



American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Initiate National Dispute

Greg Bell
Industrial Relations Director
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July 18, 2001

Mr. Anthony J. Vegliante
Vice President, Labor Relations
U.S. Postal Service, Room 9100
475 L'Enfant Plaza
Washington, D.C. 20260

CORRECTED COPY

National Executive Board

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President

William Burrus
Executive Vice President

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Secretary-Treasurer

Greg Bell
Industrial Relations Director

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Director, Clerk Division

James W. Lingberg
Director, Maintenance Division

Robert C. Pritchard
Director, MVS Division

Re: APWU No. HQTG200113, Leave Buy Back after OWCP accepts claim
Cert No. 70993400001185569757

Dear Mr. Vegliante:

In accordance with the provisions of Article 15, Section 2 and 4, of the Collective Bargaining Agreement, the American Postal Workers Union is initiating a Step 4 dispute.

The issues and facts involved in this dispute are as follows:

Your letter of May 30, 2001 informed Sidney Brooks, APWU Director of Human Relations, that it is the position of the Postal Service that if leave is used after a claim is accepted by the Department of Labor, OWCP, such leave may not be bought back under the leave buy-back program. You specifically cite ELM 512.923 in support of your stated position.

Under the provisions of Article 19 those parts of all handbooks, manuals, and published regulations of the Postal Service, that directly relate to wages, hours, or working conditions shall be continued in effect except that the Postal Service shall have the right to make changes, and notice of such proposed changes will be furnished to the APWU at the national level.

Additionally, under the provisions of Article 5 the Postal Service will not take any actions affecting wages, hours and other terms and conditions of employment which violate the terms of this agreement. It is the opinion of the APWU that the Postal Service position regarding the leave buy-back program as stated in your above referenced letter not only violates Article 5 and Article 19, but is also inconsistent with

Regional Coordinators

Leo F. Persalls
Central Region

Jim Burke
Eastern Region

Elizabeth "Liz" Powell
Northeast Region

Terry Stapleton
Southern Region

Raydell R. Moore
Western Region

Mr. Vegliante

7/18/01

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accepted rules of contract construction. Taking action to deny access to the leave buyback program for claimants using leave after their claim is accepted is a unilateral action that affects terms and conditions of employment, attenuates the full force and effect of existing handbook language, and impermissibly terminates a binding past practice.

You rely on ELM 512.923 in support of your above-stated position. The APWU argues that the leave administration language which you cite is simply general, explanatory information which provides an example of how claimants commonly use the leave buy-back program. It is illustrative language, not proscriptive language to be used as an absolute bar to the buy-back of leave used for periods of disability that occur after adjudication. Your interpretation of ELM 512.923 is inconsistent with relevant handbook language found both in ELM 545.84, "Leave Buy-Back", and in EL-505, Injury Compensation, Chapter 13.19, "Processing Leave Buy Back".

Article 15 provides that within thirty days after the initiation of a dispute the parties shall meet in an effort to define the precise issues involved, develop all necessary facts and reach agreement.

Please contact Sidney Brooks, case officer, to discuss this dispute at a mutually scheduled time.

Sincerely,


Greg Bell, Director
Industrial Relations

APWU #: HQTG200113

Dispute Date: 7/18/01

Case Officer: Sidney Brooks

Contract Article(s): 10, ; ELM, Leave
Provisions;

cc: Resident Officers
File