of the individual employee. The parties agree that, while on the one hand it is essential to train an individual in every necessary respect, it is also appropriate to avoid training when it is unnecessary.
2. Nothing in this Award shall be construed as depriving an employee of existing rights to access to the grievance procedure in the event of a dispute as to the extent of training.

Mr. Richard I. Wevodau

2

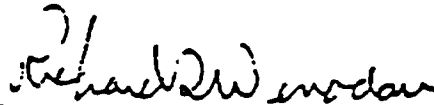
During our discussion, we agreed to resolve this case, as no further action is required; however, the above award is to be applied when training needs are determined in future situations such as that with which this grievance is concerned.

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

Sincerely,



Margaret H. Oliver
Labor Relations Department



Richard I. Wevodau
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO

RECEIVED BY

OCT 19 1983

INDUSTRIAL
RELATIONS

In the Matter of the Arbitration Between:

RECEIVED
HALL DELIVERED

Airs 1836

UNITED STATES POSTAL SERVICE

AND

Case No. H1T-4F-C-6029

AMERICAN POSTAL WORKERS UNION

Hearing held August 31, 1983

Before Richard I. Bloch, Esq.

APPEARANCES:

For the Union

Gerald "Andy" Anderson
Assistant Director, Clerk Division

Thomas Freeman, Jr.
Assistant Director, Maint. Division

For the Employer

Lawrence G. Handy
Labor Relations Executive

Frank M. Dyer
Labor Relations Specialist

STIPULATED AWARD

The parties having been able to achieve a mutually satisfactory resolution of the above-entitled matter, the grievance is hereby settled on the following terms, which are incorporated as the Award in this matter:

1) The intent of the parties is that the training courses set forth in the qualification standards shall not be considered as mandatory in every case. Instead, while Management

may assign such courses in its discretion, the decision shall be based on the nature of the particular assignment considered together with the capabilities and training of the individual employee. The parties agree that, while on the one hand it is essential to train an individual in every necessary respect, it is also appropriate to avoid training when it is unnecessary.

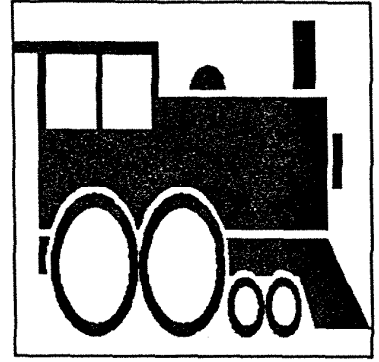
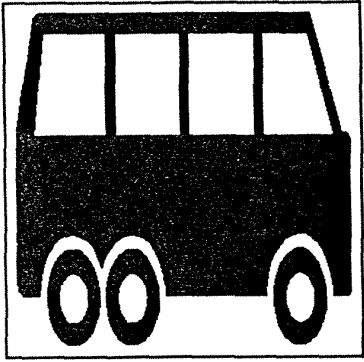
2) Nothing in this Award shall be construed as depriving an employee of existing rights to access to the grievance procedure in the event of a dispute as to the extent of training.

3) Questions concerning employees involved in this grievance are remanded to the parties for resolution and compliance with this Award.



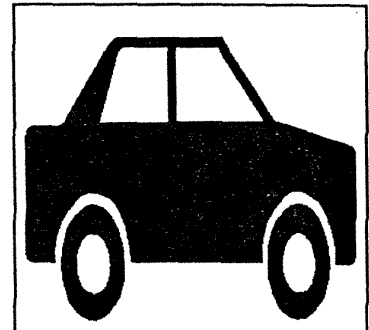
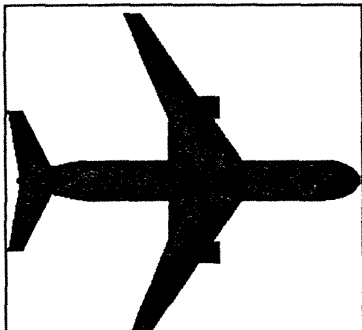
Richard I. Bloch, Esq.

September 27, 1983



TRAVEL
AND
TRAVEL RELATED ISSUES

RANDY SUTTON
ASSISTANT DIRECTOR
MAINTENANCE DIVISION
CASE MANAGER
TRAVEL ISSUES



444.22 Actual Work

444.221 Definition. Actual work is defined as all time which management suffers or permits an employee to work.

444.222 Exclusions. Actual work does not include any paid time off, but does include steward's duty time, travel time (438.1), meeting time, training time (438.223), and time off authorized for a city letter carrier under the 7:01 rule (432.53).

444.223 Unauthorized Time. The reason for an employee continuing to work, with specific approval or disapproval, is immaterial. It is the duty of supervisors to exercise control over the working hours of their subordinates by making sure that employees complete their duties and clock out promptly at the completion of their tour if additional work is not desired or authorized. See 432.7 for disallowed time.

438 Pay During Travel or Training

438.1 Pay During Travel

438.11 Definitions

438.111 Travel Time is time spent by an employee moving from one location to another during which no productive work is performed and excluding the normal meal time if it occurs during the period of travel.

438.112 Local Commuting Area is the suburban area immediately surrounding the employee's official duty station and within a radius of 50 miles.

438.12 Commuting to and from Work.

438.121 Commuting time before or after the regular workday between an employee's home and official duty station, or any other location within the local commuting area, is a normal incident of employment and is not compensable. It is not compensable regardless of whether the employee works at the same location all day or commutes home after the workday from a location different from the one where the workday started.

438.122 Commuting time to and from work also is not compensable when an employee is called back to work after the completion of the regular work day. However, such commuting time is compensable if the employee is called back to work at a location other than his or her regular work site.

438.123 When an employee is employed to work on a permanent basis at more than one location in the same service day, the time spent commuting between the locations is not compensable travel time, provided there is a break in duty status between the work performed in the different locations. A break in duty status occurs when an employee is completely relieved from duty for a period of at least 1 hour that may be used for the employee's own purposes. This 1 hour or greater period must be in addition to the actual time spent in travel and the normal meal period, if the normal meal period occurs during the time interval between the work at the different locations. (See 438.132 for travel time between job locations when there is no break in duty status.)

438.13 Types of Compensable Travel Time

438.131 General. The determination of whether travel time is compensable or not depends upon (1) the kind of travel involved, (2) when the travel takes place, and (3) the eligibility of the employee (see exhibit 438.13). The three situations that may involve compensable travel time are described below.

438.132 Travel from Job Site to Job Site. The following applies:

a. Rule. Time spent at any time during a service day by an eligible employee in travel from one job site to another without a break in duty status within a local commuting area is compensable. (See 438.123 which makes the travel time noncompensable as commuting time when there is a break in duty status between the work performed in different locations.)

b. Eligibility. This type of travel time is compensable for all employees during their established hours of service on a scheduled workday. At all other times, this type of travel time is compensable only for employees who are entitled to receive overtime pay.

438.133 One Day Assignment Outside the Local Commuting Area. The following applies:

a. Rule. Except as stated in the next sentence, time spent at any time during a single service day by an eligible employee who is in travel on Postal Service business to one or more locations outside of the local commuting area and back to the home community is compensable. Time spent commuting in either direction between home and an airport, bus terminal, or railroad station within the local commuting area, if it occurs outside of established hours of service on a schedule workday, and the usual mealtime, must be deducted from compensable travel time.

b. Eligibility. This type of travel time is compensable for all employees during their established hours of service on a scheduled work day. At all other times, this type of travel time is compensable only for employees who are entitled to receive overtime pay.

438.134 Travel Away from Home Overnight. The following applies:

a. Rule. Travel time spent by an eligible employee in travel on Postal Service business to and from a postal facility or other work or training site which is outside the local commuting area and at which the employee remains overnight is compensable if it coincides with the normal work hours for a bargaining-unit employee's regular bid job or for a nonbargaining employee's schedule in effect while traveling, whether on a scheduled or a nonscheduled day, and regardless of his or her schedule while away from the home installation, subject to 438.141 and 438.142. For instance, an eligible employee with a normal workhours of 7:00 p.m. to 3:30 a.m. Saturday through Wednesday is scheduled for training at another location from 8:00 a.m. to 4:30 p.m., Monday through Friday. If the employee travels from 6:00 p.m. to 8:00 p.m. on any day of the week, 1.0 travel hours would be compensable. If the same employee travels from 5:00 p.m. to 7:00 p.m. on any day of the week, no travel hours would be compensable. Compensable travel time includes the time spent in going to and from an airport, bus terminal, or railroad station.

b. Eligibility. This type of travel time is compensable for all employees on their scheduled workdays. On nonscheduled days, this type of travel time is compensable only for nonexempt employees.

c. Intermediate Travel Home. Employees who are on an extended assignment away from home may be given the opportunity during the assignment to return home for personal convenience. Although the cost of the round trip is a reimbursable travel expense, the travel time involved is not compensable when it falls outside of the scheduled service week given to the employee during the temporary assignment.

d. Scheduling of Travel. Travel away from home overnight is to be scheduled by management on a reasonable basis without a purpose either to avoid compensation for the travel time or to make the travel time compensable.

438.14 Special Travel Provisions.

438.141 Use of Private Automobile for Personal Convenience. If an eligible employee, who is traveling under the provisions of 438.132, .133, or .134, is offered public transportation but utilizes a personally owned conveyance for personal convenience, only the lesser of the time spent actually driving or those creditable hours which would have been spent in travel by public transportation will be compensated.

438.142 Required Use of an Automobile. All time spent actually driving an automobile while traveling away from home overnight because no public transportation is available is compensable travel time for an eligible employee whether the time occurs within or outside of the employee's established hours of service.

438.143 Work Performed While Traveling. Any time spent in actual work by an eligible employee that is required or suffered or permitted to be performed while traveling is compensable.

438.15 Compensation Provisions.

438.151 Compensable travel time is counted as worktime for pay purposes and is included in hours worked in excess of 8 hours in a day, 40 hours in a week, or on a nonscheduled day for a full-time employee, for the determination of overtime for eligible employees. (See 433 and 434.1.)

438.152 Out of schedule overtime, nonbargaining rescheduling premium, and guaranteed time are not payable to employees while traveling away from home overnight.

438.153 Night differential is paid to eligible employees during those hours of compensable travel between 6:00 p.m. and 6:00 a.m. on either a scheduled or nonscheduled day.

438.154 Sunday premium is paid to eligible employees for paid travel time during a scheduled tour that includes any part of a Sunday.

438.16 Effect on Other Travel Reimbursement. The rules stated in this section 438.1 do not affect the entitlement of employees to other types of reimbursement under applicable regulations, such as reimbursement of certain travel expenses and per diem.

F10 HANDBOOK

CHAPTER 2 PERSONAL EXPENSE ALLOWANCES

210 FIGURING PERSONAL EXPENSE ALLOWANCES

211 SUBSISTENCE

Subsistence includes per diem and lodging. (See Appendix B, parts II and III.)

211.1 PER DIEM. You will be paid a per diem allowance for official travel. Per diem includes all charges for meals, fees and tips to waiter, bellboys, and porters, laundry and cleaning expenses, etc.

Exceptions:

- a. For travel to Alaska, Hawaii, Puerto Rico, and U.S. possessions, see part 642.
- b. For foreign travel, see part 643.

211.2 PER DIEM Quarters--Travel of 24 Hours or More. If you are in a continuous travel status of 24 hours or more or when you require lodging, per diem periods will be computed by the midnight-to-midnight rule. Under this rule, calendar days are used, running from one midnight to the following midnight. These days are divided into 6-hour segments beginning with midnight. The first segment includes the period from 12:01 a.m. to 6:00 a.m. The second segment includes the period from 6:01 a.m. to 12:00 noon, and so forth. You are allowed one (1) full per diem period (quarter day) for each 6-hour segment of a calendar day, or fraction of a calendar day, that you are in travel status.

For example: If you depart from your official station at 8:40 a.m. on the first of the month and return at 10:30 p.m. on the third, you are entitled to 3 per diem periods for the first day of travel and 4 per diem periods for each of the two succeeding days of travel, or a total of 11 per diem periods. (See Appendix B, part II.)

211.3 PER DIEM Quarters--The 10-Hour Rule. No per diem will be allowed when the travel period is 10 hours or less during the same calendar day.

Exception: Per diem will be allowed when:

- a. The travel period is 6 hours or more and begins before 6:00 a.m. or ends after 8:00 p.m.; and

- b. Records indicate that you were put to additional expense because of official travel.

212 PER DIEM--Lodging Required

When lodging is required, per diem will be paid at the rate shown in Appendix B, part II.

212 PER DIEM--Lodging Not Required

When lodging is not required and you are in a travel status for more than 10 consecutive hours and less than 24 hours, the per diem rate is shown in Appendix B, part II. The allowable rate is based on a 6-hour segment computed on actual elapsed time.

For example: If you depart from your official duty station at 6:30 a.m. and return at 6:10 p.m., the total time elapsed is 11 hours and 40 minutes. In this example, you will be entitled to two periods of per diem--one for the full 6-hour period and one for the fraction of a second 6-hour period (5 hours, 40 minutes)--at the rate shown in Appendix B, part II.

214 DURATION OF OFFICIAL TRAVEL

When computing per diem allowances, your official travel begins when you leave your official duty station or home, and concludes when you arrive back at your official duty station or home.

214.1 THE 30-MINUTE RULE. If your time of departure is within 30 minutes before the end of a quarter day, or your return is within 30 minutes after the beginning of a quarter day, per diem for either such quarter day will not be allowed.

CHAPTER 3

TRAVEL ADVANCE AND GOVERNMENT CARD PROGRAM

311.5 OBTAINING TRAVEL ADVANCES FOR TRAINING

311.51 ADVANCES FOR TRAVEL TO SPECIFIC TRAINING SITES. You can get an advance to pay for travel to attend programs which are held at the following:

- a. William F. Bolger Management Academy in Potomac, MD.
- b. Technical Training Center in Norman, OK.
- c. Contractor's sites away from your official duty station.

311.52 LIMITATIONS ON AMOUNTS ADVANCED FOR TRAINING

311.521 When lodging is provided by the Postal Service, advances are limited to a maximum of \$1,000 (See Appendix A for approval authority.)

311.522 When lodging is not provided and the training program lasts two weeks or more, advances up to \$2,000 may be authorized. (See Appendix A for approval authority.)

311.523 If you are assigned to the Management Associate Program, advances of up to \$3,000 may be allowed with approval. Advances for the Management Associate Program are approved by the RPMG.

312 REPAYING TRAVEL ADVANCES

312.1 WHEN YOU MUST REPAY THE ADVANCE. You must repay advances as soon as possible after you complete a trip.

312.2 REPAYING ADVANCES FOR REGULAR TRAVEL AND TRAINING

312.21 REPAYING ADVANCES. If you do not anticipate more travel within the following three-week period, you must immediately file a travel voucher and claim your travel expenses. If the amount of your outstanding travel advance exceeds the amount of your travel expenses, you must repay the difference. Attach a check or money order to the front of your travel voucher made payable to the Disbursing Officer, U.S. Postal Service. Your social security number must be annotated on the check or money order. The voucher must show that expenses have been applied against the outstanding balance of the travel advance. If the voucher does not show this, the San Mateo PDC will automatically subtract your travel expenses from the amount of the outstanding travel advance.

CHAPTER 5

LOCAL TRAVEL

510 DEFINING LOCAL TRAVEL

511 TRAVELING FROM YOUR OFFICIAL DUTY STATION

Local travel is defined as travel within a 50-mile radius of your duty station.

512 TRAVELING FROM YOUR RESIDENCE

When it is advantageous to the Postal Service, you may be authorized to travel directly from, and return directly to, your residence.

513 TAKING OVERNIGHT TRIPS

Overnight trips within a 50-mile radius of your duty station are not considered local travel. If you must remain on site overnight, it is considered regular travel. When you must stay on site and pay for meals and lodging, you may claim per diem. (See Appendix B, parts II and III.) Claim per diem and lodging as regular travel on Form 1012.

514 WHAT IS NOT ALLOWED

Daily commuting between your residence and your official duty station is not local travel. Getting to work is your responsibility.

520 WHAT EXPENSES ARE ALLOWED FOR LOCAL TRAVEL

521 REASONABLE EXPENSES

Any reasonable subsistence expense that you incur as a result of official travel will be approved by the supervisor who authorized the assignment or trip. You must write a justification of the expenses on the approved voucher and attach a receipt for any expenditure over \$8. You can claim reimbursement for telephone charges and miscellaneous expenses you incur while transacting official business. Other examples of such expenses might be rental equipment (such as viewgraphs or movie screens) for training or meetings.

522 MEALS WHILE ATTENDING MEETINGS AND TRAINING

When you are required to attend meals as part of an official business session, you may be reimbursed for out-of-pocket expenses. You cannot claim per diem. You must state on the voucher that attendance was required.

523 ADDITIONAL OUT-OF-POCKET EXPENSES (COMMUTING EXPENSE)

An approving official (see Appendix A) can approve additional commuting expenses you incur as a result of official travel. A cost comparison must be included with your claim for reimbursement. If the cost(s) incurred do not exceed your normal daily commuting expense, no reimbursement will be made. Example: You normally commute by mass transit (bus, subway, etc.) but are authorized to use a personal automobile to each of your destinations. You can be reimbursed for the miles traveled based on the standard mileage rates for an automobile (see Appendix B), less your normal daily commuting expenses.

524 USING A PRIVATELY OWNED VEHICLE (POV)

524.1 USING A POV FOR SPECIFIC ASSIGNMENTS. You may be able to use a POV for specific assignments. Some examples of specific assignments are: investigation and route examinations, customer service travel, and postal systems examinations.

5124.2 CLAIMING REIMBURSEMENT--NON-BARGAINING PERSONNEL

524.21. SUPERVISOR REIMBURSEMENT. Supervisors are reimbursed at a daily rate or standard mileage rate (see Appendix B, part I.B.), whichever is greater, when a POV is authorized for the following assignments.

- a. Supervising carriers.
- b. Inspecting routes.
- c. Motor vehicle service operations (supervising Postal Vehicle Service (PVS)).
- d. Airport ramp operations.

524.22 FORM 4570, VEHICLE TIME RECORD. The supervisor must submit a Form 4570 to the servicing Vehicle Maintenance Facility (VMF), showing the date and start/stop odometer readings. When claiming the daily rate, supervisors must indicate on Form 4570 the actual time devoted to the duties described above.

524.23 LOCAL TRAVEL INSTRUCTIONS. Postmasters should follow the instructions for local travel and transportation of supervisory and non-supervisory personnel. (See Handbook F.1, subchapter 740.)

525 USING PUBLIC TRANSPORTATION OR TAXI

You can claim reimbursement for public transportation expenses (bus, subway, etc.). You may claim taxi fare as well as a 15 percent tip for a taxi ride from your temporary duty station to your residence when other means of transportation are not available because of time of day or location. The fare claimed may not be more than the amount which you would have claimed from the temporary duty station to your official duty station. Taxis may

would have claimed from the temporary duty station to your official duty station. Taxis may also be authorized for other reasons when taking them is advantageous to the Postal Service.

526 PHONE CALLS HOME--SCHEDULE CHANGE

When you are in official travel status for a period of less than 24 hours and your travel plans change after your departure, you may place one personal phone call home to alert family or friend of the change. The length of the reimbursable phone call may not exceed 5 minutes. The least expensive means of placing the phone call must be used, when possible. Postal Service owned or leased phone lines may be used for placing these calls. If Postal Service owned or leased lines are not used for these calls, you may claim the expense on PS 1164, Claim for Reimbursement for Expenditures on Official Business (no receipts are necessary). Questionable costs may be subject to challenge or request for clarification by approving officials.

740 SUBMITTING THE TRAVEL VOUCHER

741 HOW FREQUENTLY TO SUBMIT A VOUCHER

When you are in a travel status, you must submit at least one voucher in each accounting period. Include all regular travel in the United States and its territories and possessions on the one voucher. If you do not anticipate another trip within the accounting period, submit the voucher at the end of the trip. If one trip occurs in two accounting periods, you may submit one voucher for the entire trip. Employees on extended duty assignments or on training assignments of seven days or more may submit vouchers more frequently if they need the funds to meet their expenses. A sample travel voucher is shown in Exhibit 741.

742 GETTING FUNDS FROM AN IMPREST FUND CASHIER

An imprest fund cashier may reimburse you for up to \$100 of expenses for travel outside your official duty station, but only in an emergency. Submit to the imprest fund cashier PS 1164, Claim for Reimbursement for Expenditures on Official Business, after it has been approved by the appropriate approving official. When the cashier receives the voucher, he or she will reimburse you in cash. You will sign in

**TRAVEL AWAY FROM HOME OVERNIGHT
OUTSIDE REGULAR WORK HOURS
GRIEVANCE FORM**

444.22 ACTUAL WORK

444.221 DEFINITION. Actual work is defined as all time which management suffers or permits an employee to work.

444.222 EXCLUSIONS. Actual work does not include any paid time off, but does include steward's duty time, travel time (438.1), meeting time, training time (438.223), and time off authorized for a city letter carrier under the 7:01 rule (432.53).

DESTINATION: _____

USE 24 HOUR CLOCK

DEPARTURE DATE:

DEPARTURE TIME FROM HOME:

 *

DESTINATION ARRIVAL TIME:

 *

AMOUNT OF TRAVEL TIME:

 /

Hours/Minutes

USE 24 HOUR CLOCK

DEPARTURE DATE:

DEPARTURE TIME RETURNING HOME:

 *

DESTINATION ARRIVAL TIME:

 *

AMOUNT OF TRAVEL TIME:

 /

Hours/Minutes

- * **438.141 USE OF PRIVATE AUTOMOBILE FOR PERSONAL CONVENIENCE.** If an eligible employee, who is traveling under the provisions of 438.132, .133, or .134, is offered public transportation but utilizes a personally owned conveyance for personal convenience, only the lesser of the time spent actually driving or those creditable hours which would have been spent in travel by public transportation will be compensated.

REMEDY REQUESTED: MAKE THE GRIEVANT WHOLE FOR ALL TRAVEL TIME.



FINANCE GROUP
Washington, DC 20260

August 12, 1977

MEMORANDUM TO: Director, E&LR, All Regions
Director, Finance, All Regions
Director, Postal Data Centers

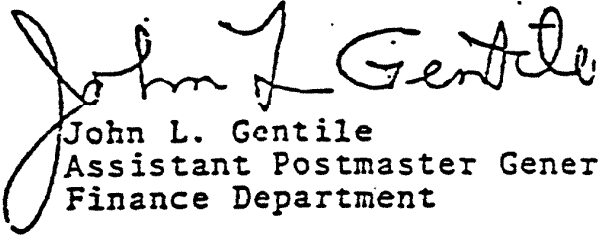
SUBJECT: Intermediate Travel Home During Long
Term Training

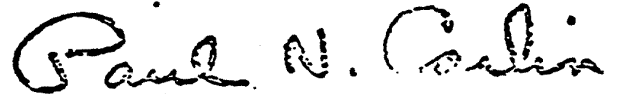
This memorandum is in further reference to and will rescind the memorandum dated June 14, 1977 from John L. Gentile to H. F. Bolting on the subject "Intermediate Travel Home During Long Term Training Assignment" (copy attached).

The Employee and Labor Relations sections of the Postal Service Manual relative to this issue are in the process of being revised. For employees who are involved in long term training assignments away from their duty station, the following policy will be applicable:

If the training assignment is for three weeks or less, no intermediate travel to the employee's permanent duty station will be authorized. For training assignments in excess of three weeks, an employee will be authorized one week-end trip to his/her permanent duty station. One additional week-end trip to the employee's permanent duty assignment will be authorized for each additional three-week period of the training assignment thereafter. The actual scheduling of the week-end trips will be given in the information sent to each employee scheduled for a course in excess of three weeks. Authorization will be to return only to the employee's permanent duty station. Any exception to this policy on trip destination must be authorized by the SAPMG, E&LR Group.

The above policy reflects a clarification of previous policies and is effective immediately. All charges authorized in accordance with the above policy will be made in accordance with the travel regulations found in the M-9 Handbook. The M-9 Handbook will be amended to reflect consistency with this policy.


John L. Gentile
Assistant Postmaster General
Finance Department


Paul N. Carlin
Assistant Postmaster General
Employee Relations Department

Attachment