

F-21



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

November 24, 1981

197. AGREEMENT

ARTICLE XIX SECTION _____

SUBJECT _____

F-21

Extension Tour

APWU NAT # _____

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

A8-C-2548

Re: Bell, R.
Detroit, MI 48233
H8C-4B-C-20488

Dear Mr. Wilson:

On October 13, 1981, we met with you to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented by you as well as the applicable contractual provisions have been reviewed and given careful consideration.

The question in this grievance is whether or not management violated Article XIX of the National Agreement by extending an employee's tour of duty more than 30 minutes in order to make-up for a tardiness of 45 minutes. The Union feels that this is a violation of Article VIII, Section 4 of the National Agreement.

The F-22, PSDS Time and Attendance Handbook, Part 215.13 provides the following: "The employee is not entitled to out-of-schedule overtime if his tour was extended solely because he was tardy." See also the Employee and Labor Relations Manual, Part 434.623c. While Part 215.12 of the F-22 Handbook states that "it is not practical to permit an employee to make up time in excess of 0.50 hours (30 minutes)" It does not preclude the supervisor from exercising his/her judgment. In this instant case, the supervisor made a decision to extend the employee's tour rather than grant annual leave.

It is our position that the action taken by the supervisor in the fact circumstances of this case were appropriate and in accord with the National Agreement and applicable handbook and manuals.

Accordingly, as we find no violation of the National Agreement, this grievance is denied.

Time limits mutually extended.

Sincerely,

Samuel Williams

Samuel Williams
Labor Relations Department

DEC 3 1981