

UNITED STATES POST OFFICE

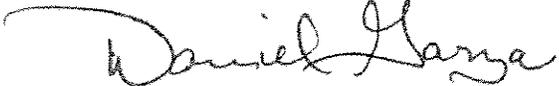
DATE: September 19, 1990
OUR REF: CED03:DGarza:sdp:50318-9401
SUBJECT: Calling in ODL Employees

TO: Barb VerSteegh, President, DMI-APWU
Lyle Hawn AVP, NPMHU
Bob Deever, Mgr., GMF Operations
Gene VerSteegh, Director, Clerk Craft
Leroy Corbin, Tour Supt., Tour II

As discussed in the meeting on the above-referenced subject, the following was agreed upon:

1. For the moment, until/unless otherwise advised, ODL employees will continue to be called (telephoned) at home when overtime is unexpectedly needed prior to the start of their tour.
2. These employees will be required to report for duty and will not be offered an option. On rare occasions, as provided for in the contracts, employees may be excused from overtime.
3. Messages will not be left on employee's answering machines.
4. Stewards will be called in to verify only unanswered calls.

If you have any questions or comments on these items, please call me.



Daniel Garza
Manager, Labor Relations
Des Moines Division
Des Moines, Iowa 50318-9401

cc: Ron Ealey, Acting Director, Human Resources
Marcia Grant, Acting Labor Relations Assistant



United States
Postal Service

DES MOINES, IOWA 50318

SUBJECT: Pre-Arbitration Settlement

RE: CIC-4K-C 36492
CIC-4K-C 36493

As a final and complete settlement of the subject case and without prejudice to the position of either party in this or any other case, the subject grievance is resolved as follows:

An employee who is detailed as a 204-B on either the day before or the day after non-scheduled days or both will be precluded from working bargaining unit craft overtime on the non-scheduled days. This will serve as the local interpretation of the phrase "immediately prior to or immediately after such detail" as cited in the Visalia, California case.

Two employees, Raymond Duffy, SSN: 478-42-1076, and Anita Trout, SSN 483-72-3926, will be afforded two (2) hours apiece at their overtime rate of pay.

The above constitutes a full and complete settlement of the subject case and resolves any and all other issues pertaining thereto.

James S Romine
Authorized Representative
APWU

DATE

Joseph A. Leach
Arbitration Advocate
U. S. Postal Service

DATE 9-13-85

UNITED STATES POST OFFICE

February 10, 1984

OUR REF: MJD:11w

SUBJECT: Grievance Settlement

TO: Ron Krebs
Clerk Craft Director
DMI-APWU

RE: GRIEVANT: Class Action DMI-APWU
CASE NO.: 77-84-995
RECEIVED: 1/18/84

The subject Step 2 grievance was discussed with you on February 8, 1984, in accordance with Article 15, Section 2, of the National Agreement. This letter will confirm our settlement of this grievance.

As a complete and final settlement of the subject grievance, and without prejudice to the position of either party in this or any other case, and with the understanding that neither party shall cite this settlement in any other grievance proceeding or any other forum, the following resolution has been arrived at between the parties:

1. An acting supervisor (204-B) will not be utilized in lieu of a bargaining unit employee for the purpose of bargaining-unit overtime.
2. The PS Form 1723 shall determine the time and date an employee begins and ends the detail.
3. An employee detailed to an acting supervisory position will not perform bargaining-unit overtime immediately prior to or immediately after such detail unless all available bargaining-unit employees are utilized.
4. Acting Supervisors scheduled to work after the conditions of number 3 have been met must return to the craft and level of their bargaining unit position prior to commencing bargaining unit overtime.

This settlement represents the complete and final resolution of the subject grievance and all issues pertaining thereto.

Michael J. Dahl 2/10/84
Michael J. Dahl DATE
Acting Labor Relations Rep.

Ron Krebs 2/10/84
Ron Krebs DATE
Clerk Craft Director, DMI-APWU

I N T E R O F F I C E M E M O R A N D U M

Date: 25-Sep-1992 12:43pm GMT
From: John J. Dooley
DOOLEY
Dept: CITY OPERATIONS
Tel No: PEN 515-283-7650

TO: Lee Corbin (CORBIN)
TO: Clayton Crosby (CROSBY1)
TO: Ronald L. Harris (HARRIS3)
TO: Roger West (WEST)
TO: Robert Jess Deever (DEEVER)

Subject: Overtime Break

Make sure that there is at least an 8 hour break between shifts. If an employee works overtime on their regular shift and comes in on full tour overtime on another shift, make sure there is at least an hour break between the two shifts.

it is extremely important that employees have an opportunity to rest
A rested employee is more productive and safer.

John J. Dooley
Director, City Operations

UNITED STATES POST OFFICE

DATE: January 7, 1985
OUR REF: JWL:llw
SUBJECT: Grievance Settlement - Article Code: 19-00-01 - Issue Code: M54

TO: Ron Krebs
Clerk Craft Director
DMI-APWU

RE: GRIEVANT: DMI-APWU
CASE NO.: 77-84-1325
RECEIVED: 12/13/84

The subject Step 2 grievance was discussed with you on December 31, 1984, in accordance with Article 15, Section 2, of the National Agreement. This letter will confirm our settlement of this grievance.

As a complete and final settlement of the subject grievance, and without prejudice to the position of either party in this or any other case, and with the understanding that neither party shall cite this settlement in any other grievance proceeding or any other forum, the following resolution has been arrived at between the parties:

The provisions of the M-54 Handbook regarding breaks are clear. Breaks are to be granted as close to two (2) hours as possible.

The scheduling of a break to immediately precede an end tour is blatantly improper and is to be avoided in the future.

This settlement represents the complete and final resolution of the subject grievance and all issues pertaining thereto.

Joseph W. Leahy, Jr. 1/7/85
Joseph W. Leahy, Jr. DATE
Labor Relations Representative

Ron Krebs 1/7/85
Ron Krebs DATE
Clerk Craft Director, DMI-APWU

UNITED STATES POST OFFICE

DATE: November 25, 1991

REF: CED03:DGarza:sdp:50318-9401

SUBJECT: Temporary Reassignments - Clerk Craft

TO: All Supervisors - Des Moines GMF

When it becomes necessary during the course of a given tour, to temporarily reassign (loan out) clerk craft employees from a section, the following "pecking order" will normally be followed:

1. Casuals
2. Transitional employees.
3. Part-time flexibles.
4. Regular employees not assigned to the section; i.e., Station employees working out of their section, etc.
5. Regular employees in an overtime status.
6. Full-time flexibles.
7. Unassigned regulars detailed to the section.
8. Regular employees assigned to the section by juniority.

(Note: Employee qualifications may result in a deviation from this "pecking order" occasionally.)



Daniel Garza
Manager, Labor Relations
Des Moines Division
Des Moines, Iowa 50318-9401

UNITED STATES POST OFFICE

DATE: October 29, 1990

OUR REF: CED03:TCJohnson:DG:sdp:50318-9401

SUBJECT: Labor/Management Relations

TO: All Managers/Supervisors
All APWU Stewards/Officials

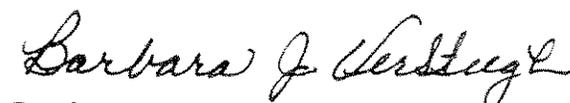
We, the undersigned, agree on the following statements:

Although the LAMPS Team has been dismantled, we will continue to have predisciplinary discussions and joint investigation of grievances at Step 1, and we will continue working together to resolve issues/problems.

It is not absolutely necessary to have a LAMPS program to reach mutual agreement, or to establish and maintain trust or to develop open and honest communications between Labor and Management.

We expect all management personnel and union officials to comply with the above and to apply these principles in their daily contact with each other.


Thomas C. Johnson
Field Division
General Manager/Postmaster
Des Moines, IA 50318-9998


Barbara J. VerSteegh
President
American Postal Workers Union
Des Moines, Iowa

UNITED STATES POST OFFICE

DATE May 24, 1990
OUR REF CED03:RJDeever:jab:50318-9701
SUBJECT LAMPS PROCESS

*RAE - STAFF
CJG*

TO: ALL TOUR SUPERINTENDENTS
ALL GENERAL SUPERVISORS

Please review the attached memorandums. Make certain all employees are notified.

I have no information as to why the union voted to terminate this process; however, it is clear that we will continue to work together.

Also, please explain to all employees (supervisory and craft) that I want the pre-discipline meetings between the supervisor, employee and steward to continue. The attached agreement states such meetings will no longer be required, but these meeting should continue to be held.

If you have any questions, please see me.

Robert J. Deever
Robert J. Deever
Manager, GMF Operations

ATTACHMENT

cc: John J. Dooley, Director, City Operations
D. James Shipman, Director, Human Resources
Daniel Garza, Manager, Labor Relations
Barbara VerSteegh, President, DMI-APWU

Date: July 3, 2007

Subject: Grievance Settlement

To: Lance Coles
Clerk Craft Director
DMI-APWU

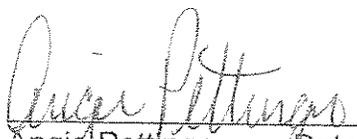
Grievant: Class Action
Case Number: E06C-1E-C07196129 (07-21081)

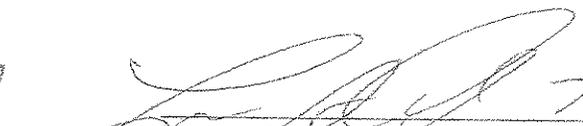
The subject Step 2 was discussed with you in accordance with Article 15 of the National Agreement.

As a complete and final settlement of the subject grievance, and without prejudice to the position of either party in this or any other case, and with the understanding that neither party shall cite this settlement in any other grievance proceeding or any other forum, the following resolution has been arrived at between the parties:

The parties agree when there is a 30 minute or less tour overlap within a section the displacement for bid holders is considered diminutive, anything over the 30 minutes Management should apply the Garza Memo for the pecking order.

This settlement represents the complete and final resolution of the subject grievance and all issues pertaining thereto.


Angie Pettinger Date 7-3-07
Labor Relations Specialist
USPS


Lance Coles Date 7-3-07
DMI-APWU

UNITED STATES POST OFFICE

LOW 11-11-92
~~SECRET~~

DATE:

May 26, 1992

OUR REF:

CEDO3:RDeever:pag:50318-9703

SUBJECT:

LIGHT AND LIMITED DUTY EMPLOYEE

TO:

All Tour Superintendents
All General Supervisors
All Supervisors

Through discussions between Labor and Management it has been decided that we will set some parameters on light and limited duty employees of the APWU in reference to annual leave, absence control, holiday scheduling, and overtime scheduling.

From receipt of this letter, any APWU employee on light or limited duty who has been assigned to work in another area or section (other than where they hold a bid) for more than 30 days, will receive their annual leave, discipline, holiday scheduling and overtime calls (if within the employees limitations) made by the section they are assigned to regardless of which pay location they hold a bid in.

If you have any questions feel free to contact Mr. Garza, in Labor Relations at 545, or myself at extension 596



Robert J. Deever,
Manager, GMF

cc: Dooley
Garza
B. Ver Steegh
S. Smith
B. Schetzlsle
OD-West

ITEM 12

THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN CHOICE VACATION PERIOD

Section 1. All A.P.W.U. Bargaining Unit Employees

- A. If a request for annual leave outside the choice vacation period is submitted in triplicate and handed to the supervisor at least five (5) working days prior to the first day of the requested leave, the third copy of PS Form 3971 shall be signed and dated by the supervisor to show submission by the employee. The second copy of the PS Form 3971 will be returned to the employee upon determination by the supervisor. A determination must be made on such request within two (2) working days of the submission of the request.

If after the two (2) working day period, no denial or approval of the requested leave is received, the GMF Clerk requesting the leave will submit it to the Manager of Distribution (MDO), who must act upon it within twenty-four (24) hours. At the stations and branches the employee requesting the leave will submit it to the Station Manager, with a copy to the Manager, Customer Service Operations. The Station Manager must act upon it within twenty-four (24) hours upon receipt. District Office employees and Maintenance, Vehicle Service, and Special Delivery employees will submit to the manager in charge of the functional area, who must act upon it within twenty-four (24) hours upon receipt.

- B. Seniority shall prevail outside the choice vacation period for leave beginning after May 1, if the application has been submitted by March 15 of the current leave year.
- C. In addition to the provisions of Item 12.1B, from April 9 through May 1 of the current leave year, employees may submit requests for annual leave for the period between the first day of the following leave year through April 30 of that leave year. These leave requests will be considered on a seniority basis.

All other annual leave shall be administered on a first come, first served basis.

- D. Eight percent (8%) of the employees in a section shall be allowed to take annual leave for periods outside primetime and outside choice vacation periods. In making this calculation all decimals shall be dropped. Management has the discretion to approve annual leave above this percentage. The parties expressly agree that approval of annual leave above this percentage is discretionary and is not required under this provision.

ITEM 14

OVERTIME - ALL APWU BARGAINING UNIT EMPLOYEES

This language to be utilized in full accord with provisions of Article 8.5, applicable Article 8 Memorandum, of the 2000 National Agreement and any future nationally agreed to modifications.

Section A.

Management shall two weeks prior to the start of each calendar quarter establish a list of full-time regular employees desiring to work overtime for that quarter. It will be the responsibility of employees on leave to notify their supervisor if they desire to be on the list. The overtime desired list will be closed at the end of the two week period. Additions and deletions shall be allowed upon confirmed request when an employee changes his/her section and/or tour and Article 8, Section 5.E of the National Agreement shall apply in cases of exceptions to C and D of the National Agreement (e.g., illness, deaths, personal hardships). Part-time flexible employees in all crafts, who are changed to full-time employees during the quarter will be allowed to voluntarily have their name placed on the quarterly overtime desired list in the order of their seniority. This voluntary overtime list shall be established by section, tour, and skills required (Section as defined in Item 18). When during this quarter, the need for overtime arises, the supervisor in the section and the tour requiring the overtime shall inform the employees in his/her section who have placed their names on this list that they shall work overtime. Opportunities to work overtime from this list will be selected by skills required, by seniority, on a rotating basis.

If this does not produce the required number of employees, those employees with the necessary skills on the same tour as the section requiring the overtime, having placed their names on the list, shall be informed that they shall work overtime. Opportunities to work overtime shall be selected by skills required, by seniority, on a rotating basis.

If this still does not produce the required number of employees, then non-volunteers may be required to work overtime. Selection of non-volunteers will be made by necessary skills, by inverse seniority, on a rotating basis, selecting first those employees of the section requiring overtime, then employees on the same tour.

Section B.

Any employee unable to call home due to required overtime shall be allowed to do so before overtime starts.