



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

ARTICLE	19
SECTION	
SUBJECT	
ADMIN LEAVE	
LAST DAY OF WORK	

NO FRB

Re: H4C-4S-C 38132
 CLASS ACTION
 MINOT ND 58701

Dear Mr. Tunstall:

On several occasions, the most recent being March 31, 1992, 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 by discontinuing a practice of allowing retiring employees the day off with pay on their last scheduled day of work.

It is the Postal Service position that recording a retiring employee's last day as time worked, while allowing the retiree to not report for duty constitutes falsification of a report which is prohibited by Part 666, USPS Standards of Conduct, of the Employee & Labor Relations Manual (ELM). Additionally, granting retirees administrative leave on their last day of employment is an expansion of ELM, part 510, and is contrary to Article 10.2 Leave Regulations of the National Agreement. That contract provision requires that "[T]he leave regulations in Subchapter 510 of the ELM . . . shall remain in effect for the life of the Agreement."

Furthermore, the previous practice at the Minot Post Office cannot change the requirements of the National Agreement or the regulations discussed above. The practice of recording work hours on a day when no work was performed was not known or agreed to by management and the APWU at the national level, nor would such agreement make the practice of falsification permissible. Two instances of administrative leave between the Postmaster's identification and cessation of the practice of recording work hours for time not worked do not rise to the level of an enforceable past practice.



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Accordingly, this grievance is denied.

Time limits were extended by mutual consent.

Sincerely,

Muriel Aikens Arnold

Muriel Aikens Arnold
Grievance & Arbitration
Division

Date APR 02 1992