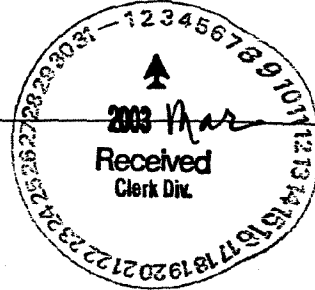


HUB CLERK

**EXPANDING CAREER
WORKHOUR
OPPORTUNITIES**

LABOR RELATIONS



Mr. James "Jim" McCarthy
Director, Clerk Division
American Postal Workers Union, AFL-CIO
1300 L Street NW
Washington, DC 20005-4128

RE: Q90C-4Q-C 93034651
Washington, DC 20260-4110

Dear Mr. McCarthy:

This agreement supersedes and replaces our November 18, 2002 prearbitration agreement for the above-captioned case.

The issue in this case is whether the Albany District's practice of requiring, as a condition of employment, part-time flexible clerk craft employees to work in installations other than their employing office, violates the National Agreement.


After reviewing this matter, we mutually agree to resolve this case based on the following understanding:

Part-time flexible clerk craft employees are placed on the part-time flexible roll, as defined under Article 37.2.D.3 of the 2000-2005 National Agreement, of the office designated "Employ Office" on their PS Form 50 (currently blocks 32-34).

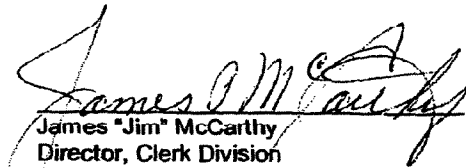
Part-time flexible clerks may be assigned to work in offices outside their "Employ Office," consistent with the applicable provisions of the National Agreement.

Please sign and return the enclosed copy of this decision as acknowledgment of your agreement to supersede and replace our November 18, 2002 prearbitration agreement with this decision.

Sincerely



Doug A. Tulino
Manager
Labor Relations Policies and Programs
U.S. Postal Service



James "Jim" McCarthy
Director, Clerk Division
American Postal Workers Union,
AFL-CIO

2/19/03
Date

**QUESTIONS AND ANSWERS –
PART-TIME FLEXIBLE CLERKS WORKING IN OTHER INSTALLATIONS**

The following questions and answers represent the mutual understanding and agreement of the APWU/USPS concerning part-time flexible clerk craft employees who are required to work outside their home office. This agreement covers, but is not limited to, part-time flexible clerk craft employees who are required, as a condition of employment, to work in installations other than their home office (national case Q90C-4Q-C 93034651). This agreement is not applicable and is without prejudice to the position of either party regarding the assignment of other crafts and/or categories of employee outside their home office.

1. Does requiring a part-time flexible clerk to work in more than one installation violate the National Agreement?

Response: No, part-time flexible clerks may be assigned to work in offices outside their home office (the "Employ Office" identified on PS Form 50) provided such assignment is otherwise consistent with the National Agreement.

2. How are part-time flexible clerks scheduled when they are required to work outside their home office?

Response: The home office postmaster or designee is responsible for scheduling the work location and starting time. The postmaster or designee in the actual work location is responsible for determining the number of hours worked.

3. How are part-time flexible clerks selected to work in other installations?

Response: Several factors are considered such as the required skills, availability of the part-time flexible clerks, other scheduling and leave commitments, when the request was made, etc. Such scheduling may not be made in an arbitrary manner.

4. Is management required to post an advance schedule for part-time flexible clerks assigned to work outside their home office?

Response: No. The posting of an advance schedule for part-time flexible clerk craft employees is not required, unless by mutual agreement at the local level. Conversely, there is no contractual requirement or intention that obligates part-time flexible employees to remain at home or to call the post office to determine whether their services are needed. Accordingly, posting an advance schedule for part-time flexible clerks may be mutually beneficial. It is noted that posting an advance schedule for part-time flexible clerks does not create a contractual work hour guarantee, as all part-time flexible employees are assigned to a flexible schedule which is subject to change according to business needs.

5. May part-time flexible clerks working in more than one installation be required to work more than twelve hours in a service day?

Response: Such scheduling must be consistent with Section 432.32 of the Employee and Labor Relations Manual which states in relevant part:

Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the postmaster general (or designee), 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.

6. Which office should an employee contact when reporting an unscheduled absence?

Response: Employees must contact the office where they are scheduled to work on the day of the absence. The postmaster or designee of that office is responsible for completing PS Form 3971, notifying the employee's home office of the absence, and forwarding the PS Form 3971 to the home office.

7. Who is authorized to act on a request for incidental leave which is submitted on a day the employee is working outside his/her home office?

Response: The postmaster or designee in the office where the employee is working is responsible for acting on incidental leave requests; however, such leave should be coordinated with the home office postmaster or designee.

8. What is the minimum number of hours in a service day that part-time flexible clerks can be scheduled or requested to work?

Response: When working in installations with more than 200 man years of employment, the Article 8.8.C guarantee is four hours. When working in installations with 200 or less man years of employment, the Article 8.8.C guarantee is two hours.

9. How is the work hour guarantee determined when a part-time flexible clerk is assigned to work in a different office?

Response: The Article 8.8.C guarantee is determined by the size of the office where the work is performed, not by the employee's home office.

10. When does the guarantee take effect?

Response: When the employee reports to work as scheduled. No guarantee applies when the employee is notified prior to reporting to work that the previously scheduled workday is canceled.

11. Does a part-time flexible clerk who returns to work on the same day receive another guarantee period?

Response: It depends on the circumstances. The following guarantees apply regardless of whether an employee works in more than one installation during the guarantee period:

When an employee completes a scheduled tour and clocks out, then is notified to clock in and resume working, that is considered a callback. All career bargaining unit employees are guaranteed 4 hours work, or pay, if called back to work on a day when they have completed their assignments and clocked out. This guarantee is applicable to any size office. (See ELM Exhibit 432.62).

When a part-time flexible employee is notified prior to clocking out that he or she should return *within* 2 hours, it is considered a split shift and no new guarantee applies. However, if prior to clocking out, the part-time flexible employee is told to return *after* 2 hours, that employee (in any size office) must be given a minimum of 2 hours work.

When an employee works in two installations with different work hour guarantees during a single guarantee period, the employee receives the higher guarantee (four hours rather than two hours).

19. Do the work hours of a part-time flexible clerk from another installation count for the purpose of maximization under Article 7.3.B of the National Agreement?

Response: Yes, the part-time flexible clerk's hours are counted in the office where the work is performed. For the purposes of conversion under the Full-Time Flexible Memorandum, only the hours worked in the home office by the individual part-time flexible clerk count.

20. Do part-time flexible clerks receive payment for travel time and/or mileage when required to travel to other offices?

Response: It depends on the circumstances. Whether a part-time flexible clerk who is required to work outside his/her home office is entitled to compensable travel time or mileage is determined by applying the applicable provisions of Section 438 of the Employee and Labor Relations Manual (ELM) and Chapter 7 of Handbook F-15.

21. How should compensable travel time be documented?

Response: In accordance with Section 260 of Handbook F-21.

22. How do part-time flexible clerks who are required to work in other installations submit requests for mileage reimbursement?

Response: By properly completing PS Form 1164 or PS Form 1164e and submitting it to the home office postmaster or designee on a weekly basis.

23. Is there a limit on the number of miles part-time flexible clerks may be required to travel when assigned to another installation?

Response: Normally, such employees will not be required to travel more than 50 miles from their duty station.

24. Is there a limit on the number of flexible credits that may be assigned to a part-time flexible clerk?

Response: No, however, Part 426.63 of the F-1 Handbook states that postmasters or supervisors should *cancel stamp credits not used at least once in an AP* (accounting period).

25. May a part-time flexible clerk working in more than one installation have financial accountabilities which require POS, IRT and/or manual PS Form 1412?

Response: Yes.

26. May a part-time flexible clerk who is working in more than one installation be assigned more than one scheme?

Response: Yes, however, Part 310 of Handbook M-5 states that scheme assignments may be *made when management has a reasonable expectation that employees will work a scheme for at least 30 hours within an accounting period.*

12. May part-time flexible clerks be assigned to work overtime outside their home office?

Response: Yes, however, overtime work in a specific work location must first be assigned to qualified and available clerk craft employees on the overtime desired list in that work location, as defined under Article 8, Section 5 of the National Agreement and, when applicable, the Local Memorandum of Understanding.

13. Does a home office part-time flexible clerk receive a preference for work hours over a part-time flexible clerk from another installation?

Response: Yes, during the course of a service week management is required to make efforts to assign qualified and available home office part-time flexible clerks to straight time hours before assigning such work to employees from other installations.

14. Does scheduling a part-time flexible clerk to another office impact leave percentages contained in the Local Memorandum of Understanding (LMOU) in the scheduled employee's home office?

Response: No. Part-time flexible clerks are considered in the home office when calculating any leave percentages required under the LMOU regardless of whether they are detailed to another office. Part-time flexible clerks are not considered for the purpose of calculating leave percentages outside their home office. Also, requests for choice vacation periods and advance requests for incidental leave are controlled by the part-time flexible employee's home office LMOU and the applicable provisions of the National Agreement.

15. In which office are part-time flexible clerks considered for holiday scheduling under Article 11.6 of the National Agreement?

Response: In the home office. While not required, part-time flexible clerks who are not scheduled in their home office may be scheduled to perform holiday work in another office after qualified and available part-time flexible clerks from that office.

16. May part-time flexible clerks be assigned to work in offices where full-time regular employees have been exceeded?

Response: Yes, however such employees cannot be used to wholly replace full-time employees who were exceeded.

17. How is a part-time flexible clerk's relative standing on the part-time flexible roll determined when assigned to another office?

Response: The employee remains on the part-time flexible roll of the home or "Employ Office" as determined by the employee's PS Form 50.

18. Is there a requirement that a part-time flexible clerk receive a sixty-day notice pursuant to Article 12.5.B.5 prior to being temporarily assigned to work in another office?

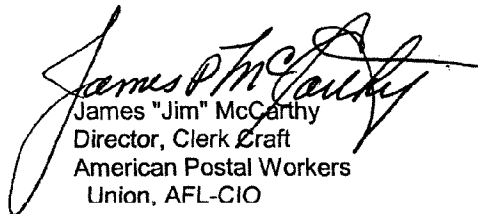
Response: No, the sixty-day notice is relevant only when an employee is exceeded from his/her home office pursuant to the provisions of Article 12 of the National Agreement. It is not applicable to temporary assignments.

27. What determines the location of an employee's "immediate supervisor" and "certified steward" for the purposes of Article 15.2, Step 1?

Response: Normally, a Step 1 grievance will be investigated and/or discussed at the location the grievance is alleged. However, there may be circumstances where this is not feasible. In these situations a grievance may be initiated in the employee's home office.



Doug A. Tulino
Manager
Labor Relations Policies and Programs
U. S. Postal Service



James "Jim" McCarthy
Director, Clerk Craft
American Postal Workers
Union, AFL-CIO

Date: 9-24-03

In the Matter of Arbitration

between .

Case No. AC-E-20433

UNITED STATES POSTAL SERVICE

and

AMERICAN POSTAL WORKERS UNION

APPEARANCES: Richard A. Levin, Esq., for the Postal Service;
Thomas P. Powers, Esq., for the Union

DECISION

This case arose under and is governed by the 1975-1978 National Agreement (JX-1) between the above-named parties. The undersigned having been selected to serve as sole arbitrator, a hearing was held on 17 May 1979, in Washington, D. C. Both sides appeared and presented evidence and argument on the following issue (Tr. 14):

Did the Postal Service violate the 1975-1978 collective bargaining agreement the weekend of Fourth of July, 1977, and Labor Day, 1977, when it closed the operation of the Chester Post Office and gave the clerk craft employees scheduled to work on those given Sundays the alternatives of working in Philadelphia, taking annual leave or taking leave without pay?

The parties stipulated (Tr. 15) that the arbitrator's award could simply give an affirmative or a negative answer to the question posed, and that if the answer were affirmative, they were in agreement on what the appropriate remedy would be.

A verbatim transcript was taken of the arbitration proceedings.

Each side filed a post-hearing brief. The time for filing briefs was extended several times by agreement of counsel; the record was officially closed 24 September 1979.

On the basis of the entire record in this case, the arbitrator makes the following

AWARD

The Postal Service did not violate the 1975-78 collective bargaining agreement the weekend of Fourth of July, 1977, and Labor Day, 1977, when it closed the operation of the Chester Post Office and gave the clerk craft employees scheduled to work on those given Sundays the alternatives of working in Philadelphia, taking annual leave, or taking leave without pay.



Benjamin Aaron
Arbitrator

Los Angeles, California
16 October 1979

In the Matter of Arbitration

between

Case No. AC-E-20433

UNITED STATES POSTAL SERVICE

and

AMERICAN POSTAL WORKERS UNION

OPINION

I

The basic facts are not in dispute. In 1977 both the Fourth of July and Labor Day fell on Monday. Postal Service management decided that on the Sunday preceding both days, no mail would be dispatched from Philadelphia to Chester, or collected in Chester. On both occasions Chester Postmaster John A. Caldwell, Jr., was instructed by the Director of Labor Relations in Philadelphia to offer the affected employees in the clerk craft (five on the Fourth of July, four on Labor Day) the options of working in Philadelphia on the Sunday, taking annual leave, or taking leave without pay. Caldwell orally gave this information to Justin Eskelman, the Union's chief steward, and foreman Clarence Brennan so advised each of the affected employees. Had any of the employees opted to work in Philadelphia, reimbursement would have been provided for the transportation involved and for parking expenses. None of the affected

employees elected to work in Philadelphia, however; each to either annual leave or leave without pay. A grievance was subsequently filed and eventually was appealed to arbitration.

II

As set forth in its post-hearing brief (p. 22) the Union's position is

that the employer cannot reassign a clerk from one installation to another except in accordance with Article XII and Appendix A. The employer also cannot order an employee to take leave without pay since this would be in violation of Article VI, the no layoff provision, and the employer cannot order an employee to take annual leave since this would be in violation of Article X, Leave, wherein it is clearly stated that annual leave is taken at the discretion of the employee.

The Postal Service relies primarily on the powers reserved to it in Article III (Management Rights), which reads in part:

The Employer shall have the exclusive right, subject to the provisions of this Agreement and consistent with applicable laws and regulations:

- A. To direct employees of the Employer in the performance of their official duties;
- B. To . . . transfer, assign, and retain employees in positions within the Postal Service . . . ;
- C. To maintain the efficiency of the operations entrusted to it;
- D. To determine the methods, means, and personnel by which such operations are to be conducted;

The Postal Service also relies on the language of Article VII (Employee Classifications), Section 2-B, which

states:

In the event of insufficient work on any particular day or days in full-time or part-time employee's own scheduled assignment, management may assign him to any available work in the same wage level for which he is qualified, consistent with his knowledge and experience, in order to maintain the number of work hours of his basic work schedule.

In addition, the Postal Service asserts that Appendix A has nothing to do with this case, because action complained of here did not consist of any of the situations specifically referred to in Appendix A.

III

Article III of the National Agreement (supra) subjects the powers therein reserved to the Postal Service to the condition that their exercise does not contravene any other provisions of the Agreement or any applicable laws and regulations. It is necessary, therefore, to examine first the particular provisions claimed by the Union to have been violated in this case.

Article XII of the Agreement is entitled "Principles of Seniority, Posting and Reassignments." Section 4 deals with "Principles of Reassignments." Paragraph A declares:

A primary principle in effecting reassignments will be that dislocation and inconvenience to employees in the regular work force shall be kept to a minimum, consistent with the needs of the Service. Reassignments will be made in accordance with this Article and the provisions of Appendix A.

Appendix A purports to incorporate the principles of reassignment contained in Article XII. Section II applies

to the clerk craft. Paragraph A of Section II lists eight specific situations covered by the "Basic Principles and Reassignments," as follows:

When it is proposed to:

1. Discontinue an independent installation;
2. Consolidate an independent installation (i.e., discontinue the independent identity of an installation by making it part of another and continuing independent installation);
3. Transfer a classified station or classified branch to the jurisdiction of another installation or make an independent installation;
4. Reassign within an installation employees excess to the needs of a section of that installation;
5. Reduce the number of regular work force employees of an installation other than by attrition;
6. Reduce RPO, HPO employment, including employment in mobile stations;
7. Centralized mail processing and/or delivery installation (New and Old);
8. Reassignment--Part-time flexibles in excess of quota; such actions shall be subject to the following principles and requirements.

The Postal Service contends that the acts complained of in this case do not fall within any of the eight situations set forth in Paragraph A. The Union argues, to the contrary, that the situation was covered by Paragraph A-5: reduction of the number of regular work force employees of an installation other than by attrition. The question, of

course, is what is meant by the word "reduction," which is nowhere specifically defined in the Agreement. I conclude, however, that within the context of Article XII and Appendix A "reduction" means a "permanent" reduction; or at least what management believes and intends in good faith at the time to be permanent.

This conclusion is supported by the language of Article XII. Thus, Paragraph B of Section 4 speaks of "a major relocation of employees . . . in major metropolitan areas or due to the implementation of national postal networks." Paragraph C is concerned with "employees . . . excessed out of their installation." Both situations suggest a permanent rather than a temporary change. Employees "relocated" or "excessed" are, presumably, "reassigned." John T. Quinn, a Union witness at the arbitration hearing was asked, "What does a reassignment mean, is that a permanent thing, a temporary thing?" He replied, "It's a permanent thing." (Tr. 37).

As previously indicated, the Company relies in part on Section 2-B of Article VII (supra) as providing affirmative support for its challenged actions on the two holidays. The Union has attacked that contention very strongly, asserting that reassignments covered by Section 2-B may be made only within a given installation, and not from one installation to another; indeed, the Union declares that "choice of jobs, bidding of jobs, preferred assignments,

overtime, light duty work, scheduling, etc., are all within the context of an installation" (Un. Br., p. 26). To illustrate, the Union points to Article XXXVII (Clerk Craft). Paragraph C (Responsibility) of Section 1 (Seniority) states in part: "The installation head is responsible for day-to-day administration of seniority." Paragraph D (Definitions) provides in part:

2. Seniority for full-time regular employees for preferred assignments and for other purposes of application of the terms of the National Agreement:
 - a. This seniority determines the relative standing among full-time regular employees. It is computed from the date of career appointment in the clerk craft and level and continues to accrue so long as service is uninterrupted in the same craft and level in the same installation, except as otherwise specifically provided.

The Union asserts, therefore, that in accordance with the literal language of that provision, the grievants "may well have lost their seniority if they had accepted the assignment" (Un. Br., p. 27). Finally, Paragraph D-2-4 (Duty Assignment) defines a duty assignment as "a set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty." Paragraph D-2-6 (Bid) requires that bids must be submitted in writing to "the installation head."

In addition, the Union maintains that the parties clearly understood at the time that they agreed upon the

language of Section 2-B of Article VII, that assignments referred to therein were to be within the installation only. That was the testimony of two Union witnesses, Arthur J. Wolff and Don E. Dunn, both of whom also related that Section 2-B was a concession made by the Union in return for Article VII, Section 3, relating to the manning of individual postal installations. My evaluation of that testimony convinces me, however, that the "understanding" was all on the Union's side, and that the question whether an employee could be temporarily assigned to another installation under Section 2-B was never discussed by the parties.

The Union's argument on the proper meaning of Section 2-B is also based on an analysis of Article VII as a whole. Thus, in its brief (p. 30) the Union asserts:

Beginning with Paragraph A, Section 2, Article VII, it is clear that the parties had agreed to maximize full-time employment. Under that paragraph they had agreed that in order to do so, certain work could be combined. It is instructive to note that the work was to be combined by tour; and tour can only mean within an installation. Therefore, Paragraph B, the language the Postal Service mistakenly relies upon, must be read in the light of Paragraph A as meaning that individual employees may be assigned to any available work within the installation. This becomes even clearer when one accepts the meaning of the words in B "...in full-time or part-time employee's own scheduled assignment..." A scheduled assignment is only meaningful in relation to an installation. See Article XXXVII D, 4 and 6.

The Union's arguments are ingenious but not persuasive. Had the parties intended that temporary assignments of the kind here involved were to be restricted to a single

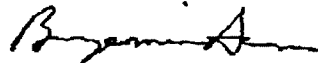
installation, they could have made that intention clear by adding the words "in the same installation." Whether those words were omitted through oversight, or by design, with full knowledge that their omission created an ambiguity to be resolved, if necessary, in a future arbitration, is not disclosed by the record. The absence of those words, however, taken in conjunction with the lack of any specific reference in the Agreement to temporary assignments to a different installation, means that the Postal Service's decision was justified under Article III.

The Union claims that the Postal Service violated Article VI (No Layoffs or Reductions in Force) and Article X (Leave), which states that annual leave may be taken at the discretion of the employee. Quite apart from the fact that the Postal Service did not order the grievants to take annual leave or leave without pay, the Union's argument assumes the critical point at issue, namely, invalidity of the temporary assignment. In view of my determination that the temporary assignment was valid, there was nothing improper in offering grievants the options of going on annual leave or leave without pay instead of working the day in Philadelphia.

The Union also insists that to sustain the position of the Postal Service in this case is to "make a mockery out of the contract since it would allow employer to do indirectly

what it is prohibited from doing directly" (Un. Br., pp. 27-28). The Union's argument, however, again assumes the point at issue; there is nothing in the Agreement directly prohibiting management from making the challenged temporary assignments.

The grievants could have worked "in the same wage level, commensurate with their capabilities," in Philadelphia on the days in question. Management need not have offered them the other two options, and certainly did not order anyone to go on annual leave or leave without pay. There was no violation of the Agreement.



Benjamin Aaron
Arbitrator

7 Determining Daily Expenses

When traveling for the Postal Service, you are reimbursed for your daily expenses — the money you spend for meals, laundry, and other miscellaneous expenses while you are away from home.

This chapter explains when you're allowed to claim your actual expenses and when you're allowed to claim per diem. It also explains how per diem works and the fine points of the policy for calculating it.

! Important: Be aware that the reason for your travel might influence how you determine your daily expenses. See Chapter 9, Handling Expenses for Special Travel Situations, for information on what's allowed if you're traveling as a witness, juror, nonemployee of the Postal Service, or in other capacities.

7-1 When to Claim Per Diem Versus Actual Expenses

Whether you're allowed to claim per diem or your actual expenses depends on your destination and the duration of your trip.

7-1.1 According to Your Destination

7-1.1.1 Local Travel

7-1.1.1.1 What Constitutes Local Travel

Local travel is defined as travel to a location within a 50-mile radius of your permanent duty station in which overnight lodging is not needed.

If your destination is within a 50-mile radius of your permanent duty station and if you are required to stay overnight, your trip is considered regular travel, not local travel. See 7-1.1.2 for information on what's allowed for regular travel.

7-1.1.1.2 What's Allowed

For local travel, the Postal Service reimburses you for your actual expenses — all reasonable subsistence expenses that you incur as a result of your official travel. You are not eligible to claim per diem.

Specifically, you are entitled to the following:

- a. Meals that you are required to attend as part of an official business session. You may be reimbursed for out-of-pocket expenses. You are *not* reimbursed for meals that are part of a normal workday, such as a typical lunch break.

! Important: To claim meals that you are required to attend as part of an official business session, you must state on your expense report that attendance was required.

- b. Telephone charges necessary for conducting official business.
- c. Miscellaneous expenses such as renting viewgraphs or movie screens for training sessions or meetings.

! Important: To claim miscellaneous expenses, you must attach a receipt for any expenditure of more than \$50 which you did not download into your report from the prepopulated company card data in the eTravel system. You must explain the expense in your expense report.

- d. Mileage. When it is advantageous to the Postal Service, you may be authorized to depart directly from and return directly to your home.

The Postal Service may reimburse you for any mileage that *exceeds* the distance between your home and your *permanent* duty station. If the mileage is less than that between your home and your permanent duty station, you may not claim a mileage reimbursement. You may claim out-of-pocket expenses such as tolls, parking, etc.

Use the formula below to calculate the amount for which you may be reimbursed.

$$\begin{array}{r} \text{_____ Mileage from home to } \textit{temporary} \text{ duty station} \\ - \text{_____ Mileage from home to } \textit{permanent} \text{ duty station} \\ \text{_____ Allowable mileage} \\ \times \text{_____ Standard mileage rate from Appendix A} \\ \text{_____ Amount you may claim for reimbursement} \end{array}$$

! Important: Your daily commute between your residence and your permanent duty station is *not* considered local travel. Getting to work is your responsibility; therefore, you may not claim that mileage.

7-1.1.1.3 Reimbursement for Local Travel

a. For Employees Using the eTravel System

An employee who uses the eTravel system to claim regular travel reimbursements must also use the eTravel system to claim local travel reimbursements of \$15 or more. The eTravel system will reimburse the employee through direct payment to the employee's bank account via electronic funds transfer. A check will be issued to bargaining unit employees not using EFT.

If a claim for local travel reimbursement is less than \$15, the employee should accumulate claims until the cumulative total reaches \$15 or more before submitting an eTravel report. However, the employee should accumulate claims for just one accounting period (AP) before submitting an eTravel report, even if at the end of the AP the cumulative total is less than \$15.

b. For Employees Not Using the eTravel System

437.7 Appeal of Disallowed Request**437.71 Appeal Procedure**

When a request for waiver has been partially or completely denied, the applicant may submit a written appeal to the Egan Accounting Service Center within 15 days of receipt of the determination. The appeal letter should clearly indicate that the employee is appealing the disallowance of the waiver request and explain in detail the reasons why the employee believes the claim should be waived.

437.72 Final Decision

The Egan Accounting Service Center then forwards the appeal, with the entire case file, to the applicable area Finance manager for area employees or to the manager of National Accounting at Headquarters for Headquarters and area office employees for a final decision. The area Finance manager or manager of National Accounting advises the employee concerned and the Egan Accounting Service Center of his or her final decision. If necessary, the Egan Accounting Service Center adjusts its records.

438 Pay During Travel or Training**438.1 Pay During Travel****438.11 Definitions**

Definitions relevant to pay during travel or training include the following:

- a. *Travel time* — time spent by an employee moving from one location to another during which no productive work is performed and excluding the normal mealtime if it occurs during the period of travel.
- b. *Local commuting area* — 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 Regular Commuting**

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 to a Different Worksite

Commuting time to and from work is not compensable when an employee is called back to work after the completion of the regular workday. 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 Commuting With a Break in Duty Status

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 (a) the kind of travel involved, (b) when the travel takes place, and (c) 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 to travel from job site to job site:

- 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 FLSA-nonexempt employees who are entitled to receive overtime pay.

Exhibit 438.13
Eligibility for Travel Time Compensation

Type of Travel	Scheduled Day		Nonscheduled Day	
	Within Established Hours of Service	Outside Established Hours of Service	Within Established Hours of Service	Outside Established Hours of Service
Job Site to Job Site	All employees	Employees entitled to receive overtime pay	Employees entitled to receive overtime pay	Employees entitled to receive overtime pay
One-Day Assignment Outside Local Commuting Area	All employees	Employees entitled to receive overtime pay	Employees entitled to receive overtime pay	Employees entitled to receive overtime pay
Away from Home Overnight	All employees	None	All nonexempt employees	None

438.133 One-Day Assignment Outside the Local Commuting Area

The following applies to 1-day assignments outside the local commuting area:

- 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 traveling 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 scheduled 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 workday. At all other times, this type of travel time is compensable only for bargaining unit and nonexempt nonbargaining unit employees.

438.134 Travel Away From Home Overnight

The following applies to travel away from home overnight:

- a. *Rule.* Travel time spent by an eligible employee traveling 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 workhours 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, subject to 438.141 and 438.142. For instance, an eligible employee with 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 hour is compensable. If the same employee travels from 5:00 p.m. to 7:00 p.m. on any day of the week, no travel hour is 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, 438.133, or 438.134 is offered public transportation but uses a personally owned conveyance for personal convenience, only the lesser of the time spent actually driving or those creditable hours that would have been spent in travel by public transportation are 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 by an eligible employee in actual work that is required or suffered or permitted to be performed while traveling is compensable.

438.15 Compensation Provisions

Provisions concerning compensation are as follows:

- a. 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).
- b. Out-of-schedule premium, nonbargaining rescheduling premium, and guaranteed time are not payable to employees while traveling away from home overnight.
- c. 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.
- d. 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 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.



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

Mr. Jim Lingberg
National Representative-at-Large
Maintenance Craft Division
American Postal Workers Union,
AFL-CIO
817 - 14th Street, N.W.
Washington, D.C. 20005-3399

AUG 15 1986

Re: M. Moore
Joliet, IL 60436-9998
H4C-4A-C 10349

Dear Mr. Lingberg:

On July 23, 1986, 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 50-mile radius.

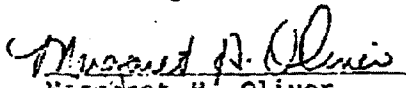
After reviewing this matter, we mutually agreed that the issue of what is a local commuting area is a noninterpretive issue and must be determined in each case based on the particular facts involved, including both whether the travel involved is within a distance of fifty miles and whether it is within the suburban area immediately surrounding the employee's duty station.


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,


Margaret H. Oliver
Labor Relations Department


Jim Lingberg
National Representative-at-Large
Maintenance Craft Division
American Postal Workers Union,
AFL-CIO

432.22 Regular Rate

The regular rate is defined by the Fair Labor Standards Act (see 444.21).

432.23 Rounding of Rates

In computing individual earnings, the daily or hourly rate is calculated from the annual rate to four decimal places. The fourth place is rounded up to the next higher figure if the fifth place is 5 or more. Total earnings are rounded to the nearest cent, counting one-half or more as a whole cent and dropping less than one-half cent.

432.3 Work Schedules and Overtime Limits**432.31 Basic Work Week**

The basic workweek for full-time bargaining unit employees is defined in the applicable labor agreements. Postmasters and exempt employees are assigned as needed. Otherwise, the basic full-time workweek consists of 5 regularly scheduled 8-hour days within a service week.

Note: The daily 8-hour schedule may not extend over more than 10 consecutive hours.

432.32 Maximum Hours Allowed

Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the postmaster general (or designee), 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. Postmasters and exempt employees are excluded from these provisions.

432.33 Mealtime

Except in emergency situations or where service conditions preclude compliance, no employee may be required to work more than 6 continuous hours without a meal or rest period of at least 1/2 hour.

432.34 Postmasters

A full-time postmaster is scheduled to work a 40-hour workweek. Normally, this regular work schedule is set at 8 hours a day and 5 days a week, Monday through Friday. When a nonexempt postmaster is required to work on the sixth day because relief is not available, premium pay at 150 percent of the postmaster's basic salary is paid for this time. Equivalent time off from work is not authorized to avoid the payment of this premium. Thus, either nonbargaining rescheduling premium or the better of postal or FLSA overtime, as appropriate, is paid.

- 4> Maintain the original Form 3369 in the record of stamp credits (see section 426.5). Maintain a copy in a central file under the postmaster's control. The stamp credit holder must also retain a copy.
- 5> Complete the heading information on Form 3368, *Stamp Credit Examination Record*, and record the results of the count. Enter in the appropriate column the last date for completion of the next examination as required by the national agreement.
- 6> Employees who work in postal retail stores or post offices under unit accountability can be assigned a stamp credit for other retail or financial operations at other units.

426.5 Recording Stamp Credits

- 1> Maintain a continuous record of the value of each stamp credit. The record must be controlled by the postmaster or the manager accountable for the stock from which the stamp credit was consigned. It must not be accessible to the credit holder.
- 2> Prepare the record consisting of the original signed Form 3369 and Forms 1412 or 3958 that show the changing value of the stamp credit. After each count of an employee's stamp credit, keep Forms 1412 or 3958 related to that period for 1 year or until all differences exceeding tolerance within the unit (including the unit reserve) are resolved.
- 3> Maintain a drawer or similar container of file folders, one for each credit, arranged in alphabetical (or numerical) order within groups (units or clerks). Locate the file where it is accessible only to authorized persons.
- 4> Establish a stamp credit file for each stamp credit holder. The file must be under the postmaster's or supervisor's control and must include the following:
 - All Forms 3294.
 - Form 3368.
 - Form 3369.
 - Form 571, *Discrepancy of \$100 or More in Financial Responsibility*.
 - Letters of demand for payment.

Note: The clerk's opening balance, AIC 840, stamp accountability opening balance, should be zero. Enter the total of the stamp credit to AIC 841, stamps received.

426.6 Closing a Stamp Credit — Postmaster or Supervisor

- 1> Clear stamp credits issued as described in section 426.3 through the employee who consigned the credit.
- 2> When a stamp credit is canceled, transfer the file folder with the postmaster's copy of Form 3369 from the active file to an inactive file for 1 year.

- 3> Cancel stamp credits not used at least once in an AP.
- 4> Follow count procedures in section 429.1 when closing a credit. Do not apply a tolerance when closing a credit.

426.7 Maintaining Accountability

Bargaining unit employees are accountable to the postmaster, unit manager, or finance station clerk, depending on the source of their stamp credit.

426.71 Maintaining Unit Reserve Stock

- 1> Maintain the unit reserve stock on Forms 3295. Report the transactions affecting the unit reserve stock on Forms 3958. Initiate a Form 3958 only when there are unit reserve stock transactions.
- 2> Take the opening balance on Form 3958 from the previous day's closing balance for each type of stock.
- 3> Stock received comes from two sources — the main stock (line 2) and clerks within the station (line 5). Support each type of transaction using Forms 17.
- 4> The reductions to the reserve stock are stock returned to the main stock (line 9) and clerk requisitions filed (line 10). Support each using Forms 17.
- 5> Forward the original Form 3958 with supporting documents to the employee who initiates the unit Form 1412. Keep copies of Form 3958 in chronological order until the next station accountability audit.

426.72 Maintaining Station Stamp Accountability

- 1> Maintain station stamp accountability on the unit Form 1412. The unit Form 1412 is a combination of selected entries from both the unit reserve stock Form 3958 and all individual stamp credits. Use the following steps:
 - Make sure the opening balance, AIC 840, is the closing balance. AIC 853, from the previous unit Form 1412.
 - Enter stock received from line 2 of Form 3958 to AIC 841.
 - Enter the total of Forms 3220 received from window clerks to AIC 846.
 - Enter stock returned from line 9 of Form 3958 to AIC 848.
 - Enter the total sales from window clerk Forms 1412 to AIC 852.
 - Compute the closing balance, AIC 853, for the station.
- 2> Forward the original unit Form 1412 with all required supporting documents as directed by local management. Keep station copies in chronological order until the next station accountability audit.
- 3> File each clerk's Form 1412 and the Form 3958 in the station record of stamp credits (see section 426.5). Before placing each of these documents into the folder, verify the opening balance. Correct any difference and notify the employee involved.

CHAPTER 3 SCHEME ASSIGNMENT

310 REQUIREMENTS AND POLICIES

311 WORKING SCHEMES 30 HOURS PER ACCOUNTING PERIOD

Schemes will be assigned to employees only when there is a demonstrated need for scheme knowledge. When management has a reasonable expectation that employees will work a scheme for at least 30 hours an accounting period, scheme assignments may be made. If more than one scheme or one section of a scheme is routinely worked on one case and the mail is presented in a commingled fashion, the 30-hour rule applies to the aggregate and not to each section or scheme individually. In unusual circumstances, in order to meet operating requirements, the Regional Director, Mail Processing, may authorize scheme assignments where the reasonable expectation is of less than 30 hours distribution per accounting period. (Copies of the approval will be sent to the APMG, Mail Processing.)

312 TWO SCHEMES OR TWO SCHEME SECTIONS

An employee should normally not be assigned more than two schemes or scheme sections. The Regional Director, Mail Processing, may approve, on an exception basis, the assignment of more than two schemes or scheme sections if operational requirements so dictate. (Copies of the approval will be sent to the APMG, Mail Processing.)

313 2000 ITEMS FOR SCHEME DISTRIBUTION

No employee will be assigned more than 2,000 items for scheme distribution. In non-scheme distribution, an additional 99 memory items may be assigned for a maximum total scheme and non-scheme distribution of 2,099 items. No exceptions are permitted to these maximum limitations.

314 JUSTIFYING EXCEPTIONS (30 HOURS, 2 SCHEMES OR SCHEME SECTIONS RESTRICTIONS)

When management can justify a need either to assign more than two schemes (or scheme sections) or to assign a scheme requiring less than 30 hours of

distribution per accounting period, the manager, in writing, will:

- a. Define the problem and explain why the standard guidelines cannot be followed.
- b. Provide quantitative justification (e.g., number of people now assigned the scheme, hours in which to distribute the scheme, costs of not having the scheme, mail volume, and the like).
- c. Submit the request, with necessary supporting data, through appropriate channels to the Regional Director, Mail Processing, for approval.

315 STAFFING FOR UNCODED AND MISCODED MAIL

315.1 Number of Employees Assigned

The number of employees assigned to the state and incoming primary schemes will not exceed the number required to process the mail from the appropriate uncoded and miscoded separations and from sources outside the receiving office. Local management must insure that mail identified as uncoded and miscoded does not contain unacceptable levels of properly ZIP Coded mail.

315.2 Staffing Determination

In determining the proper staffing level to distribute the mail from the uncoded and miscoded separations and from sources outside the receiving office, local managers should consider: the volume to be processed, operation productivities, the processing time available, and leave replacements required.

316 SPECIAL RULE FOR INCOMING PRIMARY MULTI-SECTION SCHEME ASSIGNMENTS

In incoming primary scheme distribution, each assignment to an employee must include the "A" Section, either as the only section assigned or as one of the sections assigned. Exceptions, based upon operational requirements may be authorized by the Regional Director, Mail Processing.

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.)

* * *