

September 23, 1991

MEMORANDUM TO FILE

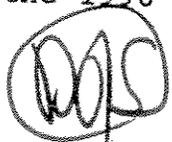
SUBJECT: MVS Scheduling

Met with Dan Duff September 10, 1991, to discuss higher-level assignments and temporary schedule changes in MVS. Does not appear that we have any significant disagreements, nor does it appear that MVS managers have been violating the National Agreement.

APWU sees problem where employee from one shift would like to be detailed (or is asked) to temporarily vacant position on another shift. Working the temporarily vacant position may require change to the employee's regular schedule. For example, Tour 3 employee wanting to work Tour 2 dispatcher assignment. If employee wants to submit a request for a temporary schedule change, we agreed that the union is not obligated to approve that request.

In that event, management may seek the services of another employee, go ahead and make the assignment with payment of out-of-schedule overtime, or attempt to match the hours of the assignment with the hours of the employee (such as what occurred when Koenen covered the Tool and Parts Clerk assignment and was left on his regular 6 a.m. to 2:30 p.m. schedule instead of the Tool and Parts schedule of 9:30 a.m. to 6 p.m.).

In summary, it appears that we agree that it is not improper for an employee to initiate a temporary schedule change request in order to assume another assignment. Likewise, the union is not obligated to concur in such a request. Although it wasn't stated, I got the impression that if the request for a schedule change was solely and exclusively to benefit the employee, the union would approve the request. If there was a mutual benefit, i.e., if the union perceived that management would also benefit, the union would not approve the change. This impression may not be accurate, but if it is, I'm disappointed. Note that our discussion did not involve temporary assignments of 5 days or more for senior qualified positions as provided in Article 25, Section 4. Nor did it involve assignments to nonbargaining positions, which do not require out-of-schedule premium, pursuant to Article 39, Section 2A9, of the 1990 National Agreement.



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