



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

ARTICLE	8
SECTION	8 B
SUBJECT	GUARANTEE

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

SEP 20 1985

Re: Class Action
Chicago, IL 60607
H1C-4D-C 3256
H4C 4D C 3256

Dear Mr. Wevodau:

On August 16, 1985, and again on September 11, 1985, 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 permitting employees to work for a period less than the applicable call-in guarantee on a nonscheduled day.

The facts of this case indicate that three (3) PSDS Technicians volunteered to work four (4) hours overtime on March 16, 1985 (from 8 a.m. to 12 p.m.). Included in the grievance file are separate PS Forms 3971 (Request for, or Notification of Absence) for each employee. Those forms reflect dates of submission prior to March 16, 1985, and were approved by management.

The union contends that management solicited those leave applications and in effect negotiated with those employees to circumvent the call-in guarantees under Article 8, Section 4.

It is the position of the Postal Service that there are situations where employees "clock out" and terminate their duty prior to the end of an applicable guarantee period and such employees will not be compensated for the remaining hours. In this particular case, the employees involved requested to leave postal premises before the end of the guarantee period, thus negating the call-in guarantee.