

MRS

**Materials Reference System
Index and Summaries**



**If you're on a desktop, use CTRL+F to search a specific term or phrase.
If you're on a phone, tap the share icon or more icon, and then tap Find on Page.**

TABLE OF CONTENTS

[USING THE MATERIALS REFERENCE SYSTEM \(MRS\)](#)

[204Bs](#)

[204B – Definition, Eligibility](#)

[Selection](#)

[Seniority](#)

[Pay](#)

[Schedules, Notification, Form 1723](#)

[Four Month Rule](#)

[Bidding, In General](#)

[Bidding for Bargaining Unit Positions](#)

[Hold-Down Assignments](#)

[Bargaining Unit Overtime](#)

[Bargaining Unit Work](#)

[Discipline – Initiating](#)

[ACCIDENTS, IN GENERAL](#)

[Vehicle Accidents](#)

[National Level Settlements, USPS Policy Statements](#)

[ACCIDENTS, VEHICLE](#)

[National Level Settlements](#)

[ADDRESS MANAGEMENT SYSTEM \(AMS\)](#)

[ARBITRATION](#)

[Remedies](#)

[Grievance Procedure](#)

[Intervention](#)

[Transcripts](#)

[Briefs](#)

[Evidence](#)

[Safety and Health](#)

[New Evidence or Argument at Arbitration](#)

[Ex parte Communication](#)

[Postponement, Cancellation](#)

[Payment of Witnesses](#)

[Interest as Remedy](#)

[Bifurcation](#)

[Arbitrability](#)

[Claims of Untimeliness](#)

[Notice of Proposed Action vs. Notice of Decision](#)

[Claim – Management Waived Timeliness](#)

[Claim – Grievance is Timely Because of a Continuing Violation](#)

[Claim – Arbitration is Barred Due to Merit Systems Protection Board \(MSPB\) Appeal](#)

[Claim – Arbitration is Barred Due to EEOC Appeal](#)

[Claim – National Level Dispute is Not Arbitrable](#)

[Grievance Procedure Scope](#)

[BARGAINING UNIT WORK, SUPERVISORS PERFORMING](#)

[BIDDING](#)

[Posting](#)

[Restrictions – Article 12.3](#)

[While on LWOP for military duty](#)

[BREAKS](#)

[Breaks Are Mandatory](#)

[Length of Past Practice](#)

[Location](#)

[Time Of](#)

[PTF Breaks](#)

[Route Inspection Credit](#)

[BULLETIN BOARDS, UNION BUTTONS](#)

[Bulletin Boards](#)

[Union Buttons](#)

[Carrier Technician Duties](#)

[Qualifications](#)

[Bidding and Posting](#)

[Pay, Temporary Vacancies](#)

[Schedule](#)

[CITY CARRIER ASSISTANTS \(CCAs\)](#)

[COVID-19](#)

[Annual Leave Carryover](#)

[CROSS CRAFT ASSIGNMENTS](#)

[General Rules](#)

[Exceptions](#)

[Rural Letter Carriers](#)

[Supporting Cases](#)

[Supporting Cases – Rural Carriers](#)

[DELIVERY POINT SEQUENCING \(DPS\)](#)

[Sort Errors](#)

[Work Methods](#)

[Fourth Bundle](#)

[Target Percentages](#)

[Viewing DPS Mail](#)

[60 Day Reviews](#)

[DPS Inspections, Adjustments, Data](#)

[DELIVERY UNIT OPTIMIZATION \(DUO\)](#)

[DISCIPLINE](#)

[DRIVEOUT AGREEMENTS](#)

[DRIVING PRIVILEGES-SUSPENSION OR REVOCATION](#)

[DRUG TESTING](#)

[EAP](#)

[EQUAL EMPLOYMENT OPPORTUNITY \(EEO\)](#)

[EMERGENCIES](#)

[EMPLOYEE ASSISTANCE PROGRAM \(EAP\)](#)

[EMPLOYEE CLAIMS AND TORT CLAIMS](#)

[Tort Claims](#)

[Damage or Loss Due to Accident](#)

[EMPLOYER CLAIMS](#)

[EXCESSING](#)

[Delivery Unit Optimization](#)

[EXPRESS MAIL](#)

[FITNESS FOR DUTY EXAMINATIONS](#)

[Drug testing](#)

[Medical Treatment, Examinations](#)

[Payment for Time, Travel](#)

[FLAT SEQUENCING SYSTEM \(FSS\)](#)

[FORMS](#)

[Locally Developed or Modified](#)

[Signing Forms](#)

[Form CA-8 Claim for Continuing Compensation](#)

[Form CA-16 Request for Examination/ Treatment](#)

[Form 50 Notification of Personnel Action](#)

[Personnel File](#)

[Form 1187 Dues Withholding](#)

[Form 1188 Dues Revocation](#)

[Form 1260 Non-Transactor Time Card](#)

[Form 1564 Carrier Route Instruction](#)

[Form 1571 Report of Undelivered Mail](#)

[Form 1583 Application of Delivery Through Agent](#)

[Form 1723 Assignment Order](#)

[204Bs](#)

[Form 1750 Probationary Period Evaluation Report](#)

[Form 1767 Report of Hazard, Unsafe Condition or Practice](#)

[Form 2146 Employee Claim for Personal Property](#)

[Employee Claims](#)

[Form 2444 Relocation Agreement](#)

[Form 2488 Authorization for Medical Report](#)

[Form 2548-A Training Record](#)

[Form 3189 Temporary Schedule Change](#)

[Schedules](#)

[Form 3849 Delivery Notice](#)

[Form 3883 Firm Delivery Receipt for Accountable Mail](#)

[Form 3921 Daily Volume Worksheet](#)

[Form 3971 Request for Leave](#)

[Form 3982 Change of Address](#)

[Form 3996 Carrier Auxiliary Control](#)

[Form 3999 Inspection of Letter Carrier Route](#)

[Route Inspections](#)

[Form 4098 Employee ID Card](#)

[Form 4582-A Driver's Record](#)

[Form 4583 Physical Fitness Inquiry for Motor Vehicle Operators](#)

[Form 8139 Protecting Mail](#)

[GRIEVANCE PROCEDURE](#)

[Arbitration](#)

[Informal Step A](#)

[Formal Step A](#)

[Interpretive Step](#)

[Step B](#)

[Held Cases](#)

[Payment](#)

[Continuing Violations](#)

[Law, Enforcement of](#)

[Scope](#)

[Intervention Process](#)

[Settlements](#)

[GUARANTEES](#)

[Schedule Changes](#)

[Holidays](#)

[Holiday Scheduling](#)

[HANDBOOKS AND MANUALS](#)

[National Level Arbitration Awards](#)

[Joint Contract Administration Manual \(JCAM\)](#)

[National Level Settlements](#)

[HIGHER LEVEL ASSIGNMENTS](#)

[Carrier Technicians](#)

[City Carrier Assistants](#)

[HOLD-DOWN ASSIGNMENTS – “OPTING”](#)

[Remedy for Violations](#)

[HOLIDAYS](#)

[Holiday Scheduling – Pecking Order](#)

[Remedy for Violations](#)

[JOINT STATEMENT ON VIOLENCE](#)

[Court Decisions](#)

[JURISDICTION](#)

[In General](#)

[Delivery](#)

[Rural Routes](#)

[Collections](#)

[Spreading, Withdrawing Mail](#)

[Transporting Mail](#)

[LAWN CROSSING](#)

[LAYOFFS](#)

[LEAVE](#)

[Leave, in General](#)

[Administrative Leave](#)

[Administrative Leave for Acts of God](#)

[Annual Leave](#)

[Annual Leave Carryover](#)

[Leave, Bereavement](#)

[Leave, Court](#)

[Leave, Enforced](#)

[Leave, Incidental](#)

[Leave, Maternal](#)

[Leave, Military](#)

[PTF Leave](#)

[Leave Sharing](#)

[Leave, Sick](#)

[Medical Certification](#)

[Sick Leave, Advanced](#)

[Sick Leave, PTF](#)

[Sick Leave, for Dependent Care](#)

[Sick Leave, Restricted](#)

[Leave Without Pay](#)

[Wounded Warriors Leave](#)

[RMD & eRMS Programs](#)

[LEAVE \(ADMINISTRATIVE LEAVE FOR “ACTS OF GOD”\)](#)

[The Three Criteria](#)

[National Level Awards](#)

[FAMILY AND MEDICAL LEAVE ACT \(FMLA\)](#)

[LETTER CARRIER DUTIES](#)

[CMU/Markup](#)

[Cross Craft Assignments](#)

[DPS Work Methods](#)

[Express Mail Jurisdiction](#)

[Marriage Mail](#)

[Parcels](#)

[Pivoting](#)

[Checks, Accepting](#)

[Address Management System \(AMS\)](#)

[Arrow Keys](#)

[Carrier Alert](#)

[Case Labels](#)

[Casing Mail](#)

[Cellular Phones](#)

[Collection Cards](#)

[Customer Connect](#)

[Delivery Confirmation](#)

[EPM Offices](#)

[Global Positioning Satellite \(GPS\)](#)

[Hampers](#)

[Managed Service Points \(MSP\)](#)

[Mark-Up, CMU](#)

[Modified Equipment](#)

[Priority Mail](#)

[Samples](#)

[Stools](#)

[Street Duties](#)

[Lawn Crossing](#)

[Throwback Case](#)

[Vertical Flat Cases](#)

[LETTERS OF INSTRUCTION OR INFORMATION](#)

[LIGHT DUTY](#)

[In General](#)

[Eligibility](#)

[Schedule](#)

[Duties](#)

[Bidding](#)

[Overtime](#)

[LIMITED DUTY](#)

[OWCP](#)

[Pay](#)

[Bidding](#)

[Removal from Assignment](#)

[Acceptance “Under Protest”](#)

[Cross Craft](#)

[ELM Section 546.14](#)

[LOCAL MEMORANDUMS OF UNDERSTANDING \(LMOU\)](#)

[22 Items](#)

[Leave, Holiday Provisions](#)

[Negotiations Period](#)

[Wash-Up Time](#)

[Other Subjects](#)

[LOCAL POLICIES](#)

[Forms, Locally Developed](#)

[LUNCHES](#)

[Time](#)

[Location](#)

[MANAGEMENT - RIGHTS, RESPONSIBILITIES, LABOR-MANAGEMENT MEETINGS](#)

[Management Rights](#)

[Management Responsibilities](#)

[Labor-Management Committee Meetings](#)

[MARRIAGE MAIL, THIRD BUNDLES](#)

[MAXIMIZATION](#)

[National Level Awards](#)

[Memorandums of Understanding](#)

[National Level Settlements](#)

[MAXIMIZATION – FULL-TIME FLEXIBLES](#)

[MEDICAL CERTIFICATION](#)

[Supporting Cases](#)

[MEDICAL TREATMENT, EXAMINATIONS](#)

[Fitness for Duty Exams](#)

[Return to Duty Exams](#)

[MERIT SYSTEMS PROTECTION BOARD \(MSPB\)](#)

[Introduction](#)

[Letter Carriers and the MSPB](#)

[Violations of USERRA Rights](#)

[Claims that arbitration is barred because appeal was made to the Merit Systems Protection Board \(or, previously, to CSC\)](#)

[Proposed Discipline v. Decision Letter](#)

[Bargaining History](#)

[MUTUAL EXCHANGES](#)

[NATIONAL LABOR RELATIONS ACT \(NLRA\)](#)

[Past Practice](#)

[Weingarten Rights](#)

[ORIENTATION—NEW EMPLOYEE](#)

[Supporting Cases](#)

[OUT-OF-SCHEDULE PAY](#)

[Schedule Changes—Voluntary](#)

[As Remedy](#)

[204Bs](#)

[Training](#)

[OVERTIME](#)

[Introduction](#)

[Joint Statement on Overtime](#)

[Signing Overtime Desired Lists](#)

[60 Hour Limit](#)

[Ten Hour Limit](#)

[Twelve Hour Limit](#)

[Overtime Desired List](#)

[Work Assignment List](#)

[Mandatory Overtime](#)

[Overtime Distribution](#)

[Operational Windows](#)

[Overtime T-6](#)

[Remedy for Violations](#)

[OWCP](#)

[Limited Duty](#)

[PARCELS](#)

[Two Pound Parcels](#)

[Parcel Delivery – Auxiliary Assistance](#)

[PART-TIME FLEXIBLES](#)

[Hold Down Assignments](#)

[Guarantees](#)

[Maximization](#)

[Loaning or Detailing](#)

[Maximum Hours](#)

[PART-TIME REGULARS](#)

[PAST PRACTICE](#)

[National Level Settlements](#)

[National Level Arbitration Awards](#)

[PAY](#)

[COLA Roll-in](#)

[Promotion Pay](#)

[Payroll Deductions/Allotments](#)

[Reading Time](#)

[Restoration – Reinstatement](#)

[Saved Rate/Protected Rate](#)

[Saved Grade](#)

[Sunday Premium](#)

[T-COLA](#)

[Alaska T-Cola Grievances](#)

[Step Increases](#)

[PERSONNEL FILE](#)

[Information, Union's Right To](#)

[PIVOTING](#)

[POSTAL INSPECTORS/OIG](#)

[Weingarten Rights](#)

[Interviewing Inspectors](#)

[Inspector's Notes, Video Tapes](#)

[Office of Inspector General \(OIG\)](#)

[POSTING](#)

[Bidding](#)

[Article 41, Section 3.O](#)

[PROBATIONARY EMPLOYEES](#)

[Separation of "probationary" employees](#)

[QUALIFICATIONS](#)

[RADIOS](#)

[REASSIGNMENTS](#)

[Limited Duty](#)

[Transfers](#)

[Supervisors Returning to Bargaining Unit](#)

[RELIGIOUS ACCOMMODATION](#)

[REMEDIES](#)

[The Arbitrator's Remedial Authority](#)

[Additional Compensatory Remedies Are Not "Punitive"](#)

[Show the Harm](#)

[Arguing for Additional Compensatory Remedies](#)

[Persuasive Precedent](#)

[Case Examples – Remedial Authority of Arbitrators, in General](#)

[RESERVE REGULARS](#)

[RESIGNATIONS](#)

[RETIREMENT COUNSELING](#)

[REVERSIONS](#)

[ROUTE INSPECTIONS](#)

[Starting Times](#)

[Leave During](#)

[Overtime During](#)

[Route Examiners](#)

[Union Role](#)

[Dry Run](#)

[Breaks, Route Exam Credit](#)

[Form 1838](#)

[Form 1838-C—lines 1 & 2—counting mail](#)

[Counting Mail](#)

[Form 1838-C—Line 14 Accountables](#)

[Form 1838-C—Line 15 Withdrawing mail](#)

[Form 1838-C—Line 20 Personal needs](#)

[Form 1838-C—Line 21 Recurring office work](#)

[Waiting for Mail, Non-recurring Work](#)

[Form 1840](#)

[Form 1840-B: Time Card Analysis](#)

[Form 3999: Street Time](#)

[Counting Mail](#)

[Form 1838-C—Lines 1 & 2](#)

[Route Adjustments](#)

[Route Adjustments—Minor M-39 Section 141](#)

[Route Adjustments, 52 day limit M-39 Section 211.3](#)

[Hand-offs](#)

[Standards](#)

[One Day Counts](#)

[Unit and Route Reviews](#)

[Carrier Optimal Routing \(COR\)](#)

[Joint Route Adjustment Agreements](#)

[Current Agreement](#)

[Expired Agreements](#)

[ROUTE INSPECTIONS, SPECIAL – CARRIER INITIATED](#)

[Form 3996](#)

[Supporting Material](#)

[ROUTERS](#)

[Duties](#)

[Removal from Assignment](#)

[Maximization](#)

[RURAL ROUTES, CARRIERS](#)

[Cross Craft Assignments](#)

[Emergencies, Jurisdiction](#)

[National Level Awards](#)

[Settlement Agreements](#)

[Supporting Material](#)

[SAFETY AND HEALTH](#)

[Grievance/Arbitration Procedure](#)

[Form 1767](#)

[Form 1769/OSHA Form 301](#)

[Safety Committees, Meetings, Talks](#)

[Ergonomics](#)

[OSHA](#)

[Smoking](#)

[Safe Driver Awards](#)

[Safety Issues](#)

[Accidents, Discipline](#)

[Accidents: In General](#)

[Accidents: Vehicle](#)

[Bicycle Delivery](#)

[SCHEDULES](#)

[Guarantees](#)

[Out-of-schedule Pay](#)

[Hold Down Assignments](#)

[Voluntary Schedule Changes](#)

[Out-of-schedule Pay](#)

[SEGMENTATION](#)

[SENIORITY](#)

[Supervisors](#)

[Tie Breaker Provisions](#)

[SORTING AND DELIVERY CENTER](#)

[STEWARDS – CERTIFICATION, RIGHTS](#)

[Alternate Stewards](#)

[Chief Stewards](#)

[Protected Activity](#)

[Superseniority](#)

[STEWARDS – INFORMATION, UNION’S RIGHT TO](#)

[National Level Awards, Settlements](#)

[Cost](#)

[STEWARDS – INVESTIGATIVE RIGHTS](#)

[National Level Awards, Settlements](#)

[SUBCONTRACTING](#)

[SUPERVISORS’ NOTES, RECORDS](#)

[TIME PROJECTIONS – LINEAR MEASUREMENT](#)

[DOIS, POST, DUVRS, PCRS, MSP](#)

[Delivery Operations Information System \(DOIS\)](#)

[Managed Service Points \(MSP\)](#)

[DUVRS Delivery Unit Volume Recording System](#)

[Time/Work Studies](#)

[TRANSFER REQUESTS](#)

[Mutual Exchanges](#)

[TRAVEL](#)

[UNASSIGNED REGULARS](#)

[Hold Down Assignments](#)

[UNIFORMS](#)

[Maternity Uniforms](#)

[Shoes](#)

[Neckties](#)

[City Carrier Assistants](#)

[UNION OFFICIALS](#)

[Right to Enter Installations](#)

[Leave for Union Business](#)

[VEHICLES](#)

[Vehicle Modifications](#)

[Vehicle Training](#)

[Vehicle Operation](#)

[Seat Belts](#)

[Tachographs](#)

[VOMA POSITIONS](#)

[Qualifications, Bidding](#)

[Temporary Vacancies](#)

[Hours, Overtime](#)

[Vacations](#)

[In General](#)

[WASH-UP TIME](#)

[WEINGARTEN RIGHTS](#)

[WITHHOLDING](#)

USING THE MATERIALS REFERENCE SYSTEM (MRS)

The *Materials Reference System* or *MRS* is a collection of contract administration materials assembled by the NALC Headquarters' Contract Administration Unit. It has been designed to assist all NALC representatives who enforce and administer the National Agreement. The *MRS* should be

used as a supplement to the *Joint Contract Administration Manual (JCAM)* which is authoritative and controlling in the case of any ambiguities or contradictions.

The *MRS* contains summaries and, in some cases, the full text of many important national-level materials, including settlements of Step 4 Settlement, grievances, national-level Pre-arbitration settlements, Memorandums, USPS policy statements, NALC publications and more. The *MRS* also contains cross-references to significant national-level arbitration awards.

The written text of this publication is over three hundred pages in length. If necessary, it can be printed out, in whole or in part. However, it has been published as an electronic document since its real value is that it contains imbedded hyperlinks to assist navigating around the document and to access more the referenced arbitration awards, national-level settlements, court cases, and NALC publications totaling over 10,000 pages.

NALC contract enforcers should review, use, and submit these source documents when enforcing the contract. The *MRS* summaries are not substitutes for copies of the actual Step 4 Settlement, settlements, arbitration decisions, or other original source documents, which can be easily printed. The *MRS* is updated and reissued periodically to add new materials. Users should check the NALC website for information about the latest edition. Users should note that the materials collected in the *MRS* **do not necessarily reflect NALC's position**. To resolve doubts concerning the current applicability of any item, contact your NALC national business agent.

The document contains both a table of contents and a more detailed index. To find material and navigate around the document, it is usually simplest to go to the table of contents and click on the desired section. A more detailed index is found at the end of the publication.

The document text contains thousands of imbedded hyperlinks. Simply click on any link to go to the desired section or document.

The blue links within the manual will take you to an external document in PDF format such as a national-level settlement or article in an NALC publication, for example: [C-10635](#) or [M-01476](#).

Note to Readers

The *NALC Materials Reference System* was first published over twenty-five years ago and has been revised and updated many times since. It summarizes years of experience by NALC officers, national business agents, staff, and arbitration advocates. It will never be complete and we expect it to continue to grow and improve.

You can help us improve future editions by bringing any suggestions you have to the attention of the NALC Contract Administration Unit. The suggestions can be as simple as reporting typographical errors or broken hyperlinks. However, we would especially welcome your suggestions for additional material to include or sections that can be improved, clarified, or expanded.

204bs are temporary supervisors. The term 204(b) itself is a long obsolete reference to a section of Public Law 68 passed in June 1955, long before the Postal Reorganization Act of 1971.

The hybrid nature of 204b assignments can raise complicated contractual issues and occasionally cause friction with fellow employees. This is because 204Bs are supervisors able to issue discipline; yet they remain members of the bargaining and the union has a legal obligation to represent them in grievances arising under the terms of the collective bargaining agreement.

Employees used as 204bs also have certain bidding rights, although they are limited by the provisions of Article 41, Section 1.A.2.

204B – Definition, Eligibility

[M-00249](#) Step 4 Settlement, July 9, 1982, H1N-5D-C 3290

An O.I.C. assignment is regarded as a temporary detail to a supervisory position (204b assignment) within the meaning of Article 41, Section 1.A.2 of the National Agreement.

[M-00824](#) Step 4 Settlement, February 26, 1988, H4N-5E-C 36561

The term immediate supervisor as written in Article 15, Section 2, Step 1(a) of the National Agreement may be an acting supervisor (204b).

[M-00087](#) APWU Step 4 Settlement, November 15, 1984, H1C-1Q-C 31822

Temporary assignment as an ad hoc EEO Counselor is not a supervisory position. The duty assignment should not be posted for bid under the provisions of Article 37, 3.A.7.

[M-00685](#) Step 4 Settlement, July 29, 1983, H1N-3P-C 20590

A customer services representative (EAS-15) is not a supervisory position within the meaning of Article 41, Section 1.A.2.

Selection

[M-00058](#) Step 4 Settlement, July 8, 1983, H1N-1M-C 6017

It is management's prerogative to select employees who will be assigned as 204b supervisors.

Seniority

[C-03227](#) NALC National Arbitrator Mittenthal, April 23, 1981, N8-NA-0383

Under the 1978 National Agreement temporary supervisors continue to accrue seniority during time which they serve as temporary supervisors (204b).

Pay

[C-00580](#) National Arbitrator Mittenthal, January 27, 1982, A8-W-939

Employees working as 204Bs are entitled to receive the out-of-schedule overtime premium when applicable under Article 8, Section 4.B. See also [C-00938](#), APWU National Arbitrator Gamser, January 31, 1978.

Schedules, Notification, Form 1723

[M-00357](#) Step 4 Settlement, December 31, 1985

When an employee is detailed to a higher level (204b) by executing a Form 1723, the beginning and ending dates of the assignment are effective unless otherwise amended by a premature termination of the higher level assignment.

[M-00789](#) Pre-arbitration Settlement, November 13, 1987, H1N-3U-C 34332

1. A craft employee may work less than a full day on a 204b assignment (temporary supervisory position).
2. Form 1723 shall be used in detailing letter carriers to temporary supervisory positions. Pursuant to Article 41.1.A.2, the Employer will provide the Union at the local level with a copy of Form(s) 1723 showing the beginning and ending of all such details.
3. Management may prematurely terminate a 204b assignment.
4. In the event a 204b assignment is prematurely terminated, a revised form 1723 will be furnished to the union at the local level as soon as practicable.

[M-00755](#) Step 4 Settlement, May 22, 1987, H4N-4U-C 26041

In accordance with Article 41, Section 1.A.2, of the National Agreement, Form 1723 “shall be provided to the union at the local level showing the beginning and ending times of the detail.” Such copies of Form 1723 should be provided to the union in advance of the detail or modification thereto.

[M-00537](#) Step 4 Settlement, May 1, 1985, H1N-3U-C 37182

Management may use a craft employee in a 204b assignment for less than a full day. See also [M-00095](#).

[M-00030](#) Step 4 Settlement, February 9, 1977, NCS 9638

Local management will, at the request of the Union, make available the information as to when an employee is detailed to a 204b position and when the employee returns from that detail in accordance with applicable provisions of Article XV and XXXI.

Four Month Rule

In accordance with Article 41, Section 1.A.2, the bid assignment of a letter carrier serving as a 204b in excess of four months must be posted for bid. Note that Article 41, Section 1.A.2 was changed effective July 21, 1978, to read that duty assignments left vacant for periods in excess of four months must be posted. Those Step 4 Settlement, decisions issued prior to that date, although referring to a

period of six months, may now be understood to mean four months.

[C-18743](#) National Arbitrator Snow, October 2, 1998, E94N 4E-C 96060312

An employee who remains in a 204b status and whose assignment is posted for bid under the provisions of Article 41, Section 1.A.2 may be assigned to a residual vacancy following completion of a bidding cycle.

[M-00194](#) Step 4 Settlement, October 2, 1974, NBC 2335

Although the language of Article 41, Section 1.A.2. provides that duty assignments left vacant for periods in excess of six months must be posted, it is our determination that the total pattern of conduct revealed in this case violates the intent of the National Agreement.

[M-00195](#) Step 4 Settlement, October 31, 1974, NBW 1603

An employee bid on his former assignment while still detailed to a supervisory position in which he had served for over six months. This was not consistent with applicable provisions of the National Agreement.

[M-00011](#) Step 4 Settlement, October 27, 1977, NCW 8287

Management will not return a carrier to his bid position for short periods of time merely to circumvent the intent of Article 41.1.A.2 of the National Agreement.

Bidding, In General

Article 41, Section 1.A.2 prohibits letter carriers who are serving as a 204b from bidding on vacant full-time assignments while they are detailed. This prohibition does not apply to the Vehicle Operations-Maintenance (VOMA) and Examination Specialist positions since they are both multi-craft assignment.

[M-00535](#) Step 4 Settlement, March 11, 1985, H1N-1J-C 34481

An employee in a 204b position should not be precluded from bidding for choice vacation periods.

[C-04925](#) National Arbitrator Aaron, March 19, 1985, H1N-4J-C 8187

A letter carrier in a 204b status may bid for a vacant VOMA assignment.

Bidding for Bargaining Unit Positions

[C-03288](#) National Arbitrator Fasser, June 30, 1977, NBS 6859

A 204B who has served less than six months in a supervisory position may not bid upon posted city letter carrier assignments while serving as a 204B.

[M-00552](#) Step 4 Settlement, October 24, 1983, H1N-4B-C 16840

While an employee is in a 204B supervisory status, he or she cannot exercise a bid preference for a

temporary assignment available under Article 41, Section 2.B.3 or 2.B.4.

[M-00195](#) Step 4 Settlement, October 31, 1974, NBW 1603

Employee bid on his former assignment while still detailed to a supervisory position in which he had served for over six months. This was not consistent with applicable provisions of the National Agreement. Accordingly, the appropriate postal officials are being instructed to take the necessary steps to see that the assignment in question is awarded to the bidder who would have received that assignment had it not been awarded to the employee with whom this grievance is concerned.

[M-00331](#) Step 4 Settlement, February 12, 1973, NE 1653

An employee who is a probationary supervisor cannot bid for a craft position until after his return to the bargaining unit.

[M-00680](#) Step 4 Settlement, February 4, 1977, NCW 3549

If a letter carrier is detailed for six months or longer to a 204B assignment he must return to the craft as an unassigned regular and therefore, he would not be eligible to bid for a letter carrier position while on 204B detail.

Note: *This decision is obsolete. The language in article 41.1.A.2 of the National Agreement now reads “in excess of four months”. However, management is not obligated to return the 204b employee to the craft as an unassigned regular at that time.*

[M-00711](#) Step 4 Settlement, July 9, 1980, N8-S0355

The record indicates that the grievant was not on a 204B assignment when he submitted his bid for the vacant T-6 route. Moreover, the fact that he was serving in a 204B assignment on the closing date of the bid is of no contractual consequence.

[M-00016](#) Pre-arbitration Settlement, NC-NAT-8581

Letter carriers temporarily detailed to a supervisory position (204B) may not bid on vacant Letter Carrier Craft duty assignments while so detailed.

[M-00956](#) Step 4 Settlement, November 11, 1989, H7N-5C 11914

Management must comply with the provisions of Article 41.1.B.4., when posting job vacancies. The disputed phrase (“other carrier duties as required”) will be deleted from future postings. We further agreed that Management may list any number of “other duties,” but must specifically identify such duties. See also [M-00933](#).

Hold-Down Assignments

[C-09187](#) National Arbitrator Britton, July 21, 1989, H4N-1W-C 34928

A part-time flexible city letter carrier on a hold-down who accepts a 204b detail retains the contractual right to the hold-down until the hold-down is awarded to another carrier pursuant to the

provisions of Article 41, Section 2B4 of the National Agreement; and under the language of Article 41, Section 1A1, within five working days of the day that the hold-down becomes vacant as a result of a carrier accepting a 204b detail, the hold-down must be reposted for the duration of the remainder of the original vacancy.

Bargaining Unit Overtime

M-00213 Pre-arbitration Settlement, December 9, 1981, H8N-4C-C 22286

Normally an employee who is detailed as an acting supervisor will not perform bargaining unit work prior to the workday immediately following the termination of the detail. The senior employee who was on the Overtime Desired list on the day of the dispute and did not work overtime will be compensated 2 hours of back pay.

M-00891 Pre-arbitration Settlement, January 12, 1989, H1N-5H-C 26031

- 1) An employee serving as a temporary supervisor (204b) is prohibited from performing bargaining unit work, except to the extent otherwise provided in Article 1, Section 6, of the National Agreement. Therefore, a temporary supervisor is ineligible to work overtime in the bargaining unit while detailed, even if the overtime occurs on a nonscheduled day.
- 2) Form 1723, which shows the times and dates of a 204b detail, is the controlling document for determining whether an employee is in 204b status.
- 3) Management may prematurely terminate a 204b detail by furnishing an amended Form 1723 to the appropriate union representative. In such cases, the amended Form 1723 should be provided in advance, if the union representative is available. If the union representative is not available, the Form shall be provided to the union representative as soon as practicable after he or she becomes available.
- 4) The grievant in this case will be paid eight (8) hours at the overtime rate. See also [M-00893](#) and [M-00023](#).

M-00306 Step 4 Settlement, March 21, 1985, H1N-4K-C 31235

Carriers, who serve as temporary supervisors, are not entitled to make-up overtime opportunities for the overtime opportunities missed while serving as a supervisor. Article 8, section 5.C.2.b should be applied to these carriers on a ratio basis to the time served as carriers during the quarter.

M-01397 Step 4 Settlement, November 18, 1999, F94N-4F-C 99098126

This issue in this case is whether management violated the National Agreement by allowing an employee to work overtime on either the day preceding or the day following a 204-B assignment. After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that the Form 1723 will accurately reflect the dates the employee will be in a 204-B status.

M-01359 Step 4 Settlement, March 17, 1983, H1N-4C-11833

When an employee is detailed to 204b status, the employee will not perform bargaining-unit overtime except as provided for in Article 1, Section 6 of the 1981 National Agreement during the period of the 204b assignment.

M-00450 Step 4 Settlement, January 22, 1982, H8C-2F-C 10327

This employee was in the supervisory status for all work time included. He should not work craft overtime during the period covered by the assignment order.

M-00344 Step 4 Settlement, October 31, 1984, H1N-3U-C 34249

An acting supervisor 204B shall not be utilized in lieu of a bargaining-unit employee for the purpose of bargaining unit overtime. PS Form 1723 is the controlling document which shows the approximate time and date(s) an employee begins and ends the detail.

M-00687 Step 4 Settlement, March 23, 1979, ACS 23828

A craft employee in a 204B status would not be returned to the craft for an overtime assignment as long as another craft employee is available and qualified to perform the assignment, notwithstanding the fact that the employee in the 204B status is on the Overtime Desired List as a craft employee.

M-00506 Pre-arbitration Settlement, March 2, 1983, H1C-5G-C 5929

An acting supervisor (204B) will not be utilized in lieu of a bargaining-unit employee for the purpose of bargaining-unit overtime. 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.

M-01177 Step 4 Settlement, August 30, 1993, HoN-5R-C 13315

The issue in this case is whether management violated the national agreement when an employee who had been working in a 204-B assignment earlier in the day worked bargaining unit overtime at the conclusion of his shift.

During our discussion, we agreed to the following:

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.

Due to the variety of situations that could arise, each case should be decided based on the particular facts and circumstances involved.

M-01426 Step 4 Settlement, April 8, 1999, D94N-4D-C 98119515

The issue in this grievance is whether management violated the National Agreement when an Acting Supervisor (204-B) performed craft overtime on a day immediately following a higher level detail.

We also agreed that this issue has been settled between the parties through numerous Step 4 Settlement, decisions as well as the Pre-arbitration settlement of Case Number HoN-5R-C 13315 ([M-01177](#)).

We further agreed, the 204B detail has ended and therefore the employee was not prohibited from performing bargaining unit overtime on the day following the termination of the detail.

M-00893 Step 4 Settlement, February 23, 1989, H4N-5T-C 32564

An employee serving as a temporary supervisor (204B) is prohibited from performing bargaining unit work, except to the extent otherwise provided in Article I, Section 6 of the National Agreement. Therefore, a temporary supervisor is ineligible to work overtime in the bargaining unit while detailed, even if the overtime occurs on a nonscheduled day. See also [M-00891](#).

Bargaining Unit Work

M-01397 Step 4 Settlement, November 18, 1999, F94N-4F-C 99098126

This issue in this case is whether management violated the National Agreement by allowing an employee to work overtime on either the day preceding or the day following a 204-B assignment. After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that the Form 1723 will accurately reflect the dates the employee will be in a 204-B status.

M-00496 Step 4 Settlement, March 2, 1984, H8N-3U-C 19860

A 204b employee, who anticipates returning to the bargaining unit and desires to work overtime within the applicable quarter, must initially sign up on the overtime desired list (OTDL) in accordance with Article VIII, Section 5.A., of the 1978 National Agreement. However, an employee in a 204b status is not eligible to perform bargaining-unit work. Form 1723 is the controlling document to determine whether the employee is in a 204b status.

M-00747 Step 4 Settlement, April 15, 1987, H4N-3N-C 38394

A 204B letter carrier who anticipates returning to the bargaining-unit and desires to work overtime within the applicable quarter, must initially sign the OTDL, in accordance with Article 8, Section 5.A, of the 1984 National Agreement. However, a letter carrier in 204B status is not eligible to perform bargaining-unit work. PS Form 1723 is the controlling document to determine whether the letter carrier is in a 204B status. See also [M-00496](#) and [M-00507](#).

M-00116 Step 4 Settlement, March 28, 1985, H1N-1-C 23759

A letter carrier on the Overtime Desired List (OTDL) is precluded from performing overtime work in

the carrier craft only when that carrier is actually in a 204b status. Any overtime the carrier accrues while working as a supervisor is not recorded on the craft overtime desired list. Carriers who serve as temporary supervisors are not entitled to make up overtime opportunities for the overtime opportunities missed while serving as a supervisor.

M-00021 Step 4 Settlement, September 27, 1983, H1N-5C-C 12781

Except in accordance with Article 1, Section 6, of the National Agreement, an employee in a training status as a supervisor shall not perform bargaining-unit work while he or she is in the training status. Form 1723 is the controlling document to be used in determining when the employee is in a supervisory training status.

Discipline – Initiating

C-20992, APWU National Arbitrator Zumas, October 4, 1984

A 204B Supervisor has the right and obligation to perform any managerial work assigned, including the right to recommend disciplinary action.

Contrary to the assertion of the Service, this would not necessitate an additional review procedure for 204B Supervisors. It is entirely consistent with the Agreement between the parties that before any disciplinary action in the form of suspension or discharge is imposed, such recommendation, made by either a permanent Supervisor or 204B Supervisor, receive review and concurrence. These procedures merely limit the right of a 204B Supervisor access to the Level 2 Supervisor's Personnel Records unless there is a "need to know" brought about by circumstances outlined above.

ACCIDENTS, IN GENERAL

See also

Vehicle Accidents

Employees have accidents. But simply having an accident is never, by itself, sufficient grounds for discipline. This is not just NALC's position; it is official Postal Service policy. Senior Assistant Postmaster General Carl Ulsacker wrote in M-00744 that:

Accidents or compensation claims, even when in a manager's view excessive, are not in themselves an appropriate basis for discipline. What must be cited in any such disciplinary action are the actions of an employee in a specific situation which are violations of a Postal Service safety rule or regulation.

See also M-00486 and M-00743.

Furthermore, platitudes and generalized "instructions" such as "walk safely" "drive safely" or "watch out for dogs" do not qualify as safety rules or regulations.

National Level Settlements, USPS Policy Statements

[M-00744](#) Letter, April 7, 1980

This will reemphasize the need for careful attentions to situations in which disciplinary action for safety rule violation is considered. While Article XVI of the National Agreement clearly makes discipline for such a cause appropriate, we must be mindful of the requirements of the Federal Employees Compensation and our policies which prohibit taking action discouraging the reporting of an accident or filing a claim for compensable injury with the Office of Workers' Compensation Programs.

Accidents or compensation claims, even when in a manager's view excessive, are not in themselves an appropriate basis for discipline. What must be cited in any such disciplinary action are the actions of an employee in a specific situation which are violations of a Postal Service safety rule or regulation.

[M-00229](#) Step 4 Settlement, February 10, 1982, H8N-5G-C 21570

An employee may be required to report an accident on the day it occurs; however, completion of the appropriate forms will be in accordance with applicable rules and regulations and need not be on the day of the accident.

[M-00744](#) Letter, April 7, 1980

The Federal Employees Compensation Act and Postal Service policy prohibit taking action discouraging the reporting of an accident or the filing of a claim for compensable injury with the Office of Workers Compensation Programs.

[M-00743](#) Letter, May 15, 1981

Accidents or compensation claims are not in themselves an appropriate basis for discipline. See also [M-00486](#).

[M-00408](#) Step 4 Settlement, May 13, 1983, H1N-1E-C 665

There is no contractual provision for the grievant or his steward to attend an internal management meeting, whether called an accident review board or any other name. However, such a committee should not make recommendations for discipline of individual employees.

[M-00912](#) Step 4 Settlement, March 23, 1989, H7N-4M-C 7533

The issue in this grievance is whether the National Agreement was violated by the issuance of an accident incident letter. Letters such as these are not appropriate. Management will discontinue using these letters.

[M-01254](#) Step 4 Settlement, October 30, 1996, G94N-4G-C-96027492

The issue in this grievance is whether district management is in violation of the National Agreement by issuing a local "Zero-Tolerance-Rollaway/Runaway Accidents" policy.

The parties are of the mutual understanding that local accident policies, guidelines, or procedures may not be inconsistent or in conflict with the National Agreement; hence, discipline taken for such accidents must meet the "just cause" provisions of Article 16.

[M-01289](#) Step 4 Settlement, June 18, 1997, D94N-4D-C 97027016

The parties agree that management has the right to articulate guidelines to its employees regarding their responsibility concerning issues relating to safety. However, the parties also mutually agree that local accident policies, guidelines, or procedures may not be inconsistent or in conflict with the National Agreement. Discipline imposed for cited safety rule violations must meet the "just cause" provisions of Article 16 of the National Agreement. Further, administrative action with respect to safety violations must be consistent with Articles 14 and 29.

[M-00463](#) Step 4 Settlement, May 13, 1983, H1N-1E-C 665 (Duplicate of M-00408)

There is no contractual provision for the grievant or his steward to attend an internal management meeting, whether called an accident review board or any other name. However, such a committee should not make recommendations for discipline of individual employees.

ACCIDENTS, VEHICLE

Vehicle accidents are particularly likely to result in discipline ordered by higher management in violation of the provisions of Article 16, Section 8. Many installations have had written or unwritten policies requiring the removal of employees involved in "at fault" vehicle accidents. See [M-00267](#), [M-01254](#), [M-01289](#), [C-16436](#), [C-18938](#) and [C-26204](#). Remember that Union officials investigating such cases have broad investigatory and information rights. This includes copies of all correspondence and emails (see C-26204) concerning the proposed discipline.

Article 41.3.P provides that "The Employer shall promptly notify the local Union President of any job-related vehicle accidents involving city letter carriers." In C-20980 a management failure to comply with this provision prevented the Union from conducting its own investigation. The arbitrator held that "this failure on the part of the Postal Service results in it not having just cause for the removal of the Grievant."

National Level Settlements

[M-01254](#) Step 4 Settlement, October 30, 1996, G94N-4G-C-96027492

The issue in this grievance is whether district management is in violation of the National Agreement by issuing a local "Zero-Tolerance-Rollaway/Runaway Accidents" policy.

The parties are of the mutual understanding that local accident policies, guidelines, or procedures may not be inconsistent or in conflict with the National Agreement; hence, discipline taken for such accidents must meet the "just cause" provisions of Article 16.

[M-00899](#) Step 4 Settlement, February 7, 1989, H1N-5G-C-28042

Pursuant to statutory and judicial mandates, government (postal) employees are protected from liability for vehicle accidents arising out of their negligence while acting in the scope of their employment. Accordingly, the letter of demand will be rescinded.

M-00267 Step 4 Settlement, August 17, 1982, H8N-3W-C 33178

The question raised in this grievance involves a Vehicle Accident Control Program. It was mutually agreed that the following would represent a full settlement of this case:

The local notice cannot alter, amend or in any way supersede the disciplinary standard for "at fault" vehicle accidents provided by the National Agreement and Methods Handbook, Series M-52. Methods Handbook, Series M52 and the National Agreement provides the disciplinary standards for "at fault" accidents and will control the disposition of a grievance filed on behalf of a carrier who is disciplined for such an accident. Any local vehicle accident control program may not deviate in its purpose from the M-52 and National Agreement. We are unaware of the existence of any discipline standards for "at fault" vehicle accidents, hence any discipline taken must meet the "just cause" provisions of Article XVI of the National Agreement.

M-00408 Step 4 Settlement, May 13, 1983, H1N-1E-C 665

There is no contractual provision for the grievant or his steward to attend an internal management meeting, whether called an accident review board or any other name. However, such a committee should not make recommendations for discipline of individual employees.

M-00667 Step 4 Settlement, August 31, 1977, NC-W-7464

Management did not improperly deny local union officials an appointment on the committee to investigate motor vehicle accidents involving craft employees. Local management has the option of considering placing a member of the union on the committee but it may not be mandated to do so.

M-00247 Step 4 Settlement, October 21, 1975, NB-N-5940

A tire which ultimately becomes flat due to the side-walls being worn down during the course of normal vehicle use is viewed as "normal wear and tear" and is not considered an "accident" which requires a completion of accident reports, Forms 91 and 1769.

M-01334 Pre-arbitration Settlement, July 16, 1998, H90N-4H-C 96029292

The issue in this grievance is whether management violated the National Agreement by developing a local form which was not approved in accordance with the ASM. The development of local forms is governed by the ASM. This grievance concerns a letter which is being issued to employees locally, entitled, "Accident Repeater Alert!!!

During our discussion, we mutually agreed that the development of local forms is governed by the ASM. Therefore, the issuance of the "Accident Repeater Alert!!! letter will be discontinued.

ADDRESS MANAGEMENT SYSTEM (AMS)

M-01377 Step 4 Settlement, February 22, 1999, G94N-4G-C 97067155

AMS function is a managerial function which may be delegated and regardless of the methodology employed to change the information contained on Form 313, the actual work associated with making such changes on Form 313 is letter carrier work.

M-01274 Step 4 Settlement, January 2, 1997, E94N-4E-C 96073621

The parties did agree that the Address Management Systems Specialist position description, in Item #4, provides for maintaining route delivery line of travel information, however, this does not include making unilateral changes in the carrier's line of travel.

M-01376 Step 4 Settlement, February 22, 1999, H94N-4H-C 98076450

The issue in these grievances is whether management violated the National Agreement when AMS duties were added to the position of Growth Management Coordinator. After reviewing these matters, we mutually agreed that no national interpretive issue is fairly presented in this case.

There is no nationally recognized position of Growth Management Coordinator. Therefore, we agreed that the AMS function is a managerial function which may be delegated.

ARBITRATION

See also

Remedies

Grievance Procedure

M-01939 Memorandum of Agreement, March 4, 2021

Pursuant to the Memorandum of Understanding, Re: Arbitration Task Force, the parties agree to a national procedure for arbitration scheduling designed to eliminate or reduce lost hearing dates and arbitration backlogs. This memorandum contains the parties' goals and joint protocols for arbitration scheduling.

M-01950 Memorandum of Agreement, May 19, 2021, Arbitration and Scheduling

Pursuant to the Memorandum of Agreement *Re: Arbitration Scheduling Procedures and Guidelines*, the parties have developed this document to memorialize the parties agreed upon responsibilities and protocols regarding arbitration scheduling and communication with arbitrators.

M-01649 Memorandum, September 11, 2007

Re: Arbitration Task Force

The parties have a shared interest in reducing the cost and improving the efficiency of the arbitration process. Therefore, it is agreed to establish a national level Task Force to evaluate the impact of modifying the manner by which we handle the arbitration process to achieve our goals of

reduced cost and improved efficiency.

The Task Force will consist of three members appointed by the NALC and three members appointed by the Postal Service. The Task Force Is authorized to test alternate methods of administering the arbitration process, to include the following: district arbitration panels, a centralized scheduling center, and the procedures used to hire and compensate arbitrators. The Task Force is prohibited from implementing any test on any of these components without the agreement of the NALC President and the Vice President of Labor Relations.

The Task Force will function during the term of the 2006 National Agreement. The Task Force will provide semiannual reports and recommendations to the NALC President and the Vice President, Labor Relations, or their designees on a quarterly basis.

[M-01372](#) Step 4 Settlement, January 13, 1999, B94N-4B-C-97024116

The issue in this grievance is whether a regular arbitrator is bound by national awards. After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We agreed to the following, which is an excerpt from case HIN-IJJ-C 23247 ([C-07233](#));

“The whole purpose of the national arbitration is to establish a level of definitive rulings on contract interpretation questions of general applicability. National decisions bind the regional arbitrations, and not the reverse.”

[C-07233](#) National Arbitrator Bernstein, August 7, 1987, H1N-1J-C 23247

A National Arbitrator is not bound in any way by awards issued by regional arbitrators. National decisions bind regional arbitrations, but not the reverse.

[C-10826](#) APWU National Arbitrator Dobranski, December 14, 1990, H4C-4A-C 7931

Where both parties agreed that a grievance in national arbitration presented no interpretive issue the national arbitrator had no jurisdiction and remanded the case for regional arbitration.

[C-16371](#) National Arbitrator Snow, July 20, 1994, HoC-3W-C 4833

National Level Arbitration is not an appropriate forum for resolving a grievance addressing the adequacy of a local hazardous materials training program.

[C-00431](#) National Arbitrator Mittenthal, January 18, 1983, H8C-4C-C 12764

A grievance may be withdrawn from regional level arbitration and referred to Step 4 Settlement, even after the case has been presented to the arbitrator.

[C-03236](#) National Arbitrator Mittenthal, February 24, 1981, N8-NA-0220

A grievance concerning the content of a regional directive that was published but not yet implemented is "ripe" for an arbitrator's decision where an interpretive issue is raised.

[M-01517](#) USPS Letter, May 31, 2002

Compliance with arbitration awards and grievance settlements is not optional. No manager or supervisor has the authority to ignore or override an arbitrator's award or a signed grievance settlement. Steps to comply with arbitration awards and grievance settlements should be taken in a timely manner to avoid the perception of non-compliance, and those steps should be documented.

M-01253 Step 4 Settlement, October 31, 1996, Q90N-4Q-C-96081524

We agreed that the parties' practice on a national basis has been that the same arbitrator who determined the arbitrability of the case, is scheduled to hear the merits; assuming that the arbitrator in question is still on the appropriate panel and is otherwise available. This practice is to be followed by all field processing centers.

M-01330 Pre-arbitration Settlement June 2, 1998, Q94N-4Q-C 97078760

The issue in this case is whether there was a violation of Article 15, Section 5 of our National Agreement, as it pertains to providing the Union with quarterly reports which contains information covering the operation of the arbitration procedure. After reviewing this matter, the parties mutually agreed to settle this case with the following understanding: Orderly and accurate reports will be provided to the union within three weeks of the close of the quarter.

M-00382 Letter October 3, 1975

It was agreed that, beginning with the date of this letter, no requests or motions for reconsideration of arbitration awards would be filed by any Union signatory to the 1975 National Agreement or by the Postal Service.

M-00877 Step 4 Settlement, November 22, 1988, H4N-3E-D 56574

When NALC appeals a disciplinary grievance to regional arbitration, it need not indicate whether the grievance, in its opinion, should be directed to either the regular regional panel or the expedited regional panel.

When management receives an appeal of a disciplinary grievance to regional arbitration, it will docket the grievance according to the following:

Pursuant to Article 15, Section 4.C.1, disciplinary cases of 14 days suspension or less shall be placed on the list of cases pending expedited regional arbitration.

Pursuant to Article 15, Section 4.B.1, removals and cases involving suspensions for more than 14 days shall be placed on the list of cases pending regular arbitration.

If, after a disciplinary case of 14 days suspension or less has been appealed to arbitration, either management or NALC concludes that the issues involved are of such complexity or significance as to warrant reference to the regular regional panel, the party so concluding may refer the case to the regular panel, pursuant to Article 15, Section 4.C.2, provided notice is given to the other party at least twenty-four hours prior to the scheduled time for hearing of the case in expedited arbitration.

M-01595 Interpretive Step Settlement December 26, 2006

Arbitration scheduling of NALC disputes in the Nevada Sierra District will be accomplished consistently with Article 15 and with the procedure in place before the change that gave rise to this dispute. See M-01582.

[M-00907](#) Step 4 Settlement, August 2, 1988, H4N-3T-C 25390

There is no contractual bar to an employee filing a grievance protesting unreasonable delay in implementing a back-pay award. Whether interest is an appropriate remedy in this case, may be determined by an examination of the particular fact circumstances.

Intervention

[C-08730](#) National Arbitrator Britton, March 16, 1989, H4N-4J-C 18504

The NRLCA is allowed to intervene in the arbitration of an NALC grievance concerning the assignment of delivery territory to rural delivery.

[C-20300](#) National Arbitrator Snow, Q94N-4Q-C 98062054, January 1, 2000

The NALC, when it has intervened in an area-level arbitration case, has a right to refer the case to Step 4 Settlement of the grievance procedure.

[M-01196](#) Step 4 Settlement, June 27, 1994, E90N-6E-C 94042837

During our discussion, we mutually agreed that upon intervention at a hearing, the intervening union becomes a full party to the hearing. As a party, the intervening union has the right to refer a grievance to Step 4 Settlement.

[M-01295](#) Pre-arbitration Settlement, September 16, 1997, H94N-4H-C 97019400

As a result of that discussion, it was mutually agreed that the U.S. Postal Service will reaffirm the instructions on intervention contained in the Memorandum dated October 17, 1989, "Intervention in Jurisdictional (Work Assignment) Arbitrations." See file for complete text of Memorandum.

[M-01842](#) Interpretive Step Settlement, September 10, 2014, Q98N-4Q-C 00132007

The NALC and the Postal Service have agreed to resolve grievance case number Q98N-4Q-C 00132007. The issue in this case was whether the national agreement was violated when NALC was not notified of the rescheduling of a regular arbitration hearing between the USPS and the APWU after the NALC intervened at the initial arbitration hearing and then referred the case to Step 4 of the USPS/APWU grievance-arbitration procedure.

Transcripts

[M-00584](#) USPS Letter, February 22, 1983

Letter to APWU with c.c. to NALC stating that the Postal Service disagrees with the Unions' interpretation of the Article 15 requirement that that if a party wants a transcript of an arbitration hearing, it must be "requested" at the National Level.

C-00539 National Arbitrator Aaron, H1C-NA-C 52, May 4, 1985

Article 15, Section 4.B(7) of the 1981-1984 National Agreement does not preclude either party from ordering a verbatim transcript of a regular arbitration hearing at the regional level without the consent of the other, so long as reasonable advance notice is provided.

The Postal Service did not violate Article 15, Section 4.B(7) of the 1981-1984 National Agreement by ordering a verbatim transcript of all regular arbitration hearings at the regional level before one particular arbitrator.

Briefs

C-15480 National Arbitrator Snow, H4C-3W-C 8590, February 18, 1993

Article 15.4.B(7) provides each party with the procedural right to file a post-hearing brief after notifying the other party and the arbitrator of its intent to do so.

Evidence

M-01373 Step 4 Settlement, January 7, 1999, G94N-4G-D 98042998

The Joint Contract Administration Manual (JCAM) does not constitute argument or evidence; rather, the JCAM is a narrative explanation of the Collective Bargaining Agreement and should be considered dispositive of the joint understanding of the parties at the national level. If introduced into arbitration, the local parties are to allow the document to speak for itself and not seek testimony on the content of the document from the national parties.

M-01384 Step 4 Settlement, July 13, 1999, H94N-4H-D 98113787

The issue in this case is whether a settlement made on a non-citable, non-precedent basis on a letter of warning can be introduced in an arbitration, to counter management relying on the letter of warning in an arbitration hearing on subsequent discipline citing the letter of warning as an element of past record.

During our discussion, we mutually agreed that no national interpretive issue is fairly presented in this case. We also agreed that a non-citable, non-precedent settlement may be cited in arbitration to enforce its own terms.

We further agreed that the subject letter of warning cannot be cited as a past element because it was removed from the grievant's record and reduced to a discussion via the September 3, 1998, settlement.

Safety and Health

M-01433 Step 4 Settlement, February 20, 2001, F94N-4F-C 97024971

The Step 4 Settlement, issue in these grievances is whether any grievance, which has as its subject

safety or health issues, may be placed at the head of the appropriate arbitration docket at the request of the union.

The parties agree that Article 14.2 of the National Agreement controls. It states in part:

Any grievance which has as its subject a safety or health issue directly affecting an employee(s) which is subsequently properly appealed to arbitration in accordance with the provisions of Article 15 may be placed at the head of the appropriate arbitration docket at the request of the Union.

The fact that the union alleges that the grievance has as its subject a safety or health issue does not in and of itself have any bearing on the merits of such allegations. Accordingly, placement of a case at the head of the docket does not preclude the Postal Service from arguing the existence of the alleged "safety" issue or that the case should not have been given priority. The Postal Service will not refuse to schedule a case in accordance with Article 14.2 based solely upon the belief that no safety issue is present.

New Evidence or Argument at Arbitration

[C-03319](#) National Arbitrator Aaron, April 12, 1983, H8N-5B-C 17682

If the parties do not raise arguments or facts at Steps 2, 3 and 4 of the grievance procedure they may not raise such arguments or introduce such facts for the first time at arbitration.

[C-03206](#) National Arbitrator Mittenthal, September 21, 1981, N8-W-0406

If the parties do not raise arguments at Steps 2, 3 and 4 of the grievance procedure they may not raise such arguments for the first time at arbitration.

[C-15699](#) National Arbitrator Snow, B90N-4B-C 94027390, August 20, 1996

It is inappropriate for the (national level) arbitrator to consider any claims or arguments beyond those set forth in the Step 4 Settlement, decision

[C-04085](#) National Arbitrator Aaron, January 25, 1984, NCE 11359

The principle that the parties to an arbitration are barred from introducing evidence or argument not presented at preceding steps of the grievance procedure must be strictly observed. The spirit of the rule, however, should not be diminished by excessively technical construction.

[C-00539](#) National Arbitrator Aaron, H1C-NA-C 52, May 4, 1985

"Whenever the meaning of contract language is in dispute, the parties are automatically on notice that the relevant bargaining history may come up in an (national level) arbitration hearing."

[C-03002](#) National Arbitrator Gamser, November 3, 1976, NBS 5674

Where an issue is not raised until the filing of a party's brief, the arbitrator will not dispose of the issue.

[M-00773](#) Step 4 Settlement, August 16, 1979, N8N-0027

We mutually agree that the disclosure provisions set forth in Article 15, 17 and 31 of the 1978 National Agreement intend that any and all information which the parties rely on to support their positions in a grievance is to be exchanged between the party's representatives to assure that every effort is made to resolve grievances at the lowest possible level.

M-01404 Step 4 Settlement, February 7, 2000, E94N-4E-C 98092565

The issue in this case is whether, under the Dispute Resolution Process, when the parties declare an impasse, are the arguments in arbitration limited to those raised in writing in the impasse decision?

The parties agreed that the Questions and Answers portion of the NALC/USPS Dispute Resolution Process Test, Q&A No. 59, is applicable to this case and reads as follows:

"59. The impasse decision should contain all issues in dispute and both parties' position on those issues. The arbitration would thus generally be limited to those issues. However, there are always exceptions to general statements like this; an arbitrator could use his/her authority to hear additional arguments if persuaded of the necessity. We do not, however, want "arbitration by ambush."

See also [C-04085](#), [C-03319](#), [C-03206](#) and [C-03002](#).

Ex parte Communication

M-00815 Memorandum of Understanding April 11, 1988

The United States Postal Service and the National Association of Letter Carriers, AFL-CIO, agree that in order to maintain the integrity of the arbitral process, the parties and their agents, employees and representatives should avoid the least appearance of impropriety when making contact with an arbitrator. The parties must maintain an arm's length relationship with the arbitrator at all times.

Ex parte communication with an arbitrator regarding the merits of a dispute, whether oral or written, shall not be permitted. Whenever it is necessary to contact an arbitrator relative to the merits of a matter in a dispute, the contact must in all instances be made jointly or with the concurrence of both parties. Ex parte communications made in the ordinary course of business regarding necessary, routine scheduling matters are permissible.

Any dispute arising from the constraints of this agreement must be brought to the attention of the parties signing this Agreement at the national level.

C-20301 National Arbitrator Snow, F94N-4F-D 97049958, January 4, 2000

The Employer violated the National Agreement when it engaged in ex parte communication with a regional arbitrator during an in camera inspection of evidence in the presence of only the Employer's advocate. An in camera review of evidence, if protested by a party, constitutes improper ex parte communication with the arbitrator

M-01473 Pre-arbitration Settlement November 19, 2002, Q94N-4Q-C-99189739

The interpretive issue in this case is whether a unilaterally initiated written communication to an arbitrator on which the other party is copied violates the April 11, 1998, Memorandum of Understanding on *ex parte* communication.

After reviewing this matter, we mutually agree to resolve this issue with the following understanding:

Ex parte communications made in the ordinary course of business regarding necessary routine, scheduling matters are permissible.

Other *ex parte* communications with an arbitrator, whether oral or written, without advance agreement with the other party are not permitted. A unilaterally initiated written communication to an arbitrator with a copy provided to the other party is specifically included in this proscription.

In the event of a violation of the above understanding, any arbitrator receiving a prohibited communication will receive a letter signed by the parties at the national level directing that the contents of the prohibited communication be disregarded.

M-01315 Pre-arbitration Settlement May 21, 1998, G94N-4G-D 96088399

The issue in this grievance is whether a party who chooses to file a post-hearing brief may be excluded from an arbitration hearing during the time in which the other party presents oral closing arguments.

In this case, the regular arbitrator issued a ruling that would have excluded the employer's representative from the hearing room during the Union's oral closing statement.

During our discussion, we mutually agreed to settle the issue represented as follows:

In the absence of a contractual provision to the contrary, an arbitrator has inherent authority to decide procedural questions raised at the arbitration hearing. At the same time the arbitrator has no authority to contradict procedural rules that the parties themselves have bargained for and made a part of their Collective Bargaining Agreement.

In this particular case, the MOU on *ex parte* communication would prohibit the ruling made by this particular arbitrator. In light of the above, this grievance will be remanded to regional arbitration in accordance with the Memorandum on Step 4 Settlement, procedures.

M-01100 USPS/NALC Letter All Regional Arbitrators

It has come to our attention that some arbitrators have made personal visits to regional offices. As you are aware, your employment contracts prohibit unilateral contact with either party, except for matters regarding scheduling, unless the parties agree in advance to an exception. Since such visits may project the wrong image, in the eyes of either party, we ask that you refrain from making such visits to either Postal Service or union offices, except to conduct hearings.

Postponement, Cancellation

C-19372 National Arbitrator Snow, E94N-4E-D 96075418, April 19, 1999

Article 15.4.B.4 does not preclude an arbitrator from granting a continuance in a removal hearing pending resolution of an underlying disciplinary grievance.

M-00945 Pre-arbitration Settlement, September 19, 1989, H7N-3A-D-8257

Except as provided under the National Agreement, neither Management nor the Union may unilaterally cancel the hearing of a grievance scheduled for arbitration.

Once the NALC has appealed a grievance to the regional level, it may be settled or withdrawn only by the NALC Regional Official who initiated the appeal, his designee, or the advocate assigned to represent the NALC at the arbitration.

M-01770 NALC Letter, December 19, 2011

Re: Arbitrator Mark Sherman

The interpretive issue presented is whether the Postal Service may unilaterally refuse to schedule any case before a member of our agreed-upon panel. It is the position of the NALC that such unilateral refusal violates various provisions of the National Agreement, including Articles 3, 5, and 15, Section 4. As indicated in previous correspondence, NALC has not agreed to Arbitrator Sherman's request for a leave of absence. Accordingly, at present, he remains on the Southwest Arbitration Panel. While we both acknowledge that either party may request that an Arbitrator recuse himself/herself from hearing specific cases, there is no legal or contractual basis for an across-the-board refusal to schedule cases before a particular arbitrator.

Payment of Witnesses

C-04657 National Arbitrator Mittenthal, February 15, 1985, H1N-NA-C 7

The Postal Service is not required to pay Union witnesses for time spent traveling to and from arbitration hearings.

M-00101 Step 4 Settlement, September 8, 1976, NCN 2064

The National Agreement requires that employee witnesses shall be on Employer time when appearing at the arbitration hearing, provided the time is during the employee's regular working hours. There is no distinction made in this section as to whether testimony is given or whether such testimony is relevant.

Interest as Remedy

Interest is paid automatically for arbitration decisions that award back pay for a disciplinary suspension or removal. However, for arbitration decisions that are unrelated to a disciplinary suspension or removal, interest is not paid unless it is specifically required by the award.

These regulations are found in section 436.7 of the Employee and Labor Relations Manual (ELM)

which provides in relevant part:

ELM 436.71 Purpose

This section establishes procedures for paying interest that the Postal Service is obligated to pay pursuant to the law, court order, arbitration or federal agency decision, national labor agreement, or Postal Service settlement agreement. This section does not create any Postal Service obligation to pay interest on back pay claims.

436.72 Availability of Interest

Interest is paid on back pay only under the following circumstances:

a. Decisions — awards resulting from legally binding determinations by courts of law, administrative agencies, or the grievance and arbitration process. They are handled as follows:

(1) Merit Systems Protection Board (MSPB). Interest is paid automatically by the Accounting Service Center (ASC).

(2) Equal Employment Opportunity Commission (EEOC). Interest is paid automatically by the ASC.

(3) National Labor Relations Board (NLRB). Interest is paid automatically by the ASC.

(4) Court Decisions. Interest is not paid unless specifically awarded in the decision.

(5) Arbitration Decisions. Interest is paid automatically for arbitration decisions that award back pay for a disciplinary suspension or removal for employees represented by the National Postal Mail Handlers' Union (NPMHU) for cases heard after February 20, 1991, and for employees represented by the National Association of Letter Carriers (NALC) and the American Postal Workers' Union (APWU) for cases heard after June 12, 1991.

Note: For arbitration decisions that are unrelated to a disciplinary suspension or removal, interest is not paid unless it is specifically required by the award.

b. Settlements — awards resulting from agreements between a representative of the Postal Service and an authorized employee representative that are reached through negotiation. Interest is not paid unless it is specifically required by the settlement agreement.

Memorandum of Understanding, 1990 National Agreement, June 12, 1991

Re: Interest on Back Pay.

Where an arbitration award specifies that an employee is entitled to back pay in a case involving disciplinary suspension or removal, the Employer shall pay interest on such back pay at the Federal Judgment Rate. This shall apply to cases heard in arbitration after the effective date of the 1990 Agreement.

[C-04519](#) National Arbitrator Aaron, December 19, 1984, H1N-5F-D 2560

An Arbitrator is authorized by the National Agreement, in his discretion, to award interest as part of a back-pay award when sustaining a disciplinary grievance.

[C-00955](#) National Arbitrator Mittenthal, April 7, 1988, H4C-5A-C 13378

The Postal Service acknowledged in this case that an arbitrator may order interest added to a back pay award because of a post-award delay in making payment.

[M-00556](#) Step 4 Settlement, March 28, 1977, NC-S-4629/N5-CB-7921

By copy of this letter, local management is instructed to review the computation of the back pay to which the grievant was entitled by way of the arbitration award and determine whether the proper number and type of pay hours the employee would have experienced during the back pay period were taken into consideration. In accordance with the stated Postal Manual reference, this tabulation would include the overtime hours of the average number of hours per pay period that the other employees of the office, doing the same kind of work, were assigned during the back pay period.

[M-00895](#) Pre-arbitration Settlement, February 1, 1989, H4N-4B-C 26109

Whether interest is an appropriate remedy to a subsequent grievance alleging an unreasonably late payment of a prior grievance settlement must be determined on a case-by-case basis, according to the facts of the individual case. See also [M-00928](#).

[M-00475](#) Pre-arbitration Settlement, September 24, 1986, H4N-5F-D 2426

The parties recognize the contractual entitlement of the grievant's to file a grievance protesting an unreasonable delay in implementation of a grievance settlement or arbitration award and to request interest as a remedy.

[M-00928](#) Pre-arbitration Settlement, May 24, 1989, H4N-3T-C 28096

Whether interest is an appropriate remedy to a subsequent grievance alleging an unreasonably late payment of a prior grievance settlement must be determined on a case-by-case basis, according to the facts of the individual case. See also [M-00895](#).

[M-01449](#) Step 4 Settlement, September 27, 2001, D98N-4D-C 01181768

The local parties cannot modify the language contained in Section 436.2 of the Employee and Labor Relations Manual (ELM).

Bifurcation

[M-01447](#) Step 4 Settlement, October 9, 2001, D94N-4D-C 98102097

The issue in this case is whether an arbitrator may approve or deny a request by one of the parties to bifurcate and arbitration proceeding, hear only procedural issues on the first hearing date and postpone a hearing on the merits until the procedural issues are decided.

During our discussion we mutually agreed that an arbitrator has the discretion to approve or deny such a request to bifurcate the hearing of a case.

Arbitrability

There are two different types of challenges to arbitrability—procedural and substantive.

Procedural arbitrability. A challenge to procedural arbitrability is a claim that the grievance may not be arbitrated because of a defect in the way it was handled. The most common attack on procedural arbitrability is a claim that a grievance was untimely filed, appealed, or filed by an improperly certified union representative.

Substantive arbitrability. A substantive arbitrability challenge is a claim that the subject matter of a particular dispute is not arbitrable—that the arbitrator has no power to hear a dispute on the particular subject raised by the grievance. For example, a grievance protesting the denial of a compensation claim by the Office of Workers' Compensation Programs (OWCP) would not be arbitrable.

[M-01253](#) Step 4 Settlement, October 31, 1996, Q90N-4Q-C-96081524

We agreed that the parties' practice on a national basis has been that the same arbitrator who determined the arbitrability of the case, is scheduled to hear the merits; assuming that the arbitrator in question is still on the appropriate panel and is otherwise available. This practice is to be followed by all field processing centers.

Claims of Untimeliness

[C-10198](#) National Arbitrator Britton, August 13, 1990, H7N-3S-C 21873

Where representative grievances are ruled untimely, the cases held for disposition of the representative grievances are nonetheless arbitrable.

[C-03277](#) National Arbitrator Fasser, November 21, 1978, NCE 11737

By failing to file a grievance concerning maximization for a four-year period NALC slept on its rights. The grievance finally filed, therefore, is untimely.

[C-00749](#) National Arbitrator Bloch, May 12, 1983, H1C-NA-C 5

The certification to arbitration of a dispute concerning an amendment to the ELM, made more than 60 days after the union's receipt of the notice of proposed amendment, was untimely.

Notice of Proposed Action vs. Notice of Decision

Under the MSPB procedures, preference eligible employees must first be issued a letter of proposed discipline and then a final decision letter after they have been given the opportunity to respond to the charges. A grievance should be filed at the time a preference eligible employee receives a Letter

of Proposed Discipline. It is not necessary to file a separate grievance concerning the Decision Letter.

The American Postal Workers Union (APWU) has agreed in a national level settlement ([M-01137](#)) that for employees in the APWU bargaining units, the time limits of Article 15, Section 2 run from the proposed discipline notice, not from the decision letter.

NALC was not party to that settlement and has a different bargaining history concerning this issue (See [M-00939](#)). It is NALC's position that, for letter carriers, a grievance filed within fourteen days of receipt of the decision letter is timely.

However, the Postal Service's position concerning this issue is currently unsettled and NALC's position has never been tested at national level arbitration. Unless this issue is resolved, stewards should never wait until receipt of the decision letter to file a grievance. No one would want his/her grievance to become a national level test case.

[M-00939](#) Step 4 Settlement, September 26, 1974, NB-E-1681

This grievance involves the refusal on management's part to accept a grievance pertaining to a Notice of Charges-Proposed Removal from a steward prior to the time that a decision had been rendered on the previously mentioned proposal. A grievance may be filed upon receipt of a Notice of Proposed Removal.

[M-01137](#) APWU Step 4 Settlement, September 16, 1992, H7V-1F-D 39176

The issue in this grievance concerns the time limits that must be met in order to grieve a proposed suspension of more than fourteen days and whether a decision letter must be grieved. During our discussion we mutually agreed to close this case based upon the following understanding:

1. For the purpose of grievance procedure appeals, the time limits of Section 2 of Article 15 of the National Agreement shall run from the proposed suspension notice, not from a decision letter on the proposed suspension.
2. Once a grievance on a notice of proposed suspension is filed, it is not necessary to file a grievance on the decision letter.
3. Receipt of a notice of proposed suspension starts the 30 day advance notice period of Section 5 of Article 16 of the National Agreement.

[M-01038](#) APWU Memorandum of Understanding, August 12, 1991

This Memorandum addresses the time limits that must be met in order to grieve a proposed removal.

1. For the purpose of grievance procedure appeals, the time limits of Section 2 of Article 15 of the National Agreement shall run from the proposed removal notice, not from a decision letter on the proposed removal.
2. Once a grievance on a notice of proposed removal is filed, it is not necessary to file a grievance

on the decision letter.

3. Receipt of a notice of proposed removal starts the 30 day advance notice period of Section 5 of Article 16 of the National Agreement.

Claim – Management Waived Timeliness

[C-09093](#) National Arbitrator Aaron, July 7, 1982, H8T-5C-C 11160

By failing to repeat at Steps 3 and 4 its claim first raised at Step 2 that the grievance was untimely management waived the claim.

Claim – Grievance is Timely Because of a Continuing Violation

[C-00938](#) National Arbitrator Gamser, August 25, 1976, ABS 1659

While constituting a "continuing" violation, retroactivity for failure to make out-of-schedule overtime payments may only go back to fourteen days prior to the date on which the Union and the grievant learned of the violation.

Claim – Arbitration is Barred Due to Merit Systems Protection Board (MSPB) Appeal

[C-01103](#) National Arbitrator Gamser, October 26, 1976, ABW 11369

Where a grievant files timely grievances under Article XV and also files a timely "appeal" with the Federal Employee Appeals Authority but withdraws that "appeal" prior to the arbitration hearing and in advance of any hearing by the Federal Appeals Authority and in advance of any 2B decision, the grievant does not waive the right to arbitrate.

[C-18158](#) APWU National Arbitrator Das, November 12, 1997, H7N-3R-C 5691

The provisions of Article 16, Section 9 apply to all "adverse actions" as defined by 5 USC §7512, not just to discipline cases.

[C-16650](#) National Arbitrator Snow, January 1, 1997, D90N-4D-D 95003945

Article 16, Section 9 does not apply where a preference eligible grievant has appealed the same matter in the grievance procedure and to EEOC and then to the MSPB under mixed case federal regulations.

[C-01518](#) National Arbitrator Gamser, November 30, 1977, NCW-4391D

A preference eligible's filing of an appeal of a discharge with the Federal Employee Appeals Authority subsequent to the denial of his grievance in Step 2B which is denied as untimely filed does not waive access to arbitration under the National Agreement.

[C-00021](#) National Arbitrator Gamser, April 21, 1977, ACN 8662D

Preference eligible employee waived access to any procedure beyond step 2B of the National Agreement by securing full adjudication of his discharge from the Civil Service Commission.

Claim – Arbitration is Barred Due to EEOC Appeal

[C-16650](#) National Arbitrator Snow, January 1, 1997, D90N-4D-D 95003945/ D90N-4D-D 95003961

Article 16.9 does not bar the arbitration of a grievance where a grievant has asserted the same claim in an Equal Employment Opportunity (EEO) complaint. Nor does it apply where a preference eligible grievant has appealed the same matter through the EEOC and then to the MSPB under the “mixed case” federal regulations.

Claims that arbitration is barred because grievant waived access to the grievance procedure in a last-chance agreement.

See also the more detailed discussion of last-chance agreements in the NALC publication [Defenses to Discipline](#).

Claim – National Level Dispute is Not Arbitrable

[C-13792](#) National Arbitrator Snow, August 5, 1994, H7C-1K-C 31669 et al Arbitrability Decision in OF-346 Dispute

It is clear from the evidence that the dispute in this case has arisen periodically. Nor can the merits of the dispute be resolved without interpreting several provisions of handbooks and manuals that are of general application. This is sufficient to meet the threshold requirement of the parties' agreement to overcome a challenge to the procedural arbitrability of an interpretive issue at the national level. See also [C-13903](#), Mittenthal.

[Grievance Procedure Scope](#)

[C-09917](#) National Arbitrator Mittenthal, March 26, 1990, H7N-5P-C 1132

A letter carrier's pre-removal grievance did not survive his later discharge.

Note: *This decision has been superseded by the 1990 Memorandum of Understanding on the processing of post-removal grievances.*

[M-00226](#) Memorandum of Understanding, October 16, 1981

(T)he processing and/or arbitration of a grievance is not barred by the separation of the grievant, whether such separation is by resignation, retirement, or death.

[C-06949](#) National Arbitrator Bernstein, April 8, 1987, H1N-3D-C 40171

The NALC does not have standing to bring a grievance on behalf of a rural carrier. The NALC/APWU contract does not create substantive rights for employees outside of the bargaining units represented

by the unions. Only the NRLCA is entitled to bargain on behalf of rural carriers, and the NALC is not entitled to intrude itself into that process.

[C-06858](#) National Arbitrator Bernstein, March 11, 1987, H1N-5G-C 14964

Article 5 of the National Agreement serves to incorporate all of the Service's "obligations under law" into the Agreement, so as to give the Service's legal obligations the additional status of contractual obligations as well. This incorporation has significance primarily in terms of enforcement mechanism--it enables the signatory unions to utilize the contractual vehicle of arbitration to enforce all of the Service's legal obligations. Moreover, the specific reference to the National Labor Relations Act in the text of Article 5 is persuasive evidence that the parties were especially interested in utilizing the grievance and arbitration procedure spelled out in Article 15 to enforce the Service's NLRB commitments.

BARGAINING UNIT WORK, SUPERVISORS PERFORMING

[C-03329](#) National Arbitrator Aaron, March 16, 1983, H1N-3Q-C 1288

Relabeling of letter carrier cases, including filling out of forms 313 is bargaining unit work which may not be performed by supervisors. See also [M-00204](#) and [M-00691](#).

[M-00832](#) Pre-arbitration Settlement, May 17, 1988, H7N-2M-C 443

In the administration of Article 1, Section 6.B of the National Agreement, the parties agree to the following principles: If the phrase "distribution tasks" or "may personally perform non-supervisory tasks" is found in a supervisor's job description, this does not mean the casing of mail into letter carrier cases. See also [M-00974](#).

[M-00974](#) Memorandum, June 28, 1990

This letter is intended to serve as a joint statement of the parties in clarification of the settlement in H7N-2M-C-443 ([M-00832](#)) and reflects the meaning and understanding of the parties, then and now.

The following language appears in the subject settlement:

If the phrase "distribution tasks" or "may personally perform non-supervisory tasks" is found in a supervisor's position description, this does not mean the casing of mail into letter carriers cases.

The parties agree that the meaning and intent of their settlement did not change the meaning of a prior settlement in case number NB-C-2981 (N-61)/S-SPR-M-55. The language in that settlement reads as follows:

The provisions for distributing mail, as contained in a supervisors position description, refer to clerk duties and not the routing of mail into a carrier case.

To this effect, the language of this joint statement of clarification should be deemed to be substituted for that which appears in the original settlement agreement of case number H7N-2M-C-443

([M-00832](#)).

[M-00200](#) Step 4 Settlement, March 3, 1978, NCC 9746

The National Agreement does not limit the performance of bargaining unit work by supervisors to only emergency situations in offices of less than 100 employees. Conversely, the supervisor's job description does not intone (sic) that he would perform bargaining unit work as a matter of course every day but rather that he would perform such duties in order to meet established service standards. See also [M-00974](#).

[M-01351](#) Step 4 Settlement, October 22, 1998, F94N-4F-C 98101549,

An employee, while detailed to an EAS position, may not perform bargaining unit overtime, except as authorized by Article 3.F of the National Agreement. The PS Form 1723 should accurately reflect the duration of the detail.

[M-00540](#) Step 4 Settlement, September 27, 1984, H1N-3F-C 31824

Except in an emergency, a supervisor should not transport a member of a van-pool to his/her route.

[M-00870](#) Pre-arbitration Settlement, November 1, 1988, H4N-3U-C 25828

We mutually agreed the general delivery and pickup of express Mail is bargaining-unit work. It is also understood that management has not designated this work to any specific craft. In accordance with the above understanding, management is prohibited from performing bargaining-unit work except as enumerated in Article 1, Section 6.

This settlement is not intended to prohibit management from assigning available personnel as necessary, including non-bargaining-unit persons, to meet its commitment where Express Mail is concerned in connection with noon and 3 P.M. deliveries and office closings. See also [M-00955](#) (APWU)

[M-00336](#) Pre-arbitration Settlement, NN 4507

The Postal Service reaffirms its intent that supervisors will do as little bargaining unit work as possible and that such work will be performed only under the strict limitations of Article 1, Section 6, of the 1973 National Agreement.

[M-00202](#) Step 4 Settlement, July 19, 1977, NCE 4977

Preparation of collection schedules is a management function, however, the actual changing of collection box labels as cited in the grievance case should be performed by bargaining unit employees.

[M-00454](#) Step 4 Settlement, November 18, 1977, NCS 8463

The delivery of disciplinary notices to employees is not per se bargaining unit work.

[M-00751](#) Step 4 Settlement, April 23, 1987, H4N-3U-C 27476

Movement of mail by the supervisor for the sole purpose of conducting mail counts or volume measurements does not constitute bargaining-unit work.

M-00322 Step 4 Settlement, January 30, 1975, NBC 2981

The provisions for distributing mail as contained in the supervisor's job description refer to clerk duties and not the routing of mail into a carrier case.

M-00034 Step 4 Settlement, January 20, 1983, H8N-4F-C 32626

It is not the intent of the parties at the national level that supervisors will perform the duties enumerated in the applicable handbooks as carrier duties and responsibilities, except as provided for in Article 1, Section 6, of the 1978 National Agreement.

M-00206 Settlement Agreement November 24, 1978, NCE 4716

Where additional work hours would have been assigned to employees but for a violation of Article I, Section 6A, and where such work hours are not de minimis, the employee(s) whom management would have assigned the work shall be paid for the time involved at the applicable rate.

M-00205 Step 4 Settlement, January 31, 1977, NCW 4083

The supervisor had been instructed to discontinue placing the mail in question on the carriers' ledge.

M-01031 Step 4 Settlement, December 6, 1991, H7N-5C-C-21548

The issue in this grievance is whether under these specific fact circumstances, the operation of a paper folding machine by supervisors violates the National Agreement.

Without prejudice to either parties position in any other case, we agree that the work performed is bargaining unit work.

M-01132 APWU Step 4 Settlement, May 20, 1977, AC-S-105

The servicing of stamp-vending machines is bargaining unit work. Therefore, the grievance is sustained as it relates to the performance of this function. Supervisors will refrain from performing this work except as provided in Article I, Section 6 of the National Agreement.

M-01165 Step 4 Settlement, October 4, 1993, HON-5S-C 15426

The issue in this case is whether the National Agreement was violated when a postmaster relief employee not serving under a dual appointment, was loaned to an installation other than the one to which she was assigned and was used as a casual employee doing clerical work.

To the extent that a postmaster relief employee not serving under dual appointment may not be used as a casual employee, the grievance is sustained.

M-00955 APWU Pre-arbitration Settlement, December 8, 1987, H1S-3F-C 39430

The general delivery and picking up of Express Mail is bargaining-unit work. It is also understood that management has not designated this work to any specific craft. In accordance with the above

understanding, management is prohibited from performing bargaining-unit work except as enumerated in Article 1, Section 6.

This settlement is not intended to prohibit management from assigning available personnel as necessary, including nonbargaining unit persons, to meet Its commitment where Express Mail is concerned in connection with noon and 3 p.m. deliveries as well as office closings. See also [M-00870](#).

BIDDING

See also

[Posting](#)

[M-01619](#) Postal Service Letter June 1, 2007

Regarding the second phase of Postal PEOPLE implementation: The NALC National Agreement's requirement to post vacant or newly established duty assignments within five days falls outside of the functionality of the Human Capital Enterprise System (HCES). Also, some installations have Local Memorandum of Understanding provisions on posting and bidding that do not match other time periods and requirements of the National Agreement. To accommodate these requirements, it may be necessary to use manual bid cards following the HCES migration.

[M-00752](#) Memorandum, March 16, 1987, H1N-NA-C 119

The following procedures will be used in situations in which a regular letter carrier, as a result of illness or injury, is temporarily unable to work his or her normal letter carrier assignment, and is working another assignment on a light duty or limited duty basis, or is receiving Continuation of Pay (COP) or compensation as a result of being injured on the job, sick leave, or annual leave, or Leave Without Pay (LWOP) in lieu of sick leave.

- A) A regular letter carrier who is temporarily disabled will be allowed to bid for and be awarded a letter carrier bid assignment in accordance with Article 41, Section 1.C.1, or, where applicable, in accordance with the provisions of a local Memorandum of understanding, provided that the letter carrier will be able to assume the position within the six (6) months from the time at which the bid is placed.
- B) Management may, at the time of submission of the bid or at any time thereafter, request that the letter carrier provide medical certification indicating that the letter carrier will be able to perform the duties of the bid-for position within six (6) months of the bid. If the letter carrier fails to provide such certification, the bid shall be disallowed, and, if the assignment was awarded, it shall be reposted for bidding. Under such circumstances, the letter carrier shall not be permitted to re-bid the next posting of that assignment.
- C) If at the end of the six (6) month period, the letter carrier is still unable to perform the duties of the bid-for position, management may request that the letter carrier provide new medical

certification indicating that the letter carrier will be able to perform the duties of the bid-for position within the second six (6) months after the bid. If the letter carrier fails to provide such new certification, the bid shall be disallowed and the assignment shall be reposted for bidding. Under such circumstances, the letter carrier shall not be permitted to re-bid the next posting of that assignment.

D) If at the end of one (1) year from the placement of the bid the letter carrier has not been able to perform the duties of the bid-for position, the letter carrier must relinquish the assignment, and shall not be permitted to re-bid the next posting of that assignment.

E) It is still incumbent upon the letter carrier to follow procedures in Article 41.1.B.1 to request notices to be sent to a specific location when absent. All other provisions relevant to the bidding process will also apply.

Letter carriers who bid to a higher level assignment pursuant to the procedures described in the preamble and Part I Bidding, above, will not receive higher level pay until they are physically able to, and actually perform work in the bid-for higher level position.

M-00732 Step 4 Settlement, October 31, 1974, NBW 1603

Employee bid on his former assignment while still detailed to a supervisory position in which he had served for over six months. This was not consistent with applicable provisions of the National Agreement. Accordingly, the appropriate postal officials are being instructed to take the necessary steps to see that the assignment in question is awarded to the bidder who would have received that assignment had it not been awarded to the employee with whom this grievance is concerned.

M-00669 Step 4 Settlement, February 24, 1987, H1N-5G-C 22641

Full-time reserve and unassigned regular letter carriers occupying a hold-down position pursuant to the provisions of Article 41.2.B.3 have the right to bid for a full-time duty assignment. If such letter carrier is the successful bidder, he shall be placed into the duty assignment pursuant to the provisions of Article 41.1.C.3. The resultant vacant hold-down will be filled pursuant to the provisions of Article 41.2.B.3-5, provided the anticipated duration of the resultant vacancy is of five (5) days or more.

M-00491 Step 4 Settlement, June 29, 1972, NW 555

It is improper to deny a letter carrier's bid based on an attendance record.

M-00947 Step 4 Settlement, October 6, 1987, H7N-1N-C-20699

Article 41, Section 1.B.1 of the National Agreement applies to letter carriers who have been suspended or removed. Notices inviting bids shall be sent to such letter carriers provided they submit request per that provision.

During the pendency of the grievance of a letter carrier who has been suspended or removed, management shall accept and honor the bid of such letter carrier for letter carrier craft duty

assignments, and to such other assignments to which a letter carrier is entitled to bid.

M-00683 Step 4 Settlement, June 23, 1977, NCS 6637

The grievant was the successful bidder on one of several positions which were awarded in November 1976. However, the reassignments were not effective until January 15, 1977, by which time the position awarded to the grievant was reverted. The Union contends that as a result the grievant should have been awarded his second choice.

The evidence available substantiates the Union's contention. The grievance is sustained.

M-01055 APWU Step 4 Settlement, February 18, 1986, H4C-5K-C-3831

The issue in this grievance is whether management violated the National Agreement by not placing the next senior qualified bidder in a position within the prescribed time. The parties at this level agree that "immediately after the end of the deferment period, the senior bidder then qualified shall be permanently assigned..." in accordance with Article 37.3F(3). Those employees who were placed in new assignments after the prescribed time limit should be paid out-of-schedule premium for those hours worked between such time and the effective date of the new assignment.

M-00478 Step 4 Settlement, December 4, 1985, H4N-5L-C 4223

Management improperly denied a bid to an Employee Involvement Facilitator.

M-01198 Settlement Agreement, January 25, 1995

Settlement agreement and resolution to questions raised concerning the implementation of the January 10 Memorandum of Understanding (MOU) regarding the expansion of the Carrier Technician, Level 6, program.

Restrictions – Article 12.3

M-01596 Postal Service Correspondence January 11, 2007

The Postal Service has reset the bid counters for each letter carrier to zero effective November 21, 2006.

M-01450 Memorandum of Understanding December 13, 2001

Re: National Negotiations—Article 12.3.A and Article 10.4.B.

The parties have agreed to extend the current period of contract negotiations. Pending conclusion of this extension, the parties have agreed to the following:

Article 12.3.A—The bid count for the five (5) successful bids during the term of the next National Agreement began on November 21, 2001.

Article 10.4.B—Choice vacation selections are to proceed as provided in the 1998-2001 National Agreement and, or corresponding Local Memorandum of Understanding.

M-01626 USPS Letter, April 4, 2007

City letter carriers may claim "closer to home" when submitting bids through the Interactive Voice Recognition System or by computer bidding. A claim of "closer to home" is then tracked in the Human Capital Enterprise System. A bid that is validated as "closer to home" does not count towards the maximum number of successful bids allowed by Article 12.3.A of the collective bargaining agreement.

M-00513 Step 4 Settlement, May 21, 1984, H1N-1E-C 25953

The bidding restrictions of Article 12, Section 3, pertain only to those positions posted for bid pursuant to Article 41, Section 1.B.2. Other types of local in section bidding or bidding pursuant to Article 41, Section 2.B, are not included.

M-00313 Step 4 Settlement, September 20, 1985, H1C-3P-C 36488

The bidding exceptions listed in Article 12, Section 3, are to be applied from the first bid.

M-00305 Step 4 Settlement, May 2, 1985, H1N-5G-C 26398

The issue in this grievance is if an employee is designated a successful bidder to one of the exclusions enumerated under Article 12, Section 3.A, is that bid counted against the maximum of five or does the exception criteria apply only after the fifth successful bid. Such bid is not counted against the maximum of five (5) bids.

While on LWOP for military duty

M-01453 CAU Publication USERRA Rights, December 2001

Contract Administration Unit Publication reviewing letter carrier rights under the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA). Includes explanation of letter carriers' bidding rights while on LWOP for military service.

C-32293 National Arbitrator Nolan, March 17, 2016, Q06N-4Q-C 11179786

The Postal Service did not violate Article 41 by displacing the Grievant from his route when USERRA required it to award the route to an employee returning from military service.

BREAKS

M-39 Section 242.341 provides for break periods. It states:

242.341 Street Time Allied Work Rules

The carriers at the delivery unit will receive two 10minute break periods. The local union may annually opt to have either (a) both breaks on the street or (b) one of the 10-minute breaks in the office and one break on the street. If two 10-minute breaks are taken on the street, they will be separate from each other. Breaks must be separate from the lunch period. The carrier shall record on Form 1564-A, Delivery Instructions, the approximate location of the break(s). Reasonable

comfort stops will not be deducted from the carrier's actual time.

Breaks Are Mandatory

Letter carriers are required to take the contractually negotiated breaks, which must be observed and cannot be waived by employees. If management does not enforce this requirement, the union should initiate a grievance.

[C-08555](#) National Arbitrator Britton, December 22, 1988, H4N-3D-C 9419

While the Employer may be correct in its assertion that carriers have certain discretionary time periods during which they may carry out objectives other than those originally designated, the office break does not, in the view of the Arbitrator, fall within this category. Once the Union has elected to take an office break, the time period is no longer discretionary with the carrier. It is a specific ten-minute period, the starting and ending times of which are established locally, during which work is to be discontinued.

In accordance with the foregoing, it is the conclusion of the Arbitrator that the Employer is required to ensure that employees stop working during an office break.

Length of Past Practice

The negotiated two 10-minute break periods are the required minimum. However, longer breaks may be established by past practice or the Local Memorandum of Understanding.

[M-00179](#) Step 4 Settlement, May 1, 1981, H8N-5C-C 13673

This grievance involves whether the carriers in the office in question are entitled to two fifteen minute breaks by virtue of the previous long-standing practice of granting such breaks. Upon review of the issue raised along with other documents provided; including previous route inspection data, it is our determination that the carriers are entitled to 2 fifteen minutes breaks.

[M-00702](#) Step 4 Settlement, May 3, 1979, NCS 18037

In those installations where there was a past practice of allowing coffee breaks longer than the twenty, minutes provided for in the National Agreement that past practice should continue.

[M-00941](#) Step 4 Settlement, June 27, 1989, H7N-5H 7814

In those installations where longer break periods were provided by past local negotiation, the longer break periods will be used.

Location

M-39 Section 126.5 requires that break locations be entered on Form 1564-A. Section 126.5 provides in relevant part:

126.5 § (3) Have approved approximate locations for street break periods been entered on Form

1564-A? Street break locations should also be entered on route maps. (Indicate sequence; i.e., after swing 2, etc.)

M-00138 Letter, May 10, 1979

Letter carriers can take two 10-minute breaks on the street or take one 10-minute break in the office and one 10-minute break on-the-street. Inasmuch as the designated line of travel to and from the route is part of the route street time, a designation of an approximate break location of the line of travel is considered appropriate.

M-00424 Step 4 Settlement, June 11, 1980, N8-W-0312

The intent of the negotiated breaks for carriers allows that carriers may take their breaks on the line of travel to or from their designated delivery area and that one or both of the street breaks may be taken in the office as long as such is on street time and duly recorded in the carrier route book.

M-00527 Step 4 Settlement, September 10, 1984, H1N-3U-C 32763

If the carriers have selected to take either one or both of the breaks on the street, then either one or both of these street breaks may be taken in the office but must be taken on street time and cannot be combined. See also [M-00062](#).

M-00405 Step 4 Settlement, November 7, 1980, N8-S-0314

The determination as to authorized rest break locations rest solely with management. There is no requirement that rest breaks be at a location that serves refreshments.

M-00240 Step 4 Settlement, June 24, 1977, NCC 5581

Letter carriers were permitted to go to the bakery next door to the post office on the clock in order to purchase a roll to eat with their coffee in the morning. The fact that the carriers' starting time was changed by 30 minutes does not, in and of itself, appear to be reasonable grounds on which to discontinue the practice of going to the bakery on the clock in order to purchase a roll. Accordingly, by copy of this letter, the postmaster is instructed to continue the past practice with respect to purchasing rolls, with the understanding that office time will not in any way be expanded by such a practice.

Time Of

M-00134 Letter, February 21, 1979

No time will be noted on Form 1564 when designating the approximate location where breaks are to be taken.

M-00885 National Joint City Delivery Meeting October 4, 1988

Morning and afternoon office breaks for routers will be scheduled by management.

M-00834 Pre-arbitration Settlement, February 2, 1988, H4N-3Q-C 40722

Handbook M-39, Section 242.341, requires that the two ten-minute break periods be separate from each other, and that such breaks must be separate from the lunch period. There is no specific requirement in the M-39 Handbook that one of the break periods be before and one after a carrier's lunch period.

PTF Breaks

[M-00618](#) Step 4 Settlement, November 13, 1985, H4N-5L-C 1316

Break times for a part-time flexible letter carrier who works only a portion of a day performing carrier duties will be implemented on a pro-rata basis. The pro-rata basis will involve four equal segments of 2 hours each in the 8-hour day. Accordingly, a part-time flexible carrier who works 2 hours performing carrier duties is entitled to a 5-minute break; 4 hours carrier work would provide a 10-minute break; 6 hours carrier work would provide one 10-minute break and one 5-minute break; and 8 hours carrier work entitles the carrier to two 10-minute breaks. See also [M-00171](#).

Route Inspection Credit

[M-00242](#) Step 4 Settlement, September 13, 1976, NCE 2097

Management should not deduct reasonable comforts/rest stops from the total street time during route inspections if deduction of the time is contrary to pass local practice.

[M-00230](#) Step 4 Settlement, March 17, 1982, H8N-4B-C 32585

Letter carriers are entitled to two 10-minute break periods. If less than this is incorporated into the routes, appropriate action should be initiated to ascertain that this break time is reflected in the route adjustments. Management does not have the contractual right to deny the utilization of these breaks.

[M-00745](#) National Joint City Delivery Meeting December 11-12, 1979

When both breaks are selected on the street in accordance with M-39 Section 242.34a, one or both of these breaks may in some instances properly be designated as in the post office. When this happens, however, the break or breaks will be recorded as street time and must occur during the period from clocking out of the office and clocking back in from the street.

BULLETIN BOARDS, UNION BUTTONS

Bulletin Boards

[C-03224](#) National Arbitrator Gamser, July 14, 1981, N8-W-0214

Management will not interfere with the posting of notices containing the names of non-members unless or until the Postal Service can prove that this material is unsuitable for posting because it has caused or will cause an adverse impact upon the ability of postal authorities to direct the work force

and to manage its operations efficiently and productively.

M-01159 Step 4 Settlement, December 16, 1993, WON-5R-C 15397

The issues in these cases are whether a contractual violation occurred when management removed certain items from NALC bulletin boards. The items were removed due to management's determination that the material in question, which consisted of an NALC Bulletin listing endorsement of political candidates, was inappropriate for display in a building owned or leased by the Postal Service. Based on the particular fact circumstances in this case, the grievances are sustained.

M-01399 Step 4 Settlement, January 12, 2000, E94N-4E-C 98082428

The issue in this grievance is whether management violated Article 22 of the National Agreement when a petition regarding the minimum wage (Initiative 668) was not allowed to be posted in Bitterlake Station. After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that the Hatch Act is not applicable to the facts contained in this case. We also agreed that whether or not there was a violation of Article 22 of the National Agreement is a matter suitable for local determination.

M-00443 Step 4 Settlement, October 19, 1978, NCS 11116

The National Agreement, Article XXII does not restrict local management from allowing the national alliance of Postal and Federal employees to place material on a bulletin board other than the bulletin boards of the certified bargaining representatives.

M-00684 U.S. Supreme Court Decision, June 25, 1974, Letter Carriers vs. Austin, 418 U.S. 264

Supreme Court decision affirming the right of an NALC Branch to place a list of “scabs” on the bulletin board. The use of the term “scab” is protected rhetorical hyperbole rather than an unprotected defamatory comment. See also [M-01790](#).

Union Buttons

C-06858 National Arbitrator Bernstein, March 11, 1987, H1N-5G-C 14964

The Postal Service is directed to refrain from prohibiting the wearing of union buttons whenever it permits the wearing of any other items other than stars and bars, safe driving awards or other insignia which recognize special accomplishments.

M-01466 Pre-arbitration Settlement, June 26, 2002, K94N-4D-C-99228226

The issue in these cases is whether letter carriers are prohibited from wearing “union campaign/ negotiations buttons,” on their uniforms.

In accordance with Section 933.72 of the ELM, “Except as indicated below, other insignia may not be worn with the uniform.” In accordance with Section 933.84 of the ELM, the September 1, 1998

Memorandum from then Senior Vice President of Labor Relations, John Potter, provided an exception to the language contained in Section 933.72 of the ELM, allowing buttons to be worn on the uniform when out of public view, during that negotiation period.

The parties agree that during union elections and the bargaining period for National Negotiations, exceptions will normally be granted, as follows:

Employees in uniform may wear buttons on their uniforms when they are not in the performance of their duties in the public's view, and provided the message on the button is not insulting, disruptive, or otherwise inappropriate. See also [M-01467](#).

CARRIER TECHNICIANS

Historical Background

On October 26, 1994, Interest Arbitrator Richard Mittenthal issued an award (C-13963) expanding the Carrier Technician Level 6 (T-6) program to all installations. Prior to that time the replacement carriers in some installations were called T-6s because they received Grade 6 pay. In other installations they were called utility carriers and received only Grade 5 pay, the same as other carriers.

A September 19, 1999, national interest arbitration award upgraded letter carriers to Grade 6 and maintained the existing pay differential for carrier technicians. To avoid confusion with the different pay scales in other crafts, the pay grade terminology was changed. PS 5 letter carriers became CC 1 and PS 6 letter carriers became CC 2. Consequently, the term T-6 became obsolete.

Nevertheless, many national level settlements and Memorandums referring to T-6 (and utility) carriers, including all those listed below, remain in effect. If you have any questions concerning the current applicability of national level settlements, Memorandums, or regional arbitration awards, contact your national business agent.

[C-13963](#) Interest Arbitrator Mittenthal October 26, 1994, T-6 Interest Arbitration

"NALC's position as outlined by the Interest Arbitration Board on page 60 of its June 12, 1991 Award is adopted."

[M-01214](#) Memorandum of Understanding January 10, 1995

It is hereby agreed by the United States Postal Service and the National Association of Letter Carriers, AFL-CIO, that the following procedures will apply for the implementation of Arbitrator Mittenthal's October 26, 1994 Interest Arbitration Award (C-13963) regarding expansion of the Carrier Technician, Level 6, (T-6) program.

[M-00516](#) Step 4 Settlement, June 22, 1984, H8N-30-C 1764

Nothing precludes the union from requesting that, the T/6 program be initiated. The decision to initiate the program, however, rests solely with management.

Note: Article 41-3-D was permanently changed in the 1998 National Bargaining Session elevating

all utility carriers to T-6.

M-01340 Step 4 Settlement, August 28, 1998, H94N-4H-C 98088785

The issue in this case is whether management violated the National Agreement by not implementing the T-6 Program in the subject office.

After discussions and review of the Joint Contract Administrative Manual, which reflects that Article 41.3.D is obsolete, it is our decision to sustain this grievance to the extent that the T-6 Program will be instituted in the subject office. See also [M-00516](#).

Carrier Technician Duties

M-01214 Memorandum of Understanding January 10, 1995

Memorandum of Understanding implementing the Arbitrator Mittenthal's national level arbitration award (C-13963). It provides in pertinent part:

The parties recognize that the Carrier Technician, Level 6, (T-6) position carries with it an assumption of leadership responsibility as well as an advancement opportunity, and that in many cases, T-6's have not been called upon to perform the full scope of their position. With this in mind, the parties encourage supervisors, T-6's and carriers alike to work together to realize the leadership, efficiency and service potential inherent in the T-6 program.

In accordance with the duties and responsibilities of the T-6 position (copy of position description attached), the parties encourage use of T-6's in the following leadership activities:

- a. Monitor and assist replacement carriers working on routes in their group to maintain schedules and quality service;*
- b. Assist management as a delivery point sequencing (DPS) quality liaison for carriers in their group, providing information and suggested improvements related to improving sort plan quality, station inputs, and overall quality of the DPS mail flow;*
- c. Make suggestions to the supervisor regarding coverage of the routes in their group to maintain efficiency and quality service; and*
- d. Assist management in conducting quality control efforts, such as ensuring that Change of Address cards (PS Form 3575) are processed appropriately and that carrier case labels are timely updated, etc.*

M-00278 Step 4 Settlement, November 21, 1978, NCW-12279

Normally the T-6 will train new employees as provided in the T-6 position description. However, management reserves the right to have anyone conduct such training.

M-00378 Step 4 Settlement, October 31, 1977, NC-C-7318

The information of record presented. in this case establishes that local management: utilized T/6

carriers at Christmas time to case all five (5) routes each day, with the regular carriers making the street deliveries. It is our position that such a practice is inconsistent with the terms and conditions of the National Agreement.

The Postmaster is instructed to discontinue the practice of utilizing T/6 carriers solely for the casing of mail in the office. In accordance with the provisions set forth in Article XLI, Section 2 (D), the successful bidder shall work the duty assignment as posted.

M-00380 Step 4 Settlement, March 15, 1976, NC-E-561

Normally, a T-6 carrier covers the routes within his string of routes on the non-scheduled day of the carriers assigned to those routes; and normally, this means the T-6 carrier will carry those routes in a prescribed sequence. However, a T-6 carrier's function is to serve any route in his group during the absence of the regular carrier. Accordingly, assignment of a T-6 carrier to other than a prescribed sequence but to a route within his string, where the regular carrier for that route is absent, is proper whether or not an unanticipated circumstance has occurred.

Qualifications

M-00425 Step 4 Settlement, November 30, 1977, NC-W-5281

The Qualifications Standards for the position of Carrier Technician require at least two (2) years of Postal experience of which at least one year must have been in the performance of city carrier duties. However, successful completion of a 4 year high school curriculum may be substituted for one (1) year of the required experience, but not for the one (1) year of experience as city carrier. If the experience requirements are posing an insurmountable problem in filling needed T-6 positions, the Postmaster may request waiver of the requirement.

M-00280 Step 4 Settlement, September 21, 1982, H1N-5H-C 2754

Total time (including casual) served performing carrier duties will count toward required experience when awarding carrier technician positions.

Bidding and Posting

M-00986 Step 4 Settlement, July 26, 1990, H4N-3A-C 62482

T-6 positions should be included in postings under Article 41.3.O.

M-00694 Step 4 Settlement, February 6, 1987, H1N-3A-C 30176

If a Local Memorandum of Understanding contains the Article 41.3.O language and changes in T-6 are so great that the assignments are abolished, they should be reposted in accordance with Article 41.3.O. If a local Memorandum of Understanding does not contain 41.3.O language, reposting is not required. Changing one route in a T-6 string is not a cause for reposting regardless of Local Memorandum of Understanding provisions.

M-00061 Step 4 Settlement, May 26, 1983, H1N-3A-C 16392

Normally the changing of routes on a swing does not require the routes to be reposted for bid.

Pay, Temporary Vacancies

M-00902 Step 4 Settlement, February 10, 1989, H4N-5R-C 44093

The Brown Memorandum of November 5, 1973 (M-00437) remains in effect

M-00437 Brown Memorandum, November 5, 1973 (Duplicate of M-00452)

M-00452 Brown Memorandum, November 5, 1973

When a carrier technician (T-6) is absent for an extended period and another employee serves the series of 5 routes assigned to the absent T-6, the replacement employee shall be considered as replacing the T-6, and he shall be paid at the T-6 level of pay for the entire time he serves those routes, whether or not he performs all of the duties of the T-6. When a carrier technician's absence is of sufficiently brief duration so that his replacement does not serve the full series of routes assigned to the absent T-6, the replacement employee is not entitled to the T-6 level of pay. In addition, when a T-6 employee is on extended absence, but different carriers serve the different routes assigned to the T-6, those replacements are not entitled to the T-6 level of pay. The foregoing should be implemented in a straight-forward and equitable manner. Thus, for example, an employee who has carried an absent T-6 carrier's routes for four days should not be replaced by another employee on the fifth day merely in order to avoid paying the replacement higher level pay.

M-01893 Step 4 Settlement, July 27, 2018, Q16N-4Q-C 17638188/Q16N-4Q-C 18025517

NALC and the Postal Service have settled national-level cases Q16N-4Q-C 17638188 and Q16N-4Q-C 18025517 concerning revisions to promotion pay rule for letter carriers contained in the Employee and Labor Relation Manual (ELM) Section 422.2 and the "Hold in Place" rule that was applied to Rate Schedule Code Q7 (Table 2) city letter carriers who were promoted prior to the revisions.

C-10254 National Arbitrator Snow, September 10, 1990, H7N-5R-C 316

Management may not assign different employees on an "as needed" basis carry a route on a T-6 string when a vacancy of five or more days is involved; instead such vacancies must be filled according to Article 25.

M-01035 Pre-arbitration Settlement, February 24, 1992, H7N-5R-C-32010

The issue in this grievance is whether management must fill a T-6 assignment which is vacant for five days or more.

During our discussion, we mutually agreed that management may not refuse to fill a T-6 assignment which is vacant for five days or more, in order to reserve that assignment for other purposes such as pivoting.

M-01365 Step 4 Settlement, October 22, 1998, H94N-4H-C 98077431

Step 4 Settlement, settlement citing the JCAM as confirmation that PTF letter carriers may apply for T-6 positions under the provisions of Article 25.

[M-00431](#) Pre-arbitration Settlement, January 27, 1982, H8N-3P-C 32705

Details of anticipated duration of one week (five working days within seven calendar days) or longer to temporarily vacant Carrier Technician (T-6) positions shall be filled per Article 25, 1981 National Agreement. When such temporary details involve a schedule change for the detailed employee, that employee will assume the hours of the vacancy without obligation to the employer for out-of-schedule overtime. See also [M-00072](#).

[M-00276](#) Step 4 Settlement, May 6, 1981, H8N-3P-C 25550

Temporary T-6 positions are higher level assignments and are not subject to Article 41, Section 2.B.3-4-5. As such they are to be filled per the provisions of Article 25, National Agreement.

[M-00614](#) Step 4 Settlement, July 18, 1974, NBE-791

If local management directs a city carrier to carry a route which would otherwise be carried by a T-6, and if the assignment is solely to those duties contained in the job description of a city carrier, KP-11, that city carrier will only be entitled to Level 5 pay for the day or days in question.

Schedule

[M-00129](#) Step 4 Settlement, December 13, 1978, NCS-11547

It would be inconsistent with the terms and conditions of the National Agreement to utilize a T-6 carrier to case all five routes each day with the regular carriers making the street deliveries.

[M-01020](#) Step 4 Settlement, November 14, 1991, H7N-5R-C 6764

The issue in this grievance is whether management violated Article 41 by failing to change the grievant's starting time to the starting time of the regular carrier of a route which the grievant carried as a Carrier Technician (T-6).

During our discussion, we mutually agreed that the starting time(s) of a T-6 carrier should be the starting time(s) of the component routes which comprise the T-6 assignment.

[M-00282](#) Step 4 Settlement, April 27, 1979, NCS-12143

Normally, a T-6 carrier covers the routes within his string of routes on the nonscheduled day of the carriers assigned to those routes. Usually, this means that the T-6 carrier will carry those routes within his string in a prescribed sequence. However, a T-6 carrier's function is to serve any route on his group during the absence of the regular carrier. Accordingly, assignment of a T-6 carrier to other than a prescribed sequence, but to a route within his string when the regular carrier for that route is absent, is proper, whether or not an unanticipated circumstance has occurred. See also [M-00380](#) and [M-00283](#).

[M-00350](#) Step 4 Settlement, June 14, 1985, H1N-4A-C 28381

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. Whether or not the T-6 carrier was improperly assigned to case mail on several routes of his "swing" on a given day can be determined by applying Article 41, Section 1.C.4, to the fact circumstances. The parties at this level agree that a T-6 should not normally be moved off the scheduled route unless absolutely necessary and all other alternatives have been considered including the use of overtime and/or auxiliary assistance.

M-00758 Step 4 Settlement, May 22, 1987, H4N-5R-C 30785

The issue in these grievances is whether or not the T-6 carrier was improperly assigned to case mail on several routes on a given day.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases. Whether or not the T-6 carrier was improperly assigned to case mail on several routes on a given day can only be determined by applying Article 41, Section 1.C.4 to the fact circumstances. The parties at this level agree that a T-6 should not normally be moved off the scheduled route unless absolutely necessary and all other alternatives have been considered including the use of overtime and/or auxiliary assistance. See also [M-00350](#).

M-00277 Step 4 Settlement, November 30, 1977, NC-W-8286

When it is known in advance that a carrier will be absent for an extended period, it is not anticipated that a T-6 will be required to serve the same route for the entire week unless unanticipated or emergency circumstances exist.

M-01085 Step 4 Settlement, May 8, 1992, H7N-3W-C 38708

The issue in this grievance is whether a utility carrier was improperly assigned to case and deliver mail on a route within the bid assignment.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. The previous decision in cases H4N-5R-C 30785 et al (M-00758) also applies to utility carriers. It states in relevant part, that "... a T-6 should not normally be moved off the scheduled route unless absolutely necessary and all other alternatives have been considered including the use of overtime and/or auxiliary assistance." See also [M-00350](#).

M-00679 Step 4 Settlement, February 18, 1976, NC-W-400

It was mutually agreed that the T-6 carrier will not be moved off his scheduled route unless absolutely necessary and all other alternatives have been made including calling in all qualified carriers in an overtime situation.

M-00154 Step 4 Settlement, December 14, 1979, N8N-0176

The regular route carrier is called in on his off-day to work his own route, he bumps the utility carrier to one of the other four routes in his string of routes. To enable the utility carrier to achieve the essence of his bid assignment, he will be allowed to displace an employee who has opted to cover

an assignment under the provisions of Article XLI, Section 2B3,4 and 5 as long as such route is one of the utility carrier's string of routes and if none of the other routes in his string are available. See also [M-00511](#).

[M-00128](#) Step 4 Settlement, November 13, 1978, NCC-11621

At issue in this grievance is whether local management can keep a T-6 carrier in the office all day on occasion to case mail and not deliver a route. It is our position that such a practice is inconsistent with the terms and conditions of the National Agreement. See also [M-00281](#).

[M-00100](#) Step 4 Settlement, October 29, 1976, NC-S-2814

The grievant has been utilized to carry one route in his string of five routes for an extended period of time. Such a requirement is contrary to the provisions set forth in Article XLI, Section 2.D. of the National Agreement.

[M-00279](#) Step 4 Settlement, January 31, 1977, NCS-4362

An employee need only be "qualified" to carry a route. The T-6 carrier will not be moved off his string solely because he is "better qualified" to carry a particular route.

[M-00511](#) Step 4 Settlement, May 29, 1984, H1N-4B-C 14059

Whether or not the T/6 was properly bumped can only be determined by applying the December 31, 1982, settlement previously agreed to between the parties of the Royal Oak, Michigan, Post Office. Prospectively, however, it is our mutual agreement that a PTF or reserve carrier does not have greater rights to the assignment than the utility or T/6 carrier assigned to the route on the regular carrier's scheduled day off.

[M-00775](#) Step 4 Settlement, July 8, 1977, NCC-6334

The T-6 Carrier's Route Assignment was not temporarily changed due to anticipated circumstances. Local management was in this case, aware that Route 0424 was vacant with no carrier assigned to it. Therefore, under these specific factual circumstances we cannot conclude that unusual circumstances were present.

CITY CARRIER ASSISTANTS (CCAs)

The 2013 Das Interest Arbitration award introduced a new classification of letter carrier: City Carrier Assistants (CCAs). Since then, NALC and the Postal Service have entered into numerous agreements modifying the rules concerning CCAs, including, for example, the automatic conversion of CCAs to career status after 24 months of service and the prohibition against relying on discipline issued to a CCA to support progressive discipline after that employee is converted to career status.

[M-01800](#) Memorandum of Understanding, January 31, 2013

Re: Break in Service

For the purposes of implementation of the 2011 National Agreement between the United States

Postal Service and the National Association of Letter Carriers, AFL-CIO, the parties agree that transitional employees who are hired as City Carrier Assistants (CCA) on or before April 11, 2013 will be given a one day break between appointments. The transitional employee will be separated effective Saturday, Day 1 of the Pay Period, be off the rolls on Sunday, Day 2 of the Pay Period (one day break), and hired as a City Carrier Assistant effective Monday, Day 3 of the Pay Period.

The length of the initial CCA appointment for such employees will be for the balance of a 360 day appointment (i.e. the total period from beginning of the transitional employee appointment until the conclusion of the initial CCA appointment will be 360 days). This one day break will not impact employees' eligibility for health benefits or any other right or entitlement otherwise provided under the collective bargaining agreement.

Transitional employees hired as CCAs will be paid at their transitional employee rate through April 19, 2013.

This agreement is intended solely to facilitate staggering CCA breaks between appointments. The parties agree that all other CCA appointments made pursuant to Article 7.1 .C. 1 or Article 7.1 .C.2 of the National Agreement will be for 360 day terms. This agreement is without prejudice to either party in this or any other matter and may not be cited in any matter other than to enforce its terms.

M-01813 Interpretive Step Settlement, May 8, 2013, Q06N-4Q-C 09065318/Q06N-4Q-C 09038596

The parties agreed that the TE classification was phased out on 4/10/2013 for a new employee classification, City Carrier Assistants (CCAs). In accordance with Article 7.1.C.3 of the 2011-2016 National Agreement, CCAs are hired for terms of 360 calendar days.

M-01822 USPS Instructions May 22, 2013

SUBJECT: City Carrier Assistants-Annual Uniform Allowance

In accordance with Article 26, Section 3 of the 2011 National Agreement between the U.S. Postal Service and National Association of Letter Carriers, city carrier assistants (CCAs) are provided with an annual uniform allowance. To qualify for a uniform allowance CCAs must either complete 90 work days or be employed for 120 calendar days, whichever comes first. CCAs who have previously satisfied the 90/120 day requirement as a transitional employee (with an appointment made after September 29, 2007) become eligible for a uniform allowance at the beginning of their first CCA appointment.

CCA uniform allotments will be disbursed annually in a lump sum. The specific allotment amounts are as follows:

Effective Nov 21, 2012 = \$390 Effective Nov. 21, 2013 = \$399 Effective Nov 21, 2014 = \$409
Effective Nov. 21, 2015 = \$420

Generally, the calendar date that a CCA initially becomes eligible for a uniform allowance is the annual anniversary date. Any uniform allowance amount remaining at the beginning of the next

anniversary date is forfeited.

To provide the uniform allowance, local managers must furnish each CCA with a Letter of Authorization that includes an original signature. In order to purchase uniform items, the CCA must provide the original Letter of Authorization to an authorized postal uniform vendor and display his/her postal identification for verification of identity. Advance payment to a uniform vendor is not required; however, **local managers must ensure that prompt payment is made to the vendor for approved CCA uniform Item purchases after receiving the itemized invoice and the original Letter of Authorization.**

Detailed instructions regarding the purchase and payment of CCA uniform items and the Letter of Authorization template are attached. This information is also available on the Blue Page under the Uniform Program Website.

CCAs who are separated and not reappointed must return all uniform items to the local manager.

M-01827 Memorandum of Understanding December 4, 2013

Re: City Carrier Assistants Temporary Assignments to Other Post Offices

The parties agree to the following regarding the temporary assignment of city carrier assistants (CCAs) outside their employing post office (installation) to another post office (installation).

M-01835 Memorandum of Understanding March 31, 2014

Re: Sunday Delivery – City Carrier Assistant Staffing

The parties recognize the importance of successfully implementing the continued expansion of Sunday parcel delivery service, which began testing in approximately 900 delivery zones on November 10, 2013. The parties agree that during the test, the most cost-effective resource for this service would be the use of city carrier assistants (CCAs) without increasing the rate of overtime usage.

M-01854 Interpretive Step Settlement, February 4, 2015, Q11N-4Q-C 14278874

The NALC and the Postal Service have settled national-level case Q11N-4Q-C 14278874 concerning the compensability of time spent and costs incurred by city carrier assistants (CCAs) when obtaining fingerprints for the background investigation required for conversion to full-time career status by agreeing that reasonable and necessary time spent by CCAs obtaining fingerprints necessary for a background investigation under the subject circumstance is compensable time. Additionally, the Postal Service is responsible for any direct costs for fingerprinting.

M-01870 Questions and Answers 2011 USPS/NALC National Agreement, March 16, 2016

This jointly-developed document provides the mutual understanding of the national parties on issues related to the 2011 USPS/NALC National Agreement. It is separated in two sections: the first concerning city carrier assistants (CCAs) and the second section addresses other contractual

provisions. This document fully replaces the March 6, 2014, Questions and Answers, 2011 USPS/ NALC National Agreement ([M-01833](#)). New questions and responses are identified by underscoring. This document may be updated if agreement is reached on additional matters concerning the collective-bargaining agreement.

Note: *Prior versions of the questions and answers are not included in the MRS since [M-01870](#) contains the most up to date information. These Q&As have also been incorporated into the 2022 JCAM.*

[M-01867](#) Interpretive Step Settlement, January 7, 2016, Q11N-4Q-C 15037141

Effective Date of Health Benefits Coverage After Conversion to Career - The case concerned the effective date of coverage after selecting a Health Benefits Plan following conversion non-career to career status. The parties agree that current Office of Personnel Management regulations concerning the Federal Employees Health Benefit Program govern the issue involved in this case.

[M-01877](#) Memorandum of Understanding, May 20, 2016

Re: Sunday Delivery - City Carrier Assistant Staffing

The parties recognize the importance of successfully implementing the continued expansion of Sunday parcel delivery service, which began testing in approximately 900 delivery zones on November 10, 2013. The parties agree that during the test, the most cost-effective resource for this service would be the use of city carrier assistants (CCAs) without increasing the rate of overtime usage. Pursuant to the May 20, 2016 Memorandum of Understanding *Re: Full-time Regular Opportunities – City Letter Carrier Craft*, the parties continue the process of permanently filling residual vacancies and full-time regular opportunities by assignment of unassigned regulars, conversion of part-time flexible employees to full-time regular status, acceptance of transfer requests and conversion of CCAs to full-time regular career status.

[M-01887](#) Step 4 Settlement, September 7, 2017, Q11N-4Q-C 15005929

The NALC and the Postal Service have settled national-level case Q11N-4Q-C 15005929 concerning the potential enrollment of City Carrier Assistants (CCAs) in the NALC's Consumer Driven Health Plan. Based on the new language in Section 3.F of Appendix B in the 2016-2019 National Agreement, the parties agreed to close this case without prejudice to the position of either party.

[M-01892](#) Step 4 Settlement, July 27, 2018, Q16N-4Q-C 18034102

NALC and the Postal Service have settled national-level case Q16N-4Q-C 18034102 concerning the postal service hiring CCA above the contractual caps. This settlement provides that all city carrier assistants in all size offices with 30 months of relative standing on September 1, 2018 will be converted to career status within 60 days from the signing of the agreement on July 27, 2018.

[M-01894](#) Step 4 Settlement, July 27, 2018, Q16N-4Q-C 17638150

NALC and the Postal Service have settled national-level case Q16N-4Q-C 17638150 concerning the

effective date of the City Carrier Assistant (CCA) holiday provisions of Article 11.8 of the 2016 collective bargaining agreement. Employees who remain on the rolls as either a CCA or career letter carrier who were on the rolls as a CCA on Christmas Day 2016, New Year's Day 2017, Memorial Day 2017, and Independence Day 2017 will be paid for these holidays.

M-01895 Step 4 Settlement, July 27, 2018, Q16N-4Q-C 18204108

NALC and the Postal Service have settled national-level case Q16N-4Q-C 18204108 concerning the delay in retroactive pay adjustments for former city carrier assistants who were converted to career status during the retroactive payment period of the 2016-2019 collective bargaining agreement. The affected former CCAs will receive a lump sum payment determined by the length of time the employee worked as a CCA during the backpay period.

M-01902 Memorandum of Understanding, January 31, 2019 – PTF Conversion – Aspen, CO

The parties agree to convert city carrier assistants to part-time flexible career status and hire additional part-time flexible letter carriers in Aspen, CO.

M-01904 Memorandum of Understanding, June 27, 2019

Re: Employing Part-Time Flexible Employees – San Francisco/Bay Valley Districts

The parties agree to convert city carrier assistants to part-time flexible career status and hire additional part-time flexible letter carriers in the identified installations in the San Francisco and Bay Valley Districts. The MOA also calls for the creation of additional full-time positions when certain circumstances are met in the installations covered by the agreement.

M-01906 Step 4 Settlement, January 22, 2020, Q16N-4Q-C 19225551

NALC and the Postal Service have settled national-level case Q16N-4Q-C 19225551 concerning the Postal Service hiring CCA employees above the contractual caps. This settlement provides that all city carrier assistants in all size offices with 30 months of relative standing on February 15, 2020, will be converted to career status within 60 days from the signing of the agreement on January 22, 2018. Select USPS districts are required to make additional conversions to career status as identified in the settlement.

M-01909 Memorandum of Understanding, March 18, 2020 – PTF Conversions – Aspen, CO

The parties agree to convert city carrier assistants to part-time flexible career status and hire additional part-time flexible letter carriers in Aspen, CO. CCAs converted to PTF status under this agreement will not serve a probationary period provided the employee completed the 90 workday or 120 calendar day evaluation period as a CCA.

M-01938 Memorandum of Understanding, March 8, 2021, PTF Conversions – San Bruno, CA

The parties agree to convert city carrier assistants to part-time flexible career status in the San Bruno, CA Post Office. Additionally, the parties agree that the San Bruno Post Office will be added to the list of installations covered by the June 27, 2019, Memorandum of Understanding *Re: Employing Part-Time Flexible Employees - San Francisco/Bay Valley Districts* (M-01904), and all relevant terms of that agreement will apply to the San Bruno Post Office.

M-01946 Memorandum of Understanding, March 29, 2021, Implementation of the MOU *Re: City Carrier Assistants – Conversion to Career Status*

Agreement which recognizes that an anomaly exists with the timelines for city carrier assistant conversions to career status pursuant to the MOU *Re: City Carrier Assistants – Conversion to Career Status*. To protect principles of seniority, the parties agree to a conversion date of May 8, 2021, for CCAs with 24 months of relative standing on March 8, 2021, and those that reach 24 months of relative standing after March 8, 2021, but on or before April 9, 2021.

M-01949 Memorandum of Understanding, April 15, 2021

Re: New Employee Experience and Retention Program

Pursuant to the Memorandum of Understanding *Re: City Delivery and Workplace Improvement Task Force*, the parties agree to conduct a pilot program related to the onboarding and retention of new employees. The purpose of this pilot is to increase new hire retention, enhance the employee experience, and improve customer service. The pilot program will involve various new and modified practices for all City Carrier Assistants (CCAs) and Part-time Flexible city letter carriers (PTFs) in the selected offices. The pilot will begin in May and last approximately one year unless the timeframe is modified by the parties.

M-01961 Memorandum of Understanding, August 23, 2021

Re: New Employee Mentoring Program

Memorandum of Understanding in which NALC and USPS agree to pilot a jointly developed mentoring program (“New Employee Mentoring Program”) for newly hired city letter carriers in 38 USPS installations throughout the country. The purpose of this pilot program is to provide newly hired city letter carriers the opportunity to have mentoring relationships with experienced city carriers through which feedback, coaching, and positive reinforcement can be shared.

M-01985 Memorandum of Understanding, May 24, 2022

Re: City Delivery Staffing Adjustment – Conversions to Part-Time flexible and Full-time Regular Status

The parties agree to a one-time conversion of CCAs and PTFs working in offices identified in the agreement. The agreement includes conversion of part-time flexible (PTF) letter carriers to full-time regular (FTR) career status and conversion of CCAs to FTR career status in select 200 workyear installations as well as the conversion of CCAs to PTF career status. The attachment to the MOU identifies the number and classification for conversion in each installation included in the

agreement. All conversions must take place no later than 90 days from the signing of this agreement on May 24, 2022.

M-01986 Memorandum of Understanding, May 24, 2022

Re: City Delivery Staffing Adjustment – Hiring Part-Time Flexible City Letter Carriers

The agreement requires conversion of all CCAs to PTF career status and moves the 22 installations included in the agreement to an all-career workforce. All CCAs currently on the rolls in the listed offices will be converted to part-time flexible career status no later than 60 days from the date of the agreement (May 24, 2022). After these conversions have taken place, the Postal Service will hire new city letter carriers as PTFs until the number of PTFs listed for each installation has been reached and maintained.

M-01988 Memorandum of Understanding, September 4, 2024

Re: City Delivery Staffing Adjustment – Hiring Part-Time Flexible City Letter Carriers – Additional Installations

Several memorandums agreed upon by NALC and USPS pursuant to the May 24, 2022, Memorandum of Understanding Re: City Delivery Staffing Adjustment – Hiring Part-Time Flexible City Letter Carriers ([M-01986](#)), providing installations in which the Postal Service will convert all city carrier assistants to part-time flexible (PTF) career status as well as hire new PTF city letter carriers in these installations in order to reach and maintain an identified number of PTF city letter carriers on the rolls for each installation. The Postal Service is required to convert all city carrier assistants in the identified installations to part-time flexible career status as soon as practicable, but no later than the first day of the second full pay period following the date of the respective agreement. Additionally, identified installations where the staffing level has been reached and maintained for four consecutive pay periods will return to hiring city carrier assistants after a 30-day notification period. A coversheet to M-01988 has been created to identify installations currently hiring PTF city letter carriers.

C-34870 NPMHU National Arbitrator Das, October 14, 2020, B11M-1B-C 16189293

The issue in this national level interpretive dispute is whether discipline issued to an employee while employed as a noncareer Mail Handler Assistant (MHA) may be considered or cited in determining whether to issue discipline to the employee after his or her conversion to full-time career status, or whether the noncareer employee's disciplinary record is eliminated and his or her record starts anew upon conversion and appointment to the career position. The arbitrator opined, "The parties notably did not provide for carryover of the disciplinary record acquired as an MHA when an MHA is converted and hired as a new career employee...In conclusion, consistent with their status as new hires, former MHAs who are converted to career positions start afresh for disciplinary purposes."

Arbitrator Das ruled, "As set forth in the above Findings, discipline issued to an employee while employed as a noncareer Mail Handler Assistant (MHA) may not be considered or cited in determining whether to issue discipline to the employee after his or her conversion to fulltime career

status."

COVID-19

Because of the COVID-19 pandemic, NALC and the Postal Service entered into a number of agreements to address the resulting workplace challenges. Although many of them had already expired at the time the MRS was being updated, NALC recognizes they may still be relevant in some disputes that arose when they were in force.

M-01910 Memorandum of Understanding, March 18, 2020

Re: Sick Leave for Dependent Care for Child Care

NALC and the Postal Service have agreed to a Memorandum of understanding (MOU) allowing a temporary expansion of sick leave for dependent care due to the COVID-19 pandemic. For 60 days beginning March 18, 2020, employees may use sick leave for dependent care in the event they must care for a child as a result of daycare closures, school (Pre-K through Grade 12) closures, or the unavailability of a child's primary caregiver as a result of the COVID-19 pandemic. The MOU does not change the 80-hour-limit for this category of leave that may be used in any leave year. **With the signing of M-01976, this MOU was extended through May 6, 2022.**

M-01911 Memorandum of Understanding, March 18, 2020

Re: CCA Temporary Additional Paid Leave

NALC and the Postal Service have agreed to a Memorandum of understanding providing temporary additional paid leave for City Carrier Assistants (CCAs) affected by the COVID-19 pandemic. For 60 days beginning March 18, 2020, CCAs will be permitted to use up to 80 hours of paid leave for use in certain circumstances related to the COVID-19 pandemic. Leave used for the purposes described in detail in the MOU will be coded as TACS Code 086, Other Paid Leave. This MOU was reinstated with M-01965 and shall be administered as if it had been in effect without interruption since the original effective date of March 18, 2020. **With the signing of M-01976, this MOU was extended through May 6, 2022.**

M-01912 Memorandum of Understanding, March 20, 2020

Re: Grievance Time Limit Extension

Due to the impact of the COVID-19 pandemic, NALC and the Postal Service have agreed to a temporary time limit extension on Step B and arbitration appeals. The parties agree that time limits for appealing grievances to Step B of the grievance-arbitration procedure and appeals to arbitration will be extended for a period of 30 days beyond those specified in the National Agreement. This time limit extension only applies to grievances that would have been timely filed or appealed on or after the signature date of this agreement. The agreement expires on April 19, 2020, however the parties will revisit this issue immediately prior to that date to determine if an extension is appropriate.

M-01913 Memorandum of Understanding, March 23, 2020

Re: 7:01 Rule Agreement

NALC and the Postal Service have agreed to a Memorandum of understanding (MOU) instituting the use of Employee and Labor Relations Manual (ELM) Section 432.53, City Letter Carriers (7:01 Rule). A city letter carrier who actually works more than 7 hours but less than 8 hours of a regular scheduled day will, upon his/her request, be officially excused from the completion of the 8-hour tour and still credited with 8 hours of work time for pay purposes. Any hours not worked between the seventh and eighth hour of a regular scheduled day pursuant to ELM 432.53 are included in an employee's regular rate of pay pursuant to ELM 443.212.g. **With the signing of M-01976, this MOU was extended through May 6, 2022.**

M-01914 USPS Letter, March 23, 2020

Subject: Liberal Changes of Schedule and Leave During COVID Pandemic

Letter from Postal Service Vice President, Labor Relations Doug Tulino to the management in the field regarding recent agreements, leave policy and approval of requests for changes of schedule due to childcare needs related to the COVID-19 pandemic.

M-01915 Memorandum of Understanding, March 30, 2020

Re: Social Distancing During COVID Pandemic

NALC and the Postal Service have agreed to a Memorandum of understanding (MOU) implementing temporary workplace changes to promote social distancing amongst city letter carriers. The MOU commits the parties to limiting individuals to working in their employing facilities to the extent possible. The MOU also directs the local parties to immediately discuss potential scheduling and office setup changes such as staggered start times, scheduling letter carriers to begin tours in groups of 10 or less, the manner in which stand-up talks are given, break locations and times, etc. **With the signing of M-01976, this MOU was extended through May 6, 2022.**

M-01916 Memorandum of Understanding, March 30, 2020

Re: Temporary Carrier Assistants

NALC and the Postal Service have agreed to a Memorandum of understanding (MOU) which allows the Postal Service to employ Temporary Carrier Assistants (TCA's) during the period between March 30, 2020, and May 27, 2020, as operationally necessary to replace city letter carriers absent due to COVID-19. The MOU includes restrictions about when TCA's can be utilized in regard to current CCA's and ODL employees. The Postal Service will provide NALC with reports on the number of temporary carrier assistants hired. **With the signing of M-01976, this MOU was extended through May 6, 2022.**

M-01917 Memorandum of Understanding, April 15, 2020

Re: Grievance Time Limit Extension

Due to the impact of the COVID-19 pandemic, NALC and the Postal Service have agreed to an

additional 30-day temporary time limit extension on Step B and arbitration appeals beyond the period agreed upon in M-01912. The parties agree that time limits for appealing grievances to Step B of the grievance-arbitration procedure and appeals to arbitration will be extended for a period of 30 days beyond those specified in the National Agreement. This agreement is effective April 20, 2020. The parties will revisit this issue immediately prior to May 20, 2020, to determine if an extension is appropriate.

M-01918 Memorandum of Understanding, April 17, 2020

Re: OTDL Sign-up Process During COVID Pandemic

Due to the potential effects of the COVID-19 pandemic on staffing levels, NALC and the Postal Service have agreed the local parties may mutually elect to develop a sign-up process for full-time employees who did not, for whatever reason, sign the overtime lists during the two week period for doing so as outlined in Article 8.5.A of the National Agreement. Any process agreed upon under the terms of this agreement does not terminate any local procedures agreed upon pursuant to the terms of several previous and current Memorandum of Understanding *Re: Signing Overtime Lists*. Additionally, any process agreed upon under the terms of this agreement will automatically be terminated upon the expiration of this MOU.

M-01919 Memorandum of Understanding, April 20, 2020

Re: COVID Leave and Voluntary Transfers

Due to the COVID-19 pandemic, the parties agree that beginning on February 29, 2020, COVID-19 related absences will not be considered when reviewing the attendance record of employees requesting reassignment under the Transfers MOU.

M-01920 Memorandum of Understanding, May 19, 2020

Re: Grievance Time Limit Extension

Due to the impact of the COVID-19 pandemic, NALC and the Postal Service have agreed to a time limit extension for appealing grievances to Step B of the grievance-arbitration procedure, as well as to arbitration, beyond those time periods specified in the National Agreement. The additional time period will be effective May 20, 2020, and will continue until July 15, 2020. The parties at the local level are encouraged to discuss the potential need for any time limit extension for appeals to Informal Step A and Formal Step A, depending on their specific situation.

M-01921 Memorandum of Understanding, May 19, 2020

Re: OTDL Sign-up Process During COVID Pandemic

Due to the potential effects of the COVID-19 pandemic on staffing levels, NALC and the Postal Service have agreed the local parties may mutually elect to develop a sign-up process for full-time employees who did not, for whatever reason, sign the overtime lists during the two week period for doing so as outlined in Article 8.5.A of the National Agreement. This MOU will expire July 15, 2020.

M-01922 Memorandum of Understanding, May 19, 2020

Re: Extension of COVID MOUs

As a result of the continued effects of the COVID-pandemic, five previous Memorandums of Understanding ([M-01910](#), [M-01911](#), [M-01913](#), [M-01915](#), and [M-01916](#)) agreed upon by NALC and USPS have been extended through July 17, 2020.

M-01924 Memorandum of Understanding, July 8, 2020

Re: Extension of COVID MOUs

As a result of the continued effects of the COVID-pandemic, five previous Memorandums of Understanding ([M-01910](#), [M-01911](#), [M-01913](#), [M-01915](#), and [M-01916](#)) agreed upon by NALC and USPS have been extended through September 25, 2020.

M-01925 Memorandum of Understanding, July 13, 2020

Re: Grievance Time Limit Extension

Due to the impact of the COVID-19 pandemic, NALC and the Postal Service have agreed to a time limit extension for appealing grievances to Step B of the grievance-arbitration procedure, as well as to arbitration, beyond those time periods specified in the National Agreement. The additional time period will be effective July 15, 2020, and will continue until September 25, 2020. The parties at the local level are encouraged to discuss the potential need for any time limit extension for appeals to Informal Step A and Formal Step A, depending on their specific situation.

M-01926 Memorandum of Understanding, July 13, 2020

Re: OTDL Sign-up Process During COVID Pandemic

Due to the potential effects of the COVID-19 pandemic on staffing levels, NALC and the Postal Service have agreed the local parties may mutually elect to develop a sign-up process for full-time employees who did not, for whatever reason, sign the overtime lists during the two week period for doing so as outlined in Article 8.5.A of the National Agreement. This MOU will expire September 25, 2020.

M-01929 Memorandum of Understanding, September 15, 2020

Re: Extension of COVID MOUs

As a result of the continued effects of the COVID-pandemic, five previous Memorandums of Understanding (M-01910, M-01911, M-01913, M-01915, and M-01916) agreed upon by NALC and USPS have been extended through December 31, 2020.

M-01930 Memorandum of Understanding, September 17, 2020

Re: Grievance Time Limit Extension

Due to the impact of the COVID-19 pandemic, NALC and the Postal Service have agreed to a time

limit extension for appealing grievances to Step B of the grievance-arbitration procedure, as well as to arbitration, beyond those time periods specified in the National Agreement. The additional time period will be effective September 25, 2020 and will continue until December 31, 2020.

M-01931 Memorandum of Understanding, September 17, 2020

Re: OTDL Sign-up Process During COVID Pandemic

Due to the potential effects of the COVID-19 pandemic on staffing levels, NALC and the Postal Service have agreed the local parties may mutually elect to develop a sign-up process for full-time employees who did not, for whatever reason, sign the overtime lists during the two week period for doing so as outlined in Article 8.5.A of the National Agreement. This MOU will expire December 31, 2020.

M-01932 Memorandum of Understanding, December 14, 2020

Re: Extension of COVID MOUs

As a result of the continued effects of the COVID-pandemic, five previous Memorandums of Understanding ([M-01910](#), [M-01911](#), [M-01913](#), [M-01915](#), and [M-01916](#)) agreed upon by NALC and USPS have been extended through March 26, 2021.

M-01933 Memorandum of Understanding, December 22, 2020

Re: Grievance Time Limit Extension

Due to the impact of the COVID-19 pandemic, NALC and the Postal Service have agreed to a time limit extension for appealing grievances to Step B of the grievance-arbitration procedure, as well as to arbitration, beyond those time periods specified in the National Agreement. The additional time period will be effective December 31, 2020 and will continue until March 26, 2021.

M-01934 Memorandum of Understanding, December 22, 2020

Re: OTDL Sign-up Process During COVID Pandemic

Due to the potential effects of the COVID-19 pandemic on staffing levels, NALC and the Postal Service have agreed the local parties may mutually elect to develop a sign-up process for full-time employees who did not, for whatever reason, sign the overtime lists during the two week period for doing so as outlined in Article 8.5.A of the National Agreement. This MOU will expire March 26, 2021.

M-01935 Memorandum of Understanding, December 18, 2020

Re: Extension of the use of Holiday Carrier Assistants

Due to the continuing effects of the COVID-19 pandemic as well as the challenges posed by the 2020 peak season, NALC and the Postal Service have agreed that USPS may continue to employ holiday carrier assistants as operationally necessary through January 1, 2021. In certain locations affected by the January 2021, Georgia runoff election, USPS may continue to employ holiday carrier

assistants until January 22, 2021. This MOU will expire January 22, 2021.

M-01941 Memorandum of Understanding, March 19, 2021

Re: Suspension of CCA Temporary Additional Paid Leave

Memorandum of understanding (MOU) regarding the agreement of the national parties to suspend MOU *Re: Temporary Additional Paid Leave for CCAs*. Agreement to do so is based on the recognition that under the American Rescue Plan Act, CCAs may be granted up to 600 hours of paid Emergency Federal Employee Leave (EFEL) for COVID-19 related reasons. This MOU will expire on June 4, 2021. With the signing of M-01958, this MOU was extended through September 30, 2021.

M-01942 Memorandum of Understanding, March 19, 2021

Re: Extension of COVID MOUs

As a result of the continued effects of the COVID-pandemic, four previous Memorandums of Understanding (M-01910, M-01913, M-01915, and M-01916) agreed upon by NALC and USPS have been extended through June 4, 2021.

M-01943 Memorandum of Understanding, March 23, 2021

Re: Grievance Time Limit Extension

Due to the impact of the COVID-19 pandemic, NALC and the Postal Service have agreed that absent agreement otherwise at the Formal A level or regional/area level, time limits for appealing grievances to Step B of the grievance-arbitration procedure, and appeals to arbitration, will be extended for a period of 30 days beyond those specified in the National Agreement. This additional time period will be effective on March 26, 2021, the expiration date of the current time limit extension agreement and will continue until June 4, 2021.

M-01944 Memorandum of Understanding, March 19, 2021

Re: OTDL Sign-up Process During COVID Pandemic

Due to the potential effects of the COVID-19 pandemic on staffing levels, NALC and the Postal Service have agreed the local parties may mutually elect to develop a sign-up process for full-time employees who did not, for whatever reason, sign the overtime lists during the two week period for doing so as outlined in Article 8.5.A of the National Agreement. This MOU will expire June 4, 2021.

M-01948 Memorandum of Understanding, March 24, 2021

Re: COVID Testing Pilot

Agreement that the Postal Service will conduct employee screening and COVID-19 testing pilots at the Morgan Processing & Distribution Center (P&DC) in New York, and the Michigan Metroplex P&DC. The purpose of the pilot testing is to promote employee health and safety during the ongoing COVID-19 pandemic. The pilot will include both temperature screening and COVID-19 testing, and will run from April 26, 2021, through May 26, 2021, unless otherwise mutually agreed to by the

parties.

M-01951 Memorandum of Understanding, June 2, 2021

Re: Extension of COVID MOUs

As a result of the continued effects of the COVID-pandemic, five previous Memorandums of Understanding ([M-01910](#), [M-01913](#), [M-01915](#), [M-01916](#), and [M-01941](#)) agreed upon by NALC and USPS have been extended through August 6, 2021.

M-01952 Memorandum of Understanding, June 3, 2021

Re: OTDL Sign-up Process During COVID Pandemic

Due to the potential effects of the COVID-19 pandemic on staffing levels, NALC and the Postal Service have agreed the local parties may mutually elect to develop a sign-up process for full-time employees who did not, for whatever reason, sign the overtime lists during the two week period for doing so as outlined in Article 8.5.A of the National Agreement. This MOU will expire August 6, 2021.

M-01953 Memorandum of Understanding, June 3, 2021

Re: Grievance Time Limit Extension

Due to the impact of the COVID-19 pandemic, NALC and the Postal Service have agreed that, absent agreement otherwise at the Formal A level or regional/area level, time limits for appealing grievances to Step B of the grievance-arbitration procedure, and appeals to arbitration, will be extended for a period of 30 days beyond those specified in the National Agreement. This additional time period will be effective on June 4, 2021, the expiration date of the current time limit extension agreement and will continue until August 6, 2021.

M-01958 Memorandum of Understanding, August 2, 2021

Re: Extension of COVID MOUs

As a result of the continued effects of the COVID-pandemic, five previous Memorandums of Understanding ([M-01910](#), [M-01913](#), [M-01915](#), [M-01916](#), and [M-01941](#)) agreed upon by NALC and USPS have been extended through September 30, 2021.

M-01959 Memorandum of Understanding, August 3, 2021

Re: OTDL Sign-up Process During COVID Pandemic

Due to the potential effects of the COVID-19 pandemic on staffing levels, NALC and the Postal Service have agreed the local parties may mutually elect to develop a sign-up process for full-time employees who did not, for whatever reason, sign the overtime lists during the two week period for doing so as outlined in Article 8.5.A of the National Agreement. This MOU will expire September 30, 2021.

M-01960 Memorandum of Understanding, August 3, 2021

Re: Grievance Time Limit Extension

Due to the impact of the COVID-19 pandemic, NALC and the Postal Service have agreed that, absent agreement otherwise at the Formal A level or regional/area level, time limits for appealing grievances to Step B of the grievance-arbitration procedure, and appeals to arbitration, will be extended for a period of 30 days beyond those specified in the National Agreement. This additional time period will be effective on August 6, 2021, the expiration date of the current time limit extension agreement and will continue until September 30, 2021.

M-01963 Memorandum of Understanding, September 30, 2021

Re: OTDL Sign-up Process During COVID Pandemic

Due to the potential effects of the COVID-19 pandemic on staffing levels, NALC and the Postal Service have agreed the local parties may mutually elect to develop a sign-up process for full-time employees who did not, for whatever reason, sign the overtime lists during the two week period for doing so as outlined in Article 8.5.A of the National Agreement. This MOU will expire December 31, 2021.

M-01964 Memorandum of Understanding, September 30, 2021

Re: Grievance Time Limit Extension

Due to the impact of the COVID-19 pandemic, NALC and the Postal Service have agreed that, absent agreement otherwise at the Formal A level or regional/area level, time limits for appealing grievances to Step B of the grievance-arbitration procedure, and appeals to arbitration, will be extended for a period of 30 days beyond those specified in the National Agreement. This additional time period will be effective on September 30, 2021, the expiration date of the current time limit extension agreement and will continue until December 31, 2021.

M-01965 Memorandum of Understanding, September 30, 2021

Re: Reinstatement of MOU Re: Temporary Additional Paid Leave for CCAs

NALC and the Postal Service have agreed to a Memorandum of understanding (MOU) reinstating [M-01911](#) Re: Temporary Additional Paid Leave for CCAs and it will be administered as if it had been in effect without interruption since the original effective date of March 18, 2020. **With the signing of [M-01976](#), this MOU was extended through May 6, 2022.**

M-01966 Memorandum of Understanding, September 30, 2021

Re: Extension of COVID MOUs

As a result of the continued effects of the COVID-pandemic, five previous Memorandums of Understanding (([M-01910](#), [M-01911](#), [M-01913](#), [M-01915](#), and [M-01916](#)) agreed upon by NALC and USPS have been extended through December 31, 2021.

M-01969 Memorandum of Understanding, December 21, 2021

Re: Extension of COVID MOUs

As a result of the continued effects of the COVID-pandemic, five previous Memorandums of Understanding ([M-01910](#), [M-01913](#), [M-01915](#), [M-01916](#) and [M-01965](#)) agreed upon by NALC and USPS have been extended through February 11, 2022.

[M-01970](#) Memorandum of Understanding, December 20, 2021

Re: Grievance Time Limit Extension

Due to the impact of the COVID-19 pandemic, NALC and the Postal Service have agreed that absent agreement otherwise at the Formal A level or regional/area level, time limits for appealing grievances to Step B of the grievance-arbitration procedure and appeals to arbitration will be extended for a period of 30 days beyond those specified in the National Agreement. This additional time period will be effective on January 1, 2022, upon the expiration date of the current time limit extension agreement and will continue until February 11, 2022.

[M-01971](#) Memorandum of Understanding, December 20, 2021

Re: OTDL Sign-up Process During COVID Pandemic

Due to the potential effects of the COVID-19 pandemic on staffing levels, NALC and the Postal Service have agreed the local parties may mutually elect to develop a sign-up process for full-time employees who did not, for whatever reason, sign the overtime lists during the two-week period for doing so as outlined in Article 8.5.A of the National Agreement. This MOU will expire February 11, 2022.

[M-01972](#) Memorandum of Understanding, February 3, 2022

Re: Extension of COVID MOUs

As a result of the continued effects of the COVID-pandemic, five previous Memorandums of Understanding (M-01910, M-01913, M-01915, M-01916 and M-01965) agreed upon by NALC and USPS have been extended through April 8, 2022.

[M-01973](#) Memorandum of Understanding, February 3, 2022

Re: Grievance Time Limit Extension

Due to the impact of the COVID-19 pandemic, NALC and the Postal Service have agreed that absent agreement otherwise at the Formal A level or regional/area level, time limits for appealing grievances to Step B of the grievance-arbitration procedure and appeals to arbitration will be extended for a period of 30 days beyond those specified in the National Agreement. This additional time period will be effective on January 1, 2022, upon the expiration date of the current time limit extension agreement and will continue until April 8, 2022.

[M-01974](#) Memorandum of Understanding, February 3, 2022

Re: OTDL Sign-up Process During COVID Pandemic

Due to the potential effects of the COVID-19 pandemic on staffing levels, NALC and the Postal Service have agreed the local parties may mutually elect to develop a sign-up process for full-time employees who did not, for whatever reason, sign the overtime lists during the two-week period for doing so as outlined in Article 8.5.A of the National Agreement. This MOU will expire April 8, 2022.

M-01976 Memorandum of Understanding, March 24, 2022

Re: Extension of COVID MOUs

As a result of the continued effects of the COVID-pandemic, five previous Memorandums of Understanding ([M-01910](#), [M-01913](#), [M-01915](#), [M-01916](#) and [M-01965](#)) agreed upon by NALC and USPS have been extended through May 6, 2022.

M-01977 Memorandum of Understanding, March 24, 2022

Re: Grievance Time Limit Extension

Due to the impact of the COVID-19 pandemic, NALC and the Postal Service have agreed that absent agreement otherwise at the Formal A level or regional/area level, time limits for appealing grievances to Step B of the grievance-arbitration procedure and appeals to arbitration will be extended for a period of 30 days beyond those specified in the National Agreement. This additional time period will be effective on April 9, 2022, upon the expiration date of the current time limit extension agreement and will continue until May 6, 2022.

M-01978 Memorandum of Understanding, March 24, 2022

Re: OTDL Sign-up Process During COVID Pandemic

Due to the potential effects of the COVID-19 pandemic on staffing levels, NALC and the Postal Service have agreed the local parties may mutually elect to develop a sign-up process for full-time employees who did not, for whatever reason, sign the overtime lists during the two-week period for doing so as outlined in Article 8.5.A of the National Agreement. This MOU will expire May 6, 2022.

M-01981 Memorandum of Understanding, May 6, 2022

Re: Grievance Time Limit Extension

Memorandum of understanding regarding the expiration of Temporary Time Limit Extension on Step B Arbitration Appeals (M-01977), which extended the time limits for appealing grievances to Step B of the grievance-arbitration procedure, and appeals to arbitration, for a period of 30 days beyond those specified in the National Agreement expires May 6, 2022. Absent agreement otherwise at the Formal A or regional/area levels, May 7, 2022, will serve as day 1 of the existing contractual time limits for such appeals to Step B and arbitration that remain timely on the May 6, 2022.

Annual Leave Carryover

M-01928 Memorandum of Understanding, September 3, 2020

Re: Annual Leave Carryover

Memorandum of understanding (MOU) regarding the agreement of the national parties to allow regular work force career employees covered by the USPS-NALC National Agreement to carry over 520 hours of accumulated annual leave from leave year 2020 to leave year 2021. Provisions in the Employee and Labor Relations Manual (ELM) regarding payment of accumulated leave are not changed as a result of this MOU, which expires December 31, 2021.

M-01940 Memorandum of Understanding, March 19, 2021

Re: Annual Leave Carryover

Memorandum of understanding (MOU) regarding the agreement of the national parties to allow regular work force career employees covered by the USPS-NALC National Agreement to carry over 520 hours of accumulated annual leave from leave year 2021 to leave year 2022. Provisions in the Employee and Labor Relations Manual (ELM) regarding payment of accumulated leave are not changed as a result of this MOU, which expires December 31, 2022.

M-01979 Memorandum of Understanding, March 24, 2022

Re: Annual Leave Carryover

Memorandum of understanding regarding the agreement of the national parties to allow regular work force career employees covered by the USPS-NALC National Agreement to carry over 520 hours of accumulated annual leave from leave year 2022 to leave year 2023. Provisions in the Employee and Labor Relations Manual (ELM) regarding payment of accumulated leave are not changed as a result of this MOU, which expires December 31, 2023.

M-01993 Memorandum of Understanding, April 24, 2023

Re: Annual Leave Carryover

Memorandum of understanding regarding the agreement of the national parties to allow regular work force career employees covered by the USPS-NALC National Agreement to carry over 520 hours of accumulated annual leave from leave year 2023 to leave year 2024. Provisions in the Employee and Labor Relations Manual (ELM) regarding payment of accumulated leave are not changed as a result of this MOU, which expires December 31, 2024.

M-02002 Memorandum of Understanding, June 21, 2024

Re: Annual Leave Carryover

Memorandum of understanding (MOU) regarding the agreement of the national parties to allow regular work force career employees covered by the USPS-NALC National Agreement to carry over 520 hours of accumulated annual leave from leave year 2024 to leave year 2025. Provisions in the Employee and Labor Relations Manual (ELM) regarding payment of accumulated leave are not changed because of this MOU, which expires with the conclusion of the 2025 Leave Year.

CROSS CRAFT ASSIGNMENTS

General Rules

Cross craft assignments are governed by the provisions of Article 7, Section 2.

M-00847 Pre-arbitration Settlement, July 6, 1988, H1N-3A-C 32186/H4N-5K-C 14026

During our discussion, we mutually agreed to the continued application, of the principles contained in the June 22, 1976, Memorandum to the Regional Postmasters General on the subject of Utilization of Casual Employees by James V.P. Conway, the then Senior Assistant Postmaster General, with the understanding that the crossing of craft lines by part-time flexibles or full-time employees must meet the qualifying conditions outlined in Article 7.2 of the National Agreement.

C-19547 APWU National Arbitrator Dobranski, G94C-4G-C 96077397, June 1, 1999

The union notification provisions of Article 7, Section 2.A of the National Agreement do not apply to permanent Rehabilitation Program full-time assignments made under ELM Section 546.

Article 7.2 Sections B&C both require that cross-craft assignments under their provisions must be at "the same wage level."

On September 19, 1999 a national interest arbitration award upgraded letter carriers to Grade 6. To avoid confusion with the different pay scales in other crafts, the pay grade terminology was changed. PS 5 letter carriers became CC 1 and PS 6 letter carriers became CC 2. Consequently, PS-5 clerks **are never** eligible for cross craft assignments under these provisions. Remember this change when reading arbitration awards or settlements dated prior to September 19,1999 including those included below.

C-00089 National Arbitrator Mittenthal, August 23, 1982, H8C-2F-C 7406

Management improperly assigned a Level 4 mailhandler to perform Level 5 clerk work because Article 7 permits cross-craft assignments only "to the same wage level".

He wrote that "The latter were injured by the violation and there is no way for them to get that work back. Accordingly, the appropriate remedy is to pay five hours at straight time rate to one or more Clerks to be designated by the parties."

M-00886 USPS Letter to NALC, November 28, 1988

The essence of management's position is that while we agree with, and accept, the fundamental intent of the Conway memorandum as embodied in paragraph 3, the crossing of craft lines must, of necessity, be accomplished in accordance with the provisions of Article 7.2 of our National Agreement.

Exceptions

The cross craft provisions of Article 7, Section 2 do not apply to Rural carriers or Transitional Employees.

M-01199 Step 4 Settlement, August 10, 1994, H90N-4H-C-94004376

The sole interpretive issue in this case is whether a Transitional Employee hired as a clerk may be assigned to work in the carrier craft.

We agreed that an APWU TE may not be used to perform work in the carrier craft. Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary, with regard to the remaining factual issues.

M-01540 Pre-arbitration Settlement, July 21, 2005, Q94N-4Q-C 98043369

The issue in this case is whether or not the Postal Service's November 20, 1997 Memorandum of Understanding, (MOU) with the APWU, Re: Special Delivery Messenger/Clerk Craft Merger violates the NALC National Agreement.

The parties have agreed to settle this case in the following manner:

In the MOU, the parties state: "The underlying principle of the agreement between the United States Postal service and the American Postal Workers Union, AFL-CIO effecting a merger between the clerk craft and the Special Delivery Messenger Craft Is the creation of more flexibility within the full-time workforce. The Postal service represents that the MOU is not intended to create new positions in the clerk craft to which delivery and collection duties would be assigned that would have otherwise been assigned to the city letter carrier craft. The Postal service also represents that it is not the intent of the MOU to reassign delivery and collection duties performed by city letter carrier craft employees to these new positions in the clerk craft.

Rural Letter Carriers

M-00876 Step 4 Settlement, December 5, 1988, H4N-4H-C 27353

We agree that the Memorandum of Understanding which states:

It is understood by the parties that in applying the provisions of Articles 7, 12, and 13 of the 1984 National Agreement, cross craft assignments of employees, on both a temporary and permanent basis, shall continue as they were made among the six crafts under the 1978 National Agreement.

Supporting Cases

C-04560 APWU National Arbitrator Bloch, April 7, 1982, H8C-5C-C 8027

The Postal Service improperly denied overtime to a member of the Special Delivery Craft when it used a city letter carrier to deliver special delivery mail when there was overtime work available in the letter carrier group; management's right to cross craft lines under Article VII, Sections 2.B. and C is substantially limited to situations that are both unusual and reasonably unforeseeable.

C-00089 National Arbitrator Mittenthal, August 23, 1982, H8C-2F-C 7406

Management improperly assigned a Level 4 mailhandler to perform Level 5 clerk work because

Article 7 permits cross-craft assignments only "to the same wage level".

He wrote that "The latter were injured by the violation and there is no way for them to get that work back. Accordingly, the appropriate remedy is to pay five hours at straight time rate to one or more Clerks to be designated by the parties "

C-19547 APWU National Arbitrator Dobranski, G94C-4G-C 96077397, June 1, 1999

The union notification provisions of Article 7, Section 2.A of the National Agreement do not apply to permanent Rehabilitation Program full-time assignments made under ELM Section 546.

M-01199 Step 4 Settlement, August 10, 1994, H90N-4H-C-94004376

The sole interpretive issue in this case is whether a Transitional Employee hired as a clerk may be assigned to work in the carrier craft.

We agreed that an APWU TE may not be used to perform work in the carrier craft. Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, including arbitration if necessary, with regard to the remaining

M-01074 Step 4 Settlement, July 8, 1992, H7N-5R-C 29088

The issue in this grievance is whether management violated Article 7, Section 2 of the National Agreement by assigning level 4 Automated Markup Clerks to perform carrier casing duties.

During our discussion, we mutually agreed that the practice of using level 4 Automated Markup Clerks to perform carrier casing duties under these circumstances should cease. The U.S. Postal Service position with respect to assigning lower level work to employees in higher level positions in accordance with Article 7.2.B and C is not prejudiced in any way by the settlement of this Step 4 Settlement, grievance.

M-00175 Step 4 Settlement, September 4, 1981, H8N-4H-C 25737

Provided the special delivery messenger performed city delivery duties within Article VIII guarantees, no contractual violation has occurred. If the employee was utilized in the carrier craft merely to obtain work hours, outside Article VIII guarantees, pay as requested by the Union is appropriate.

M-00299 Step 4 Settlement, April 18, 1983, H1N-3W-C 14251

Management may assign employees to perform work in another craft while they are on overtime. It is further understood that these assignments are predicated on the individual fact circumstances but must be in accordance with Article 7, Section 2, of the National Agreement.

M-01006 Step 4 Settlement, April 18, 1983, H1N-3W-C 14251

The question raised in this grievance involved whether the assignment of an employee to perform work in another craft while on overtime must be on a voluntary basis.

The parties agree that overtime assignments are not determined by the employee. Management may

assign employees to perform work in another craft while they are on overtime. It is further understood that these assignments are predicated on the individual fact circumstances but must be in accordance with Article 7, Section 2, of the National Agreement.

M-00861 Step 4 Settlement, September 24, 1988, H4N-4L-C 34456

We mutually agreed to the continued application of the principles contained in the June 22, 1976 Memorandum to the Regional Postmasters General on the subject of "Utilization of Casual Employees" by James V. P. Conway, the then Senior Assistant Postmaster General, with the understanding that the crossing of craft lines by part-time flexibles or full-time employees must meet the qualifying conditions outlined in Article 7.2 of the National Agreement.

M-01036 Step 4 Settlement, March 12, 1992, H7N-1N-C 26274

Noncitable settlement awarding 50% of base salary to a city carrier improperly allowed by management to volunteer to work in the rural carrier craft on his designated holiday.

Supporting Cases – Rural Carriers

M-01193 Step 4 Settlement, July 20 1994, H9ON-4H-C 93019498

The issue in this grievance is whether Management violated the National Agreement by assigning Rural Carrier Associates (RCAs) to transport mail.

During our discussion, we agreed that no national interpretive issue was fairly presented in this case. We mutually agreed that, as previously stated in Case H4N-5H-C 12359, "the Postal Service may not normally or ordinarily use an RCA employee to perform city letter carrier work.

It is also agreed, however, that in the limited, unusual and unforeseeable circumstances provided for in Article 3, Section F of the National Agreement, the Postal Service may use... RCA employees to perform letter carrier work."

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing or to be rescheduled for arbitration, as appropriate, for a determination as to whether the work in question is "letter carrier work."

M-01276 Step 4 Settlement, January 6, 1997, E94N-4E-C 96054401

The issue in this grievance is whether management violated the National Agreement when it assigned a part-time flexible letter carrier to perform rural letter carrier craft duties.

After reviewing this matter, we mutually agreed that:

- 1) City letter carriers may be assigned to perform duties in the rural carrier craft in emergency situations, as specified in Article 3.F. of the National Agreement; and
- 2) The cross-craft provisions of Article 7.2 do not apply to the rural letter carrier craft.

M-01203 Pre-arbitration Settlement, January 31, 1995, H7N-1N-C 26508

The issue in this case is whether management violated the National Agreement when it assigned a PTF letter carrier to perform duties in the rural carrier craft.

After reviewing this matter, we mutually agreed that city letter carriers may be assigned to perform duties in the rural carrier craft in emergency situations, as specified in Article 3.F of the National Agreement. See also [M-01197](#).

[M-01421](#) Step 4 Settlement, May 17, 1999, D94N-4D-C 99001217

It is agreed that the Postal Service may not use an RCR or RCA to perform city letter carrier work, except in the limited, unusual, and unforeseeable circumstances provided for in Article 3, Section F of the National Agreement. However, whether or not the work performed by the RCR or RCA is city letter carrier work is not an interpretive issue.

[M-00836](#) Pre-arbitration Settlement July 5, 1988, H4N-5H-C 12359

It is agreed that the Postal Service may not ordinarily use an RCR or Rural Carrier Associate (RCA) employees to perform city letter carrier work. It is also agreed, however, that in the limited, unusual, and unforeseeable circumstances provided for in Article 3, Section F of the National Agreement, the Postal Service may use an RCR or RCA employees to perform letter carrier work.

This settlement does not necessarily apply to RCR or RCA employees also holding a valid dual appointment to a casual position (Reference ELM 323.6) [M-01393](#) has no further information.

[M-01197](#) Step 4 Settlement, July 20, 1994, D90N-4D-C 94002369

The issue in this grievance is whether Management violated the National Agreement by assigning a city letter carrier to perform duties in the rural carrier craft.

After reviewing this matter, we mutually agreed that city letter carriers may be assigned to perform duties in the rural carrier craft in emergency situations as specified in Article 3.F of the National Agreement. See also [M-01203](#).

[M-01393](#) Step 4 Settlement, October 25, 1999, E94N-4E-C 98119415

The issue in this grievance is whether management violated the National Agreement when a rural carrier relief employee who is a dual appointment as a carrier casual was used on a rural route instead of a city route. See also [M-00836](#).

DELIVERY POINT SEQUENCING (DPS)

[M-01663](#) Pre-arbitration Settlement, July 30, 2007, Q98N-4Q-C 01045570

Case Q98N-4Q-C 01045570 arose as a result of the application of the March 21, 2000 Memorandum of Understanding (MOU) Re: City Letter Carrier DPS Work Methods. The issue in this grievance is whether city letter carriers in a DPS environment using the vertical flat case (VFC) work method on park and loop or foot deliveries may be required to carry pre-sequenced addressed mail as a third bundle, when DPS letters and cased mail (flats and non-DPS letters) constitute the first and second

bundles.

The parties agree that:

1. The March 21, 2000 MOU did not provide the Postal Service with the right to require letter carriers on park and loop or foot deliveries to carry pre-sequenced addressed mail as a third bundle.
2. The parties' prior agreements for carrying third bundles were not modified in any way by the March 21, 2000 MOU. These prior agreements include the following two circumstances:
 - a. pursuant to the 1980 'simplified address mail' agreement, which allows the placement of such unaddressed mail on the bottom of the appropriate mail bundle; and
 - b. in accordance with the 1992 Memorandum providing for the DPS composite work method, which includes residual letters, DPS letters, and flats.

Case #Q98N-4Q-C 00189552 arose as a result of handbook modifications indicating that city letter carriers on park and loop or foot deliveries may be required to carry up to three bundles of mail.

Notwithstanding the above agreement, the parties recognize that the Postal Service and its employees have an obligation to the American public to provide cost effective quality mail service. We also recognize that the changing nature of the mail (e.g., decreasing First-Class Mail volume, increasing parcels, and increasing automation) necessitate changes in our work methods. Therefore, the parties further agree that:

1. In accordance with the recognitions cited in the above paragraph, effective with the signing of this agreement the parties agree that city letter carriers on park and loop or foot deliveries who currently carry three bundles will continue to carry as a third bundle, within weight restrictions, Enhanced Carrier Route (ECR) and Periodicals walk sequenced letter or flat mailings (WSS) that have either 90% or more coverage of the total active residential addresses, or 75% or more coverage of the total number of active deliveries on a route.
2. The parties will establish a joint work group to examine the various methods of mail delivery on park and loop and foot deliveries. The objective of the work group will be to develop safe and efficient delivery methods for handling three bundles of addressed and/or unaddressed mail on routes with these types of deliveries. The work group will develop appropriate methods in the current DPS letter environment and it will complete its mission within sixty days of this agreement. After that sixty day period all city carriers on park and loop and walking deliveries will be required to carry three bundles using methods from the work group, unless management determines that fewer than three bundles will be used. If the work group does not reach agreement within sixty days, all city carriers on park and loop and walking deliveries will, unless otherwise determined by management, be required to carry three bundles, but the individual city carrier will determine whether he/she carries the third bundle on the arm or in the satchel. Regardless of the work method, the third bundle must meet the requirements of paragraph 1, above.
3. The parties agree that under no circumstances will city letter carriers on park and loop or foot

deliveries be required to carry more than three bundles.

The terms of this settlement became effective September 11, 2007 with ratification of the 2006-2011 National Agreement. See also [M-01861](#).

[M-01662](#) Pre-arbitration Settlement, July 30, 2007, Q01-N-4Q-C 06187579

The issue in this case is whether S-999 mail (hold mail, caller mail, change of address mail, non-delivery day mail) processed on Delivery Point Sequence (DPS) automation equipment must receive piece credit on section 1 of PS Form 1838-C or actual time recorded on line 21 of 1838-C during route count and inspection.

The parties discussed how to record S-999 mail, multi point mail, 9 digit mail that is not finalized in DPS order, and mail that is brought back from the street in the afternoon during a count and inspection. The parties agree that if this mail is cased in the carrier case it will be recorded on PS Form 1838-C sections 1 or 2, as applicable. Any of this mail that is not cased in the carrier case will be handled and recorded on line 21.

The terms of this settlement became effective September 11, 2007 with ratification of the 2006-2011 National Agreement.

[M-01306](#) Building Our Future By Working Together November 19, 1992

Joint NALC USPS Training Guide on the six September 1992 Memorandums of understanding.

[M-01307](#) Revised Chapter 6 to Building Our Future By Working Together

Supplement to Building Our Future By Working Together, a Joint NALC USPS Training Guide on the six September 1992 Memorandums of understanding.

[M-01151](#) January 22, 1993, Questions 1-34

[M-01152](#) February 17, 1993, Questions 35-54

[M-01153](#) March 31, 1993, Questions 55-80

Questions and Answers published as a supplement to Building our Future by Working Together, the USPS-NALC Joint Training Guide on the September, 1992 Memorandums of Understanding, published November 19, 1992. They provide joint answers to questions concerning the interpretation and application of those Memorandums and the subsequent December 21, 1992 Memorandum. See page 346 for complete text.

[M-01109](#) Memorandum September 17, 1992

MEMORANDUM FOR POSTMASTERS, CITY DELIVERY OFFICES, LOCAL PRESIDENTS, NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

Subject: Joint Agreements

The NALC and USPS recognize that our continued existence as a viable organization is heavily

dependent upon our ability to meet our customers' needs while empowering employees to levels not previously envisioned.

As many of you are aware, we have strived at the National level to obtain an agreement on the implementation of automation for letter mail on carrier routes. We agreed then, and we agree now, on three basic principles:

Provide the best service to postal customers (Mailers and recipients).

Minimize impact on letter carrier craft employees. Create an opportunity for increased efficiency.

Our mutual hope is that the following agreements will provide a basis for trust and cooperativeness, and that they will form a basis on which to satisfy our customers' needs. While each agreement may not accomplish all that each party may desire, collectively they will form the basis for a positive working relationship of mutual trust and respect, and the foundation for continued empowerment of all employees.

Case Configuration/Letter Size Mail

This agreement provides for a standard definition of letter sized mail and provides guidelines for conducting route inspections when letter mail is cased into four-and-five-shelf case configurations that have been established as a result of a joint agreement.

M-01114 Memorandum of Understanding, September 17, 1992

Resolution of Issues Left Open by Mittenthal Award of July 10, 1992

M-01220 Step 4 Settlement, July 26, 1995, H90N-4H-C 95036579

DPS issues may be discussed in the UMPs process, unless the UMPs agreement provides otherwise, or unless the case involves an issue which is pending at the national level.

M-01225 Step 4 Settlement, May 9, 1995, H90N-4H-C 94050275

The issue in this grievance is whether Management violated the National Agreement in implementing DPS.

After reviewing this matter, it was mutually agreed that no national interpretive issue is fairly presented in this case. DPS Implementation: A Training Guide for Delivery Management in Part 4.6 contains specific information concerning what to do if quality deteriorates after attaining the quality threshold. See also [M-01247](#).

M-01247 Step 4 Settlement, February 7, 1996, G90N-4G-C 95012986

After reviewing this matter, it was mutually agreed that no national interpretive issue is fairly presented in this case. DPS Implementation: A Training Guide for Delivery Management in Part 4.6 contains specific information concerning what to do if quality deteriorates after attaining the quality threshold. See also [M-01225](#).

Sort Errors

M-01356 Step 4 Settlement, October 22, 1998, E94N-4E-C 97078744

Local Managers are responsible for establishing and advising carriers of local policy for handling, identifying, and reporting DPS sort errors found by city carriers during street delivery. Local quality guidelines for error identification and resolution procedures should cover all anticipated circumstances and contain clear instructions for carriers to follow regarding both the delivery and disposition of mail returned to the office.

Work Methods

M-01408 Memorandum of Understanding March 21, 2000

Re: City Letter Carrier DPS Work Methods

This Memorandum of Understanding (MOU) represents the parties' final agreement regarding the October 8, 1998, Joint Work Methods Study to determine the more efficient work method for city delivery routes in delivery units where Delivery Point Sequence (DPS) has been, or will be, implemented. This MOU is based on the results of a joint study conducted by the parties pursuant to Chapter 5 of Building Our Future by Working Together to determine the relative efficiency of the composite bundle and vertical flat casing work methods in a DPS environment. Further, any interim or local agreements for handling the fourth bundle on park and loop and foot routes will continue until conversion to the DPS vertical flat casing work method. In accordance with paragraph 3 of the October 8, 1998, Joint Work Methods Study Agreement the following are the parties' joint instructions to the field:

1. There continue to be approved DPS work methods: the composite bundle work method and the vertical flat casing work method. Any other work methods must be approved by Postal Service Headquarters prior to testing or implementation.
2. The parties have analyzed the results of the joint study and have determined that the vertical flat casing work method is the more efficient work method at all sampled percentage levels of DPS. Management may convert those routes that have vertical flat cases and are currently using the composite bundle work method to the vertical flat casing DPS work method.
3. On curblin routes and business routes where DPS is planned, but not implemented, management will determine the most efficient DPS work method. All other routes not yet converted to DPS which have vertical flat cases will use the vertical flat casing DPS work method.
4. On those routes where DPS is not currently planned but where DPS is implemented in the future, management will determine the DPS work method.
5. City letter carriers on a park and loop or foot route will not be required to carry more than three bundles.

M-01407 Memorandum of Understanding (Relevant part) March 21, 2000

It is hereby agreed by the United States Postal Service and the National Association of Letter Carriers, AFL-CIO, that the following represents the parties' agreement with regard to implementation of the upgrade issue emanating from the September 19, 1999 Fleischli Award, our agreement regarding case configuration when using the vertical flat casing work method, and additional provisions relative to the 1998 National Agreement.

When management elects to reassess the case configuration of a route currently using the DPS vertical flat casing work method or changes the DPS work method on a route from the composite bundle work method to the vertical flat casing work method, management will determine for each route, whether 4, 5, or 6 shelves will be used.

M-01110 Memorandum September 17, 1992

The U. S. Postal Service and the National Association of Letter Carriers, AFL-CIO, recognize the importance of the work methods that will be used in a delivery point sequence environment. The parties also realize the substantial contribution that letter carriers can make in the development of these work methods. Towards facilitating that involvement, the following principles have been agreed to by the parties at the national level:

1. The following are the approved work methods:
 - Case residual letters in the same separations with vertically cased flat mail, pull down and carry as one bundle.
 - Case residual letters mail separately into delivery sequence order, pull down and carry as a composite (third) bundle.
2. As implementation of the delivery point bar coding impacts a delivery unit, local parties will select the most efficient work method possible from the delivery point sequence work methods authorized in number 1 above. If the local parties cannot agree on the most efficient work method, the issue will be presented to the parties at the Headquarters level to determine the most efficient work method.
3. Local parties will also be encouraged to develop efficient new work methods and to share their ideas with the parties at the national level for joint review and evaluation. The purpose of this joint review and evaluation will be to determine the efficiency of the local method. After the review and evaluation of the new work method and if the method proves to be efficient, it will be added to Item 1 above.
4. The parties agree that the work method in place at the delivery unit will be utilized in the day-to-day management of letter carrier routes and in the procedures for inspection, evaluation, and adjustment of routes.
5. The parties at the national level will continually review alternative methods in an effort to improve efficiency. Both parties agree that the process of continual joint review of new and more

efficient work methods will result in the continued upgrading at the local delivery unit of the most efficient work method.

M-01333 Pre-arbitration Settlement July 6, 1998, Q90N-4Q-C 95064925

The issue in this case is whether the instructions contained in the "DPS Decision Trees and Flow Chart-National Delivery Conference June 27-29, 1995," are inconsistent and in conflict with the six (6) Memorandums of Understanding between the NALC and the USPS on DPS implementation contained in, "Building Our Future by Working Together."

As a result of those discussions, it was mutually agreed that the disputed issues in this case have been addressed by the following National Arbitration Awards and Step 4 Settlement, Settlements:

- Step 4 Settlement, (June 12, 1996) J94N-4J-C-96-28815 ([M-01258](#))
- National Award (June 9, 1997) Carlton Snow, Q90N-4Q-C 93034541 (C-16863)
- Fourth Bundle Agreement (August 12, 1997) ([M-01303](#))
- Interim Approach Under Fourth Bundle Agreement (September 12, 1997) ([M-01304](#))
- NALC-USPS Procedure for Determining Interim Approach (September 26, 1997) ([M-01305](#))
- Pre-arbitration Settlement (December 3, 1997) Q94N-4Q-C96091697 ([M-01268](#))
- Pre-arbitration Settlement (June 24, 1997 H90N-4H-C 94061042 ([M-01291](#))
- Pre-arbitration Settlement (May 12, 1998) H90N-4H-C 94057924 ([M-01310](#))

Without prejudice to management's position that the purpose of the subject document was to serve as a management tool to assist delivery unit and plant managers in making some key decisions concerning DPS implementation It was mutually agreed that the foregoing citations represent a full and final settlement of the issues disputed in this case.

M-01277 Step 4 Settlement, January 6, 1997, D94N-4D-C 96077047

The issue in this case is whether application of the DPS work method selection for a regular route also applies to an auxiliary route.

As a result of our discussion, it was agreed that the Joint Training Guide for Delivery Management and Building Our Future by Working Together both stipulate that, while the selection of the work method is based on efficiency, it is to be a joint determination by management and the union, with carrier input.

There is no dispute between the parties that this work method selection is determined whether the route is a regular or auxiliary route; understanding, however, that an auxiliary route has no regular carrier for input. In that case, the selection method is a joint determination between management and the union. In addition, use of the one-bundle system on other than the standard six-shelf letter case requires joint agreement between the local parties.

M-01240 Step 4 Settlement, July 25, 1995, J90N-4J-C 95012688

The issue in this grievance is whether Management violated the National Agreement by allowing a carrier to utilize a homemade cardboard tray device to the fixed tray in a Long Life Vehicle, to assist in the delivery of DPS mail.

During our discussion the parties agreed that the USPS/NALC Joint Training Guide on Building Our Future by Working Together, dated September 1992, does not authorize changes in work methods in the delivery of DPS mail without local agreement. Whether this is such a change, and whether its use is prohibited, is suitable for regional/local determination.

M-01258 Step 4 Settlement, June 12, 1996, J94N-4J-C-96028815

The issue in this grievance is whether management violated the National Agreement by requiring the carrier to utilize the composite bundle DPS work method in lieu of the carrier's preference to utilize the vertical flat case DPS work method.

We agreed to remand this case back to the local parties to resolve jointly. If the local parties are unable to agree on the most efficient work method, the issue should then be referred to the national committee at the Headquarters level, as specified in Building our Future by Working Together, for a joint resolution.

M-01256 Step 4 Settlement, October 2, 1996, H90N-4H-C-95033604

The issue in this grievance is whether Management violated the National Agreement by requiring city carriers to use the one-bundle system while using a 5 shelf case configuration.

During our discussion, it was agreed that the explanation Building our Future by Working Together of the September 1992 MOU on Case Configuration states that the two-bundle and modified two bundle casing systems may be used with four or five shelf letter cases. However, use of the one bundle system on other than the standard six-shelf letter case requires a joint agreement between the local parties.

M-01300 Step 4 Settlement, January 13, 1998, C94N-4C-C 97055832

The issue in this grievance is whether management is in violation of the National Agreement by requiring carriers to use a one bundle system in an office that has not implemented Vertical Flat Casing (VFC).

The September 1992 MOU on Work Methods provides for the following approved work methods: "Case residual letters in the same separations with vertically cased flat mail, pull down and carry as one bundle." The alternate choice would be to "case residual letter mail separately into delivery order, pull down and carry as a composite (third) bundle."

In this case the only choice available is for carriers to "case residual letter mail separately into delivery sequence order, pull down and carry as a composite bundle since there is no VFC in this site.

M-01317 Pre-arbitration Settlement July 6, 1998, H90N-4H-C-94068034

The parties have agreed that management may not unilaterally change a previously agreed upon work method. The parties have previously agreed that the "Joint Training Guide for Delivery Management" and "Building Our Future by Working Together" both stipulate that though the selection of the work method is based on efficiency, it is to be a joint determination by management and the union, with carrier input. A change in the work method or development of a more efficient work method is likewise to be a joint endeavor.

M-01923 Step 4 Settlement, June 3, 2020, Q16N-4Q-C 19225372

NALC and the Postal Service have settled national-level case Q16N-4Q-C 19225372 concerning the Postal Service's unilateral testing of Consolidated Casing. As a result, half of the 62 test sites will be returned to their original route structure by July 31, 2020. The remaining 31 test sites will continue through November 27, 2020. The task force established by the Memorandum of understanding, Re: City Delivery Task Force will begin analyzing data from the test sites by July 20, 2020, to determine its application to future testing. Absent joint agreement by the parties to either continue the test or to jointly conduct alternative testing in these sites, the test sites will be returned to their original route structure by January 22, 2021. Additionally, it is agreed there will be no further expansion of this Case Consolidation Test.

M-01936 Memorandum of Understanding, January 21, 2021

Memorandum of understanding (MOU) regarding the implementation of settlement (M-01923) for the national-level grievance over the unilateral testing of Consolidated Casing (Q16N-4Q-C 19225372). The parties agree to extend the deadline referenced in Item 2 of M-01923 until March 1, 2021. The agreement clarifies that routes in each of the remaining 29 test sites will be returned to the original structure and configuration in place prior to the beginning of the test, including territory assigned to each route and lines of travel. However, the agreement allows the installation head and branch president, or their designees, to agree to changes or adjustments to the original structure or configuration of the routes with certain restrictions. It has also been agreed that a moratorium is placed on route inspections in all case consolidation test sites through March 1, 2021.

M-01927 Interpretive Step Settlement, August 31, 2020, Q16N-4Q-C 20345187

Settlement of national-level case Q16N-4Q-C 20345187 concerning the Postal Service's implementation of a test of the delivery initiative entitled Expedited Street/Afternoon Sortation (ESAS). The parties agree that the ESAS pilot test is concluded and terminated as of August 19, 2020. Additionally, any future modifications or alternate applications to the Expedited Preferential Mail (EPM) Delivery Program, as outlined in Section 144 of Handbook M-39, Management of Delivery Services and Sections 223, 450, and 924 of Handbook M-41, City Delivery Carriers Duties and Responsibilities, will be subject to discussion through the City Delivery Task Force. Any grievance pending as of the date of this agreement at any step of the Dispute Resolution Process asserting the ESAS delivery initiative violated the collective bargaining agreement will be closed.

M-01957 Interpretive Step Settlement, July 22, 2021, Q16N-4Q-C 20356310

Settlement of national-level case Q16N-4Q-C 20356310 concerning the Postal Service's unilateral implementation of the delivery initiative called Post Office Sortation Equipment Reconciliation (SER). The SER delivery initiative began July 31, 2020 and has concluded. The parties agree all changes to city letter carrier cases or configurations, including those resulting from the SER initiative, must comply with the appropriate provisions of the collective bargaining agreement and relevant handbook and manual provisions unless otherwise agreed upon by the national parties. Any grievance held pending the outcome of this national case will be processed in accordance with this understanding.

M-01291 Pre-arbitration Settlement, June 24, 1997, H90N-4H-C 94061042

The parties agree that pursuant to the Sam Green memorandum dated May 24, 1993, management must complete the jointly agreed upon DPS Unit Certification form (copy attached), including the signature of the local Union President or designee and District Manager or designee, prior to implementing DPS in a delivery unit.

Once the criteria listed on the form have been met, the parties must sign the DPS Unit Certification form. If the requirements have been met, and if a branch president refuses to sign the form, the National Business Agent will sign the form. The parties agree that the requirement that the Union official sign the form will not unreasonably impede or delay the proper implementation of DPS, when all criteria listed on the certification form have been met.

Should a dispute between the parties remain in regard to the implementation, it is agreed the propriety of the implementation absent such signature would be subject to challenge in the grievance procedure. See also [M-01333](#).

M-01310 Pre-arbitration Settlement, May 12, 1998, H90N-4H-C 94038163

The parties agree that the provisions of the X-route MOU are specific to DPS implementation and that, with the exception of management's selection of the targeted DPS percentage, all planning and adjustments in a delivery unit/zone using the X-route alternative process are joint endeavors. While management may unilaterally address non-DPS operational changes, if those changes impact the jointly planned X-routes, the parties must discuss and jointly re-plan any changes that may have become necessary to the unit wide (previously) jointly planned route adjustments.

The parties further agree that it is not the intent of the process to allow management to avoid its obligation to pre-plan DPS related adjustments jointly with the union by unilaterally implementing adjustments designed to capture DPS savings, or to allow the local union to refuse to participate or cooperate with management by preventing contractually proper adjustments. See also [M-01333](#)

Fourth Bundle

C-16863 National Arbitrator Snow, June 9, 1997, Q90N-4Q-C 93034541

"It is a violation of the Memorandum of Understanding on Work Methods executed in September of 1992 ([M-01110](#)) to require a letter carrier on a Park and Loop route in a DPS environment who uses the composite third bundle method to work 'marriage mail' behind addressed flats. Accordingly, the grievance is sustained, and the issue is remanded to the parties to reach agreement with regard to an accommodation consistent with the MOU of the parties." See also [M-01697](#).

[M-01303](#) Fourth Bundle Agreement August 12, 1997

Joint Agreement concerning June 9, 1997 Fourth Bundle arbitration award ([C-16863](#)).

[M-01304](#) Interim Approach Under Fourth Bundle Agreement, September 12, 1997

Letter of Intent concerning August 12, 1997 Fourth Bundle Agreement ([M-01303](#)).

[M-01305](#) NALC-USPS Procedure For Determining Interim Approach, Sept. 26, 1997

Agreement setting forth procedures for routes on which no interim approach for handling unaddressed flats was jointly selected as of September 26, 1997.

[M-01318](#) Management Instructions May 22, 1998

Management Instructions concerning the September 26, 1997 Memorandum on fourth bundle work method accommodation.

Target Percentages

[C-17080](#) National Arbitrator Snow, August 4, 1997, Q90N-4Q-C 94029376

The Postal Service's unilateral change to the methodology for determining when the target percentage is met violated its commitment under the September 1992 Memorandums ([M-01109](#)).

[M-01265](#) Step 4 Settlement, July 8, 1997, J94N-4J-C 97040708

It was agreed there is no dispute between the parties that, when using the established "Methodology" to estimate the total hourly impact of DPS on city delivery routes, as described in the Joint Training Guide, Chapter 3, Building Our Future by Working Together, the "unit" target percentage is calculated and is applied to each individual route.

[M-01410](#) Pre-arbitration Settlement April 21, 2000, Q90N-4Q-C-94029376

The issue in this matter concerns the methodology used by the Postal Service to meet the target percentage which would trigger planned route adjustments when implementing Delivery Point Sequence (DPS).

In full and final resolution of this matter, we mutually agreed to the following:

The methodology initially selected to determine when the DPS target percentage had been met created anomalies. While management's decision to use the weekly average methodology eliminated those anomalies, the decision to implement the weekly average should not have been made unilaterally.

In compliance with Arbitrator Snow's award in this case, the parties resolve that the accepted method for determining when the target percentage in a DPS environment is achieved, is the weekly average formula.

The above language will not change any local agreements to use a different methodology, which may have been made prior to this settlement.

M-01294 Step 4 Settlement, July 28, 1997, B94N-4B-C 97044293

The issue in this grievance is whether, in implementing planned adjustments in a DPS environment, the "Methodology" requires adjustment based on the unit's DPS target percentage or each individual route's DPS percentage.

During that discussion, it was agreed there is no dispute between the parties that, when using the established "Methodology" to estimate the total hourly impact of DPS on city delivery routes, as described in the Joint Training Guide, Chapter 3, Building Our Future by Working Together, the "unit" target percentage is calculated and is applied to each individual route.

M-01266 Pre-arbitration Settlement July 2, 1997, H90N-4H-C 95000700

The issue in this case involved whether local management violated the National Agreement by not utilizing the station input process to change the DPS sort plan in order that mail for businesses closed on Saturdays would be held out from the DPS sort plan on Saturdays.

After reviewing this matter, it was mutually agreed that no contractual violation was present in this case, however, the Postal Service will provide information to the field which encourages and provides guidance on the station input process. This process allows for DPS sort plan changes which would include holding out the Saturday non-delivery day mail when management determines that it makes operational sense to do so.

It was further agreed that all DPS candidate mail which is diverted from going directly to the street via the station input process will be counted as DPS volume for the purpose of determining whether the DPS target percentage has been reached.

Viewing DPS Mail

M-01366 Pre-arbitration Settlement October 21, 1998, H90N-4H-C 94048405

The issue in this case involved whether Management violated the National Agreement by not allowing individual carriers to personally observe the amount of DPS mail intended for delivery on their assigned routes, prior to determining the need for overtime/auxiliary assistance.

After reviewing this matter, it was agreed that if, while in the normal course of picking up DPS mail, a letter carrier determines the need to file a request for overtime or auxiliary assistance (or to amend a request that was previously filed), the carrier may do so at that time. The supervisor will advise the letter carrier of the disposition of the request or amended request promptly after review of the circumstances.

If the local parties have agreed upon a practice where the letter carrier has access to their DPS mail prior to filling out the request for overtime/auxiliary assistance, this settlement will not apply.

60 Day Reviews

[M-01268](#) Pre-arbitration Settlement December 3, 1997, Q94N-4Q-C 96091697

The issue in this case deals with the 60-day revisitation of previously implemented DPS planned route adjustments. Specifically, whether or not the review of planned DPS adjustments within "60 days" of their implementation also includes and imposes the same 60-day deadline for implementing any further adjustments (if any) as a result of this review. See also [M-01278](#) and [M-01347](#).

[M-01278](#) Step 4 Settlement, January 6, 1997, H90N-4H-C 96077604

The case at issue deals with an office in a DPS environment. The September 1992 MOU at Appendix C of Building our Future by Working Together, as well as Handbook M-39 (243.614), specify that, within 60 days of implementing the planned adjustments for future automated events, the parties will revisit those adjustments to ensure that routes are as near to 8 hours daily as possible. Both the planned adjustments and subsequent minor adjustments that may be necessary are based on the most recent route inspection data for the route. In this case, the reexamination process was timely conducted in August (within 60 days of implementing the planned adjustments). During its revisitation of the adjustments, management also conducted one-day counts in order to determine each carrier's office performance as provided for in M-39, Section 141.2.

The interpretive issue in this grievance is whether Management violated the National Agreement by conducting one-day special office mail counts as part of its requirement to revisit and reexamine previously planned adjustments.

During our discussion, we mutually agreed that Special Office Mail Counts (M-39, 141.2) are conducted when management desires to determine the efficiency of a carrier in the office, and cannot form the sole basis for route adjustments. However, no prohibition exists that restricts management from also conducting a one-day count for the above purpose in conjunction with the 60-day reexamination of planned adjustments. The only time restraint imposed by the M-39 is that the carrier must be given one-day's advance notification.

DPS Inspections, Adjustments, Data

[M-01221](#) Step 4 Settlement, July 25, 1995, C90N-4C-C-94038561

The issue in this grievance is whether management violated the National Agreement by not using current route inspection data in the implementation of Delivery Point Sequencing (DPS).

The parties agreed that route inspection data must be current for those offices implementing DPS, where there was no agreement or requested exemption to use their old route data.

M-01284 Pre-arbitration Settlement April 17, 1992, H94N-4Q-C 97026594

The issues in this grievance are whether management is required to define "reasonably current" in Part 141.19 of the M-39 Handbook as "18 months" for all adjustment purposes.

During our discussion, it was mutually agreed that the following constitutes full settlement of this grievance:

1. The parties acknowledge that, as an alternative to the methodology provided in the unilateral process, managers may, at their option, use the route inspection and adjustment procedure in Chapter 2 of the M-39 Handbook to capture initial DPS savings. After using the M-39 inspection and adjustment procedures to adjust routes, the unit is considered to be out of the unilateral process and the M-39 procedures, including Part 141.19 Minor Adjustments, will apply thereafter.
2. Finally, it is agreed that Part 141.19, Minor Adjustments, including the reference to "reasonably current" remains unchanged.

M-01225 Step 4 Settlement, May 9, 1995, H90N-4H-C 94050275

The issue in this grievance is whether Management violated the National Agreement in implementing DPS.

After reviewing this matter, it was mutually agreed that no national interpretive issue is fairly presented in this case. DPS Implementation: A Training Guide for Delivery Management in Part 4.6 contains specific information concerning what to do if quality deteriorates after attaining the quality threshold.

M-01246 USPS Letter, March 13, 1996

We are in agreement that DPS mail may not be characterized as "enhanced two pass" or "enhanced sector/segment" to avoid established DPS implementation procedures.

We are also in agreement that under the X-Route process, the local parties may decide, by mutual agreement, to use either Hempstead formula adjustments or route inspections and adjustments under the procedures contained in the M-39. It is also understood that special route inspections under Section 271 of the M-39 may be initiated by either a letter carrier or management under the X-Route process.

Finally, we are in agreement that under the unilateral process, as an alternative to using the DPS formula methodology, managers may use M-39 inspections and adjustments to capture savings, after which, the unit is "out of the process."

M-01291 Pre-arbitration Settlement, June 24, 1997, H90N-4H-C 94061042

The parties agree that pursuant to the Sam Green memorandum dated May 24, 1993, management must complete the jointly agreed upon DPS Unit Certification form (copy attached), including the signature of the local Union President or designee and District Manager or designee, prior to implementing DPS in a delivery unit.

Once the criteria listed on the form have been met, the parties must sign the DPS Unit Certification form. If the requirements have been met, and if a branch president refuses to sign the form, the National Business Agent will sign the form. The parties agree that the requirement that the Union official sign the form will not unreasonably impede or delay the proper implementation of DPS, when all criteria listed on the certification form have been met.

Should a dispute between the parties remain in regard to the implementation, it is agreed the propriety of the implementation absent such signature would be subject to challenge in the grievance procedure. See also [M-01333](#).

[M-01311](#) Step 4 Settlement, May 26, 1998, H90N-4H-C 95052857

Management may unilaterally change the DPS target percentage. If the target percentage is changed, the "DPS methodology" must be used to recalculate the estimated reduction in carrier office time. This recalculation must be made using the established methodology, and requires re-drawing the route map for the planned adjustments. It also impacts entitlement to transitional employees and may have the effect of requiring a reduction in TE hours.

[M-01347](#) Step 4 Settlement, January 2, 1997, H90N-4H-C 950-33499

The parties are presented with two interpretive issues referred from regional arbitration. As a result of our discussions, we mutually agreed to the following with respect to those issues:

Under the unilateral approach to DPS implementation:

1. "Does the phrase, '...the parties will revisit those adjustments to ensure that routes are as near to 8 hours daily as possible,' mean that the employer has an affirmative obligation, that is, an obligation to initiate discussion with the Union within 60 days over those routes which are over 8 hours following implementation of the planned adjustments?" Yes. As agreed to by the parties in the USPS-NALC Joint Training Guide, Building Our Future by Working Together, in a DPS environment, once the impact formula adjustments are implemented, the parties must revisit those adjustments to ensure that the routes are as near to 8 hours daily as possible. The review of planned adjustments must take place within 60 days after their implementation. Methods Handbook M-39, Section 243.614 is also revised to reflect the same procedure.
2. "Is discussion with the Union properly limited to DPS Volume Tracking reports based on targeted objectives?" No. Both the Unilateral process and the X-Route process MOUs direct the parties to review the implemented planned route adjustments. However, these MOUs remain silent on exactly how the review will be conducted, or what data will be utilized. It was intended that the parties at the local level would be reasonable in their approach to this review based on their varied circumstances and use appropriate data to assist them in ensuring that routes are as near to 8 hours as possible.

[M-01413](#) Pre-arbitration Settlement, June 26, 2000, G90N-4G-C 95002498

The issue in this grievance is whether the retention of NALC transitional employees in the Amarillo,

Texas Post Office is in violation of Arbitrator Mittenthal's Interest Arbitration award.

There is no dispute between the parties that TEs hired under the DPS formula cannot be rehired or retained except as provided for by Arbitrator Mittenthal and the Revised Chapter 6 supplement to Building Our Future by Working Together. Further, there is no dispute between the parties that, once the final target percentage has been reached, the adjustments made, and savings are captured, TE hours should be reduced proportionate to the workload taken out of the Unit. The use of any remaining TEs should be phased out "within 90 days of when DPS is on line and cost effective in terms of barcoding goals in the specific five-digit delivery unit.

DELIVERY UNIT OPTIMIZATION (DUO)

M-01745 Memorandum of Understanding March 22, 2011

Re: Delivery Unit Optimization

Delivery Unit Optimization (DUO) refers to a process that includes permanently moving all city carrier assignments from one location to another location(s).

Regarding the city letter carrier craft, the parties agree to the following principles when Delivery Unit Optimization results in moving city letter carriers from one installation to another:

1. All city letter carriers and transitional employees will be moved from the losing installation to the gaining installation(s). However, this provision does not alter or modify the rights or obligations of either party under the Memorandum of Understanding, Re. Transitional Employees Additional Provisions.
2. At least 60 days advance notice, whenever possible, will be provided to the Union at the National, Regional, and Local Levels, and to individual city letter carriers who are to be moved to another installation.
3. City letter carriers from both the gaining and losing installations will retain their craft installation seniority and bid assignments. For the purposes of applying Article 41.2.B.7, all craft seniority will be credited as earned at the gaining installation.
4. Hold down assignments obtained pursuant to Article 41.2.B will not be impacted by the movement of city letter carriers under the Delivery Unit Optimization process. Temporary higher level carrier technician assignments obtained pursuant to Article 25.4 of the National Agreement will not be impacted solely by the movement of city letter carriers under the Delivery Unit Optimization process.
5. The parties agree that annual leave requests previously approved in either the gaining or losing installation(s) will be honored except in serious emergency situations, pursuant to Article 10.4.D of the National Agreement.
6. This agreement does not apply to the movement of city letter carriers when installations are discontinued, consolidated, or when a station or branch is transferred or made independent in

accordance with Article 12.5.C.1, 12.5.C.2, and 12.5.C.3.

This agreement is reached without prejudice to either party's position on this or any other matter and may only be cited to enforce its terms.

M-01744 Memorandum of Understanding March 18, 2011

Re: Local Memorandum(s) of Understanding under Delivery Unit Optimization

Delivery Unit Optimization (DUO) refers to a process that includes permanently moving all city carrier assignments from one work location to another location(s).

The parties agree to the following process to address issues related to Local Memorandum of Understanding resulting from Delivery Unit Optimization:

1. The local parties at the gaining installation will identify and discuss any existing Local Memorandum of Understanding (LMOU) provisions from the losing installation(s) that are different from those in the gaining installation(s). While these discussions are not considered Article 30 local implementation, the local parties will make necessary revisions to the LMOU in the gaining installation(s) to accommodate city delivery operations moving from the losing installation(s).
2. Any LMOU issues not resolved at the local level will be referred within 30 days of DUO notice to the Area Manager, Labor Relations (or his/her designee) and the National Business Agent (or his/her designee) for resolution.
3. Any LMOU issue(s) not resolved within 20 days of receipt by the Area and NBA will be forwarded to the parties at the National Level for resolution.
4. Any provision(s) of an LMOU from a losing installation that is made part of the LMOU in the gaining installation(s) will use the date the provision was added to the LMOU in the losing installation for the purpose of applying Article 30, C.
5. In the event city delivery assignment(s) are returned to the losing installation(s), the original LMOU in the losing installation(s) shall be reinstated.
6. This agreement does not apply to the movement of city letter carriers when installations are discontinued, consolidated, or when a station or branch is transferred or made independent in accordance with Article 12.5.C.1, 12.5.C.2, and 12.5.C.3.

This agreement is reached without prejudice to either party's position on this or any other matter and may only be cited to enforce its terms. Either party to this agreement may unilaterally withdraw from this process with 60 days' notice to the other party. However, such withdrawal will not impact the provisions of paragraph 4 and 5, above.

M-01778 Memorandum of Understanding, April 4, 2012

Any city carrier(s) who had active retreat rights to the losing installation at the point of DUO implementation will have his/her retreat rights carried forward to the gaining installation. In this situation, retreat rights will be offered to excess city letter carriers by seniority as defined by the

Memorandum of Understanding Re: Delivery Unit Optimization and the National Agreement.

In the event city delivery assignment(s) are returned to the losing installation(s), any city carrier(s) who had active retreat rights to the losing installation at the point of DUO implementation will have retreat rights restored to his/her original installation.

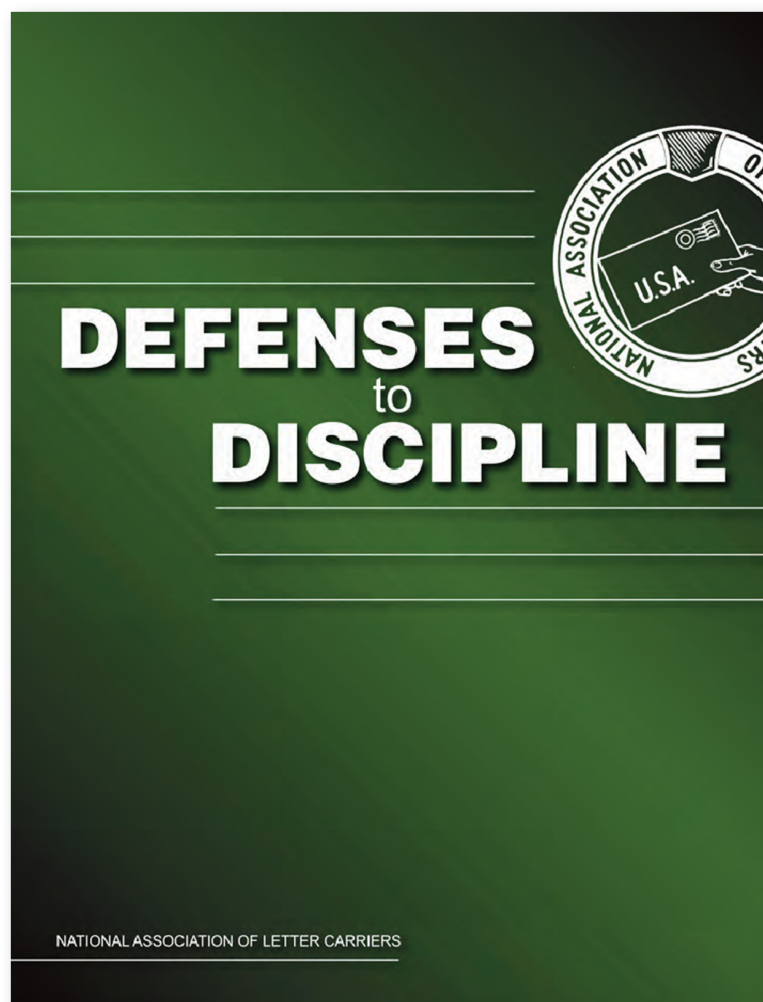
DISCIPLINE

Job security is the most important employee guarantee in any collective bargaining agreement. Wages, benefits, and work rules mean little without contract language to protect the right to stay employed. Historically over half of all cases NALC has brought to arbitration have concerned discipline.

Since discipline is such a large and important subject, NALC has written an entire separate publication, Defenses to Discipline, to cover it. Most of the material concerning discipline that formerly appeared in MRS has been moved to this new publication.

NALC created that publication to help union representatives find that in-depth information and put it to work challenging discipline. The guide summarizes more than 30 years of NALC experience with a comprehensive range of subjects related to discipline. It explains the key principles, contract language, national settlements and arbitration decisions that comprise our own “common law” of just cause and job security.

[Click here to go to Defenses to Discipline](#)



DRIVEOUT AGREEMENTS

[M-00985](#) Step 4 Settlement, January 18, 1990, H4N-3A-C 47917

Settlement confirming that the Postal Service may not discontinue Driveout Agreements without providing the 30 days written advance notice required by Article 41.

[M-00502](#) Step 4 Settlement, May 2, 1984, H1N-1Q-C 17744

A carrier may be required to use his/her vehicle on more than one route, which would include any route that he/she would be assigned to deliver.

[M-00235](#) Pre-arbitration Settlement, June 28, 1982, H1N-4E-C 1360

Carriers with city carrier transportation (drive-out) agreements shall be reimbursed for the transportation of all articles in excess of two pounds, whether in relay sacks or not. See also [M-00261](#).

[M-00534](#) Step 4 Settlement, March 11, 1985, H1N-4A-C 27955

The delivery of more than one relay by the same carrier to the same relay point is considered a single relay stop for compensation purposes.

DRIVING PRIVILEGES-SUSPENSION OR REVOCATION

C-18159 National Arbitrator Snow, April 9, 1998, I94N-4I-D 960276608

Arbitrator Snow held that Article 29 of the 1994 National Agreement with the NALC "requires the Postal Service to make temporary cross-craft assignments in order to provide work for letter carriers whose driver's licenses have been (temporarily) suspended or revoked." He rejected the Postal Service's argument that the Postal Service was no longer bound by cross craft provisions of Article 29 in light of the APWU/NALC split. However, he also agreed with the APWU that Article 29 of the NALC Agreement could not be applied in a manner inconsistent the APWU Agreement. Arbitrator Snow's decision did not address cases where driving privileges are permanently revoked.

He held that if it is not possible to accommodate temporary cross-craft assignments in a way that does not violate the APWU Agreement, a letter carrier who is deprived of the right to temporarily cross craft assignment to a position in the APWU represented crafts must be placed on leave with pay until such time as he may return to work without violating either unions' Agreement.

Accordingly, in cases where letter carriers temporarily lose driving privileges, the following applies:

Management should first attempt to provide non-driving letter carrier craft duties within the installation on the carrier's regularly scheduled days and hours of work. If sufficient carrier craft work is unavailable on those days and hours, an attempt should be made to place the employee in carrier craft duties on other hours and days, anywhere within the installation.

If sufficient work is still unavailable, a further attempt should be made to identify work assignments in other crafts, as long as placement of carriers in that work would not be to the detriment of those other craft employees.

If there is such available work in another craft, but the carrier may not perform that work in light of the Snow award, the carrier must be paid for the time that the carrier otherwise would have performed that work.

Finally, if there is insufficient carrier craft work and also insufficient work in other crafts to which the carrier could be assigned but for the Snow award, and it is expected to continue that way for an extended period of time, the employee has the option of not working and not being paid or being permanently reassigned to another craft if a vacancy exists.

In summary, this award does not establish an automatic carrier entitlement to leave with pay. Rather, each case must be handled individually based upon making "every reasonable effort" to seek work.

M-00672 Step 4 Settlement, June 19, 1972, N-S-411

The grievant was due those hours of work per day which did not necessitate utilization of a motor vehicle. Therefore, the grievant shall be paid the number of scheduled hours per day which normally would have been devoted to casing and non-motorized activities.

M-00840 Step 4 Settlement, April 27, 1988, H4N-3S-C 37832

The issue in this grievance is whether management may authorize an employee to drive without a valid OF-346. During our discussion, we mutually agreed that it is the joint responsibility of the issuing official and the employee's supervisor to ensure that the OF-346 is renewed before its expiration date.

DRUG TESTING

See also

[EAP](#)

[M-01021](#) USPS Letter, May 13, 1986

The Representatives for the National Association of Letter Carriers submitted agenda items for the January 7 and April 2 Joint Labor-Management Safety Committee meetings requesting to discuss the Postal Service's policy on drug testing. The subject was discussed fully, addressing the points raised in your recent letter. Your representatives seemed to understand the position of the Postal Service on this issue.

As a reiteration of previous discussions by our representatives on this matter, I will again set forth our position.

The Postal Service has no national policy for drug testing.

During fitness-for-duty examinations, the medical officer or contact physician may decide that a specific test is necessary. This is based upon the physician's observation and/or medical judgment (ELM 864.3).

Disciplinary action will not be taken against an employee based solely on a positive test.

Employees who have a problem with drugs/alcohol will be referred to the Employee Assistance Program (EAP).

Postal Service policy concerning EAP participation is found in Section 871.3 of the Employee and Labor Relations Manual.

With regard to establishing a future policy, a Postal Service task force is presently studying the testing of applicants and current employees.

[M-00984](#) Step 4 Settlement, December 12, 1990, H7N-3C-C 28958

The issue in this grievance is whether random drug screening is permissible on a voluntary basis as part of a structured EAP Program. By letter dated March 9, 1990, local management proposed to implement such a process for EAP participants who were not involved in a last chance agreement and agreed to submit to random drug screening as a deterrent to using drugs and/or alcohol.

The parties at this level have previously agreed that across-the-board drug testing and/or random drug testing of present employees is prohibited under any circumstances. However, on a case-by-

case basis, during fitness for duty examinations, drug tests may be administered, depending on the specific reasons for the examination as stated by the referring official and/or in the judgment of the examining medical official. It is the understanding of the parties that no such drug screening was conducted and the letter of March 9, 1990 was never implemented or enforced. The parties consider the issue to be moot and agree that the facts in this case have no bearing on last-chance agreements. Accordingly, said letter shall be rescinded and this grievance is resolved.

M-00867 Pre-arbitration Settlement, October 26, 1988, H4N-5C-C 15273

Under current policy, as established by the August 6, 1986 Memorandum from SAPMG David H. Charters (M-00653), across-the-board drug testing of present employees is prohibited. For example, a requirement that all candidates for issuance of a particular class of OF-346 submit to drug testing, constitutes across-the-board drug testing.

M-00653 USPS Memorandum, August 6, 1986

Recently, it has come to our attention that drug testing is being used in the field as part of the initial issuance and renewal of the SF-46, Operator's Identification Card, and in Accident Repeater Programs.

Across-the-board drug testing and/or random drug testing of present employees is prohibited under any circumstances. However, on a case-by-case basis, during fitness-for-duty examinations, drug tests may be administered, depending on the specific reasons for the examination as stated by the referring official and/or in the judgment of the examining medical official (see Attachment A). Additionally, drug testing in conjunction with medical assessments and evaluations as part of the Employee Assistance Program is within established procedures (see Attachment B). Furthermore, we will be issuing a policy statement on drug screening of applicants for employment in the near future.

M-00863 Step 4 Settlement, H4N-5T-C 36368

While strict procedures must be followed to verify the chain of custody of specimens, current Postal Service policy prohibits contract medical personnel from directly observing an employee who is producing a sample for urinalysis.

M-00977 Step 4 Settlement, September 10, 1990, H7N-3A-C-25639

This case concerns a requirement that all drivers who have had their OF-346 suspended due to negligence or poor or impaired judgment undergo a fitness-for-duty examination, which includes alcohol and drug screening, prior to reissuance of the OF-346.

The parties at this level have previously agreed that "under current policy, as established in the August 6, 1986, Memorandum from SAPMG David H. Charters, across-the board drug testing of present employees is prohibited." (Case No. H7N-5C-C-15273) (M-00653). The local procedure dated October 16, 1989 will be modified to conform to this policy.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

[M-00087](#) Step 4 Settlement, November 15, 1984, H1C-1Q-C 31822

Temporary assignment as an ad hoc EEO Counselor is not a supervisory position. The duty assignment should not be posted for bid under the provisions of Article 37, 3.A.7

[M-00493](#) Step 4 Settlement, March 12, 1984, H1N-3U-C 18530

The Employer will allow the complainant and his/her representative reasonable time to meet with an EEO counselor so long as the meeting is held within the employees' regular working hours. Payment is made on a no loss-no gain basis.

[M-00770](#) Step 4 Settlement, April 15, 1987, H4N-3U-D 25076

We mutually agreed the EEO settlement regarding the suspension does not bar further processing of the grievance. See also [M-00818](#).

[M-00471](#) Step 4 Settlement, March 8, 1983, H1N-5K-C 8037

If any EEO complainant has expressed in writing his desire that any communications concerning his formal complaint be made through his representative, that request should be honored under normal circumstances. The complainant must furnish the name, address, and telephone number of his designated representative.

[M-00470](#) Step 4 Settlement, June 25, 1982, H8N-3W-C 26379

The complainant and the representative, if otherwise in an active duty status, shall be allowed reasonable official time to present the issues to the EEO Counselor, providing such presentation occurs during their regularly scheduled work hours. This agreement is not restricted to the installation where the representative is employed, nor does it include travel time.

[M-00804](#) Step 4 Settlement, October 22, 1987, H1N-5G-C 15447

The question in this case is whether the grievant was improperly denied 45 minutes of pay at the overtime rate for the time he spent testifying outside his normal work hours at an EEO hearing. It was mutually agreed to full settlement of this case as follows:

1. The grievant shall be compensated at the overtime rate for the 45 minutes spent testifying outside his normal work hours at an EEO hearing on June 1, 1983.
2. Witnesses whose presence at the hearing is officially required will be in a duty status during a reasonable period of waiting time prior to their testimony at the hearing and during their actual testimony.

[M-00818](#) Step 4 Settlement, March 4, 1989, H4N-3V-D 24931

We mutually agreed the EEO settlement regarding the suspension in these cases does not bar further processing of the grievances.

M-01062 APWU Step 4 Settlement, October 5, 1983, H1C-5K-C-14705

The issue in this grievance is whether the grievants are entitled to Article 8 guarantees for work performed on April 25, 1983.

After further review of this matter, we determined that the grievants were utilized to distribute mail while waiting to testify at an EEO hearing. The performance of this work invoked the guarantee provisions of the National Agreement.

We also agreed that this decision is made without prejudice to the position of either party, in regard to whether Article 8, Section 8, applies to employees called to testify at EEO hearings who do not perform work.

M-01057 APWU Step 4 Settlement, October 29, 1982, H1C-3W-C-7741

During our discussion, we agreed to resolve the case based on our understanding that EEO representatives, if in an active duty status, are entitled to official time for travel from one location to another in the same building when performing duties as representative.

M-00766 Step 4 Settlement, September 1, 1976, NCC 2120

It would be inappropriate to assign heavy mail to the grievant simply because he is a male individual while withholding such heavy mail from a female simply because she is a female.

M-00472 Step 4 Settlement, November 22, 1977, NC-S-7936

The subject of the role of a representative to assist a complainant in processing an EAP complaint within the U.S. Postal Service EEO complaint process, is best discussed with the Office of Equal Employment Opportunity of the U.S. Postal Service.

M-01775 USPS Letter, March 12, 2012

Equal Employment Opportunity Policy Statement

The United States Postal Service® reaffirms its long-standing commitment to equality of opportunity in every aspect of employment. Equal employment opportunity (EEO) IS not only a legal requirement under our nation's laws, but also a business Imperative. EEO IS a critical component of the Postal Service's efforts to recruit, develop, and retain the most qualified, diverse workforce to support our organization's strategic mission of delivering to every household In America.

It is the policy of the Postal Service® that all employees and applicants for employment be afforded equal opportunities in employment without regard to race, color, sex (including gender Identity and gender stereotypes), national origin, religion, and disability. As part of its program of equal employment opportunity, the Postal Service® prohibits discrimination or harassment based on any of these categories. In addition, it is also the policy of the Postal Service® to prohibit discrimination or harassment based on age, genetic information, sexual orientation, marital status, status as a parent and past, present, or future military service. All employees must refrain from practicing or tolerating discrimination or harassment.

Employees found to have taken actions that violate this policy and our country's EEO laws may be subject to corrective action up to and including removal from the Postal Service®.

All of us, executives, managers, supervisors, and employees, share in the responsibility for successfully incorporating the Postal Service's policy on equal employment opportunity in every aspect of our duties and complying with this country's EEO laws.

EMERGENCIES

Real emergencies do happen. But for some supervisors every inconvenient occurrence sick calls, heavy mail volume or excessive overtime is any "emergency." However, Article 3 of the National Agreement has a much more restrictive definition. A circumstance requires *all three* of the following criteria to be simultaneously met for a situation to be considered an "emergency"

- It must be "unforeseen."
- It must "call for immediate action," and,
- It is not "expected to be of a recurring nature."

M-00105 Step 4 Settlement, November 16, 1978, NCS 12632

Normally mail volume in and of itself is not an emergency situation. An emergency is described as an unforeseen circumstance or combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

M-00775 Step 4 Settlement, July 8, 1977, NCC 6334

The T-6 Carrier's Route Assignment was not temporarily changed due to anticipated circumstances. Local management was in this case, aware that Route 0424 was vacant with no carrier assigned to it. Therefore, under these specific factual circumstances we cannot conclude that unusual circumstances were present.

M-00381 Step 4 Settlement, April 5, 1976, NCE-427

Local management must have a rational basis for determining that unusual circumstances exist before moving a T-6 Carrier from his normal route. See also [M-00678](#).

M-00678 Step 4 Settlement, March 17, 1976, NC-W-21

Having reviewed the evidence in this grievance file, we find that under the unique circumstances set forth, the T-6 carrier's route assignment was not temporarily changed due to unanticipated circumstances. Management was as aware that the regular carrier was on restricted duty and that part-time flexible carriers had been scheduled to give office assistance.

M-01197 Step 4 Settlement, July 20, 1994, D90N-4D-C 94002369

The issue in this grievance is whether Management violated the National Agreement by assigning a city letter carrier to perform duties in the rural carrier craft.

After reviewing this matter, we mutually agreed that city letter carriers may be assigned to perform duties in the rural carrier craft in emergency situations as specified in Article 3.F of the National Agreement. See also [M-01203](#).

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Historical Note. The Employee Assistance Program. (EAP) was originally known as the Program for Alcoholic Recovery (PAR). In 1985 the name of the program was changed to “Employee Assistance Program” (EAP) and its services were expanded. Pre-1985 settlements and arbitration awards referring to PAR are generally still applicable.

[M-00298](#) Step 4 Settlement, November 3, 1983, H1N-5C-C 14243

Management should refer an employee with an attendance problem to meet with a PAR counselor if there is an indication that alcoholism or drug abuse is present. See also [M-00345](#), [M-00439](#), and [M-00250](#).

[M-01279](#) Pre-arbitration Settlement January 23, 1997, G90N-4G-D 95066426

The issue in this grievance is whether management unilaterally may require an employee to participate in the Employee Assistance Program (EAP) beyond the initial EAP interview, apart from requiring such participation as part of an agreement with the employee and/or the employee's representative.

During the discussion, it was mutually agreed that management may not unilaterally require an employee to attend EAP beyond the initial interview.

Note: See ELM Section 872.221. Effective with ELM 16, June 1999, employees have the option to refuse a referral to EAP. An employee cannot be disciplined for noncompliance.

[M-01362](#) Step 4 Settlement, October 22, 1998, J94N-4J-C 98061369

The mere fact that an employee has an accident does not normally warrant an automatic referral to EAP. Any referral to EAP must be in accordance with ELM 872.

[M-00984](#) Step 4 Settlement, December 12, 1990, H7N-3C-C 28958

The issue in this grievance is whether random drug screening is permissible on a voluntary basis as part of a structured EAP Program. By letter dated March 9, 1990, local management proposed to implement such a process for EAP participants who were not involved in a last chance agreement and agreed to submit to random drug screening as a deterrent to using drugs and/or alcohol.

The parties at this level have previously agreed that across-the-board drug testing and/or random drug testing of present employees is prohibited under any circumstances. However, on a case-by-case basis, during fitness for duty examinations, drug tests may be administered, depending on the specific reasons for the examination as stated by the referring official and/or in the judgment of the examining medical official. It is the understanding of the parties that no such drug screening was

conducted and the letter of March 9, 1990 was never implemented or enforced. The parties consider the issue to be moot and agree that the facts in this case have no bearing on last-chance agreements. Accordingly, said letter shall be rescinded and this grievance is resolved.

M-01429 Step 4 Settlement, August 31, 2000, Q94N-4Q-C 99199249

The parties reaffirm their commitment to the principles in Article 35 of the 1998 National Agreement regarding the Employee Assistance Program. It is agreed that decisions regarding the general guidelines with respect to the level of service and the mechanism by which the services will be provided are to be made by consensus of the Joint Committee. Further, it is agreed that when the members of the Committee are unable to agree on a course of action within a reasonable time frame, the parties will adhere to the provisions of Article 35.2.

M-00439 Step 4 Settlement, December 13, 1984, H1N-3F-C-33725

An employee should be referred to PAR (EAP) where there is evidence of an alcohol or drug abuse is present and contributing to attendance problems. Conversely if there is no such evidence there should be no PAR referral.

EMPLOYEE CLAIMS AND TORT CLAIMS

Accidents happen. If as a result of an accident or other event a letter carrier's personal property is damaged or lost at work, Article 27 of the National Agreement provides a mechanism for employees to file a claim for reimbursement with the Postal Service.

M-00228 Step 4 Settlement, August 31, 1977, NCE 7534

The grievant was properly denied payment for the loss of a battery in her motor vehicle.

The procedures for filing a tort claim are found in Part 250 of the Administrative Support Manual which states in pertinent part:

The procedure specified therein shall be the exclusive procedure for such claims, which shall not be subject to the grievance-arbitration procedure. A tort claim may be filed on SF 95 which will be made available by the installation head, or designee.

M-00969 NALC Publication Re: Employee claims

Contract Administration Unit white paper on Employee claims. (M-01028 is identical to M-00969)

Tort Claims

M-01440 Pre-arbitration Settlement April 19, 2001 F90N-4F-C-95004286

The parties agreed that Article 27 does not apply to privately owned vehicles and the contents thereof. However, we agree that non-motorized bicycles are not considered "privately owned motor vehicles", such as those excluded from Article 27 procedures. Therefore, a claim for loss or damage to non-motorized bicycles can be made and decided in accordance with the provisions of Article 27.

M-00142 Step 4 Settlement, April 16, 1979, NC-S-11585

The grievant may properly file a tort claim for damage to his vehicle while it was parked on U. S. Postal Service property, even though, a claim had been previously submitted and denied in accord with the provisions of Article 27 of the National Agreement. The merits of a tort claim may not be considered through the grievance-arbitration procedure

M-00530 Step 4 Settlement, December 6, 1984, H1N-3W-C 37222

An employee's cooperation in assisting the U.S. Postal Service in pursuing a tort claim against a third part is voluntary. Therefore, the subject letter, as currently written, must be rescinded with regard to all employees involved in a third party tort claim.

M-00713 Step 4 Settlement, January 19, 1978, NC-S-9108

When employees are properly in pursuit of their official duties, they receive the same coverage in the event of a tort claim whether walking or driving on private property.

Damage or Loss Due to Accident

M-00435 Step 4 Settlement, September 1, 1977, NCC 7656

The employee should have been supplied with a Form 2146 to file a claim for lost property whether or not management had determined the legitimacy of that claim.

EMPLOYER CLAIMS

M-00899 Step 4 Settlement, February 7, 1989, H1N-5G-C 28042

Pursuant to statutory and judicial mandates, government (postal) employees are protected from liability for vehicle accidents arising out of their negligence while acting in the scope of their employment. Accordingly, the letter of demand will be rescinded.

M-00673 Step 4 Settlement, February 26, 1973, N-C-1388

We do not believe that the evidence shows that the damage to the vehicle was the result of the willful or deliberate misconduct of the grievant. Therefore, the grievance is sustained.

M-00426 Step 4 Settlement, March 14, 1978, NCN 8809

Based on the evidence presented in this grievance, we find that the grievant was properly assessed for damage to the Postal Service vehicle as the result of his willful or deliberate misconduct which resulted in the accident in question. However, Part 271 of the Postal Service Manual applies to damage or loss of government property and not loss or damage of private property. Based on the foregoing, it was inappropriate to issue the letter of demand to the grievant for the amount of damages to private property.

M-00639 USPS Letter, April 14, 1978

Effective no later than Pay Period 10, beginning April 22, 1978, the U. S. Postal Service will honor valid court ordered commercial wage garnishments. The decision to honor these garnishments is based on the fact that five Federal appellate courts have held that the Postal Service is not entitled to the defense of sovereign immunity in wage garnishments.

M-00352 Step 4 Settlement, May 13, 1977, NCE 5626

Part 271 of the Postal Service Manual applies to damage or loss of government property not loss or damage of private property.

C-02968 National Arbitrator Fasser, February 23, 1977 NBE 5724

Failure of a Letter of Warning for negligence to state specifically that the carrier had a right to grieve the warning rendered it inadequate; failure to grieve a letter of warning does not bar grievance of a subsequent letter of demand.

M-01029 Pre-arbitration Settlement December 10, 1991, H7N-1P-C-14879

The issue in this grievance is whether management may cash an employee's salary check to satisfy a letter of demand. In seeking to collect a debt from a collective bargaining unit employee, the U.S. Postal Service adheres to the procedural requirements governing the collection of debts as specified in Article 28, Employer Claims, of the National Agreement, and ELM 460, Collection of Debts from Bargaining Unit Employees. The cashing of an employee's payroll check without permission is inappropriate.

M-00533 Step 4 Settlement, December 6, 1984, H1N-3W-C 34695

In accordance with ASM 273.272, management is proper in charging an employee for a lost badge. Management shall, however, inform an employee of a money demand under Article 28 of the National Agreement, and the demand must include the reasons therefore.

M-00428 Step 4 Settlement, November 22, 1978, NC-W-11986

A policy of requiring payment of \$2.00 to replace lost identification badges is not unreasonable.

M-01349 USPS Letter September 22, 1988

USPS policy does not allow field offices to stop Bank/Direct Deposits until salary advances are collected.

M-00676 Step 4 Settlement, April 22, 1977, NCC 4650

In view of the hardships experienced by the grievant by paying \$50 per pay period in order to liquidate this liability, it was agreed that we would reduce the required payment to \$25 per pay period.

M-01446 Step 4 Settlement, Settlement September 20, 2001, Q98N-4Q-C 00187353

The issue in this case is whether Section 437 of the Employee and Labor Relations Manual allows employees to request a waiver where the employer erroneously fails to withhold employee insurance

premiums.

The parties agree that nothing contained in Section 437 of the ELM precludes an employee from requesting a waiver where the employer erroneously fails to withhold employee insurance premiums.

C-00859 National Arbitrator Fasser, June 29, 1978, ABE 4810

The recoupment of allegedly overpaid wages is an arbitrable matter; in this case, where life insurance payroll deductions were not made because of administrative error, the grievance was not covered by the insurance and the grievance was sustained.

M-01192 Memorandum, July 20, 1994

The parties agree that bargaining unit employees will be provided an opportunity to petition for a hearing regarding monies demanded by the Employer pursuant to the Debt Collection Act as promulgated in postal regulations found in the Employee and Labor Relations Manual and in other handbooks, manuals, and published regulations of the Postal Service. The following procedures embody our agreement and outline this process and its relationship to the grievance-arbitration procedures in Article 15 of the National Agreement:

- 1) A bargaining unit employee shall have the right to file a grievance under the provisions in Article 15 of the National Agreement concerning any letter of demand, to challenge the existence of a debt owed to the Postal Service, the amount of such debt, and the proposed repayment schedule. A bargaining unit employee also shall have the right to file a grievance under the provisions in Article 15 of the National Agreement concerning any other issue arising under Article 28 of the National Agreement. However, if no grievance challenging the existence of a debt owed to the Postal Service, the amount of such debt, or the proposed repayment schedule, is initiated within 14 days of receipt of the letter of demand, and the Employer intends to proceed with the collection of the debt, the employee will be issued a "Notice of Involuntary Administrative Salary Offsets Under the Debt Collection Act," with a right to petition for a hearing, pursuant to the Debt Collection Act.
- 2) At any stage of the grievance-arbitration procedure where the existence of a debt, the amount of debt, or the proposed repayment schedule has been resolved through a written settlement between the Employer and the Union, and the employee remains liable for all or some of the debt, the employee will be issued a "Notice of Involuntary Administrative Salary Offsets Under the Debt Collection Act." If a petition for hearing is filed, the Postal Service is free, before the Hearing Officer, to pursue collection of the full amount of the debt. However, any contractual issue settled by the parties in the grievance-arbitration procedure will be final and binding.
- 3) At any stage of the grievance-arbitration procedure where a grievance has not been initiated or advanced to the next step within the time limits set forth in Article 15 of the National Agreement, and the Employer intends to proceed with collection of the debt, the employee will be issued a "Notice of Involuntary Administrative Salary Offsets Under the Debt Collection Act."

- 4) When an arbitrator finds the grievance is not arbitrable, and the Employer intends to proceed with the collection of the debt, the employee will be issued a "Notice of Involuntary Administrative Salary Offsets Under the Debt Collection Act."
- 5) Once an arbitration hearing has opened on the merits of any money demand, the employee will not be issued a "Notice of Involuntary Administrative Salary Offsets Under the Debt Collection Act," unless the arbitrator finds the grievance is not arbitrable or the grievance is settled pursuant to paragraph numbered 2.
- 6) If a grievance is initiated and advanced through the grievance-arbitration procedure or a petition has been filed pursuant to the Debt Collection Act, regardless of the amount and type of debt, collection of the debt will be delayed until disposition of the grievance and/or petition has (have) been had, either through settlement or exhaustion of contractual and/or administrative remedies.
- 7) No more than 15 percent of an employee's disposable pay or 20 percent of the employee's biweekly gross pay, whichever is lower, may be deducted each pay period to satisfy a postal debt, unless the parties agree, in writing, to a different amount.
- 8) The provisions of paragraphs 6 and 7 of this Memorandum, regarding the delay of collection of the monies demanded and the amount to be collected through payroll deductions, will be incorporated in Article 28, Section 4 of the 1994 National Agreement.
- 9) An administrative hearing under the Debt Collection Act may be conducted by any individual not under the supervision or control of the Postmaster General, but may include a hearing official designated by the Judicial Officer.

M-01415 Step 4 Settlement, May 17, 2000, Q98N-4Q-C 00104081

Settlement of national Level grievance withdrawing a USPS proposal to use a "salary offset" process to collect certain salary overpayments.

M-01338 Pre-arbitration Settlement August 7, 1998, H94N-4H C 97080228

Claims for overpayment regarding the promotion pay settlement will be processed in accordance with Article 28 of the National Agreement and Section 437 of the ELM.

M-01095 Pre-arbitration Settlement, July 13, 1992, H7N-NA-C 50

The issue in these grievances involves changes occurring in Issues 11 and 12 of the Employee & Labor Relations Manual (ELM).

Without prejudice to its ability to make future changes pursuant to Article 19, management shall adhere to the provisions of ELM Section 437 as they were published in Issue 10 of the ELM. Any timely grievance alleging a violation of ELM 437 shall be processed as if the provisions of ELM Issue 10 were in effect.

Note: See [M-01231](#) for a copy of ELM Section 437 as it was published in Issue 10. Note that it is

labeled "Issue 9" since it was not changed when Issue 10 was published (See cover page).

EXCESSING

See also

[Delivery Unit Optimization](#)

[C-16923](#) National Arbitrator Snow, June 20, 1997, I90N-4I C 92057810

Article 12.5.C.6 of the 1990 National Agreement does not alter the reassignment rules specified by Article 12.5.C.5 pursuant to which excess employees are reassigned across craft lines within an installation before being assigned to a different installation

[C-20485](#) National Arbitrator Das, March 21, 2000, H7C-NA-C 82

The issue is whether the phrase “in excess of the part-time flexible quota for the craft”, and, more particularly, the term “quota” found in Article 12.5.C.8 has any meaning or is an obsolete relic.

The evidence as to bargaining history and the consistent and accepted application of Article 12.5.C.8 since 1971 establishes that the PTF quota language has no current meaning, and has had none since 1971.

[C-22368](#) National Arbitrator Snow, July 27, 2001, HoC-NA-C 12

The language in Article 12.5.C.5.a(2) allows the employer discretion in separating casuals prior to excessing consistent with the following agreement among the parties: "All casuals must be removed if it will eliminate the impact on regular workforce employees. The employer must eliminate all casual employees to the extent that it will minimize the impact on the regular workforce."

[C-11528](#) National Arbitrator Snow, December 19, 1991, H7N-4Q-C 10845

Senior employees excessed into the Letter Carrier Craft under terms of Article 12.5.C.5.a must begin a "new period" of seniority pursuant to the provisions of Article 41.2.G of the parties National Agreement. Article 41.2.G prevails and employees reassigned from other crafts must begin a new period of seniority in the Letter Carrier Craft.

[M-01082](#) APWU Memorandum, April 16, 1992

The United States Postal Service and the American Postal Workers Union, AFL-CIO (Parties), mutually agree that Arbitrator Carlton Snow's award in Case Number H7N-4QC-10845 shall be applied in a prospective fashion effective with the date of the award.

Accordingly, employees who are excessed into APWU represented crafts (Clerk, Maintenance, Motor Vehicle, and Special Delivery Messenger) after December 19, 1991, under the provisions of Article 12.5.C.5, shall begin a new period of seniority.

[M-01118](#) Step 4 Settlement, January 13, 1993, HoN-NA-C 15

The issue in this grievance is whether management violated the National Agreement in the manner in which it responded to the National Union's request for comparative workhour reports.

During our discussion, we mutually agreed that such requests will not be unreasonably delayed. Normally, such requests shall be responded to within sixty days. On those occasions when requests cannot be responded to within the sixty days, the union will be so advised.

M-00081 Step 4 Settlement, December 6, 1982, H8N-4J-C 33933

The issue in this case is whether management violated the National Agreement by reassigning the employee to another craft due to his inability to work safely.

It was mutually agreed that: An employee may volunteer for reassignment to another craft. However, the Postal Service may not unilaterally make such a reassignment.

M-01778 Memorandum of Understanding April 4, 2012

Re: Delivery Unit Optimization – Retreat Rights

Any city carrier(s) who had active retreat rights to the losing installation at the point of DUO implementation will have his/her retreat rights carried forward to the gaining installation. In this situation, retreat rights will be offered to excess city letter carriers by seniority as defined by the Memorandum of Understanding Re: Delivery Unit Optimization and the National Agreement.

In the event city delivery assignment(s) are returned to the losing installation(s), any city carrier(s) who had active retreat rights to the losing installation at the point of DUO implementation will have retreat rights restored to his/her original installation.

M-01868 Interpretive Step Settlement, January 7, 2016, Q06N-4Q-C 09106125

The letter to the union does not represent an interpretive issue in dispute between the parties. Accordingly, the national case is closed without prejudice to the position of either party in this or any other matter. Any grievances held pending the outcome of this case (including case Jo6N-4J-C 08321007, Alpena, Michigan) should be processed in accordance with Article 15 of the National Agreement.

M-01871 Step 4 Settlement, March 16, 2016, Q06N-4Q-C 81135613

The NALC and the Postal Service have settled national level case Q06N-4Q-C 81135613 with the service agreeing that it cannot excess an employee into the letter carrier craft until after they pass any required driving test.

C-31171 National Arbitrator Nolan, February 16, 2014, Q06-N4-Q-C 12114440

The Postal Service may not reassign into a full-time carrier position any clerk craft employee who does not meet the definition of full-time employee specified in the Postal Service's Agreement with the NALC.

C-31339 National Arbitrator Goldberg (APWU), June 24, 2014, Q10C-4Q-C 12265307

When the Postal Service intends to reassign an excessed employee to a position across craft lines under the provisions of Article 12, it must determine, prior to the actual reassignment, that the employee meets the minimum qualifications for that position, including the physical requirements.

M-01213 APWU Step 4 Settlement, July 23, 1993, H7C-4K-C 28684

The issue in this grievance concerns the meaning of the “within 100 mile” limit in Article 12.

After discussion, we agreed to settle this grievance as follows:

The 100 mile criteria identified in Article 12, (e.g. 12.5.C.1.b, 12.5.C.1.d, 12.5.C.1.f, 12.5.c.5.b.(1), and 12.5.C.5.b.(1) (b) is measured as the shortest actual driving distance between installations.

EXPRESS MAIL

C-13863 National Arbitrator Mittenthal, September 29, 1994, HoC-NA-C 14/H7N-3A-C 24946 "Arlington Texas Case"

The Special Delivery Craft does not have exclusive jurisdiction over the delivery of express mail.

C-15602 National Arbitrator Snow, July 24, 1996, B90V-4B-C 93032199

The Postal Service did not violate the national agreement when it assigned other than Motor Vehicle Service Division employees to transport bulk quantities of Express Mail.

M-00136 Step 4 Settlement, May 31, 1985, H1N-3T-C 38350

It is the position of the Postal Service that neither the delivery nor the transportation of Express Mail is exclusively letter carrier craft work.

M-01013 Step 4 Settlement, September 5, 1991, H7N-3V-C 37666

We agreed the delivery of Express Mail is controlled in part by the provisions of Handbooks M-68 and DM-201.

M-00601 National Joint City Delivery Meeting, November 17, 1983

The performance of "acceptance functions" is not a responsibility of letter carriers except where the collection involves the scheduled pick-up of Custom Designed Next Day Express Mail. Carriers picking up express mail at random in the normal course of performing their delivery and collection duties need only ensure that postage is affixed just as they are required to do with all collection mail.

M-01037 APWU Step 4 Settlement, July 11, 1986, H1S-4B-C 34169

The question raised in these grievances involved the use of Letter Carriers to deliver Express Mail.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in these cases. We agreed that the delivery and collection of Express Mail can be accomplished as determined by management. The specific duties are not designated to any one craft and are assigned in accordance with the M-68, Express Mail Handbook.

M-00870 Pre-arbitration Settlement, November 1, 1988, H4N-3U-C 25828

We mutually agreed the general delivery and pickup of Express Mail is bargaining-unit work. It is also understood that management has not designated this work to any specific craft. In accordance with the above understanding, management is prohibited from performing bargaining-unit work except as enumerated in Article 1, Section 6.

This settlement is not intended to prohibit management from assigning available personnel as necessary, including non-bargaining-unit persons, to meet its commitment where Express Mail is concerned in connection with noon and 3 p.m. deliveries and office closings. See also [M-00955](#) (APWU).

M-00955 APWU Pre-arbitration Settlement, December 8, 1987, H1S-3F-C 39430

The general delivery and picking up of Express Mail is bargaining-unit work. It is also understood that management has not designated this work to any specific craft. In accordance with the above understanding, management is prohibited from performing bargaining-unit work except as enumerated in Article 1, Section 6.

This settlement is not intended to prohibit management from assigning available personnel as necessary, including nonbargaining unit persons, to meet Its commitment where Express Mail is concerned in connection with noon and 3 p.m. deliveries as well as office closings. See also [M-00870](#)

FITNESS FOR DUTY EXAMINATIONS

See also

[Drug testing](#)

[Medical Treatment, Examinations](#)

M-00778 Step 4 Settlement, July 15, 1977, NCS 6645

Management does have the right to send an employee for another medical opinion or fitness-for-duty examination.

M-00860 Step 4 Settlement, October 17, 1988, H4C-NA-C 79

Part 343.31 of the P-11 Handbook states, "The appointing officer completes Form 2485, Certificate of Medical Examination, Section B only and the installation head signs it." We agree that the intent of this language is that the installation head will be the postal official authorizing the Fitness for Duty Examination.

M-01161 Pre-arbitration Settlement, December 10, 1993, H7N-5F-C 26185

This grievance concerns the scheduling of an appointment for prescribed medical treatment as a result of a job-related injury. It is agreed that an employee cannot be required or compelled by the postal Service to undergo a scheduled medical examination and/or treatment during non-work

hours.

M-01324 Pre-arbitration Settlement May 21, 1998, J94N-4J-C 97063003

It was mutually agreed that there is no dispute at this level concerning the use of Form CA-17 for fitness-for-duty determinations incident to on-the-job injury or illness. We acknowledge Part 547.34 of the Employee and Labor Relations Manual, which specifies in pertinent part:

The following procedures apply only to fitness-for-duty determinations incident to an on-the-job injury or illness. Fitness-for-duty determinations for other purposes are not covered by this instruction.

A. The physician or hospital must, for each visit of the employee make a professional statement, using Form CA-17 showing the employee is either:

1. Fit for duty; or
2. Fit for limited duty, and the work tolerance limitations due to the injury; or
3. Not fit-for-duty with an expected return-to-duty date.

M-00647 Step 4 Settlement, December 13, 1978, NC-N-12792

The National Agreement does not provide for the payment of a union steward who accompanies an employee to a medical facility for a fitness-for-duty examination.

M-00901 Step 4 Settlement, March 7, 1989, H7N-2K-C 7670

While non-medical personnel may administer blood pressure tests, only the medical officer is authorized to make determinations concerning an employee's fitness-for-duty.

Payment for Time, Travel

M-01045 APWU Step 4 Settlement, January 30, 1980, E8C-2B-C-2061

During our discussion, we concluded that at issue in this grievance is whether management must pay an employee for all time spent to undergo a Fitness-for-Duty exam at the employer's request; and whether charging such time to an employee's annual leave constitutes such payment.

After reviewing the information provided, it is our position that time spent by an employee in waiting for and receiving such medical attention at the direction of the employer constitutes hours worked. Thus, the grievant in this case shall be carried in an official duty pay status for all time involved. In addition, any annual leave charged to the grievant shall be reccredited to his balance.

M-00094 APWU Step 4 Settlement, November 14, 1984, H1C-5F-C 9268

The proper compensation for undergoing a fitness-for-duty examination on a non-scheduled day is pay for time actually spent taking the examination, including travel time. See also [M-00616](#) and [M-00617](#).

M-00550 APWU Step 4 Settlement, October 11, 1983, H1C-4F-C 19109

The grievant is not entitled to an eight-hour guarantee for time spent undergoing a Fitness-for-Duty Examination. Article 8 guarantees are only applicable to work situations.

The grievant was not called in to perform any work. It should be noted that the grievant was compensated at the overtime rate for the time spent undergoing this examination.

M-01350 Step 4 Settlement, November 5, 1998, J94N-4J-C 97009363

The issue in this case is whether management is required to compensate an employee for time spent in a medical facility, after the employee's tour of duty has ended, as a result of a management directed medical evaluation. After reviewing this matter, it has been decided to sustain this case.

M-00356 Step 4 Settlement, May 23, 1985, H1N-5F-C 29072

On his nonscheduled day, the grievant was scheduled for a fitness-for duty examination. The file reflects that the grievant was paid for the time actually involved. It is the position of the Postal Service that the grievant was not called in to work on his nonscheduled day. Therefore, the grievant is not entitled to 8 hours of guaranteed work or pay under Article 8, Section 8.

M-00606 Step 4 Settlement, November 9, 1983, H1C-5F-C 12658

The grievance concerns the fact that the grievant was scheduled for a fitness-for-duty exam on her off day. She was paid for the 25 minutes it took to complete the exam; however, she requests to be paid the 4-hour minimum call-in guarantee pursuant to Article 8, Section 8. Based upon a review by the Injury Compensation Division, this grievant, under the instant circumstances, is entitled only to be compensated for the time spent in taking the examination and travel time under OWCP guidelines.,

M-00617 Step 4 Settlement, December 9, 1983, H1C-1N-C12552

Article 8 provisions are only applicable to work situations. The grievant was not called in to perform work nor did she perform any work. This position has been stipulated in a similar case, H1C-4C-C 17149, which was not appealed to arbitration. In this particular case, and without prejudice, the grievant will be paid at the overtime rate for actual time, including travel,. spent undergoing these examination/treatments.

FLAT SEQUENCING SYSTEM (FSS)

M-01643 Memorandum September 11, 2007

Re: FSS Implementation

The United States Postal Service and National Association of Letter Carriers, AFLCIO mutually recognize that the delivery point sequencing of flat mail will change the delivery environment, ultimately producing better service for postal customers.

The Postal Service experienced significant benefits in 1993 by automating the processing and

sequencing of letter mail, as the parties worked together to implement that technology, in the interest of working jointly on this technology the parties agree to the following:

1. Once FSS Is fully implemented in a delivery unit, management will determine the methods to estimate impact in a delivery unit and make route adjustments accordingly.
2. Sixty days after implementing route adjustments for FSS, the local parties will review the adjustments to ensure that routes are as near 8 hours as possible. This sixty day period will not count toward the special route inspection process (Section 271, Handbook M-39; Section 918, Handbook M-41). If either party determines that the route(s) is not properly adjusted, then the route(s) will be adjusted In accordance with the provisions of Handbook M-39 or, If applicable, a locally agreed upon adjustment formula.

The terms of this Memorandum are effective immediately and continue through all phases of Flats Sequencing System (FSS) implementation.

M-01831 Pre-arbitration Settlement January 9, 2014

Under the Memorandum of Understanding Re: FSS Implementation, management has the right to plan for Flat Sequencing System (FSS) implementation. The parties agree the intent of the subject Memorandum is that once FSS is fully implemented, management will determine the final method used to estimate the impact FSS has on individual route(s) and when initial route adjustments will be made.

If the Carrier Optimal Routing (COR) program is used to make route adjustments pursuant to paragraph 1 of the Memorandum of Understanding, Re: FSS Implementation, the back of the PS Form 1840 will indicate, by sector-segment, any change in street credit from the actual street time used in sector-segment on PS Form 3999; including all relay, allied, parcels, accountables, etc. Any such adjustment to the carrier's actual street time must be documented and explained by appropriate comments on the reverse of PS Form 1840 and discussed during the carrier's route adjustment consultation. Travel To, Travel From, and Travel Within times must be validated, documented, and discussed during carrier consultation.

If either party determines sixty days after an initial adjustment is made pursuant to the MOU Re: FSS Implementation that a route(s) is not properly adjusted and there is no locally agreed upon adjustment formula, then the route(s) will be adjusted in accordance with the provisions of Handbook M-39. This refers to a traditional six day count and inspection conducted pursuant to Chapter 2 of Handbook M-39.

Any grievance currently held for this case will be discussed to determine whether any issues remain in dispute. Such cases will, as appropriate, either be closed or processed in accordance with Article 15, Step B or Article 15.4.8.5.

M-01644 Memorandum September 11, 2007

(T)he United States Postal Service (USPS) and National Association of Letter Carriers (NALC) agree

to jointly examine methods and procedures related to handling DPS flats. Effective with the signing of this Memorandum, a Joint Task Force comprised of four members from the NALC and four from the Postal Service will be established to explore alternative work methods necessary for handling mail in an FSS environment. The Task Force will attempt to reach agreement on necessary studies and potential work method changes, as well as implementation and operating procedures.

M-01634 Memorandum of Agreement December 27, 2007

USPS/NALC Data Collection FSS Work Methods Joint Task Force:

The parties agreed that data collected in Hyattsville, MD under the direction of the FSS Work Methods Joint Task Force will be the sole and exclusive use of the Task Force in exploring alternative work methods necessary for handling mail in an FSS environment and to support its joint report to the NALC President and the Postal Service Vice President, Labor Relations outlining findings and recommendations.

M-01691 FSS Task Force Report, August 18, 2008

Re: FSS Work Methods.

The Task Force Report provides agreed upon work methods in the FSS environment. Any changes to work methods not adopted through this report must be consistent with the terms of the National Agreement.

M-01697 Memorandum of Understanding, November 24, 2008

Re: Approved FSS Work Methods

This is the party's agreement for handling mail in an FSS environment. Following review of the Joint Task Force Report (M-01691) the parties agreed to the methods of handling mail in an FSS environment. See also [M-01644](#), [M-01691](#), [M-01677](#), and [M-01682](#).

M-01600 NALC Letter, February 21, 2007

This letter is a correspondence from NALC President, William H. Young to USPS Vice President of Labor Relations, Doug Tulino regarding two interpretive disputes surrounding the implementation of Flat Sequencing System (FSS)

1. Hiring of Transitional Employees
2. Methodology for Estimating Impact of FSS

FORMS

The primary reference manual for Postal Service forms is the *Directives and Forms Catalog, Publication 223* which is on the NALC website at nalc.org/workplace-issues/resources/usps-handbooks-and-manuals.

Publication 223 identifies all authorized forms by number, name, oldest useable version, and where

they are used.

Postal Service Regulations concerning forms are found in Section 321 of the Administrative Support Manual (ASM).

Locally Developed or Modified

C-00427 National Arbitrator Garrett, January 19, 1977, MB-NAT-562

"The development of a new form locally to deal with Stewards' absences from assigned duties on Union business—as a substitute for a national form embodied in an existing Manual (and thus in conflict with that Manual)— thus falls within the second paragraph of Article XIX.

Since the procedure there set forth has not been invoked by the Postal Service, it would follow that the form must be withdrawn."

M-01461 Step 4 Settlement, Settlement April 24, 2002 Step 4 Settlement, Q98N-4Q-C-02071061

The issue in this case is whether local management may alter a national form.

We mutually agreed that there are no material facts in dispute with this case.

We further agree that, in accordance with Arbitrator Garrett's decision in National case MB-NAT-562, a national form directly relating to wages, hours or working conditions and embodied in an existing handbook or manual covered by the provisions of Article 19 can only be changed through the procedures specified in the second paragraph of Article 19.

Accordingly, the local forms at issue may not be used for route inspections in lieu of the national PS Form 1838-C.

M-00808 Step 4 Settlement, September 4, 1987, H4N-5T-C 33892/H4N-5T-C 33776

The issue in these grievances is whether management violated the National Agreement when it created a new form by combining three already existing forms into one. (3996-1813-1571) After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases. The parties at the regional level are to apply part 324.12 of the ASM to the particular circumstances.

M-00809 Step 4 Settlement June 30, 1989, H4N-5G-C 33464

The issue in this grievance is whether management may create a new form by combining three existing forms (3996, 1813 and 1571) into one. After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that there is no dispute at the national level on this issue. This is a local dispute, therefore, it is suitable for regional determination by applying the provisions of ASM 324.12.

M-00821 Step 4 Settlement, March 25, 1998, H4N-5R-C 45671

The issue in this grievance is whether management violated the National Agreement by modifying Form PSIN D1147, and posting the carriers prior casing ability. During our discussion, we mutually agreed that no national interpretive issue is fairly presented in this case. We also agreed that Form PSIN D1147 will no longer be used in its revised form. Local management will return to using this form as originally issued, without the local modifications.

M-00849 Step 4 Settlement, July 8, 1988, H4N-5R-33012

The issue in this grievance is whether management violated the National Agreement when it used a locally developed form to supplement the data provided on Form 3996. During our discussion, we mutually agreed that no national interpretive issue is presented in this case. We also agreed that the issuance of local forms, and the local revision of existing forms is governed by Section 324.12 of the Administrative Support Manual (ASM). The locally developed form at issue was not promulgated according to ASM 324.12. Therefore, management will immediately discontinue using this form.

M-00852 Pre-arbitration Settlement, November 24, 1992, H7N-2D-C 42122

The issuance of local forms, and the local revision of existing forms is governed by Section 324.12 of the Administrative Support Manual (ASM). The locally developed form was not promulgated according to ASM, Section 324.12. Therefore, management will discontinue the use of the subject form. See also [M-00808](#), [M-00809](#), [M-00821](#), [M-00849](#), [M-00887](#) and [M-01107](#).

M-01325 Step 4 Settlement, May 6, 1998, I94N-4I-C 97116055

We agreed that the issuance of local forms, and the local revision of existing forms is governed by Section 325 of the Administrative Support Manual (ASM).

The locally modified form at issue was not promulgated according to ASM 325.12. Therefore, management will discontinue using this form.

M-00190 Step 4 Settlement, September 22, 1981, H8N-5G-C 16694

Whether or not management violates Article 19 of the National Agreement by use of a Daily Management Productivity Control Form: The form in question is merely a management tool being utilized to gather information. As such, it is not used for disciplinary or route adjustment purposes.

M-00038 Step 4 Settlement, September 10, 1982, H1N-5G-C 4724

The Postmaster will discontinue the use of the "checklist of unsatisfactory casing procedures."

M-00075 Step 4 Settlement, September 27, 1983, H1N-5B-C 13425

The Los Angeles MSC Manager/Postmaster shall remove the Route Assistance Worksheets from all the carriers' order books.

M-00319 Step 4 Settlement, July 3, 1985, H1C-5D-C 30950

Management may document unsafe practices. However, inasmuch as there is no national requirement for employees to acknowledge that the subject information was documented, they

should not be required to sign a local form, such as the one referenced to in this grievance.

M-00853 Step 4 Settlement, January 12, 1983, H1N-5K-C 6754

The issue in this grievance involves the requirement of carriers to record their daily leaving and return times on a tablet placed on the carrier cases. Such leaving and returning time notations are inappropriate and will be discontinued upon receipt of this decision.

M-00079 Step 4 Settlement, November 9, 1983, H1N-5G-C 14955

Under ELM 513.362, an employee is required to provide "acceptable evidence of incapacity to work." The form in question has been determined by local management to meet that requirement. Accordingly, the form may be provided as a convenience to an employee, and its use by employees is optional.

M-00995 Step 4 Settlement, October 24, 1990, H7N-5M-C 14783

The issue in this grievance is whether management violated the National Agreement when it used a locally developed form requiring routers to record footage cased on each route.

During our discussion, we mutually agreed that no national interpretive issue is fairly presented in this case. We also agreed that the issuance of local forms is governed by Section 324.12 of the Administrative Support Manual (ASM). The locally developed form (5M-001, Router Assignment Form) was properly promulgated in accordance with existing regulations and this grievance is settled as follows:

The form cited in this grievance is being used as a management tool for date collection and the assignment and matching of router work load and work hours and may not be used as a basis for discipline. Further, this form is not to be used to develop work and/or time standards or to determine whether they have been met.

Accordingly, management may continue to use the Router Assignment Form 5M-001.

M-01334 Pre-arbitration Settlement, July 16, 1998, H90N-4H-C 96029292

The issue in this grievance is whether management violated the National Agreement by developing a local form which was not approved in accordance with the ASM. The development of local forms is governed by the ASM. This grievance concerns a letter which is being issued to employees locally, entitled, "Accident Repeater Alert!!!

During our discussion, we mutually agreed that the development of local forms is governed by the ASM. Therefore, the issuance of the "Accident Repeater Alert!!! letter will be discontinued.

M-01361 Step 4 Settlement, October 22, 1998, D94N-4D-C 96071608

This grievance concerns the use of collection cards in an effort to improve service through proper collection of mail and the use of locally developed forms. After reviewing this matter, we mutually agreed that there is no dispute at this level concerning a carrier s responsibility for the collection of mail, and for the proper use of cards used to verify and/or remind carriers of such collections. The

parties further agree that management may document the fact that letter carriers have been given appropriate instruction on the proper handling of such cards. However, as these cards are not currently identified as accountable items in part 261 of Handbook M-41, carriers are not currently required to sign/initial to verify receipt of these cards. We also agreed that the issuance of local forms, and the local revision of existing forms is governed by Section 325.12 of the Administrative Support Manual (ASM). The locally developed forms at issue were not promulgated according to the ASM, Section 325.12. Therefore, management will immediately discontinue their use until such time as they comply with the above cited provision.

[M-01107](#) Pre-arbitration Settlement, November 24, 1992, H7N-2D-C 42122

The issuance of local forms, and the local revision of existing forms is governed by Section 324.12 of the Administrative Support Manual (ASM). The locally developed form was not promulgated according to ASM, Section 324.12. Therefore, management will discontinue the use of the subject form. See also [M-00808](#), [M-00809](#), [M-00821](#), [M-00849](#), [M-00852](#) and [M-00887](#).

Signing Forms

[M-00529](#) Step 4 Settlement, June 25, 1984, H1N-5K-C 20444

We found no requirement under the referenced sections of the P-23 Handbook that letter carriers initial, date or verify the time used for periodic safety talks on Form 2548-A. The referenced sections clearly concern initial craft skill training.

[M-00544](#) Step 4 Settlement, July 5, 1985, H1N-1J-C 40875

Management may document the fact that specific provisions of handbooks and manuals were reviewed by the carriers and that information regarding vehicle operations was given to the carriers. However, inasmuch as there is no national requirement for carriers to acknowledge that the subject information was received, carriers should not be required to sign a local form.

[M-01302](#) Pre-arbitration Settlement, February 24, 1998, H90N-4H-C 95018608

The issue in this grievance is whether management violated the National Agreement when a local policy was issued and carriers were required to sign off that they were present when the information was read to them. After reviewing this matter, the parties mutually agreed to the following: There is no requirement that a carrier sign that the subject information was received.

[M-00411](#) Step 4 Settlement, January 12, 1983, H1N-5K-C 6754

The issue in this grievance involves the requirement of carriers to record their daily leaving and return times on a tablet placed on the carrier cases. Such leaving and returning time notations are inappropriate and will be discontinued upon receipt of this decision.

[M-00069](#) Step 4 Settlement, November 3, 1983, H1N-4B-C 18836

Management required an employee involved in an accident, to complete the locally devised Accident

Prevention Inquiry Form. The completion of the local form by an employee shall be voluntary. However, an employee may be required to answer the questions verbally. Such information can then be documented by the manager on PS Form 1769.

M-00495 Step 4 Settlement, March 12, 1984, H8N-3U-C 19864

Management may complete Form 3971 for an employee who refused to work overtime; however, the employee cannot be required to sign the form.

M-00015 Step 4 Settlement, November 17, 1977, NC-S-8696

Signatures or initials may be required to verify attendance at a meeting, receipt of a document, etc. However, to require an employee to sign that he has read and understood instruction, as a condition of employment for which disciplinary action may be administered, is inappropriate. See also [M-00851](#).

M-00465 Step 4 Settlement, September 1, 1982, H1N-1N-C 325

PS Form 2548-A is completed by the training agent and/or immediate supervisor. The initialing of this form by an employee is not a condition of employment and employees should not be required to initial the form under the threat of disciplinary action.

M-00319 Step 4 Settlement, July 3, 1985, H1C-5D-C 30950

Management may document unsafe practices. However, inasmuch as there is no national requirement for employees to acknowledge that the subject information was documented, they should not be required to sign a local form, such as the one referenced to in this grievance.

M-01229 Step 4 Settlement, May 9, 1995, H90N-4H-C 94027675

The issue in these grievances is whether Management violated the National Agreement by developing and requiring carriers to sign a preprinted card apologizing for misdeliveries.

Development and issuance of local forms is governed by Section 325.12 of the Administrative Support Manual. Further, employees should not be required to sign cards such as the ones referenced in this grievance.

M-00328 Step 4 Settlement, May 26, 1972, N-W-315

It is the decision of the U. S. Postal Service that the signing of the form which is the subject of this grievance cannot be made a "condition of employment" and further that the failure of an employee to sign the attestation affixed thereto cannot be a subject for disciplinary action.

M-00942 Step 4 Settlement, June 13, 1989, H7N-5R-C 5943

The issue in this grievance is whether management violated the National Agreement by its use of a "Checklist of Unsatisfactory Casing Procedures" We agree that while the checklist is an appropriate means by which a supervisor may acquire a set of personal notes on the individual performance of his subordinates, a carrier may not be required to sign the checklist.

M-00851 Step 4 Settlement, July 1, 1988, H4N-5C-C 11608

Specifically, Signatures or initials may be required to verify attendance at a meeting, receipt of a document, etc. However, to require an employee to sign that he has read and understood instructions, as a condition of employment for which disciplinary action may be administered, is inappropriate. See also [M-00015](#).

M-01741 USPS Letter, February 18, 2011

(T)he Postal Service has eliminated the requirement for delivery employees to place their signature on PS Form 3849 to document delivery items, including Express Mail, where waiver of signature is requested.

Form CA-8 Claim for Continuing Compensation

M-00797 Step 4 Settlement, April 3, 1987, H4C-3A-C 25605

The issue in this grievance is whether management's instructions requiring employees on limited duty to pick up CA-8 forms during daytime hours at the Injury Compensation Office violates the National Agreement. During our discussion, we mutually agreed that the following constitutes full and final settlement of this case:

The said forms will be made available to employees in limited duty status on all tours.

Form CA-16 Request for Examination/ Treatment

M-01087 Step 4 Settlement, April 20, 1992, H7N-5K-C 31951

The issue in this grievance is whether forms CA-16, Request for Examination and/or treatment, must be maintained at the West Jordan Post Office.

During our discussion you were advised that the West Jordan installation now has forms CA-16 on hand and will maintain an adequate supply. The issue is considered moot.

Form 50 Notification of Personnel Action

See also

[Personnel File](#)

M-00819 Letter April 18, 1988

A Form 50 is processed to initiate a step deferral and when such deferral is subsequently canceled, appropriate action will be taken to ensure that reference to the canceled action does not appear in the employee's Official Personnel Folder or in the history section of subsequent Form 50s.

M-01442 Pre-arbitration Settlement, April 17, 2001, B94N-4B-C 97120651

An employee's Form 50 may reflect only one duty station. A Form 50 which lists more than one duty

station will be amended to reflect one duty station.

Form 1187 Dues Withholding

[M-00317](#) Step 4 Settlement, July 19, 1985, H4N-4J-C 2536

Completion of SF-1187 as identified in ELM 913.414 will be permitted during employee orientation in the areas designated by management.

Form 1188 Dues Revocation

[M-00918](#) Step 4 Settlement, April 13 1989, H4N-5M-C 46561

Inasmuch as the submission of PS Form 1188 was outside the window period as prescribed in Article 17 Section 7, the discontinuing of dues withholding was improper. The parties are directed to apply the principles outlined in case M-NAT-196 and M-W-166, issued by Arbitrator Sylvester Garrett, July 30, 1975 ([C-00723](#)).

[C-00723](#) National Arbitrator Garrett, July 30, 1975, M-NAT-196

Where dues for any given month are not deducted from the pay of an individual employee, by the Postal Service, pursuant to a valid checkoff authorization, the Service nonetheless is obliged under Article XVII, Section 7-A of the 1971 National Agreement to pay over to the Mail Handlers the amount of dues which should have been deducted.

Where innocent failure to check off dues pursuant to a valid checkoff authorization results in an overpayment of wages to an individual employee, no authorization by the individual is required to permit the Postal Service to recoup the amount of such overpayment in a subsequent pay period or pay periods.

Form 1260 Non-Transactor Time Card

[M-00414](#) Step 4 Settlement, November 14, 1977, NCS 7834

When the transactor unit is malfunctioning, employees will be allowed to clock-in on Form 1260 as provided in the M39 Handbook Section 215.2.

Form 1564 Carrier Route Instruction

[M-00134](#) Letter February 21, 1979

No time will be noted of Form 1564 when designating the approximate location where breaks are to be taken.

[M-00842](#) Step 4 Settlement, June 15, 1983, H1N-5G-C 10222

Those carriers not included in items 1 through 4 of footnote 2, on Form 1564-A, shall not be required to complete those portions of the form annotated by footnote 2, except at their option.

Form 1571 Report of Undelivered Mail

[M-00413](#) Step 4 Settlement, October 28, 1983, H1N-5F-C 12482

We agreed to settle this case based on our mutual understanding that forms 1571 and 3996 are to be completed on the day to which they apply.

[M-00971](#) Step 4 Settlement, July 23, 1990, H7N-5T-C 7855

If it is determined that the use of forms 1571 is of a recurring nature, then appropriate time should be entered on Line 21. If the use of these forms is not of a recurring nature, then the time should be entered on line 22 during the mail count and inspection. The determination of recurring or non-recurring must be made locally.

Form 1583 Application of Delivery Through Agent

[M-01224](#) Step 4 Settlement, August 16, 1995, E90N-4E-C 94055266

The issue in this grievance is whether Management violated the National Agreement by permitting a Commercial Mail Receiving Agency (CMRA) to deliver mall merchant's mail.

During our discussions the parties agreed that CMRA's are only allowed to handle merchant's mail when PS Form 1583 (Application of Delivery Through Agent) has been submitted by a merchant authorizing the release of their mail to a CMRA. Without a signed PS Form 1583, mail may not be released to a CMRA. These guidelines are contained in the Domestic Mail Manual (DMM), Section D042. In this case, there are no signed PS Form 1583's for all merchants at the Mall.

Form 1723 Assignment Order

See also

[204Bs](#)

Form 1750 Probationary Period Evaluation Report

[M-00354](#) Step 4 Settlement, March 3, 1978, NCC 9547

The use of PS Form 1750 is for the evaluation of probationary employees. The Postmaster is instructed not to use this form to evaluate employees who have completed their probationary period. See also [M-00020](#)

Form 1767 Report of Hazard, Unsafe Condition or Practice

[M-01285](#) Pre-arbitration Settlement, May 12, 1997, E90N-4E-C 93045300

The issue in this grievance is whether PS form 1767, Report of Hazard, Unsafe Condition or Practice, may be completed in an overtime status. During our discussion, it was mutual agreed that the following constitutes full and final settlement of this grievance:

1. The parties agree that PS Forms 1767 are normally completed during the course of an employee's work day, and that there may be occasions where the completion of PS form 1767 may be accomplished on overtime, depending on the local circumstances. Therefore, the parties agree there is nothing which prevents local management from approving overtime for the completion of PS Form 1767 in such circumstances.

Form 2146 Employee Claim for Personal Property

See also

[Employee Claims](#)

[M-00435](#) Step 4 Settlement, September 1, 1977, NCC 7656

The employee should have been supplied with a Form 2146 to file a claim for lost property whether or not management had determined the legitimacy of that claim. See also [M-00677](#)

[M-00677](#) Step 4 Settlement, September 1, 1977, NC-C-7656

[M-00677](#) is a duplicate memo to [M-00435](#)

Form 2444 Relocation Agreement

[M-00976](#) USPS Letter June 27, 1990

The union representatives requested that the PS Form 2444, Postal Service Relocation Agreement, be changed to specifically exclude employees exercising their retreat rights. They also requested that the 12-month commitment not be additive.

After considering all responses, we have decided not to make the 12-month commitment additive. However, we do not feel that the changing of the Form 2444 as requested by the unions is necessary. It is understood and accepted that the national agreement takes precedence over the relocation commitment. If a bargaining unit employee was involuntarily relocated and, within the 12month commitment period, exercises his/her retreat rights to return to the original duty station, the 12-month commitment would be waived by the Postal Service.

Form 2488 Authorization for Medical Report

[M-01441](#) Step 4 Settlement, April 19, 2001, D90N-4D-C 94025408

The issue in this case is whether management violated the National Agreement by requiring the grievant to sign PS Form 2488, "Authorization for Medical Report."

While we mutually agree that no national interpretive issue is fairly presented in this case, we resolve this case as follows:

Completion of PS Form 2488 by the employee is voluntary.

[M-01430](#) Step 4 Settlement, September 13, 2000, Q98N-4Q-C 00116558

Form CA-17 “Duty Status Report” is usually adequate to obtain medical information concerning an injured employee’s job-related medical condition and work restrictions. If a medical provider will not release the Form CA-17, without a medical release, PS Form 2488 may be used to secure the release. Completion of PS Form 2488 by the injured employee is voluntary, and Section 10.506 of the regulations governing claims under the Federal Employees’ Compensation Act sets forth the rules under which employing agencies may request medical reports from the attending physicians of injured employees.

[M-01738](#) Arbitration Withdrawal Letter, September 20, 2010, Q06N-4Q-C 09361503

NALC letter withdrawing this case from arbitration.

It remains the position of the NALC that the current PS Form 2488 does not comply with the Health Insurance Portability and Accountability Act (HIPAA) and regulations promulgated thereunder. It is our understanding that the Postal Service is willing to continue to discuss questions of HIPPA compliance. In any event, NALC reserves the right to seek an advisory opinion from the Office of Civil Rights of the Department of Health and Human Services with respect to PS Form 2488.

[M-01671](#) Interpretive Step Withdrawal January 30, 2008, Q01N-4Q-C 07201183

NALC letter withdrawing grievance because the Postal Service had withdrawn PS Form 2497, Election of Medical Care, on September 12, 2007.

Form 2548-A Training Record

[M-00465](#) Step 4 Settlement, September 1, 1982, H1N-1N-C 325

PS Form 2548-A is completed by the training agent and/or immediate supervisor. The initialing of this form by an employee is not a condition of employment and employees should not be required to initial the form under the threat of disciplinary action.

Form 3189 Temporary Schedule Change

See also

[Schedules](#)

[M-01079](#) Pre-arbitration Settlement, May 25, 1992, H7N-3W-C 36013

The issue in this grievance is whether an employee holding an approved Form 3189, Request for Temporary Schedule Change for Personal Convenience, may be required to work post-tour overtime.

During our discussion, we mutually agreed that the intent of filing a Form 3189 which requests an earlier leaving time is to obtain approval for the employee to leave at that earlier time. Consequently, it is inappropriate for management to approve such a form and then require the employee to work post-tour overtime in other than an emergency situation.

We further agreed that when a Form 3189 requesting an earlier leaving time is approved, the

requesting employee will be passed over for any overtime worked on that day as being unavailable. Thus, no grievances may be filed if employees with an approved Form 3189 are passed over. Likewise, no grievances will be filed on behalf of employees required to work overtime as a result of passing over an employee with an approved Form 3189.

M-01064 APWU Step 4 Settlement, May 13, 1985, H1C-5G-C-30220

An employee may sign, in his/her capacity as a union steward, agreement for his/her own request for a temporary schedule change (using PS Form 3189) prior to presentation to the supervisor involved for approval.

Form 3849 Delivery Notice

M-00149 Step 4 Settlement, May 13, 1977, NCN 3966

When a letter carrier is assigned to deliver registered or certified articles and numbered insured parcels, preparation of Form 3849 is a carrier function. Accordingly, if another craft is assigned the function of preparing Form 3849 that assignment must be made in accordance with the applicable provisions of Article VII of the 1975 National Agreement.

Form 3883 Firm Delivery Receipt for Accountable Mail

M-01608 Pre-arbitration Settlement, April 3, 2007, B94N-4B-C 96077075

PS Form 3883-A is an electronically generated version of manually prepared PS Form 3883. The parties agree that changing from use of manual Form PS 3883 to electronic PS Form 3883-A cannot be the sole reason for altering a past practice, as defined in Article 5 of the JCAM, on completing PS Form 3883.

M-01545 Pre-arbitration Settlement, August 4, 2005 G94N-4G-C 98039177

The parties agree that the locally developed form at issue may not be used in lieu of PS Form 3883, or its electronic equivalent PS Form 3883-A. Use of either PS Form 3883 or 3883-A requires the customer's signature on PS Form 3849 in accordance with current handbooks and manuals.

Form 3921 Daily Volume Worksheet

M-00067 Step 4 Settlement, June 9, 1983, H1N-3U-C 13925

The proper method of recording the disputed card mailing is contained in Management Instruction PO-610-79-24 (Delivery Unit Volume Recording). Sections VI.B.3 or 4 contain instructions for the flats. In accordance with these instructions, the route would receive credit for both the cards and the unlabeled flats. The cards would be credited in Column 7 on the PS 3921 and the flats would be included in Column 1 on the PS 3921-A.

M-01741 USPS Letter, February 18, 2011

(T)he Postal Service has eliminated the requirement for delivery employees to place their signature on PS Form 3849 to document delivery items, including Express Mail, where waiver of signature is requested.

Form 3971 Request for Leave

M-01955 Step 4 Settlement, July 22, 2021, Q16N-4Q-C 19234222

Settlement of national-level case Q16N-4Q-C 19234222 concerning whether the collective bargaining agreement was violated when the implementation of Arbitrator Goldberg's award in Case No. Q15C-4Q-C 17397250 was delayed while the decision was challenged in federal court. The parties agree that no national interpretive issue is presented in this case. United States District Court Case No. 1: 18-cv-02553 (CJN) was dismissed by a Stipulation of Dismissal between the Postal Service and the American Postal Workers Union (APWU) on April 23, 2021. In light of the stipulation, the Postal Service will implement the Goldberg award and revise the PS Form 3971, Request for or Notification of Absence and Section 514.4 of the Employee and Labor Relations Manual (ELM).

M-00119 Step 4 Settlement, November 21, 1978, NCS 12428

The record shows that the employee in question requested that he be allowed to leave early for personal reasons.

Under the circumstances, the eight hour guarantee provision was negated. However, in the future if a Form 3971 is used to record an early departure, the form should be completed at the time.

M-00998 Step 4 Settlement, April 11, 1991, H7N-3W-C 22137

The issue in this grievance is whether management may require an employee to complete PS Form 3971 to receive Continuation of Pay (COP).

During our discussion, we agreed that management may require an employee to complete PS Form 3971 to request Continuation of Pay. However, we also agreed that the proper response to an employee who fails to complete PS Form 3971 for COP is appropriate corrective action rather than withholding COP to which the employee is otherwise entitled.

M-00495 Step 4 Settlement, March 12, 1984, H8N-3U-C 19864

Management may complete Form 3971 for an employee who refused to work overtime; however, the employee cannot be required to sign the form.

M-01054 APWU Step 4 Settlement, September 3, 1985, H1C-3W-C-48121

The issue in this grievance involves management requiring employees to complete PS Forms 3971 at the Postal Source Data Site prior to obtaining their time badges following unexpected absences from duty. The parties at this level agree that the completion of a Form 3971 "upon/after return to duty" means while the employee is on-the-clock.

M-01579 Postal Service Correspondence June 20, 2006

Concerning PS Forms 3971 completed through eRMS/IVR, there is no change concerning the information that should be entered in the "time of call or request" box on the Form 3971.

Form 3982 Change of Address

M-00601 National Joint City Delivery Meeting November 17, 1983, page 1

Form 3982 is permissible for use by routers the same as for any city carrier occupying a regular assignment.

M-00256 Step 4 Settlement, October 18, 1982, H1N-5C-C 5793

The maintenance of Forms 3982, Changes of Address, is a function of the carrier craft as provided for in Part 240 of Methods Handbook, Series M-41.

M-00243 Step 4 Settlement, December 1, 1975, NBN 5989

If the occasion arises where a carrier would review the Forms 3982 during the week of count and inspection, the time utilized for this review would be entered on line 22 of the Form 1838. But See [M-00605](#), Item c.

Form 3996 Carrier Auxiliary Control

M-00294 Step 4 Settlement, March 2, 1984, H1N-5G-C 16766

In order not to undermine the purpose of the Form 3996, it is agreed that any employee who provides carrier assistance shall complete the lower portion of the Form 3996 as instructed on the form itself.

M-00189 Step 4 Settlement, July 28, 1981, H8N-5H-C 17726

Whether or not management violates Article 17 of the National Agreement by disallowing local stewards the use of PS Forms 3996 to document grievance activity. The sole purpose of PS Form 3996 is to record overtime and/or auxiliary assistance.

M-00661 Step 4 Settlement, November 28, 1978, NCS 11311

We mutually agreed that local management will observe the instructions on the reverse of Postal Service Form 3996.

M-00131 Step 4 Settlement, May 6, 1985, H1N-3W-C 42292

PS Forms 3996 are to be completed as provided for in Part 280 of Methods Handbook, Series M-41. Deviations from these instructions, including locally devised forms attached to the 3996, are not appropriate.

M-00144 Step 4 Settlement, May 8, 1979, NCS 13207

In accordance with the provisions of the 1978 National Agreement, upon request, a duplicate copy of the completed Form 3996 and Form 1571, Report of Undelivered Mail, etc. will be provided the carriers.

[M-00810](#) Step 4 Settlement, April 29, 1981, H8N-5H-C 15421

Forms 3996 are to be completed as provided for in M-41 Section 280d which states that item J (the reason for requesting assistance) should be omitted during the Christmas period.

[M-00823](#) Step 4 Settlement, April 8, 1988, H4N-5F-C 38907

PS Forms 3996 are to be completed as provided for in Part 280 of Methods Handbook, Series M-41. Deviations from these instructions, including locally devised rubber stamped modifications to the 3996 are not appropriate. Accordingly, the local Form 3996 modification is to be discontinued.

[M-01301](#) Step 4 Settlement, January 13, 1998, G94N-4G-C 97075358

The issue in this grievance involves management's use of a rubber stamp to record mail volume on Form 3996, Carrier-Auxiliary Control.

During our discussion, we mutually agreed that the issue in this case has been addressed in a previous Step 4 Settlement, agreement (H4N-5F-C 38907, 4/8/88) (M-00823) and is restated as follows:

PS Forms 3996 are to be completed as provided for in Part 280 of Methods Handbook, Series M-41. Deviations from these instructions, including locally devised rubber stamped modifications to the 3996 are not appropriate. Accordingly, the local Form 3996 modification is to be discontinued.

See also [M-00794](#), [M-00800](#), and [M-00823](#).

[M-00363](#) Step 4 Settlement, April 26, 1985, H1N-3W-C 32752

Letter carriers will not be required to enter volume figures on PS Forms 3996 unless the reason for the request is related to volume. If volume is required to be noted in linear measurement terms, it is not anticipated that letter carriers are to be expected to report anything more than their reasonable estimate of volume. See also [M-00850](#).

[M-00850](#) Step 4 Settlement, June 30, 1988, H4N-5T-C 39102

Specifically, letter carriers will not be required to enter volume figures on PS Form 3996 unless the reason for the request is related to volume.

[M-00413](#) Step 4 Settlement, October 28, 1983, H1N-5F-C 12482

We agreed to settle this case based on our mutual understanding that forms 1571 and 3996 are to be completed on the day to which they apply.

[M-00260](#) Step 4 Settlement, October 14, 1982, H1N-5K-C 3842

PS Forms 3996 are to be completed as provided for in Part 280 of Methods Handbook, Series M-41,

and on the reverse of the form itself. Deviations from these instructions, including requiring time clock rings on the form, are not appropriate.

M-01366 Pre-arbitration Settlement, October 21, 1998, H90N-4H-C 94048405

The issue in this case involved whether Management violated the National Agreement by not allowing individual carriers to personally observe the amount of DPS mail intended for delivery on their assigned routes, prior to determining the need for overtime/auxiliary assistance.

After reviewing this matter, it was agreed that if, while in the normal course of picking up DPS mail, a letter carrier determines the need to file a request for overtime or auxiliary assistance (or to amend a request that was previously filed), the carrier may do so at that time. The supervisor will advise the letter carrier of the disposition of the request or amended request promptly after review of the circumstances.

If the local parties have agreed upon a practice where the letter carrier has access to their DPS mail prior to filling out the request for overtime/auxiliary assistance, this settlement will not apply.

M-00794 Step 4 Settlement, May 29, 1987, H4N-5T-C 41388

Form 3996 is to be completed as provided for in Part 280 of the M-39 Handbook, Deviations from these instructions are not appropriate. Note: Part 280 as referenced in M-00794 is found in the M-41 and not the M-39 Handbook

M-00800 Step 4 Settlement, September 11, 1897, H4N-3A-C 7787

Form 3996 is to be completed as provided for in Part 280 of the M-39 Handbook, Deviations from these instructions, including locally devised rubber stamped modifications to the 3996 are not appropriate.

Form 3999 Inspection of Letter Carrier Route

See also

Route Inspections

Form 4098 Employee ID Card

M-00053 Step 4 Settlement, March 8, 1983, H1N-3T-C 13108

Letter carriers, while on duty away from the facility, should carry Form 4098 in their wallet, pocket, or purse, and display when identification is needed (Reference Part 273.223, ASM).

M-01249 Step 4 Settlement, June 19, 1996, J94N-4J-C 96025972

The issue in this grievance is whether the Postal Service violates the National Agreement by requiring employees to wear their identification badge with their social security number exposed. Employees may request new identification badges in accordance with the procedures outlined in

Postal Bulletin 21485 dated November 15, 1984. See also [M-00085](#) and [M-00120](#).

Note: *Postal Bulletin 21485 dated November 15, 1984 provides that "This version calls for the employee's social security number to be placed on the reverse side of the form as Employee Identification Number. Placing the number there affords a greater measure of privacy."*

[M-00533](#) Step 4 Settlement, December 6, 1984, H1N-3W-C 34695

In accordance with ASM 273.272, management is proper in charging an employee for a lost badge. Management shall, however, inform an employee of a money demand under Article 28 of the National Agreement, and the demand must include the reasons therefore.

[M-00053](#) Step 4 Settlement, March 8, 1983, H1N-3T-C 13108

Letter carriers, while on duty away from the facility, should carry Form 4098 in their wallet, pocket, or purse, and display when identification is needed (Reference Part 273.223, ASM).

Form 4582-A Driver's Record

[M-00367](#) Step 4 Settlement, October 18, 1974, NBS 1998

With respect to the use of Form 4582-A, it is our determination that an employee who is being considered for renewal or reissuance of SF-46 is under no obligation to furnish information regarding his off-duty driving record, in view of the National Agreement, Article XXIX; the pertinent part of which reads, "When a revocation, suspension, or reissuance of an employee's SF-46 is under consideration, only his on-duty record will be considered in making a final determination." Accordingly, management is instructed to discontinue requiring employees who are being considered for reissuance or renewal of SF-46 to complete item number 15 of PS Form 4582-A.

Form 4583 Physical Fitness Inquiry for Motor Vehicle Operators

[M-01456](#) Step 4 Settlement, Settlement March 1, 2002, E98N-4E-C-02040097

The issue in this case is whether the Driver training Program. 43513-00, was violated by requiring employees to complete Question 18 of PS Form 4583, Physical Fitness Inquiry for Motor Vehicle Operators, as a requirement to drive a government vehicle.

It was mutually agreed that no national interpretive issue is fairly presented in this case. It was further agreed that for routine use (for current employees rather than applicants) of Postal Form 4583, Physical Fitness Inquiry for Motor Vehicle Operators, Sections c. through g. and i. through q. are not completed in Question 18.

Form 8139 Protecting Mail

[M-01108](#) USPS Letter July 21, 1992

Letter transmitting draft of November 12, 1992 Postal Bulletin Notice concerning PS Form 8139.

This form may only be used in the pre-employment process to advise potential employees of their responsibilities concerning the security of mail. Any other use should be grieved.

GRIEVANCE PROCEDURE

See also

[Arbitration](#)

The primary source for information about the grievance procedure is the *Joint Contract Administration Manual (JCAM)*. The material below is supplemental.

[M-01648](#) **Memorandum September 11, 2007**

Re: Article 15—Dispute Resolution Process

Additional provisions concerning Article 15, Grievance-Arbitration Procedure and Step B Dispute Resolution Teams.

[M-01314](#) **Joint Dispute Resolution Process Test, May 1, 1998**

Questions and Answers on USPS/NALC Dispute Resolution Process

[M-01666](#) **Interpretive Step Settlement July 30, 2007, Q01N-4Q-C 07037323**

The issue in this case is whether management violated the April 25, 2002 Memorandum of Understanding, Re: Article 15 Dispute Resolution Process, by not activating certain individuals to act as Step B team members. The Postal Service affirms that both management Step B representatives referenced in the Interpretive Step appeal ended their service as Step B representatives for reasons consistent applicable provisions of the April 25, 2002 Memorandum. To provide a more efficient process, the parties agree to revise the April 25, 2002 MOU Re: Article 15 Dispute Resolution Process.

The terms of this settlement became effective September 11, 2007 with ratification of the 2006-2011 National Agreement.

[M-01569](#) **Memorandum April 25, 2006**

Joint USPS/NALC Dispute Resolution Process (DRP) Memorandum to USPS Area Managers of Labor Relations and NALC National Business Agents, addressing: timeliness at various steps in the DRP; the last day to mail the appeal to Formal Step A; and the use of G-10 envelopes for appeals.

[M-01517](#) **USPS Letter May 31, 2002**

Compliance with arbitration awards and grievance settlements is not optional. No manager or supervisor has the authority to ignore or override an arbitrator's award or a signed grievance settlement. Steps to comply with arbitration awards and grievance settlements should be taken in a timely manner to avoid the perception of non-compliance, and those steps should be documented.

M-01492 USPS-NALC Joint Statement Of Expectations, July 2003

The parties at the national level commit to the following principles of conduct when addressing disputes under Article 15 of the National Agreement. We believe these principles are essential to the effectiveness of any dispute resolution process as well as effective working relationships between the union and management. Our expectation is that these principles will guide union and management representatives at all levels of the organization.

We will do our best to understand and respect each other's roles, responsibilities, interests, and challenges.

We will make every effort to establish and maintain a more constructive, and cooperative working relationship between union and management at all levels of the organization by promoting integrity, professionalism, and fairness in our dealings with each other.

We are committed to honoring our labor contract and the specific rights and responsibilities of the parties set forth therein.

We will work together to prevent contract violations through communication, training, and good faith efforts to anticipate workplace problems and resolve disputes in a timely manner.

We are committed to eliminating abuses of our grievance-arbitration procedure, such as the filing of unwarranted grievances to clog the system or a refusal to resolve grievances even where there are no legitimate differences of opinion between the parties.

We are committed to mutual and joint efforts to improve the workplace environment and to improve the overall performance of the Postal Service.

We will make every effort to resolve our disputes in a professional manner and to avoid any unnecessary escalation of disputes which may adversely impact adherence to the above principles or adversely influence union-management relationships at other levels of the organization.

M-01875 Memorandum of Understanding, April 4, 2016 – PS Form 8190

The NALC and the Postal Service agreed to revise PS Form 8190, USPS-NALC Joint Step A Grievance Form. The revised form, dated March 2016, simply updates the instructions section on page two in order to reflect the language from the first paragraph on page 15-4 of the July 2014 NALC-USPS Joint Contract Administration Manual (JCAM).

C-03235 National Arbitrator Garrett, July 30, 1975, NB-NAT-2705

(Reading Time Dispute) National level interpretive grievance may not be used as a vehicle for considering individual grievances as a sort of class action; issues of compliance with the Fair Labor Standards Act are not within the proper scope of a national level dispute; Article XLI, Section 3.K. of the new M-41 Handbook requires payment to a carrier for time spent studying the new handbook at the direction or with the permission of the Postal Service, but only for a reasonable time. Whether individual carriers are entitled to compensation under Article XLI, Section 3.K. shall be handled

through the Article XV grievance procedure with due regard to the facts in each individual case.

M-00878 Step 4 Settlement, November 14, 1988, H4N-3R-C 43838

It is not required that investigation of a grievance be completed before a grievance may be appealed to another step of the grievance procedure.

M-00773 Step 4 Settlement, August 16, 1979, N8N-0027

We mutually agree that the disclosure provisions set forth in Article 15, 17 and 31 of the 1978 National Agreement intend that any and all information which the parties rely on to support their positions in a grievance is to be exchanged between the party's representatives to assure that every effort is made to resolve grievances at the lowest possible level.

M-01386 Step 4 Settlement, January 13, 1999, E94N-4E-C 99001405

We agree that where the local parties are in mutual agreement, grievance discussions may take place via telephone. See also [M-00909](#).

M-00909 Step 4 Settlement, March 23, 1989, H7N-5K-C 4965

We agree that where the local parties are in mutual agreement, grievance discussions may take place via telephone. See also [M-01386](#).

M-00962 Step 4 Settlement, March 13, 1990, HRP 1071-0044-89

Under the Modified 15, UMPS, or Human Relations Principle (HRP) Programs, grievances must be discussed at Step 3 prior to appeal to Step 4 of the grievance arbitration procedure.

M-00965 Memorandum of Understanding, June 29, 1990

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNITED STATES POSTAL SERVICE

AND THE

NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

The parties agree that to better utilize the Step 4 grievance procedure, when grievances at the third step of the grievance procedure involve the same, or substantially similar issues or facts as the grievances identified in the attached list of "representative" grievances pending at the national level, the grievances will be held at the third step of the grievance procedure.

Commencing from the date of this agreement the parties at the national level will meet not less than once per postal quarter to mutually agree to add "representative" national grievances to the list, which will be provided to the parties at the regional level. Further, the parties agree that "representative" national grievances can be mutually added to the list at any time.

The parties at the regional level will execute an agreement (copy attached) at Step 3 identifying the

"representative" national grievance number under which the Step 3 grievance shall be held. All other grievances which have been mutually agreed to as involving the same, or substantially similar issues or facts as those identified in the "representative" national grievance shall be held at Step 3 pending resolution of the "representative" national grievance, provided they were timely filed at step 1 and properly appealed to Steps 2 and 3 in accordance with the grievance procedure.

Following resolution of the "representative" national grievance, the parties involved in that grievance shall meet at Step 3 to apply the resolution to the other pending grievances involving the same, or substantially similar issues or facts. Disputes over the applicability of the resolution of the "representative" grievance shall be resolved through the grievance-arbitration procedures contained in Article 15 of the National Agreement; in the event it is decided that the resolution of the "representative" national grievance is not applicable to a particular grievance, the merits of that grievance shall also be considered.

Each party at the regional level shall maintain a system to identify and track the grievances being held. Further, the regional parties will meet within 30 days from receipt of the resolution of the "representative" national grievance. At that meeting the parties will apply the resolution to the case(s) being held at the third step of the grievance procedure.

M-01172 Memorandum of Understanding, October 3, 1989

Jurisdictional issues, arising under the Modified Article 15 pilot program, will not be addressed by arbitrators in that forum.

Whenever jurisdictional issues are raised under the Modified Article 15 pilot program, and no resolution is reached by the parties at Step 2, the Union may appeal such issues to the regional level of the regular grievance and arbitration procedure. Such issues will be processed pursuant to those provisions under Article 15 of the National Agreement.

M-01464 Memorandum of Understanding

Re: Article 15 Implementation – 2001-2006 National Agreement

During national contract negotiations in the fall of 2001, the parties rewrote Article 15 to incorporate the new process. While the new Article 15 reflects most of the DRP as implemented nationally, several significant refinements to the process were made. In an effort to ensure a seamless transition, the parties agree that the below-identified sections of Article 15 will become effective on July 8, 2002.

M-01785 Memorandum of Understanding, April 18, 2012

Re: Revised Form PS 8190

The parties agree to the attached jointly revised PS Form 8190, *USPS-NALC Joint Step A Grievance Form (April 2012)*. The revised form will fully replace the August 2002 version of the PS Form 8190 as soon as practicable.

The parties further agree that the use of a predecessor version of PS Form 8190 does not in and of itself constitute a procedural error under the grievance-arbitration procedure. Such grievance appeals will be processed pursuant to Article 15 of the National Agreement.

Note: *The revised PS Form 8190 as of March 2016 is the most current version. See [M-01875](#).*

Informal Step A

Material below referring to Step 1 of the old grievance procedure, applies to Informal Step A of the current procedure.

[M-00824](#) Step 4 Settlement, February 26, 1988 H4N-5E-C 36561

The term immediate supervisor as written in Article 15, Section 2, Step 1(a) of the National Agreement may be an acting supervisor (204b).

[M-01065](#) Pre-arbitration Settlement, April 2, 1992, H7N-5R-C 26829

The issue in this grievance is whether the Union should be given the opportunity to be present when management and an employee adjust a Step 1 grievance and the employee has not asked to be accompanied and represented by a shop steward or union representative.

We agreed to the following as a full settlement of the issues raised, recognizing that the terms of this settlement are applicable only to formally declared Step 1 grievances.

The parties recognize that Article 15 distinguishes between two aspects of a Step 1 meeting, the discussion, and the adjustment. While both of these may occur at the same meeting, the adjustment may also be issued as much as five days following the discussion. A settlement would be considered part of the adjustment phase of the procedure.

We agreed that a grievant has the option to exclude a steward from the discussion portion, where the merits of the grievance are discussed by the grievant and management. However, absent waiver by the bargaining representative Section 9(a) of the National Labor Relations Act requires that the bargaining representative be given the opportunity to be present at the adjustment portion of the grievance procedure. The bargaining representative need not be given an opportunity to be present if the grievance is denied at Step 1.

Finally, we agreed that this settlement has prospective effect only, and will not be used to invalidate any Step 1 settlements reached prior to its issuance. See also [M-00684](#).

[M-00937](#) Pre-arbitration Settlement, 1974, RA-73-1740

The Postal Service acknowledges its obligation under Section 9(a) of the National Labor Relations Act, which provides in part: "That any individual employee... shall have the right at any time to present grievances to (his) employer and to have such grievances adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect: Provided further, that the bargaining

representative has been given the opportunity to be present at such adjustment."

M-00648 Step 4 Settlement, August 12, 1983, H1N-5G-C 8564

The local union has a right to be notified of a settlement or adjustment which occurred at Step 1 of the grievance procedure.

M-00223 Step 4 Settlement, March 21, 1986, H4N-3W-C 8797

The grievant has a right to be present when the Step 1 grievance decision is rendered. In addition, the supervisor should state the reasons for the decision in accordance with Article 15, Section 2.c of the National Agreement.

M-00329 Step 4 Settlement, June 2, 1972, NS 401

It is the position of the U.S. Postal Service that Article 15, Section 2, Step 1 grants the representative of the employee the right not only to be present but also to speak on behalf of the employee at the Step 1 meeting.

M-00717 Step 4 Settlement, June 13, 1977, NC-NAT-4702

When the union files a grievance at Step 1, the authorized union official filing the grievance is the only appropriate party required to meet with the supervisor and discuss the grievance pursuant to Article XV, Section 2, Step 1 of the National Agreement.

M-00374 Step 4 Settlement, September 26, 1974, NB-E-16S1

A grievance may be filed upon receipt of the proposal notice.

M-01142 Step 4 Settlement, May 25, 1993, H1C-5C-C 7210

The PS Form 2608 is not completed by the Postal Service at the time of the Step 1 discussion. Therefore, it is not available for the union to review until Step 2. If the union requests to view the completed Form 2608 at Step 2 or any subsequent step of the grievance procedure, it will be made available.

Formal Step A

Material below referring to Step 2 of the old grievance procedure, applies to Formal Step A of the current procedure.

M-00578 Step 4 Settlement, November 25, 1980, H8N5BC12778

The question raised in this grievance involves whether, under the terms of the National Agreement, management should have allowed the grievant to attend the Step 2 meeting. After further review of this matter, we mutually agreed that no National interpretive issue is fairly presented in the particulars evidenced in this case. Accordingly, we further agreed to remand this case to the parties at Step 3, for further remanding to Step 2. A Step 2 meeting will be held with the grievant in attendance, and compensation will be granted for time spent at the meeting excluding travel time to

and from the meeting provided such time is part of the grievant's regular schedule.

[M-01423](#) Step 4 Settlement, April 8, 1999, I94N-4I-C 99008899

There is no language in the National Agreement which prohibits designating a Step 2 representative outside an installation of more than 20 employees, in these situations, if the Step 2 meetings have been held in the installation, that practice will continue absent an agreement to the contrary. Both parties recognize their respective obligation to meet contractual grievance processing time limits unless there is mutual agreement to extend those time limits.

[M-00790](#) Step 4 Settlement, May 22, 1987, H4N-1E-C 28034

The necessity of the presence of a grievant at a Step 2 meeting is determined by the Union. See also [M-01068](#).

[M-01068](#) Step 4 Settlement, March 30 1992, H7N-3W-C 37670

Utilizes the language in Step 4 settlement in case H4N-1E-C 28034 which states: "The necessity of the presence of a grievant at a Step 2 meeting will be determined by the union." See also [M-00790](#).

[C-03214](#) National Arbitrator Mittenthal, January 18, 1982, N8N-0221

Management is not required to pay a grievant for time spent traveling to and from a Step 2 meeting.

[M-00577](#) Step 4 Settlement, November 25, 1980, H8N-5B-C 13172

A grievant is entitled to attend the Step 2 meeting and shall be compensated for time spent at the meeting excluding travel time to and from the meeting, provided such time is part of the grievant's regular schedule. See also [M-00578](#) and [M-00611](#).

[M-00716](#) Step 4 Settlement, June 18, 1980, N8-S-0330

Union stewards are paid for the time actually spent at Step 2 meetings with the employer provided such meetings are held during their regular work day; however, there are no contractual provisions which would require the payment of travel time or expenses

[M-00449](#) Step 4 Settlement, March 25, 1977, NCS 4634

It is not the intent of the Postal Service to exclude a grievant from a meeting held pursuant to Step 2 A of the grievance procedure. Although we do not believe in most instances the grievant's presence will be beneficial to speedy resolution of a problem, we will not exclude him if he insists on being present.

[M-00952](#) Step 4 Settlement, October 13, 1976, NC-W-3083

The Union is not precluded from having the Branch President, acting as Chief Steward, present a grievance at Step 2 in lieu of the steward.

[M-00290](#) Step 4 Settlement, November 18, 1983, H8N-3U-C 16250

Both the union and the Employer have historically had persons other than the actual designated

representatives attend Step 2 meetings as observers. However, such persons shall attend at the mutual consent of the parties designated to discuss the grievance. See also [M-00807](#).

[M-00807](#) Step 4 Settlement, September 2, 1987, H4N-5T-C 43097

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. This is a local issue which may be resolved by application of the agreement reached in case no. H8N-30-C 16250 (copy attached).

[M-01145](#) APWU Step 4 Settlement, December 7, 1979, A8-S-0309

We mutually agree that a steward is allowed a reasonable amount of time on-the-clock to write the Union statement of corrections and additions to the Step 2 decision. This is considered part of the Step 2 process. The Union statement should relate to incomplete or inaccurate facts or contentions set forth in the Step 2 decision.

[M-00611](#) Step 4 Settlement, November 25, 1980, H8N5BC13030

After further review of this matter, we mutually agreed that no National interpretive issue is fairly presented in the particulars evidenced in this case. Accordingly, we further agreed to remand this case to the parties at Step 3, for further remanding to Step 2. A Step 2 meeting will be held with the grievant in attendance, and compensation will be granted for time spent at the meeting excluding travel to and from the meeting provided such time is part of the grievant's regular schedule.

[M-01142](#) Step 4 Settlement, May 25, 1993, H1C-5C-C 7210

The PS Form 2608 is not completed by the Postal Service at the time of the Step 1 discussion. Therefore, it is not available for the union to review until Step 2. If the union requests to view the completed Form 2608 at Step 2 or any subsequent step of the grievance procedure, it will be made available.

[M-01172](#) Memorandum of Understanding, October 3, 1989

Jurisdictional issues, arising under the Modified Article 15 pilot program, will not be addressed by arbitrators in that forum.

Whenever jurisdictional issues are raised under the Modified Article 15 pilot program, and no resolution is reached by the parties at Step 2, the Union may appeal such issues to the regional level of the regular grievance and arbitration procedure. Such issues will be processed pursuant to those provisions under Article 15 of the National Agreement.

Interpretive Step

Material below referring to Step 4 Settlement of the old grievance procedure, applies to Interpretive Step of the current procedure.

[M-01631](#) Interpretive Level Disputes Resolved with 2006 National Agreement, December 19, 2007

The parties agree to the following guidelines for processing cases that are being held at all steps of the grievance-arbitration procedure for the below-listed national level disputes. The parties further agree that once the principles of the national level grievance resolution are applied to a held grievance, the case should be reviewed to determine whether it includes an issue(s) outside the interpretive issue. If another issue(s) is involved, the other issue(s) should be addressed pursuant to the provisions of Article 15 of the National Agreement.

- Q01N-4Q-C-05022605—Carrier Optimal Routing (COR). The agreement states: "Any grievance held pending a decision on this case will be resolved consistent with the principles of this agreement." The terms of this settlement should be applied to the specific circumstances of each grievance to resolve the dispute.
- Q01-N-4Q-C-06187579—S-999 Mail: Apply the terms of the settlement to grievances held for this interpretive dispute.
- Q98N-4Q-C-01045570, Q98N-4Q-C-00189522—Third Bundle: This settlement contains specific instructions for held cases: "This agreement resolves and closes all outstanding disputes at all levels of the grievance-arbitration procedure concerning city carriers on park and loop or foot routes being required to carry three bundles. The parties will meet at the appropriate level on all held cases to determine if they involve other issues. If a grievance contains issues other than third bundle, those issues will be addressed pursuant to Article 15 of the National Agreement." If a grievance involves only the third bundle issue, it should be closed pursuant to this settlement.
- Q01N-4Q-C-05022610—Delivery Operations Information System (DOIS): The terms of the settlement should be applied to DOIS disputes held for this interpretive dispute. Note that those cases involving minor route adjustments should continue to be held pending instructions from the task force established pursuant to the Memorandum of Understanding, Re: Alternate Route Evaluation Process.
- Q01N-4Q-C-07091320—Flat Sequencing System (FSS): This settlement states: "This agreement resolves and closes all outstanding disputes at all levels of the grievance-arbitration procedure concerning FSS impact and the associated employment of Transitional Employees." If a grievance involves only FSS impact and/or the associated employment of Transitional Employees, it should be closed pursuant to this settlement. The settlement does not address withholding disputes such as when or how long a position may be withheld, whether more than the authorized number of positions were withheld, or whether the appropriate position(s) was withheld (i.e., the position(s) which would minimize disruption and inconvenience to the employee). Such grievances should be processed using pages 12-12 through 12-14 of the November 2005 JCAM as a guide.
- Q01N-4Q-C-07037323—Dispute Resolution Process (DRP): Any pending disputes held for this national level grievance should be forwarded to the National Business Agent and Area Manager Labor Relations for resolution.

Any questions regarding application of the above-referenced settlements to held cases should be

directed to the National Business Agent and Area Manager Labor Relations.

M-01501 Interpretive Step October 22, 2003, E98N-4E-C-00169070

After reviewing this matter, we mutually agree that no national interpretive issue is presented in this case. It is agreed that either party may place a case appealed to Regional arbitration on hold, pursuant to Article 15.4.B.5 of the 2001-2006 National Agreement, pending the consideration of the interpretive issue by their national representative at any point prior to an arbitrator issuing a written decision. Such referral to the interpretive step is not subject to regional arbitral review. As the subject case was referred to the national level prior to Arbitrator Bajork's February 8 award, the award is considered invalid and without standing. The parties further agree to close this case, as the underlying grievance is now moot.

C-00431 National Arbitrator Mittenthal, January 18, 1983, H8C-4C-C 12764

A grievance may be withdrawn from regional level arbitration and referred to Step 4 Settlement, even after the case has been presented to the arbitrator.

C-20300 National Arbitrator Snow, January 1, 2000, Q94N-4Q-C 98062054

The NALC, when it has intervened in an area-level arbitration case, has a right to refer the case to Step 4 Settlement, of the grievance procedure.

M-01391 Step 4 Settlement, October 25, 1999, G94N-4G-C 98024445

The parties agreed there is no dispute between the parties that Step 4 Settlement, grievance settlements are precedential and binding, unless otherwise agreed between the national parties.

Whether or not a particular Step 4 Settlement, settlement is applicable to a particular case is not an interpretive issue and is suitable for regional arbitration.

M-01196 Step 4 Settlement, June 27 1994, E90N-6E-C 94042837

During our discussion, we mutually agreed that upon intervention at a hearing, the intervening union becomes a full party to the hearing. As a party, the intervening union has the right to refer a grievance to Step 4 Settlement.

M-00467 Step 4 Settlement, January 17, 1984, H1N-3A-D 24954

In most cases, a grievance involving discipline should be handled at the regional level where witnesses and the factual elements for determining just cause are most readily accessible. However, in a case where either party maintains that the grievance involves an interpretive issue under the 1981 National Agreement, or some supplement thereto, which may be of general application, the union representative shall be entitled to appeal an adverse decision to Step 4 Settlement, of the grievance procedure.

M-00963 Step 4 Settlement, April 20, 1990, H7N-3R-D 23724

We mutually agree that no national interpretive issue is fairly presented in this case. Accordingly, we

agree remand this case to the parties at the regional level, to be scheduled before the same arbitrator (if that arbitrator is still on the appropriate panel) who was originally scheduled to hear the case before it was referred to Step 4 Settlement.

M-00874 Step 4 Settlement, December 7, 1988, H4N-C 5S-46677/H4N-C 5S-47172

If management determines that a grievance is interpretive at the Step 3 level, it must affirmatively express as such in the decision letter.

Step B

M-01425 Step 4 Settlement, April 8, 1999, H94N-4H-D 98099738

There is no dispute at this level that the Dispute Resolution Team has the responsibility to develop a joint report of the decision which fully reflects the basis for the decision, which includes:

- Review of the USPS-NALC Joint Step A Grievance Form and grievance files to obtain a thorough understanding of the issues, facts, and contentions of the parties and research any remaining questions about the grievance.
- Share any additional relevant information.
- Conduct discussion of the grievance in a manner that is professional and will foster an atmosphere of good labor-management relations.
- Make an objective decision based on the facts, consistent with the National Agreement and then resolve the grievance if possible.
- Prepare a joint report of the decision which fully reflects the basis for the decision.
- Communicate the decision to the necessary parties.

M-01995 Memorandum of understanding, July 10, 2018

Re: Article 15 – Dispute Resolution Procedure Task Force

Memorandum of agreement in which the national parties agree that Step B teams are prohibited from citing or quoting regular panel arbitration awards in any decision unless the award is from the installation where the grievance arose and is relevant to the subject matter at issue. This policy shall continue until the national parties agree otherwise.

M-01840 Pre-arbitration Settlement, July 2, 2014, Q06N-4Q-C 09012746

Recently, our representatives met in pre arbitration discussions on the above-captioned case. After reviewing this matter, we mutually agree to resolve this case based on the following understanding:

While we agree that Step B resolutions must normally be complied with, the parties recognize that there are limited circumstances where a Step B settlement may be invalid (e.g., where a Step B resolution is based on fraud, misrepresentation, intentional concealment of facts, or mutual misunderstanding). Where the parties have a dispute as to whether a Step B settlement is invalid,

the issue is suitable for regular arbitration. However, before the case may be scheduled for regular arbitration the issue must be reviewed by the national level parties. If an arbitration hearing is subsequently held, the sole issue before the arbitrator will be whether the settlement is valid. In the event an arbitrator invalidates a Step B decision, the original dispute will be returned to Step B for determination on the merits, unless the parties at the Regional/Area level agree otherwise.

M-00874 Step 4 Settlement, December 7, 1988, H4N-C 5S-46677, H4N-C 5S-47172

If management determines that a grievance is interpretive at the Step 3 level, it must affirmatively express as such in the decision letter.

M-01083 Step 4 Settlement, May 8, 1992

The Step 4 representatives agree that where grievances involve the same interpretive issue one representative grievance will be advanced to Step 4 and the remaining grievances will be held at step 3 pending a decision on the representative grievance. When a decision is reached, that decision will apply to the other grievances which were held by the parties at Step 3 involving the same issue.

Where grievances involve the same interpretive issue but in the judgment of either of the parties also present other issues. the parties will hold those grievances at Step 3. When the interpretive issue has been decided, it will apply to the interpretive issue in these grievances and the parties will continue processing those grievances consistent with Article 15.

The intent of this agreement is to ensure that the minimum number of cases on each interpretive issue is advanced to Step 4. We agree that the national interpretive decision agreed to at Step 4 or awarded in national arbitration is binding on those cases held at Step 3 for disposition of the representative case. We further agree that that decision is binding for that issue in cases which are held at step 3 as outlined in paragraph 2 above.

M-01309 Pre-arbitration Settlement, May 6, 1998, Q94N-4Q-C 97008452

There is no dispute between the parties that additional facts and contentions not previously set forth in the record as appealed from Step 2 may be presented for the first time at Step 3 as reflected in Article 15, Section 2, Step 3, (c) which provides that a Step 3 decision ..,"shall state the reasons for the decision in detail and shall include a statement of any additional facts and contentions not previously set forth in the record of the grievance as appealed from Step 2."

We also agreed that disputes relative to whether particular issues or evidence were raised or offered at the Step 3 meeting are non interpretive and may be resolved by a regular panel arbitrator.

Held Cases

C-10198 National Arbitrator Britton, August 13, 1990, H7N-3S-C 21873

Where representative grievances are ruled untimely, the cases held for disposition of the representative grievances are nonetheless arbitrable.

M-01083 Step 4 Settlement, May 8, 1992

The Step 4 representatives agree that where grievances involve the same interpretive issue one representative grievance will be advanced to Step 4 and the remaining grievances will be held at step 3 pending a decision on the representative grievance. When a decision is reached, that decision will apply to the other grievances which were held by the parties at Step 3 involving the same issue.

Where grievances involve the same interpretive issue but in the judgment of either of the parties also present other issues. the parties will hold those grievances at Step 3. When the interpretive issue has been decided, it will apply to the interpretive issue in these grievances and the parties will continue processing those grievances consistent with Article 15.

The intent of this agreement is to ensure that the minimum number of cases on each interpretive issue is advanced to Step 4. We agree that the national interpretive decision agreed to at Step 4 or awarded in national arbitration is binding on those cases held at Step 3 for disposition of the representative case. We further agree that that decision is binding for that issue in cases which are held at step 3 as outlined in paragraph 2 above.

Payment

C-03214 National Arbitrator Mittenthal, January 18, 1982, N8N-0221

Management is not required to pay a grievant for time spent traveling to and from a Step 2 meeting.

C-04657 National Arbitrator Mittenthal, February 15, 1985, H1N-NA-C 7

The Postal Service is not required to pay Union witnesses for time spent traveling to and from arbitration hearings.

C-02875 National Arbitrator Aaron, November 10, 1980, H8N-5K-C 14893

The union did not waive claims for compensation where the question of compensation for stewards who, because of management's refusal to recognize them, were forced to process grievances "off-the-clock" was never raised in negotiation of the Pre-arbitration Settlement, or mutually understood by the parties to include that issue.

M-00716 Step 4 Settlement, June 18, 1980, N8-S-0330

Union stewards are paid for the time actually spent at Step 2 meetings with the employer provided such meetings are held during their regular work day; however, there are no contractual provisions which would require the payment of travel time or expenses

M-00643 Step 4 Settlement, March 20, 1975, NBN 3529

As a general rule, grievance meetings should not be scheduled off the clock.

M-00101 Step 4 Settlement, September 8, 1976, NCN 2064

The National Agreement requires that employee witnesses shall be on Employer time when

appearing at the arbitration hearing, provided the time is during the employee's regular working hours. There is no distinction made in this section as to whether testimony is given or whether such testimony is relevant.

Continuing Violations

[C-13671](#) National Arbitrator Mittenthal, June 16, 1994, H1M-5D-C 297

"Assume for the moment, consistent with the federal court rulings, that the Postal Service incorrectly calculated FLSA overtime, for TCOLA recipients under the ELM. Each such error would have been a separate and distinct violation.

We are not dealing here with a single, isolated occurrence. Management was involved in a continuing violation of the ELM. The affected employees (or NALC) could properly have grieved the violation on any day the miscalculation took place and such grievance would be timely provided it was submitted within the fourteen-day time limit set forth in Article 15. This is precisely the kind of case where a "continuing violation" theory seems applicable. To rule otherwise would allow an improper pay practice to be frozen forever into the ELM by the mere failure of some employee initially to challenge that practice within the relevant fourteen-day period."

Law, Enforcement of

[M-01316](#) Pre-arbitration Settlement, May 21, 1998, F94N-4F-C 96032816

The parties agree that pursuant to Article 3, grievances are properly brought when management's actions are inconsistent with applicable laws and regulations.

[C-06858](#) National Arbitrator Bernstein, March 11, 1987, H1N-5G-C 14964

Article 5 of the National Agreement serves to incorporate all of the Service's "obligations under law" into the Agreement, so as to give the Service's legal obligations the additional status of contractual obligations as well. This incorporation has significance primarily in terms of enforcement mechanism--it enables the signatory unions to utilize the contractual vehicle of arbitration to enforce all of the Service's legal obligations. Moreover, the specific reference to the National Labor Relations Act in the text of Article 5 is persuasive evidence that the parties were especially interested in utilizing the grievance and arbitration procedure spelled out in Article 15 to enforce the Service's NLRB commitments.

Scope

[M-01273](#) Step 4 Settlement, January 2, 1997, B94N-4F-C 96069778

The issue in this case is whether those Memorandums of Understanding not included in the EL-901, National Agreement, are still in effect.

The parties agreed that the Memorandums of Understanding printed in the EL-901, National Agreement, between the U.S. Postal Service and the National Association of Letter Carriers for 1994-1998, are not the only Memorandums of Understanding in effect and that the "Work Assignment Overtime" Memorandum of Understanding, dated May 28, 1985, is in full force and effect.

Memorandum of Understanding 1990 National Agreement, June 12, 1991

Re: Processing of Post-Removal Grievances.

The parties agree that the processing and/or arbitration of a nondisciplinary grievance is not barred by the final disposition of the removal of the grievant, if that nondisciplinary grievance is not related to the removal action.

C-06363 National Arbitrator Bernstein, July 21, 1986, H1N-4E-C 9678

A grievance may not be initiated by a retired employee.

M-00226 Memorandum of Understanding October 16, 1981

It is agreed by the United States Postal Service; National association of Letter Carriers, AFL-CIO; and the American Postal Workers Union, AFL-CIO, that the processing and/or arbitration of a grievance is not barred by the separation of the grievant, whether such separation is by resignation, retirement, or death.

C-09917 National Arbitrator Mittenenthal, March 26, 1990, H7N-5P-C 1132

A letter carrier's pre-removal grievance did not survive his later discharge.

Note: *This decision has been superseded by the 1990 Memorandum of Understanding on the processing of post-removal grievances.*

M-01178 Step 4 Settlement, February 14, 1994, HoN-1F-C 2820

The issue in this case is whether an internal management document can constitute a violation of the National Agreement.

The parties agree that internal correspondence between management officials is not a grievable matter. However, the union may, and in fact has, in separate grievances, grieved action taken by management consistent with the opinions expressed in the document.

This settlement is without prejudice to either party's position with regard to separate grievances on the issue of management actions that may be consistent with the document at issue. Moreover, the settlement does not reflect any alteration in the parties' understanding of what matters are or are not grievable under the National Agreement.

C-06949 National Arbitrator Bernstein, April 18, 1987, H1N-3D-C 40171

The NALC does not have standing to bring a grievance on behalf of a rural carrier. The NALC/APWU contract does not create substantive rights for employees outside of the bargaining units represented

by the unions. Only the NRLCA is entitled to bargain on behalf of rural carriers, and the NALC is not entitled to intrude itself into that process.

[M-00018](#) Step 4 Settlement, May 19, 1983, H1N-4B-C 11678

The issue presented in the grievance pertains to the status of the grievant subsequent to reassignment to a position within the bargaining unit for which the American Postal Workers Union is the exclusive bargaining agent. Only the APWU has the right to pursue a grievance relevant to the issue presented, and the grievance presented by the NALC is procedurally defective. Local management will notify the grievant and the local union having jurisdiction of our decision. Time limits will be waived and a Step 1 grievance initiated by either party will be accepted relevant to this issue within 14 days of their notification.

Note: *This settlement must be read in conjunction with [M-01120](#).*

[M-01120](#) Memorandum of Understanding, January 29, 1993

1. By accepting a limited duty assignment, an employee does not waive the opportunity to contest the propriety of that assignment through the grievance procedure, whether the assignment is within or out of his/her craft.
2. An employee whose craft designation is changed as a result of accepting a limited duty assignment and who protests the propriety of the assignment through the grievance procedure shall be represented during the processing of the grievance, including in arbitration, if necessary, by the union that represents his/her original craft.

For example, if a letter carrier craft employee is given a limited duty assignment in the clerk craft, and grieves that assignment, the employee will be represented by the NALC. If a clerk craft employee is given a limited duty assignment in the letter carrier craft, and grieves that assignment, the employee will be represented by the APWU

[M-00114](#) Step 4 Settlement, March 28, 1985, H1N-5H-C 28873

There is no prohibition against supervisors asking carriers for estimated leaving and return times; however, use of the information and/or actions resulting from having the information are appropriate subjects for scrutiny under the grievance-arbitration procedures. See also [M-00853](#)

[C-00591](#) National Arbitrator Aaron, October 31, 1980, A8-NA-0371

Experimental programs are not covered by the National Agreement.

[M-00944](#) Step 4 Settlement, August 17, 1989, H7N-4J-C-13361

The issue in this grievance is whether the grievant was entitled access to his psychological records pursuant to 353 of the Administrative Support Manual (ASM).

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agree that this dispute is subject to the Grievance and Arbitration procedure and resolvable by an arbitrator.

M-01502 Pre-arbitration Settlement, April 29, 2003, B94N-4B-C 99258223

Concerning the scope of the grievance procedure in cases involving on-the-job injuries and citing JCAM page 15-1 as the controlling authority.

M-00769 Step 4 Settlement, July 1, 1981, H8N-5G-D-15754

Management recognizes that an employee who is discharged and who is subsequently returned to duty through the grievance arbitration procedure will be returned to the position that he held prior to removal except when the parties agree otherwise or when the arbitrator returns an employee to a position other than that position in which he held prior to the removal action.

M-01220 Step 4 Settlement, July 26, 1995, H90N-4H-C 95036579

DPS issues may be discussed in the UMPs process, unless the UMPs agreement provides otherwise, or unless the case involves an issue which is pending at the national level.

Intervention Process

M-01496 USPS-NALC Intervention Process Joint Expectations, August 28, 2003

In conjunction with finalizing the dispute resolution language in Article 15 of the 2001 National Agreement, the national parties agreed to develop an Intervention Process for the purpose of identifying and responding to locations which are unable to efficiently and expeditiously address disputes pursuant to Article 15.

The National Business Agent and the Area Manager, Labor Relations are responsible for the Intervention Process in their jurisdictions. They or their designees will jointly assess needs and develop appropriate responses to intervention candidate sites.

The following are the expectations of the national parties:

Interveners will work together to promote and maintain a cooperative working relationship based on integrity, professionalism, and fairness at all levels of the organization.

Interveners will be committed to eliminating abuses of our grievance-arbitration procedure, such as the filing of unwarranted grievances to clog the system or a refusal to resolve grievances even when there are no legitimate differences of opinion between the parties or when the grievances clearly lack merit.

Interveners will be committed to contract compliance and eliminating repetitive violations of the National Agreement.

Interveners will be committed to long term solutions and measurable improvement.

Interveners will work to improve the working relationships of labor and management at the local level.

Interveners will adhere to the principle that the best solutions are reached at the lowest possible

organizational level.

The undersigned commit that the resources of our organizations will be used to avoid unnecessary escalation of disputes and to ensure that the parties in any dispute treat each other in a civil and professional manner.

M-01497 USPS-NALC Intervention Process Pilot, August 28, 2003

For more than five years the Postal Service and the NALC have shared the goals of reducing disputes, resolving those disputes that arise, reducing the number of disputes appealed to arbitration, and promoting the development of a professional and civil labor management relationship. In the past four years these goals have been achieved in a majority of performance clusters.

Working towards these goals, we developed, tested, and implemented a new process for dispute resolution and published the USPS-NALC Joint Contract Administration Manual. Having completed these first steps, we recognized that an oversight component was essential to continued success.

During 2001 national negotiations, we agreed to explore an oversight and intervention process that would allow the parties to identify districts that were not having the expected level of success with dispute resolution; components of success were identified in the Memorandum of Understanding Re: Article 15 - Intervention Process (MOU): timely responses, appropriate resolution rates, and educational and contractually compliant grievance decisions.

Pursuant to that MOU, the parties have met and agreed on indicators for the intervention process pilot. Attached is an outline of the intervention process that identifies the indicators. Our objective is to assist those performance clusters that have not yet achieved the expected level of success.

The intervention process is an important initiative in support of our efforts to continually improve the dispute resolution process, and our shared goal of making even greater reductions in the number of grievances that are placed before arbitrators for decision. We intend to pilot this process in selected districts, and we ask your cooperation and support.

M-01533 USPS-NALC Intervention Process Memorandum, December 17, 2004

In response to the Memorandum of Understanding Re: Intervention Process, the national parties jointly developed and delivered a training session on the process in January of this year. It was then piloted in five districts. We have reviewed the data from the pilot sites, and believe it would add value to the dispute resolution procedures already in place.

The USPS-NALC Intervention Process is a structured approach that allows the parties the opportunity to jointly analyze the effectiveness of the local dispute resolution process, and to develop customized improvement plans where there is agreement they are needed. The training provides tools and skills to facilitate development, implementation, and monitoring plans that promote local ownership of steps taken.

The USPS-NALC Intervention process is the next step in addressing the way labor and management

deal with disagreements. The change to article 15, the Joint Contract Administration Manual, and your continued leadership in the field have reduced both the backlog of cases pending arbitration and cases appealed to Step B. The Intervention process represents our commitment to continuing the improvement in labor management relations.

Participants for the roll-out training will be selected from those area Labor Relations Managers and staff and National Business Agents and staff who did not participate in the pilots. We will be contacting you to schedule participants for two training sessions. The first training session will be held at the Bolger Academy on February 2, 3, and 4, 2005.

M-01783 USPS – NALC INTERVENTION PROCESS

Purpose: To provide a timely, proactive, and Instructive joint response to local issues which prevent the local parties from identifying, documenting, discussing, and resolving non-interpretive disputes within contractual time limits.

Responsibility: The National Business Agent (NBA) and the Area Manager, Labor Relations (AMLR), or designees, are responsible for monitoring the Step B team site(s) within their jurisdiction. When data reflects one or more of the following Indicators are present, the parties will determine the cause.

Settlements

M-01517 USPS Letter May 31, 2002

Compliance with arbitration awards and grievance settlements is not optional. No manager or supervisor has the authority to ignore or override an arbitrator's award or a signed grievance settlement. Steps to comply with arbitration awards and grievance settlements should be taken in a timely manner to avoid the perception of non-compliance, and those steps should be documented.

M-01384 Step 4 Settlement, July 13, 1999, H94N-4H-D 98113787

The issue in this case is whether a settlement made on a non-citeable, non-precedent basis on a letter of warning can be introduced in an arbitration, to counter management relying on the letter of warning in an arbitration hearing on subsequent discipline citing the letter of warning as an element of past record.

During our discussion, we mutually agreed that no national interpretive issue is fairly presented in this case.

We also agreed that a non-citeable, non-precedent settlement may be cited in arbitration to enforce its own terms.

We further agreed that the subject letter of warning cannot be cited as a past element because it was removed from the grievant's record and reduced to a discussion via the September 3, 1998 settlement.

GUARANTEES

See also

[Schedule Changes](#)

[M-00050](#) Step 4 Settlement, March 23, 1983, H1N-5K-C 9174

Management instructed the full-time employees to clock out and return to duty one hour later for overtime work:

The employees will each receive one additional hour of pay at the applicable overtime rate in order to compensate them for the disputed period of time.

[M-00575](#) Step 4 Settlement, May 27, 1981, H8N-3W-C 26065

Article VIII, Section 8 states in pertinent part, "An Employee called in outside the employee's regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof, when less than four (4) hours of work is available." This provision applies only to full-time regulars and part-time regulars.

[M-00576](#) Step 4 Settlement, July 8, 1982, H1N-3P-C 4870

Explanation of the Article 8, Section 8 regarding guarantees for PTFs when they are called back to work.

[M-00170](#) Memorandum, September 20, 1979

Any full-time employee in the regular work force who is called in on his non-scheduled day, regardless of the size of the office or amount of advance notice, is guaranteed eight hours work or pay in lieu thereof.

[M-00356](#) Step 4 Settlement, May 23, 1985, H1N-5F-C 29072

On his nonscheduled day, the grievant was scheduled for a fitness-for duty examination. The file reflects that the grievant was paid for the time actually involved. It is the position of the Postal Service that the grievant was not called in to work on his nonscheduled day. Therefore, the grievant is not entitled to 8 hours of guaranteed work or pay under Article 8.8.

[M-00224](#) Step 4 Settlement, January 27, 1982, H8N-1N-C-23559

- 1) When a part-time flexible employee is notified prior to clocking out that he should return within two (2) hours, this will be considered as a split shift and no new guarantee applies.
- 2) When a part-time flexible employee, prior to clocking out, is told to return after two (2) hours, that employee must be given another minimum guarantee of two (2) hours work or pay.
- 3) All part-time flexible employees who complete their assignment, clock out and leave the premises regardless of intervals between shifts, are guaranteed four (4) hours of work or pay if called

back to work. This guarantee is applicable to any size office.

See also [M-00982](#), [M-00246](#), [M-00576](#), and [M-01405](#).

[M-00208](#) Step 4 Settlement, January 20, 1983, H1N-1N-C 69

The question in this grievance involves entitlement to a two (2) hour guarantee. A part-time flexible carrier was originally scheduled for a four hour tour of duty

in order to complete 40 hours. Due to unforeseen circumstances, he was directed to clock out after approximately one and one-half hours, swing for one hour and report back for approximately two and one-half hours. Under the circumstances described, the employee is entitled to a two (2) hour guarantee for his initial tour of duty. See also [M-00934](#) and [M-00906](#).

[M-00906](#) Step 4 Settlement, February 1, 1989, H7N-3B-C 2447

This matter requires the application of the settlement agreement in case H1N-1N-C 69, which states:

Under the circumstances described, this employee is entitled to a two (2) hour guarantee for his initial tour of duty. See also [M-00208](#).

[M-00934](#) Step 4 Settlement, February 1, 1989, H7N-3B-C 2447

[M-00934](#) is a duplicate of [M-00906](#).

[M-01084](#) Pre-arbitration Settlement, July 7, 1992 H7N 3Q-C 28062

Non-citeable Pre-arbitration Settlement, paying the PTF grievants two guarantees when they were required to split their shift for more than two hours prior to the completion of their guarantee during their initial report.

[M-00888](#) Pre-arbitration Settlement, January 5, 1989, H4N-3W-C 17913

Travel time is proper when management sends a PTF to another station. Part-time flexible employees should not be required to end their tour and then report to another station to continue working without being compensated, as provided for in Part 438.132 of the Employee and Labor Relations Manual.

[C-08530](#) National Arbitrator Britton, December 13, 1988, H1N-3U-C 28621

The two (2) or four (4) hour guarantee provided for in Article 8 Section 8.C does not apply to PTFS employees who are initially scheduled to work, but called at home and directed not to report to work prior to leaving for work.

[M-01067](#) USPS Letter February 14, 1972

PTF employees must be scheduled at least 4 hours per pay period.

[M-00406](#) Step 4 Settlement Decision, February 8, 1977, NC-S-3777

Local management will give qualified and available part-time flexible employees priority over casual employees for work assignments unless: (1) Both are needed at the same time or (2) Use of the part-

time flexible would require overtime or (3) if the part-time flexible is already scheduled for forty hours during the service week.

[M-00879](#) Step 4 Settlement, November 14, 1988, H4N-2D-C 40885

Management may not solicit employees to work less than their call in guarantee, nor may employees be scheduled to work if they are not available to work the entire guarantee. However, an employee may waive a guarantee in case of illness or personal emergency. This procedure is addressed in the F22, Section 22.14 and the ELM, Section 432.63. See also [M-01210](#).

[M-00115](#) Step 4 Settlement, October 31, 1978, NCC 12644

Management should not solicit employees to work less than their guarantees rather than soliciting employees who would work their full guarantees. See also [M-00118](#) and [M-00709](#).

[M-01227](#) Step 4 Settlement, July 26, 1995, H90N-4H-C 94050531

It was agreed that management may not solicit TEs to work less than their reporting guarantee; a TE may, however, request that he/she be authorized to work less than the four hour reporting guarantee in case of illness or for personal reasons.

[M-00119](#) Step 4 Settlement, November 21, 1978, NCS 12428

The record shows that the employee in question requested that he be allowed to leave early for personal reasons.

Under the circumstances, the eight hour guarantee provision was negated. However, in the future if a Form 3971 is used to record an early departure, the form should be completed at the time.

[M-00709](#) Step 4 Settlement, November 20, 1978, NC-S-12640

Management recognizes its obligation to follow the provisions of Article VIII, Section 8 of the National Agreement. Although no specific substantiation was provided which would demonstrate that management had attempted to circumvent the National Agreement, we agreed that management would not solicit employees to work less than their guarantees.

[M-00935](#) Step 4 Settlement, August 16, 1977, NC-E-7069

Management will make every effort to insure that qualified and available part-time flexible employees are utilized at the straight time rate prior to assigning such work to casuals. This priority includes cross-craft assignments if (1) the part-time flexible is available and qualified; (2) if overtime will not be required and; (3) if the part-time flexible is not otherwise scheduled for 40 hours during the service week.

[M-00982](#) Step 4 Settlement, June 19, 1990, H7N-5R-C 19332

The issue in this grievance is whether the grievant, a PTF, is entitled to additional guarantees. We agreed to remand this case to the parties at step 3 for application of the settlement in Case No. H8N-1N-C 23559 to the specific fact circumstances involved. See also [M-00224](#), [M-00246](#),

[M-00576](#), and [M-01405](#).

[M-01056](#) Pre-arbitration Settlement, December 14, 1982, H1C-4A-C 6306

Four PTF's who did not work on April 7, 1982, will be paid eight (8) hours each. Seven PTF's who did not work on April 8, 1982, will be paid eight (8) hours each. Nine (9) PTF's who did not work on April 9, 1982, will be paid eight (8) hours each. The pay will be at the applicable straight time rate. See also [M-00935](#).

[M-01191](#) Pre-arbitration Settlement, June 29, 1994, J90N-4J-C 93048774

The issue in this case is whether a NALC Transitional Employee (TE) is entitled to more than one four (4) hour work guarantee when assigned to work a split shift.

After reviewing this matter, we mutually agreed that:

1. When a Transitional Employee (TE) is notified prior to clocking out that they should return within two (2) hours, this will be considered as a split shift and no new guarantee applies.
2. When a Transitional Employee (TE) prior to clocking out, is told to return after two (2) hours, that employee must be given another minimum guarantee of four (4) hours work or pay.

[M-01210](#) Step 4 Settlement, January 5, 1995, H90N-4H-C 94042984

The issue in this grievance is whether an employee may be allowed to go home on a non-scheduled workday during an eight (8) hour guarantee period.

Management may not solicit employees to work less than their call in guarantee, nor may employees be scheduled to work if they are not available to work the entire guarantee. However, an employee may waive a guarantee in case of illness, personal emergencies and personal reasons. This procedure is addressed in the F-22, Section 222.14 and the ELM, Section 432.63. See also [M-00879](#).

[M-01405](#) Step 4 Settlement, April 13, 2000, D98N-4D-C 99255856

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case, and that the JCAM, pages 8-18, 8-19 and the ELM 432.62 is applicable to the fact circumstances of the instant case.

Accordingly, the parties agreed to remand this case to the parties at Step 3, for further processing, including arbitration, if appropriate. See also [M-00224](#).

Holidays

See also

[Holiday Scheduling](#)

Handbook EL-401, Section 4.C.1 (page 24), November 1983

Full-time regular employees in the bargaining units are guaranteed 8 hours' work (or pay in lieu of

work) if called in to work on their non-scheduled day, holiday, or designated holiday. If such an employee works 6 hours and is then told by the supervisor to clock out because of lack of work, the remaining 2 hours, or the employee's 8 hour guarantee, is recorded as guaranteed time.

M-00572 JBC Settlement Agreement, March 4, 1974

Establishment of the basis of the scheduling premiums for holidays that was later placed into the ELM.

M-00580 Settlement Agreement March 4, 1974 (Rademacher)

When a full time regular employee works on his holiday, he will be guaranteed eight (8) hours of work or pay in lieu thereof, in addition of the holiday pay to which he is entitled under Article XI, Sections 2 and 3.

M-01207 Step 4 Settlement, August 4, 1994, E90N-4E-C 93023015

The issue in this grievance is whether carriers must be permitted to carry their routes on a state holiday.

The parties mutually agreed that on days when the Post Office is closed for local observances, full-time carriers scheduled for duty who do not have approved leave, will be allowed to work. In such circumstances they will be allowed to work as much of their bid assignment as is available. It is the parties' understanding that, in this case, street delivery is not available. In the event there is insufficient work on their bid assignment to meet their work hour guarantee, they may be assigned work in accordance with Article 7, Section 2.B of the National Agreement.

M-00373 Step 4 Settlement, December 21, 1977, NC-C-8760

The regular straight time hourly rate of part-time flexible employees incorporates compensation for the nine holidays cited in Article XI, Section 1 of the National Agreement. For this reason part-time flexible employees are compensated for overtime based upon the same rate as full-time regular employees.

M-01343 Pre-arbitration Settlement, October 21, 1998, F94N-4F9-C 96048488

The issue in this grievance is whether or not, under the provisions of Article 11, Section 6.B., management must require non-volunteer full-time regular carriers to work on their non-scheduled day before requiring non-volunteer employees to work on their holiday or designated holiday.

After reviewing this matter, the parties mutually agreed to the following: This case will be remanded to the parties at Step 3 for further processing or to be scheduled for regular arbitration, as appropriate, for application of the NALC-USPS Joint Contract Administration Manual, pages 11-3, which provides for the scheduling procedure for holiday assignments.

HANDBOOKS AND MANUALS

MEMORANDUM OF UNDERSTANDING BETWEEN THE

**UNITED STATES POSTAL SERVICE AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

Re: Article 19

1. When the Postal Service provides the Union with proposed changes in handbooks, manuals, or published regulations pursuant to Article 19 of the National Agreement, the Postal Service will furnish a final draft copy of the revisions and a document that identifies the changes being made from the existing handbook, manual, or published regulation. When the handbook, manual, or published regulation is available in electronic form, the Postal Service will provide, in addition to a hard copy, an electronic version of the final draft copy clearly indicating the changes and another unmarked final draft copy of the changed provision with the changes incorporated.
2. The document that identifies the changes will indicate language that has been added, deleted, or moved, and the new location of language moved. Normally, the changes will be identified by striking through deleted language, underlining new language, and placing brackets around language that is moved, with the new location indicated. If another method of identifying the changes is used, the method will be clearly explained, and must include a means to identify which language is added, deleted, and moved, as well as the new location of any language moved.
3. When notified of a change(s) to handbooks, manuals, and published regulations, pursuant to Article 19 of the National Agreement, the Union will be notified of the purpose and anticipated impact of the change(s) on city letter carrier bargaining unit employees.
4. At the request of the Union, the parties will meet to discuss the change(s). If the Union requests a meeting on the change(s), the Union will provide the Postal Service with notice identifying the specific change(s) the Union wants to discuss.
5. Within sixty (60) days of the Union's receipt of the notice of proposed change(s), the Union will notify the Postal Service in writing of any change(s) it believes is directly related to wages, hours, or working conditions and not fair, reasonable or equitable and/or in conflict with the National Agreement. The Union may request a meeting on the change(s) at issue.
6. The Postal Service will provide the Union with a written response addressing each issue raised by the Union, pursuant to paragraph 5, within thirty (30) days of receipt, provided the Union identifies the issue(s) within sixty (60) days of the Union's receipt of the notice of proposed change(s).
7. If the Union, after receipt of the Postal Service's written response, believes the proposed change(s) violates the National Agreement, it may submit the issue to arbitration within sixty (60) days of receipt of the notice of proposed change or thirty (30) days after the Union receives the Postal Service's written response, whichever is later. If the Postal Service fails to provide a response to the Union pursuant to paragraph 6, the Union may submit the issue(s) to arbitration provided it does so within thirty (30) days after the Postal Service's response was due. The Union's appeal shall

specify the change(s) it believes is not fair, reasonable or equitable and/or in conflict with the National Agreement, and shall state the basis for the appeal.

8. If modifications are made to the final draft copy as a result of meetings with employee organizations, the Postal Service will provide NALC with a revised final draft copy clearly indicating only the change(s) which is different from the final draft copy.

9. When the changes discussed in paragraph 8 are incorporated into the final version of a handbook, manual, publication, or published regulation, and there is not an additional change(s) which would require notice under Article 19, the Union will be provided a courtesy copy. In such case, a new Article 19 notice period is not necessary.

10. Lastly, in any case in which the Postal Service has affirmatively represented that there is no change(s) that directly relates to wages, hours, or working conditions pursuant to Article 19 of the National Agreement, time limits for an Article 19 appeal will not be used by the Postal Service as a procedural argument if the Union determines afterwards that there has been a change to wages, hours, or working conditions.

Nothing contained in this Memorandum modifies the Postal Service's right to publish a change(s) in a handbook, manual or published regulation, sixty (60) days after notification to the Union.

Date: January 10, 2013

M-00816 Settlement Agreement March 11, 1988, H4N-NA-C-90

In full and complete settlement of the above referenced arbitration case brought pursuant to the 1987 National Agreement between the parties, the United States Postal Service (USPS), the National Association of Letter Carriers, AFL-CIO (NALC), and the American Postal Workers Union, AFL-CIO (APWU), hereby agree as follows:

1. When the USPS provides the Union(s) with proposed changes in handbooks, manuals or published regulations, the USPS will furnish to the Union(s), if available, the final draft and/or summary of changes which show the changes being made from the existing handbook, manual or published regulation. In those instances where a final draft or summary is unavailable, the USPS will so advise the Union(s) in its letter of notice.

2. If no final draft or summary is available, which shows proposed changes, the Postal Service will, at the request of the Union(s), promptly make available appropriate officials to meet with representatives of the Union(s) to identify and discuss the changes made in the proposed handbook, manual or published regulation from those contained in existing documents.

3. The 60 day period during which the Union may appeal to arbitration may be extended to accommodate ongoing discussion of the proposed change(s) with the USPS in paragraph 2, above. However, in no instance may the Union(s) appeal the matter to arbitration more than 14 calendar days from the close of those extended discussions. The USPS may also publish the proposed change(s) at anytime after the 60 day notice period under Article 19.

4. Where the USPS has affirmatively expressed that there are no changes which directly relate to wages, hours, or working conditions pursuant to Article 19, time limits for Article 19 will not be used by the Postal Service as a procedural argument if the Union(s) signatory to this settlement agreement determine(s) afterwards that there has been a change to wages, hours, or working conditions.

National Level Arbitration Awards

C-00427 National Arbitrator Garrett, January 19, 1977, MB-NAT-562

"The development of a new form locally to deal with Stewards' absences from assigned duties on Union business -as a substitute for a national form embodied in an existing Manual (and thus in conflict with that Manual) -thus falls within the second paragraph of Article XIX. Since the procedure there set forth has not been invoked by the postal Service, it would follow that the form must be withdrawn."

C-03003 National Arbitrator Garrett, September 29, 1978, NB-N 3908

"This kind of argument appears to equate the USPS Handbooks with carefully drawn, highly technical legal documents, such as a trust indenture. It would seem, however, that this kind of an interpretive theory at best could have only limited value as an aid to sound interpretation of typical collective bargaining agreements. Moreover, its application here would overlook the fact that the Handbook provisions were not drafted to represent the results of collective bargaining, but rather essentially to set forth policies and procedures to guide USPS employees in the performance of their numerous and varied duties. While it is entirely clear that such policies and procedures may embody provisions which on their face (or by reasonable implication) constitute conditions of employment, it must be recognized that some operating conditions or problems are not of sufficiently great importance to warrant specific treatment in a Manual, Handbook or Regulation. Thus it seems unsound at best to attempt to read such a document as it were designed to cover expressly every possible situation which might arise in the course of operations."

C-04162 National Arbitrator Aaron, February 27, 1984, HIN-NAC-C 3

Local and regional departures from the procedures set forth in Sub-chapter 540 of the ELM are in conflict with those procedures and therefore with the National Agreement. Article 19 does not distinguish between national, local, and regional levels of management.

C-00937 National Arbitrator Gamser, December 27, 1982, H8C-NA-C 61

The EL-501 (Supervisors Guide To Attendance Improvement) is not a handbook within the scope of Article 19.

C-03223 National Arbitrator Gamser, October 3, 1980, N8-E-0088

An ambiguous handbook provision should be construed against its management drafter.

C-10089 National Arbitrator Mittenthal, June 20, 1990, H4C-NAC 881

A change in the POM prohibiting postal employees from engaging in voter registration activities within post offices did not "directly relate to working conditions" within the meaning of Article 19.

C-03236 National Arbitrator Mittenthal, February 24, 1981 N8-NA-0220

A grievance concerning the content of a regional directive that was published but not yet implemented is "ripe" for an arbitrator's decision where an interpretive issue is raised.

C-00749 National Arbitrator Bloch, May 12, 1983, H1C-NA-C 5

The certification to arbitration of a dispute concerning an amendment to the ELM, made more than 60 days after the union's receipt of the notice of proposed amendment, was untimely.

C-11160 National Arbitrator Snow, March 8, 1989, H7C-NA-C 10

"Publication (of changes) is not notice of changes under Article 19." Publication of changed handbook provisions without the required notice is a violation of Article 19 and is grievable under Article 15.4(D).

C-10090 APWU National Arbitrator Collins, June 21, 1990, H4C-NA-C 88

USPS' revision of ELM 867.53 to provide employees with the right, if they choose, to receive follow-up treatment from a contract physician was fair, reasonable, and equitable.

C-23261 National Arbitrator Nolan, April 28, 2002, Q98N-4Q-C 01090839

The arbitrator found that NALC's national level grievance challenging revisions to Publication 71 was arbitrable. The Postal Service had argued that NALC could not resolve in arbitration a dispute concerning the Family and Medical Leave Act, a federal law. Arbitrator Nolan also rejected a series of additional management arguments that the case was not arbitrable, including claims that the grievance was untimely and that Publication 71 is not covered by Article 19. The grievance was subsequently resolved by the Pre-arbitration Settlement, M-01474.

C-28034 National Arbitrator Das, January 30, 2009, Q06C4QCo7141697

The requirement in ELM 665.17 is that employees report that they are subject to a legal requirement to register as a sex offender. As already determined, the Postal Service has a justifiable right to obtain that information. There is a nexus between being publicly registered as a sex offender and employment by the Postal Service, at least for the purpose of the self-reporting requirement. Compliance with this requirement permits the Postal Service to investigate and determine what, if any, appropriate action to take. Any such action, of course, is subject to the requirements of the CBA, including just cause and due process standards. The latter have not been changed or circumvented.

C-31980 National Arbitrator Nolan, June 29, 2015, Q11N-4Q-C 14032224

Section 126.3 of Handbook M-39 does not "directly relate" to wages, hours, or working conditions and is therefore not incorporated into the Agreement by Article 19. For that reason, Section 126.3 does not create rights enforceable by bargaining unit employees through the grievance procedure. The grievance is denied.

Joint Contract Administration Manual (JCAM)

M-01373 Step 4 Settlement, January 7, 1999, G94N-4G-D 98042998

The Joint Contract Administration Manual (JCAM) does not constitute argument or evidence; rather, the JCAM is a narrative explanation of the Collective Bargaining Agreement and should be considered dispositive of the joint understanding of the parties at the national level. If introduced into arbitration, the local parties are to allow the document to speak for itself and not seek testimony on the content of the document from the national parties.

M-01462 USPS Letter, December 14, 2001

This is to confirm our November 28 discussion concerning the use of the Joint Contract Administration Manual (JCAM) in national level arbitration.

During our discussion, we agreed that the narrative portions of the JCAM represent the agreement of the parties on those issues addressed, and that the JCAM may be introduced as evidence of those agreements in national level arbitration. If introduced as evidence in national level arbitration, the document shall speak for itself. Without exception, no testimony shall be permitted in support of the content, background, history, or any other aspect of the JCAM's narrative.

National Level Settlements

M-01184 Step 4 Settlement, February 14, 1994, HoN-1F-C 2820

The issue in this case is whether an internal management document can constitute a violation of the National Agreement.

The parties agree that internal correspondence between management officials is not a grievable matter. However, the union may, and in fact has, in separate grievances, grieved action taken by management consistent with the opinion expressed in the document.

M-01131 Pre-arbitration Settlement, May 13, 1993, H7C-NA-C 19018

The issue in this case involves revisions to the PSDS Time and Attendance Handbook, F-22, received by the unions on November 7, 1990.

During our discussion, we agreed to settle this case with the understanding that Article 19 time limits are not a bar to the Union initiating an appeal to arbitration at the national level protesting the November 7, 1990, changes to the F-22 Handbook if it is subsequently determined that the Postal Service has not complied with the notice provisions of Article 19.

M-00957 Step 4 Settlement, October 31, 1989, H7N-5E-C 14095

The issue in this grievance is whether Management violated the National Agreement by issuing certain changes to the manner in which Bulk Business Mail is handled, when those changes first appeared in the booklet "Bulk Business Mail It's Our Business."

During our discussion, we mutually agreed that the booklet referred to above was not properly transmitted to the Union as a proposed change to any Handbook, or Manual, consistent with the requirement, of the National Agreement. Therefore, to the extent that the booklet is inconsistent with the provisions of the M-41 or other existing manuals, this grievance is sustained, with instructions to Management to discontinue reliance on the booklet as having the effect of a Manual change.

M-01156 Pre-arbitration Settlement, December 16, 1993, H7C-NA-C 76

The parties agree that organizational levels below Headquarters will not issue directives that conflict with any national handbooks, manuals or published regulations directly related to wages, hours and working conditions.

The issuance of regional directives must comply with established manual language (ASM 310). Regional and field directives may provide guidance, contain operating instructions; and/or supplement directives issued by Headquarters; however, they may not clarify, reword, or interpret Headquarters directives.

For the purpose of this settlement, the parties consider "issuances" to be a subcategory of "directives."

M-00500 Step 4 Settlement, May 2, 1984, H1N-5C-C 18518

Any local attendance control policy must conform to the provisions of subchapter 510 of the Employee and Labor Relations Manual (ELM). Whether or not the local policy is in accord with these ELM provisions is a local dispute and is suitable for regional determination.

M-01422 Pre-arbitration Settlement, April 1, 1999, Q94N-4G-C 97085513

Placement of the ELM on the internet does not obviate management's contractual obligation under Article 19 to notify the Union of proposed changes that directly relate to wages, hours, and working conditions. In the event that a disagreement arises as to the accuracy of the electronic version of the ELM, the ELM as amended through Article 19 procedures will be controlling.

M-00497 Step 4 Settlement, March 30, 1984, H1N-3W-C 21270

Any local policy establishing a call-in procedure must be in compliance with Section 513.332 of the Employee and Labor Relations Manual (ELM).

M-00296 Step 4 Settlement, November 21, 1983, H1N-5D-C 14785

A local Attendance Program cannot be inconsistent with ELM 510. Disciplinary action which results from a local policy must meet the just cause provision of Article 16.

M-01507 Pre-arbitration Settlement, November 6, 2003, Q98N-5Q-C 01104612

Re: ELM Chapter 8

The addition of the words "rotational basis" was in conflict with Article 14, Section 8.A. It was not

intended to affect any provision of the National Agreement and the language will be rescinded in the next review of Chapter 8 of the ELM.

It was also determined that an oversight resulted in the NALC being given less than 60 days' notice of the revision, in violation of Article 19.

After reviewing the remaining matters, we mutually agree that no national interpretive issue is presented in these cases and agree to close these grievances with the following understanding:

Where the Postal Service has affirmatively expressed that there are no charges which directly relate to wages, hours or working conditions pursuant to Article 19, time limits for Article 19 will not be used by the Postal Service as a procedural argument if the NALC determine(s) that there has been a change to wages, hours or working conditions.

M-01638 Interpretive Step Settlement, September 24, 2007, Q01N-4Q-C 07012033

Settlement resolving grievance alleging that revisions to Handbook AS-805, Information Security, published in Postal Bulletin 22190 on September 28, 2006, violated the National Agreement.

The parties agreed to amend Section 1-3.2, Organizations and Personnel by adding:

These policies do not change the rights or responsibilities of either management or the unions pursuant to Article 17 or 31 of the various collective bargaining agreements or the National Labor Relations Act, as amended. These revisions do not bar the unions from using their own portable devices and media for processing information that is relevant for collective bargaining and/or grievance processing, including information provided by management pursuant to Articles 17 or 31 of the collective bargaining agreement or the National Labor Relations Act.

There is no change to policy concerning restricted access to the Postal Service intranet.

M-01095 Pre-arbitration Settlement, July 13, 1992, H7N-NA-C 50

The issue in these grievances involves changes occurring in Issues 11 and 12 of the Employee & Labor Relations Manual (ELM).

After discussing this matter, we agreed to the following settlement of this dispute:

- 1) The parties will meet within 90 days to identify and discuss the changes between ELM Issues 10, 11, and 12.
- 2) Without prejudice to its ability to make future changes pursuant to Article 19, management shall adhere to the provisions of ELM Section 437 as they were published in Issue 10 of the ELM. Any timely grievance alleging a violation of ELM 437 shall be processed as if the provisions of ELM Issue 10 were in effect.
- 3) Article 19 time limits are not a bar to the Union initiating an appeal to arbitration at the national level protesting changes to the ELM, if it is determined that the Postal Service has not complied with the notice provisions of Article 19. As a matter of clarification, this provision is also applicable to changes initially occurring in Issues 11 and 12 of the ELM.

4) The parties will meet within 14 days to discuss ELM Section 421.531 and ELM Section 568. In the event the parties are unable to resolve possible disputes on either Section, they will be referred to national level arbitration and scheduled on a priority basis.

5) Each Chapter of ELM Issue 13 will be provided to the Unions in advance of publication.

Note: See [M-01231](#) for a copy of ELM Section 437 as it was published in Issue 10. Note that it is labeled "Issue 9" since it was not changed when Issue 10 was published (See cover page).

[M-01491](#) Pre-arbitration Settlement, June 17, 2003, Q98N-4Q-C 00106833

The Postal Service affirmatively represents that there are no changes that directly relate to wages, hours, or working conditions pursuant to Article 19 of the National Agreement in the revisions to Handbook M-32, Management Operating Data Systems (MODS), which was transmitted to the NALC by letter dated January 12, 2000. Time limits for an Article 19 appeal will not be used by the Postal Service as a procedural argument if the Union subsequently determines that there has been a change(s) that directly relate to wages, hours, or working conditions.

[M-01636](#) Pre-arbitration Settlement, September 18, 2007, Q98N-4Q-C 02004560

The parties will discuss any remaining issues with respect to the proposed revisions to Chapter 3 of ELM transmitted by letter dated April 30, 2001.

[M-01623](#) Pre-arbitration Settlement, June 25, 2007, Q98N-4Q-C 01045869

The Postal Service affirmatively asserts that there were no subsequent revisions in Issue 16 of the ELM that directly relate to wages, hours, or working conditions pursuant to Article 19 of the National Agreement.

[M-01612](#) Pre-arbitration Settlement, May 2, 2007, Q98N-4Q-C 00166079

The Postal Service affirmatively represents that there are no changes that directly relates to wages, hours, or working conditions pursuant to Article 19 of the National Agreement in the revisions to Employee and Labor Relations Manual, Section 430. Basic and Special Pay Provisions, which were transmitted to the union by letter dated April 12, 2000.

[M-01499](#) Pre-arbitration Settlement, September 26, 2003, Q95N-4Q97122149

Settlement of Article 19 appeal of ELM Chapter 450 and 460 changes transmitted to Union on January 27, 1997. Grievance was withdrawn after USPS rescinded the proposed changes by letter dated September 17, 2003.

[M-01498](#) Pre-arbitration Settlement, September 16, 2003, Q98N-4QW-C 00187358

Clarification of MI-EL 860-200-7 Re: Fitness-for-duty medical assessments.

[M-01493](#) Pre-arbitration Settlement, August 7, 2003, Q94N-4Q-C 96014638

Settlement concerning proposed changes to Postal Operations Manual (POM) Issue 7.

M-00569 USPS Letter, January 9, 1985

Enclosed is a draft of the proposed revisions to Chapter 6 of the Personnel Operations Handbook, P-11, implementing the Discipline Tracking System. The implementation of the Discipline Tracking System has been agreed upon in the Memorandum of Understanding between the U.S. Postal Service and the Joint Bargaining Committee.

M-00596 USPS Letter, May 27, 1983

Postal policy enunciated in Mr. Ulsaker's letter of March 16, 1981, on this issue is still in effect. In view of the probability that this problem of unauthorized insurance solicitations may again spread to other postal regions, we are reminding all installation heads that such solicitations are prohibited.

M-01832 Interpretive Step Settlement, February 25, 2014, Q06N-4Q-C 12217402

The NALC and the Postal Service have settled national level case Q06N-4Q-C 12217402 concerning the creation of Handbook F-15-C, Relocation Policy – Bargaining Employees. The Postal Service created the F-15-C to replace portions of the old F-12 Handbook. The settlement only concerns the advance round trip and temporary quarters portions of relocation expenses.

HIGHER LEVEL ASSIGNMENTS

See also

Carrier Technicians

M-00438 Step 4 Settlement, June 25, 1982, H8N-4F-C 21675

A carrier in one station is not considered eligible or available to compete for higher level vacancies in another station. He is not in the immediate work area.

M-01015 Step 4 Settlement, October 10, 1991, H7N-4A-C 26472

The issue in this grievance is whether the terms and conditions of Article 25 were violated when the grievant, T-6, was not detailed to a vacant VOMA position. Higher level positions are to be filled in accordance with Article 25. It should be noted, however, that the grievant would not have been entitled for a higher level assignment, inasmuch as he is a level 6 and the VOMA position in question is ranked as a level 6.

C-00782 APWU National Arbitrator Bloch, May 24, 1985, H1C-5F-C 21356

An employee detailed to a higher level assignment should receive step increases in the higher level as if promoted to the position.

M-00432 Step 4 Settlement, June 18, 1982, H8N-3W-C 16883

The carrier is entitled to higher level pay if the assignment involves coding, drawing sector lines of maps, completing data entry forms, and placing sector segments on Zip plus 4 printouts. No higher level pay is justified when the assignment merely concerns the updating of existing maps or the

placing of marks on maps for identification. The file does not identify exactly which duties were performed by the employees.

M-00309 Step 4 Settlement, December 17, 1985, H4C-1E-C 6348

Level 5 clerk craft employees who are utilized as on-the job instructors for new employees shall be compensated at the level 6 rate for time actually spent on such job.

The September 19, 1999 national interest arbitration award upgraded letter carriers to Grade 6 and maintained the existing the pay differential of for carrier technicians. To avoid confusion with the different pay scales in other crafts, the pay grade terminology was changed. PS 5 letter carriers became CC 1 and PS 6 letter carriers became CC 2. Consequently, the term T-6 became obsolete. Nevertheless, most national level settlements and Memorandums referring to T-6 (and utility) carriers, including all those listed below, remain in effect.

M-00276 Step 4 Settlement, May 6, 1981, H8N-3P-C 25550

Temporary T-6 positions are higher level assignments and are not subject to Article 41, Section 2.B.3-4-5. As such they are to be filled per the provisions of Article 25, National Agreement.

M-00452 Brown Memorandum, November 5, 1973

When a carrier technician (T-6) is absent for an extended period and another employee serves the series of 5 routes assigned to the absent T-6, the replacement employee shall be considered as replacing the T-6, and he shall be paid at the T-6 level of pay for the entire time he serves those routes, whether or not he performs all of the duties of the T-6. When a carrier technician's absence is of sufficiently brief duration so that his replacement does not serve the full series of routes assigned to the absent T-6, the replacement employee is not entitled to the T-6 level of pay. In addition, when a T-6 employee is on extended absence, but different carriers serve the different routes assigned to the T-6, those replacements are not entitled to the T-6 level of pay. The foregoing should be implemented in a straight-forward and equitable manner. Thus, for example, an employee who has carried an absent T-6 carrier's routes for four days should not be replaced by another employee on the fifth day merely in order to avoid paying the replacement higher level pay.

C-00161 National Arbitrator Gamser, July 27, 1975, AB-C-341

The practice of filling temporary vacancies by detailing employees, whose names appear on a list of so-called volunteers did not relieve the Employer of the obligation of paying overtime to those employees who thus volunteered in advance for out of regular schedule assignments. Such out of regularly scheduled work week details and assignments cannot be regarded as not being performed at the request of the Employer and fall under the exemption provided in Section 4-B of Article VIII of the Collective Bargaining Agreement.

C-00580 National Arbitrator Mittenthal, January 27, 1982, A8-W-939

Employees working as 204Bs are entitled to receive the out-of-schedule overtime premium when applicable under Article 8, Section 4.B. See also [C-00938](#), APWU National Arbitrator Gamser,

January 31, 1978.

M-00434, Step 4 Settlement, May 6, 1983, H1W-3P-C 10710

T-6 vacancies are not filled through Article 41, Section 2.b, but rather through Article 25, Section 4.

M-00620 Step 4 Settlement, November 3, 1983, H1N-SG-C 14177

An employee who has exercised a bid option under Article 41, Section 2.B.3 or 2.B.4. of the National Agreement, shall work that duty assignment for its duration except in very limited circumstances. Accordingly, such employee is not available to be detailed to higher level bargaining-unit work under Article 25.

M-01104 USPS Letter, November 24, 1992

This letter is in reference to our discussions regarding Transitional Employees (TEs) hired as part-time flexibles.

The parties agree that such employees will be paid at level 6 for time spent performing the duties of a T-6 and at level 5 for performing other work.

M-01198 Settlement Agreement, January 25, 1995

Settlement agreement and resolution to questions raised concerning the implementation of the January 10 Memorandum of Understanding (MOU) regarding the expansion of the Carrier Technician, Level 6, program.

City Carrier Assistants

Article 25 does not apply to City Carrier Assistant Employees. The pay rate of CCAs assigned to Carrier Technician positions is addressed in the JCAM explanation for Article 25.

HOLD-DOWN ASSIGNMENTS – “OPTING”

General opting rules are explained in the JCAM explanation of Article 41.

M-01431 Step 4 Settlement, September 25, 2000, H94N-4H-C 96007241

The issue in this grievance is whether unassigned regulars may opt pursuant to Article 41.2.B.3 if their unassigned status is not the result of the elimination of their duty assignment.

The parties mutually agreed that the language of Article 41.2.B.3 and 41.2.B.4 intended three categories of employees part-time flexible carriers, full-time reserve carriers, and unassigned regulars, regardless of the reason for the unassigned status.

M-00513 Step 4 Settlement, May 21, 1984, H1N-1E-C 25953

The bidding restrictions of Article 12, Section 3, pertain only to those positions posted for bid pursuant to Article 41, Section 1.B.2. Other types of local in section bidding or bidding pursuant to Article 41, Section 2.B, are not included.

M-00521 Step 4 Settlement, August 20, 1984, H1N-5G-C 22434

A letter carrier who, pursuant to Article 41, Subsection 2.8.4, has selected a craft duty assignment by exercise of seniority is entitled to work the duty assignment as scheduled. However, the part-time flexible employee may be temporarily removed from the hold-down assignment in order to provide a full-time regular employee, their guaranteed, work hours as provided by Article 8, Section 1, of the National Agreement.

M-00843 Pre-arbitration Settlement, April 15, 1985, H1N-1J-C 6766

Where temporary bargaining-unit vacancies are posted, employees requesting these details assume the hours and days off without the Postal Service incurring any out-of-schedule liability. The bargaining-unit vacancies will not be restricted to employees with the same schedule as the vacant position.

C-06461 National Arbitrator Bernstein, September 12, 1986, H1N-3U-C 10621

First Issue: "Sections 3 and 4 of Article 41.2.B allow reserve and part-time flexible letter carriers to use their seniority to obtain five day assignments. There are no exceptions or qualifications in the language that would indicate that the sections apply only to potential bidders who can work the assignments without departing from straight time pay status."

Second Issue: "A reserve letter carrier was awarded a route that included off-days of Friday, Saturday, and Sunday during the week he worked it. However, he was assigned to work on the non-scheduled Saturday of that, to give him a full 40 hour work week. He is seeking overtime pay for being forced to work out of his assigned schedule"

"The Union recognizes that this case has merit only if the Arbitrator decides that a reserve or part-time carrier who bids successfully on a five day vacancy thereby steps into the pay status of the carrier he or she replaced. The Arbitrator makes no such ruling. Consequently this grievance must be denied."

M-00186 Step 4 Settlement, July 25, 1979, N8-W-0010

The meaning and intent of Article 41, Section 2.B.4, of the 1978 National Agreement is to have part-time flexible letter carriers assume the hours of duty and the schedule of work days of the full-time carrier whose assignment is being covered.

M-00960 Step 4 Settlement, February 7, 1990, H7N-4J-C 19083

The issue in this grievance is whether management violated the National Agreement by permitting a carrier who "opted" for an assignment under provisions of Article 41.2.B to work overtime, rather than a carrier on the overtime desired list.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Accordingly we agreed to remand this case to the parties at Step 3 for application of Arbitrator Bernstein's award in Case No. H1N-3U-10621, et. al. (C-06461).

M-00066 Step 4 Settlement, October 31, 1985, H4N-4B-C 3322

Full-time reserve carriers and part-time flexible carriers are restricted to exercising their preference for craft duty assignments under Article 41, Section 2.B.3 and 4 of the 1984 National Agreement to their bid assignment area and delivery unit assigned respectively.

M-00828 Step 4 Settlement, May 24, 1988, H4N-5R-C 46648

A Part-time Flexible letter carrier "on loan" to another office must be allowed to opt for hold-down assignments in the installation from which he was loaned.

M-00091 Pre-arbitration Settlement, April 15, 1985, H1N-1J-C 6766

Where temporary bargaining-unit vacancies are posted, employees requesting these details assume the hours and days off without the Postal Service incurring any out-of-schedule liability. The bargaining-unit vacancies will not be restricted to employees with the same schedule as the vacant position.

M-00594 Step 4 Settlement, November 25, 1980, H8N-2W-C 7259

Probationary employees are not entitled to exercise preference rights for a hold-down duty assignment pursuant to Article XLI, Section 2.B.4.

M-00552 Step 4 Settlement, October 24, 1983, H1N-4B-C 16840

While an employee is in a 204B supervisory status, he or she cannot exercise a bid preference for a temporary assignment available under Article 41, Section 2.B.3 or 2.B.4.

M-01128 Step 4 Settlement, January 21, 1993, HoN-5R-C 6380

The issue in this grievance is whether management violated the National Agreement by not allowing carriers to opt on a route while it was under consideration for reversion.

During our discussion, we mutually agreed that routes under consideration for reversion, when they are of anticipated duration of five days or more, will be made available for opting until they are reverted or posted for bid.

M-00510 Step 4 Settlement, June 8, 1984, H1N-3P-C 30206

Management may not utilize a PTF letter carrier on an available full-time craft duty assignment of anticipated duration of five days or more for training purposes, rather than allow employees to exercise preference by seniority pursuant to Article 41, Section 2.B., of the 1981 National Agreement.

M-00595 Step 4 Settlement, April 10, 1980, N8-W-0278

Management may not refuse to allow opting as provided in Article 41, Section 2.B.3 and 2.B.4 in order to reserve the assignment for the training and performance evaluation of probationary employees.

M-00914 Step 4 Settlement, April 13 1989, H4N-2L-C 45826

The issue in these grievances is whether management violated the National Agreement when it refused to post several potential opt assignments claiming the assignments were reserved for limited duty. We mutually agreed that no national interpretive issue is fairly presented in these cases. We further agreed that there is not authority for management to withhold routes "reserved" for limited duty.

M-00157 Pre-arbitration Settlement, February 28, 1980, N8-W-0101

For Article 41, Section 2.B.3 and 4 purposes, a five day vacancy did exist even though it was not within the confines of the service week.

M-00749 Step 4 Settlement, November 22, 1982, H1N-3W-C 8041

Available full-time regular Reserve Letter Carrier assignments of anticipated duration of five days or more are open for opting under the provisions of Article 41, Section 2.B.3. and 4. See also [M-00037](#).

M-00625 Step 4 Settlement, May 7, 1981, H8N-5B-C 14553

Article 41, Sections 2.B.3, 4, 5 does not require management to make auxiliary routes available for opting purposes.

C-05865 National Arbitrator Kerr, March 20, 1986, W1N-5G-C 11775

The phrase "Craft duty assignments of anticipated duration of five (5) days or more" in Article 41, Sections 2.B.3 and 4 means assignments of work duty of five days or more rather than of work duty during the course of five days or more.

M-00237 Pre-arbitration Settlement, July 1, 1982, H8N-4E-D 14090

A temporary vacancy of five (5) days or more that includes a holiday may be opted for, per Article 41, Section 2.B.

M-00276 Step 4 Settlement, May 6, 1981, H8N-3P-C 25550

Temporary T-6 positions are higher level assignments and are not subject to Article 41, Section 2.B.3-4-5. As such they are to be filled per the provisions of Article 25, National Agreement.

M-00446 Memorandum of Agreement, February 7, 1983

In full and final settlement of all impasse issues pending at the regional level on the subject of filling available craft duty assignments of anticipated duration of (5) days or more pursuant to Article 41, Section 2.8.3.4, of the 1981 National Agreement, the parties hereby enter into the following agreement.

The parties at the national level hereby agree that impasses on this issue pending arbitration at the regional level are to be returned to the local parties for discussion and resolution. The parties at the local level shall meet to discuss the matter and shall develop for use locally:

- (a) A method for making known the availability of temporary assignments of an anticipated duration of (5) days or more whenever reasonable advance notice is given to the employer of the

intended vacancy.

(b) A method for submission of preference for such assignments to the delivery unit to which the employees are assigned.

(c) A cutoff time for submission of preference by those employees wishing to be considered for available craft duty assignments of anticipated duration of (5) days or more.

M-00748 Step 4 Settlement, April 23, 1987, H4N-3U-C 26297

Whereas the original opting employee went on vacation for five days or more within the original opting duration, the assignment should have been made available as a hold-down to other employees during the absence. Upon return from the annual leave of five days or more, the employee who first opted for the vacancy should have been allowed to return to the hold-down for completion of the original vacancy duration. See also [M-00268](#).

C-09187 National Arbitrator Britton, July 21, 1989, H4N-1W-C 34928

For the reasons given, the grievance is sustained and the Employer is directed to adhere to the findings made herein, namely, that a part-time flexible city letter carrier on a hold-down who accepts a 204b detail retains the contractual right to the hold-down until the hold-down is awarded to another carrier pursuant to the provisions of Article 41, Section 2B4 of the National Agreement; and under the language of Article 41, Section 1.A.1, within five working days of the day that the hold-down becomes vacant as a result of a carrier accepting a 204b detail, the hold-down must be reposted for the duration of the remainder of the original vacancy.

M-00669 Step 4 Settlement, February 24, 1987, H1N-5G-C 22641

Full-time reserve and unassigned regular letter carriers occupying a hold-down position pursuant to the provisions of Article 41.2.B.3 have the right to bid for a full-time duty assignment. If such letter carrier is the successful bidder, he shall be placed into the duty assignment pursuant to the provisions of Article 41.1.C.3. The resultant vacant hold-down will be filled pursuant to the provisions of Article 41.2.B.3-5, provided the anticipated duration of the resultant vacancy is of five (5) days or more.

C-04484 National Arbitrator Mittenthal, November 2, 1984, H1N-3U-C 13930

A carrier who successfully opts for an assignment is entitled to work the assignment for its duration, and management may not prematurely terminate the temporary assignment to move the carrier to a permanent assignment pursuant to Article 41, Section 1.A.7.

M-00791 Pre-arbitration Settlement, October 29, 1987, H4N-3F-C 45541

- 1) Full-time flexible letter carriers may exercise their preference by use of seniority for available craft duty assignments in accordance with the provisions of Article 41.2.B.3.
- 2) Notwithstanding the foregoing, if, prior to the exercise of his/her preference, a full-time flexible employee has been assigned a schedule for a service week by the preceding Wednesday in

accordance with the Article 7 Memorandum of Understanding dated February 3, 1981, then the employee shall remain in that assignment for the balance of the service week before assuming the opted-for assignment.

3) In no event shall the employee be prevented from assuming the opted-for assignment for a period of more than one week.

M-00097 Pre-arbitration Settlement, September 6, 1985, H1N-5D-C 6601

Management may assign a reserve carrier to a temporary assignment of 5 days or more rather than honor the request of a part-time flexible provided it can be demonstrated that honoring the opt would result in insufficient work for the full-time regular.

M-00293 Step 4 Settlement, October 25, 1983, H1N-5D-C 7441

A PTF, temporarily assigned to a route under Article 41, Section 2B, shall work the duty assignment, unless there is no other eight-hour assignment available to which a fulltime employee could be assigned. A regular carrier may be required to work parts or "relays" of routes to make up a full-time assignment. Additionally, the route of the "holddown" to which the PTF opted, may be pivoted if there is insufficient work available to provide a full-time carrier with eight hours of work. Absent the above conditions, the PTF who exercised a bid preference and was awarded the assignment in accordance with Article 41, Section 2B4, shall work that duty assignment for its duration.

M-00531 Step 4 Settlement, December 5, 1984, H1N-1N-C 23934

Once an employee has been assigned to a "hold-down" pursuant to the local procedures established in accord with the above-referenced Memorandum, such employee should not be bumped from that assignment except to provide an 8-hour assignment to a full-time regular employee who would otherwise be insufficiently employed. See also [M-00521](#), [M-00289](#), [M-01211](#), [M-00238](#), and [M-00375](#).

M-00917 Step 4 Settlement, April 13 1989, H7N-4G-C 7520

We further agreed that a PTF temporarily assigned to a route under Article 41.2.B., shall work the duty assignment, unless there is no other eight hour assignment available to which a full time employee could be assigned. A regular carrier may be required to work parts or "relays" of routes to make up a FT assignment. Additionally, the route of the hold-down to which the PTF opted, may be pivoted if there is insufficient work available to provide a FT carrier with eight hours of work. Absent the above conditions, the PTF who exercised a bid preference and was awarded the assignment in accordance with Article 41.2.B.4., shall work that duty assignment for its duration.

M-01500 Pre-arbitration Settlement, October 8, 2003, H98N-4H-C-01216386

The issue in this grievance is whether management violated Article 41.2.B.4 of the National Agreement, when a part-time flexible (PTF) city letter carrier was taken off a "hold-down" assignment to provide work to a full-time city letter carrier on limited duty.

After reviewing this matter, we mutually agree that no national interpretive issue is presented in this case. We agree to remand this case to Step B with the following understanding.

Full-time employees when on limited duty as a result of a job-related illness or injury, may “bump” a PTF on a “holddown” assignment (or portion of hold-down assignment) only if the duties on the “hold-down” assignment are included in the written/verbal (see ELM 545.32) limited duty assignment and there is no other work available to satisfy the terms of the limited duty assignment.

Consistent with page 41-13 of the Joint Contract Administration Manual the opt is not terminated the PTF is “bumped” on a day-to-day basis.

M-01126 Step 4 Settlement, April 15, 1993, H7N-5R-C 32586

We agreed that management may not remove a part-time flexible carrier from a hold-down assignment solely to avoid the payment of penalty overtime pay. We also agreed that this does not limit management's right to remove a PTF carrier from a hold-down if there is insufficient work available to provide a full-time carrier with eight hours work.

M-00154 Step 4 Settlement, December 14, 1979, N8-N-0176

In the office in question when the regular route carrier is called in on his off-day to work his own route, he bumps the utility carrier to one of the other four routes in his string of routes. To enable the utility carrier to achieve the essence of his bid assignment, he will be allowed to displace an employee who has opted to cover an assignment under the provisions of Article 41, Section 2.B.3,4 and 5 as long as such route is one of the utility carrier's string of routes and if none of the other routes in his string are available.

Note: *Whether or not the above settlement is applicable in a specific office can only be determined by referring to the applicable Local Memorandum of Understanding.*

M-00239 Step 4 Settlement, June 2, 1982, H8N-1M-C 23521

A part-time flexible who, pursuant to Article 41, Section 2.B of the 1978 National Agreement, has selected a craft duty assignment by exercise of seniority shall work that duty assignment for its duration. This includes the daily hours of duty of the assignment. See also [M-01394](#).

M-00404 Step 4 Settlement, February 21, 1980, N8-W-0216

Employees assuming the temporary assignment will assume the work schedule of the regular carrier including off-days and reporting time.

M-00686 Step 4 Settlement, July 8, 1983, H1N-5B-C 11222

It is management's position that although the grievant was awarded a five-day "hold-down" assignment that could have resulted in a short work week, the proper remedy was to adjust the schedule by having the employee work one of the non-scheduled days. Furthermore, because this adjustment was made to eliminate an under-time situation, the grievant is not entitled to out-of-schedule premium.

M-00353 Step 4 Settlement, May 24, 1985, H1N-5G-C 24094

A reserve carrier who does not opt for a "hold-down" shall nonetheless assume the schedule of the "hold-down" if management elects to assign the reserve carrier to the route or assignment anyway.

This settlement establishes the schedule a reserve letter carrier should work if assigned to a hold-down by management. It does not waive the carrier's entitlement to out-of-schedule pay. See [M-00940](#).

M-00375 Step 4 Settlement, June 3, 1982, H8N-IM-C-23442

A part-time flexible who, pursuant to Article XLI, 2.B., 1978 National Agreement, has selected a craft duty assignment by exercise of seniority shall work that duty assignment for its duration. This includes the daily hours of duty of the assignment. The local Union's request for pay- and leave adjustments is diminutive compared to the overwhelming administrative burden to implement. Local management will ascertain that full pay and benefits are credited for all hours actually worked by the employees involved.

M-00434 Step 4 Settlement, May 6, 1983, H1W-3P-C 10710

T-6 vacancies are not filled through Article 41, Section 2.b, but rather through Article 25, Section 4.

M-00620 Step 4 Settlement, November 3, 1983, H1N-SG-C 14177

An employee who has exercised a bid option under Article 41, Section 2.B.3 or 2.B.4. of the National Agreement, shall work that duty assignment for its duration except in very limited circumstances. Accordingly, such employee is not available to be detailed to higher level bargaining-unit work under Article 25.

M-01211 Step 4 Settlement, September 6, 1994, F90N-4F-C 93021199

The issue in this grievance is whether a full-time Reserve Letter Carrier (RLC) can bump a junior PTF Carrier Who had been awarded a hold-down assignment under Article 41.2.B of the National Agreement, rather than being assigned to work in a different zone.

The parties agreed that, as specified in case H1N-1N-C 23934, once an employee has been assigned to a "hold-down" pursuant to the local procedures established in accord with the above-referenced Memorandum, such employee should not be bumped from that assignment except to provide an 8-hour assignment to a full-time regular employee who would otherwise be insufficiently employed. See also [M-00531](#).

M-01394 Step 4 Settlement, October 25, 1999, C94N-4C-C 99184378

The issue in these grievances is whether management violated the National Agreement by instructing PTF employees, who were on a hold-down assignments, to take a one (1) hour lunch period on October 16, 1998. After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases. Accordingly, we agreed to remand these cases to the parties at Step 3 for application of Article 41.2.B of the National Agreement and for application

Remedy for Violations

M-00473 Step 4 Settlement, March 11, 1982, H1N-4B-C 162

The PTF holding the opt is entitled to work the opted assignment without a change in days off. In this case, where he was scheduled to work the day off and not worked on one of the days of the opt, he shall be compensated at the proper overtime rate.

M-00474 Step 4 Settlement, March 11, 1982, H8N-4C-C 34921

The PTF holding the opt is entitled to work the opted assignment without a change in days off. In this case, grievant took leave on Saturday (the 1st day of the service week) and the employer later changed that to a day off. Therefore, the grievant will be compensated for 8 hours of pay at the overtime rate in effect at the time the dispute arose.

M-00720 Pre-arbitration Settlement, January 27, 1982, H8N-4E-C 13406

The grievants (PTFS) were properly assigned in accordance with Article 41, Section 2.B.4. The grievants should have worked the assignments in question for the duration without changing days off of the assignment. Since the grievants worked on a scheduled day off, they should have worked six days in the week in question. Therefore, each grievant will be compensated for 8 hours of pay at the overtime rate in effect at the time the dispute arose. See also [M-00227](#), [M-00232](#), [M-00473](#), and [M-00474](#).

HOLIDAYS

The information in this section supplements the material found in Article 11 of the National Agreement and the JCAM. Article 11 also includes a list of holidays for which city carrier assistants (CCAs) are paid. The Employee and Labor Relations Manual (ELM) includes the following list of holidays observed by the Postal Service.

434.411 Holidays Observed

Provisions for holiday observance are as follows:

a. The following 11 days are observed as holidays:

1. New Year's Day.
2. Martin Luther King Jr.'s Birthday.
3. Washington's Birthday (Presidents' Day).
4. Memorial Day.
5. Juneteenth National Independence Day.
6. Independence Day.

7. Labor Day.

8. Columbus Day.

9. Veterans' Day.

10. Thanksgiving Day.

11. Christmas Day.

b. Variations in schedule for holiday observance are as follows:

1. If a holiday falls on an eligible employee's regular scheduled workday, including Saturday or Sunday, the employee observes the holiday on that day.

2. [If a holiday falls on an eligible employee's scheduled nonworkday, the first scheduled day preceding the holiday is designated as the employee's holiday except as provided in 434.411b3 and 434.421.](#)

3. If a holiday falls on a Sunday that is a nonscheduled workday for an eligible employee, Monday is designated as the employee's holiday. However, if Monday is also a nonscheduled workday, then Saturday is designated as the employee's holiday. For postal police officers, see the USPS–PPO Agreement.

Note: *Beginning in 2022, the Postal Service unilaterally amended Section 434.411 of the ELM to include the Juneteenth National Independence Day as an observed holiday. Because of this unilateral action, the list of observed holidays in the ELM does not match those listed in Article 11, Section 1 of the National Agreement.*

[M-01894](#) Step 4 Settlement, July 27, 2018, Q16N-4Q-C 17638150 – Article 11.8 – CCA Holiday Provisions

NALC and the Postal Service have settled national-level case Q16N-4Q-C 17638150 concerning the effective date of the City Carrier Assistant (CCA) holiday provisions of Article 11.8 of the 2016 collective bargaining agreement. Employees who remain on the rolls as either a CCA or career letter carrier who were on the rolls as a CCA on Christmas Day 2016, New Year's Day 2017, Memorial Day 2017, and Independence Day 2017 will be paid for these holidays.

[M-01937](#) Step 4 Settlement, January 22, 2021, Q11N-4Q-14270600 – Holiday Pecking Order

Settlement to national-level grievance Q11N-4Q-14270600 concerning whether the holiday schedule pecking order is applicable to the assignment of personnel to complete parcel delivery on holidays in installations that have Sunday parcel delivery.

Holiday Scheduling – Pecking Order

Beginning with the 1987 National Agreement, Article 11 was changed to require posting of the holiday schedule as of Tuesday preceding the week in which the holiday falls. Earlier decisions,

although referring to Wednesday, may be understood to mean Tuesday.

The reference to LMOU's refers to Article 30.B.13 which provides that the local parties may bargain concerning "the method of selecting employees to work on a holiday."

[C-00928](#) National Arbitrator Mittenthal, April 15, 1983, H8C-5D-C 14577

Management must follow the pecking order in Article 11 Section 6 in scheduling for holiday coverage. However, if additional employees are needed after the schedule has been posted, management may use employees from the OTDL rather than holiday volunteers. See also [M-01186](#).

[M-01186](#) Step 4 Settlement, March 3, 1994, J90N-4J-C 94000256

During our discussion, we mutually agreed that the use of the overtime Desired List (OTDL), to obtain additional employees needed to work on the holiday after the holiday schedule is posted is addressed in national case H8C-5D-C 14577, and the local memorandum of understanding (LMOU), if applicable. See also [C-00928](#).

[M-00366](#) Step 4 Settlement, January 10, 1980, N8-C-0191

There is no contractual obligation to utilize the Overtime Desired List when scheduling for holiday coverage. See also [M-00168](#).

[C-06775](#) National Arbitrator Mittenthal, January 19, 1987, H4C-NA-C 21, "Second Issue"

Management may not ignore the "pecking order" in holiday period scheduling under Article 11, Section 6 in order to avoid penalty overtime pay under Article 8. Management may not treat regular volunteers for holiday period work as having volunteered for up to twelve hours on whatever day(s) they are asked to work.

[C-00940](#) National Arbitrator Gamser, December 22, 1979, MC-C-481

The Postal Service has no obligation to notify persons whose names are not on the holiday schedule posting on the Wednesday (now Tuesday) preceding the holiday that they are not required to work on the holiday.

[M-00152](#) Step 4 Settlement, August 31, 1977, NC-E-7265/E3SJ-664

Article XI, Section 6 of the National Agreement is written to allow as many full-time regular schedule employees off on a holiday as practicable. In the absence of a Local Memorandum of Understanding holiday volunteers may be selected in any order deemed appropriate.

[C-17582](#) National Arbitrator Snow, November 28, 1997, B90N-4B-C-94029392

The exception in ELM Section 434.533(c) applies whether the replaced full-time employee was scheduled for a regular day or a holiday.

[M-00340](#) Step 4 Settlement, July 16, 1974, NBS 1739

There is no provision which provides for the assignment of "best qualified" employees to perform carrier work on a holiday.

M-00400 Step 4 Settlement, July 16, 1974, NBS 1739

In the absence of any local memorandum of understanding providing to the contrary, full-time and part-time regular letter carriers who wish to work on a holiday must be afforded an opportunity to do so before arbitrarily assigning employees to work on their designated holiday.

M-00946 Step 4 Settlement, October 6, 1989, H7N-1R-C-6142

We agreed that management has an obligation to post a holiday schedule for December 25.

M-00871 Pre-arbitration Settlement, January 10, 1989, H4N-5K-C 38796

Holiday scheduling provisions, whether found in Article 11.6 of the National Agreement or in a Local Memorandum of Understanding apply to actual as well as designated Holidays.

M-01293 Step 4 Settlement, March 31, 1998, A94N-4A-C 97090426

Donated leave under the leave share program is considered paid status for holiday leave purposes.

Handbook EL-401, Section 4.C.1, August 2000

Full-time regular employees in the bargaining units are guaranteed 8 hours' work (or pay in lieu of work) if called in to work on their non-scheduled day, **holiday or designated holiday**. If such an employee works 6 hours and is then told by the supervisor to clock out because of lack of work, the remaining 2 hours, or the employee's 8 hour guarantee, is recorded as guaranteed time. (Emphasis added)

M-00155 Step 4 Settlement, February 28, 1978, NCC 9687

Management can call in an employee on holiday as a replacement for another employee properly scheduled for holiday work without impairing (sic) a 50% penalty.

This settlement is consistent with ELM Section 434.533 which reads:

434.533 (c) When a full-time employee who is scheduled to work on a holiday is unable or fails to work on the holiday, the supervisor may require another fulltime employee to work such schedule, and such employee is not eligible for holiday scheduling premium.

M-00150 Step 4 Settlement, April 14, 1977, NCC 4322

A properly scheduled part-time flexible employee was replaced on the holiday by a full-time regular employee after the part-time flexible advised of being ill and of his inability to report as scheduled. Under such circumstances, the full-time regular employee is entitled to be compensated an additional fifty percent (50%) of his basic hourly straight-time rate of pay for each hour worked on the holiday schedule up to eight hours.

M-01207 Step 4 Settlement, August 4, 1994 E90N-4E-C 93023015

The issue in this grievance is whether carriers must be permitted to carry their routes on a state holiday.

The parties mutually agreed that on days when the Post Office is closed for local observances, full-time carriers scheduled for duty who do not have approved leave, will be allowed to work. In such circumstances they will be allowed to work as much of their bid assignment as is available. It is the parties' understanding that, in this case, street delivery is not available. In the event there is insufficient work on their bid assignment to meet their work hour guarantee, they may be assigned work in accordance with Article 7, Section 2.B of the National Agreement.

M-01275 Step 4 Settlement, January 2, 1997, C94N-4C-C 96055622

The issue in this case is whether or not management must include part-time flexible carriers when posting a holiday schedule.

After reviewing this matter, we mutually agreed that the posting of a holiday schedule on the Tuesday preceding the service week in which the holiday falls shall include part-time flexible carriers who at that point in time are scheduled to work on the holiday in question. See also [M-00936](#).

M-00898 Step 4 Settlement, February 5, 1989, H7N-5R-C 4230

Article 11, Section 6.B of the National Agreement requires that, where operational circumstances permit, casual and PTF employees should be utilized in excess of eight (8) hours before any regular employees should be required to work their holiday or designated holiday.

M-00300 Step 4 Settlement, April 1, 1985, B1C-4B-C 35548

Part-time flexible employees while detailed to another facility may be utilized for holiday work, provided they possess the necessary skills needed to perform the required duties.

M-00936 Step 4 Settlement, April 6, 1973, N-E-2574 (41V2)

The posting of a holiday schedule on the Wednesday preceding the service week in which the holiday falls shall include part-time flexible employees who at that point and time are scheduled to work on the holiday in question. See also [M-01275](#).

M-01081 Step 4 Settlement, June 9, 1992, H7N-2L-C 37383

The posting of a holiday schedule on the Tuesday preceding the service week in which the holiday falls will include part-time flexible employees who at that point in time are scheduled to work on the holiday in question. See also [M-01275](#) and [M-00936](#).

M-01200 Step 4 Settlement, January 5, 1995, C90N-4C 94041271

The issue in this grievance is whether Management violated the National Agreement by scheduling NALC transitional employees (TEs) for holiday work instead of full-time carriers who, volunteered.

After reviewing this matter, we mutually agreed that, if there was an eight hour assignment (route) or eight hour block of work available, it should have been assigned to a full-time regular volunteer

instead of a TE.

Remedy for Violations

M-00859 Memorandum October 19, 1988

The parties agree that the Employer may not refuse to comply with the holiday scheduling "pecking order" provisions of Article 11, Section 6, or the provisions of a Local Memorandum of Understanding in order to avoid payment of penalty overtime. The parties further agree to remedy past and future violations of the above understanding as follows.

1. Full-time employees and part-time regular employees who file a timely grievance because they were improperly assigned to work their holiday or designated holiday will be compensated at an additional premium of 50 percent of the base hourly straight time rate.
2. For each full-time employee or part-time regular employee improperly assigned to work a holiday or designated holiday, the Employer will compensate the employee who should have worked but was not permitted to do so, pursuant to the provisions of Article 11, Section 6, or pursuant to a Local Memorandum of Understanding, at the rate of pay the employee would have earned had he or she worked on that holiday.

M-01591 Step 4 Settlement, Settlement January 13, 1981, H8N-5D-C 12936

The question raised in this grievance involves whether the grievant, who volunteered to work on a holiday was properly passed over.

It was the position of the local office that the grievant was denied the opportunity to work his designated holiday because he lacked the necessary skills and knowledge of the city delivery route he would have been assigned. By virtue of the fact that the grievant is a letter carrier, in and of itself, makes him qualified to perform the duties on a city delivery route. Based on the fact circumstances of this instant case, it was mutually agreed to pay the grievant 8 hours of pay at the straight time rate.

C-02975 National Arbitrator Fasser, August 16, 1978, NCC 6085

Proper remedy for Article 11 holiday scheduling violation is full pay for missed work.

JOINT STATEMENT ON VIOLENCE

M-01242 Joint Statement on Violence and Behavior in the Workplace, February 14, 1992

We all grieve for the Royal Oak victims, and we sympathize with their families, as we have grieved and sympathized all too often before in similar horrifying circumstances. But grief and sympathy are not enough. Neither are ritualistic expressions of grave concern or the initiation of investigations, studies or research projects.

The United States Postal Service as an institution and all of us who serve that institution must firmly and unequivocally commit to do everything within our power to prevent further incidents of work-related violence.

This is a time for a candid appraisal of our flaws and not a time for scapegoating, fingerpointing or procrastination. It is a time for reaffirming the basic right of all employees to a safe and humane working environment. It is also the time to take action to show that we mean what we say.

We openly acknowledge that in some places or units there is an unacceptable level of stress in the workplace; that there is no excuse for and will be no tolerance of violence or any threats of violence by anyone at any level of the Postal Service; and that there is no excuse for and will be no tolerance of harassment, intimidation, threats or bullying by anyone.

We also affirm that every employee at every level of the Postal Service should be treated at all times with dignity, respect and fairness. The need for the USPS to serve the public efficiently and productively and the need for all employees to be committed to giving a fair day's work for a fair day's pay, does not justify actions that are abusive or intolerant. "Making the numbers" is not an excuse for the abuse of anyone. Those who do not treat others with dignity and respect will not be rewarded or promoted. Those whose unacceptable behavior continues will be removed from their positions.

We obviously cannot ensure that however seriously intentioned our words may be, they will not be treated with winks and nods, or skepticism, by some of our over 700,000 employees. But let there be no mistake that we mean what we say and we will enforce our commitment to a workplace where dignity respect and fairness are basic human rights, and where those who do not respect those rights are not tolerated.

Our intention is to make the workroom floor a safer, more harmonious, as well as a more productive workplace. We pledge our efforts to these objectives.

M-01243 Second Joint Statement On Violence And Behavior In The Workplace

In our Joint Statement of February, we affirmed our belief that dignity, respect and fairness are basic human rights, and we pledged our efforts toward a safer, more harmonious, as well as a more productive workplace. Since then, we have continued to meet regularly and engage in an active dialogue on the issues addressed in that statement. We believe that effective communication and a cooperative spirit are the starting point for the resolution of the problems in our workplace.

It is essential to our efforts that the same discussions and cooperative efforts take place among representatives of management, postal unions, and management organizations at the region, division, and MSC levels, as well as at the national level. To the extent that representatives at those levels have not yet established an ongoing dialogue on these issues, we ask that you do so without further delay. The joint groups should focus on ways to foster safe, harmonious, and productive workplaces and, when a particular problem site is identified, the representatives should work together to eliminate the underlying problems.

In our discussions at the national level on problem sites, we concluded that problems are best addressed, and resolved, at the lowest possible level. Accordingly, if a problem site comes to our attention at the national level, we will refer it to the appropriate regional joint group for attention. An intervention will not be initiated at this level unless the regional or local parties are unable to resolve the problems at the site. This problem-solving approach is not intended as a substitute for existing dispute resolution processes, but as an informal, cooperative approach to significant workplace relationship problems wherever they may occur. We can and must work together to resolve the factors contributing to disputes in our workplace, and we expect our counterparts at all levels of the organization to work toward that end.

[C-15697](#) National Arbitrator Snow, August 16, 1996, Q90N-4F-C 94024977

"(T)he Joint Statement on Violence and Behavior in the Workplace constitutes a contractually enforceable bargain."

"The grievance procedure of the National Agreement may be used to enforce the parties' bargain, and arbitrators have available to them the flexibility found in arbitral jurisprudence when it comes to formulating remedies, including removing a supervisor from his or her administrative duties."

[M-01332](#) Step 4 Settlement, June 25, 1998, A94N-4A-D 97120613

Removals relating to violations of the Joint Statement Regarding Violence in the Workplace are properly scheduled and heard in regular arbitration.

Court Decisions

[M-01488](#) Sixth Circuit Court June 4, 2003

Decision upholding regional arbitration award demoting a supervisor for violation of the Joint Statement on Violence and Behavior in the Workplace. **This is a case that should be submitted in arbitration cases involving the Joint Statement.**

[M-01518](#) United States Court of Appeals for the Fourth Circuit, November 5, 2002

This decision reversed a decision by a lower court that the regional arbitration award of Arbitrator Raymond Britton in Clinton, Maryland (C-21913) case could not be upheld.

The Fourth Circuit determined that the decision to remove the Postmaster should be upheld. This is a case that should be submitted in arbitration cases involving the Joint Statement.

See the November 2003 NALC Arbitration Advocate article "U.S. Courts Confirm Joint Statement." for a further discussion of these cases.

JURISDICTION

Article 1, Section 1 of the National Agreement gives NALC exclusive jurisdiction over City Letter Carrier work.

C-03232 National Arbitrator Garrett, August 30, 1974, N-C-4120

These (Postal Service) arguments, however skillful an exercise in semantics, overlook the consistent treatment of the City and Rural Carriers as separate "crafts" for purposes of collective, bargaining. While their work in many instances may be virtually identical, this in no way can detract from the dominant fact that these two groups have been deemed to be separate "crafts" for many years, both in law and in practice. Article VII, Section 2A, cannot be interpreted properly except in light of this firmly established meaning of the words "craft" and "crafts" as used therein. **This meaning does not lie in any abstract definition of either "craft." It can only be found in established practice in each given Post Office in assigning work to one or the other of the craft bargaining units.** If this interpretation somewhat limits the flexibility of Management to transfer work from City to Rural Carriers (and thus to change the type of service provided in. given areas), it nonetheless is inescapable when Article VII, Section 2A is read in the context in which it was written. Moreover, the basic policy thus reflected in this provision may well be essential to the maintenance of sound relationships between the Postal Service and the various Unions involved, as well as among the Unions themselves.

C-13791 National Arbitrators Mittenthal and Zumas, August 1, 1994, H7N-NA-C 42 "Vienna/Oakton Virginia Case"

The core of this ruling is that the jurisdiction of a "craft" is to be determined by the "established practice in each given Post office in assigning work". From the standpoint of jurisdiction, the customary way of doing things becomes the contractually correct way of doing things. Work always performed by rural carriers in a given area is presumptively within NRLCA's jurisdiction just as work always performed by city carriers in a given area is presumptively within NALC's jurisdiction. This heavy reliance on "practice" was a means of insuring the stability of each craft bargaining unit (Emphasis added).

C-32078 APWU National Arbitrator Goldberg, August 17, 2015, Q10C-4Q-C 13106056

In this national level arbitration, the APWU challenged the validity of the USPS/NALC MOU "Re: Delivery and Collection of Competitive Products." The APWU argued the USPS could not unilaterally grant exclusive jurisdiction to the NALC over the delivery and collection of competitive products, as it has done under the cited MOU. Arbitrator Goldberg denied the grievance by ruling the USPS/NALC MOU does not infringe upon any jurisdictional rights of the APWU.

M-01125 Step 4 Settlement, April 8, 1993, HoN-4J-C 9940

The issues in this grievance are whether Management violated the National Agreement by assigning delivery of first class and priority mail to a Special Delivery Messenger and whether the grievance was filed within contractual time limits.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that the delivery of first class and priority mail on a route served by a

letter carrier is letter carrier work. The propriety of a cross craft assignment can only be determined by the application of Article 7.2.

In General

[C-00755](#) National Arbitrator Mittenthal, December 8, 1982, H1C-4P-C 1792

The assignment of a city carrier to mail distribution and other tasks at a lock box unit in Fargo, North Dakota did not violate the 1981 National Agreement.

[C-03247](#) National Arbitrator Garrett, January 17, 1977, NC-NAT-1576

The arbitrator found that the Postal Service did not violate the National Agreement by having clerks sort mail for apartments buildings into "directs" and having the carrier separate the mail in the apartment mail room rather than in the office.

[C-12786](#) National Arbitrator Snow, February 19, 1993, H7N-1A-C 25966

"(T)he Employer did not violate the parties' National Agreement when it made available temporary letter carrier transport duties (Bus Driver) to the Motor Vehicle Craft exclusively."

[C-13007](#) National Arbitrator Snow, May 20, 1993, H7C-NA-C 96

The employer violated Article 4, Section 3 by failing to offer current employees the opportunity to apply for Remote Video Encoding work.

[M-01125](#) Step 4 Settlement, April 8, 1993, HoN-4J-C 9940

The issues in this grievance are whether Management violated the National Agreement by assigning delivery of first class and priority mail to a Special Delivery Messenger and whether the grievance was filed within contractual time limits.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that the delivery of first class and priority mail on a route served by a letter carrier is letter carrier work. The propriety of a cross craft assignment can only be determined by the application of Article 7.2.

Delivery

See also

[Rural Routes](#)

[M-01188](#) Step 4 Settlement, March 3, 1994, SoN-3C-C 13061

The issue in this grievance is whether management violated the National Agreement by assigning delivery of first class and priority mail within the boundaries of established city delivery to Clerks and Special Delivery Messengers.

During our discussion we mutually agreed that the delivery of first class and priority mail on a route served by a letter carrier is letter carrier work. The propriety of a cross craft assignment can only be determined by the application of Article 7.2.

M-01125 Step 4 Settlement, April 8, 1993, HoN-4J-C 9940

The issues in this grievance are whether Management violated the National Agreement by assigning delivery of first class and priority mail to a Special Delivery Messenger and whether the grievance was filed within contractual time limits.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that the delivery of first class and priority mail on a route served by a letter carrier is letter carrier work. The propriety of a cross craft assignment can only be determined by the application of Article 7.2. See also [M-01080](#).

M-01080 Step 4 Settlement, June 9, 1992, H7N-3A-C 40704

The issue in this grievance is whether the delivery of Priority and First Class Mail by Special Delivery messengers violates the terms and conditions of the National Agreement.

In the particular fact circumstances of this case, the work described, i.e., the delivery of First Class and Priority Mail on a route served by a Letter Carrier, is Letter Carrier work. The propriety of a Cross Craft assignment can only be determined by the application of Article 7 Section 2.

M-00415 Step 4 Settlement, March 30, 1977, NCS 5258

Delivery of Special Delivery Mail may be made by regular city carriers when the conditions of Part 166.311 of the Postal Service Manual are met.

M-01224 Step 4 Settlement, August 16, 1995, E90N-4E-C 94055266

The issue in this grievance is whether Management violated the National Agreement by permitting a Commercial Mail Receiving Agency (CMRA) to deliver mall merchant's mail.

During our discussions the parties agreed that CMRA's are only allowed to handle merchant's mail when PS Form 1583 (Application of Delivery Through Agent) has been submitted by a merchant authorizing the release of their mail to a CMRA. Without a signed PS Form 1583, mail may not be released to a CMRA. These guidelines are contained in the Domestic Mail Manual (DMM), Section D 042. In this case, there are no signed PS Form 1583's for all merchants at the Mall.

C-32077 NRLCA National Arbitrator Das, August 20, 2015, Q06R-4Q-C 10397613

In this national level arbitration, the National Rural Letter Carriers' Association contended the USPS violated the USPS/NRLCA/NALC Tripartite MOU and Guidelines by converting or assigning deliveries pursuant to the 2008 USPS-NALC "Assignment of City Delivery" MOU. The USPS argued the arbitrator lacked jurisdiction to decide the merits of the grievance because such disputes must be resolved under the dispute process that is outlined in the 2006 Tripartite MOU. Arbitrator Das ruled he lacked the authority to resolve the grievance on the merits.

M-00384 Memorandum of Understanding, September 15, 1978

As a general rule conversions from rural to city delivery shall be considered only to:

1. Provide relief for overburdened rural routes when all other alternatives are impractical.
2. Establish clear cut boundaries between rural and city delivery territory and eliminate overlapping and comingling of service
3. Provide adequate service to highly industrial areas or apartment house complexes on rural routes.
4. Provide service to areas where city delivery service will be more cost effective. Regional review is required when cost is the basis for conversion.

Areas considered for conversion must meet all the basic requirements for an extension of city delivery and must be contiguous to existing city delivery service. However, the fact that a given area is fully developed and adjacent to city delivery does not, of itself, constitute sufficient justification for conversion.

M-01125 Step 4 Settlement, April 8, 1993, HoN-4J-C 9940

The issues in this grievance are whether Management violated the National Agreement by assigning delivery of first class and priority mail to a Special Delivery Messenger and whether the grievance was filed within contractual time limits.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that the delivery of first class and priority mail on a route served by a letter carrier is letter carrier work. The propriety of a cross craft assignment can only be determined by the application of Article 7.2.

Collections

M-01034 Pre-arbitration Settlement, March 12, 1992, H7N-5T-C-44288

The issue in this grievance is whether the establishment of a Collection/Distribution Clerk duty assignment in Canoga Park, California, violated the National Agreement.

During the discussion, it was mutually agreed that the following constitutes full settlement of this grievance:

- 1) Position MO-28 will be abolished in accordance with contractual provisions.
- 2) The collection duties at issue in this grievance (Canoga Park) will be reassigned to city carriers.
- 3) This settlement does not constitute a waiver of management's rights to assign collection duties in accordance with the National Agreement.

M-00348 Step 4 Settlement, June 14, 1985, H1N-5F-C 26543

The key position description for special delivery messengers provides that special delivery messengers' duties and responsibilities include the delivery and collection of mail.

However, once the letter carriers receive appropriate instruction on the proper handling of these cards, either a management representative or another designated employee may document the number of cards given to each letter carrier on a daily basis.

Spreading, Withdrawing Mail

[C-03244](#) National Arbitrator Garrett, January 30, 1978, NBS 4334

Management may properly assign clerks to distribute mail to carrier cases. See also [M-00010](#).

[M-00892](#) USPS Letter, January 3, 1989

"Assistant Postmaster General Mahon's letter pertaining to our position on the issue of spreading mail to carriers in no manner is designed to abate the provisions of Section

116.6 of the M-39 Handbook, entitled "Carrier Withdrawal of Letters and Flats", which addresses the fact that carriers may be authorized to make up to two withdrawals from the distribution cases prior to leaving the office, plus a final clean up sweep as they leave the office."

[M-01099](#) Step 4 Settlement, August 6, 1992, HoN-1T-C 8391

The issue in this grievance is whether the withdrawal of mail is letter carrier craft work.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case.

The assignment of letter carriers to withdraw mail from distribution cases conforms with the relevant provisions of the M-39 Handbook (Section 116.6, Carrier Withdrawal of Letters and Flats).

[M-00287](#) Step 4 Settlement, July 29, 1977, NCS 6733

Clerks should not withdraw mail from the carrier's case.

[M-01134](#) APWU Step 4 Settlement, November 29, 1982, H1C-3D-C 10719

The question in this grievance is whether management violated Article 7 of the National Agreement by allowing carriers to withdraw mail from distribution cases. The union contends that this work belongs to the clerk craft.

Our review of pertinent regulations including the national agreement together with the information provided in the case file did not support a finding that a contractual violation occurred. Accordingly, we find no violation of the national agreement and the grievance is denied.

Transporting Mail

[C-24430](#) National Arbitrator Steven Briggs, July 16, 2003, E90N-4E-C 95001512

National Arbitrator Briggs held that the Postal Service violated the National Agreement by reassigning a one-hour AM shuttle run at the Lynwood, Washington Post Office from the City Letter Carrier craft to the Clerk craft. As a remedy, the Postal Service was directed to return the work in question to the Letter Carrier craft and to make whole any Letter Carrier craft employee adversely affected by the violation. Arbitrator Brigg's award is consistent with a long line of national level arbitration decisions establishing that craft jurisdiction is determined by local practice.

[C-15602](#) National Arbitrator Snow, July 24, 1996, B90V-4B-C 93032199

The Postal Service did not violate the national agreement when it assigned other than Motor Vehicle Service Division employees to transport bulk quantities of Express Mail.

[M-01897](#) Interpretive Step, October 22, 2018, Q01N-4Q-C 07136663

This case concerns the inter-station runs in Reno, Nevada to Highway Contract Route service prior to the effective date of the 2006 collective bargaining agreement. The parties agree no national interpretive issue is presented in this case. Any grievances held pending the outcome of this case should be processed in accordance with Article 15 of the National Agreement.

LAWN CROSSING

[C-03228](#) National Arbitrator Garrett, August 20, 1979, NC-NAT-13212

The determination of what constitutes an obvious shortcut or whether a hazard exists is made in the first instance by the carrier. See JCAM Discussion above

[C-03219](#) National Arbitrator Aaron, November 10, 1980, N8-NA-0219

Shop Stewards have the right under Article 17 Section 3 of the 1978 National Agreement to investigate grievances as provided therein, including the right to interview postal patron witnesses during working hours in connection with situations in which a letter carrier has made an initial determination that a particular customer would object to his lawn being crossed and where a supervisor has overridden that determination and issued an order that such lawn be crossed.

[M-00273](#) USPS Letter June 15, 1978, NC-NAT-13212

Postal Service policy does not advocate that management issue blanket orders requiring letter carriers to cross every lawn or take every shortcut.

[M-00721](#) Step 4 Settlement, May 27, 1977, NCS 6072

The fact that a patron may not have any mail on a given day does not restrict the carrier from crossing the lawn.

[M-00160](#) USPS Letter, August 7, 1986

The Office of Delivery and Retail Operations indicates that the position of the Postal Service is that where a lawn has been chemically treated and a sign has been posted to that effect, the letter carrier serving that delivery would not be required to cross that lawn during the period the potential hazard

remained in effect.

M-00177 Step 4 Settlement, August 6, 1981, H8N-4J-C 25212

If the carrier made an initial determination that a particular postal customer did not wish his/her lawn to be crossed and the supervisor overrode that determination, management may not deny requests for investigation pursuant to Article XVII, Section 3 of the National Agreement by a shop steward. See also [M-00164](#).

M-00275 Step 4 Settlement, January 15, 1980, N8-N-0007

It is management's position that letter carriers are expected to take available short cuts if the customers do not object and there are no particular hazards to the carrier.

Notwithstanding, blanket instructions to all carriers to cross all lawns would not be considered proper.

M-00274 Letter, June 27, 1977, NCW 5806

Where the customer objects in writing to the carriers crossing their lawns, local management may investigate and should inform the carriers not to cross those specific customers lawns.

LAYOFFS

The no layoff provisions are found in Article 6 of the National Agreement and the JCAM.

M-00123 Step 4 Settlement, April 30, 1985, H1N-4E-C 35515

Whether the grievant met the pay period requirement for attainment of protected status can only be determined by evaluating the fact circumstances. If the grievant's OWCP claim is approved, then no break in service occurred. If the claim is not accepted, then a break did occur.

M-00088 Step 4 Settlement, September 25, 1984, H1C-1E-C 28103

The question raised in this case is whether the grievant was improperly required to begin a new 6 year period in a work status in order to achieve protected status on returning to duty after an absence of more than one year: The union contends that Article 6.A.3. did not intend to include time on maternity leave as time not worked for purposes of retaining protected status. During our discussion, we agreed to resolve this case based on our having no dispute relative to the meaning and intent of Article 6. Section A.3.a.3

M-00785 Step 4 Settlement, May 22, 1987, H4N-3S-C 31204

Leave without pay for maternity reasons is not considered "work" for the purposes of achieving protected status pursuant to the provisions of Article 6.A.3.

M-00469 Step 4 Settlement, November 7, 1980, N8-W-0490

The grievant is a "protected employee" for lay-off purposes as he was a member of the regular work force on September 15, 1978, the date of Arbitrator Healy's award. The fact that he resigned and was

subsequently reinstated has no bearing on his protected status.

M-00929 Step 4 Settlement, May 30, 1989, H7N-1P-C 13349

Time spent in National Guard Service is considered "work" for the purposes of achieving no layoff protection under the provisions of Article 6, Section A.3.a.1.

M-01122 USPS Letter, April 12, 1993

The parties agree to the following limited basis for terminating the employment of a transitional employee (TE) prior to expiration of the designated appointment term, in addition to, the bases set forth in the January 16, 1992, Mittenthal Interest Arbitration Award.

Specifically, where more than one TE at a facility has the same entered-on-duty date, management may establish TE's break in service before the end of their appointment terms in order to stagger their reappointment dates at the facility. However, such an early break in service must be effective at the end of a pay period and may not exceed seven days.

M-01206 Step 4 Settlement, January 5, 1995, B90N-4B-C 93035026

The issue in this grievance is whether management violated the National Agreement by continuing to employ eleven transitional employees after December 1992. The union does not challenge the initial term of hire for the subject transitional employees which was based on the DSSA formula.

Revised Chapter 6 specifies on page 6 that "Section 5 of the December 21, 1992 memorandum does not require that management use the new Hempstead methodology to justify the retention of TE's hired under the old DSSA analysis."

LEAVE

Leave, in General

M-00147 Pre-arbitration Settlement, September 30, 1985, H1N-2B-C 2563

Leave which is applied for consistent with the National Agreement and Local Memorandum of Understanding is awarded by seniority without regard to full-time or parttime status.

M-00841 Step 4 Settlement, May 4, 1988, H7C-NA-C 9

An employee who is on extended absence and wishes to continue eligibility for health and life insurance benefits, and those protections for which an employee may be eligible under Article 6 of the National Agreement may use sick leave and/or annual leave in conjunction with leave without pay (LWOP) prior to exhausting his/her leave balance. The employer is not obligated to approve such leave for the last hour of the employee's scheduled workday prior to and/or the first hour of the employee's scheduled workday after a holiday.

M-00165 Executive Order 5396 (Herbert Hoover), July 17, 1930

With respect to medical treatment of disabled veterans who are employed in the executive civil

service of the United States, it is hereby ordered that, upon the presentation of an official statement from duly constituted medical authority that medical treatment is required, such annual sick leave as may be permitted by law and such leave without pay as may be necessary shall be granted by the proper supervisory officer to a disabled veteran in order that the veteran may receive such treatment, all without penalty in his efficiency rating.

M-00866 Pre-arbitration Settlement, October 28, 1988, H4N-4F-C 11641

Executive Order 5396 (M-00165), dated July 3, 1930, does apply to the Postal Service and absences meeting the requirements of that decree cannot be used as a basis for discipline. See also [M-00388](#).

M-01818 Pre-arbitration Settlement, May 16, 2013, Q06N-4Q-C 11081434

The issue in this case involves changes to questions used in the automated Interactive Voice Response (IVR) system.

After reviewing this matter, we mutually agree that the subject issue has been resolved. Revisions to the IVR system on February 1, 2013, addressed the outstanding issues presented in this case. These changes were outlined in a January 31, 2013, letter to National President Rolando which states in relevant part:

*Currently when an employee who calls the Employee Service Line (877-477-3273, Option 4) to request unscheduled leave is unable to successfully negotiate the prompts, the caller is transferred to a contracted Call Center. There an agent collects the employee's information and enters it into the enterprise Resource Management System (eRMS). Beginning February 1 the IVR system will instead direct **the employee to contact their supervisor** in this circumstance. This agreement is without prejudice to the position of either party in this or any other case or circumstance.*

M-00388 Step 4 Settlement, May 16, 1981 H89-5C-D 13880

Executive order 5396 (Hoover, [M-00165](#)) is in effect but does not apply to the facts of the instant case.

M-00848 Step 4 Settlement, March 3, 1982, H1N-5K-D 154

The question raised in this grievance involves whether a letter of warning was for just cause, yet was referred to Step 4 Settlement as an interpretive issue by the USPS Regional Labor Relations Representative. The matters the Step 3 parties obviously desires interpreted involve Section 514.22, Employee and Labor Relations Manual and Executive Order 5396. After further review of this matter, we mutually agreed that no National interpretive issue is fairly presented in the particulars evidenced in this case. Executive Order 5396, signed July 17, 1930 by President Herbert Hoover is clear and unambiguous as to the responsibilities of both the employer and the employee. For the benefit of all concerned, a copy of subject Executive Order is enclosed.

Administrative Leave

See also

[Administrative Leave for Acts of God](#)

[M-01669](#) Letter of Agreement, January 23, 2008

We agree that the forthcoming national-level dispute on this issue will cover all city letter carriers who were denied administrative leave to attend the 2008 Nevada caucuses or subsequent similar presidential caucuses and who instead were granted annual leave or Leave Without Pay to attend such 2008 presidential caucuses. Accordingly, the National Association of Letter Carriers is not required to initiate local grievances to preserve its right to request a remedy for the subject denials of administrative leave.

[M-00905](#) Step 4 Settlement, January 4, 1989, H4N-1K-C 24809

Blood leave will not be unreasonably denied consistent with the guidelines in ELM Section 519.

[M-00650](#) Step 4 Settlement, April 15, 1987

Administrative leave is not an appropriate remedy since Section 519 of the Employee and Labor Relations Manual does not provide for such under the circumstances in these grievances.

[M-00970](#) NALC Publication Re: Administrative Leave

Contract Administration Unit white paper on Administrative leave.

Annual Leave

[M-01515](#) USPS Letter, February 12, 2004

Memorandum of Policy—Leave computation Date Corrections—erroneous Credit. This Memorandum is to announce the new policy and process for handling Leave Computation Date Corrections when an employee has been erroneously credited for prior military or civilian service that is not creditable under USPS leave policy. This new policy is effective for any accounts receivables process on or after February 7, 2004 (pay period 05/04).

[M-00508](#) Step 4 Settlement, June 15, 1984, H1N-5D-C 19202

Employees who have annual leave approved are entitled to such leave except in emergency situations.

[M-00184](#) Step 4 Settlement, September 8, 1981, H8N-5C-C 18666

While not contractually obligated to, management should give reasonable consideration to requests for annual leave cancellation.

[M-00365](#) Step 4 Settlement, April 30 1985, H1N-3A-C 40314

Whether a carrier transferring from the Irving Post Office to the Case Range Station must be allowed to also transfer scheduled leave can only be determined by evaluating local contractual requirements and fact circumstances. See also [M-00480](#).

M-00480 Step 4 Settlement, January 19, 1978, NC-C-9293

When a carrier transfers to another station, he takes his vacation slot with him. Consequently, there is no vacant slot for the remaining carriers to bid on.

M-00708 Step 4 Settlement, May 12, 1977, NCE 4868

The grievant was granted 40 hours annual leave, covering the period from August 16, 1976, through August 21, 1976. However, when the grievant returned from vacation, he found that his advance commitment for 40 hours annual leave was reduced to 32 hours. Under the circumstances, the reduction of annual leave from 40 hours to 32 hours was inappropriate. Accordingly, the grievance is sustained.

M-00334 Step 4 Settlement, April 5, 1973, NW 3155

The Postmaster will cease and desist from canceling the employee's bid vacation period during the choice period due to count and inspection week.

M-00535 Step 4 Settlement, March 11, 1985, H1N-1J-C 34481

An employee in a 204b position should not be precluded from bidding for choice vacation periods.

M-00865 Step 4 Settlement, March 17, 1977, ACC 10648

Granting additional periods of annual leave in the choice period subsequent to the initial bidding for choice vacations is not prohibited by Article X, Section 2D. of the National Agreement. We further agreed that if the needs of the Postal Service permit, an employee, by combining a choice vacation bid with an approved application for unscheduled absence, could have five consecutive weeks of annual leave during the choice vacation period.

M-01017 USPS Letter, January 29, 1982

This refers to our meeting of January 12, during which we discussed the various provisions set forth in the revised M-39 Handbook. With regard to our discussion on committed annual leave vs. canceling annual leave for route inspection purposes, this will clarify that the provision set forth in Article 10, Section 4, D, is controlling. It is not the intent of the Postal Service to cancel annual leave approved during the vacation planning process in order to comport with subsequently scheduled route inspection periods.

M-00492 Step 4 Settlement, March 12, 1984, H1N-5H-C 18583

Normally, employees on the overtime desired list who have annual leave immediately preceding and/or following nonscheduled days will not be required to work overtime on their off days. However, if they do desire, employees on the overtime desired list may advise their supervisor in writing of their availability to work a nonscheduled day that is in conjunction with approved leave.

M-01367 Step 4 Settlement, October 22, 1998, E94N-4E-C 98053676

The Step 4 Settlement, decision H1N-5H-C 18583 applies to "spot" or incidental leave also. See

C-31979 National Arbitrator Das, July 2, 2015, Q11N-4Q-C 14239951

Section 512.313 of the ELM requires that former City Carrier Assistants who have completed ninety days of continuous employment without a break in service must complete a 90-day qualifying period following their conversion to career status before they may be credited with or may take annual leave.

Note: *This decision was modified the terms of the Memorandum of Understanding Re: Qualifying Period – Exception for City Carrier Assistants, which was incorporated into the 2019-2023 National Agreement.*

M-01061 Step 4 Settlement, February 1, 1980, A8-C-0520

At issue in this grievance is the note contained at the end of Exhibit E-3 of the F-11 Handbook.

We have mutually agreed that this note is to be interpreted to mean that if an employee had a period of casual or temporary employment prior to January 1, 1977, this time, prior to January 1, 1977, is credible towards computation of the leave computation date which is utilized to determine whether an employee is to earn 4, 6 or 8 hours of annual leave a pay period. Time worked as a casual or temporary from January 1, 1977 or later is not credible towards the leave computation date.

M-01228 Step 4 Settlement, May 5, 1995, D90N-4D-C 94028779

It was mutually agreed that NALC Transitional Employees are not covered by Article 10 or Article 30 of the 1990 National Agreement. The granting of annual leave to NALC Transitional Employees is covered in Appendix D of the January 16, 1992 Transitional Employee Interest Arbitration Award.

Annual Leave Carryover

C-32294 National Arbitrator Nolan, February 3, 2016, Q11N-4Q-C 13100328

A grievant in Concord, CA was to be made whole. The Union filed this grievance because management did not restore all of his/her annual leave. Management said they could only restore 440 hours of AL under ELM 512.321(a). So, what happens when a reinstated employee's restored annual leave exceeds that limit? Neither the NA nor the ELM clearly resolves this question. The NALC asked that the grievant receive a lump sum payment to compensate for any leave forfeited as a result of the cap. The NALC argues that capping leave carry-overs at 440 hours would be unjust when management itself is responsible for the employee's failure to use the extra hours.

Management argued the status quo ante rule would bar any relief from forfeiture of annual leave. Arbitrator Nolan opined, "The status quo ante argument thus does not present an "interpretive issue" subject to national level arbitration. Management did not identify any provision of the Agreement whose meaning is in dispute." Management argued that ELM 436.2(d) prohibits arbitrators from awarding annual leave in excess of what the employee would have been entitled to

under the maximum carryover provisions. Management also argued the Union's position would put the employee in a better position than if he or she had worked during the back pay period. Arbitrator Nolan ruled, "Because the record in this case is slender and the predictable variety of situations raising this issue is so wide, a global decision on the power of parties to negotiate remedial settlements or on the power of arbitrators to award remedies involving annual leave would be premature. I therefore remand this grievance to the local level for further proceedings."

M-01928 Memorandum of Understanding, September 3, 2020 – Annual Leave Carryover

Memorandum of understanding (MOU) regarding the agreement of the national parties to allow regular work force career employees covered by the USPS-NALC National Agreement to carry over 520 hours of accumulated annual leave from leave year 2020 to leave year 2021. Provisions in the Employee and Labor Relations Manual (ELM) regarding payment of accumulated leave are not changed as a result of this MOU, which expires December 31, 2021.

M-01940 Memorandum of Understanding, March 19, 2021 – Annual Leave Carryover

Memorandum of understanding (MOU) regarding the agreement of the national parties to allow regular work force career employees covered by the USPS-NALC National Agreement to carry over 520 hours of accumulated annual leave from leave year 2021 to leave year 2022. Provisions in the Employee and Labor Relations Manual (ELM) regarding payment of accumulated leave are not changed as a result of this MOU, which expires December 31, 2022.

M-01979 Memorandum of Understanding, March 24, 2022

Memorandum of understanding regarding the agreement of the national parties to allow regular work force career employees covered by the USPS-NALC National Agreement to carry over 520 hours of accumulated annual leave from leave year 2022 to leave year 2023. Provisions in the Employee and Labor Relations Manual (ELM) regarding payment of accumulated leave are not changed as a result of this MOU, which expires December 31, 2023.

Leave, Bereavement

M-01645 Memorandum September 11, 2007

Re: Bereavement Leave

City letter carriers may use a total of up to three workdays of annual leave, sick leave or leave without pay, to make arrangements necessitated by the death of a family member or attend the funeral of a family member. Authorization of leave beyond three workdays is subject to the conditions and requirements of Article 10 of the National Agreement, Subsection 510 of the Employee and Labor Relations Manual and the applicable local Memorandum of understanding provisions.

Definition of Family Member. "Family member" is defined as a:

- (a) Son or daughter—a biological or adopted child, stepchild, daughter-in-law or son-in-law;
- (b) Spouse;
- (c) Parent; or
- (d) Sibling—brother, sister, brother-in-law or sister-in-law; or
- (e) Grandparent.

Use of Sick Leave. For employees opting to use available sick leave, the leave will be charged to sick leave for dependent care, if eligible.

Documentation. Documentation evidencing the death of the employee's family member is required only when the supervisor deems documentation desirable for the protection of the interest of the Postal Service.

Leave, Court

The regulations concerning court leave are found in Section 516.2 of the ELM:

516.21

Definition Court leave is the authorized absence from work status (without loss of or reduction in pay, leave to which otherwise entitled, credit for time or service, or performance rating) of an employee who is summoned in connection with a judicial proceeding, by a court or authority responsible for the conduct of that proceeding, to serve as a juror, as a witness in a nonofficial capacity on behalf of a state or local government, or as a witness in a nonofficial capacity on behalf of a private party in a judicial proceeding to which the Postal Service is a party or the real party in interest. The court or judicial proceeding may be located in the District of Columbia, a state, territory, or possession of the United States, including the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands.

516.22

Eligibility Court leave is granted to full-time and part-time regular employees. Certain part-time flexible employees are granted court leave as provided and governed by applicable collective bargaining agreements. Other employees are ineligible for court leave and must use either annual leave or LWOP to cover the period of absence from postal duties for court service but may retain any fees or compensation received incident to such court service. Court leave is granted only to eligible employees who would be in work status or on annual leave except for jury duty or service as a witness in a nonofficial capacity on behalf of a state or local government, or service as a witness in a nonofficial capacity on behalf of a private party in a judicial proceeding to which the Postal Service is a party or the real party in interest. An employee on LWOP, when called for such court service, although otherwise eligible for court leave, is not granted court leave but may retain any fees or compensation received incident to court service.

C-06821 National Arbitrator Mittenthal, February 10, 1987, H1N-3U-C 35720

Management did not violate ELM Section 516 by requiring the grievants to report to work before their scheduled jury duty.

C-03223 National Arbitrator Gamser, October 3, 1980, N8-E-0088

Where there has been a practice to permit employees to temporarily change their work schedule to conform to the days on which the employee is called to serve on jury duty or make a court appearance, the Postal Service may not unilaterally change that practice. See also [M-00501](#), [M-00056](#), and [M-01063](#).

M-00501 Step 4 Settlement, May 2, 1984, H1N-5G-C 18459

Whether or not the grievant's work hours and workdays should have been changed can be determined by applying section 516.334 of the Employee and Labor Relations Manual and Arbitrator Gamser's award in case N8-E-0088 to the fact circumstances.

M-01063 APWU Step 4 Settlement, January 21, 1988, H4C-5B-C-44765

The question in this grievance is whether or not a past practice has been established to allow an employee to voluntarily change their work schedule to coincide with the days the employee was required to be in court under the circumstances which would make them eligible for court leave.

We mutually agreed, in accordance with Arbitrator Gamser's decision dated October 3, 1980, that where it is established in an appropriate proceeding that management of an installation has consistently interpreted the provisions of the E&LR Manual and the related provisions of any earlier manual, regulation, or the Federal Personnel Manual, to allow employees to change their work days, as well as their work hours, to coincide with the court circumstances above, management must continue such practice.

M-00110 Step 4 Settlement, February 3, 1977, NCC 3978

The grievant was summoned by the court to testify in his official capacity as a letter carrier. In such circumstances, he is in on official duty status and entitled to his regular compensation without regard to any entitlement to court leave.

M-00772 NALC Memorandum, Herbert A. Doyle, January 12, 1987

An employee who appears as a witness in a third-party action which has been assigned to the Postal Service, is in official duty status for the time spent in court and for the time spent traveling between the court and the work site.

M-00108 Step 4 Settlement, January 31, 1977, NCN 4402

The grievant in this instance is entitled to court leave as a result of being subpoenaed by the District Court of Massachusetts to be a witness for the State.

M-00641 Step 4 Settlement, April 15, 1977, NCE 4997

Under the provisions of Public Law 91-563 (5-USC-6332) is provided that when an employee is summoned to serve as a witness in a non-official capacity on behalf of a state or local government, he is entitled to court leave during the time he is absent as a witness.

M-00337 Step 4 Settlement, October 30, 1973, NW 5109

A full-time employee should be granted court leave when he appears as a witness on behalf of any State or Municipal government, as well as when he appears as a witness for the Federal Government.

M-00602 Pre-arbitration Settlement, NC 4513

The grievance is sustained. Under Part 721.652 and .653 of the Postal Manual, the grievant should not have been required to report to work before serving court duty. In the instant case, the grievant should have been temporarily detailed to a schedule of hours conforming to the court day.

M-00657 Step 4 Settlement, January 13, 1978, NCS 6629

The grievant is not entitled to compensation for appearing in court on his non-scheduled day.

M-01030 Pre-arbitration Settlement, December 10, 1991, H7N-1P-C-17979

This grievance concerns the granting of Leave Without Pay (LWOP) to an employee who volunteered to serve on a grand jury.

The granting of LWOP is a matter of administrative discretion. Each request is examined closely and a decision made based on the needs of the employee, the needs of the USPS and the cost to the USPS, and such decision must be reasonable.

M-01051 APWU Pre-arbitration Settlement, October 30, 1980, H4C-4K-C-5277

The issue in this grievance is whether time spent by the grievant at the NLRB hearing was official duty. During that discussion, it was mutually agreed that the following would represent full settlement of this case:

1. The said subpoena issued to the grievant constituted a proper authority.
2. The grievant shall be compensated in accordance with Part 516.42 of the ELM, and such compensation shall terminate (except travel and subsistence expenses) upon the employee's release from the subpoena.

M-00700 Step 4 Settlement, April 12, 1978, NC-C-10249

PTF's are not eligible for court leave.

Leave, Enforced

M-01154 USPS Internal Memorandum April 19, 1990

"In *Pittman v. Merit Systems Protection Board*, 832 F. 2d 598 (Fed. Cir. 1987), 87FMSR 7054, the Federal Circuit held that the placement of an employee on enforced leave for more than 14 days

(even in situations where the agency has medical documentation stating that the employee is physically unable to carry the duties of his or her position) is inherently disciplinary and is tantamount to an appealable suspension. The court held that "indefinite enforced leave is tantamount to depriving the worker of his job--without any review other than that by the agency itself changes its mind and decides that he can perform his job." *Id.*, at 600."

"The MSPB follows the precedent of the Federal Circuit, and considers the court's Pittman decision binding in regard to claims of constructive suspension arising from periods of enforced leave which exceed 14 calendar days."

Leave, Incidental

C-05670 National Arbitrator Mittenthal, January 29, 1986, H1N-NA-C 61

LMOU provisions which grant employees the right to take incidental leave are not in conflict or inconsistent with the National Agreement and are, therefore, valid, and enforceable. However:

"To the extent to which LMU clauses allow an employee to make his initial selection within the non-choice period, such clauses are 'inconsistent or in conflict with...' the plain meaning of Section 3.D."

M-00712 Step 4 Settlement, July 21, 1977, NCC 7451

All requests for leave on Saturday should be treated on an equal basis as has been the past practice at this facility.

M-00528 Step 4 Settlement, June 21, 1984, H1N-5D-C 20399

Article 10 does not require that annual leave outside of the choice vacation period be taken in increments of 5 or 10 working days. However, the local parties may have established a variety of conditions under which incidental leave requests may be handled.

Leave, Maternal

M-00785 Step 4 Settlement, May 22, 1987, H4N-3S-C 31204

Leave without pay for maternity reasons is not considered "work" for the purposes of achieving protected status pursuant to the provisions of Article 6.A.3.

M-00088 Step 4 Settlement, September 25, 1984, H1C-1E-C 28103

The question raised in this case is whether the grievant was improperly required to begin a new 6 year period in a work status in order to achieve protected status on returning to duty after an absence of more than one year: The union contends that Article 6.A.3. did not intend to include time on maternity leave as time not worked for purposes of retaining protected status. During our discussion, we agreed to resolve this case based on our having no dispute relative to the meaning and intent of Article 6.A.3.

Leave, Military

M-01590 Step 4 Settlement, November 14, 1979, N8-N-0080/N8N1MC4610

Employees who are members of the National Guard and who are called to active duty to replace striking prison guards are entitled to additional military leave under existing regulations.

M-01603 Butterbaugh v. Department of Justice (023331), U.S. Court of Appeals for the Federal Circuit July 24, 2003

Federal employees claimed that the employing agency violated the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) when it charged them military leave for reserve training when they were not scheduled to work. The Court agreed, concluding that the agency had violated 5 U.S.C. § 6323(a)(1) by charging the leave. (See M-01604 below regarding postal employees.)

M-01604 Miller v. Postal Service, Merit Systems Protection Board, March 7, 2007

The Board ruled that a postal employee is not covered by 5 U.S.C. § 6323 as in Butterbaugh (see M-01603 above). However, the MSPB said it had authority under USERRA to enforce such an employee's right under the USPS Employee and Labor Relations Manual to be charged military leave only for work days.

M-01605 Interpretive Step Settlement, March 12, 2007, B01N-4B-C 05060834

Article 41.2.D.2 of the National Agreement provides that city letter carriers who enter the military shall not have their seniority broken or interrupted because of military service. This provision applies to city letter carriers restored in the same craft in the same installation after return from military service and to city letter carriers involuntary returned after military service to the same craft in an installation other than the one they left. Such involuntary reassignment may only occur when a city letter carrier vacancy in the applicable regular work force category and type (e.g., full-time regular or part-time flexible, as appropriate) is not available in the home installation at the time of return. Whether such vacancy is available must be determined based on the individual facts of each case.

Nothing in Article 41.2.D.2 supplants or diminishes any rights that an employee has under the Uniformed Services Employment and Reemployment Rights Act (USERRA).

M-01538 USPS Letter, March 18, 2005

FEHBP and FEGLI implementation changes for career employees absent to perform active duty military service.

Civilian employees of the U.S Postal Service who serve in the National Guard or Reserve and are called to active duty (voluntarily or involuntarily) in support of a contingency operation as defined in Title 10 U.S.C. 101(a)(13), are eligible for full payment of FEHBP premiums by the Postal Service.

M-01544 USPS Letter July 8, 2005

Full-time employees, other than the D.C. National Guard, receive fifteen (15) days of military leave

at the beginning of each fiscal year. Part-time employees, other than the D.C. National Guard, are eligible to receive one (1) hour of military leave for each twenty-six (26) hours in a pay status and/or military Leave Without Pay (LWOP) in the preceding fiscal year provided the employee's pay for military leave does not exceed eighty (80) hours.

C-13793 National Arbitrator Mittenthal, August 31, 1994, H7N-NA-C 34861

In accordance with ELM 517.53, national guardsmen performing marijuana eradication are entitled to military leave for law enforcement provided they are both "enforcing the law" and "providing military assistance".

M-01478 Step 4 Settlement, February 3, 2003, A98N-4A-C 02094236

During our discussion we agreed that the grievant was called to active duty as a member of the Army National Guard of the United States and that members of the Army National Guard meet the eligibility requirements of Part 517.21 of the Employee and Labor Relations Manual (ELM) to receive paid military leave. The parties further agree that determining whether the grievant qualified for the "Law Enforcement Allowance" under Part 517.431 of the ELM is a fact question that must be based on the specific facts of this case.

M-01465 USPS Letter, June 4, 2002

USPS Letter concerning change in military leave provisions of ELM Section 517.53. Non-work days will not be charged against the paid military leave regardless of whether they fall within a period of absence or fall at the beginning or end of an active duty period.

M-00174 Letter December 12, 1977

It is the policy of the U. S. Postal Service to allow any employee, who so desires, to serve in the National Guard or Reserve. Any action discouraging employees from such service will not be permitted. When such service creates a work schedule conflict, every effort will be made to resolve the conflict as satisfactorily as possible.

M-00156 Step 4 Settlement, August 29, 1979, NCN 19069

The union is requesting military leave for those employees called to active duty during the prison guard strike in New York in April, 1979. After reviewing this matter, it is our determination that the duties performed by these employees would, out of necessity, be considered law enforcement duties.

M-00339 Step 4 Settlement, June 25, 1973, NS 3963

When employees have regular weekly and/or week-end (reserve) training meetings, that conflict with scheduled work requirements in the Postal Service, their absence from work may be covered in one of the following manner:

- a. Use of annual leave.
- b. Request leave without pay.

c. Arrange a mutually agreeable trade of work days for the period involved with another employee who is qualified to replace the absent employee.

M-01158 Step 4 Settlement, January 14, 1994, HON-5R-C 8065

Further during our discussion, we mutually agreed that an employee's request for military leave is provided for in section 517.71 of the ELM. Specifically stated:

An employee who has official duty orders or official notices signed by appropriate military authority for weekly, biweekly or monthly training meetings and who has a conflict with scheduled work requirements may choose one of the four ways of meeting military obligation.

- A. Use of military leave not in excess of 15 calendar days.
- B. Use annual leave.
- C. Use LWOP.
- D. Arrange a mutually agreeable trade of workdays and days off with another employee who is qualified to replace the absent employee. Such trades must be cleared with the responsible supervisor and must be in accordance with the terms of collective bargaining agreements.

M-01506 USPS Policy Letter, November 25, 2003

On November 14, President of the United States George W. Bush issued a Memorandum to the heads of Executive departments and agencies directing them to provide five (5) days of uncharged leave to Federal civil servants who were called to active duty in the continuing Global War on Terrorism.

The Postal Service recognizes the service and sacrifice of members of the Reserve Forces and the Air and Army National Guard, and wishes to ensure that Postal Service employees, who are not covered by the President's Memorandum, are included in this directive. The Postal Service will continue its tradition of being a model for employer support of the Guard and Reserve.

This is notification that Postmaster General John E. Potter has determined that postal employees should be included in this benefit. We know that your organization will join Postmaster General Potter in supporting this initiative.

M-01453 CAU Publication, USERRA Rights, December 2001

Contract Administration Unit Publication reviewing letter carrier rights under the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA). Includes explanation of letter carriers' bidding and restoration rights.

M-01687 U.S. Department of Labor, Assistant Secretary for Veterans' Employment and Training, July 22, 2002

In determining whether a veteran meets the FMLA eligibility requirement, the months employed and the hours that were actually worked for the civilian employer should be combined with the

months and hours that would have been worked during the twelve months prior to the start of the leave requested but for the military service.

[M-01573](#) USPS Letter, May 19, 2006

Postal Service regulations concerning military leave were modified voluntarily. As a result, non-scheduled days are no longer counted in determining the number of days to be charged to military leave. That modification became effective, prospectively, in FY2002. That policy change was not mandated by federal law.

[M-01592](#) Step 4 Settlement, March 3, 1982, H1N-5K-D 154

The matters the Step 3 parties obviously desires interpreted, involves Section 514.22, Employee and Labor Relations Manual and Executive Order 5396.

Executive Order 5396, signed July 17, 1930 by President Herbert Hoover is clear and unambiguous as to the responsibilities of both the employer and the employee.

[M-01607](#) MSPB Decision, August 11, 2006 Re: *Military Leave*.

See also [M-01603](#).

PTF Leave

Leave for part-time flexible employees is governed by Section 512.523 of the ELM, which states:

512.523(a). *A part-time flexible employee who has been credited with 40 hours or more of paid service (work, leave, or a combination of work and leave) in a service week is not granted paid annual or sick leave during the remainder of that service week. Absences in such cases are treated as non-duty time, not chargeable to paid leave of any kind. Supervisors should avoid granting leave resulting in the requirement for overtime pay.*

512.523(b). *Part-time flexible employees who request leave on days that they are scheduled to work, except legal holidays, may be granted leave provided they can be spared. The combination of leave and workhours charged to these employees cannot exceed 8 hours on any one day. The installation head may also consider a request for annual leave on any day a part-time flexible employee is not scheduled to work. The 40 hours paid service in a service week specified in 512.523a may not be exceeded.*

[M-00147](#) Step 4 Settlement, September 30, 1985 H1N-2B-C 2563

Leave which is applied for consistent with the National Agreement and Local Memorandum of Understanding is awarded by seniority without regard to full-time or parttime status.

[M-01000](#) APWU Settlement Agreement, June 17, 1980, A8-W-0449

The parties agree that the reference to "40 hours or more of paid service (work, leave, or a combination of work and leave)" contained in Section 512.523a of the Employee and Labor Relations Manual does not refer to overtime hours or work.

The parties further agree that in no case may the total of straight time hours and all paid leave hours exceed 8 hours per service day or 40 hours per service week.

M-01589 Step 4 Settlement, Settlement June 21, 1982, H1N-4F-C-2672

We mutually agreed that there was no interpretive dispute between the parties at the National level as to the meaning and intent of Article 19 of the National Agreement as it relates to a Part-time Flexible requesting leave or a day they is not scheduled for duty.

In accord with Part 512.523 of the ELM, installation heads may consider requests for annual leave on any day a Part-time Flexible is not-scheduled to work. However, 40 hours paid service in a service week may not be exceeded. The criteria for converting part-time flexibles to full-time regulars under the Memorandum of Understanding relating to maximization are not affected by approval or such leave".

Leave Sharing

M-01656 Memorandum September 11, 2007

Re: Leave Sharing

The Postal Service will continue a Leave Sharing Program during the term of the 2006 Agreement under which career postal employees will be able to donate annual leave from their earned annual leave account to another career postal employee, within the same geographic area serviced by a postal district. In addition, career postal employees may donate annual leave to other family members that are career postal employees without restriction as to geographic location. Family members shall include son or daughter, parent, and spouse as defined in ELM Section 515.2. Single donations must be of 8 or more whole hours and may not exceed half of the amount of annual leave earned each year based on the leave earnings category of the donor at the time of donation. Sick leave, unearned annual leave, and annual leave hours subject to forfeiture (leave in excess of the maximum carryover which the employee would not be permitted to use before the end of the leave year), may not be donated, and employees may not donate leave to their immediate supervisors. To be eligible to receive donated leave, a career employee (a) must be incapacitated for available postal duties due to serious personal health conditions or pregnancy and (b) must be known or expected to miss at least 40 more hours from work than his or her own annual leave and/or sick leave balance(s), as applicable, will cover, and (c) must have his or her absence approved pursuant to standard attendance policies. Donated leave may be used to cover the 40 hours of LWOP required to be eligible for leave sharing.

For purposes other than pay and legally required payroll deductions, employees using donated leave will be subject to regulations applicable to employees in LWOP status and will not earn any type of leave while using donated leave. Donated leave may be carried over from one leave year to the next without limitation. Donated leave not actually used remains in the recipient's account (i.e., is not restored to donors). Such residual donated leave at any time may be applied against negative leave

balances caused by a medical exigency. At separation, any remaining donated leave balance will be paid in a lump sum.

(The preceding Memorandum of Understanding. Leave Sharing, applies to City Carrier Assistant Employees.)

M-01407 Memorandum of Understanding, (Relevant Part) March 21, 2000

It is hereby agreed by the United States Postal Service and the National Association of Letter Carriers, AFL-CIO, that the following represents the parties' agreement with regard to implementation of the upgrade issue emanating from the September 19, 1999 Fleischli Award, our agreement regarding case configuration when using the vertical flat casing work method, and additional provisions relative to the 1998 National Agreement.

The Memorandum of Understanding Re: Leave Sharing found on page 161 of the 1994 National Agreement will be renewed for the remainder of the term of the 1998 National Agreement.

M-01409 Memorandum of Understanding, April 7, 2000

It is hereby agreed and understood by the U. S. Postal Service and National Association of Letter Carriers (NALC), AFL-CIO that the Memorandum of Understanding Re: Sick Leave for Dependent Care and the Memorandum of Understanding Re: Leave Sharing contained in the 1994/1998 National Agreement, expired with the term of that contract on September 19, 1999. By Memorandum of Understanding dated March 21, 2000, both these Memorandum were renewed for the remainder of the term of the 1998 National Agreement.

Therefore, the NALC will withdraw from the grievance/arbitration procedure, all grievances at all steps, challenging the denial of either Sick Leave for Dependent Care or Leave Sharing during the period of September 20, 1999 through March 20, 2000. The parties agree that requests submitted for Leave Sharing and Sick Leave for Dependent Care on March 21, 2000 and for the remainder of the term of the 1998 National Agreement, will be addressed in accordance with the provisions of those two Memorandum. Further, it is agreed that any request for Sick Leave for Dependent Care or Leave Sharing that was granted during the period of September 20, 1999 through March 20, 2000 will be honored.

M-01022 USPS Letter, November 8, 1991

Letter from Assistant Postmaster General transmitting instructions for the Leave sharing Program.

M-01293 Step 4 Settlement, March 31, 1998, A94N-4A-C 97090426

Donated leave under the leave share program is considered paid status for holiday leave purposes.

M-01531 Pre-arbitration Settlement, December 14, 2004, Q94N-4Q-C 00002159

The MI EL-510-1999-4 does not amend or supersede the provisions of the collective bargaining agreement negotiated between the Postal Service and the National Association of Letter Carriers.

Leave, Sick

See also

[Medical Certification](#)

[M-00079](#) Step 4 Settlement, November 9, 1983, H1N-5G-C 14955

Under ELM 513.362, an employee is required to provide "acceptable evidence of incapacity to work." The form in question has been determined by local management to meet that requirement. Accordingly, the form may be provided as a convenience to an employee, and its use by employees is optional.

[C-03231](#) National Arbitrator Garrett, November 19, 1979, NC-NAT-16285

Whether the Postal Service properly may impose discipline upon an employee for "excessive absenteeism" or "failure to maintain a regular schedule" when the absences on which the charges are based include absences on approved sick leave must be determined on a case-by-case basis under the provisions of Article XVI.

[M-00489](#) Step 4 Settlement, November 3, 1983, H1N-5B-C 3489

For the purposes of ELM 513.362, an absence is counted only when the employee was scheduled for work and failed to show. A nonscheduled day would not be counted in determining when the employee must provide documentation in order to be granted approved leave.

[M-00199](#) Step 4 Settlement, March 21, 1975, NBC 3502 (N-82)

The Form 3971 clearly reflected that management had disapproved the grievant's request for sick leave. However, the records reflect that the three days in question were charged to LWOP, not AWOL. Since LWOP is considered approved absence, local officials will be notified to grant the grievant sick leave pay for the three days in question. See also [M-00707](#).

[M-00932](#) Step 4 Settlement, May 21, 1974, NB-S-1129

Neither sick leave nor leave without pay can be charged against an employee unless requested by that employee.

[M-00665](#) Step 4 Settlement, May 27, 1977, NCS 5591

A part-time flexible employee is not guaranteed a set number of hours sick leave any time requested nor may sick leave be used merely to obtain or round out a (40) hour week. However, we agreed that generally a part-time flexible should be guaranteed sick leave commensurate with the number of hours that the employee was realistically scheduled to work or would reasonably have been expected to work on a given day.

[M-01329](#) Step 4 Settlement, May 26, 1998, A94N-4A-C 98054688

Step 4 Settlement, settlement concerning the use of sick leave by Part-time flexible employees under

the provisions of ELM 513.421. Related to sick leave taken early in the week and working 40 hours during the remainder of the week; overtime is payable in this circumstance.

M-01059 Step 4 Settlement, March 30, 1984, H1N-3W-C-21270

The question raised in this grievance involves a local policy concerning the procedure to call in and advise management of an employee's absence.

After further review of this matter we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. It was mutually agreed that any local policy establishing a call-in procedure must be in compliance with Section 513.332 of the Employee and Labor Relations Manual (ELM).

M-00301 Step 4 Settlement, July 12, 1985, H1C-5B-C 31977

The union contends that the two-call requirement for unexpected illness/injury is contrary to the regulation contained in Part 513.332 of the ELM. It is the position of the Postal Service that the January 4, 1985 policy, as written, is unreasonable and therefore improper. Accordingly, the grievance is sustained and the said policy shall be rescinded.

M-01166 Step 4 Settlement, October 4, 1993, HoN-5R-C 4914 (H90N-4E-C 92047753)

The issue in this grievance is whether sick leave may be approved for counseling recommended by a physician due to symptoms of anxiety and stress.

During our discussion, we mutually agreed to the following as full settlement on this case. The parties at the local level are instructed to meet regarding this matter. If the union is able to document that the counseling was medically necessary then the sick leave request will be handled in accordance with normal leave approval procedures

M-00707 Step 4 Settlement, October 26, 1978, NC-W-11971

By copy of this letter, local management is instructed to change the 8 hours of LWOP to sick leave and compensate the grievant at the appropriate rate for January 10, 1978. This decision is, based solely on the fact that the grievant was charged LWOP, which is approved leave, rather than AWOL. Based on the granting of the subject sick leave, we consider this grievance to be resolved and closed.

Sick Leave, Advanced

The regulations concerning advanced sick leave are found in Section 513 of the ELM:

513.5 Advanced Sick Leave

513.51 Policy

513.511 May Not Exceed Thirty Days Sick leave not to exceed 30 days (240 hours) may be advanced in cases of an employee's serious disability or illness if there is reason to believe the employee will return to duty. Sick leave may be advanced whether or not the employee has an annual leave or donated leave balance.

513.512 Medical Document Required

Every request for advanced sick leave must be supported by medical documentation of the illness.

513.52 Administration

513.521 Installation Heads' Approval

Officials in charge of installations are authorized to approve these advances without reference to higher authority.

513.522 Forms Forwarded

PS Form 1221, Advanced Sick Leave Authorization, is completed and forwarded to the Eagan ASC when advanced sick leave is authorized.

513.53 Additional Sick Leave

513.531 Thirty-Day Maximum

Additional sick leave may be advanced even though liquidation of a previous advance has not been completed provided the advance at no time exceeds 30 days. Any advanced sick leave authorized is in addition to the sick leave that has been earned by the employee at the time the advance is authorized.

513.532 Liquidating Advanced Sick Leave

The liquidation of advanced sick leave is not to be confused with the substitution of annual leave for sick leave to avoid forfeiture of the annual leave. Advanced sick leave may be liquidated in the following manner:

- a. Charging the sick leave against the sick leave earned by the employee as it is earned upon return to duty.*
- b. Charging the sick leave against an equivalent amount of annual leave at the employee's request provided the annual leave charge is made prior to the time such leave is forfeited because of the leave carryover limit.*

Sick Leave, PTF

M-01374 Step 4 Settlement, December 22, 1998, I94N-4I-C 98093715

The issue in this grievance is whether Management violated the National Agreement by recording the grievant's (who is a PTF) request for sick leave as a non-scheduled day.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case.

Rather, it requires the application of ELM Section 513.421(c) which provides:

- c. Limitations in 513.421b apply to paid sick leave only and not to a combination of sick leave and*

workhours. However, part-time flexible employees who have been credited with 40 hours or more of paid service (work, leave, or a combination of work and leave) in a service week are not granted sick leave during the remainder of that service week. Absences, in such cases, are treated as non-duty time which is not chargeable to paid leave of any kind. (Sick leave is not intended to be used to supplement earnings of employees.)

We further agreed that the restriction on granting sick leave to PTF employees “who have been credited with 40 hours or more of paid service” applies only to PTF employees who have already been credited with 40 hours of service at the time the request is made. In the circumstances presented in this case the requested sick leave should have been granted since the employee was scheduled to work and had only been credited with 31.9 hours of paid service on the day the request was made.

Sick Leave, for Dependent Care

ELM Section 513

513.12 Sick Leave for Dependent Care A limited amount of sick leave may also be used to provide for the medical needs of a family member. Nonbargaining unit employees, and bargaining unit employees if provided in their national agreements, are allowed to take up to 80 hours of their accrued sick leave per leave year to give care or otherwise attend to a family member (as defined in [515.2\(a\)](#), [515.2\(b\)](#), and [515.2\(c\)](#) with an illness, injury, or other condition that, if an employee had such a condition, would justify the use of sick leave. If leave for dependent care is approved, but the employee has already used the maximum 80 hours of sick leave allowable, the difference is charged to annual leave or to LWOP at the employee’s option. (See [515](#) for information about FMLA entitlement to be absent from work.)

[M-01657](#) Memorandum of Understanding, September 11, 2007

Re: Sick Leave for Dependent Care

The parties agree that, during the term of the 2006 National Agreement, sick leave may be used by an employee to give care or otherwise attend to a family member with an illness, injury or other condition which, if an employee had such condition, would justify the use of sick leave by that employee. Family members shall include son or daughter, parent, and spouse as defined in ELM Section 515.2. Up to 80 hours of sick leave may be used for dependent care in any leave year. Approval of sick leave for dependent care will be subject to normal procedures for leave approval.

[M-01407](#) Memorandum of Understanding, March 21, 2000

It is hereby agreed by the United States Postal Service and the National Association of Letter Carriers, AFL-CIO, that the following represents the parties' agreement with regard to implementation of the upgrade issue emanating from the September 19, 1999 Fleischli Award, our agreement regarding case configuration when using the vertical flat casing work method, and additional provisions relative to the 1998 National Agreement.

The Memorandum of Understanding Re: Sick Leave for Dependent Care found on page 162 of the 1994 National Agreement will be renewed for the remainder of the term of the 1998 National Agreement.

M-01409 Memorandum of Understanding, April 7, 2000

It is hereby agreed and understood by the U. S. Postal Service and National Association of Letter Carriers (NALC), AFL-CIO that the Memorandum of Understanding Re: Sick Leave for Dependent Care and the Memorandum of Understanding Re: Leave Sharing contained in the 1994/1998 National Agreement, expired with the term of that contract on September 19, 1999. By Memorandum of Understanding dated March 21, 2000, both these Memorandum were renewed for the remainder of the term of the 1998 National Agreement.

Therefore, the NALC will withdraw from the grievance/arbitration procedure, all grievances at all steps, challenging the denial of either Sick Leave for Dependent Care or Leave Sharing during the period of September 20, 1999 through March 20, 2000. The parties agree that requests submitted for Leave Sharing and Sick Leave for Dependent Care on March 21, 2000 and for the remainder of the term of the 1998 National Agreement, will be addressed in accordance with the provisions of those two Memorandum. Further, it is agreed that any request for Sick Leave for Dependent Care or Leave Sharing that was granted during the period of September 20, 1999 through March 20, 2000 will be honored.

M-01363 Step 4 Settlement, October 22, 1998, C94N-4C-C 98104302

We mutually agree at this level that the consultation with the son's speech pathologist would qualify under the Sick Leave for Dependent Care Memorandum.

Sick Leave, Restricted

M-00002 Step 4 Settlement, August 23, 1977, NCC 7450

Management should inform employees prior to placing them on restricted sick leave that their usage of sick leave demonstrates a pattern of abusing the use of sick leave. See also [M-00704](#).

M-00664 Step 4 Settlement, October 19, 1976, NCE 3042

Management should take into account absences which are attributable to the employee's disability and as soon as a substantial improvement is shown in the employee's attendance record, consideration will be given to removing his name from the restricted list.

M-00705 Step 4 Settlement, Oct 31, 1977, NCC 8354

The set percentage of sick leave usage, in and of itself, should not be the sole determining factor on taking further corrective action.

M-00704 Step 4 Settlement, August 31, 1977, NC-C-7450

[M-00704](#) is a duplicate of [M-00002](#).

Leave Without Pay

M-00932 Step 4 Settlement, May 21, 1974, NB-S-1129

Neither sick leave nor leave without pay can be charged against an employee unless requested by that employee.

M-01058 APWU Step 4 Settlement, December 6, 1985, H4C-1E-C-6349

The basic dispute in this grievance concerns whether or not employees who have no leave to cover vacations during the choice vacation period are entitled to the automatic granting of LWOP to cover the absence.

We mutually agreed that this grievance does not fairly present a nationally interpretive dispute. The approval of LWOP under the above circumstances is subject to the provisions of Part 514, ELM. The parties recognize that LWOP may be granted to cover the employee's absence when that employee has no leave to cover vacation during choice vacation period. However, approval of such request for LWOP is a matter of administrative discretion based upon the needs of the employee, the needs of service, and the cost to the service.

Accordingly, the grievance is remanded to Step 3 where those issues of Local concern, such as LMU application, past practices, etc., may be addressed.

M-01381 APWU Pre-arbitration Settlement, April 20, 1999, Q90C-4Q-C 95048663

This grievance concerns the effect of the Memorandum of Understanding (MOU) concerning Paid Leave and LWOP' found on page 312 of the 1998 National Agreement. The parties hereby reaffirm the attached Memorandum of Understanding dated November 13, 1991, which serves as the parties' further agreement on the use of paid leave and LWOP. We further agree that:

As specified in ELM 513.61, if sick leave is approved, but the employee does not have sufficient sick leave to cover the absence, the difference is charged to annual leave or to LWOP at the employee's option.

Employees may use LWOP in lieu of sick or annual leave when an employee requests and is entitled to time off under ELM 515, absences for family care or serious health problem of employee (policies to comply with the Family and Medical Leave Act.).

In accordance with Article 10, Section 6, when an employee's absence is approved in accordance with normal leave approval procedures, the employee may utilize annual and sick leave in conjunction with leave without pay. As we have previously agreed, this would include an employee who wishes to continue eligibility for health and life insurance benefits, and/or those protections for which the employee may be eligible under Article 6 of the National Agreement.

M-01235 APWU Memorandum, November 14, 1991

The basic intent of this MOU is to establish that an employee need not exhaust annual or sick leave prior to requesting LWOP. One example of the term "need not exhaust" is when an employee

requests maternity or paternity leave and was previously required by local management to exhaust their sick or annual leave prior to receiving LWOP. An employee now has the option of requesting LWOP in lieu of sick or annual leave when they reach the point where they may exhaust their leave benefits.

M-01371 Step 4 Settlement, January 13, 1999, F94N-4FJ-C 97100062

The issue contained in this grievance whether an employee when requesting LWOP under FMLA, must exhaust paid leave before the approval of LWOP. As in this case, where an employee has insufficient sick leave to cover an FMLA approved absence which qualifies for sick leave usage, LWOP cannot be denied.

M-01136 APWU Step 4 Settlement, December 20, 1973, AB-NAT-34

This case concerned a... local policy not to grant leave without pay for scheduled vacations. This was inconsistent with Postal Service policy that requests for leave without pay be considered on an individual basis, giving due regard to the total circumstances involved, and that decisions approving or disapproving such requests be based on reasons of merit.

In discussing this matter with you... we emphasized that authorizing leave without pay is a matter of administrative discretion. Except for disabled veterans, military reservists and National Guardsmen, who are entitled to leave without pay in certain circumstances, an employee cannot demand that it be granted. It is recognized, of course, that an employee will be granted leave without pay if requested under the provisions of Article 24 of the National Agreement, provided the terms and conditions specified therein are met.

We also indicated that, where an employee intermittently requests and is granted approval to be absent from work for the purpose of conducting union business, it is not the intent of the Postal Service that such employee be required to use annual leave to cover the absence. If management determines that the employee's services can be spared and it approves the requested absence, then the employee has the option of using annual leave or leave without pay to cover the absence.

M-01382 APWU Memorandum November 13, 1991

The undersigned parties negotiated a Memorandum of Understanding (MOU) entitled "LWOP in lieu of SL/AL" that allows an employee to request Leave Without Pay (LWOP) prior to exhausting annual or sick leave. The following serves as a guide for administering these newly negotiated MOU provisions.

The basic intent of this MOU is to establish that an employee need not exhaust annual or sick leave prior to requesting LWOP. One example of the term "need not exhaust" is when an employee requests maternity or paternity leave and was previously required by local management to exhaust their sick or annual leave prior to receiving LWOP. An employee now has the option of requesting LWOP in lieu of sick or annual leave prior to reaching the point where they may exhaust their leave benefits.

It was not the intent of this MOU to increase leave usage (i.e., approved time off). Moreover, it was not the intent that every or all instances of approved leave be changed to LWOP thus allowing the employee to accumulate a leave balance which would create a “use or lose” situation. Furthermore, the employer is not obligated to approve such leave for the last hour of the employee’s scheduled workday prior to and/or the first hour of the employee’s scheduled workday after a holiday.

This MOU does not change Local Memorandum of Understanding regarding procedures for prescheduling annual leave for choice or nonchoice vacation periods. It also was not intended to provide employees the opportunity to preschedule LWOP in lieu of annual leave for choice or nonchoice periods. An employee may at a later date request to change the prescheduled annual leave to LWOP, subject to supervisor approval in accordance with normal leave approval procedures. However, this option is available to an employee only if they are at the point of exhausting their annual leave balance.

This MOU does not establish a priority between incidental requests for annual leave or LWOP when several employees are simultaneously requesting such leave. The normal established local practice prevails, i.e., whether leave requests are approved in order of seniority or on a first come first serve basis or other local procedure. This Memorandum of understanding has no effect on any existing leave approval policies or other leave provisions contained in the Employee and Labor Relations Manual or other applicable manuals and handbooks.

C-33442A/B APWU National Arbitrator Goldberg, August 6, 2018, Q15C-4Q-C 17697250/ Q15C-4Q-C 18033533

1. The dispute is arbitrable.
2. The Postal Service violated Article 5 and 10.2 by making changes in the ELM, Exhibit 514.4 and PS Form 3971. The Postal Service also violated Article 19 by making these changes without following the procedure set out in that Article.
3. The Postal Service must rescind the changes to the ELM, Exhibit 514.4 and PS Form 3971, and make whole any employees disciplined or whose LWOP requests were denied because they indicated they were requesting “union official” LWOP to engage in partisan political activity.
4. Any further efforts by the Postal Service to change ELM Exhibit 514.4 or PS Form 3971 must comply with Articles 5, 10.2, and 19.

M-01592 Step 4 Settlement, March 3, 1982, H1N-5K-D 154

The matters the Step 3 parties obviously desires interpreted, involves Section 514.22, Employee and Labor Relations Manual and Executive Order 5396.

Executive Order 5396, signed July 17, 1930 by President Herbert Hoover is clear and unambiguous as to the responsibilities of both the employer and the employee.

Wounded Warriors Leave

M-01881 USPS Management Instruction, November 16, 2016 - Wounded Warriors Leave

This management instruction sets forth the policy guidelines and standard procedures for administering Wounded Warriors Leave.

The Postal Service supports the employment of veterans who have chosen to commence or resume a civilian career with the Postal Service following their military service. Consistent with the requirements of the Wounded Warriors Federal Leave Act of 2015, the Postal Service allows any employee who meets the eligibility requirements to take a specifically designated type of leave, without loss or reduction in pay, for undergoing medical treatment for a service-related disability.

M-01901 USPS Management Instruction, January 5, 2019 – Wounded Warriors Leave

USPS releases updated Wounded Warriors Leave guidelines. Effective January 2019, eligible military veterans will now receive up to 104 hours of Wounded Warriors Leave each leave year going forward. This document is the updated Management Instruction regarding Wounded Warriors Leave.

RMD & eRMS Programs

M-01468 Pre-arbitration Settlement, September 9, 2002, Q98N-4Q-C 01051141

The Interpretive issue is whether or not the Resource Management Database (RMD) or its web based counterpart enterprise Resource Management System (eRMS), violates the National Agreement.

It is mutually agreed that no national interpretive issue is fairly presented. The parties agreed to settle this case based on the following understandings:

The eRMS will be the web based version of RMD, located on the Postal Service intranet. The eRMS will have the same functional characteristics as RMD.

The RMD/eRMS is a computer program. It does not constitute a new rule, regulation or policy, nor does it change or modify existing leave and attendance rules and regulations. When requested in accordance with Articles 17.3 and 31.3, relevant RMD/eRMS records will be provided to local shop stewards.

The RMD/eRMS was developed to automate leave management, provide a centralized database for leave related data and ensure compliance with various leave rules and regulations, including the FMLA and Sick Leave for Dependent Care Memorandum of Understanding. The RMD/eRMS records may be used by both parties to support/dispute contentions raised in attendance related actions.

When requested, the locally set business rule, which triggers a supervisor's review of an employee's leave record, will be shared with the NALC branch.

Just as with the current process, it is management's responsibility to consider only those elements of past record in disciplinary action that comply with Article 16.10 of the National Agreement. The RMD/eRMS may track all current discipline, and must reflect the final settlement/decision reached in the grievance arbitration procedure.

An employee's written request to have discipline removed from their record, pursuant to Article 16.10 of the collective bargaining agreement, shall also serve as the request to remove the record of discipline from RMD/eRMS.

Supervisor's notes of discussions pursuant to Article 16.2 are not to be entered in the supervisor's notes' section of RMD/eRMS.

RMD/eRMS users must comply with the privacy act, as well as handbooks, manuals and published regulations relating to leave and attendance.

RMD/eRMS security meets or exceeds security requirements mandated by AS 818.

It is understood that no function performed by RMD/eRMS now or in the future may violate the National Agreement.

M-01597 Postal Service Correspondence, December 19, 2006

Regarding supervisory activation of the "Deems Desirable" option in eRMS and the Restricted Sick Leave List (RSL List) Provisions of ELM Section 513.39: A supervisor's determination that medical documentation or other acceptable evidence of incapacitation is desirable for the protection of the interests of the Postal Service must be made on a case by case basis, must be consistent with the provisions of ELM 513.361 and may not be arbitrary, capricious, or unreasonable. Availability of this eRMS option does not expand or diminish supervisory authority, or change policy concerning medical documentation in any way.

LEAVE (ADMINISTRATIVE LEAVE FOR "ACTS OF GOD")

Section 519 of the ELM allows management to grant administrative leave to employees due to "Acts of God". It reads, in part:

519.1 Administrative leave is absence from duty, authorized by appropriate postal officials, without charge to annual or sick leave and without loss of pay.

519.211 "Acts of God" involve community disasters such as fire, flood, or storms. The disaster situation must be general rather than personal in scope or impact. It must prevent groups of employees from working or reporting to work.

519.213 Postmasters and other appropriate postal officials determine whether absences from duty allegedly due to "Acts of God" were, in fact, due to such cause or whether the employee or employees in question could, with reasonable diligence, have reported to duty.

519.214(c) Part-Time Flexible Employees are entitled to credit for hours worked plus enough

administrative leave to complete their scheduled tour. The combination of straight time worked and administrative leave may not exceed 8 hours in a service day. If there is a question as to the scheduled work hours, the part-time flexible employee is entitled to the greater of the following:

- (1) The number of hours the part-time flexible worked on the same service day in the previous service week; or
- (2) The number of hours the part-time flexible was scheduled to work; or,
- (3) The guaranteed hours as provided in the applicable national agreement.

The Three Criteria

Section 519.211 of the ELM specifies three criteria which must be met before administrative leave may be granted for "Acts of God". First, the "Act of God" must create a community disaster. Second, the disaster must be general, rather than personal, in scope and impact. Third, it must prevent groups of employees from working or reporting to work.

It is up to the Postmaster to determine whether absences from duty, allegedly due to "Acts of God" were, in fact, due to such cause, or whether the employee or employees in question could have, with reasonable diligence, reported for duty. However, the Postmaster's decision is not beyond question, and is subject to review by an arbitrator.

National Level Awards

C-06365 NALC National Arbitrator Mittenthal, August 8, 1986, H1N-5F-C-30285

Mittenthal held that, where the granting of administrative leave would have given the employees more than 40 hours of straight time pay, ELM Section 433.1 is an overriding limitation on the scope of administrative leave, and denied the employees' request, even though they had met the other three criteria.

C-32928 National Arbitrator Das, June 21, 2017, Q11N-4Q-C 16398841

Management denied administrative leave in Las Vegas for Carriers who requested leave to attend the Nevada Democratic Caucus on 2-20-16. Management declared the issue interpretive and it was appealed to National Arbitration. ELM Section 519.32 sets forth the conditions for administrative leave for "Voting or Registering to Vote." Caucuses are the only way to participate in the presidential nomination process in Nevada. Management argued ELM 519.32 does not apply to caucuses. The arbitrator opined, "Participation in such caucuses constitutes "voting" in an "election" and equates to voting in a primary secret ballot election in terms of an employee's "exercise (of) their voting rights." From the standpoint of the policy expressed in 519.321 there is no meaningful basis for distinguishing between voting in a Presidential nomination caucus and in a Presidential primary election for which administrative leave is granted in accordance with the provisions of 519.32...Accordingly, the Unions' position that the policy set forth in ELM-519.321 applies to Presidential caucuses is upheld. The NALC's grievance that the Postal Service violated the ELM by

denying administrative leave to letter carriers to attend the 2016 Nevada Democratic caucuses is granted."

FAMILY AND MEDICAL LEAVE ACT ()

The Postal Service regulations implementing the provisions of the Family and Medical Leave Act (FMLA) are found in Section 515 of the ELM.

M-01866 USPS/NALC FMLA Guidance, November 24, 2015

The national parties have reached agreement on a jointly-developed summary overview of the Family and Medical Leave Act of 1993 (FMLA). This document provides the mutual understanding of the national parties on issues related to leave covered by the FMLA. It fully replaces and updates the FMLA language agreed upon and contained in previous editions of the NALC-USPS Joint Contract Administration Manual (JCAM).

M-01805 U.S. Department of Labor, Employee Rights and Responsibilities Under the Family and Medical Leave Act, February 2013

C-29873 National Arbitrator Shyam Das, April 18, 2012, Q06C4Q-C11 001666/ Q06N-4Q-C 11008239

Arbitrator Das directed the Postal Service to cease and desist from requiring employees to submit FMLA medical certifications using only the Department of Labor (DOL) WH-380 forms.

M-01817 Interpretive Step Settlement May 16, 2013, Q0N-4Q-C 11119547

The subject case concerns whether management is required to accept the union's version of a form used to request Family and Medical Leave Act (FMLA) protection.

The parties agree that the issue in this case was addressed in the national arbitration award for cases Q06C4Q-C11 001666 and Q06N-4Q-C 11008239 (Shyam Das). (C-29873)

M-01812 Interpretive Step, May 24, 2013, Q06N-4Q-C 11 002599

The subject case concerns proposed revisions to the Employee and Labor Relations Manual which required employees to use Department of Labor forms to certify Family and Medical Leave Act protection.

The Employee and Labor Relations Manual revisions published December 13, 2012 resolve the instant grievance.

M-01547 USPS Letter, July 26, 2005

On July 19, 2005, in the case of Harrell v. U.S. Postal Service, the United States Court of Appeals for the Seventh Circuit ruled that the Postal Service's return to work provisions in ELM 865 cannot be applied to bargaining unit employees returning from FMLA-protected absences.

The ELM provisions before the court allowed management, prior to an employee's return to work

from a FMLA protected absence, to request detailed medical information when the absence was caused by a number of specified medical conditions, or if the absence exceeded 21 days. The ELM provisions recently changed. The new ELM provisions authorize return to work clearance when management has a reasonable belief, based upon reliable and objective information, that the employee may be unable to perform the essential functions of his/her position or may pose a direct threat to health or safety. This standard comports with the requirements of the Rehabilitation Act that employers make medical inquiries only when there is a reasonable, objective basis to do so.

The Postal Service will comply with the Harrell decision in those facilities located within the three states subject to the court's jurisdiction: Indiana, Illinois, and Wisconsin.

C-23261 National Arbitrator Nolan, April 28, 2002, Q98N-4Q-C 01090839

National dispute involving Publication 71 is arbitrable. The Postal Service had argued that NALC could not resolve in arbitration a dispute concerning the Family and Medical Leave Act, a federal law. Arbitrator Nolan also rejected a series of additional management arguments that the case was not arbitrable, including claims that the grievance was untimely and that Publication 71 is not covered by Article 19.

C-25724 National Arbitrator Das, January 28, 2005, Q00C-4Q-C 03126482

In applying ELM 513.332 in the context of the RMD process, ACS's may ask questions necessary to make FMLA determinations and to determine whether the absence is due to an on-the-job injury of for a condition which requires ELM 865 return-to-work procedures, in a manner consistent with the Findings in this decision, but may not otherwise require employees to describe the nature of their illness/injury.

The Postal Service's current process for initiating FMLA review by a third health care provider, at issue in this case, is not consistent with the FMLA or with ELM 515.1 and 515.54, and implementation of that process violates Articles 5 and 10.2.A of the National Agreement. The Postal Service is directed to rescind that process.

M-01558 Pre-arbitration Settlement, January 11, 2006, D98N-4D-C 02004163

A Step B team has the authority to determine if an employee's FMLA certification of a serious health condition provides the information required to protect the absence, in accordance with the FMLA, and to determine whether a certification for a chronic condition is acceptable, with regard to the duration and frequency, when it uses descriptors such as "unknown", "indefinite" or "intermittent."

M-01635 USPS Letter, January 9, 2008

USPS response to NALC inquiry: In accordance with ELM 515.51, employees can submit their FMLA information to a supervisor or the FMLA Coordinator. The Postal Service is considering revisions to ELM 515.51. In the interim, the field will be informed that supervisors should be forwarding the employee's FMLA information to the FMLA Coordinator, whenever received.

M-01552 USPS Letter, November 2, 2005

Letter from the Postal Service concerning new FMLA certification for a previously certified FMLA medical condition when the employee asks for leave for the previously certified FMLA medical condition in a new leave year.

[M-01271](#) USPS Publication, March 1995

Internal USPS publication entitled Family and Medical Leave Act (FMLA) Reference Material for US Postal Service.

[M-01378](#) USPS Memorandum, November 22, 1995

Postal Service Headquarters Memorandum concerning FMLA Issues.

[M-01379](#) USPS Letter, September 12, 1996

Postal Service Headquarters letter concerning FMLA Issues.

[M-01281](#) Pre-arbitration Settlement, February 26, 1997, F90N-4F-D 95043198

The provisions of ELM Section 515, "Absence for Family Care or Serious Health Condition of Employee" are enforceable through the grievance arbitration procedure.

[M-01270](#) Pre-arbitration Settlement October 16, 1997, F94N-4F-D 97026204

In a disciplinary hearing involving just cause, the union may argue as an affirmative defense that management's actions were inconsistent with the Family and Medical Leave Act

[M-01371](#) Step 4 Settlement, January 13, 1999, F94N-4FJ-C97100062

The issue contained in this grievance whether an employee when requesting LWOP under FMLA, must exhaust paid leave before the approval of LWOP. As in this case, where an employee has insufficient sick leave to cover an FMLA approved absence which qualifies for sick leave usage, LWOP cannot be denied.

[M-01424](#) Pre-arbitration Settlement, March 28, 2000, Q94N-4Q-C 99224270

There is no dispute that an employee who requests and is entitled to time off under ELM 515, Absences for Family Care or Serious Health Problem of Employee, must be allowed up to a total of 12 workweeks of absence within a Postal Service leave year. LWOP may be taken in conjunction with annual or sick leave for which the employee is qualified. An employee need not exhaust annual or sick leave prior to requesting LWOP.

[M-01222](#) USPS Letter, February 7, 1994

Note: *Partly Overruled by [M-01687](#).*

Question: Do employees retain the no-layoff protection when FMLA interrupts the 20 day pay periods worked per year during the six year period of continuous service?

Answer: Yes. However, since the maximum FMLA time off is 12 weeks or 6 pay periods per leave year, loss of the no layoff protection would normally be for other reasons. The only time FMLA

would interrupt the years required for protection is in cases where more than 12 weeks of FMLA during two different leave years result in more than 6 pay periods of absence during an individual employee's anniversary year. In these rare cases the no-layoff protection must manually be restored. This is accomplished by sending a Memorandum to the Minneapolis Information Service Center.

Question: Does OWCP and Military Leave count towards the 1250 work hour criteria for eligibility for FMLA?

Answer: No. Whether an employee has worked the minimum 1250 hours of service is determined according to the principles established under the Fair Labor Standards Act (FLSA) for determining compensable hours of work.

OWCP and Military Leave do not qualify as work under these principles.

M-01687 U.S. Department of Labor, Assistant Secretary for Veterans' Employment and Training, July 22, 2002

Therefore, in determining whether a veteran meets the FMLA eligibility requirement, the months employed and the hours that were actually worked for the civilian employer should be combined with the months and hours that would have been worked during the twelve months prior to the start of the leave requested but for the military service.

M-01320 Pre-arbitration Settlement, May 21, 1998, C94N-4C-C 96031384

The parties do not dispute the fact that there is no "laundry list" of serious health conditions. Rather, the circumstances determine whether a condition is serious, not the diagnosis. Therefore, every request for FMLA leave must be considered on a case-by-case basis, applying the definitions to the information provided by the employee and the employee's health care provider.

In the instant case, the information on the grievant's WH380 appeared to be complete and the supervisor believed that the three day absence did not qualify for FMLA coverage. However, since that initial documentation, the grievant has disclosed additional information which suggests that his illness may have been the result of a chronic condition. Since it is arguable that the supervisor should have considered this supplemental documentation, the parties agree that the grievant's absence will be treated as though it were an absence protected under the FMLA.

M-01474 Pre-arbitration Settlement, December 9, 2002, Q98N-4Q-C 01090839

The issue is whether Publication 71, "Notice for Employees Requesting Leave for Conditions Covered by the Family and Medical Leave Act", violates the National Agreement by requiring "supporting documentation" for an absence of three days or less in order for an employee's absence to be protected under the Family and Medical Leave Act (FMLA).

After viewing this matter, we agree that no national interpretive issue is presented. The parties agree to resolve the issue presented based on the following understanding:

The parties agree that the Postal Service may require an employee's leave to be supported by an

FMLA medical certification, unless waived by management, in order for the absence to be protected. When an employee uses leave due to a condition already supported by an FMLA certification, the employee is not required to provide another certification in order for the absence to be FMLA protected.

We further agree that the documentation requirements for leave for an absence of three days or less are found in Section 513.361 of the Employee and Labor Relations Manual which states in pertinent part that:

For periods of absence of 3 days or less, supervisors may accept the employee's statement explaining the absence. Medical documentation or other acceptable evidence of incapacity for work or need to care for a family member is required only when the employee is on restricted sick leave (see 513.39) or when the supervisor deems documentation desirable for the protection of the interests of the Postal Service.

M-01436 Step 4 Settlement, April 3, 2001, B94N-4B-C 98056900

When an employee is awarded back pay, the hours an employee would have worked if not for the action which resulted in the back pay period, are counted as work hours for the 1250 work hour eligibility under the Family Medical Leave Act (FMLA).

If an employee substitutes annual or sick leave for any part of the back pay period that they were not ready, willing and able to perform their postal job, the leave is not counted as work hours for the 1250 work hour eligibility requirement under the FMLA.

If a remedy modifies an action, resulting in a period of suspension or leave without pay, that time is not counted as work hours for the 1250 hours eligibility requirement under the FMLA.

M-01381 APWU Pre-arbitration Settlement, April 20, 1999, Q90C-4Q-C 95048663

This grievance concerns the effect of the Memorandum of Understanding (MOU) concerning "Paid Leave and LWOP" found on page 312 of the 1998 National Agreement. The parties hereby reaffirm the attached Memorandum of Understanding dated November 13, 1991, which serves as the parties' further agreement on the use of paid leave and LWOP. We further agree that:

1. As specified in ELM 513.61, if sick leave is approved, but the employee does not have sufficient sick leave to cover the absence, the difference is charged to annual leave or to LWOP at the employee's option.
2. Employees may use LWOP in lieu of sick or annual leave when an employee requests and is entitled to time off under ELM 515, absences for family care or serious health problem of employee (policies to comply with the Family and Medical Leave Act.).
3. In accordance with Article 10, Section 6, when an employee's absence is approved in accordance with normal leave approval procedures, the employee may utilize annual and sick leave in conjunction with leave without pay. As we have previously agreed, this would include an employee who wishes to continue eligibility for health and life insurance benefits, and/or those protections for

which the employee may be eligible under Article 6 of the National Agreement.

[M-01592](#) Step 4 Settlement, March 3, 1982, H1N-5K-D 154

The matters the Step 3 parties obviously desires interpreted, involves Section 514.22, Employee and Labor Relations Manual and Executive Order 5396.

Executive Order 5396, signed July 17, 1930 by President Herbert Hoover is clear and unambiguous as to the responsibilities of both the employer and the employee.

LETTER CARRIER DUTIES

See also

CMU/Markup

Cross Craft Assignments

DPS Work Methods

Express Mail Jurisdiction

Marriage Mail

Parcels

Pivoting

[M-00464](#) Step 4 Settlement, October 6, 1978, NCS 11115

Local management can properly request letter carrier employees to estimate their work load, to the best of their ability, when the employees request overtime or auxiliary assistance. The information obtained by the carrier's estimation is not intended to be used to discipline carriers or to set work standards.

[M-00286](#) Step 4 Settlement, October 15, 1981, H8N-5B-C 19305

The amount of time required by a carrier to learn a particular route is a judgment call best handled at the local level.

[M-00416](#) Step 4 Settlement, March 4, 1983, H1N-3T-C 13107

A newly appointed carrier or a carrier permanently assigned to a route with which the carrier is not familiar will be allowed a reasonable period to become familiar with the route and to become proficient. A specific amount of time has not been designated at the national level. Therefore, what constitutes "reasonable" in this case must be based upon the fact circumstances as they exist at the local level.

M-00035 Step 4 Settlement, March 28, 1978, NCW 10498

Management is to observe the duties of the letter carrier position as found in the P-11 Handbook (obsolete).

Note: *Letter carrier duties are now found in Handbook M-41, City Delivery Carriers Duties and Responsibilities.*

Checks, Accepting

M-00427 Letter April 10, 1974

In determining the acceptability of checks for payment of COD charges, letter carriers should be guided by local practice as expressed in the postmaster's instructions.

M-00038 Step 4 Settlement, September 10, 1982, H1N-5G-C 4724

The Postmaster will discontinue the use of the "checklist of unsatisfactory casing procedures."

M-00656 Step 4 Settlement, November 14, 1977, NCS 7404

Handbook M-41 is part of the letter carrier's route book. All changes in the Handbook provisions should appropriately be posted by the letter carriers in order that they are familiar with all changes concerning their responsibilities.

M-01012 Step 4 Settlement, October 1, 1991, H7N-3C-C 34862

We mutually agreed that letter carriers are required to sign for stamps-by-mail. Additionally, appropriate credit will be reflected on line 14 of PS Form 1838 during route examinations.

M-00729 Step 4 Settlement, September 20, 1977, NCS 6630

Requiring carriers to place a map of their delivery area in the route book and to mark the map with the line of travel is not in violation of the National Agreement.

M-01250 Step 4 Settlement, January 4, 1996, B90N-4B-C 93047134

The issue in this grievance is whether Management violated the National Agreement by assigning supervisors to perform "station input" into the Decision Support Information System (DSIS) computer. (W)e agreed to remand this case for application of Section 111.2 of Handbook M-39, to the parties at Step 3 for further processing or to be rescheduled for arbitration as appropriate.

M-01283 Step 4 Settlement, March 5, 1997, I94N-4I-C 97030394

The issue in these cases is whether management violated the National Agreement by not assigning CSBCS station input sort file update work to the carrier craft.

The parties mutually agreed that the work in question has not been designated to any particular group, level or position description or craft and that the work is assigned to management or its designee and management may assign the work to be performed by any qualified and available

personnel.

Address Management System (AMS)

[M-01274](#) Step 4 Settlement, January 2, 1997, E94N-4E-C 96073621

The parties did agree that the Address Management Systems Specialist position description, in Item #4, provides for maintaining route delivery line of travel information, however, this does not include making unilateral changes in the carrier's line of travel.

[M-01376](#) Step 4 Settlement, February 22, 1999, H94N-4H-C 98076450

The issue in these grievances is whether management violated the National Agreement when AMS duties were added to the position of Growth Management Coordinator. After reviewing these matters, we mutually agreed that no national interpretive issue is fairly presented in this case.

There is no nationally recognized position of Growth Management Coordinator. Therefore, we agreed that the AMS function is a managerial function which may be delegated.

[M-01377](#) Step 4 Settlement, February 22, 1999, G94N-4G-C 97067155

AMS function is a managerial function which may be delegated and regardless of the methodology employed to change the information contained on Form 313, the actual work associated with making such changes on Form 313 is letter carrier work.

Arrow Keys

[M-01205](#) Step 4 Settlement, March 6, 1995, E90N-4E-C 94037609

The grievance concerning a local practice of allowing letter carriers to take home arrow keys rather than checking them in on a daily basis as required by M-41 Section 261.21. It was resolved as follows:

"We agree to the following in order to clarify what appear to be conflicting regulations. The procedures of M-41 261.21 and 431 are applicable. The regulations in POM 644.2 provide an exception for permanently assigned keys which is not applicable to this situation."

Carrier Alert

[M-01794](#) Joint Statement of Support on the 30th Anniversary of Carrier Alert, June 15, 2012

In July 1982 the United States Postal Service and the National Association of Letter Carriers (NALC) launched Carrier Alert, a joint effort to partner with local social service agencies across the country to offer a measure of security for one of the most vulnerable segments of our society: homebound citizens.

During its 30-year history Carrier Alert has leveraged Letter Carriers' unique daily presence in America's communities to keep a watchful eye on elderly, infirm, and disabled citizens. The value of

the program has been repeatedly demonstrated as alert Letter Carriers have helped thousands of these citizens receive assistance. In many cases this action has literally saved lives.

The all-volunteer Carrier Alert program is a natural extension of the role Letter Carriers and the Postal Service play in America's neighborhoods. Together, the Postal Service and its Letter Carriers are committed to serving the people and communities in ways that go beyond simply delivering the mail. We show how deeply we care for the communities we serve.

As we celebrate the 30th anniversary of Carrier Alert, we encourage all NALC branch leaders and local Postmasters to recommit themselves to working with local social service agencies to support the program and to extend its reach to those who most need the peace of mind it offers.

M-01610 Joint Statement of Support on the 25th Anniversary of Carrier Alert, 2007

In July 1982 the United States Postal Service and the National Association of Letter Carriers (NALC) launched Carrier Alert, a joint effort to partner with local social service agencies across the country to offer a measure of security for one of the most vulnerable segments of our society-homebound citizens.

During its 25-year history Carrier Alert has leveraged Letter Carriers' unique daily presence in America's communities to keep a watchful eye on elderly, infirm and disabled citizens. The value of the program has been repeatedly demonstrated as alert Letter Carriers have helped thousands of these citizens receive assistance. In many cases this action has literally saved lives.

The all-volunteer Carrier Alert program is a natural extension of the role Letter Carriers and the Postal Service play in America's neighborhoods. Together, the Postal Service and its Letter Carriers are committed to serving the people and communities in ways that go beyond simply delivering the mail. We show how deeply we care for the communities we serve.

As we celebrate the 25th anniversary of Carrier Alert, we encourage all NALC branch leaders and local Postmasters to recommit themselves to working with local social service agencies to support the program and to extend its reach to those who most need the peace of mind it offers.

Case Labels

C-03329 National Arbitrator Aaron, March 16, 1983, H1N-3Q-C 1288

Relabeling of letter carrier cases, including filling out of forms 313 is bargaining unit work which may not be performed by supervisors. See also [M-00204](#) and [M-00203](#).

M-00658 Step 4 Settlement, October 17, 1978, NCS 11549

There is no absolute requirement that management must utilize color coded printed labels for carrier cases. See also [M-00659](#).

M-00659 Step 4 Settlement, January 12, 1978, NC-S-9207

The decision made by management in this instance not to use colored case labels is not contrary to

provisions of the National Agreement.

M-00691 Step 4 Settlement, February 8, 1977, NCS 4482

The supervisor is within his rights to make corrections or changes on PS Form 313. To this extent, the grievance is denied. However, the supervisor should not prepare the actual label.

M-00926 Step 4 Settlement, May 11, 1989, H7N-4C-C 7206

Regardless of the methodology employed, including the use of a computer, the work associated with filling out Forms 313 is letter carrier work.

M-00040 Pre-arbitration Settlement, February 25, 1982, H8N-5D-C 16010

To the maximum extent possible, the carrier regularly assigned to the route will complete PS Form 313. See also [M-00900](#).

M-00967 USPS Letter, November 1989

Collection of Class (Label) Data. The office of Labor Relations has requested us to remind you of an agreement with the National Association of Letter Carriers (NALC) that any changes affecting the city letter carriers' case labels should be provided by city letter carriers. The agreement states that regardless of the methodology employed to change label information, the actual work associated with making such changes is the responsibility of the letter carrier. To the maximum extent possible, the letter carrier assigned to the route should complete the form.

M-01248 Step 4 Settlement, April 15, 1996, H90N-4H-C 95051140

The issue in this grievance is whether Management violated the National Agreement by requesting a change in the labels on carrier cases.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case.

During those discussions, we mutually agreed that as stated in the applicable provisions of the M-39 handbook (section 117.41), delivery unit managers are responsible for the efficient use of the CLASS case labels on all carrier cases. They must schedule frequent reviews of carrier case layout to assure maximum efficient use of available equipment, route layout, and housekeeping. However, if the change to the case separations or the labels results in the approved DPS work method that was chosen under the Work Method Memorandum being less efficient, that issue should be addressed at the local level, consistent with the USPS-NALC Joint Training Guide, "Building Our Future By Working Together."

M-01460 Pre-arbitration Settlement April 26, 2002, E94N-4E-C-99150536

The issue in this case is whether management violated the National Agreement when a clerk was assigned duties related to case labels, maintenance work orders and, when detailed as an acting supervisor, accident investigations.

After reviewing this matter, we mutually agree that no national interpretive issue is fairly presented in this case. We agree that the current provisions of Part 253 of Handbook M-41 require the carrier to keep the Edit Book and PS Form 1621 accurate and up to date. We also agree that a determination of whether a clerk improperly performed duties associated with case labels and maintenance work orders must be based on the specific fact circumstances of this case. Furthermore, the parties agree that an employee detailed as an acting supervisor may perform any supervisory duties, including investigation accidents.

M-00900 Step 4 Settlement, February 1, 1989, H7N-3F-C 15220

To the maximum extent possible or practical, the carrier regularly assigned to the route will complete PS Form 313. See also [M-00040](#).

Casing Mail

M-00951 USPS Letter, February 24, 1982

As you know, we encourage right handed distribution. However, for those employees who have historically distributed left handed, where is no prohibition against continuing in such a manner provided such employees can orient mail properly in the case and perform assigned duties efficiently. See also [C-00379](#).

C-00379 APWU National Arbitrator Bloch, September 14, 1981, A8-C-598

The issuance of a Regional Directive making mandatory right-hand distribution by distribution clerks does not violate the 1978 National Agreement. See also [M-00951](#).

C-03247 National Arbitrator Garrett, January 17, 1977, NC-NAT-1576

The arbitrator found that the Postal Service did not violate the National Agreement by having clerks sort mail for apartments buildings into "directs" and having the carrier separate the mail in the apartment mail room rather than in the office.

M-00760 Step 4 Settlement, May 22, 1974, NBS 11

We recognize that the casing of "slugs" or "large pieces" by part-time flexible employees after the departure of the carriers may impede the subsequent casing of first class letter sized mail by the carriers the following day. To provide relief in this situation, management shall assure that the casing of the mail in question by part-time flexible employees does not interfere with the carriers' casing of first class letter sized mail.

M-00402 USPS Letter, November 15, 1977

Local management determines what is or is not a "thin flat" and whether a carrier will fold "thin flats" and place them in the letter case.

M-00597 Memorandum of Understanding, August 1, 1975

The parties agree that the casing standards to be used in the evaluation of city letter carrier routes

under the current route evaluation system shall continue to be eighteen (18) per minute for letters, eight (8) per minute for flats, on standard six or seven shelf cases, with appropriate wing cases. Letters are to be defined as that mail which will fit vertically without bending or folding between the two closest shelves on the carrier case.

M-00655 Step 4 Settlement, June 1, 1977, NCC 5913

Management should instruct employees performing casing assistance not to load letter separations with large pieces and flats that would hinder sorting additional letter mail. See M-39, Section 122.32.C.2

M-00738 Step 4 Settlement, July 8, 1977, NCS 5894

In abnormal circumstances such as where carrier cases have three and four deliveries to a separation and sequence of delivery cannot be maintained during casing, the National Agreement, Article XLI, Section 3(I) anticipates that the required sequencing of letter mail will be accomplished in the office while traying or strapping out.

M-01861 Memorandum of Understanding, June 16, 2015, Q06N-4Q-C 09106352

Re: Enhanced Carrier Route (ECR) and Periodicals walk sequenced letter or flat mailings (WSS)

Each presequenced addressed mailing for a particular route that meets this criteria is identified with a label/indicia containing the ECRWSS endorsement. This label/indicia remains the determining factor of whether a presequenced addressed mailing on a particular route meets the above referenced criteria required to assign a city letter carrier on a park and loop or foot route to carry it as a third bundle within weight restrictions. Accordingly, if a presequenced addressed mailing for a particular route is identified with a different label/indicia (e.g., ECRWSH or ECRL0T), the bundle would not meet the subject criteria.

M-01923 Step 4 Settlement, June 3, 2020, Q16N-4Q-C 19225372

NALC and the Postal Service have settled national-level case Q16N-4Q-C 19225372 concerning the Postal Service's unilateral testing of Consolidated Casing. As a result, half of the 62 test sites will be returned to their original route structure by July 31, 2020. The remaining 31 test sites will continue through November 27, 2020. The task force established by the Memorandum of understanding, Re: City Delivery Task Force will begin analyzing data from the test sites by July 20, 2020, to determine its application to future testing. Absent joint agreement by the parties to either continue the test or to jointly conduct alternative testing in these sites, the test sites will be returned to their original route structure by January 22, 2021. Additionally, it is agreed there will be no further expansion of this Case Consolidation Test.

M-01936 Memorandum of Understanding, January 21, 2021

Memorandum of understanding (MOU) regarding the implementation of settlement (M-01923) for the national-level grievance over the unilateral testing of Consolidated Casing (Q16N-4Q-C 19225372). The parties agree to extend the deadline referenced in Item 2 of M-01923 until March 1,

2021. The agreement clarifies that routes in each of the remaining 29 test sites will be returned to the original structure and configuration in place prior to the beginning of the test, including territory assigned to each route and lines of travel. However, the agreement allows the installation head and branch president, or their designees, to agree to changes or adjustments to the original structure or configuration of the routes with certain restrictions. It has also been agreed that a moratorium is placed on route inspections in all case consolidation test sites through March 1, 2021.

M-01927 Step 4 Settlement, August 31, 2020, Q16N-4Q-C 20345187

Settlement of national-level case Q16N-4Q-C 20345187 concerning the Postal Service's implementation of a test of the delivery initiative entitled Expedited Street/Afternoon Sortation (ESAS). The parties agree that the ESAS pilot test is concluded and terminated as of August 19, 2020. Additionally, any future modifications or alternate applications to the Expedited Preferential Mail (EPM) Delivery Program, as outlined in Section 144 of Handbook M-39, Management of Delivery Services and Sections 223, 450, and 924 of Handbook M-41, City Delivery Carriers Duties and Responsibilities, will be subject to discussion through the City Delivery Task Force. Any grievance pending as of the date of this agreement at any step of the Dispute Resolution Process asserting the ESAS delivery initiative violated the collective bargaining agreement will be closed.

M-01957 Step 4 Settlement, July 22, 2021, Q16N-4Q-C 20356310

Settlement of national-level case Q16N-4Q-C 20356310 concerning the Postal Service's unilateral implementation of the delivery initiative called Post Office Sortation Equipment Reconciliation (SER). The SER delivery initiative began July 31, 2020 and has concluded. The parties agree all changes to city letter carrier cases or configurations, including those resulting from the SER initiative, must comply with the appropriate provisions of the collective bargaining agreement and relevant handbook and manual provisions unless otherwise agreed upon by the national parties. Any grievance held pending the outcome of this national case will be processed in accordance with this understanding.

M-01962 Memorandum of Understanding, September 21, 2021

Re: Temporary 2 into 1 Casing Process – Peak Season

Memorandum of understanding in which NALC and USPS agree to guidelines regarding the temporary implementation and use of the 2 into 1 casing process to reclaim floor space to accommodate peak season delivery volumes. The 2 into 1 casing process is a system in which two city delivery routes with different start times will share carrier casing equipment to prepare mail for delivery. The parties agree the 2 into 1 casing process will only be implemented in sites jointly selected by the national parties, will begin no earlier than October 30, 2021, and will conclude no later than January 22, 2022.

Cellular Phones

M-01331 Pre-arbitration Settlement, June 23, 1998, H94N-4H-C 97033967

It is mutually agreed that there is no dispute at this level concerning a carrier's responsibility for cellular telephones. The parties further agree that management may document that letter carriers have been given appropriate instructions on the proper handling of such cellular telephones.

However, as these cellular telephones are not currently identified as "accountable items" in part 261 of Handbook M-41, carriers are not currently required to sign/initial to verify receipt of these cellular telephones.

However, once the letter carriers receive appropriate instruction on the proper handling of the cellular telephones, either a management representative or another designated employee may document the serial number of the cellular telephone given to each letter carrier on a daily basis.

M-01162 Step 4 Settlement, December 17, 1993, G90N-4G-C 93046831

Local standard operating procedures (SOP's) are noninterpretative issues. While the USPS may restrict the carrying and usage of pagers and cellular phones, the mere possession of such devices is not a safety hazard.

Collection Cards

M-01361 Step 4 Settlement, October 22, 1998, D94N-4D-C 96071608

This grievance concerns the use of collection cards in an effort to improve service through proper collection of mail and the use of locally developed forms. After reviewing this matter, we mutually agreed that there is no dispute at this level concerning a carrier's responsibility for the collection of mail, and for the proper use of cards used to verify and/or remind carriers of such collections. The parties further agree that management may document the fact that letter carriers have been given appropriate instruction on the proper handling of such cards. However, as these cards are not currently identified as accountable items in part 261 of Handbook M-41, carriers are not currently required to sign/initial to verify receipt of these cards. We also agreed that the issuance of local forms, and the local revision of existing forms is governed by Section 325.12 of the Administrative Support Manual (ASM). The locally developed forms at issue were not promulgated according to the ASM, Section 325.12. Therefore, management will immediately discontinue their use until such time as they comply with the above cited provision.

M-01287 Pre-arbitration Settlement, May 15, 1997, G90N-4G-C 95035453

This grievance concerns the use of "collection verification cards" in an effort to improve service through proper collection of mail.

After reviewing this matter, it was mutually agreed that there is no dispute at this level concerning a carrier's responsibility for the collection of mail, and for proper use of cards used to verify and/or remind carriers of such collections. The parties further agree that management may document the fact that letter carriers have been given appropriate instruction on the proper handling of such cards. However, as these cards are not currently identified as "accountable items" in part 261 of

Handbook M-41, carriers are not currently required to sign/initial to verify receipt of these cards.

Customer Connect

M-01530 USPS Letter, December 13, 2004

Subject: Customer Connect-Roles and Responsibilities for Joint Level Local Leadership Team

This memo serves as a follow-up to our memo dated July 16, Customer Connect-Exceeding Customer Expectations Everyday. The joint local team will consist of the Delivery Unit manager or his/her designee and an NALC member appointed by the local NALC Branch President.

M-01549 USPS Letter, August 30, 2005

In all instances, when Customer Connect is introduced at an installation the Customer Connect Program becomes the only program for city letter carriers in that installation for submitting leads.

M-01562 USPS Letter, Undated

A letter from the USPS congratulating and welcoming letter carriers to the Customer Connect Program.

M-01621 Memorandum of Understanding June 4, 2007

Updates and reiterates required and agreed upon mandates for the Customer Connect program.

M-01655 Memorandum of Understanding September 11, 2007

Re: Customer Connect Program

The parties reemphasize their joint commitment to the growth and long-term success of the Customer Connect Program and pledge to continue to work jointly at all levels of our organizations to enhance this important effort.

M-01742 USPS-NALC Letter, Undated

The Customer Connect Program has been a successful revenue generator for the Postal Service since its inception in 2004. Letter Carriers have leveraged their business relationships with customers and submitted leads that have resulted in over \$1 billion in new revenue. Program mandates were set and agreed upon by the President of the National Association of Letter Carriers (NALC) and the Postmaster General. This memorandum serves as a re-communication of those agreed upon program mandates.

Delivery Confirmation

M-01455 Pre-arbitration Settlement January 24, 2002, Q98N-4Q-C-00131997

The issue in this grievance concerns the Delivery Confirmation Program, Enhanced Signature Capture.

After reviewing this matter, we mutually agreed to settle this grievance on the following basis:

The electronic information for Delivery Confirmation service items will continue to be handled in accordance with the applicable section(s) of the Privacy Act.

Carriers will not be held liable for loss or theft of signature waiver items for which they have signed as acknowledgment of delivery in accordance with the mailer's or addressee's instructions and postal regulations.

Time credit will continue to be given during a route count and inspection for the Enhanced Signature Capture activity, as it has been, and will continue to be credited in total street time.

EPM Offices

M-00231 Step 4 Settlement, March 29, 1982, H8N-4F-C 20295

Offices utilizing the Expedited Preferential Mail System are expected to normally follow all prescribed procedures. We understand that these procedures may be altered on occasion, as dictated by the needs of the service. However, a daily deviation from the EMP procedures may indicate the need for a review by the postmaster or his designee.

M-00397 Step 4 Settlement, August 2, 1977, NCS 6524

Under the expedited preferential mail system, non-preferential mail is normally cased in the afternoon. However, management may use its discretion in determining whether overtime should be authorized or if casing should be deferred until the next morning.

M-01927 Pre-arbitration Settlement, August 31, 2020, Q16N-4Q-C 20345187

Settlement of national-level case Q16N-4Q-C 20345187 concerning the Postal Service's implementation of a test of the delivery initiative entitled Expedited Street/Afternoon Sortation (ESAS). The parties agree that the ESAS pilot test is concluded and terminated as of August 19, 2020. Additionally, any future modifications or alternate applications to the Expedited Preferential Mail (EPM) Delivery Program, as outlined in Section 144 of Handbook M-39, Management of Delivery Services and Sections 223, 450, and 924 of Handbook M-41, City Delivery Carriers Duties and Responsibilities, will be subject to discussion through the City Delivery Task Force. Any grievance pending as of the date of this agreement at any step of the Dispute Resolution Process asserting the ESAS delivery initiative violated the collective bargaining agreement will be closed.

Global Positioning Satellite (GPS)

M-01705 USPS Letter, May 15, 2009

A response to a letter from Director of City Delivery Dale Hart asking about the installation of Global Positioning Satellite (GPS) systems in postal vehicles. The May 15, 2009, letter states, "there is no nationwide implementation plan of GPS devices." Additionally, when GPS devices are installed in delivery units, city carriers will be advised in advance of the installation and the vehicles which will

receive GPS.

Hampers

M-01477 Pre-arbitration Settlement, March 4, 2003, Q98N-4Q-C 00099268

The parties agree that placing inverted plastic trays in the bottom of the 104-P hamper as an insert is one way, among others, to address any local bending and lifting concerns.

This agreement fully and completely resolves the issue of whether there is a bending/lifting hazard or violation of the National Agreement when city carriers use a 1046-P plastic hamper and, accordingly, will be applied to all disputes on this issue, including all grievances currently pending at any level of the grievance-arbitration procedure.

Managed Service Points (MSP)

M-01458 Step 4 Settlement, March 13, 2002, Q98N-4Q-C-01045840

The Managed Service Points (MSP) initiative is a national program intended to facilitate management's ability to assess and monitor city delivery route structure and consistency of delivery service. The following reflects the parties understanding of MSP:

The parties agree that management will determine the number of scans on a city delivery route. Time credit will continue to be given during route count and inspections and will be credited in total street time.

MSP does not set performance standards, either in the office or on the street. With current technology, MSP records of scan times are not to be used as timecard data for pay purposes. MSP data may not constitute the sole basis for disciplinary action. However, it may be used by the parties in conjunction with other records to support or refute disciplinary action issued pursuant to Article 16 of the National Agreement.

City letter carriers have the option of using a personal identification number (PIN) other than the last four digits of their social security number.

Section 432.33 of the Employee and Labor Relations Manual (ELM) remains in full force and effect when MSP is implemented. It provides that Except in emergency situations, or where service conditions preclude compliance, no employee may be required to work more than 6 continuous hours without a meal or rest period at least a half-hour.

Lunch locations for both the incumbent and carrier technician on a city delivery route continue to be determined in compliance with Section 126.5.b(2) of the 39. PS Form 1564A Delivery Instructions' lists the place and time that city letter carriers are authorized to leave the route for lunch. However, the parties recognize that, consistent with local instructions and operational conditions, city letter carriers may be authorized to leave at a different time and/or place. Notwithstanding this, the parties agree that city letter carriers will scan MSP scan points as they reach them during the course

of their assigned duties.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS,
AFL-CIO

Re: Managed Service Point Scans

The parties agree that the Managed Service Points (MSPs) will be removed from the street delivery portions of city letter carrier routes. The removal of the scans will take place no later than 60 days from the ratification date of the 2019 collective bargaining agreement.

Mark-Up, CMU

[M-00410](#) Step 4 Settlement, June 24, 1983, H1N-3U-C 17722

Carriers may be required to rework mail from the CMU in accordance with Section 180 of the M-39 Handbook.

[M-00477](#) Step 4 Settlement, May 2, 1985, H1N-3W-C 32759

In offices where there is a CFS/CMU site, letter carriers shall not be required to forward or return any class of mail, including oversized parcels. Letter carriers shall continue to endorse undeliverable as addressed in accordance with current policy.

[M-00741](#) Step 4 Settlement, January 13, 1978, NCN 7165

Carriers may not be required to review a large amount of C.M.U. Mail without additional office time.

[M-00191](#) Step 4 Settlement, October 10, 1975, NBW 6032

The practice of the Central Mark-Up Clerk "red marking" mail and returning it to the carrier for verification is improper. Existing U. S. Postal Service policy requires that if a change of address notice is not on file, the Central MarkUp Clerk is to return the mail to the sender. Further, requiring letter carriers to retain completed Forms 3982 at the carrier case for one year is contrary to existing instructions.

[M-01023](#) Step 4 Settlement, August 10, 1982, H1N-3W-C 6335

Carriers will be allowed to return mark-up mail and misthrows to the throwback case or other designated location. It is our mutual understanding that the carrier case is not the designated location. See also [M-00070](#), [M-00117](#), and [M-00265](#).

[M-01026](#) Postal Bulletin 21652, December 31, 1987

Modified Equipment

[M-00894](#) Step 4 Settlement, February 10, 1989, H7N-1P-C 7159

Modifications of any carrier casing equipment may only be made in accordance with the provisions of the National Agreement, including the applicable Section(s) of Article 34 and Article 4. In addition, Headquarters' approval must be obtained before testing, and the National Association of Letter Carriers at the national level, must be notified of the test in the appropriate manner. See also [M-00959](#).

[M-00959](#) Step 4 Settlement, February 7, 1990, H7N-1T-C 25501

Modifications of any carrier casing equipment may only be made in accordance with the provisions of the National Agreement, including the applicable Section(s) of Article 34 and Article 4. In addition, Headquarters' approval must be obtained before testing, and the National Association of Letter Carriers, at the National level, must be notified of the test in the appropriate manner. See also [M-00894](#).

[M-01076](#) Step 4 Settlement, June 26, 1992, HoN-3F-C 320

The issue in this grievance is whether management violated the National Agreement by adjusting routes based on inspections performed using five-shelf cases.

During our discussion, we mutually agreed that, since the M-39 provides only for standard six-shelf letter cases, route inspections and adjustments should not have been performed on non-standard cases.

[M-01130](#) Step 4 Settlement, January 13, 1993, H7N-2N-C 41759

The issue in this grievance is whether three shelf letter cases are authorized as casing equipment. During our discussion we mutually agreed that letter cases with fewer than four shelves are not currently authorized and will not be used. Accordingly, we agreed that the use of the three shelf case will be discontinued.

[M-01187](#) Step 4 Settlement, March 3, 1994, HoN-5K-C 15850

We further agreed that modifications of any casing equipment may only be made in accordance with the provisions of the National Agreement, including applicable Section(s) of Article 34 and Article 4, except as otherwise specifically provided in a Memorandum of Understanding or other settlement. In addition, the Memorandum of Understanding on casing equipment dated September 17, 1992, allows the local parties to jointly agree to use a four or five shelf case configuration.

[M-01240](#) Step 4 Settlement, July 25, 1995, J90N-4J-C 95012688

The issue in this grievance is whether Management violated the National Agreement by allowing a carrier to utilize a homemade cardboard tray device to the fixed tray in a Long Life Vehicle, to assist

in the delivery of DPS mail.

During our discussion the parties agreed that the USPS/NALC Joint Training Guide on Building Our Future by Working Together, dated September 1992, does not authorize changes in work methods in the delivery of DPS mail without local agreement. Whether this is such a change, and whether its use is prohibited, is suitable for regional/local determination.

Priority Mail

M-01341 Step 4 Settlement, April 21, 1998, D94N-4D-C 97104406

This grievance concerns management's requirement that the city carrier sign for delivery confirmation priority mail prior to delivery in an effort to improve service.

After reviewing this matter, we mutually agreed that there is no dispute at this level concerning a carrier's responsibility for the delivery of mail or management's right to assign the carriers work during the normal performance of their duties. The parties also agreed there is currently nothing in Handbook M-41 which identifies priority mail pieces as accountable.

Samples

M-00342 Step 4 Settlement, May 31, 1985, H1N-1M-C 27834

It is the position of the Postal Service that the handling of samples by park and loop carriers should be determined on a case-by-case basis. Normally, the carrier would case the detached labels (if any) in the office. Prior to pulling the case, management at the local level will determine the manner in which the carriers will identify the number of samples needed for each relay or the entire route. However, carriers will not be expected to memorialize the number of stops per relay on the route.

M-00779 USPS Letter, February 6, 1987

All samples should be delivered within the normal standard for ordinary third-class mail. In all cases, delivery must be completed within five days of receipt of the detached labels and samples.

If a sample is too large for delivery into a customer's mailbox, it should be left outside of the box provided it is afforded adequate protection or delivered in accordance with instructions or known desires of the addressee:

- a. A sample too large for delivery into an approved apartment house receptacle will be deposited in the rack underneath the boxes or on a nearby table or other location provided by the building management.
- b. In all cases where a sample is left outside of the mailbox, use a rubber band to hold the sample and address card together.
- c. When delivery cannot be accomplished, complete and leave Form 3849-A, "Delivery Notice of Receipt," and return sample and card to the delivery unit.

Under no circumstances should a detached address label be delivered without a sample or a sample without a detached address label.

Stools

[M-00682](#) Step 4 Settlement, May 5, 1977, NCS 5139

Information in the file does not substantiate that the grievant's use of a stool interferes with or affects the carrier's efficiency and standard job performance. Accordingly, the grievance is sustained.

[M-00285](#) Step 4 Settlement, March 20, 1973, NCS 6146

The employee could not reach top shelf of the case while sitting on a stool. As a result, he would place mail for the top shelf aside and later stand up and case this mail.

Since this second handling of the mail is an inefficient practice, management properly instructed the employee not to use the stool.

Street Duties

See also

Lawn Crossing

[M-00004](#) Step 4 Settlement, August 4, 1977, NCN 7044

Street supervision will be conducted in a proper and businesslike manner and it will not be accomplished with the intent of harassing a carrier.

[M-00039](#) Step 4 Settlement, June 11, 1982, H1N-5C-C-1155

It is not a requirement for a carrier on a foot route to carry 4 inches of flats on his arm while delivering mail. Carriers may opt to carry flats on their arm, unless instructed not to, as part of their daily routine, provided there is no loss in carrier efficiency. However, management may reasonably expect the carrier to perform his duties and travel his route during route inspections in the same manner as they does throughout the year (Part 915, M-41 and Part 234.224, M-39).

[M-00504](#) Step 4 Settlement, May 21, 1984, H1N-1E-C 25147

Letter Carriers may be required to finger flat mail between stops as required by Part 321.5, M-41 Handbook. Obviously, the physical fingering activity may not be the same as for letter mail which is held in the hand. Flat mail is normally withdrawn from a satchel. The idea is to have all mail ready for deposit when the carrier reaches the delivery point and to avoid backtracking. Safety should be a prime consideration, by all means.

[M-00042](#) Step 4 Settlement, May 17, 1982, H8N-3W-C 34930

The procedures for handling postage due mail. The current instructions in the Financial Handbook for Post Offices (F-1) are controlling in this matter until the M-41 is revised at a future date.

M-00335 Step 4 Settlement, November 17, 1972, NC 672 (50)

The only exception whereby a motorized carrier may make deliveries without a satchel is a dismount to make a limited (one or two) number of deliveries from a single stop.

M-00483 Step 4 Settlement, September 26, 1980, N8-W-0378

Normally, letter carriers deliver mail during daylight hours; however, there is no contractual provision which would preclude management from assigning carriers to deliver mail in other than daylight hours.

M-01125 Step 4 Settlement, April 8, 1993, HoN-4J-C 9940

The issues in this grievance are whether Management violated the National Agreement by assigning delivery of first class and priority mail to a Special Delivery Messenger and whether the grievance was filed within contractual time limits.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that the delivery of first class and priority mail on a route served by a letter carrier is letter carrier work. The propriety of a cross craft assignment can only be determined by the application of Article 7.2.

Throwback Case

M-00255 Step 4 Settlement, December 15, 1982, H8N-3U-C 35786

The question raised in this grievance involves the proper layout of the carrier throwback case. The dispute pivots on whether Exhibit 2-8 of Methods Handbook, Series M41 or Exhibit 1-1 of Methods Handbook, Series M-39, should be utilized. The date of Exhibit 2-8 of Methods Handbook, Series M-41 is June 14, 1974. The date of exhibit 1-1 of Methods Handbook, Series M-39 is January 30, 1981. Hence, local management was proper in relabeling the throwback case in compliance with the latest instructions.

M-01023 Step 4 Settlement, August 10, 1982, H1N-3W-C 6335

Carriers will be allowed to return mark-up mail and misthrows to the throwback case or other designated location. It is our mutual understanding that the carrier case is not the designated location. See [also M-00070](#), [M-00117](#), and [M-00265](#).

Vertical Flat Cases

M-00983 Memorandum of Understanding, January 10, 1990

The parties recognize the need to change existing equipment and methods so that the USPS may remain competitive and efficient. The purpose of the change is to provide the USPS and the letter carriers with a more efficient method of performing their duties and recouping the benefits of this change.

The NALC and USPS agree to jointly implement vertical flat casing (VFC). The following conditions are jointly agreed to.

The EI Process (where it exists) will be utilized to implement vertical flat cases. The expectation is that EI groups will participate in the determination of the predominant case configuration (6,5 or 4 shelf) for each unit. Exceptions to the predominant case configuration within each unit will be made on a route-by-route basis. Carriers will have input into the size and number of separations within the case(s) on their routes.

Where the EI process does not exist, joint labor/management efforts will be established to implement VFC. Whether or not the EI process is utilized to implement VFC, carrier input concerning the case configuration will be solicited.

This casing change is a permanent method for casing carrier flats. Any subsequent change to cases will be by agreement of the parties or management will follow the existing contractual guidelines.

The parties agree to complete this VFC review within 2 years. Also, they will jointly develop implementation guidelines and a criteria to be used when equipment decisions need to be made.

The city delivery, route examination and adjustment (as outlined in the M-39 Handbook, Chapter 2) processes will remain unchanged as a result of the VFC implementation. However, the parties acknowledge that this equipment change necessitates language changes in our handbook and manuals as they relate to flat casing equipment and methods, in order to recoup the benefits of this change.

The work design committee will address other changes to the applicable handbooks and manuals, as appropriate.

M-00991 USPS Internal Memorandum, March 15, 1991

In January 1990 the Postal Service and the National Association of Letter Carriers signed a Memorandum of Understanding agreeing to jointly implement Vertical Flat Casing (VFC). At that time, detailed implementation instructions were issued (Vertical Flat Casing-Information and Guidelines) and joint presentations were made in all regions.

Since then we have become aware of a few issues that need clarification.

There has been discussion concerning the 15 minutes per route savings attributed to Vertical Flat Casing in the budget process. This national average savings projection is not applicable at the individual route level. As you may recall from the Corporate Delivery Plan, two engineering studies documented that VFC savings potential from individual routes would vary due to a number of factors including the type and number of possible deliveries, flat mail, volume, etc. While certain routes will save more than the average, others will save less, and a number will not even be converted to VFC. In the aggregate, the in-office savings from VFC should approximate 15 minutes per route. These factors must be taken into consideration when evaluating the savings potential from individual routes within a unit.

The Vertical Flat Casing agreement did not commit the Postal Service or the National Association of Letter Carriers to any changes to carrier casing equipment other than the "strip & clip" modifications that allow for the VFC casing configurations to be put into place. There is no agreement or approval to cut-off case legs, weld brackets to the inside of cases, bolt additional shelves to the top of cases, etc. These types of equipment modifications are not part of the Vertical Flat Casing guidelines. Managers, supervisors and letter carriers should not make modifications to equipment that are inconsistent with those identified in the VFC implementation guidelines.

M-01256 Step 4 Settlement, October 2, 1996, H90N-4H-C-95033604

The issue in this grievance is whether Management violated the National Agreement by requiring city carriers to use the one-bundle system while using a 5 shelf case configuration.

During our discussion, it was agreed that the explanation Building our Future by Working Together of the September 1992 MOU on Case Configuration states that the two-bundle and modified two bundle casing systems may be used with four or five shelf letter cases. However, use of the one-bundle system on other than the standard six-shelf letter case requires a joint agreement between the local parties.

LETTERS OF INSTRUCTION OR INFORMATION

Occasionally, local managers use unauthorized and prohibited methods to discipline employees. A commonly used unauthorized method is issuing "letters of concern," "letters of instruction" and the like. They are typically used by supervisors in an attempt to establish a paper record as the basis of further discipline. The Postal Service has repeatedly agreed that all such "letters" are prohibited

If supervisors need to address minor performance problems or irregularities, Article 16 authorizes only two methods. They may hold a private, non-disciplinary "discussion" with an employee (see Article 16, Section 2) or they may issue official discipline in the form of a letter of warning, subject to challenge through the grievance/arbitration procedure (see Article 16, Section 3).

M-00387 USPS Policy Letter, November 17, 1982

Letters of Instruction and Letters of Information or similar type missives are not appropriate and will be discontinued immediately.

M-01335 Step 4 Settlement, July 17, 1998, J94N-4J-C 98075371

The issue in this case is Letters of Information/Letter of Concern which are issued to employees. After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing or to be scheduled for arbitration, as appropriate with the following understanding:

The letter dated November 17, 1982, signed by James C. Gildea, regarding Letters of Information/Letters of Concern ([M-00387](#)) will be controlling in the instant case, and such letters will be

removed from the employee files.

M-00074 Step 4 Settlement, December 9, 1983, H1N-4E-C 20307

The local office will immediately discontinue the use of "Letters of Concern." issued to letter carriers who have been bitten by dogs.

M-00389 Step 4 Settlement, January 31, 1983, H1N-3P-C 11303

A letter of Instruction as contained in this file is inappropriate.

M-00390 Step 4 Settlement, February 2, 1983, H1N-3P-C 8036

A letter of Awareness as contained in this file is inappropriate.

M-00768 Step 4 Settlement, March 19, 1987, H4N-3Q-C 22215

Management violated the National Agreement when the grievant was issued a letter because he was not available for a discussion. During our discussion, we mutually agreed that letters of instructions and letters of informative or similar type missives are not appropriate and the use of such letters must be discontinued in this facility.

M-00912 Step 4 Settlement, March 23, 1989, C7N-4M-C 7533

The issue in this grievance is whether the National Agreement was violated by the issuance of an accident incident letter. Letters such as these are not appropriate. Management will discontinue using these letters.

M-01334 Pre-arbitration Settlement, July 16, 1998, H90N-4H-C 96029292

The issue in this grievance is whether management violated the National Agreement by developing a local form which was not approved in accordance with the ASM. The development of local forms is governed by the ASM. This grievance concerns a letter which is being issued to employees locally, entitled, "Accident Repeater Alert!!!

During our discussion, we mutually agreed that the development of local forms is governed by the ASM. Therefore, the issuance of the "Accident Repeater Alert!!! letter will be discontinued.

M-00706 Step 4 Settlement, December 2, 1977, NCW 9088

Management is not prohibited from giving written informational notices to employees regarding attendance. However, if management desires to bring specific or potential attendance problems to the employee's attention, a personal discussion is more appropriate.

LIGHT DUTY

In General

M-00562 Step 4 Settlement, February 7, 1983, H8N-NA-C-53

The provisions promulgated in Part 546 of the Employee and Labor Relations Manual for

reemploying employees partially recovered from a compensable, injury on duty were not intended to disadvantage employees who occupy assignments properly secured under the terms and conditions of the collective bargaining agreement. This includes employees occupying permanent or temporary light-duty assignments acquired under the provisions set forth in Article 13 of the National Agreement.

M-01170 Pre-arbitration Settlement, April 29, 1993, H7N-NA-C 60

During our discussion, we mutually agreed that ELM Section 355.1 will be revised by adding a new section which will read as follows:

355.14 (New Section) The light duty provisions of the various collective-bargaining agreements between the U.S. Postal Service and the postal unions require that installation heads show the greatest consideration for full-time regular or part-time flexible employees requiring light duty or other assignments, giving each request careful attention, and reassign such employees to the extent possible in the employee's office.

C-18906 National Arbitrator Snow, April 29, 1991, H1C-5K-C 24191

The Employer violated the national Agreement when management denied the grievant a bid assignment due to her inability to work overtime. Because the grievant was the senior bidder for the open position and met all published qualification standards, she should have been awarded the position. An inability to work overtime does not necessarily prohibit an employee from performing his or her normal assignment. Accordingly, such an individual working with such a restriction is not necessarily on "light duty".

Employees restricted from working overtime may bid on and receive assignments for which they can perform a regular eight hour assignment. (Emphasis in original)

M-01360 Step 4 Settlement, October 22, 1998, E94N-4E-C 98057013

After reviewing this case, we mutually agreed that no national interpretive issue is fairly presented in this case, with the following understanding (From the Snow award in Case Number H1C-5K-C 24191).

An inability to work overtime does not necessarily prohibit an employee from performing his or her normal assignment. Accordingly, such an individual working with such a restriction is not necessarily on "light duty". Employees restricted from working overtime may bid on and receive assignments for which they can perform a regular eight hour assignment.

M-00583 Step 4 Settlement, February 7, 1983, H8N-NA-C 53

While the Postal Service strives to accommodate all injured employees, its responsibilities toward employees injured on duty differ from its responsibilities toward employees whose injuries or illness are not job related. As outlined in Part 546, Employee and Labor Relations Manual, the Postal Service has certain legal obligations to employees with job related disabilities pursuant to 5 U.S.C. Section 1851 and Office of Personnel Management regulations. Article 21, Section 4, of the National

Agreement acknowledges these legal obligations toward employees injured on the job and Article 13 recognizes the importance of attempting to accommodate employees whose injuries or illness are not job related. However, the statutory and regulatory responsibilities toward on-the-job injuries are obligatory in nature and given priority consideration when assigning ill or injured employees.

The provisions promulgated in Part 546 of the Employee and Labor Relations Manual for reemploying employees partially recovered from a compensable injury on duty were not intended to disadvantage employees who occupy assignments properly secured under the terms and conditions of the collective bargaining agreement. This includes employees occupying permanent or temporary light-duty assignments acquired under the provisions set forth in Article 13 of the National Agreement.

C-00383 National Arbitrator Bloch, October 5, 1983, H1C-4B-C 7361

Where a clerk obtained a letter carrier position as a result of a letter carrier being assigned light duty on the clerk craft, management acted improperly when it returned the clerk to the clerk craft after the letter carrier grieved the light duty assignment.

M-00140 USPS Letter, March 23, 1977

The Postal Service has reexamined its position concerning the meaning of Article XIII, B.2.A. pertaining to who shall bear the cost of the physical examination referred to therein when the employee requesting permanent reassignment to light duty or other assignment is directed to be examined and certified by a physician of the installation head's choice. The Postal Service will, henceforth, pay the designated physician's bill for such physical examination. However, the right is reserved to the installation head to determine when such examinations are appropriate and necessary and every employee request shall not automatically trigger the examination process at Postal Service expense.

M-00153 Step 4 Settlement, November 26, 1979, N8-W-0096

The grievant was inappropriately required to report for the light duty assignment in question, as he had not requested such an assignment. Accordingly, inasmuch as he was directed to work a schedule different from his normal schedule and in another craft, and such assignment was not for his own personal convenience and sanctioned by the Union, the grievant is entitled to receive out-of-schedule premium pay for the period he worked in other than his normal work schedule.

M-00146 Step 4 Settlement, March 28, 1977, NCW 4288

The fact that no specific types of assignments, number of assignments or hours of duty have been negotiated locally within different crafts does not negate this responsibility of management. It is our position that the posture in question in this case, that "temporary light duty assignment between crafts may not be made absent any provision to that effect in the local Memorandum of understanding", is inconsistent with the terms and conditions of Article XIII of the National Agreement and is not enforceable as Postal Service policy.

M-00564 USPS Letter, March 23, 1977

The Postal Service has reexamined its position concerning the meaning of Article XIII, B.2.A pertaining to who shall bear the cost of the physical examination referred to therein when the employee requesting permanent reassignment to light duty or other assignment is directed to be examined and certified by a physician of the installation head's choice. The Postal Service will, henceforth, pay the designated physician's bill for such physical examination.

M-01437 Step 4 Settlement, April 9, 2001, H90N-4H-C 96029235

The parties agree that the local practice of requiring an automatic update of medical information every 30 days is contrary to the intent of Article 13 and, therefore, will be discontinued. Consistent with the provisions of Article 13.4.F of the National Agreement, an installation head may request an employee on light-duty to submit to a medical review at any time.

Eligibility

M-00078 Step 4 Settlement, November 3, 1983, H1N-5L-C 14379

An employee must have 5 years of cumulative Postal Service in order to be eligible to submit a voluntary request for permanent reassignment to light duty.

M-00295 Step 4 Settlement, September 30, 1983, H1N-2D-C 5870

The specific restrictions contained in the local Memorandum that essentially preclude the authorization of a light duty assignment beyond 9 months is improper. Thus, any absolute language that limits the amount of time a light or limited duty will be authorized, without qualification, shall be stricken from the Memorandum. See also [M-00080](#).

M-01005 Step 4 Settlement, September 30, 1983, H1N-2D-C 6298

The question in this grievance is whether the local Memorandum setting forth a policy regarding light duty assignments violates Article 13 of the National Agreement.

The facts in the case file indicate that the policy specifically includes a provision that "temporary light or limited duty assignments will be authorized... for a period not to exceed 6 months... An extension for 1-3 months... may be permitted with medical certification."

During our discussion of this matter, we agreed to the following as a full settlement of this case:

The specific restrictions contained in the local Memorandum that essentially preclude the authorization of a light duty assignment beyond 9 months is improper. Thus, any absolute language that limits the amount of a time a light or limited duty will be authorized, without qualification, shall be stricken from the Memorandum.

Schedule

C-00935 National Arbitrator Mittenthal, June 12, 1987, H1C-4E-C 30528

Full-time regular employees on light-duty are not guaranteed eight hours a day or forty hours a week. They may be sent home on occasion before the end of their scheduled tours due to lack of work. See also [M-00718](#).

[M-00561](#) Step 4 Settlement, November 26, 1979, N8-W-0096/W8N5GC4396

After reviewing the information provided, it is our position that the Step 3 decision properly concluded that the grievant was inappropriately required to report for the light duty assignment in question, as he had not requested such an assignment. Accordingly, inasmuch as he was directed to work a schedule different from his normal schedule and in another craft, and such assignment was not for his own personal convenience and sanctioned by the Union, the grievant is entitled to receive out-of-schedule premium pay for the period he worked in other than his normal work schedule.

[M-00733](#) Step 4 Settlement, November 14, 1977, NCW 8182

The employee's "normal schedule does not apply when that employee requests light duty."

[M-00734](#) Step 4 Settlement, April 15, 1977, NCS 5127

The installation head may change an employee's regular schedule in order to afford light duty work to an employee without incurring an overtime obligation.

[M-00735](#) Step 4 Settlement, April 11, 1977, NCC 2498

An employee who is not working his regular schedule while on light duty is not entitled to overtime pay for such an assignment.

[M-00718](#) Step 4 Settlement, May 18, 1979, NC-E-13339

Light duty employees are not guaranteed eight hours of work per day. In view of the foregoing the relief requested cannot be granted. Management must make every effort to find eight hours light duty work for a carrier.

Duties

[M-00487](#) Step 4 Settlement, August 31, 1977, NCS 7445

Management will instruct employees on light or limited duty to perform only duties which are permitted by the instructions of the physician on Form 2533.

[M-00008](#) Step 4 Settlement, October 13, 1977, NCW 8182

Local management will make a reasonable effort to reassign the employee to available light duty in his own craft prior to scheduling light duty in another craft.

Bidding

[M-00752](#) Memorandum of Understanding, March 16, 1987, H1N-NA-C 119

The following procedures will be used in situations in which a regular letter carrier, as a result of

illness or injury, is temporarily unable to work his or her normal letter carrier assignment, and is working another assignment on a light duty or limited duty basis, or is receiving Continuation of Pay (COP) or compensation as a result of being injured on the job, sick leave, or annual leave, or Leave Without Pay (LWOP) in lieu of sick leave.

I. Bidding

A) A regular letter carrier who is temporarily disabled will be allowed to bid for and be awarded a letter carrier bid assignment in accordance with Article 41, Section 1.C.1, or, where applicable, in accordance with the provisions of a local Memorandum of understanding, provided that the letter carrier will be able to assume the position within the six (6) months from the time at which the bid is placed.

B) Management may, at the time of submission of the bid or at any time thereafter, request that the letter carrier provide medical certification indicating that the letter carrier will be able to perform the duties of the bid-for position within six (6) months of the bid. If the letter carrier fails to provide such certification, the bid shall be disallowed, and, if the assignment was awarded, it shall be reposted for bidding. Under such circumstances, the letter carrier shall not be permitted to re-bid the next posting of that assignment.

C) If at the end of the six (6) month period, the letter carrier is still unable to perform the duties of the bid-for position, management may request that the letter carrier provide new medical certification indicating that the letter carrier will be able to perform the duties of the bid-for position within the second six (6) months after the bid. If the letter carrier fails to provide such new certification, the bid shall be disallowed and the assignment shall be reposted for bidding. Under such circumstances, the letter carrier shall not be permitted to re-bid the next posting of that assignment.

D) If at the end of one (1) year from the placement of the bid the letter carrier has not been able to perform the duties of the bid-for position, the letter carrier must relinquish the assignment, and shall not be permitted to re-bid the next posting of that assignment.

E) It is still incumbent upon the letter carrier to follow procedures in Article 41.1.B.1 to request notices to be sent to a specific location when absent. All other provisions relevant to the bidding process will also apply.

II. Higher Level Pay

Letter carriers who bid to a higher level assignment pursuant to the procedures described in the preamble and Part I Bidding, above, will not receive higher level pay until they are physically able to, and actually perform work in the bid-for higher level position.

Overtime

We agreed that employees on light duty and limited duty may sign the "Overtime Desired" list. We further agreed the parties at Step 3 are to apply Article 13, Section 3.B., and Part 546 of the Employee and Labor Relations Manual to the specific fact circumstances involved in this case.

Also whether or not the grievant's physical condition and status was such that he could work overtime is a question that can only be answered based on the facts involved.

LIMITED DUTY

See also

OWCP

[M-01768](#) Step 4 Settlement, November 22, 2005, Q01N-4Q-C 04213981

By letter dated September 28, 2004, the NALC brought three issues identified in the above-cited case to the national level to determine if the parties had an interpretive dispute over the application of Employee & Labor Relations Manual Section 546.

After discussion on several occasions between our representatives, the Postal Service responded with its position on the three issues by letter dated August 19, 2005. ([M-01550](#)).

We mutually agree that the issues raised by the NALC are not interpretive. This case is therefore remanded through the National Business Agent's office to the Step B team who are to resolve the case in accordance with the attached August 19, 2005 correspondence. If the Step B team is unable to resolve the dispute, it is suitable for regular arbitration.

[M-01550](#) USPS Letter, August 19, 2005

This is in response to your September 28 correspondence regarding Valley Stream, New York "Limited Duty Grievances" and whether they raise three interpretive issues pursuant to Article 15.2 Step B(e) of the National Agreement. The Postal Service does not believe the grievances raise any interpretive issues. The following is our response to the three concerns raised by the NALC.

First, the NALC is concerned that "...management appears to assert that it has no duty to provide limited duty to an injured letter carrier if the carrier cannot deliver mail, even though the employee is capable of performing casing and other letter carrier duties in the office."

The Postal Service makes no such assertion. The Postal Service may provide casing duty and other city letter carrier duties to city letter carriers suffering a job-related illness or injury when it is available within the employee's medical limitations on record. When this occurs, it does not preclude, based on medical documentation, the Postal Service from offering the employee a duty assignment the essential functions of which the employee can perform.

All assignments will comply with the Employee and Labor Relations Manual (ELM) Section 546 and the Rehabilitation Act, if appropriate, based on individual circumstances.

Second, the NALC is concerned that "...it appears to be management's position that it has no duty to provide limited duty if available work within the employee's limitations is less than 8 hours per day or 40 hours per week."

The Postal Service makes no such assertion. The Postal Service may provide work of less than eight hours a day or forty hours a week to city letter carriers suffering a job-related illness or injury when it is available within the employee's medical limitations on record. When this occurs, it does not preclude, based on medical documentation, the Postal Service from offering the employee a duty assignment, the essential functions of which, the employee can perform. All assignments will comply with the Employee and Labor Relations Manual (ELM) Section 546 and the Rehabilitation Act, if appropriate, based on individual circumstances.

Third, the NALC is concerned that "... it appears to be management's position that there is no obligation to provide limited duty when the employee's treating physician indicates that the employee is unlikely to fully recover from the injury."

The Postal Service makes no such assertion, If an employee reaches maximum medical 'Improvement and can no longer perform the essential functions of the city letter carrier position, the Postal Service is obligated to seek work in compliance with ELM Section 546 and, if applicable, the Rehabilitation Act.

We do not believe these issues to be interpretive, nor do we believe we have a dispute on the application of ELM Section 546 or the Rehabilitation Act.

M-01706 Pre-arbitration Settlement, June 18, 2009, Q01N-4Q-C-07190177

This grievance was filed regarding the Postal Service's application of the National Reassessment Program (NRP). The grievance contained three issues. The first issue involves the Union's contention that through the NRP the Postal Service has implemented a new 'necessary work' standard for the creation and continuation of limited duty and rehabilitation assignments. The second issue involves the Union's contention that as part of the NRP the Postal Service has developed new criteria for assigning limited duty. The third issue concerned the potential impact of the NRP on employees assigned to light duty under Article 13 of the Agreement.

In resolution of these issues the parties agree as follows:

1. The NRP has not redefined or changed the Postal Service's obligation to provide limited duty or rehabilitation assignments for injured employees. The ELM 546 has not been amended and remains applicable to all pending grievances.
2. The Postal Service has not developed new criteria for assigning limited duty. Injured employees will continue to be assigned limited duty, in accordance with the requirements of ELM 546 and 5 C.F.R., Part 353.
3. Employees on existing non-workers' compensation light duty assignments made pursuant to Article 13 of the National Agreement will not normally be displaced solely to make new limited duty

or rehabilitation assignments unless required by law or regulation. The foregoing sentence does not establish any guarantee of daily work hours for employees in a light duty assignment.

All grievances which have been held In abeyance will be processed in accordance with the foregoing.

This settlement is without prejudice to the right of the Postal Service to propose changes to ELM 546 in accordance with the Article 19 process. See also [M-01707](#).

[M-01807](#) USPS Letter to Area Vice Presidents, March 19, 2012

Subject: Employee Medical Restrictions

When craft employees provide medical documentation indicating that they have a disability and cannot work more than eight hours, or that they require other accommodations that may impact their ability to deliver the mail in an efficient manner, this can be challenging for a manager with limited resources who is trying to move the mail.

However, the answer is neither to work disabled employees outside of their restrictions, nor to discipline them for being unable to complete their route. Significant liability may result from those courses of action.

A decision was recently issued against the Postal Service in an Equal Employment Opportunity Commission (EEOC) case based upon a finding of disability discrimination and retaliation. The EEOC Administrative Judge awarded the employee, a letter carrier, \$200,000 in compensatory damages, 39 days of back pay, \$12,420 for psychological treatment, and \$115,659 in attorney fees, expert witness fees and costs.

This case is significant because it highlights a growing trend in USPS EEOC complaints/allegations that managers are disregarding employees' medical restrictions. In this particular case, the judge found that management was on notice of the carrier's restrictions by virtue of medical documentations she had submitted to management, as well as her statements regarding those restrictions. The carrier's primary restrictions were a limitation that she could work no more than eight hours per day and a requirement that she be granted a ten minute stretch break every hour. The judge determined that the carrier was frequently required to work more than eight hours and that her workload was not adjusted to allow for the ten minute breaks. There was also a finding that the carrier was harassed when she attempted to abide by her medical restrictions.

Human Resources and the Law Department have more appropriate ways to work through these issues. Therefore, it is critical that operations managers seek their assistance when faced with medical restrictions to ensure that the proper process is followed, and to ensure that Postal Service operational and financial resources are not compromised. There are valuable resources at <http://blue.usps.gov/uspslaw/ReasonableAccom.htm> on reasonable accommodations, including area law office contacts.

[M-01119](#) USPS Letter, January 13, 1993

Postal Service letter instructing that in accordance with OWCP regulations a written description of

proposed restricted or limited duty assignments must be provided. Sample letter with minimum requirements attached.

M-00487 Step 4 Settlement, August 31, 1977, NCS 7445

Management will instruct employees on light or limited duty to perform only duties which are permitted by the instructions of the physician on Form 2533.

M-01487 Pre-arbitration Settlement, May 29, 2003, Q98N-4Q-C-00065688

The issue in the case concerns proposed revisions to the Employee and Labor Relations Manual, Issue 14, transmitted by letters dated September 29 and November 12, 1999. After reviewing this matter, we mutually agree to close this case with the following understanding:

The language formerly contained in Section 864.42 of the Employee and Labor Relations Manual (ELM) which stated, "In cases of occupational illness or injury, the employee will be returned to work upon certification from the treating physician, and the medical report will be reviewed by a medical officer or contract physician as soon as possible thereafter" is still in full force and effect and will be placed back into the next edition of the ELM. The change will be identified in a future edition of the Postal Bulletin.

M-00914 Step 4 Settlement, April 13, 1989, H4N-2L-C 45826

The issue in these grievances is whether management violated the National Agreement when it refused to post several potential opt assignments claiming the assignments were reserved for limited duty. We mutually agreed that no national interpretive issue is fairly presented in these cases. We further agreed that there is not authority for management to withhold routes "reserved" for limited duty.

M-00795 Step 4 Settlement, July 11, 1986, H4N-5B-C 9731

We agreed that employees on light duty and limited duty may sign the "Overtime Desired" list. We further agreed the parties at Step 3 are to apply Article 13, Section 3.B., and Part 546 of the Employee and Labor Relations Manual to the specific fact circumstances involved in this case.

Also, whether or not the grievant's physical condition and status was such that he could work overtime is a question that can only be answered based on the facts involved.

M-00849 Step 4 Settlement, July 8, 1988, H4N-5R-33012

The issue in this grievance is whether management violated the National Agreement when it used a locally developed form to supplement the data provided on Form 3996. During our discussion, we mutually agreed that no national interpretive issue is presented in this case. We also agreed that the issuance of local forms, and the local revision of existing forms is governed by Section 324.12 of the Administrative Support Manual (ASM). The locally developed form at issue was not promulgated according to ASM 324.12. Therefore, management will immediately discontinue using this form.

M-00887 Step 4 Settlement, November 16, 1988, H4N-4C-C 38635

The issuance of local forms, and the local revision of existing forms is governed by Section 324.12 of the Administrative Support Manual (ASM). The locally developed forms at issue were not promulgated according to ASM, Section 324.12. Therefore, management will discontinue their use.

The form at issue in this case was a locally developed list of available limited duty assignments provided to physicians. See also [M-00849](#) and [M-00852](#).

[M-01116](#) Pre-arbitration Settlement, May 18, 1992, H7N-1Q-C 30532

The issue in these grievances is whether management may send a letter to an employee and/or the employee's physician informing them that limited duty is available.

During our discussion, we mutually agreed that in order to resolve these particular grievances that standard letters would be developed at the national level to replace the letters which were being used locally. Copies of those letters are attached. The Union will provide comments on the content of these letters, without prejudice to the positions of the parties regarding whether Article 19 is applicable or whether such letters should be developed nationally or locally. After comments, if any, are received, these letters will be transmitted and used by the field instead of those letters at issue in these grievances.

The parties further agree that this settlement is limited solely to the question of letters issued to inform employees of their obligation regarding limited duty availability and to inform physicians of limited duty availability.

[M-01146](#) USPS Letter, October 14, 1983, H1C-NA-C 74

The union's purpose in submitting this matter to Step 4 Settlement, was to raise the following question: Are limited duty employees covered by the collective bargaining agreement? As I indicated during our discussion, the answer to that question is set forth in Section 546 of the Employee and Labor Relations Manual (ELM). Specifically, 546.2 provides as follows:

Reemployment under this section will be in compliance with applicable collective bargaining agreements. Individuals so reemployed will receive all appropriate rights and protection under the applicable collective bargaining agreement.

In view of the foregoing, I do not believe that our respective organizations have a dispute over this issue. Where reemployment occurs under the circumstances described in Section 546, such reemployment must be in keeping with the provisions of any applicable collective bargaining agreements.

[M-01352](#) USPS Letter, May 1, 1997

USPS letter stating that it is not the policy of the Postal Inspection Service to conduct criminal background checks on all employees who file injury compensation claims.

[M-01527](#) U.S. Department of Labor Letter, April 6, 2004

In accordance with 20 C.F.R. 10.506, the only authorized contact between an employee of the agency

and the injured worker's physician is written communication "concerning the work limitations imposed by the effects of the injury and possible job assignments". The employer shall provide copies of any such correspondence as well as the physician's response to OWCP and the employee. This section of the regulations specifically prohibits the agency from contacting the physician's office for any reason by telephone or personal visit. The only situation where a postal inspector would be allowed to contact the attending physician of an injured worker would be as part of an established fraud investigation. See also [M-01585](#) and [M-01528](#).

[M-01577](#) USPS-NALC Correspondence, April 10, 2006

This letter is USPS Manager of Labor Relations, A.J. Johnson's response to NALC Vice President Gary H. Mullins' inquiry regarding an EL-505 Sample Letter offering telephonic communication between a carrier's attending physician and USPS Injury Compensation Medical Management.

This is in response to your March 20 letter regarding Handbook EL-505 (Injury Compensation), December 1995, Sample Letter: Limited Duty Availability, Exhibit 6.1.

Exhibit 6.1 (Sample Letter: Limited Duty Availability), will be revised to delete the sentence, "Should you have any questions, please call our contract medical provider or occupational health nurse administrator at__ (telephone number) ____".

See also [M-01585](#), [M01527](#) and [M-01528](#).

[M-01709](#) Pre-arbitration Settlement, August 7, 2003, F94N-4F-C 97028589

The parties agree that Section 935.21 of the Employee and Labor Relations Manual (ELM) does not apply to employees who are permanently reassigned pursuant to a limited duty job offer.

Pay

[C-00843](#) National Arbitrator Aaron, September 3, 1982, H8-C-4A-C 11834

Employees who had been on compensation under the Federal Employees' Compensation Act and who after more than one year were partially recovered from their injuries and were reinstated to the same level and step they had occupied at the time of their separation were not entitled to the salary levels they would have occupied had they been continuously employed from the dates of their separation to the dates of their reinstatement.

Arbitrator Aaron decided this case as a purely contractual issue and declined to look at external law. It is the position of the NALC that, notwithstanding Arbitrator Aaron's decision in this case, the Federal Employees' Compensation Act requires that employees, who have been on compensation for more than one year and are partially recovered from injuries, are when reinstated entitled to the salary levels they would have occupied had they been continuously employed from the dates of their separation to the dates of their reinstatement. The Contract Administration Unit should be contacted in any cases concerning this issue.

[C-03212](#) National Arbitrator Gamser, March 12, 1980, N8-NA-0003

The arbitrator held that the Postal Service is not required to make out-of-schedule payments to employees on limited duty. However, he continued that:

"Having so concluded, it is necessary to add that this determination does not give the USPS the unbridled right to make an out-of-schedule assignment when the disabled employee could be offered such a work opportunity during the hours of his or her regular tour."

M-01774 Step 4 Settlement, December, 15 1998, G94N-4G-C 98110423

Settlement of grievance concerning limited duty carriers being required to travel between work locations without being paid travel time. Settled by application of ELM Chapter 438. Sections 123 and 132.

Bidding

M-00752 Memorandum, March 16, 1987, H1N-NA-C 119

The following procedures will be used in situations in which a regular letter carrier, as a result of illness or injury, is temporarily unable to work his or her normal letter carrier assignment, and is working another assignment on a light duty or limited duty basis, or is receiving Continuation of Pay (COP) or compensation as a result of being injured on the job, sick leave, or annual leave, or Leave Without Pay (LWOP) in lieu of sick leave.

- A) A regular letter carrier who is temporarily disabled will be allowed to bid for and be awarded a letter carrier bid assignment in accordance with Article 41, Section 1.C.1, or, where applicable, in accordance with the provisions of a local Memorandum of understanding, provided that the letter carrier will be able to assume the position within the six (6) months from the time at which the bid is placed.
- B) Management may, at the time of submission of the bid or at any time thereafter, request that the letter carrier provide medical certification indicating that the letter carrier will be able to perform the duties of the bid-for position within six
(5) months of the bid. If the letter carrier fails to provide such certification, the bid shall be disallowed, and, if the assignment was awarded, it shall be reposted for bidding. Under such circumstances, the letter carrier shall not be permitted to re-bid the next posting of that assignment.
- C) If at the end of the six (6) month period, the letter carrier is still unable to perform the duties of the bid-for position, management may request that the letter carrier provide new medical certification indicating that the letter carrier will be able to perform the duties of the bid-for position within the second six (6) months after the bid. If the letter carrier fails to provide such new certification, the bid shall be disallowed and the assignment shall be reposted for bidding. Under such circumstances, the letter carrier shall not be permitted to re-bid the next posting of that assignment.
- D) If at the end of one (1) year from the placement of the bid the letter carrier has not been able to

perform the duties of the bid-for position, the letter carrier must relinquish the assignment, and shall not be permitted to re-bid the next posting of that assignment.

E) It is still incumbent upon the letter carrier to follow procedures in Article 41.1.B.1 to request notices to be sent to a specific location when absent. All other provisions relevant to the bidding process will also apply.

Letter carriers who bid to a higher level assignment pursuant to the procedures described in the preamble and Part I Bidding, above, will not receive higher level pay until they are physically able to, and actually perform work in the bid-for higher level position.

Removal from Assignment

[C-03855](#) National Arbitrator Mittenthal, November 14, 1983, H8N-5B-C 22251

Management may not declare vacant the duty assignment of an employee on temporary limited duty and post the assignment for permanent bid. See also [M-00999](#).

[M-00999](#) Step 4 Settlement, January 12, 1989, H1N-3W-C 30804

If it is determined that the disability is permanent, management's actions in removing the grievant from her bid assignment were proper. If, however, the disability is determined to be temporary, the decision of Arbitrator Mittenthal, case H8N-5B-C 22251 (C-03855) should be applied.

[M-01219](#) Step 4 Settlement, June 29, 1995, HoN-5S-C 8772

Whether or not an employee is permanently disabled and may therefore be removed from a duty assignment is an issue of fact that should be resolved on a case by case basis. We further agree that, for purposes of removing an employee from a duty assignment, there is no predetermined period of disability after which an employee may be considered permanently disabled. Therefore, the award of Arbitrator Collins in H1CNA-C 101 is not conclusive of the outcome of this case.

Acceptance “Under Protest”

[M-01120](#) Memorandum of Understanding, January 29, 1993

1. By accepting a limited duty assignment, an employee does not waive the opportunity to contest the propriety of that assignment through the grievance procedure, whether the assignment is within or out of his/her craft.
2. An employee whose craft designation is changed as a result of accepting a limited duty assignment and who protests the propriety of the assignment through the grievance procedure shall be represented during the processing of the grievance, including in arbitration, if necessary, by the union that represents his/her original craft.

For example, if a letter carrier craft employee is given a limited duty assignment in the clerk craft, and grieves that assignment, the employee will be represented by the NALC. If a clerk craft employee

is given a limited duty assignment in the letter carrier craft, and grieves that assignment, the employee will be represented by the APWU.

M-00896 Step 4 Settlement, February 10, 1989, H4N-3W-C-50311

The issue in this grievance is whether, by accepting a limited duty assignment, a letter carrier waives the opportunity to contest the propriety of such assignment through the grievance procedure.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that by accepting a limited duty assignment a letter carrier does not waive the opportunity to contest the propriety of that assignment through the grievance system.

Cross Craft

C-07233 National Arbitrator Bernstein, August 7, 1987, H1N-1J-C 23247

“Section 546.14 (of the ELM) must be read to impose a continuing duty on the Service to always try and find limited duty work for injured employees in their respective crafts, facilities and working hours. The fact that such duty might not be available at any point in time does not mean that it will never become available, because there are many changes that can take place. Therefore, the Service must be prepared to modify a limited duty assignment outside of the employee's craft, facility or hours, when work within those conditions becomes available.”

C-13396 National Arbitrator Snow, October 11, 1993, HoC-3N-C 418

"The arbitrator concludes that the employer violated the parties' collective bargaining agreement when it reassigned a full-time (letter carrier) employee who was partially recovered from an on-the-job injury to full-time regular status in the Clerk Craft. Unless in an individual case, the Employer can demonstrate that such assignments are necessary, notwithstanding the conversion preference expressed in the parties' agreement, the Employer shall cease and desist from reassigning partially recovered employees to full-time status when those reassignments impair the seniority of part-time flexible employees.”

C-18860 National Arbitrator Snow, November 4, 1998, H94N-4H-C 96090200

"The arbitrator concludes that the Employer violated its agreement with the National Association of Letter Carriers when it reassigned a full-time regular partially disabled, current employee of the Carrier craft to the Clerk craft as a part-time flexible worker."

“Management must be diligent in being certain that it can keep promises it makes to each craft. If promises to one craft infringe on rights of another, the Employer is obligated to negotiate the authority to implement such rights within the craft whose rights are being infringed.

The APWU is correct in asserting that those reassignments and reemployment decisions under Section 546 of the ELM must be accomplished in accordance with commitments made by management in the APWU agreement.

Simply because complying with one agreement would violate the other does not relieve management of its obligation to comply with both.

In order to comply with ELM Section 546.141(a), the Employer is not permitted to change the status of a disabled employee when switching crafts; but if the employee is a

full-time regular worker and there are part-time flexible workers in the gaining craft, then reassigning the employee as a full-time regular worker could violate conversion rights of part-time flexible employees in the gaining craft.

Such an assessment, however, must be based on the APWU's agreement with the Employer, not that of the NALC. Whether or not such a transaction violates the APWU agreement is not before the arbitrator in this dispute. The only question to be answered is whether transferring the grievant to a part-time flexible position would violate the Employer's obligation with regard to the NALC. That question must be answered in the affirmative"

C-23742 National Arbitrator Das, October 31, 2002, E90N-4E-C 95076238

The Postal Service was not required to post under Article 37a of the APWU CBA a rehabilitation assignment created for a partially recovered letter carrier.

"In this case, the Postal Service created a full-time assignment with fixed hours and days off consisting of various clerk duties that were within the medical restrictions of the injured letter carrier. This rehabilitation assignment was not a residual vacancy in the Clerk Craft, but was a "position uniquely created to fit those restrictions," as provided for in ELM Section 546.222."

"Section 546.222 specifically recognizes the reassignment of a partially recovered employee to a different craft to provide appropriate work and authorizes the Postal Service to establish a "uniquely created" position for that purpose..."

"As the Postal Service stresses, this assignment would not have existed, but for the obligation to find work for the injured employee..."

"...the rehabilitation assignment in question was not created to meet the operational needs of the Postal Service, but to fit the medical restrictions of the injured employee with minimum disruptive impact on the employee..."

M-01434 Memorandum of Understanding, March 1, 2001

The parties agree to resolve all outstanding issues with respect to the permanent reassignment of full-time letter carrier craft employees with job-related injuries to the clerk craft as part-time flexible employees as follows:

1. The parties will jointly identify all full-time carrier craft employees who were reassigned to part-time flexible positions in the clerk craft following a job-related injury.
2. Each employee so identified will be paid thirty-five (\$35) dollars for each pay period that he/she was in part-time flexible status following his/her reassignment into the clerk craft. Such payment

shall be subject to the appropriate payroll deductions.

3. Pending grievances with respect to the reassignment of any employee covered by this Memorandum shall be remanded to the local parties. The grievant's current medically defined work limitation tolerance (see ELM 546.611) shall be considered. Following such review:

(a) If the parties agree that there is adequate work within the Grievant's medically defined work limitation tolerance in the letter carrier craft, he/she shall be reassigned back as a full-time regular employee with full retroactive carrier craft seniority.

(b) If the parties agree that there is not adequate work within the grievant's medically defined work limitation tolerance in the letter carrier craft, NALC will withdraw its request that the grievant be reinstated in the letter carrier craft.

(c) If the parties disagree, any disputes with respect to the grievant's medically defined work limitation tolerance and/or the availability of work within those limitations in the letter carrier craft, shall be arbitrated at the area level based upon the fact circumstances.

(d) Evaluation and/or reassignment of the grievant as agreed to in paragraphs a, b, and c above, must be consistent with ELM Section 546.

This represents a full and complete resolution of any and all grievances, complaints and/or appeals arising out of the reassignment into the clerk craft. This settlement is intended solely to resolve the dispute with respect to the reassignment of the employees identified in paragraph one above into the clerk craft and is otherwise not precedential and is without prejudice to either party. See also [M-01435](#).

[C-19717](#) APWU National Arbitrator Dobranski, June 14, 1999, J90N-1J-C 92056413

The Postal Service did not violate the APWU National Agreement by assigning rural letter carriers to temporary limited duty work in the clerk craft when no work was available within their medical restrictions within their own craft.

[C-05136](#) National Arbitrator Mittenthal, January 4, 1985, H1C-4K-C 17373

When a carrier is assigned permanent limited duty in the clerk craft pursuant to Part 540 of the ELM, a clerk is not entitled to be reassigned to the position vacated by the carrier.

ELM Section 546.14

[M-01010](#) Pre-arbitration Settlement, October 26, 1979, N8-NAT-003

Pre-arbitration settlement revising ELM 546.14.

[M-01418](#) Step 4 Settlement, March 3, 2000, J94N-4J-C 96037387

Those portions of the October 26, 1979, Pre-arbitration settlement of Case Number N8-NAT-003 (M-01010) pertaining to the settlement of grievances is no longer in effect. The settlement applied only to individual grievances relating to the initial implementation of the ELM procedures in 1979

M-01264 Step 4 Settlement, January 28, 1997, G90N-4G-C 95026885

We agreed that the provisions of ELM 546.14 are enforceable through the provisions of the grievance/arbitration process.

M-00308 Pre-arbitration Settlement, December 24, 1985, H1C-3D-C 38668

Full-time regular employees on limited duty will not be scheduled day-to-day with varying reporting times.

C-00936 National Arbitrator Aaron, January 24, 1983, H1C-5D-C 2128

Pursuant to the provisions of 546.141 of the ELM, A fulltime rural carrier who has incurred an on-the-job injury must be offered a full-time regular position in another craft that minimizes adverse or disruptive impact on the employee.

M-00817 Pre-arbitration Settlement, March 9, 1988, H4N-5K-C 10972

When an employee has partially overcome a disability and is available for assignment to limited duty, management may change the employee's regular work schedule in accordance with part 546.14 of the ELM, but only on a prospective basis. Management may not change the employee's regular work schedule retroactively. The requirement set out in part 434.61 of the ELM and elsewhere, that employees be given notice of a temporary schedule change by Wednesday of the preceding service week does not apply to schedule changes for limited duty assignments pursuant to Part 546.14 of the ELM.

M-00583 Step 4 Settlement, February 7, 1983, H8N-NA-C 53

While the Postal Service strives to accommodate all injured employees, its responsibilities toward employees injured on duty differ from its responsibilities toward employees whose injuries or illness are not job related. As outlined in Part 546, Employee and Labor Relations Manual, the Postal Service has certain legal obligations to employees with job related disabilities pursuant to 5 U.S.C. Section 8151 and Office of Personnel Management regulations. Article 21, Section 4, of the National Agreement acknowledges these legal obligations toward employees injured on the job and Article 13 recognizes the importance of attempting to accommodate employees whose injuries or illness are not job related. However, the statutory and regulatory responsibilities toward on-the-job injuries are obligatory in nature and given priority consideration when assigning ill or injured employees.

The provisions promulgated in Part 546 of the Employee and Labor Relations Manual for reemploying employees partially recovered from a compensable injury on duty were not intended to disadvantage employees who occupy assignments properly secured under the terms and conditions of the collective bargaining agreement. This includes employees occupying permanent or temporary light-duty assignments acquired under the provisions set forth in Article 13 of the National Agreement.

M-01428 Pre-arbitration Settlement, February 18, 1999, A94N-4A-C 97019738

The issue in this case is whether management violated the National Agreement when it contacted limited duty employees' physicians to receive information and/or clarification on a carrier's medical progress.

The Office of Workers' Compensation Programs (OWCP), U.S. Department of Labor issued new regulations governing the administration of the Federal Employees' Compensation Act (FECA) effective January 4, 1999. The specific regulation that is germane to the instant case is 20 CFR 10.506 which specifically prohibits phone or personal contact initiated by the employer with the physician. See also [M-01117](#).

LOCAL MEMORANDUMS OF UNDERSTANDING (LMOU)

Most letter carrier rights and benefits are found in the National Agreement. However, Article 30 of the National Agreement provides a mechanism for local parties to negotiate over certain conditions of employment according to their own circumstances. A more detailed explanation of these rules and procedures can be found in the NALC Guide to Local Negotiations.

22 Items

[C-03206](#) National Arbitrator Mittenthal, September 21, 1981, N8-W-0406

An LMU is valid and enforceable so long as it is not inconsistent or in conflict with the National Agreement. This is true even if the subject of the LMU is outside of the 22 items for local implementation set forth in Article 30. While matters outside the 22 items may not be submitted for impasse resolution, if management enters into an agreement concerning a matter outside the 22 items it is thereafter bound by such agreement.

[C-13080](#) National Arbitrator Mittenthal, July 12, 1993, HoC-NA-C 3

Management may not seek to change or eliminate through the impasse arbitration procedure LMU provisions which cover matters outside the 22 items listed in Article 30, Section B.

Leave, Holiday Provisions

[C-05670](#) National Arbitrator Mittenthal, January 29, 1986, H1N-NA-C 61

LMU provisions which grant employees the right to take incidental leave are not in conflict or inconsistent with the National Agreement and are, therefore, valid, and enforceable.

[C-09404](#) National Arbitrator Mittenthal, October 6, 1989, H4C-4C-C 24016

An LMU provision stating that "incidental leave will be granted upon request provided the allowable maximum percentage of leave is not exceeded" is not inconsistent or in conflict with the ELM. Interpretation of an LMU provision is a subject for regional, not national, arbitration.

[M-01594](#) Pre-arbitration Settlement, October 7, 1985

The question in this grievance is whether part-time flexibles with greater craft seniority than full-time employees receive preference when scheduling vacation.

It was mutually agreed to full settlement of this case as follows:

Leave which is applied for consistent with the National Agreement and Local Memorandum of Understanding is awarded by seniority without regard to full-time or part-time status.

Negotiations Period

[C-14489](#) National Arbitrator Mittenthal, June 2, 1995, H7N-1F-C 39072

The local parties may not negotiate wholesale changes to a LMU outside of the 30 day period provided by Article 30, Section B.

[M-01261](#) USPS Letter, January 18, 1995

Letter confirming the dates of the local implementation period pursuant to Article 30 for the 1994 National Agreement.

Wash-Up Time

[C-25374](#) National Arbitrator Nolan, July 25, 2004, B98N-4B-I-01029365/B98N-4B-I-01029288

Sections 8.9 and 30.B.1 prohibit negotiation of LMOU provisions that provide wash-up time to all employees without consideration of whether they perform dirty work or are exposed to toxic materials. Local parties remain free to define the employees

Other Subjects

[M-01183](#) Step 4 Settlement, March 23, 1994, HoN-4N-C 4199

The issue in this grievance is whether the union can declare items contained in the Local Memorandum of Understanding (LMOU), to be in conflict and inconsistent with the National Agreement.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case.

During our discussion we agreed that under Article 30 Section A, of the National Agreement, the union can claim any LMOU item to be in conflict and inconsistent with the National Agreement.

[M-01171](#) APWU Pre-arbitration Settlement, November 26, 1992, H7C-NA-C 89

During the discussions, it was mutually agreed that when facilities are consolidated or when a new installation is established as a result of administrative changes, such action does not change the coverage of any existing LMOU. Matters associated with the "consolidation" are addressed by application of Article 30.E.

Also, it was mutually agreed that when finance numbers within an installation are changed, deleted, or created, such changes, in and of themselves, do not change the coverage of an existing L.M.O.U. covering the installation.

M-00519 Step 4 Settlement, August 1, 1984, H1N-3A-C 30742

Part 584.8, ELM, specifically authorizes the head of an installation to determine when seasonal changes of uniform will take place. Whether or not the language of this LMU is inconsistent with the postmaster's decision making authority relative to the seasonal wearing of ties can only be determined by review of the fact circumstances, to include the context of the discussions leading to the 1981 LMU language, past practice, etc.

M-01005 Step 4 Settlement, September 30, 1983, H1N-2D-C 6298

The question in this grievance is whether the local Memorandum setting forth a policy regarding light duty assignments violates Article 13 of the National Agreement.

The facts in the case file indicate that the policy specifically includes a provision that "temporary light or limited duty assignments will be authorized... for a period not to exceed 6 months... An extension for 1-3 months... may be permitted with medical certification."

During our discussion of this matter, we agreed to the following as a full settlement of this case:

The specific restrictions contained in the local Memorandum that essentially preclude the authorization of a light duty assignment beyond 9 months is improper. Thus, any absolute language that limits the amount of a time a light or limited duty will be authorized, without qualification, shall be stricken from the Memorandum.

M-01174 Step 4 Settlement, November 9, 1993, N90N-1G-C 93004207

Non-citable agreement. It was agreed that 1) administrative action by the Postal Service does not in and of itself, affect the official status of an NALC branch organization, and 2) a single Postal installation will be subject to only one NALC LMOU, and the Union representative who signs the LMOU will be the recognized Union Official for the facility.

LOCAL POLICIES

See also

Forms, Locally Developed

Memorandum of Understanding, 2006 National Agreement, June 12, 1991

The parties agree that local attendance or leave instructions, guidelines, or procedures that directly relate to wages, hours, or working conditions of employees covered by this Agreement, may not be inconsistent or in conflict with Article 10 or the Employee and Labor Relations Manual.

M-00481 Step 4 Settlement, July 6, 1983, H8N-3W-C 28787

Any local policy establishing a call-in procedure must comply with Section 513.332 of the Employee and Labor Relation Manual.

M-00076 Step 4 Settlement, October 28, 1983, H1N-5D-C 14305

Local management may request the carriers to comply with his more stringent seat belt policy; however, the postmaster may not require more than what is required in accordance with current national policy as set forth in Postal Bulletin 21389, dated February 3, 1983.

M-00351 Step 4 Settlement, June 14, 1985, H1N-3W-C 4872

Local policy regarding absence control must comport with postal regulations in relation thereto as set forth in Chapter 5 of the Employee and Labor Relations Manual.

M-00500 Step 4 Settlement, May 2, 1984, H1N-5C-C 18518

Any local attendance control policy must conform to the provisions of subchapter 510 of the Employee and Labor Relations Manual (ELM). Whether or not the local policy is in accord with these ELM provisions is a local dispute and is suitable for regional determination.

M-01419 Step 4 Settlement, April 26, 2000, D94N-4D-C 99181860

A local attendance control program cannot be inconsistent with Article 10 of the National Agreement and Chapter 510 of the Employee and Labor Relations Manual (ELM). Disciplinary action which may result from a local attendance control policy must meet the "just cause" provisions of Article 16 of the National Agreement.

M-00497 Step 4 Settlement, March 30, 1984, H1N-3W-C 21270

Any local policy establishing a call-in procedure must comply with Section 513.332 of the Employee and Labor Relations Manual (ELM).

M-00296 Step 4 Settlement, November 21, 1983, H1N-5D-C 14785

A local Attendance Program cannot be inconsistent with ELM 510. Disciplinary action which results from a local policy must meet the just cause provision of Article 16.

M-00411 Step 4 Settlement, January 12, 1983, H1N-5K-C 6754

The issue in this grievance involves the requirement of carriers to record their daily leaving and return times on a tablet placed on the carrier cases. Such leaving and returning time notations are inappropriate and will be discontinued upon receipt of this decision.

C-12424 National Arbitrator Mittenthal, October 5, 1992, H7N-1P-C 23321

A local policy requiring medical clearance by the Division Medical Officer for return to duty following non-occupational illness or injury was not a violation of the Agreement. To the extent that the policy was applied to those returning from an extended absence due to occupational illness or injury, it would be in conflict ELM section 864.42, and would thus be a violation of the Agreement.

M-01184 Step 4 Settlement, February 14, 1994, HoN-1F-C 2820

The issue in this case is whether an internal management document can constitute a violation of the National Agreement.

The parties agree that internal correspondence between management officials is not a grievable matter. However, the union may, and in fact has, in separate grievances, grieved action taken by management consistent with the opinion expressed in the document.

M-01416 Step 4 Settlement, April 25, 2000, B94N-4B-C 99245228

The issue in this grievance concerns management's issuance of a revised Zero Deviation Policy - Failure to Follow Proper Dismount Procedures.

As a result of our discussions, the parties agreed that no national interpretive issue is fairly presented in these cases. The parties have previously agreed in numerous Step 4 agreements that discipline issued to carriers based on various safety infractions does not pose an interpretive issue and that management has the right to articulate local accident policies, guidelines, or procedures to employees provided they are not inconsistent or in conflict with the National Agreement. Additionally the national parties have historically agreed that disciplinary actions must be in accordance with Article 16,

M-01417 Pre-arbitration Settlement, April 25, 2000, G90N-4G-C 96021716

The issue in this grievance is whether district management is in violation of the National Agreement by issuing a local "Zero-Tolerance-Rollaway/Runaway Accidents" policy.

It was agreed that no national interpretive issue is fairly presented in this case. The parties are of the mutual understanding that local accident policies, guidelines, or procedures may not be inconsistent or in conflict with the National Agreement; hence, discipline taken for such accidents must meet the "just cause" provisions of Article 16,

M-01420 Step 4 Settlement, January 14, 1999, D94N-4D-C 98098424

Management has the right to articulate local accident policies, guidelines, or procedures to its' employees concerning safety issues, as long as they are not inconsistent or in conflict with the National Agreement. The parties have also agreed that administrative action with respect to safety violations must be consistent with Articles 14 and 29. They have historically agreed that disciplinary actions must be in compliance with Article 16.

M-01443 Pre-arbitration Settlement, April 17, 2001, D94N-4D-C 9808112

The issue in these cases is an "Accident Repeater" program that Is in effect in several districts.

After reviewing this matter, we mutually agreed that while no national interpretive issue is fairly presented in these cases, we resolve them as follows:

The focus of the "Accident Repeater" program is on identifying unsafe practices and deficiencies; its focus is not to promote discipline. Any administrative action with respect to safety violations must

be consistent with Articles 14 and 29. The parties have previously agreed that local accident policies, guidelines, programs, or procedures may not be inconsistent or in conflict with the National Agreement; hence, any discipline must meet the "just cause" provisions of Article 16, and those cases dealing with conflicting local variances should be dealt with on a case by case basis at the local level.

LUNCHES

Time

ELM Section 432.34 provides the following:

Meal Time. Except in emergency situations or where service conditions preclude compliance, no employee may be required to work more than six continuous hours without a meal or rest period of at least one-half hour.

M-00093 Pre-arbitration Settlement, April 4, 1985, H1N-5K-C 20446

Except in emergency situations or where service conditions preclude compliance, no employee may be required to work more than 6 consecutive hours without a meal or rest period of at least 1/2 hour. Where service conditions permit, an employee may request to schedule their lunch period after completion of 6 hours' work.

M-00624 Step 4 Settlement, October 27, 1977, NCN 8378

Management is allowed to extent a letter carriers lunch period if required by such factors as the necessary time and distance to eating facilities.

M-01394 Step 4 Settlement, October 25, 1999, C94N-4C-C 99184378

The issue in these grievances is whether management violated the National Agreement by instructing PTF employees, who were on a hold-down assignments, to take a one (1) hour lunch period on October 16, 1998. After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases. Accordingly, we agreed to remand these cases to the parties at Step 3 for application of Article 41.2.B of the National Agreement and for application of the Joint Contract Administrative Manual, pages 41.8 through 41.13.

Location

Authorized lunch locations are recorded on *Form 1564-A, Delivery Instructions*. See M-41, Section 251.6, and Exhibit 251.

M-00065 Step 4 Settlement, June 15, 1983, H1N-5G-C 10222

Re Lunch: Those carriers not included in items 1 through 4 of footnote 2, on Form 1564-A, shall not be required to complete those portions of the form annotated by footnote 2, except at their option.

M-00622 Step 4 Settlement, August 23, 1985, H1N-5A-C 25384

Management is proper in authorizing lunch locations in accordance with the M-39 Handbook and the instructions contained on Form 1564A. Letter carriers, however, are free to pursue activities other than eating lunch during their authorized meal period so long as such activities are not in violation of postal regulations.

[M-00545](#) Step 4 Settlement, June 25, 1985, H1N-5G-C 10663

Carriers are permitted to pursue personal activities within applicable postal regulations during their authorized lunch period as long as there is no additional expense to the Postal Service; the assigned vehicle is parked at the authorized park point, and the mail is properly secured. See also [M-00263](#).

[M-00262](#) Step 4 Settlement, July 9, 1982, H8N-4E-C 5081

Management should determine at what point on the route the carrier should break for lunch. The distance to a suitable lunch location should be measured from that point, and if the lunch place is more than one-half mile from the point of lunch break, the carrier is entitled to transportation to and from lunch.

[M-00654](#) Step 4 Settlement, May 23, 1977, NCN 5477

The information presented in this case is lacking in any substantive evidence to establish any reasonable basis for disallowing the grievant to continue to have his lunch at his home. To this extent, we find the grievance is sustained.

MANAGEMENT - RIGHTS, RESPONSIBILITIES, LABOR-MANAGEMENT MEETINGS

Management Rights

[C-05670](#) National Arbitrator Mittenthal, January 29, 1986, H1C-NA-C 59

Article 3 rights are not absolute. They are subject to the provisions of the National Agreement.

[C-03206](#) National Arbitrator Mittenthal, September 21, 1981, N8-W-0406

A local agreement restricting management's rights is not in conflict with Article 3. Article 3 does give management certain rights, but it does not prohibit local management from bargaining to limit those rights.

Management Responsibilities

[M-00052](#) Step 4 Settlement, March 31, 1983, H1N-5D-C 8746

Applicable regulations require that employees clock in and out on time. Local management is responsible for ascertaining that this requirement is accomplished without requiring employees to wait beyond reporting time to obtain their badge cards and/or time-cards.

[M-00033](#) Step 4 Settlement, March 28, 1978, NCN 10487

Management should make every effort to protect known unlisted telephone numbers provided by employees.

[M-01169](#) APWU Step 4 Settlement, July 15, 1993, HoC-NA-C 24

The issue in this grievance is whether management violated the National Agreement by providing the union with a revised list of 100+ man year offices. During our discussion, we mutually agreed that management will continue to use the list provided to the union at the beginning of the contract period. We further agreed that a listing of offices will be provided to the union, upon request, at the beginning of each contract period.

[M-01803](#) U.S. Postal Inspection Service, Poster 7, August, 2007

Rules and Regulations Governing Conduct on Postal Service Property. Commonly referred to as Poster 7.

Labor-Management Committee Meetings

[M-00109](#) Step 4 Settlement, November 29, 1978, NCS 11794

The Postmasters designee has the appropriate authority to deal with the issues considered during the Labor-Management meetings.

[M-00448](#) Step 4 Settlement, October 24, 1978, NCS 11532

It is necessary for management to make every effort to respond to all issues discussed at labor-management meetings in as short a time as is practical.

[M-01147](#) APWU Step 4 Settlement, March 5, 1990, H4C-5G-C 15749

The National parties have previously agreed that bargaining unit employees of the APWU are not to be included on Quality Improvement Teams if the local union is opposed to their inclusion.

MARRIAGE MAIL, THIRD BUNDLES

The procedures to be followed in the delivery of third bundles differs depending upon whether the mail involved is "pre-sequenced" or "simplified address".

I. **Simplified address mail** (e.g., "Postal Patron") is mail without a specific address affixed. The proper procedure for the handling of such material is specified in the April 17, 1980, Settlement Agreement ([M-00159](#)) which provides that in all instances carriers may be required to deliver the mailing as a third bundle. Except on mounted curbside delivery routes, the Postal Service's response to the October 29-30 National Joint City Committee meeting, Item E ([M-00603](#)) provides the further restriction that, "Normally, only one such mailing should be carried at one time". It is NALC's position that management has the burden of proof whenever they assert that circumstances are not "normal". See also [M-01097](#).

II. **Pre-sequenced mail** is letter or flat sized mail with a specific address affixed that arrives pre-

sequenced in the order of delivery. The proper procedure for the handling of such material is specified in M-39, Section 121.33. Carriers on curb-line (mounted) routes normally handle such mail as a third bundle. Such mail should not be delivered as a third bundle on a park and loop route. However, on dismount deliveries only, Letter Carriers on park and loop routes may be required to deliver pre-sequenced mail as a third bundle (C-03003) Garrett, September 29, 1978.

III. Detached label mailings: The procedure for the delivery detached label mailings on park and loop routes is governed by the April 17, 1980, Settlement agreement ([M-00159](#)). Carriers should case the address cards and carry the unaddressed pieces as a third bundle. See also [M-00723](#). The proper procedures when two detached address label card mailing are identically addressed and to be delivered on the same days are described in [M-00750](#) and [M-00608](#).

IV. There are no contract or manual provisions limiting the number of bundles that may be required on a mounted route.

[M-00509](#) Step 4 Settlement, June 15, 1984, H1N-1J-C 25050, et al.

“Marriage” mailings received on park and loop routes are handled in accordance with the April 17, 1980, settlement concerning Simplified Address Mail. The carriers should case the address cards and carry the unaddressed mail pieces in the same manner as described in the April 17, 1980 Agreement, thereby having two bundles, letters and flats.

[M-00750](#) Pre-arbitration Settlement, April 28, 1987, H1N-5H-C 27400

1. When a single detached address card mailing is to be delivered, the address label cards are cased and the unaddressed flats are placed at the back of the regular flat bundle.
2. When two detached address label card mailings are identically addressed (intended for the same deliveries), and both mailings are to be delivered on the same day:
 - A) The address label cards for both mailings are cased, the unaddressed flats for each mailing are collated together and the appropriate number placed at the back of the regular flat bundle. When the address label cards are delivered, the appropriate unaddressed flat pieces are obtained from the back of the flat bundle and delivered along with the address label cards.
 - B) An alternative is to case the address label cards for both mailings, collate the unaddressed flats from one mailing with the regular flats and place the appropriate number of unaddressed flats from the remaining mailing at the back of the regular flat bundle. When the address label cards are delivered, the appropriate unaddressed flat piece from one mailing is obtained along with the regular flats and the appropriate unaddressed flat piece from the remaining mailing is obtained from the back of the flat bundle. Both are delivered along with the address label cards. NOTE: If the unaddressed flats represent less than 100% coverage in a swing or relay, this alternative is not desirable since it would require the carrier to refer back to the address label cards that were previously cased in order to determine the precise deliveries for which the unaddressed flats are intended.

C) These procedures do not apply to portions of routes where delivery is to apartment buildings, NDCBUs, or other similar central delivery points. In those instances it may not be necessary to collate the unaddressed flat pieces. Additionally, these procedures do not apply on curb-line deliveries served by motorized routes or curb-line deliveries that may be on a portion of a park and loop route.

3. When swings, loops, etc. of two detached address label card mailings are not identically addressed (intended for the same deliveries) and these mailings are to be delivered on the same day, it is not appropriate to carry the unaddressed flats for both mailings at the back of the regular flat bundle.

C-03003 National Arbitrator Garrett, September 29, 1978, NBN 3908

Letter carriers on a park and loop route may be required to carry pre-sequenced flat mail as a third bundle on dismount deliveries, i.e., those situations where a letter carrier leaves the vehicle to deliver mail to one or more customers at a single delivery point such as a large apartment house

M-00159 Settlement Agreement, April 17, 1980

The NALC agrees that city letter carriers will carry "simplified address" mail without casing such mail and by placing such mail pieces on the bottom of the appropriate mail bundle, working from both ends of the bundle as they effect delivery of the mail. The USPS agrees to advise all mailers that all pieces of mail presented for mailing under the provisions of 122.412 (DMM) must be tied, so far as practicable, in packages or bundles of fifty (50) as required. The USPS agrees that, for the purpose of aiding carriers unfamiliar with the park and loop route, the number of possible deliveries on each relay of park and loop routes shall be entered on Forms 1564A by the regularly assigned carrier. This information should be updated for each route in conjunction with updates of Forms 1621.

Verification of the information will be accomplished during the week of count and inspection.

M-01097 Pre-arbitration Settlement, September 10, 1992, H7N-5R-C 19788

The issue in these grievances is whether management improperly required carriers to delivery Simplified Address Mail when carriers on park and loop routes were required to carry two full-coverage simplified address circulars, one flat-size and one letter-size, on the same day.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases.

Accordingly, we agreed to remand these cases to the parties at Step 3 for application of the April 17, 1980, Settlement Agreement and the Postal Service's response to the October 29-30, 1975, National Joint City Delivery Committee Meeting (Item E) ([M-00603](#)), to the extent applicable.

M-00043 Step 4 Settlement, October 6, 1982, H1N-5B-C 5329

The carriers received appropriate time for casing the detached labels and whereas the mail itself is not addressed, collating would not be appropriate. This type mailing is not a third bundle as referred to in Section 322.12 of Methods Handbook, Series M-41.

M-00603 National Joint City Delivery Meeting, October 29-30, 1975, Item E

"Patron mailings" i.e., mail without a specific address should not be cased, since there is no possibility of misdelivery and there is no prescribed sequence of delivery.

These items can be handled without treating them as a third bundle. For example, by placing them at the bottom of regular letter mail bundles and working from ends, or by carrying them separately in the satchel and working them there. Normally, only one such mailing should be carried at one time.

M-00369 Step 4 Settlement, November 28, 1984, H1N-3T-C 37042

Grievant's route is not a park and loop route but consists of curb-line and NDCBU delivery. It is the position of the Postal Service that local management is properly requiring the grievant to take out the detached label cards as a third bundle. This position is in accord with the April 17, 1980, Settlement Agreement between the U. S. Postal Service and the NALC and Arbitrator Garrett's award in case Nos. NB-N-3908 (C-03003).

M-00343 Step 4 Settlement, May 10, 1985, H1N-5H-C 22198

It is the position of the Postal Service that carriers using satchel carts to affect the delivery of mail are not restricted by contractual provisions from delivering sequenced mail as a third bundle. We believe the satchel cart is a conveyance similar to a vehicle in that no weight limitations exist.

M-00067 Step 4 Settlement, June 9, 1983, H1N-3U-C 13925

The proper methods of recording the disputed card mailing are contained in Management Instruction PO-610-79-24 (Delivery Unit Volume Recording). Sections VI.B.3 or 4 contain instructions for the flats. In accordance with these instructions, the route would receive credit for both the cards and the unlabeled flats. The cards would be credited in Column 7 on the PS 3921 and the flats would be included in Column 1 on the PS 3921-A.

M-00494 Step 4 Settlement, March 30, 1984, H1N-5H-C 16802

The parties at this level agree that marriage mailings received on park and loop routes are handled in accordance with the April 17, 1980, settlement agreement concerning Simplified Address Mail. See also [M-00509](#).

M-00600 National Joint City Delivery Meeting, November 16, 17, 1983, page 5.

Marriage mail should be recorded for each route. Managers should be contacting the carriers to determine the volume.

M-00600 National Joint City Delivery Meeting November 16, 17, 1983, page 4

Preparation of simplified address mail may be accomplished in the office or on the street, as long as the time is credited somewhere, either as office or street time.

M-00608 National Joint City Delivery Meeting September 25, 1985, page 4

Proper preparation and delivery procedure when two detached address label card mailings are identically addressed (intended for the same deliveries) and both mailings are to be delivered on the same day.

M-00288 Step 4 Settlement, December 21, 1983, H1N-4B-C 21341

Marriage mailings received on foot routes are prepared for delivery in accordance with the park and loop instructions in the Settlement Agreement for Simplified Mail dated April 17, 1980. When handled in accordance with these instructions, the individual pieces are included within the relays. As such, no additional reimbursement is warranted.

M-00825 Step 4 Settlement, March 4, 1988, H4N-4M-C 27183

Present policy does not permit the delivery of occupant flats without the detached address cards.

M-00723 Step 4 Settlement, June 15, 1984, H1N-2B-C 10526

The USPS agrees that, for the purpose of aiding carriers unfamiliar with the park and loop route, the number of possible deliveries on each relay of park and loop routes shall be entered on Forms 1564A by the regular assigned carrier. This information should be updated for each route in conjunction with updates of Forms 1621. Verification of the information will be accomplished during the week of count and inspection."

In view of this agreement, we would expect that mailings prepared in the above described manner would not necessitate that the carrier take a total piece count. For example, if a relay has 40 stops, the carrier would count and extract 10 pieces from the bundle of 50, not count and extract 40 pieces.

If the carrier has no way to determine the number of pieces in the bundle, then they would have to count out the appropriate number of mailings for the route. However, carriers assigned to curb-line routes are expected to work directly from the bundles or sacks.

M-01403 Step 4 Settlement, February 03, 2000, G94N-4G-C 97121978

The issue in this grievance is whether management may eliminate detached address mail (Marriage mail) from the PS form 1840 in evaluating routes during a 6-day mail count and route inspection.

During our discussions we mutually agreed that such adjustments must be made in accordance with the provisions of Handbook M-39, subchapter 24.

We agreed that there presently are no provisions permitting certain days of the route examination to be excluded from the 6-day average, as outlined on the 1840, based on locally developed criteria.

M-01402 Step 4 Settlement, January 24, 2000, I94N-4I-C 99216131

The parties agree that there is no prohibition to the number of bundles that may be carried on a mounted route. However, the parties recognize that the provisions of Handbook M-41, as written, appear inconsistent with this agreement (sections 322.12, 322.23 and 222a and b) Accordingly, we agree that management will amend Handbook M-41, as soon as feasible, to reflect the above understanding and (that these changes) will appear in the next printed version of the M-41.

MAXIMIZATION

Following the Das Interest Arbitration Award, which set the terms for the 2013-2016 National Agreement and created the City Carrier Assistant as the only non-career classification in the letter carrier craft, the national parties signed a series of agreements. These agreements set the terms for filling residual and other full-time opportunities in the letter carrier craft. These agreements, [M-01824](#), [M-01834](#), [M-01856](#), and [M-01876](#), have all expired and the current Memorandum of Understanding is included in the National Agreement, so there is no “M” number for the most recent agreement.

The following expired MOUs are included for historical purposes and should not be cited unless the incident date falls within the time frame of the specific agreement.

[M-01824](#) Memorandum of Understanding, August 30, 2013

Re: Residual Vacancies - City Letter Carrier Craft

The parties agree to establish a process for filling residual vacancies in the city letter carrier craft. Vacancies will be filled by a number of steps including assignment of unassigned regulars, part-time flexible conversions to full-time status, acceptance of transfers and conversions of city carrier assistants to full-time career status.

[M-01834](#) Memorandum of Understanding, March 31, 2014

The parties agree to extend the August 30, 2013 Memorandum of Understanding *Re: Residual Vacancies - City Letter Carrier Craft* (M-01824) through May 31, 2014. Effective June 1, 2014, the parties agree to a modified process for filling full-time regular opportunities in the city letter carrier craft by a number of steps including assignment of unassigned regulars, part-time flexible conversions to full-time status, acceptance of transfers from part-time flexible city letter carriers, then conversions of city carrier assistants to full-time career status and acceptance of transfers from all other qualified employees.

[M-01856](#) Memorandum of Understanding, April 1, 2015

The parties agree to renew the terms of the March 31, 2014, Memorandum of Understanding *Re: Full-time Regular Opportunities – City Letter Carrier Craft* ([M-01834](#)) through May 20, 2016.

[M-01876](#) Memorandum of Understanding, May 20, 2016

Re: Full-time Regular Opportunities - City Letter Carrier Craft

The parties agree to use the following process to facilitate placement of employees into full-time regular opportunities which include: 1) residual full-time regular city letter carrier duty assignments referenced in Article 7.3.A of the 2011 collective bargaining agreement, and 2) newly created full-time unassigned regular (incumbent only) positions which increase full-time complement and are in addition to the duty assignments referenced in Article 7.3.A.

National Level Awards

C-00421 National Arbitrator Garrett, January 26, 1976, AB-N-3744

The arbitrator held that the general maximization obligation in Article 7, Section 3 (B) applies to all size offices, is of a continuing nature and is in addition to the specific 90/10 staffing obligation in Article 7, Section 3 (A). He found that the Union had presented a prima facie case for greater maximization but had been unable to demonstrate that any PTF employees met the criteria in Article 7, Section 3 (C) by working 8 hours within 10, on the same 5 days each week for six months

The arbitrator ordered the Postal Service to seek to schedule at least one part-time flexible in accordance with Article 7.3(C). If no significant inefficiency resulted after six months, the PTF was to be converted to full-time regular. Thereafter, this procedure was to be repeated experimentally until the number of full-time employees was maximized.

"Within thirty days after receipt of this award, the Postmaster at Toms River shall review with the Local Union a work schedule in the carrier craft which shall provide for the scheduling of four additional part-time flexible positions on the basis of eight hours within ten per day on the same five days each week. These additional assignments shall be for a six-month period. If, after a six month trial period, it can be established that such scheduling has had an adverse impact upon the efficiency of the operation or has resulted in undue increased costs, then these assignments may be discontinued. If no significant inefficiencies or costs result from such scheduling, those four positions shall be converted to full-time regular positions. Thereafter, or sooner if circumstances warrant, the Postmaster shall meet again with the Local Union for the purpose of reviewing and implementing further scheduling of additional part-time flexible positions in the same manner with the end in view of meeting the obligation to maximize the number of full-time employees as contemplated in Section 3 of Article VII of the National Agreement."

C-05070 National Arbitrator Mittenthal, July 8, 1985, H1N-2B-C 4314

Time spent by a PTF on an assignment opted for under the provisions of Article 41 Section 2.B.4 should be credited towards meeting the maximization criteria in Article 7 Section 3.C.

C-09340 National Arbitrator Mittenthal, September 5, 1989, H1C-NA-C-120

A part-time flexible properly converted to full time flexible under the 1981 Memorandum is thereafter properly counted as a "full-time employee" for purposes of satisfying the 90% staffing requirement under Article VII, Section 3A. To this extent, the grievance is denied.

When part-time employees are entitled to conversion to full-time status under both the Memorandum and Article VII, Section 3A at the end of a given accounting period, the Postal Service must first convert pursuant to the 90% staffing requirement in Section 3A and thereafter convert pursuant to the Memorandum. To this extent, the grievance is granted.

Memorandums of Understanding

M-01111 Memorandum of Understanding, September 17, 1992

Memorandum of Understanding between the USPS and the NALC interpreting the local application of the January 16, 1992, Mittenthal Award on transitional employees (TE) in the Letter Carrier Craft.

M-01115 Memorandum of Understanding, December 21, 1992

Memorandum of Understanding between USPS and NALC Re: Transitional Employee/Part-time Flexible Conversions.

M-01244 Memorandum of Understanding, July 30, 1993

In the interest of enhancing career employment opportunities for NALC transitional employees, the Postal Service and the NALC agree as follows:

1. NALC transitional employees (TEs) who have completed 180 days of employment as a TE and are still on the TE rolls may take the entrance examination for career letter carrier positions upon request. Only one such opportunity will be provided each eligible TE pursuant to this memorandum.
2. Eligible TEs who wish to take the examination must submit their request to the appropriate personnel office. The examination will be administered to eligible TEs who have submitted a request on a periodic basis, but no less than once each quarter.
3. The TEs' exam results will be scored, and passing scores will be merged with the existing letter carrier register. Thereafter, normal competitive selection procedures will apply in making career letter carrier appointments.
4. Eligible TEs who already have a passing test score on the letter carrier register may take the examination again pursuant to this memorandum and will have the option of merging the new test score with the existing register in lieu of their old test score.

M-01839 Memorandum of Understanding, July 2, 2014

Re: Article 12 Reversion to Part-time Flexible Status

Full-time city letter carriers who are subject to excessing outside the installation/craft who choose to revert to parttime flexible status and remain in the installation/craft pursuant to Article 12.4.O, 12.5.C.5.a(7) or 12.5.C.5.b(5) will be counted as full-time career city letter carriers for application of the provisions of Article 7 of the National Agreement.

This agreement is effective upon signature of the parties and is reached without prejudice to the position of either party in this or any other matter and may only be cited to enforce its terms.

M-01835 Memorandum of Understanding, March 31, 2014

Re: Sunday Delivery – City Carrier Assistant Staffing

The parties recognize the importance of successfully implementing the continued expansion of Sunday parcel delivery service, which began testing in approximately 900 delivery zones on November 10, 2013. The parties agree that during the test, the most cost-effective resource for this

service would be the use of city carrier assistants (CCAs) without increasing the rate of overtime usage.

Many CCA resources are being used to temporarily fill fulltime regular residual vacancies. Pursuant to the August 30, 2013 Memorandum of Understanding *Re: Residual Vacancies City Letter Carrier Craft* and the March 31, 2014 Memorandum of Understanding *Re: Full-time Regular Opportunities City Letter Carrier Craft*, the parties are in the process of permanently filling residual vacancies and fulltime regular opportunities by assignment of unassigned regulars, conversion of part-time flexible employees to fulltime regular status, acceptance of transfer requests and conversion of CCAs to full-time regular career status.

During implementation of the Memorandum of Understanding *Re: Residual Vacancies City Letter Carrier Craft* and the Memorandum of Understanding *Re: Full-time Regular Opportunities City Letter Carrier Craft*, the national parties may find it necessary to temporarily exceed the CCA caps in Article 7.1.C of the National Agreement when implementing the process outlined therein. Additionally, the parties recognize that additional CCAs may be needed in order to perform Sunday parcel delivery in a cost effective manner during the test.

The national parties will meet on a weekly basis to monitor implementation of the Memorandum of Understanding *Re: Residual Vacancies City Letter Carrier Craft*, the Memorandum of Understanding *Re: Full-time Regular Opportunities City Letter Carrier Craft*, and the Sunday parcel delivery test. These meetings will include discussion of the authorization of any CCAs (by District) that are deemed necessary as indicated above. If, as a result of these weekly meetings, there is a disagreement over increased

CCA resources, that matter will be referred to the NALC National President and the Vice President, Labor Relations for discussion and resolution. In the event there remains a disagreement over additional CCA staffing, the District(s) at issue will reduce its CCA complement to conform to the provisions of Article 7.1.C of the National Agreement.

City carrier assistants converted to full-time regular career status during the term of this agreement will not serve a probationary period when hired for a career appointment provided the employee successfully served as a city carrier transitional employee directly before his/her initial CCA appointment.

This agreement is effective from the date of signature until March 31, 2015, unless extended by mutual agreement of the parties. However, either party may terminate this agreement earlier by providing 30 days written notice to the other party.

This agreement is reached without prejudice to the position of either party in this or any other matter and may only be cited to enforce its terms.

National Level Settlements

Article 7.3.B includes no provisions for reversion of fulltime letter carrier duty assignments. Rather, consideration of reversion of reserve letter carrier assignments is initiated pursuant to the applicable provisions of Article 41.1.A.1 of the National Agreement.

M-01398 Pre-arbitration Settlement, January 7, 2000, A94N-4A-C 97040950

The issue in these grievances is whether the time worked over a six month period by a PTF letter carrier on an “opt” pursuant to Article 41.2.B.4, with rotating non-scheduled days, demonstrates the need for converting the assignment to a full-time position pursuant to Article 7.3.C.

After reviewing this matter, the parties mutually agreed that this case requires the application of Arbitrator Richard Mittenthal’s July 28, 1985, decision in case No. H1N-2B-C 4314. Accordingly, the fact that the entire six month period was spent on one “hold-down” assignment is not an exception to the maximization provisions of Article 7.3.C of the National Agreement.

We further agreed that in offices where the Local Memorandum of Understanding provides for rotating days off, a PTF employee who works the same rotating schedule, eight hours within ten, five days each week on the same uninterrupted temporary vacant duty assignment over a six month period has met the criteria of Article 7.3.C. of the National Agreement.

Additionally, we agreed that the provisions of Article 7.3.C will be applied to an uninterrupted temporary vacant duty assignment only once.

M-01032 Step 4 Settlement, December 6, 1991, H7N-3F-C-39104

The issue in this grievance is whether the criteria for conversion found in Article 7.3.C apply only to offices which have 125 or more man years of employment.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Article 7.3.C contains no provision which limits its application only to those offices with 125 or more man years of employment.

M-00913 Step 4 Settlement, April 13, 1989, H7N-2A-C 2275

For the purposes of meeting the six month requirements of Article 7.3.C., approved annual leave does not constitute an interruption in assignment, except where the annual leave is used solely for purposes of rounding out the workweek when the employee would otherwise not have worked.

M-01475 Interpretive Step Settlement, December 20, 2002, C98N-4C-C 02070691

After reviewing this matter, we mutually agree that no national interpretive issue is presented in this case. Time worked on an occupied position pursuant to Article 41.2.B.3 of the National Agreement is subject to the maximization provisions of Article 7.3.C. If the office was under withholding at the time the triggering criteria was met, a full-time position should have been created pursuant to Article 7.3.C and the resulting residual vacancy should have been withheld pursuant to Article 12.5.B.2 of the National Agreement. We agree to remand this case to the Dispute Resolution Team, through the National Business Agent, for resolution in accordance with this guidance.

M-01837 Pre-arbitration Settlement, March 31, 2014, Q06N-4Q-C 10151541

The issue in this case is whether the maximization provisions of Article 7.3.C apply to time worked by a part-time flexible city letter carrier on an unoccupied duty assignment. After reviewing this matter, the parties agree to the following:

Time worked on an "unoccupied position" pursuant to Article 41.2.8.4 of the National Agreement is subject to the maximization provisions of Article 7.3.C. However, if the office is under withholding at the time the triggering criteria is met, a full-time position will be created pursuant to Article 7.3.C and the resulting residual vacancy will be withheld pursuant to Article 12.5.8.2 of the National Agreement.

Additionally, we agree that the provisions of Article 7.3.C will be applied to an uninterrupted temporary vacant duty assignment only once.

Any grievance currently held for this case will be discussed to determine whether any issues remain in dispute. Such cases will, as appropriate, either be closed or processed with this understanding in accordance with Article 15, Step B or Article 15.4.8.5.

M-00222 Step 4 Settlement, December 7, 1973, NBS 185

Maximization is possible only in individual units where fulltime assignments are available. The existence of eight (8) auxiliary routes in eight (8) separate stations or branches, as in this case, does not meet the criteria for establishing full time assignments.

M-00407 Step 4 Settlement, August 17, 1984, H1N-3W-C 27825

The maximization provisions of the national agreement do not require the conversion of a PTF to full time until there is a residual vacancy identified.

M-00619 Step 4 Settlement, November 1, 1985, H4N-5F-C 1620

Management is not obligated to assign employees to residual vacancies by juniority. Article 41, section I.A.7 provides for the assignment of unassigned full-time carriers to any vacant assignment if they do not bid. It is our position that such assignments are made by assigning the senior employee after they have had an opportunity to exercise their preference by seniority.

M-00780 Pre-arbitration Settlement, October 22, 1986, H1N-2U-C-17199

In full and final settlement of this grievance, the part-time flexible employee should not have been passed over in order to accommodate his religious practices. The part-time flexible will be converted to the next full-time position of the same designation and PS salary level. This settlement does not express the position of the parties as to how full-time positions may be filled through means other than conversions of part-time flexible employee.

M-01098 Step 4 Settlement, August 6, 1992, H7N-2L-C 43440

The issue in this grievance is whether management violated Article 7.1.B.1 of the National Agreement.

During the discussion the parties agreed to the following principles:

1. That in accordance with Article 7.1.B.1 casual employees may not be employed in lieu of full or part-time employees.
2. That in accordance with Arbitrator Zumas' award in cases H1C-4K-C 2734/45 ([M-00675](#)) the term "employed" means hired and not the manner in which the casuals are assigned (utilized).

[M-01195](#) Pre-arbitration Settlement, June 13, 1994, E90N-4E-C 93045533

The issue in this grievance is whether management is contractually obligated to hire as a career employee, a transitional employee (TE) worked beyond the 359 day employment limitation established in Article 7.1D2.

During our discussion, we mutually agreed that management is not required to hire such TEs as career employees. However, whether some other remedy might be appropriate in such a situation does not present an interpretive issue, but is based solely on the particular fact circumstances involved.

[M-01260](#) Step 4 Settlement, August 28, 1996, H90N-4H-C 95024014

Transitional employees hired under the terms of the December 21, 1992 Memorandum may only be retained past November 20, 1994 under the terms of the January 16, 1992 NALC Transitional Employee arbitration award, as modified by the December 21, 1992 Memorandum and Revised Chapter 6 of Building Our Future by Working Together. See also [M-01111](#).

[M-01296](#) Step 4 Settlement, October 7, 1997, F90N-4F-C 95076283

Step 4 Settlement regarding the conversion to regular eligibility, under the provisions of Article 7.3.C., for PTFs who have opted to hold down a vacant X-Route.

[M-01593](#) Step 4 Settlement, November 17, 1982, H1C-NA-C8

As a result of our discussions on the above-captioned Step 4 grievance, the Postal Service agreed to revise the formula for computing the 150 and 200 or more work years of employment reports from 1,782 productive work years to 2,080 paid hours.

In accordance with our discussions and agreement on November 4, enclosed is a listing of offices, by state, with 150 or more man years of employment in the regular work force, and a listing of offices, by state, with 200 or more man years of employment in the regular work force, Both lists were compiled using the 2,080 figure.

MAXIMIZATION – FULL-TIME FLEXIBLES

Historical Background. The employee classification "fulltime flexible" is unique in that it does not appear in Article 7. Rather, it was created as a result of National Arbitrator Mittenthal's July 7, 1980, award in C-03234. In the award Arbitrator Mittenthal held that he had the authority to remedy the failure of the parties' National Joint Committee on Maximization to agree on

maximization criteria under the pertinent Memorandum of Understanding incorporated into the 1978 National Agreement.

This decision resulted in the parties negotiating the February 3, 1981, Full-time Flexible Memorandum [M-01025](#) and the Letter of Intent reprinted below. The Memorandum was subsequently strengthened by the currently effective 1987 Memorandum incorporated into the National Agreement.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
UNITED STATES POSTAL SERVICE AND
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

Re: Maximization/Full-time Flexible NALC

Where a part-time flexible has performed letter carrier duties in an installation at least 40 hours a week (8 within 9, or 8 within 10, as applicable), 5 days a week, over a period of 6 months (excluding the duration of seasonal periods on seasonal routes, defined in Article 41, Section 3.R of the National Agreement), the senior part-time flexible shall be converted to full-time carrier status.

This criteria shall be applied to postal installations with 125 or more man years of employment.

It is further understood that part-time flexibles converted to full-time under this criteria will have flexible reporting times, flexible nonscheduled days, and flexible reporting locations within the installation depending upon operational requirements as established on the preceding Wednesday.

The parties will implement this in accordance with their past practice.

Date: July 21, 1987

**LETTER OF INTENT BETWEEN THE
UNITED STATES POSTAL SERVICE AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

Re: Maximization

This letter Memorandum sets forth our mutual intent regarding the attached Memorandum of Understanding relating to maximization.

1. This Memorandum of Understanding is in settlement of the arbitration pending in case No. N8-NA-141, and satisfies the obligations of the parties pursuant to the Arbitrator's decision in N8-NA-0141 and the Memorandum of Understanding relating to maximization dated September 15, 1978.
2. The initial 6 month measuring period to be evaluated pursuant to the Memorandum of Understanding shall be August 1, 1980, through January 31, 1981. Conversions based upon this initial period shall be made no sooner than April 1, 1981, and are expected to be concluded by May 1,

1981. This conversion process shall not interfere with or delay conversions which would otherwise be implemented pursuant to the existing National Agreement. Henceforth, the 6 month measuring periods will be monitored on a continuing basis, and conversions required shall be implemented promptly.

3. Conversions required pursuant to this Memorandum of Understanding shall be in addition to (but not duplicative of) conversions that may be required pursuant to existing provisions of the National Memorandum of Understanding. The criteria established by this Memorandum of Understanding are supplementary to, not in limitation or diminishment of, existing criteria in the National Agreement.

4. Subject to operational requirements, the intent of the parties is to avoid unnecessary disruptions in existing patterns of reporting times, non-scheduled days and reporting locations for those PTF's converted pursuant to these criteria, to the extent the duties of the position converted are consistent with those performed by the PTF during the measuring period.

5. Employees converted to full-time positions pursuant to this Memorandum of Understanding may bid on assignments posted for bids by employees in the craft, and shall be full-time regular city letter carriers under the National Agreement.

6. In those installations where conversions have been made under this Memorandum of Understanding, and there are subsequent reversions or excessing, any reductions in full-time letter carrier positions shall be from among those position(s) converted pursuant to this Memorandum of Understanding until they are exhausted.

7. The parties will establish a national level committee to review and resolve any problems relating to the initial period of implementation, in accordance with their mutually expressed intentions. Accordingly, grievances filed at the local level relating to the initial period of implementation shall be stayed without prejudice to either party, and the time limits deemed extended by mutual consent, in order to permit review by the national committee. Upon such review, questions of fact may be referred to the normal grievance machinery.

8. The parties recognize their continuing obligation to discuss other respects in which maximization may be implemented in accordance with the National Agreement.

Date: February 3, 1981.

C-09340 National Arbitrator Mittenthal, September 5, 1989, H1C-NA-C-120

A part-time flexible properly converted to full time flexible under the 1981 Memorandum is thereafter properly counted as a "full-time employee" for purposes of satisfying the 90% staffing requirement under Article VII, Section 3A. To this extent, the grievance is denied.

When part-time employees are entitled to conversion to full-time status under both the Memorandum and Article VII, Section 3A at the end of a given accounting period, the Postal Service must first convert pursuant to the 90% staffing requirement in Section 3A and thereafter convert

pursuant to the Memorandum. To this extent, the grievance is granted.

M-00524 Step 4 Settlement, April 27, 1984, H1N-5D-C 17507

The flexible schedule regular position is an assigned position under the National Agreement. Employees occupying flexible schedule regular positions are not considered unassigned regulars, and cannot be assigned under Article 41, Section 1.A.7. Accordingly, these employees shall retain, their rights to these positions until such time as they elect to, bid for other vacant duty assignments. under Article 4,1. Management may convert the senior part-time flexible carrier (PTF) if an employee is still needed in the residual assignment.

M-00551 Step 4 Settlement, March 22, 1985, H1N-1Q-C 37157

The parties agree that the intent of the memorandum provides that full-time flexibles have specific duty assignments with flexible reporting time, flexible nonscheduled days and flexible reporting locations depending upon operational requirements as, established on the preceding Wednesday. Thus, it is not intended that these individuals be “classified” as unassigned regulars and assigned to vacant duty assignments pursuant to Article 41, Section 1.A.7.

M-01432 Pre-arbitration Settlement, July 18, 2000, F90N-4F-C 93022407

Full-time flexible assignments are incumbent only assignments and may not be withheld under the provisions of Article 12, Section 5.B.2 of the National Agreement. See also M-01400.

M-00791 Pre-arbitration Settlement, October 29, 1987, H4N-3F-C 45541

- 1) Full-time flexible letter carriers may exercise their preference by use of seniority for available craft duty assignments in accordance with the provisions of Article 41.2.B.3.
- 2) Notwithstanding the foregoing, if, prior to the exercise of his/her preference, a full-time flexible employee has been assigned a schedule for a service week by the preceding Wednesday in accordance with the Article 7 Memorandum of Understanding dated February 3, 1981, then the employee shall remain in that assignment for the balance of the service week before assuming the opted-for assignment.
- 3) In no event shall the employee be prevented from assuming the opted-for assignment for a period of more than one week.

M-01046 APWU Step 4 Settlement, October 17, 1988, H4C-NA-C-100

The issue in this grievance is whether the Memorandum of Understanding on Maximization requires the conversion of an assignment to full-time when a part-time flexible employee meets all the criteria for conversion, while working in a full-time assignment temporarily left vacant by a fulltime employee who is on leave.

The parties agree that the language of the Memorandum of Understanding, which applies only to those offices of 125 or more man years of employment requires the conversion of the senior part-time flexible to full-time status. The return of the full-time employee from extended absence may,

dependent upon the local fact circumstances, require the reversion of the full-time flexible position pursuant to Article 12 of the National Agreement.

M-01069 Step 4 Settlement, April 14, 1992, H7N-3W-C 27937

The issue in this grievance is whether the Memorandum of Understanding regarding Maximization/ Full-time Flexible NALC requires that the six month period be consecutive. After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. The six month measuring period in the MOU means six consecutive months.

M-01047 APWU Step 4 Settlement, August 29, 1988, H4C-4K-C-16421

For conversion under the provisions of the Article 7 Memorandum of Understanding leave will be counted toward the 39 hour requirement provided it is not taken solely to achieve full-time status. In addition, all other provisions of the Article 7, Memorandum of Understanding must be met in order to convert the senior part-time flexible to full-time.

M-01852 Step 4 Settlement, January 22, 2015, Q06N-4Q-C 11 084998

When a part-time flexible employee(s) meets the maximization criteria of the Memorandum in an installation that is withholding full-time city carrier residual vacancies in accordance with Article 12, a full-time flexible, incumbent-only position will be established but will not be filled until sufficient residual vacancies have been withheld to satisfy the withholding event(s) affecting the installation, or until the withholding order is canceled. As soon as practicable after satisfaction/cancellation of the subject withholding, the full-time flexible position(s) created pursuant to the first sentence in this paragraph will be filled in accordance with the Memorandum after any residual full-time vacancies (if available).

M-01098 Step 4 Settlement, August 6, 1992, H7N-2L-C 43440

The issue in this grievance is whether management violated Article 7.1.B.1 of the National Agreement.

During the discussion the parties agreed to the following principles:

3. That in accordance with Article 7.1.B.1 casual employees may not be employed in lieu of full or part-time employees.
4. That in accordance with Arbitrator Zumas' award in cases H1C-4K-C 2734/45 ([M-00675](#)) the term "employed" means hired and not the manner in which the casuals are assigned (utilized).

M-01400 Step 4 Settlement, January 13, 2000, G94N-4G-C 99225675

The issue contained in this grievance is whether management violated the National Agreement when it failed to revert, or post for bid, a full-time flexible assignment that became vacant.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case.

We also agreed that there is no dispute at this level that the subject assignments are incumbent only assignments. See also [M-01432](#).

MEDICAL CERTIFICATION

Section 513.361 of the *Employee and Labor Relations Manual (ELM)* reads:

For periods of absence of 3 days or less, supervisors may accept the employee's statement explaining the absence. Medical documentation or other acceptable evidence of incapacity for work is required only when the employee is on restricted sick leave (see 513.36) or when the supervisor deems documentation desirable for the protection of the interests of the Postal Service.

Stated simply, ELM 513.361 establishes three rules:

- 1) For absences of more than three days, an employee must submit "medical documentation or other acceptable evidence" in support of an application for sick leave, and
- 2) For absences of three days or less a supervisor may accept an employee's application for sick leave without requiring verification of the employee's illness (unless the employee has been placed in restricted sick leave status, in which case verification is required for every absence related to illness regardless of the number of days involved), however
- 3) For absences of three days or less a supervisor may require an employee to submit documentation of the employee's illness "when the supervisor deems documentation desirable for the protection of the interests of the Postal Service."

This handbook provision, which is incorporated into the National Agreement by reference in Article 19, has been the subject of a larger number of regional level contract arbitrations than any other contract term. Virtually all of the arbitrations have concerned situations in which a supervisor required an employee not in restricted sick leave status to submit medical documentation for an absence of three days or less. The purpose of this paper is to summarize the awards issued as a result of those arbitrations, and to summarize Step 4 Settlement, settlements concerned with ELM 513.361 (Section V of this paper deals with issues concerning submission and acceptance of certification).

What constitutes "three days"?

In Case [M-00489](#), NALC and USPS agreed that "an absence is counted only when the employee was scheduled for work and failed to show." Therefore, non-scheduled days are not counted in determining length of absence unless the employee had been scheduled to come in on overtime on the non-scheduled day.

Burden of Proof

When a supervisor has required an employee to submit medical certification, the burden is upon the NALC to show that the Postal Service arbitrarily, capriciously, or unreasonably required the employee to obtain medical documentation. The NALC "must prove that the supervisor was arbitrary and unjustified in his request." See also [M-00873](#).

M-00873 NALC Publication Re: *Medical Certification*

Contract Administration Unit white paper on medical certification.

Supporting Cases

M-00555 USPS Letter, November 30, 1976

Effective immediately, medical statements and certifications written on the doctor's office memo or stationery are acceptable. Of course, physicians may still sign the Form, 3971 if they so desire. However, it is not an absolute requirement., that they do so.

M-00598 Step 4 Settlement, July 19, 1977, NC-E-5066

Signed statements by the doctor written on office stationery are considered acceptable medical evidence in lieu of a Form 3971.

M-01547 USPS Letter, July 26, 2005

On July 19, 2005, in the case of Harrell v. U.S. Postal Service, the United States Court of Appeals for the Seventh Circuit ruled that the Postal Service's return to work provisions in ELM 865 cannot be applied to bargaining unit employees returning from FMLA-protected absences.

The ELM provisions before the court allowed management, prior to an employee's return to work from a FMLA-protected absence, to request detailed medical information when the absence was caused by a number of specified medical conditions, or if the absence exceeded 21 days. The ELM provisions recently changed. The new ELM provisions authorize return to work clearance when management has a reasonable belief, based upon reliable and objective information, that the employee may be unable to perform the essential functions of his/her position or may pose a direct threat to health or safety. This standard comports with the requirements of the Rehabilitation Act that employers make medical inquiries only when there is a reasonable, objective basis to do so.

The Postal Service will comply with the Harrell decision in those facilities located within the three states subject to the court's jurisdiction; Indiana, Illinois, and Wisconsin.

M-01629 USPS Letter, August 3, 2007

Response to NALC inquiry:

The Postal Service's position is that ELM 513.362 and 513.354 are consistent with the Rehabilitation Act and do not require the employee to provide a diagnosis.

M-00001 Step 4 Settlement, March 3, 1977, NCE 5066

Appropriate medical statements written on a doctor's office memorandum or stationery which are signed by the doctor are considered to be an acceptable medical certification in lieu of a completed PS Form 3971. See also [M-00555](#), [M-00598](#), and [M-00710](#).

M-00096 Pre-arbitration Settlement, May 2, 1985, H1C-3T-C 40742

Rubber stamp and facsimile signature is acceptable, subject to verification on a case-by-case basis. See also [M-00855](#).

[M-00855](#) Step 4 Settlement, August 30, 1988, H4N-1W -C 41621

Rubber stamp and facsimile signatures are acceptable, subject to verification on a case-by-case basis. See also [M-00096](#).

[M-01003](#) Step 4 Settlement, October 26, 1982, H1N-4C-C 7091

The question raised in this grievance involves the local requirement that employees provide, in addition to Form 3971, a separate statement of the reason for an absence due to illness. It was mutually agreed that the following would represent a full settlement of this case:

A blanket order for all employees to provide medical reasons for absences due to illness in a separate statement is improper. Section 513.36 of the Employee and Labor Relations Manual provides instructions for documentation requirements and is to be followed.

[M-00079](#) Step 4 Settlement, November 9, 1983, H1N-5G-C 14955

Under ELM 513.362, an employee is required to provide "acceptable evidence of incapacity to work." The form in question has been determined by local management to meet that requirement. Accordingly, the form may be provided as a convenience to an employee, and its use by employees is optional.

[M-00089](#) Step 4 Settlement, September 6, 1984, H1C-NA-C 113

There may be situations in which an attending physician or other attending practitioner may authorize a staff member to sign a document on behalf of the attending physician or other practitioner (e.g., An attending physician or practitioner instructs his/her nurse to complete and sign a document for the attending physician or practitioner). Such documentation may be subject to verification if the need arises.

[M-00132](#) Step 4 Settlement, May 2, 1985, H1N-2D-C 5311

Employees are required to submit medical documentation or other acceptable evidence substantiating their absence when required to do so by a supervisor. Until such time as the documentation is submitted, approval of sick leave by the supervisor is not necessary.

[M-00270](#) Step 4 Settlement, October 26, 1982, H1N-4C-C 7091

A blanket order for all employees to provide medical reasons for absences due to illness in a separate statement is improper.

[M-00489](#) Step 4 Settlement, November 3, 1983, H1N-5B-C 3489

For the purposes of ELM 513.362, an absence is counted only when the employee was scheduled for work and failed to show. A nonscheduled day would not be counted in determining when the employee must provide documentation in order to be granted approved leave.

M-00662 Step 4 Settlement, May 12, 1976, NCW 1473

All carrier employees were notified that any absences on the day following the holiday would require substantiation from the employee. In our view, to cover all employees in one craft with the referenced requirement is contrary to national policy. Therefore, the grievance is sustained.

M-00663 Step 4 Settlement, April 28, 1976, NCS 892

Information contained in the grievant's file indicates that he has presented a physician's certification that he suffers from a continuing chronic illness condition. Therefore, in the future, management should exercise discretion before requiring the grievant to produce medical certification for absences related to that illness.

M-00701 Step 4 Settlement, September 10, 1973, NS 4877

Carrier required to use 8 hours sick leave to obtain Doctor's statement—carrier credited with administrative leave.

M-00799 Step 4 Settlement, December 19, 1986, H4N-3A-C 15991

The Employee and Labor Relations Manual contains no prohibition against the submission of a pre-printed form; however, it is understood that any medical documentation or other acceptable evidence submitted must meet the requirements set forth in Part 513.364 of the ELM.

M-00803 Step 4 Settlement, June 18, 1985, H1N-5D-C 29943

A naturopath is considered an "attending practitioner" under ELM 513.364.

M-00883 Step 4 Settlement, September 6, 1984, H1C-NA-C 113

There may be situations in which an attending physician or other attending practitioner may authorize a staff member to sign a document on behalf of the attending physician or other practitioner (e.g., An attending physician or practitioner instructs his/her nurse to complete and sign a document for the attending physician or practitioner). Such documentation may be subject to verification if the need arises.

M-00989 Pre-arbitration Settlement, January 13, 1982, H8N-4B-C 3972

An arbitrator has the authority to grant relief in the form of the Postal Service paying for doctor's bill when it is found that supervisory personnel did not have reasonable and sufficient grounds to require medical verification from an employee for absences of 3 days or less.

M-01033 Pre-arbitration Settlement, March 10, 1992, H7N-3F-C-9555

This grievance concerns the meaning of the word "hospitalization" as used in Part 342.2 of Handbook EL-311. During our discussion, we mutually agreed that the term "hospitalization" as used in Part 342.2 of Handbook EL311, Personnel Operations, EL-311, does not include outpatient visits to the hospital.

M-00710 USPS Letter to APWU, November 30 1976

Physicians may still sign the Form 3971 if they so desire. However, it is not an absolute requirement that they do so.

[M-01428](#) Pre-arbitration Settlement, February 18, 1999, A94N-4A-C 97019738

The issue in this case is whether management violated the National Agreement when it contacted limited duty employees' physicians to receive information and/or clarification on a carrier's medical progress.

The Office of Workers' Compensation Programs (OWCP), U.S. Department of Labor issued new regulations governing the administration of the Federal Employees' Compensation Act (FECA) effective January 4, 1999. The specific regulation that is germane to the instant case is 20 CFR 10.506 which specifically prohibits phone or personal contact initiated by the employer with the physician. See also [M-01117](#).

[M-01527](#) U.S. Department of Labor Letter, April 6, 2004

In accordance with 20 C.F.R. 10.506, the only authorized contact between an employee of the agency and the injured worker's physician is written communication "concerning the work limitations imposed by the effects of the injury and possible job assignments". The employer shall provide copies of any such correspondence as well as the physician's response to OWCP and the employee. This section of the regulations specifically prohibits the agency from contacting the physician's office for any reason by telephone or personal visit. The only situation where a postal inspector would be allowed to contact the attending physician of an injured worker would be as part of an established fraud investigation. See also [M-01585](#) and [M-01528](#).

[M-01733](#) U.S. Southern District of New York Court Ruling, April 29, 2010, 08-CV-00458 (DC)

Court ruling imposes significant new restrictions on OIG agents and postal inspectors when they seek to obtain confidential medical information about employees from the employees' doctors or other personal health care providers.

MEDICAL TREATMENT, EXAMINATIONS

See also

Fitness for Duty Exams

[C-06462](#) National Arbitrator Mittenthal, September 19, 1986, H1C-NA-C 121-122

Management may require an employee to be examined by a Postal Service physician only in non-emergency situations where the examination will not interfere with or delay the employee's appointment with his chosen physician.

Time spent receiving medical treatment for an on-the-job injury at the direction of the Postal Service in order to minimize Postal Service Compensation liability constitutes work time for overtime purposes under Article VIII, Section 4 of the National Agreement; the Arbitrator will not deal with external law.

M-01117 Management Instruction MI EL 540-91-1, January 25, 1991

B. Free Choice

1. Physician. Under the Federal Employees' Compensation Act (FECA), an employee is guaranteed the right to a free choice of physician. The employee's immediate supervisor is responsible for fully explaining this right to the employee. The following provisions apply:
 - a. The postal medical officer or contract physician's evaluation is not required before an employee makes an initial choice of physician or receives continuation of pay. If an employee declines first aid treatment or medical evaluation by the postal medical officer or contract physician, authorization for first aid medical examination and treatment by the physician of the employee's choice must not be delayed or denied. An employee's declination in such cases may not be used as a basis to discontinue pay or to controvert a claim.
 - b. If the postal medical officer, contract physician, or health unit nurse provides initial evaluation and/or first aid treatment to an employee and then further medical care for the injury is needed, such an initial evaluation or treatment does not constitute the employee's initial choice of physician. An employee may elect either to continue medical treatment with the contract physician beyond the first aid treatment or to select a physician of his or her own choice.
 - c. If an employee elects to continue medical treatment with the postal medical officer or contract physician beyond the first aid treatment, that physician becomes the employees initial physician of choice.
2. Timing. An employee cannot be required or compelled to undergo medical examination and/or treatment during non-work hours.

M-01008 MSPB Decision, November 19, 1987

Under 5 CFR Part 353 (MSPB), probationary employees who recover within one year of the commencement of compensation have an unconditional right to be restored to their former or equivalent positions. See also [M-01009](#).

M-01009 MSPB Decision, November 4, 1989

The Board finds that an employee is entitled under 5 C.F.R. 353 to restoration where his or her separation or furlough either resulted from or was substantially related to compensable injury. Notwithstanding the fact that appellant received a notice of termination for cause, i.e., unsatisfactory performance, the Board finds upon examination of the facts that appellant's separation was

substantially related to his compensable injury. Accordingly, the Board finds that the appellant was entitled to restoration rights. The initial decision is hereby REVERSED and the agency is ORDERED to restore the appellant consistent with 5 C.F.R. Part 353C retroactive to the date compensation ceased, and furnish evidence of compliance with this decision to the Regional Office within ten (10) days of receipt.

[M-01102](#) Step 4 Settlement, September 22, 1992, H7N-1N-C 28417

The issue in this grievance is whether management violated the national agreement by establishing a policy instructing supervisors to visit the office of the physician treating an employee injured on the job at the time of the initial treatment.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed the intent of a local policy must not be in conflict with the provisions of the ELM. According to ELM 543.14, in the case of an employee needing emergency treatment, "when appropriate, a supervisor accompanies the employee to the doctor's office or hospital to make certain that the employee receives prompt medical treatment." However, ELM 543.223 provides that "in nonemergency situations, a postal supervisor is not authorized to accompany the employee to a medical facility or physician's office." (emphasis added)

We further agreed that a supervisor will not accompany the employee on the initial visit or visit the physician's office at the time of the initial visit in non-emergency situations. See also [M-01071](#).

[M-00882](#) Step 4 Settlement, November 18, 1988, H7N-1P-C 11811

Consistent with ELM 543.222, a postal supervisor is not authorized to accompany an employee to a medical facility or physician's office in non-emergency situations, other than the USPS medical unit. The parties further agree that an employee is not required to seek or accept treatment at the USPS medical unit.

[M-01161](#) Pre-arbitration Settlement, December 10, 1993, H7N-5F-C 26185

It is agreed that an employee cannot be required or compelled by the postal Service to undergo a scheduled medical examination and/or treatment during nonwork hours.

[M-01438](#) Pre-arbitration Settlement, April 19, 2001, Q98N-4Q-C 96017152

In applying the language of the EL-505, it is mutually understood that an employee will not be required to take a functional capacity test if the employee's treating physician recommends against it for medical reasons.

[M-00564](#) USPS Letter, March 23, 1977

The Postal Service has reexamined its position concerning the meaning of Article XIII, B.2.A pertaining to who shall bear the cost of the physical examination referred to therein when the employee requesting permanent reassignment to light duty or other assignment is directed to be examined and certified by a physician of the installation head's choice. The Postal Service will,

henceforth, pay the designated physician's bill for such physical examination.

[M-01350](#) Step 4 Settlement, November 5, 1998, J94N-4J-C 97009363

The issue in this case is whether management is required to compensate an employee for time spent in a medical facility, after the employee's tour of duty has ended, as a result of a management directed medical evaluation. After reviewing this matter, it has been decided to sustain this case.

[M-01033](#) Pre-arbitration Settlement, March 10, 1992, H7N-3F-C-9555

This grievance concerns the meaning of the word "hospitalization" as used in Part 342.2 of Handbook EL-311. During our discussion, we mutually agreed that the term "hospitalization" as used in Part 342.2 of Handbook EL311, Personnel Operations, EL-311, does not include outpatient visits to the hospital.

[M-01498](#) Pre-arbitration Settlement, September 16, 2003, Q98N-4QW-C 00187358

Clarification of MI-EL 860-200-7 Re: Fitness-for-duty medical assessments.

Return to Duty Exams

[C-12424](#) National Arbitrator Mittenthal, October 5, 1992, H7N-1P-C 23321

A local policy requiring medical clearance by the Division Medical Officer for return to duty following non-occupational illness or injury was not a violation of the Agreement. To the extent that the policy was applied to those returning from an extended absence due to occupational illness or injury, it would be in conflict ELM section 864.42, and would thus be a violation of the Agreement.

Memorandum of Understanding Incorporated into August 19, 1995, Interest Arbitration Award. Published in 1998 National Agreement.

The parties reaffirm their understanding concerning the review of medical certificates submitted by employees who return to duty following extended absences due to illness.

We mutually agree to the following:

1. To avoid undue delay in returning an employee to duty, the on-duty medical officer, contract physician, or nurse should review and make a decision based upon the presented medical information the same day it is submitted.

Normally, the employee will be returned to work on his/her next workday provided adequate medical documentation is submitted within sufficient time for review.

The reasonableness of the Service in delaying an employee's return beyond his/her next workday shall be a proper subject for the grievance procedure on a case-by case basis.

[M-01395](#) Step 4 Settlement, October 25, 1999, H90N-4H-C 95069850

Local policies concerning documentation for returning to work after medical absences of 21 days or more must be consistent with the provisions of the EL-311

Where there was a conflict of the physicians of the Postal Service and the employee and the Postal Service is dilatory in seeking the opinion of a third doctor, the employee is entitled to be made whole for the period between the time the employee furnished his personal doctor's statement that he was able to return to work and the time at which he was finally returned to work after a favorable opinion from a third physician.

M-00553 Step 4 Settlement, September 5, 1985, H1N-5D-C 29673

To avoid undue delay in returning an employee to duty following extended absences due to illness, the on-duty medical officer, contract physician, or nurse should review and make a decision based upon the presented medical information the same day it is submitted. Normally the employee will be returned to work on his/her next workday provided adequate medical documentation is submitted within sufficient time for review. See also [M-01148](#).

M-01414 Pre-arbitration Settlement, June 26, 2000, A90N-4A-C96034188

These cases concern the procedure to be followed by injured employees (non-work related) returning to work when a medical review is required prior to their return to work. The specific issue presented is whether medical clearances are done on or off the clock.

We agree that the Postal Service can require a medical clearance by a physician designated by the installation head as provided for by EL-311. All such medical clearances are obtained by the employee(s) while off the clock in accordance with the appropriate handbooks and manuals including the EL-311 and the ELM.

However, if the employees in question had already clocked in, they will be compensated for time lost up to, but not to exceed, the appropriate work hour guarantees.

M-00973 Step 4 Settlement, November 28, 1984, H1N-1E-C 31854

An employee returning to duty after an extended absence must submit evidence of his/her being able to perform assigned postal duties. If local policy dictates that the employee must be seen and cleared by the postal medical officer, the employee shall be reimbursed for travel expenses incurred to attend the examination.

M-01148 APWU Step 4 Settlement, April 12, 1984, H1C-4T-C 24220

To avoid undue delay in returning an employee to duty, the on-duty medical officer, contract physician, or nurse should review and make a decision based upon the presented medical information the on the same day it is submitted.

Normally the employee will be returned to work on his/her next workday provided adequate medical documentation is submitted within sufficient time for review.

The reasonableness of the Service in delaying an employee's return beyond his/her next workday shall be a proper subject for the grievance procedure on a case-by-case basis.

MERIT SYSTEMS PROTECTION BOARD (MSPB)

Introduction

The Merit Systems Protection Board is a federal agency established in January 1979, under the provisions of the Civil Service Reform Act of 1978. The Act abolished the old Civil Service Commission and put in its place the Merit Systems Protection Board (MSPB) and two other federal agencies: the Office of Personnel Management, which manages the federal workforce; and the Federal Labor Relations Authority, which regulates labor relations in most of the federal establishment, but not the Postal Service.

The MSPB's major function is protecting *merit principles*— that is, ensuring that decisions affecting federal workers are based on merit alone. As such, the MSPB protects federal employees from partisan political pressure and other illegal abuse by federal agency management. The protection of merit principles benefits federal employees and helps guarantee the efficiency of government services provided to the public.

The Board itself is located in Washington, D.C. and is comprised of three persons, appointed by the President, who serve staggered, seven-year terms. Only two of the three may come from the same political party. A listing of MSPB regional and field offices is available at the MSPB Website. You may contact those offices to file an appeal or if you have questions or need additional information.

Letter Carriers and the MSPB

For letter carriers and other postal employees, the MSPB functions much like a highly-specialized "grievance procedure." A carrier dissatisfied with certain actions taken by the Postal Service or the Office of Personnel Management (OPM) can challenge these actions through a MSPB appeal. Note, however, that MSPB appeals are handled and decided very differently than grievances brought under the National Agreement. NALC does not represent letter carriers in MSPB proceedings.

MSPB appeal procedures cover letter carriers and other postal workers only in certain limited situations. Letter carriers may appeal to the MSPB four different kinds of actions by the Postal Service or by the Office of Personnel Management.

These actions, which are discussed more fully below, are:

- 1) Office of Personnel Management final reconsideration decisions regarding civil service retirement.
- 2) USPS decisions regarding restoration to duty following recovery from compensable disability.
- 3) Violations of USERRA rights.
- 4) USPS discipline in excess of 14-day suspension, or discharge, of a preference eligible employee.

Office of Personnel Management final reconsideration decisions regarding civil service retirement.

A letter carrier who applies for a retirement annuity whether optional, deferred, or disability retirement-receives an Initial Decision from OPM. If unsatisfied with the result, the carrier may request reconsideration within 30 days after the date of the Initial Decision. After reconsidering, OPM issues a written Final Reconsideration Decision.

Upon receiving an adverse Final Reconsideration Decision from OPM, an employee may appeal to the MSPB within 20 days after the Decision's effective date. (See 5 Code of Federal Regulations 831.110, 831.1205.)

USPS decisions regarding restoration to duty following recovery from compensable disability.

Any letter carrier—whether still on the USPS rolls or not— who requests restoration to full or limited duty following recovery from compensable disability may, under 5 C F. R. 353.401, appeal the following Postal Service actions to the MSPB:

- Failure or refusal to restore the employee to full or limited duty; or
- A restoration to duty which the employee believes to be unsatisfactory.

The MSPB appeal must be filed within 20 days of the written notice of such USPS actions. For information on Carriers' restoration to duty rights, see 5 CF.R. 353 and Chapter 546 of the Postal Service's *Employee and Labor Relations Manual*.

[M-01008](#) MSPB Decision, November 19, 1987

Under 5 CFR Part 353 (MSPB), probationary employees who recover within one year of the commencement of compensation have an unconditional right to be restored to their former or equivalent positions. See also [M-01009](#).

Postal employees who protest not being restored to duty following recovery from a compensable injury have a right to appeal to the MSPB and a right to arbitration on the same matter. National Arbitrator Das addressed the issue in C-18158:

The parties are in agreement that Article 16 .9 does not apply to appeals to the MSPB pursuant to 5 USC

§8151 and 5 CFR 353 in so called "restoration to duty" cases. Under those Federal provisions, all Postal Service employees are provided certain rights to appeal to the MSPB in cases where they protest not being restored to duty following recovery from compensable injury. Such rights are not limited to preference eligible veterans and are not derived from the Veterans Preference Act referred to in Article 16 .9.

In recent years, letter carriers have both appealed cases to the MSPB and filed grievances when the Postal Service refused to provide limited duty under the National Reassessment Process.

Management raised the issue of arbitrability in these cases and argued that employees did not have a right to both MSPB appeals and arbitration. In each case, arbitrators ruled that carriers recovering

from a compensable injury protesting restoration to duty had a right to both MSPB and arbitration.

M-00637 USPS Letter, April 6, 1984

It appears from the above-referenced quotations from the 1976 Gamser award that, in order for that award to be binding as to the Pinkney grievance, two tests must be met:

1. Withdrawal of the MSPB appeal when "notification permitted (the) Postal Service to avoid the obligation of preparing to defend its actions in two separate tribunals," and
2. Withdrawal from the MSPB "before any proceedings were initiated and before any action had been taken on their appeal."

Violations of USERRA Rights

Letter carriers with USERRA rights may file certain alleged violations of USERRA rights to the board. There are two types of cases that fall within the Board's jurisdiction under USERRA. The first type is a reemployment case, in which an appellant claims that a federal agency has failed to comply with its obligations to reemploy the appellant after he or she has completed a period of military service. The second type is a "discrimination" case, in which an appellant claims that a federal agency has denied the appellant initial employment, reemployment, retention in employment, promotion, or any "benefit of employment" on the basis of the appellant's military service. See *Clavin v. U.S. Postal Service*.

M-01604 Miller v. Postal Service, Merit Systems Protection Board, March 7, 2007

The Board ruled that a postal employee is not covered by 5 U.S.C. § 6323 as in Butterbaugh (see M-01603). However, the MSPB said it had authority under USERRA to enforce such an employee's right under the USPS Employee and Labor Relations Manual to be charged military leave only for work days.

1. USPS discipline in excess of 14-day suspension, or discharge, of a preference eligible employee. "Preference eligibles" are certain classes of veterans and the survivors of veterans. MSPB appeal procedures are available only to those preference eligibles who have completed at least one year of current continuous service in the same or similar Postal Service positions. The complete legal definition of preference eligible is found at 5 USC §2108.

The Veterans' Preference Act provides that such a preference eligible employee may be disciplined for more than 14 days, or discharged, "only for such cause as will promote the efficiency of the service" (5 United States Code 7513(a)).

Note: *Lesser discipline may not be appealed to the MSPB; however, it may be challenged through the contractual grievance-arbitration procedure.*

M-01154 USPS Internal Memorandum April 19, 1990

In *Pittman v. Merit Systems Protection Board*, 832 F. 2d 598 (Fed. Cir. 1987), 87FMSR 7054, the

Federal Circuit held that the placement of an employee on enforced leave for more than 14 days (even in situations where the agency has medical documentation stating that the employee is physically unable to carry the duties of his or her position) is inherently disciplinary and is tantamount to an appealable suspension. The court held that "indefinite enforced leave is tantamount to depriving the worker of his job--without any review other than that by the agency itself changes its mind and decides that he can perform his job." *Id.*, at 600." "The MSPB follows the precedent of the Federal Circuit, and considers the court's Pittman decision binding in regard to claims of constructive suspension arising from periods of enforced leave which exceed 14 calendar days.

NALC does not represent letter carriers in MSPB proceedings. Furthermore, letter carriers considering the appeal of an adverse action to the MSPB should be aware that many of the procedural protections provided by the National Agreement do not apply to MSPB proceeding.

For example:

- **Expired Discipline.** Article 16, Section 10 provides that the records of a disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of two years. This contractual protection does not apply to MSPB proceeding.

In fact, the Postal Service routinely relies upon discipline that cannot be considered in the grievance/arbitration procedure when defending adverse actions in MSPB cases.

- **Unadjudicated Discipline.** Under the National Agreement, an arbitrator may not consider past discipline that has been grieved but not yet resolved or adjudicated. See JCAM Article 16 and C-03910, National Arbitrator Fasser, June 18, 1977. This contractual protection does not apply to MSPB proceedings which have different procedural rules (United States Supreme Court *United States Postal Service v. Gregory*, 534 U.S. 1, 122 S. Ct. 431 (2001)).

-

Claims that arbitration is barred because appeal was made to the Merit Systems Protection Board (or, previously, to CSC)

The Veterans Preference Act guarantees "preference eligible" employees certain special rights concerning their job security. A preference eligible employee may file both a grievance and an MSPB appeal on a proposed removal or suspension of more than fourteen days. The rights of preference eligible employees to appeal certain adverse actions² to the MSPB or through the grievance arbitration procedure are the subject of Article 16, Section 9 which provides the following:

[C-16650](#) National Arbitrator Snow, January 1, 1997, D90N-4D-D 95003945/D90N-4D-D 95003961

Article 16.9 does not bar the arbitration of a grievance where a grievant has asserted the same claim

in an Equal Employment Opportunity (EEO) complaint. Nor does it apply where a preference eligible grievant has appealed the same matter through the EEOC and then to the MSPB under the “mixed case” federal regulations.

The Joint Contract Administration Manual Provides the following explanation of the special procedures to handle disciplinary grievances files by preference eligible employees.

Proposed Discipline v. Decision Letter

As noted above, under the MSPB procedures, preference eligible employees must first be issued a letter of proposed discipline and then a final decision letter after they have been given the opportunity to respond to the charges. A grievance should be filed at the time a preference eligible employee receives a Letter of Proposed Discipline. It is not necessary to file a separate grievance concerning the Decision Letter.

The American Postal Workers Union (APWU) has agreed in a national level settlement ([M-01137](#) and [M-01038](#)) that for employees in the APWU bargaining units, the time limits of Article 15, Section 2 run from the proposed discipline notice, not from the decision letter. NALC was not party to that settlement and has a different bargaining history concerning this issue (See [M-00939](#)). It is NALC's position that, for letter carriers, a grievance filed within fourteen days of receipt of the decision letter is timely.

Caution, the Postal Service's position concerning this issue is currently unsettled and NALC's position has never been tested at national level arbitration. Unless this issue is resolved, **always grieve the letter of proposed discipline**: Never wait until receipt of the decision letter to file a grievance. No one would want his/her grievance to become a national level test case.

[M-01607](#) **MSPB Decision**, August 11, 2006

Re: Military Leave. See also [M-01603](#).

Bargaining History

[M-00939](#) **NALC Step 4 Settlement, September 26, 1974, NB-E-1681**

This grievance involves the refusal on managements part to accept a grievance pertaining to a Notice of Charges Proposed Removal from a steward prior to the time that a decision had been rendered on the previously mentioned proposal. A grievance may be filed upon receipt of a Notice of Proposed Removal.

[M-01038](#) **APWU Memorandum of Understanding, August 12, 1991**

This Memorandum addresses the time limits that must be met in order to grieve a proposed removal.

1. For the purpose of grievance procedure appeals, the time limits of Section 2 of Article 15 of the National Agreement shall run from the proposed removal notice, not from a decision letter on the

proposed removal.

2. Once a grievance on a notice of proposed removal is filed, it is not necessary to file a grievance on the decision letter.
3. Receipt of a notice of proposed removal starts the 30 day advance notice period of Section 5 of Article 16 of the National Agreement.

M-01137 APWU Step 4 Settlement, September 16, 1992, H7V-1F-D 39176

The issue in this grievance concerns the time limits that must be met in order to grieve a proposed suspension of more than fourteen days and whether a decision letter must be grieved. During our discussion we mutually agreed to close this case based upon the following understanding:

1. For the purpose of grievance procedure appeals, the time limits of Section 2 of Article 15 of the National Agreement shall run from the proposed suspension notice, not from a decision letter on the proposed suspension.
2. Once a grievance on a notice of proposed suspension is filed, it is not necessary to file a grievance on the decision letter.
3. Receipt of a notice of proposed suspension starts the 30 day advance notice period of Section 5 of Article 16 of the National Agreement.

MUTUAL EXCHANGES

Handbook EL-311, Personnel Operations

Section 512.4 Mutual Exchanges.

Career employees may exchange positions (subject, when necessary, to the provisions of the appropriate collective-bargaining agreement) if the exchange of positions is approved by the officials in charge of the installations involved. Part-time flexible employees are not permitted to exchange positions with full-time employees, nor bargaining-unit employees with nonbargaining unit employees, nor nonsupervisory employees with supervisory employees.

Mutual exchanges must be between positions at the same grade. An exchange of positions does not necessarily mean that the employees involved take over the duty assignments of the positions.

Note: *A regular rural carrier may exchange only with another regular rural carrier at a different installation. See also ELM 351.6.*

M-01646 Memorandum, September 11, 2007

Re: Mutual Exchanges

The parties agree that in applying the relevant provisions of Section 351.6 of the Employee and Labor Relations Manual, city letter carriers in grades CC-01 and CC-02 are considered as being in the same grade.

M-01002 Step 4 Settlement, November 30, 1982, H1N-5D-C 4930

In the instant case, a mutual exchange of carriers between two postal installations was authorized. Local management assigned the incoming carrier to the route vacated by the departing carrier. It was mutually agreed that the following would represent a full settlement of this case:

The vacated route should have been posted for bid. Upon receipt of this decision and as soon as administratively possible, the postmaster will post route 1148 for bid in accordance with Article 41, Section 1 of the National Agreement.

M-01149 APWU Step 4 Settlement, December 23, 1983, H1C-5H-C 16429

All duty assignments vacated as a result of mutual exchanges pursuant to ELM 351.6 must be posted for bid, in accordance with the provisions of Article 37, Section 3.A.1, of the National Agreement.

NATIONAL LABOR RELATIONS ACT (NLRA)

Article 5, Prohibition of Unilateral Action, specifically incorporates the National Labor Relations Act into the National Agreement.

See Also:

Past Practice

Weingarten Rights

C-06858 National Arbitrator Bernstein, March 11, 1987, H1N-5G-C 14964

Article 5 of the National Agreement serves to incorporate all of the Service's "obligations under law" into the Agreement, so as to give the Service's legal obligations the additional status of contractual obligations as well. This incorporation has significance primarily in terms of enforcement mechanism--it enables the signatory unions to utilize the contractual vehicle of arbitration to enforce all of the Service's legal obligations. Moreover, the specific reference to the National Labor Relations Act in the text of Article 5 is persuasive evidence that the parties were especially interested in utilizing the grievance and arbitration procedure spelled out in Article 15 to enforce the Service's NLRB commitments.

C-03769 National Arbitrator Aaron, July 6, 1983, H1T-1E-C 6521

An arbitrator should rule on the merits of unfair labor practice charges that have been deferred to arbitration under Collyer.

M-01092 USPS v NLRB, No. 91-1373, D.C. Cir, June 30, 1992

Decision by the U.S. Court of Appeals for the D.C. Circuit upholding an NLRB decision concerning Weingarten rights (M-01093). The Board held that Postal Inspectors violated the Weingarten doctrine by refusing a request by a steward to consult with an employee prior to the employee's interrogation by the Inspectors.

M-01066 U.S. Court of Appeals, District of Columbia, Cook Paint and Varnish v. NLRB

A steward may not be required to divulge information given by a grievant in connection with the steward's handling of a grievance.

M-00634 NLRB Memorandum, July 9, 1979

Memorandum intended to serve as a guideline concerning a union's duty of fair representation under the Labor-Management Relations Act.

M-00546 NALC Legal Memorandum, November 30, 1981

Recent decisions of the National Labor Relations Board and the United States Court of Appeals for the Ninth Circuit established that: (1) when an employee being interviewed by an employer is confronted by a reasonable risk that discipline would be imposed, the employee has a right to the assistance of not mere presence of a union representative; and (2) that an employer violates the Act when it "refuses to permit the representative to speak, and relegates him to the role of a passive observer".

M-00640 NLRB Advisory Opinion, January 22, 1985

The Union was privileged to demand that only Union members be chosen to serve on Employee Involvement Program work-teams because these teams will potentially be engaging in collective bargaining. Therefore, the Employer did not violate Section 8(a)(3) of the Act by agreeing to and enforcing such a limitation on employee participation in the Employee Involvement Program.

M-00812 Pre-arbitration Settlement, October 30, 1986, H4C-4K-C 5277

Employees subpoenaed to testify at a NLRB hearing is on official duty and must be compensated in accordance with ELM section 516.42.

M-00937 Pre-arbitration Settlement, 1974, RA-73-1740,

The Postal Service acknowledges its obligation under Section 9(a) of the National Labor Relations Act, which provides in part: "That any individual employee... shall have the right at any time to present grievances to (his) employer and to have such grievances adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect: Provided further, that the bargaining representative has been given the opportunity to be present at such adjustment."

M-01051 APWU Pre-arbitration Settlement, October 30, 1980, H4C-4K-C-5277

The issue in this grievance is whether time spent by the grievant at the NLRB hearing was official duty. During that discussion, it was mutually agreed that the following would represent full settlement of this case:

1. The said subpoena issued to the grievant constituted a proper authority.
2. The grievant shall be compensated in accordance with Part 516.42 of the ELM, and such

compensation shall terminate (except travel and subsistence expenses) upon the employee's release from the subpoena.

M-00436 Step 4 Settlement, May 17, 1985, H1N-5D-C 26954

The parties at this level agree that under the Weingarten Rule, the employer must provide a union representative to the employee during the course of its investigatory meeting where the employee requests such representation and the employee has a reasonable belief that discussions during the meeting might lead to discipline (against the employee himself.)

M-00719 APWU NLRB Decision, October 18, 1985, 7-CA-24183(P)

By dealing directly and individually with its employees on matters affecting their conditions of employment while they are represented by an exclusive bargaining agent, the respondent has engaged in and is engaging in violations of Section 8(a)(5) of the Act.

M-00724 APWU NLRB Decision, September 30, 1986, 9-CA-18366(P)

Union's LMRA right to be present at adjustment of grievances must prevail over Equal Employment Opportunity Commission (EEOC) administrative regulations mandating anonymity of grieved employee at pre-complaint stage.

M-00725 APWU NLRB Decision, August 23, 1982, 9-CA-16503(P), 9-CA-6540(P)

Management will afford the employee's collective-bargaining representative the opportunity to be present at any attempts to adjust contractual grievances with unit employees through any forum.

ORIENTATION—NEW EMPLOYEE

Supporting Cases

M-01879 Memorandum of Understanding, June 2, 2016

Re: Standard Training Program for City Letter Carriers

The National Association of Letter Carriers, AFL-CIO (NALC) and United States Postal Service (USPS) recognize the importance of providing quality training to new city letter carriers. To that end, the national parties have jointly updated the *Standard Training Program for City Letter Carriers*. Our expectation is that enhanced and universal training will improve customer service and enhance the employee experience.

M-01823 Pre-arbitration Agreement, June 12, 2013

Recently our representatives met on this Article 19 appeal which was pending national arbitration. This case is resolved based on the following.

By letter dated May 15, 2013, the Postal Service advised that:

The final version of Handbook EL-804 included an unintended revision to language regarding on-

the-job instructors (Section 137.2, Responsibilities. Provide 3 days (24 hours) of orientation and training when a new employee arrives at the duty station).

Handbook EL-804 will be updated to reflect a continuation of the subject language from the predecessor version of the handbook. Please note that the language will be located in Section 136.1 due to other changes made when Handbook EL-804 was updated.

Without prejudice the position of either party in this case or any other grievance we agree to close this case.

M-00447 Step 4 Settlement, August 10, 1982, H8N-3W-C 34023

The Union representatives in this installation shall continue to be allowed to distribute union related material to employees during new employee orientation.

M-00623 Step 4 Settlement, August 17, 1984, H1N-5C-C 17024

If a union representative addresses new employees at an orientation at the MSC level, management is not required to allow them to be addressed again by a local representative.

M-00210 Step 4 Settlement, February 19, 1974, NBW 637

The orientation for new employees is held after the appointment to a postal position.

M-00644 Step 4 Settlement, May 20, 1977, NCW 5872

Local management will in future instances allow "ample" time for the local union to participate in new employee orientation in conformance with Article XVII, Section 7 of the National Agreement.

M-00317 Step 4 Settlement, July 19, 1985, H4N-4J-C 2536

Completion of SF-1187 as identified in ELM 913.414 will be permitted during employee orientation in the areas designated by management.

M-00084 Step 4 Settlement, December 17, 1984, H1C-5D-C 21764

Article 17 does not preclude management officials from being present when the union addresses new employees during orientation.

M-01534 Memorandum of Understanding, January 28, 2005

SUBJECT: City Letter Carrier Training Program

The Postal Service and the National Association of Letter Carriers, AFL-CIO (NALC) have jointly developed a new city letter carrier training program for Carrier Academies. Course 44502-00, developed with valuable input from stakeholders, is ready to be deployed. Copies of the new training materials are enclosed.

The quality and content of training developed by the NALC and Postal Service team members will add value to our delivery operations. It is our expectation that you will work cooperatively to ensure that local instructors are selected and trained by the area trainers developed for this purpose. These

area trainers were selected with input from the NALC, and have been certified to train Carrier Academy instructors.

The program will enhance our ability to train and retain the maximum number of newly hired city letter carriers during their probationary period as well as be a valuable subject matter resource for field use. To ensure it continues to add value after implementation, we will jointly review and update the program annually so the content remains current with operational requirements and changes in delivery procedures.

We are confident that this new training product will provide the best opportunity for ensuring that our newly-hired city letter carriers are well-prepared to join our highly motivated, service-oriented delivery workforce.

Note: *This training program has been updated, see [M-01879](#).*

OUT-OF-SCHEDULE PAY

Out-of-schedule pay is an additional fifty percent premium paid for those hours worked outside of, and instead of, a full-time regular employee's regularly scheduled workday or workweek. The regulations controlling out-of-schedule pay are contained in ELM Section 434.6.

See also

Schedule Changes—Voluntary

All full-time regular letter carriers, including reserve and unassigned regulars, have schedules with fixed reporting times and regularly scheduled days off. Management may temporarily change the schedules of full-time regular employees. However, whenever this is done, the employees whose schedules have been temporarily changed are entitled to additional pay.

If notice of a temporary change is given to an employee by Wednesday of the preceding service week, the employee's time can be limited to the hours of the revised schedule.

However, "out-of-schedule" premium is paid for those hours worked outside of, and instead of, the employee's regularly scheduled workday or workweek.

If notice of a temporary schedule change is not given to an employee by Wednesday of the preceding service week, the employee is entitled to be paid for the hours of his regular schedule, whether or not they are actually worked.

Therefore, any hours worked in addition to the employee's regular schedule are not worked "instead of" his regular schedule. Such hours are not considered as "Out-of-schedule" premium hours. Instead, they are paid as regular overtime for work in excess of eight hours per service day or 40 hours per service week.

For example, an employee whose regular schedule of 7 a.m. to 3:30 p.m. was temporarily changed to 6 a.m. to 2:30 p.m. would be paid differently depending upon whether or not prior Wednesday

notice was given.

If an employee did receive notification, they would be paid an "out-of-schedule premium" for the hour 6 a.m. to 7 a.m. and seven hours straight time pay for the hours 8:00 a.m. to 2:30 p.m.

If the employee did not receive the proper advance notification, he would be paid for nine hours on days the revised schedule was worked. The time between 6 a.m. and 7 a.m. would be paid at the overtime rate and the time between 7 a.m. and 3:30 p.m. the regular schedule at the straight time. If the employee was sent home at 2:30 p.m. he would be paid the hour between 6 a.m. and 7 a.m. at the overtime rate; receive straight time pay for the period 7 a.m. to 2:30 p.m., plus one hour administrative leave at the straight time rate for the period 2:30 p.m. to 3:30 p.m.

Bargaining unit employees do not receive "out-of-schedule premium" pay when their schedule is changed to provide limited or light duty. Nor do they receive "out-of-schedule premium" pay when they request a schedule change for personal reasons. Employees may request such a schedule change by preparing and signing form 3189, Request for Temporary Schedule Change for Personal Convenience. The form must also be signed by both the Union steward and the supervisor before it will be honored.

C-00939 National Arbitrator Gamser, September 10, 1982, H1C-5F-C 1004

Unassigned regulars who had their schedules changed in the absence of a bid or assignment to a residual vacancy were entitled to out-of-schedule overtime under Article 8, Section 4.B.

C-03212 National Arbitrator Gamser, March 12, 1980, N8-NA-0003

The arbitrator held that the Postal Service is not required to make out-of-schedule payments to employees on limited duty. However, he continues that:

"Having so concluded, it is necessary to add that this determination does not give the USPS the unbridled right to make an out-of-schedule assignment when the disabled employee could be offered such a work opportunity during the hours of his or her regular tour."

M-00431 Pre-arbitration Settlement, January 27, 1982, H8N-3P-C 32705

Details of anticipated duration of one week (five working days within seven calendar days) or longer to temporarily vacant Carrier Technician (T-6) positions shall be filled per Article XXV, 1981 National Agreement. When such temporary details involve a schedule change for the detailed employee, that employee will assume the hours of the vacancy without obligation to the employer for out-of-schedule overtime. See also [M-00072](#).

M-00353 Step 4 Settlement, May 24, 1985, H1N-5G-C 24094

A reserve carrier who does not opt for a "hold-down" shall nonetheless assume the schedule of the "hold-down" if management elects to assign the reserve carrier to the route or assignment anyway.

This settlement establishes the schedule a reserve letter carrier works if assigned to a hold-down by management. It does not waive the carrier's entitlement to out-of-schedule pay. See M-00940

M-00767 Pre-arbitration Settlement, April 15, 1985, H1N-1J-C 6766

Where temporary bargaining-unit vacancies are posted, employees requesting these details assume the hours and days off without the Postal Service incurring any out-of-schedule liability. The bargaining-unit vacancies will not be restricted to employees with the same schedule as the vacant position.

M-00615 USPS Letter, October 10, 1985

Postal Service Memorandum discussing the circumstances under which full time employees are entitled to the payment of overtime for work performed outside of, and instead, of their regular schedule on a temporary basis.

As Remedy

M-01055 APWU Step 4 Settlement, February 18, 1986, H4C-5K-C-3831

The issue in this grievance is whether management violated the National Agreement by not placing the next senior qualified bidder in a position within the prescribed time.

The parties at this level agree that "immediately after the end of the deferment period, the senior bidder then qualified shall be permanently assigned..." in accordance with Article 37.3F(3). Those employees who were placed in new assignments after the prescribed time limit should be paid out-of-schedule premium for those hours worked between such time and the effective date of the new assignment. See also [M-00310](#).

M-00153 Step 4 Settlement, November 26, 1979, N8-W-0096

The grievant was inappropriately required to report for the light duty assignment in question, as he had not requested such an assignment. Accordingly, inasmuch as he was directed to work a schedule different from his normal schedule and in another craft, and such assignment was not for his own personal convenience and sanctioned by the Union, the grievant is entitled to receive out-of-schedule premium pay for the period he worked in other than his normal work schedule.

204Bs

C-00580 National Arbitrator Mittenthal, January 27, 1982, A8-W-939

Article 8 Section 4.B requires the Postal Service to pay out-of-schedule overtime to employees working as 204B's.

M-01039 APWU Pre-arbitration Settlement, March 4, 1983, H8C-4G-C-14584

Employees who are acting supervisors (204-B), are not entitled to out-of-schedule premium when they attend a planned, prepared and coordinated training session.

Acting supervisors (204-B) are entitled to out-of-schedule premium when they are detailed to a higher level position, work other than their bid assigned hours and are not involved in a planned,

prepared and coordinated training session.

C-00161 National Arbitrator Gamser, July 27, 1975, AB C 341

An employee on a regular schedule, detailed to a higher level assignment (e.g., 204b) cannot voluntarily waive out-of-schedule overtime pay. When changes of schedule are genuinely for the personal convenience of the employee, out-of-schedule pay may be waived when the waiver is condoned and agreed to by the union.

Training

M-00201 Step 4 Settlement, July 28, 1981, H8N-2B-C 10122

The exceptions to the obligation to pay out-of-schedule overtime is governed by Part 434.62, Employee and Labor Relation Manual. Clearly, Part 434.623e excludes such payment where the employee's schedule is temporarily changed so that the employee may attend recognized raining sessions.

M-00302 Step 4 Settlement, May 2, 1985, H1C-4B-C 37025

While there is no contractual obligation for the Employer to pay out-of-schedule premium to employees in a training situation, the parties recognize the need for the employees to be informed as far in advance as possible when a schedule change for training purposes is needed. Therefore, when it is possible, the employees should be notified of the schedule change by Wednesday of the proceeding week.

M-00554 Step 4 Settlement, August 27, 1985, H1N 1K C 39739

There is no contractual obligation for the employer to pay out-of-schedule premium to employee in a training situation. When it is possible, the employees should be notified of the schedule change by Wednesday of the preceding week.

OVERTIME

Introduction

The Joint Contract Administration Manual (JCAM) is the authoritative source for all overtime issues. It should always be consulted when overtime questions arise.

This is because the overtime provisions of Article 8 can be hard to understand without extensive explanation. Since Article 8 was originally written, the actual overtime rules have been heavily modified by the addition of Penalty Overtime in the 1984 contract, Work Assignment Overtime in 1985 and the "Letter Carrier Paragraph" in a 1984 Memorandum."

For example, Article 8.5.F states the following:

"Excluding December, **no full-time regular employee will be required** to work overtime on more than four (4) of the employee's five (5) scheduled days in a service week or work over ten (10)

hours on a regularly scheduled day, over eight (8) hours on a non-scheduled day, or over six (6) days in a service week." (emphasis added)

On the other hand, Article 8.5.G states that: Employees on the "Overtime Desired" list **may be required to work** up to twelve (12) hours in a day and sixty (60) hours in a service week (subject to payment of **penalty overtime** pay set forth in Section 4.D for contravention of Section 5.F)." (emphasis added)

Similarly, Article 8.5.C.2.d states that:

"Recourse to the "Overtime Desired" **list is not necessary** in the case of a letter carrier working on the employee's own route on one of the employee's regularly scheduled days."

In fact, if a letter carrier with a bid assignment is not on the overtime desired list, the "Letter Carrier Paragraph" often **does require** "recourse to the Overtime Desired list." Yet the "letter carrier paragraph" is not mentioned anywhere in the body of Article 8, but rather is one part of a separate Memorandum of Understanding.

Finally, the "Work Assignment List" agreement is not fully incorporated into the body of Article 8, but rather is from a Letter of Intent dated May 28, 1985.

Joint Statement on Overtime

M-00833 Joint Statement on Overtime, June 8, 1988

This Joint Statement on Overtime represents the parties' consensus on those commonly encountered situations where a uniform application of overtime procedure is required. This Joint Statement is restricted to those issues specifically set forth herein, but may from time to time be amended to add or refine additional overtime issues jointly identified by the parties.

Signing Overtime Desired Lists

Carriers may sign an Overtime Desired List (OTDL) only during the two week period prior to the start of each calendar quarter.

An exception exists for letter carriers on military leave during the sign up period. They are permitted to sign the OTDL upon return to work.

Unless local Memorandums provide otherwise when a carrier bids or is transferring between units during a calendar quarter, they may sign the OTDL in the gaining unit, if they was on the OTDL in the losing unit.

Full-time regular letter carriers, including those on limited or light duty, may sign up for either the regular Overtime Desired List (10 or 12 hour) or the "work assignment" overtime, but not both.

Whether or not an employee on limited or light duty is actually entitled to overtime depends upon his/her physical and/or mental limitations.

A letter carrier may request that his/her name be removed from an Overtime Desired List at any time during the quarter. However, management does not have to immediately honor the request if the employee is needed for overtime on the day the request is made.

M-00833 Joint Statement, June 8, 1988

Full-time regular letter carriers, including those on limited or light duty, may sign up for either the regular Overtime Desired List (10 or 12 hour) or the "work assignment" overtime, but not both. Whether or not an employee on limited or light duty is actually entitled to overtime depends upon his/her physical and/or mental limitations.

M-00027 Step 4 Settlement, August 9, 1977, NCS 7224

It was agreed that no one would be allowed to sign the list after the beginning of the quarter.

M-00833 Joint Statement June 8, 1988

Unless local memoranda provide otherwise when a carrier bids or is transferring between units during a calendar quarter, they may sign the OTDL in the gaining unit, if they was on the OTDL in the losing unit. See also [M-00377](#) and [M-00621](#).

Note: *This language applies only to employees transferring between units within an installation. It does not apply to employees who transfer from one installation to another. See [M-01204](#) below.*

M-01204 Step 4 Settlement, February 28, 1995, E90N-4E-C 94039480

The issue in this grievance is whether an employee transferring from one installation to another may be placed on the gaining installation's Overtime Desired List (OTDL).

During our discussion, the parties agreed that the Joint Statement on Overtime, June 8, 1988, addresses transfer of employees between units within an installation. Transfer from one installation to another is not provided for in this document.

M-00377 APWU Pre-arbitration Settlement, August 7, 1985, H1C-1E-C 42949

Unless otherwise addressed in a Local Memorandum of Understanding, an employee may opt to bring his/her name forward from one overtime desired list to another when they is successful bidder on a different tour. The employee will be placed on the list in accordance with their seniority. Unless otherwise addressed in a Local Memorandum of Understanding, an employee who was not on any overtime desired list at the beginning of a quarter may not place his/her name on the overtime desired list by virtue of being a successful bidder to another tour until the beginning of the next quarter. See also [M-00621](#) and [M-00833](#).

M-00621 Step 4 Settlement, September 4, 1985, H4N-3U-C 6360

Management did not violate the National Agreement by not permitting the grievant to place her name on the overtime desired list upon her mid-quarter reassignment. Carriers are only permitted to place their names on the overtime desired list as specified in Article 8, Section 5.A. See also [M-00377](#) and [M-00833](#).

M-00820 Step 4 Settlement, April 8, 1988, H4N-1K-C 41588

The issue in this grievance is whether an employee who has been on military leave should be permitted to sign the overtime desired list after the start of the quarter. After reviewing this matter, we mutually agreed that a letter carrier on military leave at the time when full-time employees place their names on the overtime desired list may place his/her name on the overtime desired list upon return to work.

M-00795 Step 4 Settlement, July 11, 1986, H4N-5B-C 9731

We agreed that employees on light duty and limited duty may sign the "Overtime Desired" list. We further agreed the parties at Step 3 are to apply Article 13, Section 3.B., and Part 546 of the Employee and Labor Relations Manual to the specific fact circumstances involved in this case.

Also whether or not the grievant's physical condition and status was such that he could work overtime is a question that can only be answered based on the facts involved.

M-00833 Joint Statement, June 8, 1988

A letter carrier may request that his/her name be removed from an Overtime Desired List at any time during the quarter. However, management does not have to immediately honor the request if the employee is needed for overtime on the day the request is made.

M-00715 Step 4 Settlement, June 7, 1983, H1N-2D-C 5524

When a letter carrier requests that his/her name be removed from the overtime desired list, the request will be granted. However, management does not have to immediately honor the request if the employee is needed for overtime work on the day the request was made or scheduled for overtime in the immediate future.

M-00833 Joint Statement, June 8, 1988

Letter carriers signing the Overtime Desired List who prefer to work in excess of 10 hours on a scheduled day up to the maximum of 12 hours on a scheduled day should indicate their preference on the list.

M-00507 Step 4 Settlement, June 15, 1984, H1N-1M-C 22387

A 204B employee who anticipates returning to the bargaining unit and desires to work overtime within the applicable quarter, must initially sign the OTDL, in accordance with Article 8, Section 5.A., of the 1981 National Agreement.

M-01121 Memorandum of Understanding, May 6, 1993

The Postal Service and the NALC agree to afford part-time flexibles who are converted to full-time regular under the December 21, 1992, Memorandum of Understanding the following access to the overtime desired list (ODL) as a one-time exception to Article 8.5.

Specifically, part-time flexibles who are converted to regular after the quarterly overtime desired list

sign-up period has expired may be allowed to sign the ODL within two weeks of the effective date of their conversion or this agreement, whichever comes later. From the time of their sign-up to the end of that quarter, every effort will be made to give these employees an equitable number of overtime opportunities, except to the extent that management needs to give employees who were on the list from the beginning of the quarter additional overtime hours in order to achieve equitable distribution for those employees.

[M-01828](#) – December 4, 2013 – The parties agree that the installation head and branch president or their designees may mutually elect to develop a process that allows employees who transfer from another installation, or part-time flexibles and CCAs converted to full-time status after the two week period for signing the lists, to place their names on either the overtime desired list or work assignment list.

[M-01828](#) Memorandum of Understanding December 4, 2013

Re: Signing Overtime Lists

The parties agree that the installation head and branch president or their designees may mutually elect to develop a process that allows employees who transfer from another installation, or part-time flexibles and CCAs converted to full-time status after the two week period for signing the lists, to place their names on either the overtime desired list or work assignment list.

[M-01858](#) Memorandum of Understanding, April 1, 2015

Re: Signing Overtime Lists

Signing OTDL for Transferring Carriers and Converted PTFs and CCAs - The parties agree to continue to allow the installation head and branch president or their designees to mutually elect to develop a process that allows employees who transfer from another installation, or part-time flexibles and city carrier assistants (CCAs) converted to full-time status after the two-week period for signing the overtime desired lists, to place their names on either the overtime desired list or work assignment list.

[M-01878](#) Memorandum of Understanding, May 20, 2016

Re: Signing Overtime Lists

The parties agree to the following regarding employees transferred from another installation or part-time flexible city letter carriers and city carrier assistants who become full-time city letter carriers in the installation following the two week period for signing the overtime lists (Article 8.5.A).

[M-00756](#) Step 4 Settlement, May 22, 1987, H4N-3N-C 37461

The parties at this level agreed that a new rotation should begin with the start of each quarter for those carriers not on the Overtime Desired List.

60 Hour Limit

C-05860 National Arbitrator Mittenthal, April 11, 1986, H4C-NA-C 21, "First Issue"

An employee on the OTDL does not have the option of accepting or declining on the fifth scheduled workday, on the seventh day, or beyond eight hours on a non-scheduled day. Instead, an employee on the OTDL must work until the exhaustion of the 12 and 60 hour limits before an employee not on the list is required to work overtime.

C-06238 National Arbitrator Mittenthal, June 9, 1986, H4C-NA-C 21, "Fourth Issue"

The 60-hour limit is absolute, and that when reached, the employee may not be worked further.

No uniform remedy is appropriate for violations of the 12 and 60 hour limits. The remedy for such violations may be more than the penalty already paid the employee, but must be determined on a case-by-case basis according to consideration of aggravating and mitigating circumstances.

See C-06060, Mittenthal, May 12, 1986, for an earlier decision concerning the arbitrability of this dispute

C-07323 National Arbitrator Mittenthal, September 11, 1987, H4C-NA-C 21, "Third Issue"

"(An employee) having been sent home on his regularly scheduled before the end of his tour on account of the 60hour ceiling and having experienced on temporary change of schedule, must be paid for the hours he lost that day."

M-00612 Settlement Agreement, April 16, 1985

The 12 hours per day and 60 hours in a service week are to be considered upper limits beyond which full-time employees are not to be worked.

M-00859 Memorandum, October 19, 1988

The parties agree that with the exception of December, full-time employees are prohibited from working more than 12 hours in a single work day or 60 hours within a service week. In those limited instances where this provision is or has been violated and a timely grievance filed, full-time employees will be compensated at an additional premium of 50 percent of the base hourly straight time rate for those hours worked beyond the 12 or 60 hour limitation.

The employment of this remedy shall not be construed as an agreement by the parties that the Employer may exceed the 12 and 60 hour limitation with impunity.

As a means of facilitating the foregoing, the parties agree that excluding December, once a full-time employee reaches 20 hours of overtime within a service week, the employee is no longer available for any additional overtime work. Furthermore, the employee's tour of duty shall be terminated once he or she reaches the 60th hour of work, in accordance with Arbitrator Mittenthal's National Level Arbitration Award on this issue, dated September 11, 1987, in case numbers H4N-NA-C 21 (3rd issue) and H4NNA-C 27.

C-18926 National Arbitrator Snow, A90N-4A-C 94042668, September 1, 1998

The remedy provided for in the October 19, 1988, Memorandum ([M-00859](#), above) is the exclusive remedy for violation of the 12 and 60 work hour limits.

[M-00590](#) USPS Letter, January 29, 1985

Questions and answers concerning the penalty overtime provisions of Article 8.

[M-01508](#) JBC Letter, November 14, 1985

For the purposes of the application of Article 8, reference to the month of December in Article 8, Section 4 and 5 of the 1984 National Agreement be understood to mean four consecutive service weeks

Note: *The dates of the four week penalty overtime exclusion period are published each year in the Postal Bulletin.*

[M-01445](#) Step 4 Settlement, September 6, 2001, J94N-4J-C 99050117

The issue in this grievance concerns the application of the October 19, 1988, Overtime Memorandum and Arbitrator Snow's national level decision in Case No. A90N-4A-C 94041668, alleging separate violations of both the twelve hour and sixty hour limits (Article 8.5.G.2) within one service week.

We mutually agree that the remedy of 50% of the base hourly straight time rate provided in the Memorandum will apply for each hour worked in excess of twelve on a service day (excluding December) by a full time employee.

Further, we agreed that the remedy also applies to each hour worked by a full time employee in excess of the sixty during the same service week (excluding December) in which the full time employee has exceeded twelve hours in a service day. To avoid such payment, management must instruct the full time employee to "clock off" and go home; the full time employee would then be paid whatever guarantee applies for the remainder of the service day.

It is also agreed that in those circumstances where the same work hours of a full time employee simultaneously violate both the twelve hour and sixty hour limits (e.g., the thirteenth and fourteenth hour worked on the last service day of the service week are also the sixty-first and second of the service week), only a single remedy of 50% of the base hour straight time rate will be applied.

It is understood that the foregoing does not apply to part time flexible employees and has no impact on the manner by which part time flexible employees are paid penalty overtime pay pursuant to Article 8.4.E.

[M-01176](#) USPS Letter, July 20, 1993

The limitations contained in the National Agreement of 12 hours in a day and 60 hours in a week are inclusive of paid hours. If, for example, an employee had approved leave at the beginning of the service week for 24 hours, the maximum an employee is available to perform duty, i.e., to work, is 36 hours for the remainder of the service week.

Some questions received appear to contemplate that if an employee had leave of any type during the

week, we could require that individual to perform services up to 60 hours. This is not the intent nor is it the application of the principles underlying Article 8.

National Arbitrator Richard Mittenthal, in case H4C-NA-C 21 (Fourth Issue) stated that the 60-hour limit is absolute and no employee may be worked past that limitation.

M-01180 Step 4 Settlement, June 9, 1994, I90N-4I-C 94023487

The issue in this grievance is whether both "holiday leave pay" and "holiday worked pay" count toward the 60 hour work limitation found in Article 8.5.G.

During our discussion, we mutually agreed that "holiday leave pay" paid for an employee's holiday or designated holiday is counted toward the 60 hour limit. However, if an employee actually works on a holiday or designated holiday, only those work hours in excess of eight hours are added to the eight hours of "holiday leave pay" when determining hours which count toward the 60 hour limit.

Ten Hour Limit

M-00802 Step 4 Settlement, July 9, 1985, H1N-5D-C 32405

During our discussion, we mutually agreed with reference to Article 8, Section 5.F of the 1981 National Agreement, "no full-time regular employee will be required to work overtime on more than five (5) consecutive days in a week." There is no requirement that the five days must be within the same service week.

M-00958 Pre-arbitration Settlement, January 4, 1990, H4N-3U-C 34890

Consistent with the provisions of Article 8.5.F of the National Agreement, excluding December, a letter carrier who is not on an overtime desired list may not be required to work over ten (10) hours on a regularly scheduled day.

Twelve Hour Limit

The maximum daily hours an employee may be required to work is controlled by ELM 432.32 and Article 8, Section 5.

The maximum depends upon whether an employee is part-time or full-time and on whether a full-time employee is on the overtime desired list.

ELM Section 432.32 applies to all employees working in the letter carrier craft (including CCAs and part-time flexibles), even during the month of December. It provides:

432.32 Maximum Hours Allowed. Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the PMG (or designee). employees may not be required to work more than 12 hours in 1 service day. In addition, the total hours of daily service, including scheduled work hours, overtime **and mealtime** may not be extended over a period longer than 12 consecutive hours. Postmasters, Postal Inspectors, and exempt employees are excluded from

these provisions

ELM 432.32 specifically states that it applies "except as designated in labor agreements for bargaining unit employees". Thus, in the case of full-time employees on the OTDL, Article 8.5.G rather than ELM 432.32 is controlling. It should be noted that the term "work", as used in Article 8, means all paid hours, **excluding** lunch.

Read in conjunction Article 8.5 and ELM 432.32 establish the following:

ELM 432.32 applies to all employees. The national agreement does not contain any language creating an exception to the ELM provision. They may not be required to work more than 12 hours in 1 service day, even during December. The 12 hour period **includes** mealtime and may not be extended over a period longer than 12 consecutive hours.

Non-OTDL full-time employees. Article 8, Section 5.F specifically provides that, except in December, no full-time regular employee will be required to work overtime on more than four (4) of the employee's five (5) scheduled days in a service week or work over ten (10) hours on a regularly scheduled day, over eight (8) hours on a nonscheduled day, or over six (6) days in a service week.

During December, ELM 432.32 still applies to full time employees not on the Overtime desired List and they may not be required to work more than 12 hours in a service day. The 12 hour period includes mealtime and may not be extended over a period longer than 12 consecutive hours.

OTDL full-time employees Article 8.5.G creates an exception to the rule in ELM 432.32 for full-time employees on the Overtime Desired List. They may be required to "work" up to 12 hours in a service day. This 12 hour period **does not include** mealtime and thus may be extended over a period longer than 12 consecutive hours.

C-06775 National Arbitrator Mittenthal, January 19, 1987, H4C-NA-C 21, "Second Issue"

Management may not ignore the "pecking order" in holiday period scheduling under Article 11, Section 6 in order to avoid penalty overtime pay under Article 8. Management may not treat regular volunteers for holiday period work as having volunteered for up to twelve hours on whatever day(s) they are asked to work.

M-01282 Pre-arbitration Settlement February 26, 1997, E90N-4E-C 94053872

The issue in this case is whether management violated the National Agreement, specifically Section 432.32 of the Employee and Labor Relations Manual (ELM), by working part-time flexible city carriers over 12 hours in a day.

The parties agree that the decision rendered by Arbitrator Snow in case B90N-4B-C 94027390 provides sufficient guidance to address the issue in the instant case. In that case, the arbitrator ruled that ELM 432.32, as currently written, applies to Transitional Employees. It is clear from his ruling that ELM 432.32 also applies to part-time flexible employees. Therefore, this case will be remanded to the parties at the local level to determine the appropriate remedy.

M-01390 Step 4 Settlement, October 25, 1999, H94N-4H-C 99058338

The issue in this case is whether or not management violated the National Agreement, specifically ELM 432.32, when it worked a PTF over 12 hours in a day. Whether or not a remedy is due in such circumstances is not an interpretive issue. As such, the parties agreed to remand this case to the parties at Step 3 for application of ELM 432.32 and the Joint Contract Administration Manual (JCAM) pages 8-14 and 8-15.

M-01392 Step 4 Settlement, October 25, 1999, E94N-4E-C 99013960

The issue in this grievance is whether management violated the National Agreement when the grievant, who is on the work assignment list, worked a total of 12.5 hours, including a lunch break on a given day. After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that the Joint Contract Administrative Manual page 8-15 is applicable to this case, and states in part, that “Since ‘work’, within the meaning of Article 8.5.G does not include mealtime, the ‘total hours of daily service’ for carriers on the overtime desired list may extend over a period of 12.5 consecutive hours.”

M-01272 Step 4 Settlement, February 25, 1998, E94N-4E-C 96031540

The issue in this grievance is whether management violated Section 432.32 of the Employee and Labor Relations Manual (ELM), by requiring full-time employees (not on the OTDL or work assignment list) and part-time flexible employees to work more than twelve hours a day in the month of December.

After reviewing this matter, we mutually agreed to settle this case as follows:

1. In accordance with Section 432.32 of the Employee and Labor Relations Manual (ELM), part-time employees may not be required to work more than 12 hours in one service day, **even during December**, subject to the exceptions set forth in Section 432.32 of the ELM. The 12 hour period includes mealtime and may not be extended over a period longer than 12 consecutive hours.

In accordance with Section 432.32 of the Employee and Labor Relations Manual (ELM), full-time employees not on the OTDL or the work assignment list may not be required to work more than 12 hours in one service day, even during December, subject to the exceptions set forth in Section 432.32 of the ELM. The 12 hour period includes mealtime and may not be extended over a period longer than 12 consecutive hours.

M-01485 Step 4 Settlement, August 29, 2002, E98N-4E-C-02096819

The parties agree that Step B Teams have the authority to formulate a remedy when resolving disputes after finding a violation of the National Agreement, including cases where part-time flexibles were required to work beyond the 12 hour limit established in Part 432.32 of the Employee and Labor Relations Manual.

Overtime Desired List

M-01836 Memorandum of Understanding, March 31, 2014

Re: Signing Overtime Lists

The parties agree to the following regarding employees transferred from another installation or part-time flexible city letter carriers and city carrier assistants who become full-time regulars in the installation following the two week period for signing the overtime lists (Article 8.5.A):

The installation head and branch president or their designees may mutually elect to develop a process that allows employees who transfer from another installation or are converted to full-time following the sign-up period to place their names on either the overtime desired list or work assignment list.

Local procedures agreed to pursuant to this agreement will remain in effect through the term of this Memorandum. This agreement is effective from the date of signature until March 31, 2015, unless extended by mutual agreement of the national parties. However, either party may terminate this agreement earlier by providing 30 days written notice to the other party.

This agreement is reached without prejudice to the position of either party in this or any other matter and may only be cited to enforce its terms.

M-00366 Step 4 Settlement, January 10, 1980, N8-C-0191

There is no contractual obligation to utilize the Overtime Desired List when scheduling for holiday coverage. See also [M-00168](#).

M-00490 APWU Step 4 Settlement, January 16, 1981, H8N-5H-C 13110

An OTDL with columns for before tour, after tour and nonscheduled days is not in direct conflict with the National Agreement.

M-00858 Pre-arbitration Settlement, September 12, 1988, H4N-5K-C 4489

During our discussion we mutually agreed that management may not unilaterally remove an employee's name from the Overtime Desired List if the employee refuses to work overtime when requested. However, employees on the overtime desired list are required to work overtime except as provided for in Article 8, Section 5.E.

M-00130 Step 4 Settlement, November 24, 1978, NCC 12937

There is no contractual obligation for management to post the Overtime Desired List daily.

Work Assignment List

M-00589 Work Assignment Agreement May 28, 1985

The Postal Service will provide the opportunity, on a quarterly basis, for full-time letter carriers to indicate a desire for available overtime on their work assignment on their regularly scheduled days.

All full-time letter carriers are eligible to indicate their desire for "work assignment" overtime and by

doing so are to work the overtime as specified on their regularly scheduled days.

T-6 or utility letter carriers would be considered available for overtime on any of the routes in their string.

Reserve Letter Carriers and unassigned regulars desiring "work assignment" overtime would be eligible for overtime on the assignment on which they are working on a given day.

An annotation on the overtime desired list (ODL) may be used to identify employees desiring "work assignment" overtime.

The ODL provided for in Article 8, Section 5, would continue to function.

"Work assignment" overtime will not be considered in the application of Article 8, Section 5.C.2.b.

Once management determines that overtime is necessary for full-time letter carriers, if the carrier has signed up for "work assignment" overtime, the carrier is to work the overtime as assigned by management.

Full-time carriers signing up for "work assignment" overtime are to be considered available for up to 12 hours per day on regularly scheduled days. However, the parties recognize that it is normally in their best interests not to require and employees to work beyond 10 hours per day, and managers should not require "work assignment" volunteers to work beyond 10 hours unless there is not an equally prompt and efficient way in which to have the work performed.

Penalty pay would be due for work in excess of 10 hours per day on 4 of 5 regularly scheduled days.

Penalty pay would be due for overtime work on more than 4 of the employee's 5 scheduled days.

Management could schedule employees from the ODL to avoid paying penalty pay to the carrier on his/her own work assignment.

M-01273 Step 4 Settlement, January 2, 1997, B94N-4F-C 96069778

The issue in this case is whether those Memorandums of Understanding not included in the EL-901, National Agreement, are still in effect.

The parties agreed that the Memorandums of Understanding printed in the EL-901, National Agreement, between the U.S. Postal Service and the National Association of Letter Carriers for 1994-1998, are not the only Memorandums of Understanding in effect and that the "Work Assignment Overtime" Memorandum of Understanding, dated May 28, 1985, is in full force and effect.

M-01232 Step 4 Settlement, September 11, 1995, D90N-4D-C 95038004

The parties agree Reserve Letter Carriers and unassigned regulars who are on the work assignment list are eligible for overtime on the assignment on which they are working on a given day. See also [M-01252](#).

M-00910 Step 4 Settlement, April 6, 1989, H4N-3Q-C 62592

If the need for overtime arises on a shop steward's route as a result of investigation and/or processing of grievances, and the shop steward has signed for work assignment overtime, the resulting overtime is considered part of the carrier's work assignment for the purpose of administering the overtime desired list.

M-01280 Step 4 Settlement, January 28, 1997, D94N-4D-96068072

The issue in this grievance is whether management violated the National Agreement by providing auxiliary assistance from the Overtime Desired List to a Work Assignment List employee's route, which had overtime work as a result of the "own route" carrier performing union steward duties.

As a result of these discussions, the parties are in agreement that, once management determines that overtime is necessary for full-time letter carriers, if the carrier is signed up for "work assignment" overtime, the carrier is to work the overtime as assigned by management. Full-time carriers signing up for "work assignment" overtime are to be considered available for up to 12 hours per day on regularly scheduled days. However, management could schedule employees from the Overtime Desired List to avoid paying penalty pay to the carrier on his/her own work assignment.

M-00911 Step 4 Settlement, February 22, 1989, H4N-4G-C 13743

A letter carrier who signs for work assignment overtime is both entitled and obligated to work any overtime that occurs on the carrier's assignment on a regularly scheduled day, except when the carrier would perform the work at the penalty overtime rate and when another carrier who had signed the regular OTDL could perform the work at the regular overtime rate.

Note: *This settlement does not preclude management assigning overtime to a casual or a PTF rather than an employee on the work assignment list. See C-06103 Mittenthal and C-00675 Zumas.*

M-01252 Step 4 Settlement, December 3, 1996, H90N-4H-C 95035135

It appears that the following language from the May 28, 1985 letter concerning the agreed-to scheduling methodology for letter carriers is applicable in this case:

B. All full-time letter carriers are eligible to indicate their desire for "work assignment" overtime as specified on their regularly scheduled days.

T-6 or utility letter carriers would be considered available for overtime on any of the routes in their string.

Reserve Letter Carriers and unassigned regulars desiring "work assignment" overtime would be eligible for overtime on the assignment on which they are working on a given day.

See also [M-00589](#) and [M-01232](#).

Mandatory Overtime

M-00833 Joint Statement, June 8, 1988

The "letter carrier paragraph" of the 1984 Overtime Memorandum obligates management to seek to

use auxiliary assistance, when available, rather than requiring a regular letter carrier not on the Overtime Desired List to work overtime on his/her own assignment on a regular scheduled day.

[M-00326](#) Step 4 Settlement, Decision July 26, 1972, N-C-711(47)

A review of the material submitted at the fourth step level indicates that the grievants did inform management of their inability to complete their routes in 8 hours. Further, it was demonstrated that they were ordered by management to complete the routes. (Although there was no expressed authorization to complete the delivery of the mail on an overtime basis, the permission would be inherent in the authorization to continue delivery after notification that the grievants were unable to complete the routes.) Therefore, the grievants shall be awarded overtime for the exact amount of time worked on April 7, 1972.

[C-03319](#) National Arbitrator Aaron, April 12, 1983, H8N-5B-C 17682 (Torrance CA)

The Postal Service violated the National Agreement by calling in an employee not on the overtime desired list when employees who were on the list were on duty. See also [M-01124](#).

[C-06297](#) National Arbitrator Mittenthal, June 26, 1986, H4C-NA-C 21,"Fifth Issue"

The letter carrier paragraph regarding use of auxiliary assistance is a commitment which may be enforced through the grievance-arbitration procedure. Assuming a violation of the "letter carrier paragraph" of the Article 8 Memorandum no money remedy is appropriate. If management violates the letter carrier paragraph the Postal Service should be ordered to cease and desist. "Should the postal facility in question thereafter fail to comply with such an order, a money remedy might well be appropriate."

[M-00730](#) Step 4 Settlement, December 2, 1977, NCS 8526

Auxiliary assistance is normally granted on the street. However, this does not preclude management from granting auxiliary assistance in the office.

[M-01016](#) Step 4 Settlement, October 10, 1991, H7N-5R-C 16882

We agreed that the term "auxiliary assistance" as used in the Letter Carrier paragraph of the Article 8 MOU does include the use of part-time flexibles at the overtime rate.

[C-03226](#) National Arbitrator Garrett, January 8, 1979, NC-C-7933

The inescapable conclusion is that the language of 8.5.E on its face reflects an intent to confer relatively broad discretion on local management to excuse employees from overtime work for any one of a number of legitimate reasons "based on equity".

[M-00884](#) Memorandum of Understanding, December 20, 1988

This Memorandum of Understanding represents the parties' consensus on clarification of interpretation and issues pending national arbitration regarding letter carrier overtime as set forth herein. In many places in the country there has been continued misunderstanding of the provisions of Article 8 of the National Agreement; particularly as it relates to the proper assignment of overtime

to letter carriers. It appears as if some representatives of both labor and management do not understand what types of overtime scheduling situations would constitute violations and which situations would not. This Memorandum is designed to eliminate these misunderstandings.

- 1) If a carrier is not on the Overtime Desired List (ODL) or has not signed up for Work Assignment overtime, management must not assign overtime to that carrier without first fulfilling the obligation outlined in the "letter carrier paragraph" of the Article 8 Memorandum. The Article 8 Memorandum provides that "... where management determines that overtime or auxiliary assistance is needed on an employee's route on one of the employee's regularly scheduled days and the employee is not on the overtime desired list, the employer will seek to utilize auxiliary assistance, when available, rather than requiring the employee to work mandatory overtime." Such assistance includes utilizing someone from the ODL when someone from the ODL is available.
- 2) The determination of whether management must use a carrier from the ODL to provide auxiliary assistance under the letter carrier paragraph must be made on the basis of the rule of reason. For example, it is reasonable to require a letter carrier on the ODL to travel for five minutes in order to provide one hour of auxiliary assistance. Therefore, in such a case, management must use the letter carrier on the ODL to provide auxiliary assistance. However, it would not be reasonable to require a letter carrier on the ODL to travel 20 minutes to provide one hour of auxiliary assistance. Accordingly, in that case, management is not required to use the letter carrier on the ODL to provide auxiliary assistance under the letter carrier paragraph.
- 3) It is agreed that the letter carrier paragraph does not require management to use a letter carrier on the ODL to provide auxiliary assistance if that letter carrier would be in penalty overtime status.
- 4) It is further agreed that the agreement dated July 12, 1976, signed by Assistant Postmaster General James C. Gildea and NALC President James H. Rademacher, is not in effect. In cases where management violates the letter carrier paragraph by failing to utilize an available letter carrier on the ODL to provide auxiliary assistance, the letter carrier on the ODL will receive as a remedy compensation for the lost work opportunity at the overtime rate.

M-00833 Joint Statement June 8, 1988

When full-time regular employees not on the Overtime Desired List are needed to work overtime on other than their own assignment, or on a non-scheduled day, Article 8, Section 5.D, requires that they be forced on a rotating basis beginning with the junior employee. In such circumstances management may, but is not required to seek volunteers from non-OTDL employees.

M-00958 Pre-arbitration Settlement, January 4, 1990, H4N-3U-C 34890

Consistent with the provisions of Article 8.5.F of the National Agreement, excluding December, a letter carrier who is not on an overtime desired list may not be required to work over ten (10) hours on a regularly scheduled day.

M-00543 Step 4 Settlement, June 21, 1985, H1N-5K-C 26406

Management is not required to solicit volunteers before assigning overtime to employees under Article 8, Section 5.D.

M-00145 Step 4 Settlement, March 25, 1977, NCE 5100

Local management may require non-volunteers to work overtime on a rotating basis starting with the junior employee after the overtime desired list is exhausted. Article VIII, section 5 of the National Agreement does not require that the junior employees be required to work prior to working volunteers on overtime.

M-00776 Step 4 Settlement, March 28, 1977, NCE 4790

When no letter carriers from the Overtime Desired List are available, management has the option of mandating overtime by juniority, of using part-time flexible employees, of asking for volunteers, or pivoting work on vacant routes.

M-00827 Step 4 Settlement, May 22, 1987, H4N-3N-C 37461

Employees not on the OTDL forced to work overtime in accordance with Article 8.5.D shall begin a new period of rotation with the start of each quarter.

M-00949 Step 4 Settlement, October 6, 1989, H7N-2B-C-20490

When a route is adjusted by providing router assistance, The work assigned to the router is not part of the route for overtime purposes.

Overtime Distribution

M-01886 Memorandum of Understanding, August 28, 2017

Re: Article 8.5.C.2 Overtime Assignments (Revised Language)

NALC and USPS agree that absent local agreement to apply the new provisions of Article 8.5.C.2.e and 8.5.C.2.f of the 2016-2019 National Agreement earlier than Oct. 1, 2017, these provisions will be effective Oct. 1, 2017.

M-00573 Settlement Agreement, July 12, 1973

The United States Postal Service and the National Association of Letter Carriers, AFL-CIO, agreed to the principles to be used in the application of Article VIII, Section 5.C.2. of the 1975 National Agreement.

M-00592 Settlement Agreement, July 12, 1976

Settlement agreement between USPS and NALC regarding the principles to be used in the application of Article VIII, Section 5.C.2. Duplicate of M-00573.

M-00854 Pre-arbitration Settlement, August 30, 1988, H4N-5K-C 16868

Article 8, Sections 5.C.1.a and b., do not apply to the Letter Carrier craft.

[C-06364](#) National Arbitrator Bernstein, September 14, 1986, H1N-5-G-C 2988

In determining "equitable" distribution of overtime, the number of hours of overtime as well as the number of opportunities for overtime must be considered. See also [M-00370](#).

[C-06103](#) National Arbitrator Mittenthal, November 26, 1980, M8-W-0032

The Postal Service may award overtime work to part-time flexible employees prior to full-time regular employees on an "Overtime Desired" List and such action is not a violation of Article VIII, Section 5 of the 1978 National Agreement.

[C-00675](#) APWU National Arbitrator Zumas, November 21, 1985, H1C-4K-C 27344

The Postal Service is not contractually obligated to schedule full-time employees on the OTDL rather than utilize casual employees on overtime.

[C-03319](#) National Arbitrator Aaron, April 12, 1983, H8N-5B-C 17682 (Torrance CA)

The Postal Service violated the National Agreement by calling in an employee not on the overtime desired list when employees who were on the list were on duty. See also [M-01124](#).

[C-00790](#) National Arbitrator Gamser, October 21, 1982, H8T-4H-C 10343

Time spent receiving medical treatment for an on-the-job injury at the direction of the Postal Service in order to minimize Postal Service Compensation liability constitutes work time for overtime purposes under Article VIII, Section 4 of the National Agreement; the Arbitrator will not deal with external law.

[C-06103](#) National Arbitrator Mittenthal, November 26, 1980, M8-W-0032

A Local Memorandum of Understanding providing that craft employees on the "Overtime Desired" List who were off on vacation shall be contacted in the proper order of selection only for overtime needed on their lay-off days is inconsistent with Article VIII, Section 5.C.1. of the National Agreement.

Note: *The above decision in a Mailhandler case is not applicable in the carrier craft. It was based on Article 8, Section 5.C.1, which does not apply to the Letter Carrier craft (See [M-00854](#)).*

[M-00833](#) Joint Statement, June 8, 1988

Article 8, Section 5.C.2.b, requires that overtime opportunities must be equitably distributed during the quarter.

Accordingly, whether or not overtime opportunities have been equitably distributed can only be determined on a quarterly basis. In determining equitability consideration must be given to total hours as well as the number of opportunities.

[M-00833](#) Joint Statement, June 8, 1988

The Overtime Desired Lists control the distribution of overtime only among full-time regular letter carriers. Management may assign overtime to a PTFS or casual employees rather than to full-time regular employees who are either signed up for "work assignment" overtime or OTDL. Overtime opportunities for carriers on the regular OTDL are not distributed by seniority or on a rotating basis. Nor is a carrier on the regular OTDL ever entitled to any specific overtime, even if it occurs on his/her own route.

[M-00112](#) Step 4 Settlement, October 31, 1978, NCS 12379

There are no requirements that overtime be scheduled according to seniority in the letter carrier craft.

[M-00372](#) Step 4 Settlement, November 30, 1977, NCS 8975

There is nothing which precludes management from utilizing part-time flexible employees in an overtime status prior to utilizing Full-Time Regular employees who are on the Overtime Desired List.

[M-00923](#) Step 4 Settlement, June 27, 1977, NCS-6094

A letter carrier on the regular overtime-desired list does not have an absolute right to all overtime on his/her route.

[M-00754](#) Pre-arbitration, Settlement, April 16, 1985, H1N-3F-C 25958

An employee who cannot be contacted to work on his/her nonscheduled day will not have that call recorded as a missed opportunity. The day in question also will not be counted as a day where the employee was available for overtime.

[M-00362](#) Pre-arbitration, Settlement April 16, 1985, HIN-3F-C 25958, HIN-3F-C 29805, HIN-3F-C 27838

[M-00362](#) is a duplicate of [M-00754](#).

[M-00587](#) Step 4 Settlement, November 9, 1981, H8N-3P-C 16890

When a hand-off is used as an adjustment, the hand-off is considered to be part of the route through which it is delivered for purposes of the OTDL.

[M-00492](#) Step 4 Settlement, March 12, 1984, H1N-5H-C 18583

Normally, employees on the overtime desired list who have annual leave immediately preceding and/or following nonscheduled days will not be required to work overtime on their off days. However, if they do desire, employees on the overtime desired list may advise their supervisor in writing of their availability to work a nonscheduled day that is in conjunction with approved leave. See also [M-00124](#).

[M-00124](#) Step 4 Settlement, August 31, 1977, NCE 7425

Management will contact the employees who were on sick leave or annual leave the day prior to their

nonscheduled day when overtime duties are available for those employees. See also [M-00492](#).

[M-00169](#) USPS Memorandum, August 14, 1974

Employees selected from the "Overtime Desired" list for overtime work may not refuse the overtime assignment, however, an employee may request to be excused from such overtime assignment in exceptional cases based on equity.

[M-00771](#) Step 4 Settlement, April 28, 1977, NCC 4645

The postmaster is instructed that in the future, when someone other than the employee answers telephone requests to work overtime, to take the necessary measures to ensure that the employee has declined the opportunity to work.

[M-00291](#) Step 4 Settlement, February 8, 1984, H1N-5D-C 16445

A full-time regular letter carrier is considered to be a qualified craft employee, and the overtime provisions in Article 8 do not provide for the assignment of the "best qualified" employee available. See also [M-00196](#).

[M-00183](#) Step 4 Settlement, February 14, 1974, NBE 610(18V6)

There is no contractual requirement to distribute overtime in an equitable basis among employees not on the overtime desired list.

[M-00135](#) Pre-arbitration Settlement, July 1, 1982, H8N-5D-C 18624

Overtime worked by a letter carrier on the employee's own route on one of the employee's regularly scheduled days is not counted as an "overtime opportunity" for the purposes of administration of the overtime desired list. Overtime that is concurrent with (occurs during the same time as) overtime worked by a letter carrier on the employee's own route on one of the employee's regularly scheduled days is not counted as an "opportunity missed" for purposes of administration of the overtime desired list. See also [M-00113](#).

[M-00113](#) Step 4 Settlement, September 23, 1976, NCW 2811

The amount of overtime accrued on the grievant's own route on regularly scheduled days will not deter him from receiving equitable overtime opportunities on his nonscheduled day if he is on the Overtime Desired list. See also [M-00135](#).

[M-00370](#) Step 4 Settlement, May 24, 1984, H1N-4J-C 26500

In order for overtime opportunities to be distributed equitably in accordance with Article 8, Section 5, the number of hours per opportunity may be considered along with all the other factors such as leave, light duty, qualifications, off days, refusals, unavailability, etc. For example, the fact that one employee received an opportunity to work 8 hours overtime and another employee received an opportunity to work 1 hour overtime may not be the sole criteria for determining equitable opportunity, particularly, when there is considerable time left in the quarter. On the other hand, there is no requirement that overtime hours be equal. Each situation must be handled on a case-by-

case basis.

M-00241 Step 4 Settlement, July 3, 1972, N-E-380

The incidental detailing of a part-time flexible employee from another post office for the sole reason of avoiding overtime, will be discontinued. See also [C-05114](#), Aaron.

M-01396 Step 4 Settlement, October 25, 1999, I94N-4I-C 99212744

The issue in this grievance is whether the incidental detailing of a PTF employee from another post office was done for the sole purpose of avoiding overtime. Whether or not the detailing of the PTF employee was done for the sole purpose of avoiding overtime is a local issue suitable for local determination.

M-01006 Step 4 Settlement, April 18, 1983, H1N-3W-C 14251

The question raised in this grievance involved whether the assignment of an employee to perform work in another craft while on overtime must be on a voluntary basis.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case.

The parties agree that overtime assignments are not determined by the employee. Management may assign employees to perform work in another craft while they are on overtime. It is further understood that these assignments are predicated on the individual fact circumstances but must be in accordance with Article 7, Section 2, of the National Agreement.

M-01124 Step 4 Settlement, March 1, 1993, HoN-3U-C 12426

We mutually agreed that the interpretive aspects of this dispute were addressed by Arbitrator Aaron in case H8N-5B-C 17682. We further agreed that a determination of whether or not a violation occurred in these cases is not an interpretive question and must be based on the specific fact circumstances of the cases. See also [C-03319](#).

M-01133 Step 4 Settlement, August 1, 1983, H1C-1E-C 3325

The question raised in this grievance involved whether the grievant is entitled to overtime opportunities he may have missed because 5 casual employees worked beyond the expiration date of their 21-day Christmas casual appointment.

After further review of this matter, we mutually agreed to resolve this grievance. Based upon the facts presented in this case, the grievant will be paid 8 hours at the appropriate overtime rate.

Operational Windows

M-01548 NALC Publication, CAU White Paper, Overtime, Staffing, and Simultaneous Scheduling, May 2006

The primary source for information and arguments concerning "Operational Windows and "

"Simultaneous Scheduling." Since NALC and the Postal Service have not reached agreement on these issues, they are not discussed in the JCAM.

[C-13902](#) National Arbitrator Mittenthal, January 14, 1991, H4C-NA-C 30

APWU award in national level "simultaneous scheduling" case. See also [C-09897](#), Mittenthal.

Overtime T-6

Prior to the 1998 National Agreement, a carrier technician was referred to as a "T-6". The following settlements, although referring to T-6, apply to Carrier Technicians also.

[M-00589](#) Work Assignment Agreement, May 28, 1985

T-6 or utility letter carriers would be considered available for overtime on any of the routes in their string.

The national parties have agreed that once management has determined overtime will be assigned to a full-time regular:

5. A T-6 or utility carrier who has signed for work assignment overtime has both a right and an obligation to work any overtime that occurs on any of the five component routes on a regularly scheduled day. However, management is not required to work the T-6 or utility carrier at the penalty overtime rate if there is a carrier from the regular overtime list available to perform the work at the regular overtime rate.

2.a. When overtime is required on the regularly scheduled day of the route of a carrier who is on the OTDL and whose T-6 or utility carrier is on the work assignment list, the T-6 or utility carrier is entitled to work the overtime.

2.b. When overtime is required on the regularly scheduled day of the route of a carrier who is on the work assignment list and whose T-6 or utility carrier is also on the work assignment list, the regular carrier on the route is entitled to work the overtime.

[M-01322](#) Step 4 Settlement, October 2, 1998, E94N-4E-C 98097684

The issue in this grievance concerns the application of overtime provision of Article 8 Section 5 to T-6 letter carriers. During our discussion we mutually agreed that:

A T-6 carrier technician not on the Overtime Desired List or Work Assignment List may, in accordance with Article

8.5.C.2.d be required to work overtime on the specific route to which properly assigned on a given day only after management has fulfilled its obligation under the "letter carrier paragraph" to seek available auxiliary assistance.

A T-6 carrier technician not on the Overtime Desired List or Work Assignment List may be required to work overtime on routes other than the specific route to which properly assigned on a given day only in compliance with Article 8, Section 5.D in which assignments are rotated among those not on

the Overtime Desired List or Work Assignment List, by juniority.

We further agree that the above understanding does not conflict with or modify the May 18, 1985, Work Assignment Agreement which provides that the T-6 letter carriers are considered available for "work assignment" overtime on any of the routes in their string.

M-01323 Step 4 Settlement, October 2, 1998, C94N-4C-C 98099737

The issue in these grievances concerns the application of the overtime provisions of Article 8, Section 5 to T-6 letter carriers. During our discussion, we mutually agreed that:

Overtime worked by a T-6 carrier on the Overtime Desired List on the specific route to which properly assigned on a given day is not counted in the consideration of the equitable distribution of overtime hours worked and opportunities offered at the end of the quarter.

Overtime worked by a T-6 carrier on the Overtime Desired List is counted in the consideration of the equitable distribution of overtime hours worked and opportunities offered at the end of the quarter when: a) the overtime is not on a regularly scheduled day; or b) the overtime is worked on any route in the delivery unit other than the specific route to which properly assigned on a given day.

We further agree that the above understanding does not conflict with or modify the May 28, 1985, Work Assignment Agreement which provides that the T-6 letter carriers are considered available for "work assignment" overtime on any of the routes in their string.

Remedy for Violations

C-00938 National Arbitrator Gamser, August 25, 1976, ABS 1659

Retroactivity for failure to make out-of-schedule overtime payments may only go back to fourteen days prior to the date on which the Union and the grievant learned of the violation.

C-03200 National Arbitrator Gamser, April 3, 1979, NCS 5426

The Postal Service must pay employees deprived of "equitable opportunities" for the overtime hours they did not work only if management's failure to comply with its contractual obligations under Section 5.C.2 shows a "willful disregard or defiance of the contractual provision, a deliberate attempt to grant disparate or favorite treatment to an employee or group of employees, or caused a situation in which the equalizing opportunity could not be afforded within the next quarter. In all other cases, Gamser held, the proper remedy is to provide " an equalizing opportunity in the next immediate quarter, or pay a compensatory monetary award if this is not done."

C-06775 National Arbitrator Mittenthal, January 19, 1987, H4C-NA-C 21, "Second Issue"

Management may not ignore the "pecking order" in holiday period scheduling under Article 11, Section 6 in order to avoid penalty overtime pay under Article 8. Management may not treat regular volunteers for holiday period work as having volunteered for up to twelve hours on whatever day(s)

they are asked to work.

M-00697 Step 4 Settlement, October 24, 1978, NCC 11037

The initial instruction that the grievant work off-day overtime was later canceled. There are no provisions for granting a financial remedy.

M-00884 Memorandum of Understanding, December 20, 1988

It is further agreed that the agreement dated July 12, 1976, signed by Assistant Postmaster General James C. Gildea and NALC President James H. Rademacher (M-00592), is not in effect. In cases where management violates the letter carrier paragraph by failing to utilize an available letter carrier on the ODL to provide auxiliary assistance, the letter carrier on the ODL will receive as a remedy compensation for the lost work opportunity at the overtime rate.

M-00919 Step 4 Settlement, April 13, 1989, H4N-1K-C 34118

A full-time employee sent home upon reaching the sixty (60) hour limit after having worked a partial nonscheduled day is entitled to be paid for the eight (8) hour guarantee provided in Article 8.8.B. Accordingly, the grievant in this case shall be paid for four (4) hours at the time and one-half rate.

M-01209 Step 4 Settlement, October 6, 1994, A90N-4A-C 94023396

The question raised in this grievance involves the scheduling of non-ODL letter carriers to work overtime rather than ODL letter carriers.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Whether or not management properly schedules ODL and non-ODL carriers on any given day is a local dispute which is suitable for regional arbitration. It is further understood that the remedy for a violation, if any, any not result in the carrier exceeding the workhour limitations of Article 8.5.G for the service day and service week in question.

M-00764 Pre-arbitration Settlement, Undated, N-N-1090 (11V2)/V72-1833, RA-73-1115

Employees may be disciplined for use of unauthorized overtime, but not by withholding pay for overtime actually worked.

M-01133 Step 4 Settlement, August 1, 1983, H1C-1E-C 3325

The question raised in this grievance involved whether the grievant is entitled to overtime opportunities he may have missed because 5 casual employees worked beyond the expiration date of their 21-day Christmas casual appointment.

After further review of this matter, we mutually agreed to resolve this grievance. Based upon the facts presented in this case, the grievant will be paid 8 hours at the appropriate overtime rate.

See also

[Limited Duty](#)

[C-06462](#) **National Arbitrator Mittenthal, September 19, 1986, H1C-NA-C 121-122**

Management may require an employee to be examined by a Postal Service physician only in non-emergency situations where the examination will not interfere or delay the employee's appointment with his chosen physician.

[C-12424](#) **National Arbitrator Mittenthal, October 5, 1992, H7N-1P-C 23321**

A local policy requiring medical clearance by the Division Medical Officer for return to duty following non-occupational illness or injury was not a violation of the Agreement. To the extent that the policy was applied to those returning from an extended absence due to occupational illness or injury, it would be in conflict ELM section 864.42, and would thus be a violation of the Agreement.

[C-04162](#) **National Arbitrator Aaron, February 27, 1984, HIN-NAC-C 3**

Local and regional departures from the procedures set forth in Sub-chapter 540 of the ELM are in conflict with those procedures and therefore with the National Agreement. Article 19 does not distinguish between national, local, and regional levels of management.

[C-00790](#) **National Arbitrator Gamser, October 21, 1982, H8T-4H-C 10343**

Time spent receiving medical treatment for an on-the-job injury at the direction of the Postal Service in order to minimize Postal Service Compensation liability constitutes work time for overtime purposes under Article VIII, Section 4 of the National Agreement; the Arbitrator will not deal with external law.

[C-19547](#) **APWU National Arbitrator Dobranski, G94C-4G-C 96077397, June 1, 1999**

The union notification provisions of Article 7, Section 2.A of the National Agreement do not apply to permanent Rehabilitation Program full-time assignments made under ELM Section 546.

[M-01807](#) **USPS Letter to Area Vice Presidents, March 19, 2012**

Subject: Employee Medical Restrictions

When craft employees provide medical documentation indicating that they have a disability and cannot work more than eight hours, or that they require other accommodations that may impact their ability to deliver the mail in an efficient manner, this can be challenging for a manager with limited resources who is trying to move the mail.

However, the answer is neither to work disabled employees outside of their restrictions, nor to discipline them for being unable to complete their route. Significant liability may result from those courses of action.

A decision was recently issued against the Postal Service in an Equal Employment Opportunity

Commission (EEOC) case based upon a finding of disability discrimination and retaliation. The EEOC Administrative Judge awarded the employee, a letter carrier, \$200,000 in compensatory damages, 39 days of back pay, \$12,420 for psychological treatment, and \$115,659 in attorney fees, expert witness fees and costs.

This case is significant because it highlights a growing trend in USPS EEOC complaints/allegations that managers are disregarding employees' medical restrictions. In this particular case, the judge found that management was on notice of the carrier's restrictions by virtue of medical documentations she had submitted to management, as well as her statements regarding those restrictions. The carrier's primary restrictions were a limitation that she could work no more than eight hours per day and a requirement that she be granted a ten minute stretch break every hour. The judge determined that the carrier was frequently required to work more than eight hours and that her workload was not adjusted to allow for the ten minute breaks. There was also a finding that the carrier was harassed when she attempted to abide by her medical restrictions.

Human Resources and the Law Department have more appropriate ways to work through these issues. Therefore, it is critical that operations managers seek their assistance when faced with medical restrictions to ensure that the proper process is followed, and to ensure that Postal Service operational and financial resources are not compromised. There are valuable resources at <http://blue.usps.gov/uspslaw/ReasonableAccom.htm> on reasonable accommodations, including area law office contacts.

M-00797 Step 4 Settlement, April 3, 1987, H4C-3A-C 25605

Forms CA-8 must be made available to employees in limited duty status on all tours.

M-01117 Management Instruction, MI EL 540-91-1, January 25, 1991

B. Free Choice

1. Physician. Under the Federal Employees' Compensation Act (FECA), an employee is guaranteed the right to a free choice of physician. The employee's immediate supervisor is responsible for fully explaining this right to the employee. The following provisions apply:

a. The postal medical officer or contract physician's evaluation is not required before an employee makes an initial choice of physician or receives continuation of pay. If an employee declines first aid treatment or medical evaluation by the postal medical officer or contract physician, authorization for first aid medical examination and treatment by the physician of the employee's choice must not be delayed or denied. An employee's declination in such cases may not be used as a basis to discontinue pay or to controvert a claim.

b. If the postal medical officer, contract physician, or health unit nurse provides initial evaluation and/or first aid treatment to an employee and then further medical care for the injury is needed, such an initial evaluation or treatment does not constitute the employee's initial choice of physician. An employee may elect either to continue medical treatment with the contract physician beyond the

first aid treatment or to select a physician of his or her own choice.

c. If an employee elects to continue medical treatment with the postal medical officer or contract physician beyond the first aid treatment, that physician becomes the employee's initial physician of choice.

2. Timing. An employee cannot be required or compelled to undergo medical examination and/or treatment during nonwork hours.

M-01428 Pre-arbitration Settlement, February 18, 1999, A94N-4A-C 979019738

The issue in this case is whether management violated the National Agreement when it contacted limited duty employees' physicians to receive information and/or clarification on a carrier's medical progress.

The Office of Workers' Compensation Programs (OWCP), U.S. Department of Labor issued new regulations governing the administration of the Federal Employees' Compensation Act (FECA) effective January 4, 1999. The specific regulation that is germane to the instant case is 20 CFR 10.506 which specifically prohibits phone or personal contact initiated by the employer with the physician. See also [M-01117](#).

C-00936 National Arbitrator Aaron, January 24, 1983, H1C-5D-C 2128

Pursuant to the provisions of 546.141 of the ELM, A fulltime rural carrier who has incurred an on-the-job injury must be offered a full-time regular position in another craft that minimizes adverse or disruptive impact on the employee.

C-00843 National Arbitrator Aaron, September 3, 1982, H8-C-4A-C 11834

Employees who had been on compensation under the Federal Employees' Compensation Act and who after more than one year were partially recovered from their injuries and were reinstated to the same level and step they had occupied at the time of their separation were not entitled to the salary levels they would have occupied had they been continuously employed from the dates of their separation to the dates of their reinstatement.

Arbitrator Aaron decided this case as a purely contractual issue and declined to look at external law. It is the position of the NALC that, notwithstanding Arbitrator Aaron's decision in this case, the Federal Employees' Compensation Act requires that employees, who have been on compensation for more than one year and are partially recovered from injuries, are when reinstated entitled to the salary levels they would have occupied had they been continuously employed from the dates of their separation to the dates of their reinstatement. The Contract Administration Unit should be contacted in any cases concerning this issue.

M-00744 USPS Letter, April 7, 1980

The Federal Employees Compensation Act and Postal Service policy prohibit taking action discouraging the reporting of an accident or the filing of a claim for compensable injury with the

M-01385 Step 4 Settlement, June 15, 1999, E94N-4E-C 98037067

The first issue contained in this case is whether management violated the National Agreement when it telephonically contracted limited duty employees' physicians to receive information and/or clarification on a carrier's medical progress. The second issue is whether management violated the National Agreement when it contacted limited duty employees' physicians to receive information and/or clarification on a carrier's medical progress by letter and did not send a copy of the letter to the carrier. During our discussion, it was mutually agreed to close this case at this level with the following understanding.

The Office of Workers' Compensation Programs (OWCP), U.S. Department of Labor issued new regulations governing the administration of the Federal Employees Compensation (FECA) effective January 4, 1999. The specific regulation that is germane to the instant case is 20 CFR 10.506 which specifically prohibits phone or personal contact initiated by the employer with the physician. The EL505 Section 6.3 specifically states that the employee will be sent copies of such correspondence.

M-01681 Department of Labor, Office of Workers Compensation Programs, April 8, 2008

Response to NALC inquiry:

The Postal Accountability and Enhancement Act modified section 8117 of the Federal Employees' Compensation Act (FECA) to read:

A Postal Service employee is not entitled to compensation or continuation of pay for the first 3 days of temporary disability, except as provided under paragraph (3) of subsection (a). A Postal Service employee may use annual leave, sick leave, or leave without pay during that 3-day period, except that if the disability exceeds 14 days or is followed by permanent disability, the employee may have their sick leave or annual leave reinstated or receive pay for the time spent on leave without pay under this section.

Based on this amendment to the FECA, a U.S.P.S. employee may use annual leave, sick leave or leave without pay during the statutory three-day waiting period prior to accruing the right to compensation for temporary disability lasting less than fourteen days.

M-01585 Department of Labor, Office of Workers Compensation Programs, April 12, 2000

Response to a question regarding 20 C.F.R. 10.506, which limits employing agencies to written contact with physicians treating injured workers covered by FECA.

M-01625 Department of Labor, Office of Workers Compensation Programs, June 27, 2007

Response to a joint NALC/USPS question regarding 20 CFR 10.215(b), which provides:

The first COP day is the first day disability begins following the date of injury (providing it is within the 45 days following the date of injury), except where the injury occurs before the beginning of the work day or shift, in which case the date of injury is charged to COP.

[M-00444](#) Step 4 Settlement, July 19, 1977, NCC 5607

While the control office in this case is located in the main office, each station and branch of the Columbus facility is supposed to have control point personnel available for employees to report to when an injury occurs as well as reporting back to after being off work on continuation of pay.

[M-00173](#) Pre-arbitration Settlement, October 7, 1981, H8N-5L-C 11249

An employee may be required to report an accident on the day it occurs; however, completion of the appropriate forms will be in accordance with applicable rules and regulations and need not be on the day of the accident.

[M-01161](#) Pre-arbitration Settlement, December 10, 1993, H7N-5F-C 26185

It is agreed that an employee cannot be required or compelled by the Postal Service to undergo a scheduled medical examination and/or treatment during nonwork hours.

[M-00743](#) USPS Letter May 15, 1981

Accidents or compensation claims are not in themselves an appropriate basis for discipline. See also [M-00486](#).

[M-00563](#) US Department of Labor Memorandum, April 14, 1983

Memorandum clarifying the role of the employing agency at hearings conducted under Section 812(b) of the Federal Employees' Compensation Act.

[M-00484](#) Step 4 Settlement, August 25, 1977, NCS 7676

It is not the National Policy of the Postal Service to induce, compel or discourage Postal employees from the exercise of their rights under the Federal Employees' Compensation Act, as amended. Therefore, local management should exercise good judgment to ensure that the interviews may not be interpreted as a program of coercion or intimidation against employees who have sustained on-the-job injuries.

[M-00318](#) Step 4 Settlement, April 29, 1986, H1C-NA-C 106

Controversion with termination of pay shall only be affected based upon the conditions listed in Part 545.51 of the ELM.

[M-00445](#) Step 4 Settlement, September 14, 1984, H8N-3W-C 24612

The Federal Employees' Compensation Act (5 USC, 8101, et seq.) provides that an employee who is required to appear as a party or witness in the prosecution of a third party court action is in an active-duty status while so engaged (5 USC, 8131(a)(2)); therefore, such an employee is entitled to be paid for the time spent in court. A postal employee who appears as a witness in a third-party action,

which has been assigned to the Postal Service, is in an official duty status for the time spent in court (ELM 516.4) and for the time spent traveling between the court and his or her work site (ELM 438.13). Any time spent traveling between an employee's residence and the court is considered commuting time and, therefore, is not compensable. An employee who prosecutes a third-party action in his or her own name is not entitled to official duty status, as defined in Section 516.41 of the ELM. For administrative purposes, however, those employees will be compensated for court appearances and travel time "as if in an official duty status." An employee who is prosecuting a third-party action in his or her own name is not treated as if in an official duty status for the time spent developing the case. Any time spent preparing the case within an employee's regular work schedule is charged in accordance with the procedures for annual leave or LWOP.

M-00772 NALC Memorandum, Herbert A. Doyle, January 12, 1987

An employee who appears as a witness in a third-party action which has been assigned to the Postal Service, is in official duty status for the time spent in court and for the time spent traveling between the court and the work site.

M-00998 Step 4 Settlement, April 11, 1991, H7N-3W-C 22137

The issue in this grievance is whether management may require an employee to complete PS Form 3971 to receive Continuation of Pay (COP).

During our discussion, we agreed that management may require an employee to complete PS Form 3971 to request Continuation of Pay. However, we also agreed that the proper response to an employee who fails to complete PS Form 3971 for COP is appropriate corrective action rather than withholding COP to which the employee is otherwise entitled.

M-00887 Step 4 Settlement, November 16, 1988, H4N-4C-C 38635

The form at issue in this case was a locally developed list of available limited duty assignments provided to physicians. The issuance of local forms, and the local revision of existing forms is governed by Section 324.12 of the Administrative Support Manual (ASM). The locally developed forms at issue were not promulgated according to ASM, Section 324.12. Therefore, management will discontinue their use. See also [M-00849](#) and [M-00852](#).

M-01091 Pre-arbitration Settlement, May 18, 1992, H7N-1Q-C 30532

The issue in these grievances is whether management may send a letter to an employee and/or the employee's physician informing them that limited duty is available.

During our discussion, we mutually agreed that in order to resolve these particular grievances that standard letters would be developed at the national level to replace the letters which were being used locally. Copies of those letters are attached. The Union will provide comments on the content of these letters, without prejudice to the positions of the parties regarding whether Article 19 is applicable or whether such letters should be developed nationally or locally. After comments, if any, are received, these letters will be transmitted and used by the field instead of those letters at issue in

these grievances.

The parties further agree that this settlement is limited solely to the question of letters issued to inform employees of their obligation regarding limited duty availability and to inform physicians of limited duty availability.

M-00229 Step 4 Settlement, February 10, 1982, H8N-5G-C 21570

An employee may be required to report an accident on the day it occurs; however, completion of the appropriate forms will be in accordance with applicable rules and regulations and need not be on the day of the accident.

M-00948 Step 4 Settlement, October 6, 1989, H7N-4J-D-12845

The issue in this grievance is whether management violated the National Agreement when it withdrew the grievant from limited duty and issued a Notice of Proposed Removal, under the facts of this case.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that separation of the grievant prior to management having received a response to its recommendation from the department of Labor, was improper.

Accordingly, we agreed to remand this case to the parties at Step 3 with instructions to quash the Notice of Proposed Removal and grant the grievant a make-whole remedy. Notwithstanding the above, we further agreed that this decision shall not be construed to prevent management from re-issuing a notice of removal effective as of the date of the decision of the Department of Labor with respect to this grievant, or the Union's opportunity to further grieve any such subsequent disciplinary action.

M-00896 Step 4 Settlement, February 10, 1989, H4N-3W-C 50311

By accepting a limited duty assignment, a letter carrier does not waive the opportunity to contest the propriety of that assignment through the grievance system.

M-00666 Step 4 Settlement, April 6, 1976, NCN 7057

Even though the dog's owner agreed to pay for the medical expenses referenced in the grievance, the OWCP requires submission of the CA forms. Accordingly, the grievance is sustained.

M-01173 OWCP Letter December 3, 1993

It has recently been brought to our attention that medical reports from physicians employed by or under contract to employing agencies are being used to create conflicts in medical evidence. We have determined that these reports should not be considered second opinions for the purpose of making determinations of entitlement based on the weight of medical evidence, or for creating conflicts in medical evidence.

The following paragraph is being added to paragraph 9 of Procedure Manual Chapter 2-810, Developing and Evaluating Medical Evidence, to reflect this determination:

A report submitted by a physician employed by or under contract to the claimant's employing agency may not be considered a second opinion report for the purposes of creating a conflict in medical evidence or for reducing or terminating benefits on the basis that the weight of medical evidence rests with that report. Such a report must receive due consideration, however, and if its findings or conclusions differ materially from those of the treating physician, the CE should make an immediate second opinion referral.

[M-00635](#) NALC Letter, January 14, 1987

Letter from NALC concerning letter carriers who are unable to return to duty as letter carriers because of partial disabilities resulting from on-the-job injuries.

[M-01071](#) Step 4 Settlement, March 30, 1992, H7N-3N-C 38389

The issue in this grievance is whether or not management violated the national agreement by establishing a policy instructing supervisors to visit the office of the physician treating an employee injured on the job at the time of the initial treatment.

After reviewing the matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that the intent of a local policy must not be in conflict with the provisions of the ELM. According to ELM 543.14, in the case of an employee needing emergency treatment, "when appropriate, a supervisor accompanies the employee to the doctor's office or hospital to make certain that the employee receives prompt medical treatment." However, ELM 543.223 provides that "in nonemergency situations, a postal supervisor is not authorized to accompany the employee to a medical facility or physician's office." (emphasis added)

We further agreed that a supervisor will not accompany the employee on the initial visit or visit the physician's office at the time of the initial visit in non-emergency situations. See also [M-01102](#)

[M-01527](#) U.S. Department of Labor Letter, April 6, 2004

In accordance with 20 C.F.R. 10.506, the only authorized contact between an employee of the agency and the injured worker's physician is written communication "concerning the work limitations imposed by the effects of the injury and possible job assignments". The employer shall provide copies of any such correspondence as well as the physician's response to OWCP and the employee. This section of the regulations specifically prohibits the agency from contacting the physician's office for any reason by telephone or personal visit. The only situation where a postal inspector would be allowed to contact the attending physician of an injured worker would be as part of an established fraud investigation. See also [M-01585](#) and [M-01528](#).

[M-01576](#) Pre-arbitration Settlement, August 9, 2006, Q98N-4Q-C 00209240

The grievance concerns 22 proposed revisions to Chapter 540 of Employee and Labor Relations Manual (ELM), Injury Compensation Program, as reflected in the ELM 16, August 2000 publication.

The parties agreed to resolve this case by adopting the revisions indicated on the attached list. It is acknowledged that the agreed to ELM 540 revisions which directly relate to wages, hours, and

working conditions of bargaining unit employees must be promulgated in accordance with the provisions of Article 19 of the National Agreements.

[M-01733](#) U.S. Southern District of New York Court Ruling, April 29, 2010, 08-CV-00458 (DC)

Court ruling imposes significant new restrictions on OIG agents and postal inspectors when they seek to obtain confidential medical information about employees from the employees' doctors or other personal health care providers.

[M-01862](#) Interpretive Step Settlement, September 4, 2015, Q06N-4Q-C 12288947

The issue in this case concerns the language in two letters generated by the Employee Health and Safety (EHS) system - "Employee Rights and Responsibilities Traumatic Injury/Form CA-1" and "Employee Rights & Responsibilities Occupational Disease/Form CA-2."

The NALC and the Postal Service have settled national-level case Q06N-4Q-C 12288947 concerning two forms that explain employee rights and responsibilities and are issued to letter carriers who are injured on the job. This settlement corrects several inconsistencies between the information on the forms and current Postal Service and Office of Workers Compensation (OWCP) policies and programs.

PARCELS

[M-01975](#) Memorandum of Understanding, February 9, 2022

Memorandum of Understanding in which NALC and USPS agree to establish a pilot program that includes alternate parcel delivery to evaluate the operational feasibility and composition of full-time parcel delivery assignments and/or full-time combination assignments that include parcel delivery. The pilot sites will be jointly selected and will include parcel delivery outside of normal delivery windows, the use of parcel post assignments, and any other concept mutually agreed to by the national parties. The agreement expires on April 30, 2022.

[M-00477](#) Step 4 Settlement, May 2, 1985, H1N-3W-C 32759

In offices where there is a CFS/CMU site, letter carriers shall not be required to forward or return any class of mail, including oversized parcels. Letter carriers shall continue to endorse undeliverable as addressed in accordance with current policy.

[M-00714](#) Step 4 Settlement, February 22, 1980, N8-W-0217

Employees other than letter carriers will be assigned the responsibility for the day-to-day preparation of second notices for parcels.

[M-00793](#) Step 4 Settlement, September 11, 1987, H4N-4H-C 34936

Parcels will be delivered to the addressee or his or her authorized agent. We agreed that the authorized agent may be an apartment manager.

M-00742 Step 4 Settlement, April 20, 1976, NCW 951

In those offices where carriers do not receive their parcel post for sequencing until after they are tied out it would be impractical to reverse a letter. Employees in these circumstances are to sequence the parcel post mail while loading their vehicles.

M-00835 Step 4 Settlement, September 11, 1987, H4N-4H-C 34936

During our discussion, we agreed to settle this case based on our understanding that parcels will be delivered to the addressee or his or her authorized agent. We also agreed that the authorized agent may be an apartment manager.

M-01239 Step 4 Settlement, July 25, 1995, E90N-4E-C 94037607

The issue in this grievance is whether Management violated the National Agreement by requiring letter carriers to leave non-accountable parcel post mail at the delivery address when the patron is not at home or unavailable to receive the parcel.

During our discussions the parties agreed that the practice is moot because it has been discontinued. Further tests of this practice may occur after the national union has been notified. Permanent adoption of this practice may only occur after the appropriate changes are made to handbooks and manuals by Article 19 of the National Agreement.

Two Pound Parcels

M-39 Section 16, Parcel Post (in part):

161 Parcel Post Delivery Requirements

The day-to-day supervisory requirements for parcel post routes are basically the same as for city letter carrier routes. The office work routine, both before leaving for the route and after returning from the route, is somewhat different, as follows:

- a. Determine workload by inspecting incoming volume. Check parcel post in sacks and containers and include outsides. Determine number of delivery hours needed, based on reasonable efficient performance, and set up runs. More parcels can be delivered per hour when mail volume is high rather than when it is low. (See performance rates during the last count and inspection period.)
- b. Withhold, generally, all small parcels (not exceeding 2 pounds) to be delivered by foot carriers. Don't delay getting these parcels to the foot carriers.

C-03222 National Arbitrator Aaron, March 11, 1982, H8N-4E-C 19254

Management may require foot carriers to carry parcels weighing more than two pounds on an infrequent and nonroutine basis, provided there is not an equally prompt, efficient, and reliable way to effect delivery.

M-00581 Remand Agreement, October 5, 1983, H8N-4E-C-19254/H8N-4E-C-21358

Recap of Aaron two-pound parcel award; further provides that in each grievance "management will make a full and detailed statement of the facts which management believes show that the conditions of the (Aaron) award have been satisfied". But see [C-05335](#), [C-05669](#), [C-06499](#)

[M-00409](#) Step 4 Settlement, August 5, 1983, H1N-3W-C 20236

A carrier has the option of reversing a letter in the letter separation as a reminder of a parcel or odd-sized piece of mail for delivery. The word "parcel" in Section 225.16 of the M-41 concerns mail matter which cannot be routed into the flat or letter separations and does not include parcels weighing two pounds or more. Section 322.3 of the M-41 addresses parcels weighing two pounds or more and provides the method of reminding a carrier of the next parcel for delivery. See also [M-00604](#).

[M-00604](#) Step 4 Settlement, December 8, 1976, NC-S-3870

A carrier has an option of reversing a letter in the letter separation to remind him of such a parcel or odd sized piece of mail for delivery. However, it was also clearly related that no additional time credit is granted for handling: the mail in this manner.

Parcel Delivery – Auxiliary Assistance

[M-01885](#) USPS Guidelines, May 8, 2017 – LDC 23 and LDC 24

The Postal Service has developed a document entitled “Guidelines for the Use of LDC 23 and LDC 24.” The guidelines reflect the re-establishment of Labor Distribution Code (LDC) 24, used to record workhours associated with delivery initiatives such as Sunday parcel and grocery delivery. LDC 23 continues to be used for recording workhours associated with normal parcel delivery on parcel, relay, and combination routes. Of significant importance, however, the document clarifies that auxiliary assistance given to city delivery routes by these types of routes, even if the assistance given was to relieve the route by delivering parcels, is not part of LDC 23. That assistance is still part of the carrier’s street time and part of the carrier’s route and therefore must be attributed to LDC 22.

PART-TIME FLEXIBLES

See also

[Hold Down Assignments](#)

[Guarantees](#)

[M-00383](#) Step 4 Settlement, August 20, 1976, NC-C-559

Assigning the referenced casual employee on the day in question was inappropriate, The grievant, a part-time flexible letter carrier was qualified and available and could have been assigned at the straight-time rate prior to assigning such work to the casual employee.. To this extent, the grievance is sustained. In addition, the provisions of Article VII 18(1) apply even. though a holiday schedule is

included in the course of a service week.

M-01201 Step 4 Settlement, January 5, 1995, E90N-4E-C 94026258

It is mutually understood pursuant to Article 7.1D of the National Agreement and the "Revised Chapter 6" document, the language at issue in the sixth memo ... "reaffirms that part-time flexible letter carriers will have first priority for work scheduling over transitional employees. Of course, once TE's are called in, their 4-hour work hour guarantee must be honored."

M-01241 Step 4 Settlement, February 12, 1996, E90N-4E-C 94069679

The issue in these grievances involves the scheduling priority to be given part-time flexible employees over transitional employees.

During the course of a service week, the Employer will make every effort to ensure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to transitional employees working in the same work location and on the same tour, provided that the reporting guarantee for the transitional employees is met.

Maximization

M-01808 Memorandum of Understanding, March 19, 2013

The parties agree to establish a work group at the national level for the purpose of developing and implementing a process to place part-time flexible city letter carriers into full-time city carrier residual vacancies that are not subject to a proper withholding order. The intent is to help facilitate the elimination of the part-time flexible city letter carrier classification through conversion and/or voluntary reassignment to full-time duty assignments and the establishment of the city carrier assistant classification during the transitional employee phase out period.

M-01809 Memorandum of Understanding, April 11, 2013

NALC and the Postal Service have agreed to a memorandum of agreement ([M-01809](#)) to extend the March 19, 2013, Memorandum of Understanding Re: Part-time Flexible Opportunities ([M-01808](#)) until May 10, 2013.

M-01814 Memorandum of Understanding, May 10, 2013

NALC and the Postal Service have agreed to a memorandum of agreement ([M-01814](#)) to extend the March 19, 2013, Memorandum of Understanding Re: Part-time Flexible Opportunities ([M-01808](#)) until May 24, 2013.

M-01884 Memorandum of Agreement, May 25, 2017

Re: Addition of Part-Time Flexible City Letter Carriers

NALC and USPS agree that the addition of part-time flexible city letter carriers in specific installations may be authorized by mutual agreement of the national parties.

M-01986 Memorandum of Understanding, May 24, 2022

The agreement requires conversion of all CCAs to PTF career status and moves the 22 installations included in the agreement to an all-career workforce. All CCAs currently on the rolls in the listed offices will be converted to part-time flexible career status no later than 60 days from the date of the agreement (May 24, 2022). After these conversions have taken place, the Postal Service will hire new city letter carriers as PTFs until the number of PTFs listed for each installation has been reached and maintained.

M-01985 Memorandum of Understanding, May 24, 2022

The parties agree to a one-time conversion of CCAs and PTFs working in offices identified in the agreement. The agreement includes conversion of part-time flexible (PTF) letter carriers to full-time regular (FTR) career status and conversion of CCAs to FTR career status in select 200 workyear installations as well as the conversion of CCAs to PTF career status. The attachment to the MOU identifies the number and classification for conversion in each installation included in the agreement. All conversions must take place no later than 90 days from the signing of this agreement on May 24, 2022.

M-01980 Step 4 Settlement, April 20, 2022, 6X-19N-6X-C 22098723

Settlement of national-level case 6X-19N-6X-C 22098723 concerning the proper method of calculating overtime, penalty overtime, Sunday premiums, cost of living adjustments (COLAs), and general wage increases for Part-time Flexible (PTF) employees in Step AA. After reviewing the matter, the parties mutually agree the PTF Step AA hourly basic rate is equal to Step A of the Full-time/Part-time Regular employees' hourly basic rate in Table Two. Additionally, the overtime, penalty overtime and Sunday premium rates for PTF Step AA employees will be calculated to equal those increases for Full-time/Part-time Regulars in Table Two Step A. PTFs who were, or are currently in, Step AA will have their pay adjusted retroactively for all time spent in Step AA. Affected employees will be notified in writing that their pay will be adjusted consistent with this grievance resolution.

M-01949 Memorandum of Understanding, April 15, 2021

Re: New Employee Experience and Retention Program

Pursuant to the Memorandum of Understanding *Re: City Delivery and Workplace Improvement Task Force*, the parties agree to conduct a pilot program related to the onboarding and retention of new employees. The purpose of this pilot is to increase new hire retention, enhance the employee experience, and improve customer service. The pilot program will involve various new and modified practices for all City Carrier Assistants (CCAs) and Part-time Flexible city letter carriers (PTFs) in the selected offices. The pilot will begin in May and last approximately one year unless the timeframe is modified by the parties.

M-01961 Memorandum of Understanding, August 23, 2021

Re: New Employee Mentoring Program

Memorandum of Understanding in which NALC and USPS agree to pilot a jointly developed mentoring program (“New Employee Mentoring Program”) for newly hired city letter carriers in 38 USPS installations throughout the country. The purpose of this pilot program is to provide newly hired city letter carriers the opportunity to have mentoring relationships with experienced city carriers through which feedback, coaching, and positive reinforcement can be shared.

M-01947 Memorandum of Understanding, March 29, 2021

Re: Reassignment Opportunities

Agreement which recognizes that opportunities for career employees to apply, and be considered, for reassignment from one installation to another may be limited due to the increase in the number of part-time flexible city letter carriers who are converted from non-career to career status in accordance with the terms of the MOU *Re: City Carrier Assistants – Conversion to Career Status*. The agreement modifies certain terms of the MOU *Re: Full-time Regular Opportunities – City Letter Carrier Craft* in order to continue providing such opportunities for career employees to reassign.

M-01938 Memorandum of Understanding, March 8, 2021

Re: PTF Conversions – San Bruno, CA

The parties agree to convert city carrier assistants to part-time flexible career status in the San Bruno, CA Post Office. Additionally, the parties agree that the San Bruno Post Office will be added to the list of installations covered by the June 27, 2019, Memorandum of Understanding *Re: Employing Part-Time Flexible Employees - San Francisco/Bay Valley Districts* (M-01904), and all relevant terms of that agreement will apply to the San Bruno Post Office.

M-00009 Step 4 Settlement, December 21, 1977, NCC 8760

The regular straight time hourly rate of part-time flexible employees incorporates compensation for the nine holidays cited in Article XI, Section 1 of the National Agreement. For this reason, part-time flexible employees are compensated for overtime based upon the same rate as full-time regular employees. (This hourly rate is now based on eleven holidays, not nine)

M-00518 Step 4 Settlement, July 6, 1984, H8N-5K-C 13569

Part-Time flexible carriers may be assigned to perform clerical duties and may be required to pass examinations on schemes of city primary distribution if their assignment anticipates use of scheme knowledge as provided by Part 124 of the M-41 Handbook.

C-03807 National Arbitrator Mittenthal, July 22, 1983, H1N-5D-C 2120

A past practice of assigning PTFS carriers to available work by seniority is inconsistent and in conflict with the National Agreement.

M-00121 Step 4 Settlement, November 22, 1978, NCS 12506

There is no contractual obligation to equalize part-time flexible hours. However, normally every effort is made to equalize the hours consistent with service needs and the skills required.

[M-00371](#) Step 4 Settlement, September 15, 1977, NCS 8022

Management should, whenever possible, attempt to schedule part-time flexible employees so that as many of the part-time employees as possible can be used without resorting to overtime by the other part-time flexible employees.

[M-00355](#) Step 4 Settlement, January 13, 1978, NCE 8072

Management has and when possible, does attempt to equalize part-time flexible employee hours and this effort should be continued.

[M-00019](#) Step 4 Settlement, December 13, 1977, NCN 7053

Consideration should be given to granting annual leave in the carrier craft prior to assigning part-time flexible carriers in the clerk craft.

[M-01004](#) Step 4 Settlement, September 30, 1982, H8N-4B-C 27654

Part-time flexible carriers cannot be required to "stand-by" or remain at home, under the threat of discipline, for a call-in or a nonscheduled day. Should a supervisor be unable to contact an employee whose services are needed, the employee merely remains nonscheduled for that day.

[M-00013](#) Step 4 Settlement, November 8, 1977, NCW 9013

There is no contractual provision, nor is it intended, that part-time flexible employees are required to remain at their home or to call the Post Office to ascertain whether their services are needed. See also [M-00197](#) and [M-00041](#).

[M-01067](#) USPS Letter February 14, 1972

PTF employees must be scheduled at least 4 hours per pay period.

[M-00920](#) Memorandum of Understanding between USPS, APWU, NALC, April 14, 1989

The United States Postal Service, the American Postal Workers Union, AFL-CIO, and the National Association of Letter Carriers, AFL-CIO, hereby agree to the following remedy for the postal installations which have 200 or more man years of employment in the regular work force and have violated the 90/10 staffing requirement of Article 7, Section 3.A. The parties agree further to remand the following remedy to the aforementioned installations for application of the terms of this Memorandum of Understanding.

[M-00938](#) Step 4 Settlement, February 3, 1987, H4C-4H-C 16345

Article 7.3 of the 1984 National Agreement does not require management to maintain the 90/10 ratio on a daily basis.

M-00978 Step 4 Settlement, February 10, 1988, NC-NAT-8671

USPS Position concerning the maximization provisions of Article 7, Section 3.

M-00990 Step 4 Settlement, December 15, 1972, N-E-2117

The senior part-time flexible carrier at the Dunkirk, New York Post Office, will be converted to regular full-time status, Level 5, and the T-6 vacancy will then be reposted.

M-01311 Step 4 Settlement, May 26, 1998, H90N-4H-C 95052857

Does the conversion of a PTF to full-time in a delivery unit constitute "PTF attrition" for purposes of TE hiring under Revised Chapter 6 of Building Our Future By Working Together? It was mutually agreed that the conversion of a PTF to full-time does constitute "PTF attrition" for purposes of TE hiring under Revised Chapter 6 ONLY where the other criteria of Revised Chapter 6 regarding the DPS impact calculation are met and the unit is in the transition period.

M-01594 Pre-arbitration Settlement, October 7, 1985

The question in this grievance is whether part-time flexibles with greater craft seniority than full-time employees receive preference when scheduling vacation.

It was mutually agreed to full settlement of this case as follows:

Leave which is applied for consistent with the National Agreement and Local Memorandum of Understanding is awarded by seniority without regard to full-time or part-time status.

Loaning or Detailing

M-01470 Step 4 Settlement, September 26, 2002, C94N-4C-C-99224809

PTF employees who agree may be temporarily detailed or "loaned" from one post office (installation) to another.

If a PTF does not agree to be temporarily detailed or loaned to another post office, management may involuntarily detail or loan the employee in accordance with Article 12.5.B.5 of the 2001-2006 National Agreement.

Whether the notice requirement of Article 12.5.B.5 was met in this case is not an interpretive issue.

PTF employees may not be temporarily detailed or loaned from one post office to another if the sole reason for the detail or loan is to avoid overtime. Whether in this case the "sole reason" for the details or loans at issue in this case was to avoid overtime is not an interpretive issue.

The contractual rights of the parties as described above will not be altered, amended, or modified by any discussions or agreements with a prospective new hire during the pre-employment selection process. See also [M-01472](#).

M-00241 Step 4 Settlement, July 3, 1972, N-E-380

The incidental detailing of a part-time flexible employee from another post office for the sole reason of avoiding overtime, will be discontinued.

Maximum Hours

ELM Section 432.32

Maximum Hours Allowed. The maximum hours of work allowed depends on employee classifications as follows:

c. All other employees. (PTFS) Except in emergency situations as determined by the PMG (or designee), these employees may not be required to work more than 12 hours in one service day. In addition, the total hours of daily service, including scheduled work hours, overtime, and meal time, may not be extended over a period longer than 12 consecutive hours.

M-01282 Pre-arbitration Settlement, February 26, 1997, E90N-4E-C 94053872

The issue in this case is whether management violated the National Agreement, specifically Section 432.32 of the Employee and Labor Relations Manual (ELM), by working part-time flexible city carriers over 12 hours in a day.

The parties agree that the decision rendered by Arbitrator Snow in case B90N-4B-C 94027390 provides sufficient guidance to address the issue in the instant case. In that case, the arbitrator ruled that ELM 432.32, as currently written, applies to Transitional Employees. It is clear from his ruling that ELM 432.32 also applies to part-time flexible employees. Therefore, this case will be remanded to the parties at the local level to determine the appropriate remedy.

M-01042 APWU Step 4 Settlement, April 22, 1986, H4C-2U-C 807

The issue in these grievances is whether management violated the National Agreement by requiring PTF employees to work 12 1/2 hours in one service day.

During our discussion, we mutually agreed that the following constitutes full settlement of these cases:

Except in emergency situations as determined by the PMG (or designee), these employees may not be required to work more than 12 hours in one service day. In addition, total hours of daily service, including scheduled work hours, overtime, and meal time, may not be extended over a period longer than 12 consecutive hours.

M-01043 APWU Step 4 Settlement, June 17, 1983, H1C-1L-C-9117

Part-time flexibles may be required to observe a service day lasting more than 10 hours but less than 12 hours. Whether or not there exists a valid past practice in this local office to limit PTF's to a 10-hour service week is determined by examination of the fact circumstances.

M-01852 Step 4 Settlement, January 22, 2015, Q06N-4Q-C 11 084998

When a part-time flexible employee(s) meets the maximization criteria of the Memorandum in an

installation that is withholding full-time city carrier residual vacancies in accordance with Article 12, a full-time flexible, incumbent-only position will be established but will not be filled until sufficient residual vacancies have been withheld to satisfy the withholding event(s) affecting the installation, or until the withholding order is canceled. As soon as practicable after satisfaction/cancellation of the subject withholding, the full-time flexible position(s) created pursuant to the first sentence in this paragraph will be filled in accordance with the Memorandum after any residual full-time vacancies (if available).

PART-TIME REGULARS

M-01337 Step 4 Settlement, August 12, 1998, D94N-4D-C 98031046

Part-time regulars are regular work force employees who are assigned to work regular schedules of less than 40 hours in a service week.

Part-time regular schedules should not be altered on a day-to-day or week-to-week basis.

Part-time regulars are normally to be worked within the schedules for which they are hired. They can occasionally be required to work beyond their scheduled hours of duty. However, their work hours should not be expanded on a regular or frequent basis.

It was also agreed that part-time employees who are expected to be available to work flexible hours as assigned during the course of a service week should be classified as part-time flexibles.

M-01452 Pre-arbitration Settlement, April 25, 2001, H94N-4H-C 99112047

The parties agree that while the filling of a part-time regular city letter carrier craft position is not specifically addressed in Article 41.1, a full-time city letter carrier may apply for a part-time regular letter carrier craft position.

Such application should receive consideration prior to seeking to fill the part-time regular city letter carrier craft position from outside the Postal Service, pursuant to Section 241.241 of the EL-312 (December 1999). In the absence of a Local Memorandum of Understanding provision on the matter which is not in conflict or inconsistent with the National Agreement, we agree that this is the manner by which applicants for part-time regular positions should be given consideration.

M-00915 Step 4 Settlement, April 13, 1989, H4N-5C-C 36660

The issue in this grievance is whether local management has improperly established part-time regular router positions in contravention to the provisions of the (July 21, 1987) Router Memorandum of Understanding. Item 3, of the September 21, 1988, Router Assignment Instructions (M-00885) states that "Router positions should be maximized to full-time, 8-hour positions to the extent practicable." As described in this instant matter, the utilization of the part-time routers is inconsistent with the intent of the aforementioned Memorandum. See also [M-00916](#).

M-00574 Settlement, November 4, 1971

The references to "part-time employees" in Article 8, Section 3 applies to part-time regular employees.

[C-23852](#) National Arbitrator Nolan, December 27, 2002, B94N-4B-C 97027260

In the letter carrier craft, the Postal Service may not create part-time regular assignments with six-day schedules.

[M-00358](#) Step 4 Settlement, November 1, 1985, H4N-5G-C 3573

We mutually agreed that a part-time regular employees' normal work-week is five (5) service days; however, management is not prohibited from using them on six (6) days should the need arise.

[M-01269](#) Pre-arbitration Settlement December 3, 1997, H94N-4H-C 96042471

This grievance concerns the utilization of employees who have been classified as part-time regulars.

After reviewing this matter, it was mutually agreed to the following:

Part-time regulars are regular work force employees who are assigned to work regular schedules of less than 40 hours in a service week.

Part-time regular schedules should not be altered on a day-to-day or week-to-week basis.

Part-time regulars are normally to be worked within the schedules for which they are hired. They can occasionally be required to work beyond their scheduled hours of duty. However, their work hours should not be extended on a regular or frequent basis.

It was also agreed that part-time employees who are expected to be available to work flexible hours as assigned during the course of a service week should be classified as part-time flexibles.

It was further agreed to remand this case for further processing consistent with the above understanding, including a determination of what remedy, if any, is appropriate in the case of a violation.

[M-01044](#) APWU Step 4 Settlement, December 6, 1988, H4T-3U-C-43451

The issue in this grievance is whether PTRs are covered by the 8 within 8, 9, 10 provisions of the National Agreement.

There is no dispute between the parties at this level that Article 8.2.C does not apply to part-time employees.

[M-01040](#) APWU Step 4 Settlement, March 11, 1987, H4C-1J-C-18395

The issue in this grievance is whether part-time regular employees are entitled to overtime for work performed in excess of their normal schedule but not in excess of 8 hours per day or 40 hours per week.

The parties at this level recognize that part-time regular employees are not entitled to overtime pay until the work performed exceeds 8 hours in a day or 40 hours in a week.

PAST PRACTICE

The JCAM has an extensive explanation of past practice under Article 5. It should be carefully studied whenever past practice grievances arise.

National Level Settlements

[M-00702](#) Step 4 Settlement, May 3, 1979, NCS 18037

In those installations where there was a past practice of allowing coffee breaks longer than the twenty minutes provided for in the National Agreement that past practice should continue.

[M-00517](#) Step 4 Settlement, July 5, 1984, H1N-4K-C 13691

Whether or not such radios or tape cassettes should be permitted is determined by applying Article 14 and past practice at the local office to the fact circumstances.

[M-00242](#) Step 4 Settlement, September 13, 1976, NCE 2097

Management should not deduct reasonable comforts/rest stops from the total street time during route inspections if deduction of the time is contrary to past local practice.

[M-00178](#) Step 4 Settlement, July 21, 1977, NCC 7451

All requests for leave on Saturday should be treated on an equal basis as has been the past practice at this facility.

[M-00786](#) Settlement Agreement March 22, 1983

The following applies to offices which permitted radio headset use prior to November 25, 1982: The use of radio headsets is permissible only for employees who perform duties while seated and/or stationary and only where use of a headset will not interfere with performance of duties or constitute a safety hazard. Employees will not be permitted to wear or use radio headsets under other conditions. See also [M-00499](#).

[M-00297](#) Step 4 Settlement, September 28, 1983, H1N-5H-C 14508

Past practice and any other historical evidence available should be used to determine how the parties have defined a "delivery unit." For example, how is overtime distributed and how is the OTDL established.

[M-00082](#) Step 4 Settlement, October 31, 1985, H4N-3U-C 3319

Whether or not "Reserve Letter Carrier" assignments should be posted for bid can only be determined by application of established past practice to the fact circumstances involved.

[M-00212](#) Pre-arbitration Settlement, March 22, 1974, NW 3165

The per diem allowances to the particular grievants will be reinstituted and continued as long as they are assigned to the Fort Lewis Military Installation. It is understood, however, that these

allowances are contrary to postal regulations and are being continued solely because there had developed a past practice as to the grievants.

M-00941 Step 4 Settlement, June 27, 1989, H7N-5H 7814

In those installations where longer break periods were provided by past local negotiation, the longer break periods will be used.

M-00549 Pre-arbitration Settlement, October 3, 1986, H4N 5F C 1620

Article 41.1.A.7 does not specify placement of unassigned regulars by juniority or by seniority. Where a question of established past practice exists, it will be determined in regional arbitration.

M-00482 Step 4 Settlement, June 24, 1982, H8N-3T-C 36426

The question raised in this grievance involves whether local management was discriminatory by denying the employee the use of his earphone radio while casing mail.

Whether this matter was properly handled can only be determined by applying the fact circumstances involved against the past practice in the local installation.

M-00240 Step 4 Settlement, June 24, 1977, NCC 5581

Letter carriers were permitted to go to the bakery next door to the post office on the clock in order to purchase a roll to eat with their coffee in the morning. The fact that the carriers' starting time was changed by 30 minutes does not, in and of itself, appear to be reasonable grounds on which to discontinue the practice of going to the bakery on the clock in order to purchase a roll. Accordingly, by copy of this letter, the postmaster is instructed to continue the past practice with respect to purchasing rolls, with the understanding that office time will not in any way be expanded by such a practice.

M-00179 Step 4 Settlement, May 1, 1981, H8N-5C-C 13673

This grievance involves whether the carriers in the office in question are entitled to two fifteen minute breaks by virtue of the previous long-standing practice of granting such breaks. Upon review of the issue raised along with other documents provided; including previous route inspection data, it is our determination that the carriers are entitled to 2 fifteen minutes breaks.

M-00763 Step 4 Settlement, April 15, 1987, H1N-3U-C 28786

The right to hold steward elections, on the clock, may be established by past practice.

M-00162 Memorandum, January 2, 1979

At those delivery units where the drinking of coffee was previously permitted, in conjunction with the casing of mail, that practice may be continued.

M-01043 APWU Step 4 Settlement, June 17, 1983, H1C-1L-C-9117

Part-time flexibles may be required to observe a service day lasting more than 10 hours but less than

12 hours. Whether or not there exists a valid past practice in this local office to limit PTF's to a 10-hour service week is determined by examination of the fact circumstances.

[M-01863](#) Interpretive Step Settlement, September 10, 2015, Q11 N-4Q-C 13106070

Hearing Impaired Signers – This case originated in Anchorage, AK when management began using video interpreters for the hearing impaired, instead of live signers. The parties agreed that there is no interpretive issue in this case. The parties also agreed that the Article 5 contention would not be used by the local parties and the originating local grievance was remanded to the Formal Step A parties.

National Level Arbitration Awards

[C-03241](#) National Arbitrator Mittenthal, July 10, 1979, N8N-AT-0006

The Postal Service is entitled to insist that the location of Step 3 meetings be governed by past practice.

[C-03807](#) National Arbitrator Mittenthal, July 22, 1983, H1N-5D-C 2120

A past practice of assigning PTFS carriers to available work by seniority is inconsistent and in conflict with the National Agreement.

PAY

[M-01980](#) Step 4 Settlement, April 20, 2022, 6X-19N-6X-C 22098723

Settlement of national-level case 6X-19N-6X-C 22098723 concerning the proper method of calculating overtime, penalty overtime, Sunday premiums, cost of living adjustments (COLAs), and general wage increases for Part-time Flexible (PTF) employees in Step AA. After reviewing the matter, the parties mutually agree the PTF Step AA hourly basic rate is equal to Step A of the Full-time/Part-time Regular employees' hourly basic rate in Table Two. Additionally, the overtime, penalty overtime and Sunday premium rates for PTF Step AA employees will be calculated to equal those increases for Full-time/Part-time Regulars in Table Two Step A. PTFs who were, or are currently in, Step AA will have their pay adjusted retroactively for all time spent in Step AA. Affected employees will be notified in writing that their pay will be adjusted consistent with this grievance resolution.

[M-01053](#) APWU Pre-arbitration Settlement, November 22, 1983, H8C-4B-C-29625

The question in this grievance is whether management violated the National Agreement by not compensating employees for time spent outside their normal schedule completing an in-service examination.

1. Inservice examinations are to be conducted on a no gain-no loss basis.
2. Management will not intentionally schedule in-service examinations in order to avoid any

payment applicable under the no gain-no loss principle.

M-01052 APWU Step 4 Settlement, March 10, 1986, H4C-1M-C-5833

The issue in this grievance is entitlement to compensation for time spent outside of the grievant's regular schedule in an interview. During our discussion, we mutually agreed to settle this case as follows:

1. Any job interviews conducted are to be on a no gain-no loss basis.
2. Management will not intentionally schedule interviews in order to avoid any payment applicable under the no gain-no loss principle.

M-00568 Postal Bulletin, June 28, 1983

Postal Bulletin notice on the City Letter Carrier 7:01 Rule. (Reference ELM 432.53)

M-01349 USPS Letter, September 22, 1988

USPS policy does not allow field offices to stop Bank/Direct Deposits until salary advances are collected.

M-00753 Pre-arbitration Settlement, March 25, 1987, H4N-5C-D 3931

This grievance involves whether the grievant, a part-time flexible employee, who was issued a notice of proposed removal should have been compensated during the thirty-day advance notice period. During our discussion, we agreed that in full and final settlement of this case, the grievant is to be compensated 2 or 4 hours per pay period as applicable pursuant to Article 8.8.C during the advance notice period at the applicable straight time rate.

M-00868 Pre-arbitration Settlement, August 30, 1988, H4N-4C-C 35491

When management chooses to keep a part-time flexible employee on the clock and not on the job during the notice period, the employee will be compensated for each day during the 30-day notice period, as though the employee would have worked on that day, the number of hours he/she actually worked on the same weekday five (5) weeks before, except that during the 30-day notice period he/she will not be compensated for more than eight (8) hours in any service day or more than forty (40) hours in any service week .

M-00953 Pre-arbitration Settlement, April 28, 1989, H4C-NA-C 82

The issue in this grievance is whether the change to the Employee and Labor Relations Manual (ELM), Section 436, back pay is fair, reasonable, and equitable.

This would result in Section 436.425 of the ELM reading as follows:

"If the back pay period is more than 6 months and no outside employment was obtained, make a statement giving the reasons why outside employment was not obtained and furnish a resume of the efforts to secure other employment during the back pay period."

M-01230 Memorandum of Understanding, 1995

For payment of the lump sums specified in the Opinion and Award of the Stark Interest Arbitration Board issued August 19, 1995. The parties agree to apply the criteria for eligibility used in payment of the 1990 one-time cash payments. These criteria are set forth in the Memorandum of Understanding of June 18, 1991 and letters dated July 19, 1991 and September 9, 1991. We further agreed that this is without prejudice to the position of either party on the current dispute as to whether transitional employees are to receive one-time cash payments under the August 19, 1995 Opinion and Award.

M-01231 USPS Transmittal Letter, April 30, 1987 – ELM Revisions

Notification from the Postal Service regarding revisions to the Employee and Labor Relations Manual (ELM), Issue 10.

M-01245 Pre-arbitration Settlement, April 8, 1996, Q90N-4Q-C 95040169

This case concerns the pay rate for NALC transitional employees (TEs).

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNITED STATES POSTAL SERVICE

AND THE

NATIONAL ASSOCIATION OF LETTER CARRIERS

Re: Upgrade of NALC Represented Employees (M-01406)

It is hereby agreed by the United States Postal Service and the National Association of Letter Carriers, AFL-CIO, that, based on Arbitrator Fleischli's September 19, 1999, Interest Arbitration Award regarding the upgrade of NALC represented grade 5 employees and maintaining the existing salary differential for NALC represented grade 6 carrier technician employees as well as other considerations, the following procedures will apply:

1. UPGRADE OF NALC REPRESENTED GRADE 5 EMPLOYEES

a. Effective November 18, 2000, all NALC represented grade 5 employees will be upgraded to new NALC grade 1. The upgrade applies to full-time, part-time regular, part-time flexible, and transitional employees. The parties further agree that the new NALC grade 1 salary schedule shall be implemented, effective November 18, 2000.

b. All NALC represented grade 5 employees will be upgraded to new NALC grade 1 based on a step-to-step upgrade procedure. Effective November 18, 2000, employees will be upgraded to new NALC grade 1 at the same step they previously held in grade 5. As an example, grade 5 step A employees will be upgraded to new NALC grade 1 step A, while grade 5 step O employees will be upgraded to new NALC grade 1 step O. All upgraded employees will receive waiting period credit applied towards

their next step for accumulated weeks served in their current step.

2. MAINTAINING THE CARRIER TECHNICIAN DIFFERENTIAL

a. In order to maintain the carrier technician differential, effective November 18, 2000, NALC represented grade 6 carrier technician employees (occupation code 2310- 2010) will be placed into new NALC grade 2. NALC represented grade 6 vehicle operations and maintenance assistant employees (occupation code 2310-2012) will not be placed into new NALC grade 2. Instead, these employees will continue to be paid at new NALC grade 1. The parties further agree that the new NALC grade 2 salary schedule shall be implemented, effective November 18, 2000.

b. New NALC grade 2 salaries will be developed by applying the dollar differential by step between NALC grades 5 and 6 as of November 18, 2000. This dollar differential will then be added to new NALC grade 1, by step, to create new NALC grade 2, by step, effective November 18, 2000.

c. NALC grade 6 carrier technician employees will be placed into new NALC grade 2 based on a step-to-step procedure. Effective November 18, 2000, NALC grade 6 carrier technician employees will be placed into the new NALC grade 2 at the same step they previously held in grade 6. As an example, grade 6 step A employees will be placed into the new NALC grade 2 step A. while grade 6 step O employees will be placed into the new NALC grade 2 step O. All employees placed into the new NALC grade 2 will receive waiting period credit applied towards their next step based on accumulated weeks served in their current step.

3. ADDRESSING THE PROMOTION PAY ANOMALY

The parties intend to continue discussions either prior to or during national negotiations in 2001 in an effort to permanently resolve the promotion pay anomaly associated with the NALC salary schedule

The parties agree this Memorandum of Understanding is a full and complete settlement of any claims that have been, or could be, asserted against the Postal Service with regard to the upgrade provisions of Arbitrator Fleischli's September 19, 1999, Interest Arbitration Award. This Memorandum of Understanding is being entered into on a nonprecedential basis and may not be cited or used in any forum whatsoever, except to enforce its provisions.

Date: March 21, 2000

M-01559 Pre-arbitration Settlement, January 11, 2006, F90N-4F-C 94059800

The issue in this grievance is whether management violated the National Agreement when the grievant bid from PS level 6 to her former PS level 5 position and was allegedly not placed in the proper pay scale.

The personnel department at the San Francisco, CA District will recalculate the grievant's step progression starting with the grievant's promotion effective November 17, 1990, and subsequent change to lower level effective April 6, 1991, as if the grievant never left the lower level. If it is determined that the grievant wasn't properly placed in the correct step in accordance with the

Employee and Labor Relations Manual, official action will be taken to correct the grievant's step progression, and pay any applicable back pay. If it is determined that the grievant was properly placed in the correct step, then the grievance will be closed with no further processing.

M-01799 Memorandum of Understanding, January 29, 2013

Re: Transitional Employees Exam 473

For the purposes of implementation of the 2011 National Agreement, the United States Postal Service and the National Association of Letter Carriers, AFL-CIO, agree that time transitional employees spend taking Exam 473, including any necessary travel time, will be on the clock. It is agreed that transitional employees must minimize necessary travel time by selecting the test site offered by the vender that is closest to their work location.

This agreement is prospective (effective the date signed) and applies solely to transitional employees who are on the rolls the date of the test.

COLA Roll-in

M-00245 Step 4 Settlement, July 2, 1982, H1N-5K-C 3568

The file reflects that the delay in processing the required forms was not the fault of the employee. The General Manager has the necessary documentation which will allow the roll-in of this employee's COLA on a retroactive basis.

M-01090 USPS Letter, April 2, 1992

This letter addresses an issue concerning the COLA roll-in provision under the current Collective Bargaining Agreement. Specifically, the issue relates to the application of this provision to a segment of employees covered by the Federal Employees Retirement System (FERS).

The COLA roll-in provision under the current agreement provides employees, who meet the eligibility requirements for an optional retirement, with the opportunity to roll into basic pay the COLA accumulated and paid under the predecessor agreement. This opportunity is available to employees covered under the Civil Service Retirement System and FERS.

Employees covered by FERS are not only eligible for optional retirement, but may also choose an immediate reduced annuity if they meet the required minimum retirement age and have at least 10 years of creditable service, 5 years of which must be creditable civilian service. When implementing the COLA roll-in provision under the current agreement, employees who may have been eligible for an immediate reduced annuity under FERS were not given the opportunity to roll in their COLA.

To remedy this situation, the Postal Service is agreeable to offering the aforementioned FERS employees the option to roll in COLA as specified under the agreement.

C-00377 National Arbitrator Mittenthal, December 12, 1983, H1C-3U-C 10899

A supervisor who could not exercise the COLA roll-in option because of his supervisory status may

not later do so when he returns to the bargaining unit.

Promotion Pay

M-01637 Memorandum of Agreement, August 23, 2007

TCOLA/Promotion Pay Anomaly Remedy Implementation: The remedy implementation for the national level arbitration decision rendered by National Arbitrator Das on January 6, 2006, in C-26334 (see below).

C-26334 National Arbitrator Das, January 6, 2006, E98N-4E-C 02081672

The June 13, 1990, Memorandum of Settlement for Case No. H7C-NA-C 39 (M-01011, below) requires that ongoing anomaly or ABC lump sum payments made pursuant to Paragraph 6 of that agreement include TCOLA. Remedy and other issues relating to the underlying grievance filed by the NALC's Anchorage Alaska Branch should be addressed by the parties.

M-01011 Pre-arbitration Settlement, June 13, 1990, H7C-NA-C-39

1. The United States Postal Service (USPS), American Postal Workers Union, AFL-CIO (APWU) and the National Association of Letter Carriers, AFL-CIO (NALC) hereby agree to a full, final, and binding resolution of the above-referenced national level grievance. All those grievance matters currently pending which specifically challenge the step placement of an affected employee who has been promoted to a higher grade and subsequently reassigned to the employee's former grade will be reviewed and resolved in accordance with this Memorandum of Settlement, except that separate issues in those cases not within the scope of this Settlement Agreement are to be handled by the parties in accordance with the usual grievance arbitration procedure.

2. As a consequence of the current promotion practice, some employees promoted from steps A, B and C (referred to herein as affected employees), in some pay periods receive less compensation than if they had not been promoted and had remained in the former grade. To address this promotion pay anomaly, USPS, APWU and NALC agree to the following principle:

No employee will, as a consequence of a promotion, at any time be compensated less than that employee would have earned if the employee had not been promoted but had, instead, merely advanced in step increments in that employee's grade as a result of fulfilling the waiting time requirements necessary for step increases. This includes affected employees who are or were promoted to a higher grade and subsequently reassigned to their former grade.

3. Affected employees will be paid in accordance with the following principle:

For each pay period following the promotion the employee's basic salary will be compared to the basic salary the employee would have received for that pay period if the employee had not been promoted. For those periods when the latter amount is higher the difference will be paid to the employee in a one-time lump sum payment.

Employees affected during the 1984-87 or 1987-90 National Agreements shall be paid a lump sum

from a \$80 Million fund established for this special purpose. APWU and NALC will work directly with USPS to develop a method to determine on a mutual basis which affected promoted employees will share in the fund, the amount of the lump sum payment for each employee and the timing of its issuance. It is intended that these one-time lump sum payments will satisfy all employee entitlements which arise out of the employment relationship, including the 1984 and 1987 National Agreements due to the effects of the anomaly and this Memorandum of Settlement, as well as any possible FLSA payments; however, this document should not be construed as constituting any waiver of possible individual rights under that statute.

The USPS, APWU and NALC agree that promoted employees will continue to be placed in the grade level and step assigned in accordance with USPS's current practice with waiting time rules applied in accordance with current practice.

4. Effective November 21, 1990, employees who have been promoted from Steps A, B or C and who have been reassigned to their former grade will be placed in the step they would have been in, with credit toward their next step increase, as if all service had been in the original grade. However, such employees who are subsequently repromoted will be placed in the steps they would have attained, with credit toward their next step increase, as if they had remained continuously in the higher grade since the original promotion.

5. Promoted employees, whether promoted before or after the expiration of the 1987 National Agreement who experience pay anomalies after the term of the 1987 National Agreement will be entitled to a remedy (or remedies) in accordance with the principles stated above. However, the parties agree that this paragraph does not create any liabilities after the term of the 1987-90 National Agreement if promoted employees do not experience pay anomalies.

M-01811 Pre-arbitration Settlement April 23, 2013, Q06N-4Q-C 11008195

On several occasions our representatives met in Pre-arbitration discussions on the above captioned grievance.

Time limits were extended by mutual consent.

After reviewing this matter, we agree to resolve this grievance based on the following:

(A) The step and next step date assignment for a city letter carrier following a reduction in grade will be determined as follows:

1. To Former Lower Grade. The employee is assigned to the step and next step date as if service had been uninterrupted in the lower grade since the last time held.
2. To New Lower Grade. The employee is assigned to the step and next step date in the lower grade as if all postal service had been in the lower grade.

(B) The Postal Service will modify the Employee and Labor Relations Manual, Section 422.125, to incorporate the above principle in accordance with Article 19 of the collective bargaining agreement.

(C) The parties will jointly review the salary history for the grievant in this case. The grievant's compensation will be adjusted consistent with application of the principle in paragraph A.

M-01355 Memorandum of Understanding, June 28, 1995

Memorandum of Understanding resolving promotion pay issues arising from the June 13, 1990, Memorandum of Understanding reached in case H7N-NA-C 39 and 73

M-01338 Pre-arbitration Settlement, August 12, 1998, H94N-4H C 97080228

Claims for over-payment regarding the promotion pay settlement will be processed in accordance with Article 28 of the National Agreement and Section 437 of the ELM.

M-00845 Step 4 Settlement, May 29, 1987, H1N-4C-C 35268

Step increases are to be computed as if they had served continually in their initial assignment after their return to their former grade. The parties are to apply the provisions of Subchapter 422.261(a) of the Employee and Labor Relations Manual to the specific fact circumstances involved in this case to resolve the issue.

M-00466 Step 4 Settlement, November 3, 1983, H1N-5K 13699

Whereas the grievant did not timely receive a Form 50 withholding the increase, the increase the increase shall be granted retroactively to the scheduled date.

M-00468 USPS/NALC/APWU Memorandum of Understanding, December 14, 1982

A single overt act in violation of the postal rules/regulations does not meet the "continued and repeated" clause warranting the withholding of a step increase.

M-00642 Step 4 Settlement, March 4, 1997, NC-E-4427

The information presented in this case indicates that the grievant's step increase was deferred on the basis of unsatisfactory performance during the waiting period as evidenced by several counselings which occurred during this period. - - - the stated reasons to support. unsatisfactory performance would be negated and the deferral of the step increase would not be justified.

M-01226 Memorandum of Understanding, June 28, 1995

Memorandum of Understanding resolving promotion pay issues arising from the June 13, 1990, Memorandum of Understanding reached in case H7N-NA-C 39. See also [M-01011](#) and [C-26334](#).

Payroll Deductions/Allotments

M-01650 Memorandum September 11, 2007

Re: Article 17.7.D Payroll Deductions/Allotments

No later than January 4, 2008, the Postal Service will increase the maximum allotments in the existing program by providing one additional allotment for the use of NALC bargaining unit

employees.

M-00651 Step 4 Settlement, July 28, 1983, H1N-3W-C 19993

The issue in this case is whether the grievant's back pay claim was properly reduced by the 1.3% toted Medicare Tax. - - - In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 and postal Bulletin 21387 (January 20, 1983) all wages paid after December 31, 1982, are subject to the tax withholding. The back pay payment to the grievant was paid after December 31, 1982, and it is not one of the excluded types of payment.

Reading Time

C-03235 National Arbitrator Garrett, July 30, 1975, NB-NAT-2705

Article XLI, Section 3.K. of the new M-41 Handbook requires payment to a carrier for time spent studying the new handbook at the direction or with the permission of the Postal Service, but only for a reasonable time.

Whether individual carriers are entitled to compensation under Article XLI, Section 3.K. shall be handled through the Article XV grievance procedure with due regard to the facts in each individual case.

M-01019 Step 4 Settlement, December 16, 1986, H1N-5B-C 14665

Non-cite settlement providing 20 minutes pay at the straight time rate for time spent reading material sent by management to employees' residences. See also [M-00924](#) and [M-00925](#).

M-00924 Pre-arbitration Settlement, December 18, 1986, H1N-5B-C 14665

Non-cite settlement providing 20 minutes pay at the straight time rate for time spent reading material sent by management to employees' residences. See also [M-00925](#) and [M-01019](#)

M-00925 Step 4 Settlement, May 30, 1989, H1N-4B-C 15772

Non-cite settlement providing 10 minutes pay at the straight time rate for time spent reading material, concerning absenteeism, sent by management to employees' residences. See also [M-00924](#) and [M-01019](#).

Restoration – Reinstatement

C-00843 National Arbitrator Aaron, September 3, 1982, H8-C-4A-C 11834

Employees who had been on compensation under the Federal Employees' Compensation Act and who after more than one year were partially recovered from their injuries and were reinstated to the same level and step they had occupied at the time of their separation were not entitled to the salary levels they would have occupied had they been continuously employed from the dates of their separation to the dates of their reinstatement.

Arbitrator Aaron decided this case as a purely contractual issue and declined to look at external law.

It is the position of the NALC that, notwithstanding Arbitrator Aaron's decision in this case, the Federal Employees' Compensation Act requires that employees, who have been on compensation for more than one year and are partially recovered from injuries, are when reinstated entitled to the salary levels they would have occupied had they been continuously employed from the dates of their separation to the dates of their reinstatement. The Contract Administration Unit should be contacted in any cases concerning this issue.

National Arbitrator Mittenthal, July 27, 1983, H1C-3W-C 10155

Management must place employee in assignment for which reinstated employee bid while discharge was pending.

M-00488 Step 4 Settlement, February 2, 1981, H8N-3W-C 19684

Part 420 of the Employee and Labor Relations Manual states the provisions of Chapter 7 of the Old Postal Manual remain in effect for bargaining unit employees. Part 753.312 of the old Postal Manual gives the appointing officer, who in this instance is the Postmaster, the authority to reinstate former postal employees at Step 1 of the salary level of the position or at any higher step which is less than 1 full step above the highest basic compensation received as a postal employee.

Saved Rate/Protected Rate

M-01572 Postal Service Letter, May 31, 2006

Postal Service response concerning the granting of saved rate to qualified injured or disabled employees whose current salary exceeds the maximum salary of the new grade to which reassigned.

M-00092 Pre-arbitration Settlement, April 4, 1985, H1N-1J-C 18920

If an employee, while assigned to the lower grade position and still in the protected rate period, voluntarily bids on a position in that same grade, such a bid is not considered a voluntary reduction to a lower salary standing at the employee's request.

Saved Grade

M-00875 Step 4 Settlement, December 5, 1988, H7N-3T-C 13947

The issue in this grievance is whether management improperly refused to afford the grievant a saved grade of pay when his position was eliminated.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that since ELM 421.53 is not specifically limited to situations where employees are displaced due to technological or mechanization change, the grievant should be restored to the appropriate saved grade of pay, retroactive to March 12, 1988, and reimbursed \$110.32 taken from his pay on pay period 10, without payment of any interest on any backpay calculated.

M-01194 Step 4 Settlement, March 10, 1994, H7N-5S-C 29947

The interpretive question at the time of appeal, which was considered at Step 4 Settlement, involved the appropriate management level responsible for approval of saved grade.

After reviewing this matter, we mutually agreed that the issue of the appropriate management level for approval of saved grade was resolved by the changes to ELM 421.531 published in Postal Bulletin 21849 dated September 2, 1993.

Sunday Premium

M-01041 APWU Step 4 Settlement, January 27, 1983, H8C-2M-C-10215

In the instant case, the grievant worked a portion of his scheduled tour, which called for him to work into Sunday, and took annual leave for the remainder of the scheduled tour. The portion of the tour for which the grievant received annual leave was that part which actually fell on Sunday.

The parties agree that under the definition of Sunday premium, an employee who has a scheduled tour, any part of which included Sunday, is entitled to "Sunday premium" for the hours actually worked in that schedule. This is true even though an employee may not work that portion of the tour which falls on the calendar day of Sunday, as was the case in this instance.

M-00699 APWU Step 4 Settlement, January 17, 1975

The USPS will issue instructions to the effect that all work schedules established or posted since July 21, 1973, which were arranged solely to avoid the payment of Sunday Premium payment and for which no operational justification existed should be reviewed and adjusted so as to provide Sunday Premium payment.

T-COLA

M-01637 Memorandum of Agreement, August 23, 2007

TCOLA/Promotion Pay Anomaly Remedy Implementation: The remedy implementation for the national level arbitration decision rendered by National Arbitrator Das on January 6, 2006, in C-26334 (see below).

C-26334 National Arbitrator Das, January 6, 2006, E98N-4E-C 02081672

The June 13, 1990, Memorandum of Settlement for Case No. H7C-NA-C 39 requires that ongoing anomaly or ABC lump sum payments made pursuant to Paragraph 6 of that agreement include TCOLA. Remedy and other issues relating to the underlying grievance filed by the NALC's Anchorage Alaska Branch should be addressed by the parties.

C-13671 National Arbitrator Mittenthal, June 16, 1994, H1N-5D-C 297 et al

Assume for the moment, consistent with the federal court rulings, that the Postal Service incorrectly calculated FLSA overtime, for TCOLA recipients under the ELM. Each such error would have been a

separate and distinct violation. We are not dealing here with a single, isolated occurrence. Management was involved in a continuing violation of the ELM. The affected employees (or NALC) could properly have grieved the violation on any day the miscalculation took place and such grievance would be timely provided it was submitted within the fourteen-day time limit set forth in Article 15. This is precisely the kind of case where a "continuing violation" theory seems applicable. To rule otherwise would allow an improper pay practice to be frozen forever into the ELM by the mere failure of some employee initially to challenge that practice within the relevant fourteen-day period."

Alaska T-Cola Grievances

Any employees covered by the grievance who were not party to the federal litigation and hence not beneficiaries of the settlement and who actually worked between April 30, 1987, and July 10, 1992, should receive backpay for whatever FLSA overtime compensation they were denied.

M-01164 Step 4 Settlement, October 5, 1993, Q90N-4Q-C 93049666

During our discussion, I confirmed that the Postal Service implemented payroll system changes for the computation of FLSA overtime in all TCOLA jurisdictions effective paychecks dated July 31, 1992 (USPS pay period July 11-24, 1992). It is further my understanding that these revisions have remedied the problem raised in this grievance. Accordingly, we agreed to close this case.

Step Increases

Memorandum of Understanding, 1990 National Agreement, June 12, 1991

Re: Granting Step Increases.

The parties agree that periodic step increases will not be withheld for reason of unsatisfactory performance and that all other aspects of the current step increase procedures remain unchanged, unless otherwise provided for by the 1990 National Agreement.

The Employee and Labor Relations Manual (ELM) shall be amended to conform with the above stated agreement.

M-01060 APWU Step 4 Settlement, October 23, 1987, H4C-3W-C-37256

The issue in this grievance is whether there is a requirement for advance notice to employees whose step increases are withheld because of leave without pay usage.

During our discussion, we mutually agreed that current instructions require written advance notice when an employee's step increase is to be withheld. Inasmuch as no advance notice was given in this instance, the grievant's step increase is to be reinstated retroactively to the due date.

M-01135 APWU Step 4 Settlement, January 16, 1981, H8C-5K-C 12565

The question in this grievance involves whether the grievant, who used in excess of 13 weeks of leave

without pay, should have her step increase withheld when she did not receive advance written notice.

After reviewing the file, it is our determination that the Notice of Withholding of Step Increase was received by the grievant on June 19, 1980. The step increase was due to be effective on May 31, 1980. Therefore, the notice is considered procedurally defective.

Current instructions require that advance notice must be given to the employee with respect to a decision to withhold an employee's step increase. Since the employee's step increase was due May 31, 1980, she failed to receive the required advance notice. Therefore, we find the grievance is sustained to the extent that the notice of withholding was not timely.

By copy of this letter, the postmaster is instructed to reinstate the grievant's step increase retroactively to May 31, 1980, and make any subsequent adjustments precipitated by this decision.

M-00819 Letter, April 18, 1988

A Form 50 is processed to initiate a step deferral and when such deferral is subsequently canceled, appropriate action will be taken to ensure that reference to the canceled action does not appear in the employee's Official Personnel Folder or in the history section of subsequent Form 50's.

C-00782 APWU National Arbitrator Bloch, May 24, 1985, H1C-5F-C 21356

An employee detailed to a higher level assignment should receive step increases in the higher level as if promoted to the position.

M-01896 Memorandum of Understanding, July 27, 2018

Re: Step Credit for Former Transitional Employees

Due to errors with the original calculations, USPS has agreed to recalculate the TE step credit for eligible employees for applying the provisions of the MOU *Re: Step Credit for Former Transitional Employees*.

PERSONNEL FILE

See also

Information, Union's Right To

M-00570 Step 4 Settlement, January 27, 1983, H1N-1N-D 5881

The letter of proposed removal at issue in this case was reduced to a letter of warning at Step 2. Therefore, the letter of proposed removal shall be removed from the grievant's official personnel file.

M-00548 Settlement Agreement May 12, 1981, N8C-1M-C 3719

A supervisor's discussion with an employee is not considered discipline and is not grievable, and "no notation or other information pertaining to such discussion shall be included in an employee's

personnel folder." Although Article 16 permits a supervisor to make a personal notation of the date and subject matter of such discussions for his own personal record(s), those notations are not to be made part of a central record system nor should they be passed from one supervisor to another. A supervisor making personal notations of discussions which he has had with employees within the meaning of Article XVI must do so in a manner reasonably calculated to maintain the privacy of such discussions and he is not to leave such notations where they can be seen by other employees.

M-00856 Step 4 Settlement, May 27, 1988, H4N-5C-C 14779

Local management may not refuse to forward an employee's personnel folder to another installation in order to prevent or delay the consideration of the employee's request for transfer.

M-00104 Step 4 Settlement, August 18, 1976, NCE-2263

A steward should be allowed to review an employee's Official Personnel Folder during his regular working hours depending upon relevancy in accordance with the applicable provisions of Article XVII, Section 3.

M-00944 Step 4 Settlement, August 17, 1989, H7N-4J-C-13361

The issue in this grievance is whether the grievant was entitled access to his psychological records pursuant to 353 of the Administrative Support Manual (ASM).

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agree that this dispute is subject to the Grievance and Arbitration procedure and resolvable by an arbitrator.

M-01101 Pre-arbitration Settlement, November 12, 1992, HoN-3W-D 1157

The issue in these cases is whether management was required to provide access to an employee's Employee Assistance Program (EAP) records and Official Personnel Folder (OPF) without the consent of the employee. During our discussion, we mutually agreed to make available any discipline records found in the OPF of that employee and allow the union's representatives to review these records.

M-00103 Step 4 Settlement, November 17, 1978, NCS-12616

There is no prohibition against the supervisor and/or the employee making a personal notation of the date and subject matter for their own personal records. However, no notation or other information pertaining to such discussion shall be included in the employee's personnel folder.

M-01368 APWU Step 4 Settlement, August 17, 1988, H7C-NA-C 21

All records of totally overturned disciplinary actions will be removed from the supervisor's personnel records as well as from the employee's official personnel folder.

If a disciplinary action has been modified, the original action may be modified by pen and ink changes so as to obscure the original disciplinary action in the employee's official personnel folder and supervisor's personnel records, or the original action may be deleted from the records and the

discipline record reissued as modified.

In the past element listings in disciplinary actions, only the final action resulting from a modified disciplinary action will be included, except when modification is the result of a "last chance" settlement, or if discipline is to be reduced to a lesser penalty after an intervening period of time and/or certain conditions are met.

PIVOTING

Postal Operations Manual (POM)

645.1 Pivoting Definition Pivoting is a method of utilizing the undertime of one or several carriers to perform duties on a temporary vacant route or to cover absences.

Nonpreferential mail may be curtailed within delivery time standards on the vacant route and/or on the route of the carriers being pivoted.

645.2 Pivoting Usage Pivoting is not limited to periods when mail volume is light and when absences are high, but also can be utilized throughout the year for maintaining balanced carrier workloads. *(Note: this language was formerly found in POM Section 617.2)*

M-01704 USPS Letter, July 30, 2003

"This is in response to your correspondence dated April 29 (2003) regarding the reinstatement of Section 617.2 Employee Undertime Utilization-Pivoting in the Postal Operations Manual (POM). As discussed, the language was inadvertently deleted. The reinstatement of the language is not intended to impact its historical use or application."

Note: *In the early 2000's management took the pivoting language out of the POM and then reinstated that language with the above letter from Manager of Labor Relations Policy and Programs dated July 30, 2003. The language now appears in POM Section 645. The importance of this letter is that it confirms that the reinstatement of the language does not impact its historical use, application, or any established past practice.*

M-01292 Pre-arbitration Settlement, July 28, 1997, F94N-4F-C 97005324

The parties agreed that application of section 617.2 Pivoting, of the Postal Operations Manual (POM) does not change the provisions of Article 41, Section 1.C.4 of the National Agreement. Routers must be kept on their bid assignment and not moved off the duties in the bid description unless there is an undertime situation, or in "unanticipated circumstances."

M-00244 Step 4 Settlement, July 8, 1982, H8N-5D-C 21854

The issue in this grievance involves application of the overtime desired list vis-a-vis the pivoting of routes. The parties at the national level agree that a route is that which is identified by Article XLI, Section 1.B.4.(h) of the 1978 National Agreement.

M-00776 Step 4 Settlement, March 28, 1977, NCE 4790

When no letter carriers from the Overtime Desired List are available, management has the option of mandating overtime by juniority, of using part-time flexible employees, of asking for volunteers, or pivoting work on vacant routes.

[M-00073](#) Step 4 Settlement, December 9, 1983, H1N-4F-C 20559

Management may pivot the route of the "hold-down" on a day-to-day basis without incurring any liability.

POSTAL INSPECTORS/OIG

See Also

[Weingarten Rights](#)

[M-01092](#) USPS v NLRB, No. 91-1373, D.C. Cir, June 30, 1992

Decision by the U.S. Court of Appeals for the D.C. Circuit upholding an NLRB decision concerning Weingarten rights (M-01093). The Board held that Postal Inspectors violated the Weingarten doctrine by refusing a request by a steward to consult with an employee prior to the employee's interrogation by the Inspectors.

[M-01504](#) Pre-arbitration Settlement, November 6, 2003, E94N-4E-C 98045164

The decision to conduct a controlled delivery is a coordinated determination made by appropriate Inspection Service authority. Postal inspectors are the only personnel authorized to perform a controlled delivery of mail, and inspectors are the only authorized law enforcement officials allowed to use USPS uniforms. Inspectors will not use carriers for controlled deliveries or investigative activities. Obtaining information from employees, which the employees have or could have gathered in the normal course of their duties without causing or increasing the potential for harm to them, is permitted.

[M-00586](#) Letter, March 19, 1979

The Chief Inspector's view as to the proper role of union representatives in Inspection Service interrogations.

[M-00585](#) Memorandum, August 31, 1973

Not-for-publication Memorandum regarding the Inspection Service, initialed by J. H. Rademacher, and providing that Inspectors will not issue letters of charges, but will give Miranda warnings to those taken into custody.

Interviewing Inspectors

[M-00225](#) Letter, March 10, 1981, N8-N-0224

The Postal Service agrees that a steward who is processing and investigating a grievance shall not be

unreasonably denied the opportunity to interview Postal Inspectors on appropriate occasion, e.g., with respect to any events actually observed by said Inspectors and upon which a disciplinary action was based. See also [M-00864](#).

[M-01327](#) Step 4 Settlement, May 26, 1998, J94N-4J-C 98033595

There is no disagreement between the parties at the National level that the Union may interview Postal inspectors if the interviews would be relevant and necessary for processing a grievance or in determining if a grievance exists. We further agreed that whether or not the steward's request was unreasonably denied is a matter of local fact circumstances that should be determined by a regular arbitrator.

[M-00864](#) Step 4 Settlement, September 23, 1988, H7N-3W-D 3069

The Postal Service agrees that a union steward who is processing and investigating a grievance shall not be unreasonably denied the opportunity to interview Postal Inspectors on appropriate occasion, e.g., with respect to any events actually observed by said Inspectors and upon which a disciplinary action was based. See also [M-00225](#).

Inspector's Notes, Video Tapes

[M-01308](#) Pre-arbitration Settlement July 14, 1997, E90N-1E-C 93048688

The issue in this grievance is whether management violated the National Agreement by failing to turn over requested postal inspection service notes and video tapes during the investigation of a grievance.

During our discussion, it was mutually agreed that the following constitutes full and final settlement of this grievance:

The USPS understands its obligation to release properly requested information to the union that is relevant and necessary for collective bargaining and/or contract administration.

Office of Inspector General (OIG)

[M-01628](#) USPS Letter, March 22, 2005

Please be advised that pursuant to the enclosed memorandum, certain types of work place investigations of employee misconduct are being transitioned to the Office of Inspector General from the Inspection Service. This transition will not restrict, eliminate, or otherwise adversely affect any rights, privileges, or benefits of either employees of the Postal Service, or labor organizations representing employees of the Postal Service.

POSTING

See also

Bidding

M-01563 Pre-arbitration Settlement, February 2, 2006

Article 7.3.B includes no provisions for reversion of fulltime letter carrier duty assignments. Rather, consideration of reversion of reserve letter carrier assignments is initiated pursuant to the applicable provisions of Article 41.1.A.1 of the National Agreement.

M-00869 Pre-arbitration Settlement, January 12, 1989, H4N-5C-C 29967

The duty assignment of a discharged employee shall not be posted for permanent bid until and unless the employee is actually removed from the rolls.

M-00629 Step 4 Settlement, September 20, 1977, NCS 7524

The duty assignment was vacant and consequently it was not appropriate to post all positions for bid. A full-time carrier's job must be abolished before paragraph "O" of Article 41, Section 3 is invoked.

M-01157 Step 4 Settlement, January 14, 1994, HoN-4R-C-9748

We mutually agreed, that in accordance with Article 41 Section 1.A.1, a vacant or newly established duty assignment not under consideration for reversion shall be posted within five working days of the day it becomes vacant.

The Employer should provide written notice to the Union, at the local level, of the assignments that are being considered for reversion and the results of such consideration.

M-00904 Step 4 Settlement, August 25, 1988, H4N-1P-C 32698

A newly established reserve regular duty assignment must be posted for bid according to Article 41.1.A.1 of the National Agreement.

M-01389 Step 4 Settlement, October 25, 1999, B94N-4B-C 99118443

The issue in the instant grievances involves a local district policy to consider all vacant routes for reversion pursuant to the provisions of Article 41.1.A.1. The parties agreed that a "blanket" policy to consider all vacant routes for reversion prior to posting is inconsistent with the provisions of Article 41.1.A.1. Routes considered for reversion are to be considered on a route by route basis. Accordingly, it was agreed that the Connecticut Vacant Route Policy of December 8, 1998, as well as the March 23, 1999, revised policy, are to be rescinded.

M-00927 Step 4 Settlement, May 30, 1989, H1N-2B-C 9069

When a route should be posted for bids after the incumbent carrier has successfully bid on another assignment is determined by local past practice.

M-00933 Step 4 Settlement, September 13, 1988, H4N-5T-C 42287

The phrase "additional duties as assigned" in a job posting violates the instructions in Article

41.1.B.4. See also [M-00956](#).

[M-00956](#) Step 4 Settlement, November 11, 1989, H7N-5C 11914

Management must comply with the provisions of Article 41.1.B.4., when posting job vacancies. The disputed phrase ("other carrier duties as required") will be deleted from future postings. We further agreed that Management may list any number of "other duties," but must specifically identify such duties. See also [M-00933](#).

[M-01198](#) Settlement Agreement, January 25, 1995

Settlement agreement and resolution to questions raised concerning the implementation of the January 10 Memorandum of Understanding (MOU) regarding the expansion of the Carrier Technician, Level 6, program.

[M-01815](#) Interpretive Step Settlement, May 8, 2013, Q01N-4Q-C 07170283

The parties agreed that the subject suspension of bidding did not modify or alter the posting and bidding provisions of Article 41.1 of the National Agreement. Any case held pending resolution of this national case shall be processed pursuant to the provisions of the National Agreement.

Article 41, Section 3.O

[C-15248](#) National Arbitrator Snow, March 22, 1996, B90N-4B-C 92021294

When routes are posted under the provisions of Article 41, Section 3.O it must be done "in accordance with the posting procedures in this Article". This reference is to Article 41, Section 1.B.2 which provides that such postings shall be installation wide unless the local agreement or established past practice provides otherwise.

[M-00061](#) Step 4 Settlement, May 26, 1983, H1N-3A-C 16392

Normally the changing of routes on a swing does not require the routes to be reposted for bid. See also [M-00694](#).

[M-00694](#) Step 4 Settlement, February 6, 1987, H1N-3A-C 30176

If a local Memorandum of Understanding contains the Article 41.3.O language and changes in T-6 strings are so great that the assignments are abolished, they should be reposted in accordance with Article 41.3.O If a local Memorandum of Understanding does not contain 41.3.O language, reposting is not required. Changing one route in a T-6 string is not a cause for reposting regardless of local Memorandum of Understanding provisions. See also [M-00061](#).

[M-00629](#) Step 4 Settlement, September 20, 1977, NCS 7524

The duty assignment was vacant and consequently it was not appropriate to post all positions for bid. A full-time carrier's job must be abolished before paragraph "O" of Article 41, Section 3 is invoked.

M-01185 Step 4 Settlement, March 10, 1994, HoN-3N-C 12419

The issue in this grievance concerns the application of Article 41.3.O of the National Agreement. During our discussion we agreed that:

1. Article 41.3.O states that "For the purpose of applying that provision, a delivery unit shall be a postal station, branch or zip code area."
2. Article 30, Section B, item 18 of the National Agreement provides for "the identification of assignments comprising a section, when it is proposed to reassign within a installation employees excess to the needs of a section."
3. A "section" defined in a Local Memorandum of Understanding for the purposes of Article 30, Section B Item 18 is not necessarily a "delivery unit" for purposes of Article 41.3.O.

In the instant case, it appears that management restricted the assignments being posted under Article 41.3.O to the assignments in the "section" which had been defined under item 18 of five carriers he/she relieves." Unless those were the only assignments in the delivery unit, this appears inappropriate.

C-24768 National Arbitrator Briggs, October 31, 2003, J94N-4J-C 98009292

A route change of greater than 50% does not constitute an "abolishment" under Article 41.3.O of the National Agreement.

M-00986 Step 4 Settlement, July 26, 1990, H4N-3A-C 62482

T-6 positions should be included in postings under Article 41.3.O.

M-00993 Memorandum of Understanding, April 16, 1976

The provision set forth in Article XLI, section 3.O is operative only if it was included in the local agreement as a result of a request by the local branch of the NALC during the local implementation period.

The language in this Section provides for the posting of all routes and duty assignments in a delivery unit in two separate situations:

1. When a route other than the route of the junior employee holding a bid route is abolished, all routes and duty assignments in the delivery unit go up for bid.
2. When a duty assignment other than the duty assignment of the junior employee holding such bid assignment is abolished, all routes and duty assignments in the delivery unit go up for bid.

M-01129 Step 4 Settlement, January 21, 1993, HoN-2L-C 9959

The issue in this grievance is whether Management violated the National Agreement by reverting T-6 positions after posting them and receiving no bidders.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented

in this case. We further agreed that this issue was previously decided by national arbitrator Gamser in case H8N-4B-C 16500.

[M-01564](#) NALC Letter, February 9, 2006

A letter from NALC President, William H. Young to USPS Labor Relations Vice President, Douglas Tulino initiating a national level dispute.

Pursuant to Article 15, Section 3.F of the National Agreement, I hereby initiate at the national level, the interpretive dispute between the parties arising from management's claim that it may abolish full-time delivery routes, and substitute new part-time or auxiliary routes consisting of less than eight hours work.

PROBATIONARY EMPLOYEES

[M-01841](#) Memorandum of Understanding, August 13, 2014

Re: Article 12.1 Probationary Period Bidding

The parties agree to the following regarding bidding during a ninety calendar day probationary period:

Full-time career city letter carriers who are serving a probationary period pursuant to Article 12.1 of the National Agreement and applicable Memorandum of understanding are eligible to bid for vacant duty assignments in accordance with Article 41 .1 of the National Agreement.

Seniority for full-time career city letter carriers during their probationary period will be computed for the purpose of bidding pursuant to this agreement. This computation of such seniority does not create any additional obligation or entitlement for application of seniority not otherwise provided for in the National Agreement.

This agreement is effective from the date of signature. However, either party may terminate this agreement by providing 30 days written notice to the other party. This agreement is reached without prejudice to the position of either party in this or any other matter and may only be cited to enforce its terms.

[M-00542](#) Step 4 Settlement, October 1, 1984, H1N-5G-C 23085

Under section III.C.5l.a of a Management Instruction EL-830-83-11, all driver candidates must pass the end-of-training test (TD-287C and TD-287D). The word candidates is intended to apply to newly hired employees only.

[M-01008](#) MSPB Decision, November 19, 1987

Under 5 CFR Part 353 (MSPB), probationary employees who recover within one year of the commencement of compensation have an unconditional right to be restored to their former or equivalent positions. See also [M-01009](#).

[M-00595](#) Step 4 Settlement, April 10, 1980, N8-W-0278

Management may not refuse to allow opting as provided in Article 41, Section 2.B.3 and 2.B.4 in order to reserve the assignment for the training and performance evaluation of probationary employee.

C-22547 National Arbitrator Das, September 10, 2001, Q98N-4Q-C 99251456

Article 12.1.A denies a probationary employee access to the grievance procedure to challenge his or her separation on the grounds of alleged noncompliance with the procedures in Section 365.32 of the ELM.

A dispute as to whether the Postal Service's action separating the employee occurred during his or her probationary period is arbitrable because that is a precondition to the applicability of Article 12.1.A.

M-1009 MSPB Decision, November 8, 1989, CH03538010142

While serving a probationary period with the agency, the appellant received a marginally satisfactory performance rating. A short time later he sustained a compensable injury. While he was recuperating from his injury, the agency terminated his employment for unsatisfactory performance. Upon his recovery within one year, he was refused restoration by the agency. The agency claimed that the restoration procedures did not apply in the case of an employee who was terminated for cause.

Notwithstanding the fact that appellant received a notice of termination for cause, i.e., unsatisfactory performance, the board finds upon examination of the facts that appellant's separation was substantially related to his compensable injury. Accordingly, the Board finds that the appellant was entitled to restoration rights. The initial decision is hereby REVERSED and the agency is ORDERED to restore the appellant consistent with 5 C.F.R. part 353C retroactive to the date compensation ceased, and furnish evidence of compliance with this decision to the Regional Office within ten (10) days of receipt.

Separation of "probationary" employees

C-22547 National Arbitrator Das, September 10, 2001, Q98N-4Q-C 99251456

Article 12.1.A denies a probationary employee access to the grievance procedure to challenge his or her separation on the grounds of alleged noncompliance with the procedures in Section 365.32 of the ELM.

A dispute as to whether the Postal Service's action separating the employee occurred during his or her probationary period is arbitrable because that is a precondition to the applicability of Article 12.1.A.

M-00594 Step 4 Settlement, November 25, 1980, H8N-2W-C 7259

Probationary employees are without seniority rights, although retroactively computed, until satisfactory completion of ninety (90) days of employment. Therefore, probationary employees are

not entitled to exercise preference rights for a hold-down duty assignment pursuant to Article 41, Section 2.B.4.

QUALIFICATIONS

[C-03015](#) National Arbitrator Fasser, December 9, 1977, NBS 2737

A city letter carrier who is the senior bidder is the "senior qualified bidder" where he possessed all of the qualifications for the job despite the fact that the record showed certain disciplinary actions taken against him.

[M-00151](#) Step 4 Settlement, January 13, 1981, H8N-5D-C 12936

By virtue of the fact that the grievant is a letter carrier, in and of itself, makes him qualified to perform the duties on a city delivery route.

[M-00214](#) Step 4 Settlement, June 28, 1974, NBN 1572

Information in the file reflects that a carrier not on the overtime assignment list was called in for an overtime assignment in lieu of the grievant whose name was on the list.

Management contended that the grievant was bypassed, in this instance, because he did not possess the necessary skills to work the route referred to in the grievance.

It is our position that a regular full time carrier is considered to possess the necessary skills to work routes other than his own.

[M-00491](#) Step 4 Settlement, June 29, 1972, NW 555

It is improper to deny a letter carrier's bid based on her attendance record.

[M-00311](#) Step 4 Settlement, October 31, 1985, H4C-1A-C 3263

Employees will be required to submit only that information which is called for on PS Form 1717 when indicating a desire to be considered for duty assignments which are filled on a senior qualified basis.

[M-00279](#) Step 4 Settlement, January 31, 1977, NCS 4362

An employee need only be "qualified" to carry a route. The T-6 carrier will not be moved off his string solely because he is "better qualified" to carry a particular route.

[M-00196](#) Step 4 Settlement, May 24, 1974, NBN 1325

A full-time regular letter carrier is a "qualified" craft employee. The overtime provisions in Article VIII do not provide for the assignment of the "best qualified" employee available. See also [M-00291](#).

[M-01198](#) Settlement Agreement, January 25, 1995

Settlement agreement and resolution to questions raised concerning the implementation of the January 10 Memorandum of Understanding (MOU) regarding the expansion of the Carrier

Technician, Level 6, program.

RADIOS

[M-00786](#) Settlement Agreement, March 22, 1983

The following applies to offices which permitted the use of radio headsets prior to November 25, 1982:

The use of radio headsets is permissible only for employees who perform duties while seated and/or stationary and only where use of a headset will not interfere with performance of duties or constitute a safety hazard. Employees will not be permitted to wear or use radio headsets under other conditions, including but not limited to: while walking or driving; near moving machinery or equipment; while involved in oral business communications; while in contact with, or in view of the public; or where the head- set interferes with personal protective equipment.

See also [M-00412](#) and [M-00514](#).

[M-00517](#) Step 4 Settlement, July 5, 1984, H1N-4K-C 13691

Whether or not such radios or tape cassettes should be permitted is determined by applying Article 14 and past practice at the local office to the fact circumstances. See also [M-00538](#).

[M-00512](#) Step 4 Settlement, June 6, 1984, H1N-3D-C 24747

The Postal Service's current national policy concerning personal portable radio or tape cassette headphones was published in Postal Bulletin 21397, dated March 31, 1983. Any radio use not covered by the Bulletin is subject to local determination based on safety, past practice, operating feasibility, etc.

[M-00514](#) Step 4 Settlement, June 11, 1984, H1N-3W-C 21405

The use of radio headsets is permissible only for employees who perform. duties while seated and/or stationary and only where use of a headset will not interfere with performance of duties or constitute a safety hazard. Employees will not be permitted to wear or use radio headsets under other conditions, including but not limited to: while walking or driving near moving machinery or equipment; while involved in oral business communications; while in contact with, or in view of, the public or where the headset interferes with personal protective equipment.

[M-00499](#) Step 4 Settlement, April 18, 1984, H1N-3U-C 25856

Postal policy concerning personal portable radio or tape cassette headphones, published in Postal Bulletin 21379, November 25, 1982, and the settlement letter between the parties, dated March 21, 1983, did not apply to other types of radio equipment which may have been permitted. Whether or not a past practice existed involving the use of personal radios at the carrier cases is purely a factual dispute and is suitable for regional determination.

[M-00482](#) Step 4 Settlement, June 24, 1982, H8N-3T-C 36426

The question raised in this grievance involves whether local management was discriminatory by denying the employee the use of his earphone radio while casing mail.

Whether this matter was properly handled can only be determined by applying the fact circumstances involved against the past practice in the local installation.

M-00538 Step 4 Settlement, February 21, 1985, H1N-5D-C 25283

Whether or not such radios should be permitted is determined by applying Article 14 and the local past practice to the fact circumstances.

M-00903 Step 4 Settlement, February 1, 1989, H1N-3D-C 38508

Any use of personal portable radios (in postal vehicles) that is not covered by the postal policy published in Postal Bulletin 21397, March 31, 1983, is subject to local determination based on such considerations as safety, past practice, and operation feasibility.

M-00412 Step 4 Settlement, June 24, 1983, H1N-3U-C 17325

The following applies to offices which permitted radio headset use prior to November 25, 1982: The use of radio, headsets is permissible only for employees who perform duties while seated and/or stationary and only where use of a headset will not interfere with performance of duties or constitute a safety hazard. Employees will not be permitted to wear or use radio headsets under other conditions, including but not limited to: while walking or driving; near moving machinery or equipment; while involved in oral business communication; while in contact with, or in with personal protective equipment.

M-00765 Postal Bulletin 21379, November 25, 1982

The wearing of personal portable radio or tape cassette headphones while performing postal duties is prohibited. These units include walkman devices, self-contained radio headphones, or earplugs, or similar devices which introduce sound directly into the ear. Excepted are MPLSM operators who are authorized to wear special head phones approved by management during the performance of certain duties and employees who wear non-sound generating earplugs or muff protectors approved by management and designed for hearing protection.

This policy is instituted because the principal purpose of such headphones is to provide entertainment and, as such, can draw concentration away from potentially hazardous situations.

Motor vehicle and delivery duties clearly require maximum concentration to traffic conditions which can be compromised by headphones. Some local and state jurisdictions have banned those devices when driving or walking through the streets.

Headphones, especially with wires leading to units worn or carried elsewhere on the body, may become caught in moving equipment or machinery or interfere with personal protective equipment, e.g., hardhats, respirators, or goggles. They can also be a hazard when performing jobs where an auditory alarm or feedback is essential, e.g., around conveyors where startup alarms are used, when

a change in the sound indicates equipment malfunction, and where warning or other verbal communications from supervisors or fellow employees are necessary. See [M-00499](#) and [M-00517](#) on applying article 14 of the National Agreement and past practices regarding personal portable radio or tape cassette headphones.

REASSIGNMENTS

See also

[Limited Duty](#)

[Transfers](#)

[M-01554](#) USPS-NALC Letter, November 1, 2005

Explanation of the October 21 Memorandum of Understanding re: *Employee Reassignment/Work Issues Arising from Hurricane Katrina*.

It is an example of another way in which carriers may voluntarily reassign to another installation, on a temporary or long term basis, in order to assist areas of the country devastated by natural disasters.

[M-01968](#) Memorandum of Understanding, November 1, 2021

Memorandum of Understanding in which NALC and USPS agree to temporarily detail city letter carriers to installations other than their own on a voluntary basis. The parties recognize that staffing issues may be temporarily addressed by the voluntary detail of city letter carriers to different installations while long-term solutions are being developed or implemented.

[M-01947](#) Memorandum of Understanding, March 29, 2021

Re: Reassignment Opportunities

Agreement which recognizes that opportunities for career employees to apply, and be considered, for reassignment from one installation to another may be limited due to the increase in the number of part-time flexible city letter carriers who are converted from non-career to career status in accordance with the terms of the MOU *Re: City Carrier Assistants – Conversion to Career Status*. The agreement modifies certain terms of the MOU *Re: Full-time Regular Opportunities – City Letter Carrier Craft* in order to continue providing such opportunities for career employees to reassign.

[C-00936](#) National Arbitrator Aaron, January 24, 1983, H1C-5D-C 2128

Pursuant to the provisions of 546.141 of the ELM, A fulltime rural carrier who has incurred an on-the-job injury must be offered a full-time regular position in another craft that minimizes adverse or disruptive impact on the employee.

[C-05114](#) National Arbitrator Aaron, October 22, 1979, ACE 20433

The Postal Service did not violate the 1975-78 collective bargaining agreement the weekend of Fourth of July 1977, the Labor Day, 1977, when it closed the operation of the Chester Post Office and gave the clerk craft employees scheduled to work on those given Sundays the alternatives of working in Philadelphia, taking annual leave, or taking leave without pay.

C-07233 National Arbitrator Bernstein, August 7, 1987, H1N-1J-C 23247

The Postal Service may not permanently transfer an employee who sustained an injury on duty and who is performing limited duty to another craft on an involuntary basis.

M-00081 Step 4 Settlement, December 6, 1982, H8N-4J-C 33933

The issue in this case is whether management violated the National Agreement by reassigning the employee to another craft due to his inability to work safely.

It was mutually agreed that: An employee may volunteer for reassignment to another craft. However, the Postal Service may not unilaterally make such a reassignment.

M-01685 USPS Letter, June 4, 2008

Response to NALC correspondence:

Bargaining unit employees requesting voluntary reassignment may use eReassign or they may submit written requests to Human Resources Local Services. Such written/manual requests will be entered in and processed through Reassign. Employees should request Human Resources contact-information through local management.

M-01686 USPS Letter May 24, 2008

Response to NALC correspondence:

Pursuant to Article 12.6 of the National Agreement and the July 21, 1987 MOU Re: Transfers, installation heads will consider requests for transfers submitted by employees from other installations. The eReassign process does not change this contractual requirement.

If an employee submits eReassign requests for a transfer to more than one installation in a district and a request for one of those installations is considered but not granted, this does not close or delete requests for other installations. Rather, the other transfer requests will receive consideration, as appropriate, pursuant to Article 12.6 and the MOU Re: Transfers.

M-01103 Step 4 Settlement, September 22, 1992, H7N-5R-C-30346

The issue in these grievances is whether management violated the Agreement when the grievant was permanently reassigned work in another craft.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in these cases.

Further, it is agreed that ELM, Part 546.14 is applicable in such cases. Accordingly, these cases are returned to Step 3 for further processing, including arbitration if necessary to determine whether the

ELM provisions were appropriately applied

M-00976 USPS Letter, June 27, 1990

The union representatives requested that the PS Form 2444, Postal Service Relocation Agreement, be changed to specifically exclude employees exercising their retreat rights. They also requested that the 12-month commitment not be additive.

After considering all responses, we have decided not to make the 12-month commitment additive. However, we do not feel that the changing of the Form 2444 as requested by the unions is necessary. It is understood and accepted that the national agreement takes precedence over the relocation commitment. If a bargaining unit employee was involuntarily relocated and, within the 12-month commitment period, exercises his/her retreat rights to return to the original duty station, the 12-month commitment would be waived by the Postal Service.

M-00068 Step 4 Settlement, September 19, 1973, NE-5032

Article XII of the National Agreement (Article XIII of POD 53, dated March 9, 1968) does not explicitly provide for the arbitrary permanent reassignment of ill or injured employees across craft lines against their wishes. Accordingly, the reassignment of the grievant in this case will be canceled and he will be restored to the rolls of the letter carrier craft, without loss of seniority.

M-01578 Postal Service Correspondence, May 24, 2006

Pursuant to Article 12.6 of the National Agreement and the July 21, 1987, MOU Re: Transfers, installation heads will reconsider requests for transfers submitted by employees from other installations. The eReassign process does not change this contractual requirement.

If an employee submits eReassign requests for a transfer to more than one installation in a district and a request for one of those installations is considered but not granted, this does not close or delete requests for other installations. Rather, the other transfer requests will receive consideration, as appropriate, pursuant to Article 12.6 and the MOU Re: Transfers.

C-32099 National Arbitrator Das, September 21, 2015, Q06-N4Q-C 1111196

The issue was whether 12.5.C.5.b.(6) of the NA is violated when involuntarily reassigned city letter carriers are required to exercise their retreat rights specifically on residual vacancies in the level from which they were excessed in their original installation. The NALC argues that 12.5.C.5.b.(6) makes no reference to "residual" vacancies; therefore, under the plain language of the provision, the Postal Service obligation to honor the employee's request to retreat is triggered as soon as the "first vacancy" occurs in the employee's level and craft in the original installation. Arbitrator Das concluded that the Postal Service is not obligated to offer retreat rights to an employee who was excessed to a different installation until a "residual vacancy" exists in the original installation.

C-34289 National Arbitrator Das, November 5, 2019, Q16N-4Q-C 18427350

NALC argued that employees in pay grades equivalent to the former City Carrier Grade 1 (CC-1) were

no longer eligible to be excessed into the Letter Carrier craft under Article 12 of the NA as Article 12 prohibits excessing employees across craft lines to higher level positions.

Finding for the Postal Service, the arbitrator wrote, "The fact that the 'pay schedule consolidation' ultimately agreed to in the MOU was a new concept proposed by the Postal Service in response to the NALC's demand for an upgrade and the absence of any use of the term "upgrade" in the MOU...surely alerted, or should have alerted, the NALC that the Postal Service understood that by agreeing to the MOU it was not agreeing to change the relative level of Carriers in relation to positions in other crafts. Otherwise, there would have been no apparent reason not to just agree to upgrade CC-1 Carriers to CC-2 and CC-2 Technician Carriers to CC-3...This is particularly so given that there is no evidence that the duties, responsibilities and/or working conditions of the CC-1 Carrier positions had changed significantly, or that the NALC alleged such changes in negotiations."

M-01213 APWU Step 4 Settlement, July 23, 1993, H7C-4K-C 28684

The issue in this grievance concerns the meaning of the "within 100 mile" limit in Article 12.

After discussion, we agreed to settle this grievance as follows:

The 100 mile criteria identified in Article 12, (e.g., 12.5.C.1.b, 12.5.C.1.d, 12.5.C.1.f, 12.5.c.5.b.(1), and 12.5.C.5.b.(1) (b) is measured as the shortest actual driving distance between installations.

Supervisors Returning to Bargaining Unit

C-10147 National Arbitrator Snow, August 13, 1990, H7N-4Q-C 3766

Arbitrator Snow held that when a former supervisor is reassigned to the letter carrier craft, his full-time or part-time status is to be determined by reference to the seniority provisions of the Agreement. Accordingly:

- 1) If a letter carrier becomes a supervisor and returns to the letter carrier craft in the same office within two years -thus retaining his seniority -he may be assigned to a fulltime position.
- 2) If a letter carrier becomes a supervisor and returns to the letter carrier craft after two years have passed, he loses seniority and thus may only be assigned to a parttime flexible position.
- 3) If a letter carrier becomes a supervisor and returns to the letter carrier craft in a different office, he will have accumulated no seniority and thus may only be reassigned to a part-time flexible position.

M-00805 Pre-arbitration Settlement, March 28, 1986, H1N-1E-C 35862

Management violated the National Agreement by not converting the grievant, part-time flexible, to full-time status prior to the voluntary reassignment of a supervisor from another post office to the vacant craft position. In this situation, the supervisor had been away from a craft position for more than two years. Therefore, the parties agree that the Postmaster General's letter of April 6, 1979, concerning voluntary reassignments and transfers applies, wherein it states:

Full-time non-bargaining-unit employees will be reassigned into full-time positions unless the reassignment is to a vacant bargaining-unit position.

All employees reassigned to positions in the bargaining unit will have their seniority established in accordance with applicable collective-bargaining agreements.

The parties also agree to the following remedy:

Applying this criteria, the grievant will be placed in the bid position sought under this grievance and the incumbent will become an unassigned regular.

For the period beginning when the grievant would have been placed in the bid position, he will be compensated for the difference between his paid hours and forty hours in any week in which he did not receive pay for forty hours. See also [M-00806](#) and [M-00844](#).

Note: *The grievant in this case was the only PTF employee in the installation. (See File)*

[M-00806](#) Step 4 Settlement, December 15, 1987, H4N-3N-C 50948

The issue in this grievance is whether management violated the National Agreement when it assigned a former supervisor to a Full-time Regular position at the Kenner, Louisiana office. After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Accordingly, we agreed to remand this case to the parties at Step 3 for further processing in accordance with the principles outlined in the Memorandum of Understanding in case number H1N-1E-C 35802, South Grafton, Massachusetts.

[M-00844](#) Pre-arbitration Settlement, April 1, 1986, H1N-1E-C 35862

The question in this grievance is whether management violated the National Agreement by not converting the grievant, a part-time flexible, to full-time status prior to the voluntary reassignment of a supervisor from another post office to the vacant craft position. In this situation, the supervisor had been away from a craft position for more than two years. Therefore, the parties agree that the Postmaster General's letter of April 6, 1979, concerning voluntary reassignments and transfers applies, wherein it states:

Full-time non-bargaining-unit employees will be reassigned into full-time positions unless the reassignment is to a vacant bargaining-unit position. All employees reassigned to positions in the bargaining unit will have their seniority established in accordance with applicable collective-bargaining agreements.

RELIGIOUS ACCOMMODATION

The controlling authority in cases concerning religious accommodation is U.S. Supreme Court's June 16, 1977, decision in *Trans World Airlines, Inc. v. Hardison* (M-01791) The Court held the TWA could not unilaterally breach its collective bargaining agreement with the union in order to accommodate Hardison's religious beliefs. Following the court's decision, the Postal Service issued its policy statement [M-00588](#).

M-00588 USPS Policy Statement, November 25, 1981

A fundamental part of the Postal Service Equal Employment Opportunity policy is that discrimination based on religion is prohibited. Further, the Postal Service is committed to making reasonable accommodations of employees' and applicants' religious needs with respect to regular schedules, scheduling of tests, training, interviewing, etc., on employees' and applicants' Sabbath or religious holidays. In this regard, managers must be particularly conscious of days on which employees, because of their religious beliefs, may be prohibited from working or required to attend religious services. Methods of accommodating which **are consistent with any applicable collective bargaining agreements** and our operating requirements must be attempted. (Emphasis Added).

C-04085 National Arbitrator Aaron, January 25, 1984, NCE 11359

Management may not assign an employee to a fixed schedule with Saturdays off for religious reasons, where the local Memorandum provides for rotating days off.

C-03226 National Arbitrator Garrett, January 8, 1979, NCS 7933

It should be clear that this decision rests on the precise facts in hand. In particular, it is notable that Postmaster Simmons specifically cautioned Grievant Forehand in 1974 that there was no way that he could grant him a "permanent exception" to the requirement to work on Saturday.

This advice correctly reflects that a proper application of the "equity" test in VIII-5-E entails consideration of each individual request for an exception on the basis of the facts which exist at the time each request is made. No flat and continuing exemption from Saturday work, for religions or other reasons, would seem permissible.

M-01086 Pre-arbitration Settlement, May 5, 1992, H7N-1N-C 23241

The issue in this grievance is whether management violated the National Agreement by posting and awarding a letter carrier position with Saturday as the regular day off in an otherwise rotating schedule.

During the discussion, it was mutually agreed that the following constitutes full agreement of this agreement:

1. The parties agree that reasonable accommodation of an individual's religious beliefs does not include acts violative of the National Agreement and/or provisions of a local Memorandum of understanding.

M-00476 Pre-arbitration Settlement, October 22, 1986, H1N-2U-C 17199

In full and final settlement of this grievance, the part-time flexible employee should not have been passed over in order to accommodate his religious practices. The parttime flexible will be converted to the next full-time position of the same designation and PS salary level. This settlement does not express the position of the parties as to how full-time positions may be filled through means other

than conversions of part-time flexible employees.

M-00178 Step 4 Settlement, July 21, 1977, NCC 7451

All requests for leave on Saturday should be treated on an equal basis as has been the past practice at this facility.

REMEDIES

All too often NALC grievance handlers or arbitration advocates succeed proving that management violated the contract, yet still fail to obtain a substantial remedy. This can happen because union representative advocates forget that remedies are not automatic once a violation is established. Rather, in contract cases the union carries the additional burden of demonstrating that the remedy requested is appropriate and necessary. This section offers strategies for supporting and obtaining meaningful remedies.

Experienced grievance handlers, both management and union, know that that the best strategy is to ask what an arbitrator would probably decide if the case went to arbitration. Since over 500 arbitrators have handled NALC cases at one time or another, there are exceptions to any generalization about arbitrators. Nevertheless, the key to formulating remedy arguments is to understand how arbitrators perceive their role.

Most rights arbitrators view their function—as they should— as enforcing the terms of the National Agreement, a contract between the parties. They generally do not believe it is their function to police the relationship between the parties. Consequently, they view the proper function of remedies as “making the grievant whole,” that is, restoring any rights or entitlements that were lost because of a contract violation.

For example, if a transitional employee is worked instead of a part-time flexible in violation of Article 7, Section 1.B.3, most arbitrators would accept that the appropriate remedy is to pay the part-time flexible for the hours he or she would have worked but for the violation. However, in many contract grievances the remedy issue is not so simple. For example, if a full-time letter carrier is denied [a special route inspection](#) that should have been given under the provisions of M-39 Section 271.g, almost all arbitrators will order that a special inspection be conducted forthwith.

Where arbitrators differ is over whether any further remedy is due. After all, some have reasoned, the grievant was paid for any overtime hours that were worked as a result of the route being overburdened and there is nothing in the contract that requires anything more. In such cases, it is the NALC advocate’s responsibility to convince the arbitrator that an additional monetary remedy is required.

The Arbitrator’s Remedial Authority

When the union requests such remedies, the Postal Service consistently protests against them on the basis they are “punitive” and therefore outside of the arbitrator’s authority to grant.

There is a legal maxim, “Without remedies there are no rights.” National Arbitrator Mittenthal elegantly restated this in C-03234: “The grievance procedure is a system not only for adjudicating rights but for redressing wrongs.” Nevertheless, some arbitrators have been persuaded by Postal Service arguments that since Article 15.4.A.6 provides that “all decisions of arbitrators shall be limited to the terms and provisions of this Agreement,” they must look to the contract for the authority to formulate a remedy for any specific violation. Needless to say, there are no contractually specified remedies for most violations.

Citing the applicable U.S. Supreme Court decision, National Arbitrator Mittenthal wrote in the June 9, 1986, award C-06238 as follows:

One of the inherent powers of an arbitrator is to construct a remedy for a breach of a collective bargaining agreement. The U.S. Supreme Court recognized this reality in the Enterprise Wheel case:

"...When an arbitrator is commissioned to interpret and apply the collective bargaining agreement he is to bring his informed judgment to bear in order to reach a fair solution of a problem. This is especially true when it comes to formulating remedies. There the need is for flexibility in meeting a wide variety of situations. The draftsmen may never have thought of what specific remedy should be awarded to meet a particular contingency." United Steelworkers of America v. Enterprise Wheel & Car Corp., 80 S. Ct. 1358, 1361 (1960). ([M-01787](#))

As National Arbitrator Gamser observed in [C-03200](#):

"... to provide for an appropriate remedy for breaches of the terms of an agreement, even where no specific provision defining the nature of such remedy is to be found in the agreement, certainly is found within the inherent powers of the arbitrator."

This excerpt from National Arbitrator Gamser’s award continues as follows:

... No lengthy citations or discussion of the nature of the dispute resolution process which these parties have mutually agreed to is necessary to support such a conclusion.

These principles were confirmed in 2021 federal district court ruling from Washington, D.C.:

[M-01967](#) Federal District Court Decision, October 18, 2021, *USPS v. NALC*, Case No. 19-3685 (TSC) (D.D.C.)

On July 26, 2021, a federal district court in Washington, DC held that (1) the legal doctrine of “sovereign immunity” does not shield USPS from punitive remedies in arbitration awards, and (2) arbitrators do not exceed their authority under the National Agreement by issuing punitive remedies against USPS. See *USPS v. NALC*, Case No. 19-3685 (TSC) (D.D.C.)

Additional Compensatory Remedies Are Not “Punitive”

Most arbitrators, including many of our best, view their roles as limited to deciding and remedying the cases before them and not as policing the future relationship of the parties. It is almost always a

mistake to seek a “punitive remedy” or to “punish” management for violating the contract. Many arbitrators view these concepts as more suited to tort or criminal proceedings in a court of law than to labor arbitration.

This does not mean the union should restrict its remedy requests to the make-whole minimum—payment for demonstrated lost pay or benefits. NALC has been very successful in obtaining remedies in arbitration that more fully compensate grievants and the union for contract violations. However, this does mean that NALC arbitration advocates need to provide arbitrators with carefully thought-out arguments in support of remedy requests.

Show the Harm

In order to be persuaded to grant a meaningful remedy, even in cases where the contract was unquestionably violated, many arbitrators need to be further persuaded that there was an actual harm that needs to be "made whole."

A good example concerns grievances about overtime bypass claims; cases in which a full-time employee not on the Overtime Desired List is required to work overtime instead of giving it to an available employee on the list.

Most arbitrators are easily persuaded that the employee who should have worked the overtime was "harmed," he lost money and should be paid, as a remedy, for the overtime hours he would have worked but for the contract violation.

Where they differ is over whether a remedy is due the non-OTDL carrier who was forced to work the overtime. Many have been persuaded by Postal Service arguments that, although there was technically a violation, the carrier was not harmed since he was fully compensated for the extra work at the contractual overtime rate.

The secret in such cases is to show that there was real harm beyond the mere fact that the contract was violated.

Arguing for Additional Compensatory Remedies

The union makes a strong case for additional compensatory remedies if it can demonstrate that the violations were deliberate, repeated, or egregious. Both the JCAM and national level arbitration awards provide support for additional compensatory remedies in such situations.

The JCAM includes a discussion of remedies for violating the opting provisions of Article 41, Section 2.B (“Remedies and Opting”), which is particularly helpful because, as arbitrators should be reminded, it expresses the *joint, agreed-upon position* of both NALC and the Postal Service.

In other words, the JCAM specifically suggests and authorizes “compensatory” remedies beyond mere payment for lost hours and benefits in appropriate circumstances. It should be emphasized that this is a general principle that can, and should, be applied to other kinds of contract violations.

Similarly, National Arbitrator Howard Gamser in [C-03200](#) discussed remedies for failure to distribute overtime equitably among full-time letter carriers on the overtime list.

He held that in ordinary cases the appropriate make-whole remedy was simply to provide an equalizing make-up opportunity in the next immediate quarter. However, he went on to say that the Postal Service must pay employees deprived of “equitable opportunities” for the overtime hours they did not work if management’s failure to comply with its contractual obligations under Article 8, Section 5.C.2 shows

... a willful disregard or defiance of the contractual provision, a deliberate attempt to grant disparate or favorite treatment to an employee or group of employees, or caused a situation in which the equalizing opportunity could not be afforded within the next quarter. [C-03200](#), Arbitrator Gamser.

Persuasive Precedent

Arbitrators differ in background, training, and attitudes. As a generalization, however, most of them are either lawyers or have learned to think as lawyers do. This means arbitrators seek to be guided by precedent. They are more likely to grant the union’s remedy if it can be shown that other arbitrators have granted similar remedy requests in similar circumstances. By showing arbitrators that there is precedent for a requested remedy, union advocates can increase an arbitrator’s comfort and confidence levels.

This underscores the need to conduct careful research to find support for remedy requests.

Case Examples – Remedial Authority of Arbitrators, in General

[C-03234](#) National Arbitrator Richard Mittenthal, July 7, 1980, N8-NA-0141

The crucial issue, in other words, is whether there has been a contract violation. If a violation of Memorandum has occurred, as NALC claims, the arbitrator must then formulate an appropriate remedy. The authority to do so is implicit in the terms of the National Agreement. Indeed, the remedy for an alleged violation is a facet of every grievance. The parties specifically stated in the grievance procedure that NALC must designate the “remedy sought” in its appeal to Step 2 and in the discussions at Step 2. As the grievance passes through later steps to arbitration, the “remedy sought” remains an essential ingredient of the dispute. Hence, when the arbitrator considers the grievance and finds merit in the NALC claim, he is free to deal with the remedy question. That must have been contemplated by the parties. **The grievance procedure is a system not only for adjudicating rights but also for redressing wrongs.** (emphasis added).

[C-06238](#) National Arbitrator Mittenthal, June 9, 1986, H4N-NA-C 21 (4th Issue)

One of the inherent powers of an arbitrator is to construct a remedy for a breach of a collective bargaining agreement. The U.S. Supreme Court recognized this reality in the Enterprise Wheel case:

“...When an arbitrator is commissioned to interpret and apply the collective bargaining agreement

he is to bring his informed judgment to bear in order to reach a fair solution of a problem. This is especially true when it comes to formulating remedies. There the need is for flexibility in meeting a wide variety of situations.

The draftsmen may never have thought of what specific remedy should be awarded to meet a particular contingency." United steelworkers of America v. Enterprise Wheel & Car Corp., 80 S. Ct. 1358, 1361 (1960).

As Arbitrator Gamser observed in Case No. NC-S5426, ([C-03200](#)) "...to provided for an appropriate remedy for breaches of the terms of an agreement, even where no specific provision defining the nature of such remedy is to be found in the agreement, certainly is found within the inherent powers of the arbitrator."

[C-03200](#) National Arbitrator Gamser, April 3, 1979.

However, to provide for an appropriate remedy for breaches of the terms of an agreement, even where no specific provision defining the nature of such a remedy is to be found in the agreement, certainly is found within the inherent powers of the arbitrator. No lengthy citations or discussion of the nature of the dispute resolution process which these parties have agreed to is necessary to support such a conclusion.

[C-04519](#) National Arbitrator Aaron, December 19, 1984, H1N-5-FD-2560

Insistence that the absence of specific language in the National Agreement or the ELM requiring or permitting the granting of interest absolutely deprives an arbitrator of the authority to award interest in any case is unwarranted. Arbitrators are often called upon to interpret ambiguous language, the meaning of which is disputed by the parties.

To do this, they require some leeway in the exercise of their discretion, especially in formulating appropriate types of relief for employees who have been unfairly punished.

[M-01257](#) National Level Settlement, February 22, 1996, H7C-NA-C 36, et al.

On January 29, 1994, Arbitrator Richard Mittenthal rendered his decision in Case Nos. H7C-NA-C 36, H7C-NA-C 132, and HOC-NA-C 28. These cases concerned allegations that the Postal Service had exceeded the 5 percent national cap on casual usage in a significant number of accounting periods (APs). See Article 7.1.8.3. Arbitrator Mittenthal granted the grievances to the extent set forth In his Opinion, but he did not direct a specific remedy. Rather, he remanded the remedy issue to the parties, who through "hard work and imagination were called upon by the Arbitrator to find a mutually acceptable solution."

Although Arbitrator Mittenthal did not direct a specific remedy, his Opinion and Award plainly established certain parameters to guide the parties' efforts to reach agreement It is based upon the findings and principles of Arbitrator Mittenthal's Opinion and Award that the parties have agreed to resolve the outstanding issues in these cases. Arbitrator Mittenthal concluded that some form of monetary remedy was justified. **He also determined that such monetary remedy to the**

extent possible, should be based upon a showing of actual harm, even though he recognized that the possibility of identifying individual employees actually injured by any national casual violations was "slim indeed". Finally, Arbitrator Mittenthal found that “[M]ost of the excess casuals appear to have been employed in mail processing operations, particularly in the larger postal facilities.”

Recognizing, as did Arbitrator Mittenthal, the virtual impossibility of identifying individual employees who may have been actually harmed by excessive casual use, calculated on a national basis, the parties have devised a methodology which is both administratively feasible and best approximates the impact that excessive casual usage may have had on different groups of employees, consistent With the findings of Arbitrator Mittenthal and the evidence presented at the hearing.

RESERVE REGULARS

M-00421 Step 4 Settlement, May 15, 1981, H8N-3W-C 25865

Reserve letter carriers are assigned to a unit other than their own when there is not an eight (8) hour assignment available at their bid unit. Instances may arise where the assignment is for more than one day at a time. However, if an eight (8) hour assignment becomes available at their bid unit no later than the previous workday, every effort is made to return the reserve letter carrier to his unit to fill the assignment. If the vacancy becomes available on a same day situation, management does not return the reserve letter carrier to his unit since he has already reported to another unit.

M-00422 Step 4 Settlement, January 20, 1983, H1N-5D-C 5945

Reserve letter carriers should work their bid duty assignment at the principal assignment area when there are eight (8) hour assignments available.

M-00207 Step 4 Settlement, April 28, 1981, H8N-3W-C 25867

Reserve letter carriers are assigned to a unit other than their own when there is not an eight (8) hour assignment available at their bid unit.

M-00669 Step 4 Settlement, February 24, 1987, H1N-5G-C 22641

Full-time reserve and unassigned regular letter carriers occupying a hold-down position pursuant to the provisions of Article 41.2.B.3 have the right to bid for a full-time duty assignment. If such letter carrier is the successful bidder, he shall be placed into the duty assignment pursuant to the provisions of Article 41.1.C.3. The resultant vacant hold-down will be filled pursuant to the provisions of Article 41.2.B.3-5, provided the anticipated duration of the resultant vacancy is of five (5) days or more.

M-00082 Step 4 Settlement, October 31, 1985, H4N-3U-C 3319

Whether or not "Reserve Letter Carrier" assignments should be posted for bid can only be determined by application of established past practice to the fact circumstances involved.

M-00097 Pre-arbitration Settlement, September 6, 1985, H1N-5D-C 6601

Management may assign a reserve carrier to a temporary assignment of 5 days or more rather than honor the request of a part-time flexible provided it can be demonstrated that honoring the opt would result in insufficient work for the full-time regular.

M-00423 Step 4 Settlement, March 8, 1983, H1N-3Q-C 14118

Full-time reserve letter carriers may opt for craft duty assignments in accordance with Article 41, Section 2.B.3., this includes available full-time reserve craft duty assignments.

M-00353 Step 4 Settlement, May 24, 1985, H1N-5G-C 24094

A reserve carrier who does not opt for a "hold-down" shall nonetheless assume the schedule of the "hold-down" if management elects to assign the reserve carrier to the route or assignment anyway.

This settlement only addresses the schedule a reserve letter carrier works. It does not affect a reserve letter carrier's entitlement to out-of-schedule pay. See M-00940.

M-00940 Letter from NALC Vice President, May 10, 1989

Letter explaining the application of Article 7, Section 1.A.1 to reserve letter carriers.

M-01211 Step 4 Settlement, September 6, 1994, F90N-4F-C 93021199

The issue in this grievance is whether a full-time Reserve Letter Carrier (RLC) can bump a junior PTF Carrier Who had been awarded a hold-down assignment under Article 41.2.B of the National Agreement, rather than being assigned to work in a different zone.

The parties agreed that, as specified in case H1N-1N-C 23934, once an employee has been assigned to a "hold-down" pursuant to the local procedures established in accord with the above-referenced Memorandum, such employee should not be bumped from that assignment except to provide an 8-hour assignment to a full-time regular employee who would otherwise be insufficiently employed. See also [M-00531](#).

M-01252 Step 4 Settlement, December 3, 1996, H90N-4H-C 95035135

It appears that the following language from the May 28, 1985 letter concerning the agreed-to scheduling methodology for letter carriers is applicable in this case:

B. All full-time letter carriers are eligible to indicate their desire for "work assignment" overtime as specified on their regularly scheduled days.

T-6 or utility letter carriers would be considered available for overtime on any of the routes in their string.

Reserve Letter Carriers and unassigned regulars desiring "work assignment" overtime would be eligible for overtime on the assignment on which they are working on a given day.

See also [M-00589](#) and [M-01232](#).

RESIGNATIONS

Sometimes management does have just cause to remove a letter carrier. Even when it becomes clear after a careful investigation that there is no possibility of saving a letter carrier's job, the union can still provide useful assistance and advice.

Letter carriers in such situations always have the option of resigning and leaving their postal careers with a clean record. As difficult as this decision may be, it at least allows letter carriers to leave and move on without the added burden of a record of separation from the Postal Service.

The regulations concerning resignations are found in Section 365.2 of the *Employee and Labor Relations Manual (ELM)*:

365.2 Separations—Voluntary

365.21 Resignation

365.211 Definition of Resignation. Resignation is a separation at the employee's discretion. Resignations must be accepted and are binding once submitted. However, employees may be permitted to withdraw their resignation request provided the request to withdraw is made before close of business on the effective date of the resignation.

365.212 To Avoid Separation for Cause. If an employee submits a resignation after having been notified, either orally or in writing, that an adverse action has been proposed for removal, change to lower grade, or suspensions for reasons furnished him or her, the resignation **must be accepted**. A resignation **must also be accepted** if an employee receives a written notice of decision to separate the employee for reasons given in a notice of decision. (Emphasis added)

A voluntary resignation can be to an employee's advantage because of the Privacy Act regulations found in Handbook AS 353 Guide to Privacy, the Freedom of Information Act, and Records Management. Section 5, Section 2.b.2 of the AS 353 flatly prohibits the Postal Service from telling a prospective employer anything other than the simple fact that the employee resigned. It provides the following:

5.2.b.2. Release of Employee Records for Credit or Job References. Public information about a current or former employee may be given to prospective employers, or to credit bureaus, banks, federal credit unions, and other commercial firms from which an employee is seeking credit. For former employees, prospective employers may also be given the date and reason for an employee's separation from the Postal Service, but the reason for separation **must be limited to one of the following terms: retired, resigned, or separated**. Other terms or variations of these terms (e.g., retired— disability) **may not be used**. If a credit firm or prospective employer requests more information, it must submit a release form signed by the individual. (emphasis added).

M-00192 Step 4 Settlement, August 1, 1985, H1N-5K-C 28025

The date the employee designates as the effective date of their request to be voluntarily separated

from the Postal Service, is the effective date of their resignation for administrative purposes.

RETIREMENT COUNSELING

M-01575 Interpretive Step Settlement, August 2, 2006, Q01N-4Q-C 06063276

Pursuant to the current provisions of ELM Sections 569.123 and 589.123, management will provide individual retirement counseling in the manner these ELM provisions were implemented prior to the circumstances resulting in this dispute. Previously established local methods of providing individual retirement counseling that were discontinued during the pendency of the instant dispute will be restored. This settlement does not prejudice either party's rights pursuant to Article 19 of the National Agreement.

M-01829 Pre-arbitration Settlement, December 20, 2013, Q06N-4Q-C 09285802

The issue in this case is whether the Postal Service is required to provide individual retirement counseling prior to a Voluntary Early Retirement (VER) decision irrevocability date when counseling is requested by a VER-eligible city letter carrier. After reviewing this matter, we agree to resolve this grievance based on the following:

1. The parties agree that when the Postal Service offers a VER, it will abide by the provisions of the Employee and Labor Relations Manual concerning retirement counseling and the settlement in national case number Q01 N-4Q-C 07150373.
2. Human Resources Shared Service Center (HRSSC) will ensure that there are sufficient appointments available for employees applying for the VER provided eligible employees follow the application procedures and timelines for requesting such appointments.
3. In the unanticipated circumstance that VER counseling appointments requested pursuant to paragraph 2 are not available for all eligible employees prior to the irrevocable date, the national parties will expeditiously engage in discussions to address this issue. In the event agreement is not reached, the union may initiate a national-level dispute over this matter pursuant to the provisions of Article 15 of the National Agreement. Such grievance will be handled on an expedited basis including, if necessary, national-level arbitration scheduling.
4. If the parties are unable to reach agreement through the process provided for in paragraph 3, any employee who requests an appointment pursuant to paragraph 2 and does not receive an appointment prior to the irrevocable date may withdraw his/her VER application by submitting written notice to HRSSC in writing no later than ten calendar days following the irrevocable date. The terms of this paragraph are without prejudice to the position of either party should the union initiate a national-level grievance pursuant to paragraph 3.

This agreement is without prejudice to the position of either party in the event that the Postal Service seeks to implement an incentive-based VER. Additionally, this settlement does not prohibit the Postal Service from making revisions to handbooks and manuals consistent with the terms of the

collective bargaining agreement or bar the union from disputing such changes through the grievance/arbitration process.

M-01555 USPS Letter, December 12, 2005

The Office of Personnel Management (OPM), under its Voluntary Early Retirement Authority (VERA), has approved the Postal Service's request to offer VER to career employees in the Louisiana and Mississippi Districts.

M-01708 National Level Settlement, September 11, 2009, Q01N-4Q-C 07150373

If an employee who is eligible for and has requested Individual retirement counseling wishes to have this counseling on the clock, local management will arrange reasonably private space for this purpose and will permit the employee's spouse and or advisor to be with the employee during this process. If the employee's spouse or advisor is a Postal Service employee only the employee receiving the requested retirement counseling will be on the clock.

If such an employee is not able to call the Human Resources Shared Services Center to begin or complete the individual retirement counseling process without assistance, local management will offer assistance to facilitate completion of the individual retirement counseling. The District Manager, Human Resources will be contacted and will determine who will provide such assistance. Such assistance will include but not be limited to completion of Standard Form 2801 and any other forms related to Life/Health/TSP/ Beneficiary and any Military or civilian service deposit selection issues. Whether an employee who requests individual retirement counseling is unable to start or complete the retirement counseling will be determined jointly by management and union at the local level on a case-by-case fact circumstance basis. This will include employees who have started and request assistance during the individual retirement counseling process.

REVERSIONS

M-01796 Interpretive Step Settlement, October 4, 2012, Q06N-4Q-C 09038594

The issue is whether a vacant duty assignment for a fulltime route may be reverted without current route inspection data. After reviewing this matter, the parties agree to the following:

The parties recognize the employer's right to revert vacant duty assignments pursuant to Article 41.1.A.1 of the National Agreement. However, under current regulations, determining whether an established city delivery route is full time (as defined by Handbooks M-39, section 242.122 and M-41, section 911 .2) will be made using one of the following procedures:

- A six day mail count and inspection in accordance with the provisions of Handbook M-39
- A route adjustment pursuant to Section 141 of Handbook M-39 (provided the data used is reasonably current and from the regular carrier assigned to the route)
- Evaluation through a national jointly agreed upon route evaluation process

- Evaluation through an authorized locally developed joint route evaluation process

The parties further agree that cases held pending resolution of this case will be addressed by the appropriate parties where the cases are being held. The parties will give consideration to the above agreement and any action taken by the joint route adjustment teams subsequent to the reversion.

This agreement in no way alters the current maximization provisions contained in Article 7.3 of the National Agreement.

M-01563 Pre-arbitration Settlement February 2, 2006, E98N-4E-C 00155340

Article 7.3.B includes no provisions for reversion of fulltime letter carrier duty assignments. Rather, consideration of reversion of reserve letter carrier assignments is initiated pursuant to the applicable provisions of Article 41.1.A.1 of the National Agreement.

M-01046 APWU Step 4 Settlement, October 17, 1988, H4C-NA-C-100

The issue in this grievance is whether the Memorandum of Understanding on Maximization requires the conversion of an assignment to full-time when a part-time flexible employee meets all the criteria for conversion, while working in a full-time assignment temporarily left vacant by a fulltime employee who is on leave.

The parties agree that the language of the Memorandum of Understanding, which applies only to those offices of 125 or more man years of employment requires the conversion of the senior part-time flexible to full-time status. The return of the full-time employee from extended absence may, dependent upon the local fact circumstances, require the reversion of the full-time flexible position pursuant to Article 12 of the National Agreement.

M-01157 Step 4 Settlement, January 14, 1994, HoN-4R-C-9748

We mutually agreed, that in accordance with Article 41 Section 1.A.1, a vacant or newly established duty assignment not under consideration for reversion shall be posted within five working days of the day it becomes vacant.

The Employer should provide written notice to the Union, at the local level, of the assignments that are being considered for reversion and the results of such consideration.

M-01389 Step 4 Settlement, October 25, 1999, B94N-4B-C 99118443

The issue in the instant grievances involves a local district policy to consider all vacant routes for reversion pursuant to the provisions of Article 41.1.A.1. The parties agreed that a “blanket” policy to consider all vacant routes for reversion prior to posting is inconsistent with the provisions of Article 41.1.A.1. Routes considered for reversion are to be considered on a route by route basis. Accordingly, it was agreed that the Connecticut Vacant Route Policy of December 8, 1998, as well as the March 23, 1999, revised policy, are to be rescinded.

ROUTE INSPECTIONS

M-01777 Memorandum of Understanding April 4, 2012

Re: Multiple Days of Inspection

A dispute remains between the parties regarding multiple days of inspection of less than six days during a six-day route count and inspection pursuant to Chapter 2 of Handbook M-39. In an effort to minimize grievance activity on this issue in the field while it is discussed at the national level, the parties have agreed to the following:

Local management will, if it determines it necessary when scheduling an inspection to inspect on more than one day, inspect on no more than three days during the week of count and inspection. If local management elects to inspect on two or three days during the week of count and inspection, local management will be responsible for completion of the 1838-C one of the days. The letter carrier will count the mail and complete the 1838-C on the other days of inspection. When local management elects to inspect on two or three days, the PS Form 3999 closest to the selected street time on the PS Form 1840 will be used to transfer territory.

The terms of this Memorandum are applicable from the date of the Memorandum through May 26, 2013, unless mutually extended by the parties.

M-01684 USPS Letter, March 24, 2006

MANAGERS, DELIVERY PROGRAMS SUPPORT (AREA)

Subject: Transferring Allied Times in Carrier Optimal Routing Route Adjustments

The Carrier Optimal Routing (COR) program is an important component of the delivery strategy for city carrier route adjustments during the spring, 2006 adjustment season. Delivery and Labor Relations have been meeting with the National Association of Letter Carriers concerning the use of COR for city carrier route adjustments.

An issue of concern is the transfer of street allied time. Currently, in the manual route adjustment process, management determines the appropriate allied time for transferred territory from the PS Form 3999. It is important that COR users continue to follow this policy. A software change is under development in COR that will identify and report allied time by the associated sector/segment and address range. This report will be available to COR users so that it can easily be reviewed to determine if the allied time associated with territory that has been transferred is appropriate and should be transferred. The route adjuster can then transfer the appropriate allied time to the route that has received the transferred territory.

During the software development stage for this Allied Times Report, it is important that the COR field users manually review the PS Form 3999 for each route to identify any allied time that is associated with the route. A decision can then be made regarding the appropriate allied times to transfer using the same process that is currently utilized for manual adjustments.

M-01661 Pre-arbitration Settlement, July 30, 2007, Q01N-4Q-C 05022605

The Carrier Optimal Routing (COR) process is a management tool to assist with the adjustment of letter carrier routes pursuant to Chapter 2 of Handbook M-39. No components of the COR program or application of the COR process will be inconsistent with the route inspection, evaluation, or adjustment process found in Chapter 2 of the M-39 Handbook.

Should the Postal Service develop COR for use in the minor route adjustment process, related components of the COR program or application of the COR process will be consistent with the specific minor route adjustment formula in Section 141.19 of Handbook M-39. Local parties that have established, by mutual agreement, an alternate route adjustment method may also use applications of COR consistent with their alternate route adjustment process.

[M-01571](#) Memorandum of Understanding May 6, 2006

Memorandum of Understanding regarding multiple days of inspection of less than six days during a six day count and inspection in accordance with Chapter 2 of the M-39.

[M-01613](#) Memorandum of Understanding May 3, 2007

Extension of Memorandum of Understanding regarding multiple days of inspection (M-01571 above) through May 26, 2008.

[M-01683](#) Memorandum of Understanding April 29, 2008

Renewal of Memorandum of Understanding regarding multiple days of inspection (M-01571, M-01613 above) through May 8, 2010.

[M-01543](#) Memorandum of Understanding, June 30, 2005

Local management will, if it determines it necessary when scheduling an inspection to inspect on more than one day, inspect on no more than three days during the week of count and inspection. If local management elects to inspect on two or three days during the week of count and inspection, local management will be responsible for completion of the 1838-C one of the days. The letter carrier will count the mail and complete the 1838-C on the other days of inspection. When local management elects to inspect on two or three days, PS Form 3999 closest to the selected street time on the PS Form 1840 will be used to transfer territory.

[C-23767](#) National Arbitrator Briggs, October 29, 2002, B94N-4B-C 97105300

The Postal Service may not properly inspect city carrier routes on all six days of the count and inspection week. See also [M-01503](#) and [M-01505](#).

[M-01503](#) Memorandum of Understanding, November 4, 2003

Memorandum resolving issues left open by arbitrator Briggs' award in [C-23767](#).

[M-00258](#) Pre-arbitration Settlement, December 16, 1982, H8N-NA-C 46

The matters at issue in this grievance involved certain changes made in Handbook M-39, with particular concern about the change to provide for the curtailment of mail during the week of mail

count and inspection.

During our discussions, it was mutually agreed to settle the matters at issue in this grievance by reverting to the pre-1981 requirement of not curtailing mail during the week of count and inspection. It was further agreed that the NALC would withdraw case H8N-NA-C-46 from the pending arbitration list.

Enclosed herewith is an advance copy of a Postal Bulletin notice which amends Sections 221.134 and 221.136 of Handbook M-39, appropriately reflecting the terms of the agreed to settlement.

M-01215 Pre-arbitration Settlement, July 20, 1994, HoN-NA-C 19021

Pre-arbitration Settlement concerning changes to the M-39 and M-41 dated March 8, 1994, regarding the implementation of delivery point sequencing.

M-01076 Step 4 Settlement, June 26, 1992, HoN-3F-C 320

The issue in this grievance is whether management violated the National Agreement by adjusting routes based on inspections performed using five-shelf cases.

During our discussion, we mutually agreed that, since the M-39 provides only for standard six-shelf letter cases, route inspections and adjustments should not have been performed on non-standard cases.

We further agreed to remand the question of remedy, if any, to step 3 for further processing.

M-01024 Postal Bulletin 21791, July 13, 1991

Postal Bulletin Notice of revisions to M-39 Section 220 made in order to permit the use of hand-held computers for data collection.

M-01284 Pre-arbitration Settlement April 17, 1997, H94N-4Q-C 97026594

The issues in this grievance are whether management is required to define "reasonably current" in Part 141.19 of the M-39 Handbook as "18 months" for all adjustment purposes.

During our discussion, it was mutually agreed that the following constitutes full settlement of this grievance:

1. The parties acknowledge that, as an alternative to the methodology provided in the unilateral process, managers may, at their option, use the route inspection and adjustment procedure in Chapter 2 of the M-39 Handbook to capture initial DPS savings. After using the M-39 inspection and adjustment procedures to adjust routes, the unit is considered to be out of the unilateral process and the M-39 procedures, including Part 141.19 Minor Adjustments, will apply thereafter.
2. Finally, it is agreed that Part 141.19, Minor Adjustments, including the reference to "reasonably current" remains unchanged.

Starting Times

M-00330 USPS Letter, November 16, 1972

Early reporting during count week should be scheduled as stated in Part 215.6b of the M-39 Handbook. Although there is, of course, a cost related to the additional time used for mail counts, this cost is relatively modest when weighed against the benefits gained from a fair and thorough route evaluation.

M-01088 Step 4 Settlement, August 19, 1975, NB-N-4625

The record shows that the letter carriers at this office were denied an earlier starting time during the count and inspection week referenced in the grievance. It is our position, that preceding the count week, carriers' schedules shall be posted requiring an earlier starting time to count the mail.

Accordingly, the grievance is sustained to the extent that local officials shall be instructed that in the future they shall schedule carriers to an earlier starting time during the count week.

Leave During

M-01105 Pre-arbitration Settlement, November 24, 1992, HoN-1F-C-2731

The issue in this case is whether management violated the National Agreement by excluding from the leave chart those carriers whose routes are scheduled for count and inspection during the week selected.

During our discussions, we mutually agreed that:

- 1) All advance commitments for granting annual leave must be honored except in serious emergency situations.
- 2) Management may block out vacation time in order to perform route inspections, provided that the dates in question are blocked out prior to vacation selection.
- 3) When management blocks out vacation time, an equivalent number of additional slots must immediately be made available for vacation selection. Unless the local union agrees otherwise, the slots will be added to the number of slots required by the Local Memorandum during the 30 day period immediately before or after the dates of the inspection.
- 4) This grievance is remanded to Step 3 for the determination of remedy.

M-01017 USPS Letter, January 29, 1982

This refers to our meeting of January 12, during which we discussed the various provisions set forth in the revised M-39 Handbook. With regard to our discussion on com-

mitted annual leave vs. canceling annual leave for route inspection purposes, this will clarify that the provision set forth in Article 10, Section 4, D, is controlling. It is not the intent of the Postal Service to cancel annual leave approved during the vacation planning process in order to comport with subsequently scheduled route inspection periods.

M-00334 Step 4 Settlement, April 5, 1973, NW 3155

The Postmaster will cease and desist from canceling the employee's bid vacation period during the choice period due to count and inspection week.

Overtime During

M-01106 Pre-arbitration Settlement, November 24, 1992, H7N-1N-C 34068

The issue in these cases is whether management violated the National Agreement by requiring a carrier who was not on the overtime desired list to work overtime during the week of count and inspection.

During our discussions, we mutually agreed to the following:

- 1) The overtime provisions of Article 8 and the associated Memorandums of Understanding remain in full force and effect during the week of count and inspection except that henceforth:
 - a) On the day during the week of inspection when the carrier is accompanied by a route examiner, management may require a carrier not on the overtime desired list or work assignment list to work overtime on his/her own route in order to allow for completion of the inspection.
 - b) On the other days during the week of inspection when the carrier counts mail, management may require a carrier not on the overtime desired list or work assignment list to work overtime on his/her own route for the amount of time used to count the mail.
- 2) The grievance is remanded to Step 3 for the determination of remedy.

M-01217 Pre-arbitration Settlement, April 5, 1995, HoN-3W-C 6949

The issue in these cases is whether management violated the National Agreement by requiring a carrier who was not on the Overtime Desired List to work overtime the day of a "one-day count".

During our discussions, we mutually agreed to the following: The overtime provisions of Article 8 and the associated Memorandums of Understanding remain in full force and effect except that on the day of a "one day count", if the carrier is being accompanied on the street, management may require a carrier not on the Overtime Desired List to work overtime on his/her own route in order to allow for completion of the count.

Route Examiners

M-00133 Pre-arbitration Settlement, April 6, 1979, NCC 7851

Route examiners will not instruct carriers to change their mode of delivery on the day of route inspection. Carriers must perform their duties and travel their route in precisely the same manner on inspection day as they do throughout the year.

M-00181 Step 4 Settlement, October 22, 1981, H8N-5B-C 19237

Section 231.5 and Part 232, Methods Handbook, Series M-39 are explicit as to the conduct of route examiners and must be followed. Section 242.344, M-39 provides guidance for necessary action when warranted.

Union Role

M-00026 Step 4 Settlement, February 10, 1977, NCS 4760

There is no provision for active union participation in count and inspections. However, if the union cites a specific problem in a specific instance, local management may give consideration to union verification of an alleged incorrect count, missed mail, etc.

M-00006 Step 4 Settlement, November 23, 1977, NC-W-9132

Management's decision not to allow Stewards to be present during discussions individual carriers and their supervisors relative to route inspections was not contrary to provisions of the National Agreement.

M-00025 Step 4 Settlement, December 15, 1977, NCC 10028

There is no obligation under the provision of Article XXIII of the National Agreement to allow union representatives to enter postal installation for the purpose of acting as observers during the week of count and inspection.

Dry Run

M-00740 Step 4 Settlement, August 31, 1977, NCS 6378

Union to be officially notified of dates of route examinations. Dry run to be conducted as provided by instructions in Section 217 of the M-39 Handbook.

M-00745 National Joint City Delivery Meeting, December 11-12, 1979

Operational changes, affecting an entire unit should be affected no later than the dry run, should remain in effect through the week of count and inspection and thereafter until conditions require further modifications. It is not intended to stop withdrawal of mail or use an accountable mail cart during the week of count and inspection, and then discontinue such practices immediately thereafter.

Breaks, Route Exam Credit

M-00242 Step 4 Settlement, September 13, 1976, NCE 2097

Management should not deduct reasonable comforts/rest stops from the total street time during route inspections if deduction of the time is contrary to pass local practice.

M-00230 Step 4 Settlement, March 17, 1982, H8N-4B-C 32585

Letter carriers are entitled to two 10-minute break periods. If less than this is incorporated into the

routes, appropriate action should be initiated to ascertain that this break time is reflected in the route adjustments. Management does not have the contractual right to deny the utilization of these breaks.

M-00745 National Joint City Delivery Meeting, December 11-12, 1979

When both breaks are selected on the street in accordance with M-39 Section 242.34a, one or both of these breaks may in some instances properly be designated as in the post office. When this happens, however, the break or breaks will be recorded as street time and must occur during the period from clocking out of the office and clocking back in from the street.

Form 1838

M-01543 Memorandum, June 30, 2005

Local management will, if it determines it necessary when scheduling an inspection to inspect on more than one day, inspect on no more than three days during the week of count and inspection. If local management elects to inspect on two or three days during the week of count and inspection, local management will be responsible for completion of the 1838-C one of the days. The letter carrier will count the mail and complete the 1838-C on the other days of inspection. When local management elects to inspect on two or three days, PS Form 3999 closest to the selected street time on the PS Form 1840 will be used to transfer territory.

M-00638 Step 4 Settlement, March 30, 1977, NCW 3630

Existing Delivery Services instructions call for the completion of Form 1838 in duplicate. Therefore, in the future local officials are to ensure that the 1838 forms are completed in duplicate utilizing carbon paper.

M-01181 Step 4 Settlement, June 9, 1994, HoN-5T-C 1387

When conducting a one-day mail count, the appropriate form to record the carrier's performance is on PS Form 1838-C. The PS Form 1838-C does not specifically measure the carrier's performance by pieces per minute.

Form 1838-C—lines 1 & 2—counting mail

See also

Counting Mail

C-03221 National Arbitrator Mittenthal, June 4, 1979, NCW 8752

The appropriate time standard for a Montgomery Ward coupon booklet is eight pieces per minute.

M-00579 Step 4 Settlement, August 17, 1982

The question raised in this grievance involves whether local management is properly establishing

and administering route reference volumes.

M-00961 Step 4 Settlement, March 15, 1990, H7N-5T-C 15747

The issue in this grievance is whether sequenced mail should be counted as letters on PS Form 1838. Address cards cased into letter separations should be recorded on line 1 of Form 1838

M-00187 USPS Letter, November 25, 1975

Magazines such as TV Guide, Readers Digest and similar items are considered as magazines for mail count purposes and, in accordance with Part 922.4 Methods Handbook, M-41, are not to be included in the letter size count.

M-00745 National Joint City Delivery Meeting, December 11-12, 1979

Generally, if mail supposedly sequenced for delivery by the mailer is received at the delivery unit out of sequence, it would be recorded on Form 1838 and 1838C in Columns 1 or 2 as appropriate.

M-00603 National Joint City Delivery Meeting, December 4, 1975, Item C

The items are considered catalogs. Both of the items have 24 or more pages, 22 of which are printed and provide a complete enumeration of items arranged systematically with descriptive details. Therefore, the items should be recorded under Item 2 (mail of all other sizes) on Form 1838.

M-00323 Memorandum of Understanding August 1, 1975

Letters are to be defined as that mail which will fit vertically without bending or folding between the two closest shelves on the carrier's case.

M-00774 Step 4 Settlement, October 31, 1978, NCS 12191

Whether the carriers are told to case "thin flats" into the flats case or into the letter case is not totally significant. What is critical is that they receive the proper credit of eight pieces per minute for those pieces of mail designated as "flats" which are routed into the letter case.

M-00064 Step 4 Settlement, June 30, 1983, H1N-1Q-C 12090

Management may direct that certain types of mail, for which flat credit is given, will be cased in the letter mail separations.

M-01328 Step 4 Settlement, May 26, 1998, A94N-4A-C 97088876

During our discussions of this case, the parties agreed that there is no dispute between the national parties with respect to the definition of letter-size mail for purposes of conducting mail counts and route inspections, as clearly agreed to between the parties in Chapter 1, Case Configuration Letter Size Mail, Building our Future by Working Together, as well as Section 922.4111 of Handbook M-41 and Section 121.12 of Handbook M-39.

Form 1838-C—Line 14 Accountables

M-01012 Step 4 Settlement, October 1, 1991, H7N-3C-C 34862

We mutually agreed that letter carriers are required to sign for stamps-by-mail. Additionally, appropriate credit will be reflected on line 14 of PS Form 1838 during route examinations.

M-01411 Step 4 Settlement, May 17, 2000, H94N-4H-C-992212361

The issue in this case concerns the recording of time credit during route count and inspection on Form 1838, when carriers retrieved bar code scanners.

The parties agreed that the carriers were properly given credit for the scanners on Form 1838 on line 14. If instructed by local management to retrieve scanners as a separate process, time credit is recorded on line 21.

Scanners are not accountable items. However, for the purposes of completing an 1838, if the carriers are instructed by management to retrieve scanners as part of the normal process of obtaining accountable items, time credit is recorded on line 14.

Form 1838-C—Line 15 Withdrawing mail

M-00892 USPS Letter, January 3, 1989

Assistant Postmaster General Mahon's letter pertaining to our position on the issue of spreading mail to carriers in no manner is designed to abate the provisions of Section 116.6 of the M-39 Handbook, entitled "Carrier Withdrawal of Letters and Flats", which addresses the fact that carriers may be authorized to make up to two withdrawals from the distribution cases prior to leaving the office, plus a final clean up sweep as they leave the office.

C-03245 National Arbitrator Aaron, June 24, 1980 N8-W-0039

Where Carrier Handbook M-39 did not mention specifically "Trays" with regard to withdrawal of mail and the M-41 Manual did so specifically, the two must be read together and the Postal Service may not deny credit in the route evaluation process to letter carriers for time actually spent in the office withdrawing mail from trays at or near their desks and preparing that mail for casing.

M-01288 Step 4 Settlement, May 21, 1997, D94N-4D-C 96034273

The issue in this grievance is whether the time spent cutting and removing bands/straps and certain procedures concerning the handling of unaddressed pieces in "shared mailings" should be included on Lines 15 and 21, respectively, of Form 1838.

The parties mutually agreed to remand this case to Step 3 for application of National Case No. N8-W-0039, Benjamin Aaron, dated June 24, 1980. Additionally, the parties agreed that the time allowance for determining the number of pieces of unaddressed flats of a "shared mailing" and placing them at the back of the bundle should be recorded on line 21, Form 1838.

Form 1838-C—Line 20 Personal needs

M-00399 Step 4 Settlement, December 7, 1979, NC-S-18945

Wash-up time has been associated with the personal needs time allowed on line 20 of the 1838; therefore, it is our determination that line 21 credit was not warranted.

Form 1838-C—Line 21 Recurring office work

M-01566 Step 4 Settlement, May 12, 1994, D90N-4D-C 94016034

If it is expected that the use of PS Form 3996 will be of a recurring nature after the adjustments resulting from the route inspection are implemented, then the appropriate time should be entered on Line 21 when completing PS Form 1838-C. However, if the use of PS Form 3996 is not expected to be of a recurring nature after the adjustments are implemented, then the time filling out of PS Form 3996 should be entered in Line 22. The determination for whether or not the time filling out of PS Form 3996 is recurring or non-recurring must be made locally on a route-by-route basis.

M-00726 Step 4 Settlement, October 14, 1981, H8N-3P-C 31294

A Union steward's activities (grievance handling), when necessary and if occurring weekly or more often, may be appropriate for inclusion by the letter carrier on line 21 of Form 1838-C.

M-00731 Step 4 Settlement, December 8, 1978, NCS 12601

There is no provision for allowing a time credit for reversing a letter to remind the carrier that there is also a parcel for delivery.

M-00399 Step 4 Settlement, December 7, 1979, NCS 18945

Wash-up time has been associated with the personal needs time allowed on line 20 of the 1838; therefore, it is our determination that line 21 credit was not warranted.

M-00605 Settlement Agreement, August 26, 1980

The parties mutually agree that the following listed work activities may be appropriate for inclusion by the letter carrier for actual time credit on line 21 of the Form 1838-C when such activities are determined to be recurring and necessary in the performance of the carrier's office routines:

1. Performing window caller service.
2. Weekly safety talks and other appropriate unit discussions.
3. Travel to and from the throwback case or to other designated locations to return mark-up mail and mis-throws.
4. Replenishing the forms pouch.
5. Wash-up time, in excess of personal time provided for on line 20, if such additional or longer wash-up time is provided for during office time in a Local Memorandum of Understanding negotiated pursuant to Article XXX or, if pursuant to local past practice, additional or longer washup time had been granted and included on line 21.

6. Official communications including, but not limited to, general delivery; CMU Clerk inquiries; and responding to inquiries from supervisors.
7. Facing or separating collection mail upon return to office.
8. Verifying hold mail.
9. Union steward activities (grievance handling), when necessary and if occurring weekly or more often.

The following guidelines will be applied in implementing this settlement.

- a. The appropriateness for granting credit for the listed items on line 21 of Form 1838-C is dependent on a determination that the incident is (1) recurring; (2) necessary to the successful completion of the activity; and (3) not otherwise properly included as part of another established time credit on lines 1 through 20.
- b. Additional work activities determined to be recurring and necessary in the performance of letter carrier office routines also may be appropriate for inclusion for actual time credit on line 21. This may include a recognition of activities peculiar to local circumstances. For example, if carriers are required to travel from one floor to another when going from the time clock to the case in the morning, credit for such time may be granted on line 21. It may also include reading the official U.S. Postal Service bulletin board in those offices where carriers are specifically instructed to refer to the bulletin board on a recurring basis in order to be informed as to frequently changing information for which they are responsible. Another example would be when it is required on a recurring basis to obtain mail sacks or other necessary supplies to successfully complete the activity.
- c. Entries for time spent referring to Forms 3982 are not ordinarily appropriate items for inclusion on line 21 of the Form 1838-C. However, in exceptional situations where, due to unusual local conditions, the number and frequency of removals makes it necessary for a letter carrier to make recurring references to the Form 3982, a line 21 entry may be appropriate.

M-00971 Step 4 Settlement, July 23, 1990, H7N-5T-C 7855

If it is determined that the use of forms 1571 is of a recurring nature, then appropriate time should be entered on Line 21. If the use of these forms is not of a recurring nature, then the time should be entered on line 22 during the mail count and inspection. The determination of recurring or non-recurring must be made locally.

M-00736 Step 4 Settlement, February 15, 1978, NCC 8505

The method for handling CMU mail and throwbacks need not be included on line 21 as a separate function when performed in conjunction with another activity such as loading time. The carrier will receive full credit for the time required to perform these combined activities.

M-00739 Step 4 Settlement, June 15, 1977, NCC 5495

Time entry on line 21 for canceling stamps is disallowed. The canceling of stamps is a minor function

with a negligible amount of time involved. Consequently, it would not adversely affect the carrier's overall office time. If for some reason a significant volume is received on a regular basis, the matter should be brought to local management's attention for other corrective action.

M-00631 Step 4 Settlement, December 16, 1977, NCS 9256

Time credit for canceling stamps, reading the postal bulletin, and washing hands are not appropriate entries for line 21 of Form 1838. Those items are not daily recurring functions for which appropriate credits are already allowed in the standard

M-01288 Step 4 Settlement, May 21, 1997, D94N-4D-C 96034273

The issue in this grievance is whether the time spent cutting and removing bands/straps and certain procedures concerning the handling of unaddressed pieces in "shared mailings" should be included on Lines 15 and 21, respectively, of Form 1838.

The parties mutually agreed to remand this case to Step 3 for application of National Case No. N8-W-0039, Benjamin Aaron, dated June 24, 1980. Additionally, the parties agreed that the time allowance for determining the number of pieces of unaddressed flats of a "shared mailing" and placing them at the back of the bundle should be recorded on line 21, Form 1838.

M-01411 Step 4 Settlement, May 17, 2000, H94N-4H-C-992212361

The issue in this case concerns the recording of time credit during route count and inspection on Form 1838, when carriers retrieved bar code scanners.

The parties agreed that the carriers were properly given credit for the scanners on Form 1838 on line 14. If instructed by local management to retrieve scanners as a separate process, time credit is recorded on line 21. Scanners are not accountable items. However, for the purposes of completing an 1838, if the carriers are instructed by management to retrieve scanners as part of the normal process of obtaining accountable items, time credit is recorded on line 14.

Waiting for Mail, Non-recurring Work

M-00243 Step 4 Settlement, December 1, 1975, NBN 5989

If the occasion arises where a carrier would review the Forms 3982 during the week of count and inspection, the time utilized for this review would be entered on line 22 of the Form 1838. But See M-00605, Item c.

C-03229 National Arbitrator Garrett, August 27, 1979, ND-NAT-0001

The base minimum time allowance must be given for lines 14, 15, 19, and 21 when completing Form 1838. However, the base minimum time allowances are only used to determine the standard office time and not the average actual office time.

Form 1840

M-01543 Memorandum of Understanding, June 30, 2005

Local management will, if it determines it necessary when scheduling an inspection to inspect on more than one day, inspect on no more than three days during the week of count and inspection. If local management elects to inspect on two or three days during the week of count and inspection, local management will be responsible for completion of the 1838-C one of the days. The letter carrier will count the mail and complete the 1838-C on the other days of inspection. When local management elects to inspect on two or three days, PS Form 3999 closest to the selected street time on the PS Form 1840 will be used to transfer territory.

M-00981 USPS Letter, November 12, 1980

Transmittal letter for December 12, 1980, Postal Bulletin notice clarifying that "Representative times no longer apply to lines 14, 15, 19 and 21."

M-01403 Step 4 Settlement, February 3, 2000, G94N-4G-C 97121978

The issue in this grievance is whether management may eliminate detached address mail (Marriage mail) from the PS form 1840 in evaluating routes during a 6-day mail count and route inspection.

During our discussions we mutually agreed that such adjustments must be made in accordance with the provisions of Handbook M-39, subchapter 24.

We agreed that there presently are no provisions permitting certain days of the route examination to be excluded from the 6-day average, as outlined on the 1840, based on locally developed criteria.

M-00321 Step 4 Settlement, July 16, 1975, NBW 3871

No justification is shown for the representative times in question. Simply stating "too much" or relying on what other carriers do is not reasonable or equitable to justify representative time.

M-00745 National Joint City Delivery Meeting, December 11-12, 1979

Rubber stamps are not to be used for making comments on Forms 1840. Comments relating to individual performances must reflect the recognition that each comment, although dealing with the same basic subject, will no doubt vary by some degree from a similar comment about another employee performing the same function.

Form 1840-B: Time Card Analysis

M-00403 Step 4 Settlement, May 4, 1977, NCW 5333

The (Forms 1840-B) should be taken during normal mail volume periods between the first week of September and May 31st, excluding December. (M-39:242.31).

M-00745 National Joint City Delivery Meeting, December 11-12, 1979

The National policy is that office time is fixed as provided in Section 242.31a, M-39. This time is derived from information contained in Columns A or B of Form 1840. It is also policy that Form

1840B information must be considered in accordance with Section 242.322, M-39 Handbook, and appropriate action be taken if this analysis indicates a regulating of performance by an employee during the week of Count and Inspection.

M-00395 Step 4 Settlement, January 17, 1980, N8-E-0142

The following represents our mutual understanding of the cited portion of Section 242.32b3 of the M-39 Handbook: In the event a selected week cannot be considered because the carrier was not serving the route on at least one of the days of that week, the next available week should be considered. As a matter of clarification, the next available week may fall outside the month and should be considered in the seven week random time card analysis with the exception of the months of June, July, August, and December. Upon request, the local union may request and shall receive access to the appropriate records to determine which route or routes did not have seven weeks for time card analysis purposes for the aforementioned reason. After the route or routes are identified to local management, appropriate steps will be taken to assure that the route or routes are evaluated correctly.

M-00745 National Joint City Delivery Meeting, December 11-12, 1979

When weeks have been randomly selected, in accordance with 242.32, M-39, for the first seven week period of the timecard analysis, the fact that a holiday falls within one or several of the selected weeks is not justification for excluding such week or weeks from consideration.

When Forms 1840-B are being completed, all time used in relation to a route on a day when the regularly assigned carrier works the route, including overtime and/or auxiliary assistance, is to be shown as part of the timecard analysis.

M-01339 Pre-arbitration Settlement, August 21, 1998, G90N-4C-C 96014836

The issue in this grievance is whether management violated the M-39 Handbook by utilizing the 1840-B to determine a route's average street time when the analysis period contained days when an authorized DPS work method was not used, but during the week of mail count and route inspection, one of the approved DPS work methods was used.

After discussing this matter, we agreed that no handbook violation occurred. However, the parties agree that the following will apply prospectively as an interim step until this issue is revisited from September through November 1998:

1. If there are not sufficient weeks in accordance with the M-39, Section 242.323 where the regular carrier was utilizing either of the approved DPS work methods during the normal 1840-B analysis period (7 eligible months preceding), then the analysis period will be comprised of the immediate six weeks prior to, and the two weeks after, the count and route inspection.
2. If such weeks do not exist where the regular carrier served the route using an approved DPS work method, the maximum number of weeks available prior to the mail count and route inspection, and up to four weeks after the count week, will be used for the random timecard analysis of street

time.

3. The start of the 52 day period for implementation of route adjustments will begin the day after the final qualifying week for the 1840-B analysis period.

Form 3999: Street Time

M-01539 Pre-arbitration Settlement, May 2, 2005, Q98N-4Q-C 02003047

The parties agree that when determining whether deducted 'street time waiting for transportation' should be included in the evaluated street time of a route, management will consider whether the waiting time is anticipated to be of a recurrent nature.

M-01543 Memorandum of Understanding, June 30, 2005

Local management will, if it determines it necessary when scheduling an inspection to inspect on more than one day, inspect on no more than three days during the week of count and inspection. If local management elects to inspect on two or three days during the week of count and inspection, local management will be responsible for completion of the 1838-C one of the days. The letter carrier will count the mail and complete the 1838-C on the other days of inspection.

When local management elects to inspect on two or three days, PS Form 3999 closest to the selected street time on the PS Form 1840 will be used to transfer territory.

The terms of this Memorandum are applicable from the date of the Memorandum through May 26, 2006, unless mutually extended by the parties.

M-00745 National Joint City Delivery Meeting, December 11-12, 1979

There are only two options from which a base street time can be selected, and they are as shown in Section 242.32a, M-39 Handbook.

M-00600 National Joint City Delivery Meeting, November 16, 17, 1983, Page 7

Minor adjustments should not be based solely on form 3999 information, but should also include review and analysis of other current information such as, DUVRS, Form 3996, 1571, etc. concerning the route being considered for adjustment

Counting Mail

See also

[Form 1838-C—Lines 1 & 2](#)

M-00814 Step 4 Settlement, July 8, 1987, H4N-5T-C 42333

Normally, a spot verification of the mail volume is adequate to determine that the mail count is

accurate. However, the parties agree that based on the intent of Section 221.131 of the M-39 Handbook, the carrier may, upon request, verify the entire mail count.

M-00254 Step 4 Settlement, October 23, 1975, NBS 6234

The route examiner will count and record the mail on the day(s) of the inspection. However, the carrier will count and record the mail all other days during the count week except on the day(s) of inspection.

M-00026 Step 4 Settlement, February 10, 1977, NCS 4760

There is no provision for active union participation in count and inspections. However, if the union cites a specific problem in a specific instance, local management may give consideration to union verification of an alleged incorrect count, missed mail, etc.

M-00536 Step 4 Settlement, February 11, 1985, H1N-3T-C 36385

Based on the intent of Section 221.131 of the M-39 Handbook, the carrier may, upon request, verify the entire mail count.

M-01216 Pre-arbitration Settlement, April 11, 1995, H7N-3Q-C 38909/39493

The issue in these cases is whether management violated the National Agreement by not allowing carriers to count the mail counted by the supervisor during a "one day count".

During our discussions, we mutually agreed to the following: On the day of a "one day count" when management performs the mail count the carrier serving the route, upon request, may verify the count.

M-01112 Memorandum of Understanding, September 17, 1992

For the purpose of conducting mail counts and route inspections on traditional casing equipment, letter size is defined as mail that can be cased into the letter separations of a standard six-shelf case without folding or bending (approximately six inches in height). Letter size does not include newspapers, rolls, small parcels, flats, magazines, or catalogs under two pounds, even though these items may be cased into the letter separations of a standard case without folding or bending.

When mail counts and route inspections are conducted in a unit where letter mail is cased into four- and/or five shelf case configurations that have been established as a result of any joint agreement, the existing definition of letter sized mail will not change; the 18 and 8 standards remain applicable. Under these conditions, local management will meet with the local union prior to the dry run training to determine an efficient means to verify mail of questionable size during the week of count and inspection, e.g., a measuring strip on each case or use of a template as a reference point.

The acceptance by the parties of this approach to letter size definition and case configuration is without prejudice to the parties' rights under Article 34 of the National Agreement, and shall not be cited by either party in the grievance or arbitration procedure or any other forum which does not pertain to the implementation of this agreement.

Route Adjustments

C-12098 National Arbitrator Mittenthal, July 10, 1992, H7N-1T-C 39547 "Hempstead" Award

"For a route adjustment to be warranted, it must be triggered by some present condition."

C-03207 National Arbitrator Aaron, August 1, 1979, NC-C 11675

The issue in this national level case was whether management violated the National Agreement and applicable M39 provisions when it reduced a carrier's office time to less than standard office time on the grounds that the carrier had been regulating his performance. In sustaining NALC's grievance arbitrator Aaron wrote as follows:

"Conclusions that an employee is regulating his performance are in their nature subjective; there are so many variables that may affect performance that it is almost impossible to determine quantitatively how much delay, if any, is due to the deliberate attempt by a worker to slow down. The evidence adduced by the Postal Service to support its conclusion that (the carrier) was, in effect, soldiering on the job during the week of the special count and inspection, is insufficient to sustain its burden of proof.

Even if it had sustained that burden, however, it seems clear that the only course available to it was to discuss the problem with (the carrier), as provided in section 242.211 of the M-39 Manual, and to reduce the allowable office time to the average standard allowable time, as provided in Section 242.213. What the Postal Service actually did was unilaterally to change a current work or time standard without advance notice to the Union, in violation of Article 34 of the National Agreement."

M-00792 Pre-arbitration Settlement, December 11, 1987, H4N-4E-C 4252

When a route requires permanent adjustment to place the route on as nearly an 8-hour basis as possible, permanent relief will be afforded. The amount of daily relief will be identified by management in advance and such relief will be permanent relief and documented on Forms 1840 or a minor adjustment work sheet for the assignments being adjusted.

The afforded permanent relief may be provided by reducing carrier office and/or street time using any of the methods provided for in part 243.21b of the M-39 Handbook, Transmittal Letter 11, November 15, 1985. Permanent relief will not be provided by giving auxiliary assistance or by requiring the regular carrier to work overtime. The parties acknowledge management's right to provide the cited relief in the most efficient and economical manner.

Note: M-39 Section 243.21 states:

Permanent relief may be provided by reducing carrier office or street time. Consider items such as additional segmentations, use of routers, hand-offs, relocating vehicle parking, withdrawal of mail by clerks or mailhandlers, providing a cart system for accountable items, etc. Where actual transfer of territory is necessary, see 243.23. If a handoff is the method selected for providing relief on the

street, the time value associated with the delivery of the hand-off must be deducted from the route getting relief and transferred to the gaining route.

M-00398 Step 4 Settlement, June 21, 1977, NCC 5942

The information of record presented in this case clearly establishes that the grievant's route was evaluated on the basis of the performance of another employee who was carrying the route at the time. It is also evidenced that the employee on whom the evaluation was based was substantially younger than the grievant. Additionally, available information presented subsequent to our Step 4 Settlement, meeting indicates that the grievant is using assistance both in the office and on the street, overtime, and curtailing mail on almost a daily basis. On the basis of the information presented, we concur that the grievant's route is not properly adjusted. To this extent, we find the grievance is sustained.

M-00610 USPS Letter, March 12, 1980

Postal Service position on the meaning of M-39, Section 242.31(b) which governs those circumstances under which mail volume data for the week of count inspection may be adjusted.

M-00571 USPS Memorandum, April 30, 1976

Subject: Adjustment of Letter Carrier Routes

Any procedure which automatically establishes the lightest mail volume day (or any other specific day) as the basis for route adjustments is incorrect and must be changed to conform with the provision of the M-39 Handbook. M-01369 only references back to M-00571.

M-00396 Step 4 Settlement, July 21, 1977, NCE 4792

On the basis of the amount of curtailed mail and the amount of assistance utilized on the grievant's route since the count and inspection, it is apparent that the route is overburdened as currently constituted.

M-01113 Memorandum of Understanding, September 17, 1992

The parties have reached agreement on an alternative Route Adjustment strategy - X-Route. The decision to use the X-Route Concept is made on an installation wide basis, even though inspections and planning for individual units/zones may not occur at the same time. In units with more than one delivery unit/zone the planning process is repeated as each delivery unit/zone is inspected, assignments are evaluated and adjustments are planned.

Route Adjustments—Minor M-39 Section 141

M-01505 Memorandum of Understanding, November 25, 2003

Re: Interim Agreement – Minor Route Adjustment Process

Re: Interim Agreement – Route Inspection Task Force and Multiple Days of Inspection

This Memorandum replaces the March 28, 2003, Memorandum of Understanding Re: Minor Route Adjustment Process ([M-01482](#)) and extends the March 28, 2003, Memorandum of Understanding Re: Route Inspection Task Force and Multiple Days of Inspection ([M-01481](#)).

The parties recognize that the continuing change in mail volume is prompting increased use of the minor route adjustment process under Section 141 of Handbook M-39. In order to minimize disputes, the parties mutually agree to the following during the term of this Memorandum:

The local parties may, by mutual agreement, establish or continue an alternate minor route adjustment method that meets local needs.

Absent a mutual agreement at the local level regarding alternate minor route adjustment methods, the parties agree that the following instructions will be used when making minor route adjustments to full-time routes:

A. Determining the Evaluated Time:

1. The new evaluated time is to be determined using the following method:

- a. Select a one month period within the past twelve months, which is representative of the delivery unit's workload by analyzing mail volume, i.e., cased volume, automation volume, accountable mail, parcels, etc., excluding December, June, July, and August. The documentation used to determine the representative period will be provided to the NALC Branch President or their designee, when requested.
 - b. Use the forms and records listed in Section 141.18 of Handbook M-39 and/or electronic records that provide equivalent information from the selected period to determine the evaluated time for individual routes. For the purposes of this Memorandum, electronic records that provide equivalent information is defined as electronic data which is recorded in one or more of the forms or records listed in Section 141.18. Information from electronic records that is not found in the forms and records listed in Section 141.18 is not considered equivalent information.
2. If the route was adjusted or the carrier was awarded/assigned to the route after the selected period, a representative period after the adjustment or award/assignment will be used for that route.
3. When evaluating the route, consideration must be given to any significant increase or decrease in delivery points after the selected period.

B. Determining Territorial Adjustments:

1. When the previous count and inspection data is reasonably current and the same carrier is serving the route, territorial adjustments can only be made using the formula in Section 141.19 of Handbook M-39.
2. If the previous count and inspection data is reasonably current but the same carrier is not serving the route being considered for adjustment, territorial adjustments can only be made using the standard office time and the standard line allowances from the previous PS Form 1840 to

determine the office time per possible delivery factor in Section 141.19.a, and a current PS Form 3999 for the regular carrier to determine the street time per possible delivery factor in Section 141.19.b.

3. If no reasonably current count and inspection data exists, territorial adjustments can only be made using the current evaluated office time (derived from item A above) and the appropriate standard line allowances to determine the office time per possible delivery factor in Section 141.19.a, and a current PS Form 3999 for the regular carrier to determine the street time per possible delivery factor in Section 141.19.b.

General Requirements and Principles

1. Whether inspection data is “reasonably current” must be determined on a route-by-route basis.
2. When transferring territory use a PS Form 3999 that fairly represents the evaluated street time (e.g., do not use a PS Form 3999 from a Saturday on a business route when 35% of the businesses were closed, or a PS Form 3999 from a date during July on a college route when few students are living within the territory).
3. Adjustments to routes should be made as outlined in 243.2 of Handbook M-39.
4. It is agreed that if a city carrier, during adjustment consultation, disputes the route’s evaluation, the carrier will be allowed to review and, if requested, provided a copy of the documentation used as a basis of the evaluation. If, after reviewing the documentation, the city carrier maintains the documentation and/or evaluation is inconsistent, incomplete or otherwise inaccurate, management will investigate the city carrier’s concerns, make any warranted corrections, and discuss the results with the carrier prior to implementing the adjustment.
5. Within 60 days of the adjustment, the route will be analyzed and, if necessary, adjusted pursuant to Section 243.6 to ensure that the adjustment has resulted in a route evaluation as near to eight hours daily as possible.
6. Any questions concerning the application of this Memorandum are to be forwarded to the parties’ national level representatives through their respective NALC National Business Agent or Area Manager, Labor Relations.
7. This agreement applies solely to the minor route adjustment process and does not impact or relate to special route inspections pursuant to Section 271 of Handbook M-39 or formal count and inspections pursuant to Chapter 2 of Handbook M-39.

The terms of this Memorandum are applicable from the date of this Memorandum through May 31, 2004, and the Memorandum of Understanding Re: Route Inspection Task Force and Multiple Days of Inspection is extended through May 31, 2004, unless mutually extended by the parties.

This agreement is made without precedent or prejudice to either party’s position outside the effective dates of this Memorandum regarding the minor route adjustment process and the inspection of routes on multiple days during count and inspection week, and may not be cited by

either party in any forum, except for the enforcement of its terms. See also:

[M-01479](#) - April 2, 2003, Joint Transmittal Letter concerning the three related Memorandum of understanding [M-01480](#), [M-01481](#) and [M-01482](#).

[M-01480](#) - March 28, 2003, Memorandum of Understanding concerning six day counts and inspections.

[M-01481](#) - March 28, 2003, Memorandum of Understanding concerning interim agreement on a Route Inspection Task Force and multiple days of inspection. Superseded by [M-01505](#).

[M-01482](#) - March 28, 2003, Memorandum of Understanding concerning interim agreement concerning the Minor Route Adjustment Process. Superseded by [M-01505](#).

[M-01494](#) - August 29, 2003, Memorandum extending the above Memorandums through September 30, 2003.

[M-01448](#) **Step 4 Settlement, September 27, 2001, H98N-4H-C 00198388**

The issue in this case is whether management has the right to make minor route adjustments pursuant to subchapter 141 of the M-39 Handbook using data collected during a “three (3) day mail count and inspection.”

After reviewing this grievance, we mutually agreed that no interpretive issue is fairly presented in these cases. Accordingly, we agreed to remand this grievance to the Dispute Resolution Team through the National Business Agent’s Office for further processing in accordance with the following understanding:

There is no provision in the M-39 Handbook that provides for making route adjustments based on data collected during a “3-day count and inspection.”

Management has the right to make minor adjustments pursuant to subchapter 141 of the M-39 Handbook to maintain the routes as close to 8 hours daily work as possible using reasonably current route inspection data as a result of a six day count pursuant to Chapter 2 of the M-39.

[M-01690](#) **Memorandum of Agreement, August 1, 2008**

Re: Minor Route Adjustments-Handbook M-39, Section 141

Memorandum Of Agreement that minor route adjustments may only be implemented pursuant to Section 141 of Handbook M-39; that the evaluation of a route can only be done consistent with Section 141.18 of the M-39; and that the adjustment of a route can ONLY be done consistent with the formula in Section 141.19 of the M-39.

[M-01463](#) **CAU White Paper Re: Minor Route Adjustments, May 2002**

The Contact Administration Unit has prepared this publication to help branch leaders monitor management’s use of the minor route adjustment procedures in Section 141 of Handbook M-39, *Management of Delivery Services*.

Route Adjustments, 52 day limit M-39 Section 211.3

M-01072 Pre-arbitration Settlement, June 23, 1992, H7N-3A-C 39011

The issue in this grievance is whether management was required by the National Agreement to provide the union with a detailed written statement describing valid operational circumstances which caused route adjustments not to be completed within 52 days of the inspections.

During the discussion, it was mutually agreed that the following constitutes full settlement of this grievance:

- 1) If the results of any route inspection indicate that the route is to be adjusted, such adjustment must be placed in effect within 52 calendar days of the completion of the mail count in accordance with Section 211.3 of the M-39 Methods Handbook. Exceptions may be granted by a Division General Manager only when warranted by valid operational circumstances, substantiated by a detailed written statement, which shall be submitted to the local union within seven days of the grant of the exception.
- 2) Only following carrier-initiated inspections, under 271.g of the M-39 Handbook, may the granting of an exception be appealed directly to Step 3 of the grievance procedure. Grievances concerning other exceptions may be filed at Step 2 of the grievance procedure.
- 3) In regard to number 2 above, management agrees to waive procedural arguments concerning whether a grievance was properly appealed directly to Step 3 for those grievances that are in the grievance/arbitration procedure as of the signing of this agreement, which involve exceptions to the 52 calendar day requirement for adjustments.
- 4) For those grievances which are currently in the grievance/arbitration procedure (other than those filed under 271.g) which concern the failure to meet the criteria in number 1 above, local management shall provide the necessary statement within 30 days of the signing of this agreement. Should the local union consider the statement inadequate, it may file a new grievance at Step 2.
- 5) We further agreed to remand this case as well as any other Step 4 Settlement, case containing this issue, to Step 3 for further processing in accordance with the above understanding.

M-01073 USPS Letter, June 29, 1992

USPS Headquarters letter to Regional Directors transmitting and explaining the Pre-arbitration decision H7N-3A-C 39011 ([M-01072](#)).

M-00943 Step 4 Settlement, October 25, 1989, H7N-1E-C-22285

The issue in this grievance is whether the Memorandum of Understanding concerning Special Count and Inspection Process of City Delivery Routes was violated in that the required adjustments were not implemented within fifty-two (52) calendar days following completion of the Special Count initiated by management.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented

in this case. The referenced Memorandum must be read in conjunction with Chapter 2 of the M-39. As such, barring any valid operational circumstances, the adjustments must be completed within 52 calendar days, as prescribed by the MOU and Section 211.3 of the M-39.

Hand-offs

[M-00126](#) Step 4 Settlement, May 2, 1985, H1N-5D-C 26466

Parties at this level agree that the handing off of delivery territory is a means of providing temporary relief to an overburdened route. See also [M-00182](#), [M-00271](#), [M-00349](#).

[M-00349](#) Step 4 Settlement, June 14, 1985, H1N-5D-C 26524

The parties at this level agree that following a special count and inspection where interim adjustments are necessary, the Postal Service may temporarily provide such relief by means of a hand-off. Permanent adjustments must be made in accordance with Section 243 of the M39 Handbook.

[M-00587](#) Step 4 Settlement, November 9, 1981, H8N-3P-C 16890

When a hand-off is used as an adjustment, the hand-off is considered to be part of the route through which it is delivered for purposes of the OTDL.

[M-00757](#) Step 4 Settlement, May 22, 1987, H4N-4B-C 26960

Whether management properly adjusted the route by the use of a hand-off can only be determined by application of Section 243.21 of Methods Handbook M-39 to the fact circumstances involved.

[M-00762](#) Step 4 Settlement, December 15, 1982, H1N-3D-C 11336

The question raised in this grievance involves whether local management has violated the terms the National Agreement by requiring a carrier to deliver "hand-off" mail schemed to another route. We have previously agreed that the use of "hand-off" procedures are of a temporary nature.

Standards

[C-03237](#) National Arbitrator Garrett, June 4, 1975, NB-NAT-3233

The unilateral new definition of letter size mail by the Postal Service, which was part of the old 18 and 8 standard for letter carriers casing, was in violation of Articles 19 and 5.

[C-03221](#) National Arbitrator Mittenthal, June 4, 1979, NCW 8752

The appropriate time standard for a Montgomery Ward coupon booklet is eight pieces per minute.

[M-00209](#) Pre-arbitration Settlement, February 6, 1974, NC 2057

It is recognized that changes in work and time standards will be initiated only at the national level.

[M-00360](#) Step 4 Settlement, October 31, 1985, H1N-1N-D 36894

In keeping with the principle of a fair day's work for a fair day's pay, it is understood that there is no set pace at which a carrier must walk and no street standard for walking.

[M-00386](#) Step 4 Settlement, July 11, 1977, NC-NAT-6811

Management may not charge or impose discipline upon a carrier merely for failing to meet the 18 and 8 casing standards. Any such charge is insufficient. Under the Memorandum of Understanding of September 3, 1976, the only proper charge for disciplining a carrier is "unsatisfactory effort." See also [M-00323](#).

The September 3, 1976, Memorandum referenced in this settlement has been incorporated into the M-39 Handbook as Section 242.332. M-39 Section 242.332 states:

No carrier shall be disciplined for failure to meet standards, except in cases of unsatisfactory effort which must be based on documented, unacceptable conduct that led to the carrier's failure to meet standards.

[M-00379](#) Step 4 Settlement, April 13, 1976, NCC 0776

The union's request that the number of paces per minute be used as an observation and not as a specific criterion or standard of performance by the grievant is sustained.

[M-00304](#) Pre-arbitration Settlement, October 22, 1985, H1N-1N-D 31781

There is no set pace at which a carrier must walk and no street standard for walking. See also [M-00305](#) and [M-00360](#).

[M-01181](#) Step 4 Settlement, June 9, 1994, HoN-5T-C 1387

When conducting a one-day mail count, the appropriate form to record the carrier's performance is on PS Form 1838-C. The PS Form 1838-C does not specifically measure the carrier's performance by pieces per minute.

One Day Counts

[M-00017](#) Step 4 Settlement, November 1, 1977, NCW 7959

When a regular special office count is conducted, it will be accomplished in accordance with the applicable provisions of Handbook M-39.

[M-01216](#) Pre-arbitration Settlement, April 11, 1995, H7N-3Q-C 38909

The issue in these cases is whether management violated the National Agreement by not allowing carriers to count the mail counted by the supervisor during a "one day count".

During our discussions, we mutually agreed to the following: On the day of a "one day count" when management performs the mail count the carrier serving the route, upon request, may verify the count.

[M-01217](#) Pre-arbitration Settlement, April 5, 1995, HON-3W-C 6949

The issue in these cases is whether management violated the National Agreement by requiring a carrier who was not on the Overtime Desired List to work overtime the day of a "one-day count".

During our discussions, we mutually agreed to the following: The overtime provisions of Article 8 and the associated Memorandums of Understanding remain in full force and effect except that on the day of a "one day count", if the carrier is being accompanied on the street, management may require a carrier not on the Overtime Desired List to work overtime on his/her own route in order to allow for completion of the count.

M-00111 Step 4 Settlement, November 13, 1978, NCC 12007

A one (1) day count of mail should be utilized for the purposes intended by the M-39 Handbook and local officials are to ensure that one (1) day counts are not used for the purpose of harassment.

M-00005 Step 4 Settlement, January 17, 1977, E3-MD-C 1131

Data from the (one day) counts were not, nor will they be, used as a basis for disciplinary action.

M-00829 Step 4 Settlement, April 15, 1986, H1N-5B-C 29131

Under Article 16, no employee may be disciplined except for just cause. In this instance, the parties agree that a one day count and inspection may not be used as the sole basis to establish a standard against which a carrier's performance may be measured for disciplinary purposes.

M-00385 Step 4 Settlement, September 14, 1976, NCC 2322

The proper stipulated manner for determining the efficiency of an employee and whether or not the employee is, in fact, meeting standards, is to conduct a one-day count as provided in Handbooks M-39 and M-41.

M-01181 Step 4 Settlement, June 9, 1994, HoN-5T-C 1387

When conducting a one-day mail count, the appropriate form to record the carrier's performance is on PS Form 1838-C. The PS Form 1838-C does not specifically measure the carrier's performance by pieces per minute.

Unit and Route Reviews

M-00931 Step 4 Settlement, May 10, 1989, H7N-2B-C-15773

In conducting unit and route reviews, the most current information should be used.

M-00992 USPS Internal Memorandum March 12, 1990

Adjustments through the use of the Unit and Route Review Process are not permitted except for minor adjustments with appropriate documentation as required by the M-39 Handbook (Section 141). These procedures are to be accurately followed

Carrier Optimal Routing (COR)

M-01766 NALC Training, A Guide for Using COR

This guide was created to take the mystery out of the workings of Carrier Optimal Routing (COR) when it is used to generate route adjustments. NALC representatives are encouraged to read this guide in advance of any proposed COR adjustments.

M-01859 – May 8, 2015 – Relay time and the COR Program - Qo6N-4Q-C 09240093 -

The issue in this case concerns time credit for relays on routes that are adjusted when using the Carrier Optimal Routing (COR) program. Currently, the time value associated with retrieving relays for delivery on a route is recorded on PS Form 3999 and credited separately for each relay as "relay time". In the COR program, the actual total relay time recorded on PS Form 3999 for a route is divided by the actual number of relays on the route prior to the route adjustment to determine an average relay time. When the COR program generates a proposed route adjustment, it assigns the average relay time for each relay on a route. This Memorandum set out the methodology for resolving these matters.

M-01599 Release Notes for COR Version 1.5, November 8, 2006

This document contains release note information for COR version 1.5. Numerous changes have been made to COR in support of the Formal route adjustment process. In addition, COR now supports an option for Minor Route Adjustments. These release notes will document the changes to the Formal process and separately introduce the Minor route adjustment method.

Joint Route Adjustment Agreements

The national parties have agreed to several MOUs to establish a joint procedure for evaluating and adjusting letter carrier routes outside of the process found in Chapter 2 of Handbook M-39. The expired agreements are included for historical purposes and should not be cited in any grievance.

Current Agreement

M-01982 Memorandum of Understanding, May 10, 2022

Re: Technology Integrated Alternate Route Evaluation and Adjustment Process 2022 – 2023

Regarding the agreement by the national parties to implement a process to evaluate and adjust city delivery routes with information made available using Digital Street Review (DSR) technology as the primary means.

M-01983 TIAREAP Supplement, May 10, 2022

This supplemental document provides the mutual understanding of the parties on issues related to the Memorandum of Understanding *Re: Technology Integrated Alternate Route Evaluation and Adjustment Process 2022-2023* ([M-01982](#)). It is intended for use by the parties at all levels in properly applying the terms of the Technology Integrated Alternate Route Evaluate and Adjustment Process.

M-01984 Memorandum of Understanding, TIAREAP, May 10, 2022

Allow local parties to jointly submit a locally developed alternate route evaluation and adjustment process to the NALC National President and the Postal Service Vice President, Labor Relations. A submitted proposal must include a cover letter signed by the NALC Branch President and the Postal Service Installation Head and must provide a detailed explanation of the process. If the proposal is jointly agreed to by the national parties, the local parties will be notified regarding implementation. This agreement expires December 31, 2023.

M-01998 Memorandum of Understanding, TIAREAP (extension), December 29, 2023

Memorandum of understanding (MOU) in which the parties agreed to an extension of MOU Re: Technology Integrated Alternate Route Evaluation and Adjustment Process (TIAREAP) 2022-2023 ([M-01982](#)). The joint process to evaluate and adjust city delivery routes is extended until May 31, 2024.

Expired Agreements

M-01654 Memorandum of Understanding, September 11, 2007

Re: Alternate Route Evaluation Process

The National Association of Letter Carriers, AFL-CIO (NALC) and United States Postal Service recognize the importance of maintaining routes in proper adjustment throughout the year. The existing route evaluation process is often a source of disputes between the parties. In an effort to minimize such disputes and to make the route evaluation and adjustment process more efficient and less intrusive, the parties agree to establish a National Task Force to jointly explore alternative methods of evaluating, adjusting, and maintaining routes.

M-01676 Memorandum of Understanding, March 28, 2008

Re: Alternate Route Evaluation Process

In order for the National Alternate Route Evaluation Task Force to complete its assessment of alternative methods of evaluating, adjusting, and maintaining routes pursuant to the Memorandum of Understanding, Re: Alternate Route Evaluation Process, the parties mutually agree to extend the due date for the task force's final report by three months, to June 11, 2008.

M-01695 Memorandum of Understanding, October 22, 2008

Re: Interim Alternate Route Adjustment Process

In accordance with the Memorandum of Understanding Re: Alternate Route Evaluation Process, the parties agree to the following: The National Association of Letter Carriers, AFL-CIO (NALC) and United States Postal Service (USPS) recognize the importance of maintaining routes in proper adjustment throughout the year. The parties agree that in a stable and consistent mail volume environment, a historical review of data over a longer period would be preferred and the parties will

continue to pursue a permanent process which encompasses the regular carrier's office and street time. The parties further agree that certain conditions may require that the review period be of a shorter and more recent duration for the evaluation to be representative of the current mail volume environment.

M-01702 Modified Interim Alternate Route Adjustment Process—2009 (MIARAP), April 7, 2009

In effort to maintain routes in proper adjustment throughout the year, the parties have created the MIARAP, in accordance with the Memorandum of Understanding Re: Alternate Route Adjustment Process. The evaluation of routes will be a joint process designed to ensure Data Integrity, Street Evaluation, Carrier Feedback and Consultation in the adjustment process.

M-01703 Memorandum of Agreement—MIARAP, April 30, 2009

This jointly developed, joint training document agreed upon by the NALC and the Postal Service, which details the parties' mutual understanding of the provisions of the Memorandum of Agreement, Re: Modified Interim Alternate Route Adjustment Process – 2009 ([M-01702](#)).

M-01717 Joint Alternate Route Adjustment Process (JARAP), May 4, 2010

Memorandum of Understanding establishing the Joint Alternate Route Adjustment Process Memorandum of Understanding. See the following:

[M-01718](#) - April 29, 2010 - MOU on Alternative Evaluation and Adjustment Processes.

[M-01719](#) - April 29, 2010 - MOU on prioritizing incomplete 2009 MIARAP revisits first.

[M-01720](#) - April 30, 2010 - The joint guidelines to the JARAP, including the MOU language itself.

[M-01721](#) - May 12, 2010 - Pursuant to the JARAP agreement guidelines in [M-01720](#), the nationally developed stand-up talk on JARAP, to be given to employees in a unit selected for JARAP. The stand-up talk is given by management and union representatives assigned by the district evaluation and adjustment team. (This document replaces all previous versions.)

[M-01722](#) - May 12, 2010 - Pursuant to JARAP guidelines in [M-01720](#), this document reflects the duties and responsibilities of the local office contacts that they are to be provided under JARAP.

[M-01723](#) - May 17, 2010 - Pursuant to the JARAP agreement, this is the evaluation consultation script to be used by the local office contacts during the initial consultation with the letter carrier.

[M-01724](#) - May 17, 2010 - Pursuant to the JARAP agreement, this is the adjustment consultation script to be used by the local office contacts during the adjustment consultation with the letter carrier.

[M-01725](#) - May 3, 2010 - Adobe Acrobat pdf file of the Joint Training on the Joint Alternative Route Adjustment Process (JARAP), originally given to the JARAP Area/Regional Teams by the JARAP National Oversight Team by PowerPoint presentation on May 3, 2010. (Changes from MIARAP to JARAP are highlighted with red letters.)

[M-01726](#) - May 9, 2010 - A Postal Service Steward, Standby and Meeting Time Report, as included in the USPS/NALC Joint Alternative Route Adjustment Process Training and Resource Guide.

[M-01727](#) - May 2010 - A Postal Service Time and Attendance Collection System (TACS) Operation Summary Report, as included in the USPS/NALC Joint Alternative Route Adjustment Process Training and Resource Guide.

[M-01728](#) - May 2010 - A Postal Service Flash Last 4 Weeks Report, as included in the USPS/NALC Joint Alternative Route Adjustment Process Training and Resource Guide.

[M-01729](#) - May 2010 - A list of Postal Service Management Operating Data System (MODS) operation codes and descriptions, as included in the USPS/NALC Joint Alternative Route Adjustment Process Training and Resource Guide.

[M-01730](#) - May 2010 - Postal Service Delivery Operations Information System (DOIS) instructions for downloading a PS Form 3999 into DOIS, as included in the USPS/NALC Joint Alternative Route Adjustment Process Training and Resource Guide.

[M-01731](#) - May 2010 - An Adobe Acrobat pdf file of the Carrier Optimal Routing (COR) PowerPoint presentation, as included in the USPS/NALC Joint Alternative Route Adjustment Process Training and Resource Guide.

[M-01732](#) - May 2010 - The Table of Contents of the USPS/NALC Joint Alternative Route Adjustment Process Training and Resource Guide.

[M-01736](#) - June 18, 2010 - Joint Alternate Route Adjustment Process (JARAP) Training Guide.

[M-01746](#) **2011 Joint Alternate Route Adjustment Process (JARAP), March 22, 2011**

Memorandum of Understanding establishing the Joint Alternate Route Adjustment Process Memorandum of Understanding. See the following:

[M-01747](#) - March 22, 2011 - The joint guidelines to the Joint Alternate Route Adjustment Process (JARAP) for 2011, including the MOU language itself. These guidelines must be read in conjunction with ([M-01748](#)) the USPS/NALC Joint Alternative Route Adjustment Process Training presentation for 2011 to fully understand changes to the JARAP process for 2011 and the National Parties' understanding of the key roles and responsibilities of both parties.

[M-01748](#) - March 22, 2011 - An Adobe Acrobat pdf file of the USPS/NALC Joint Alternative Route Adjustment Process Training document for 2011 which must be read in conjunction with [M-01746](#) and [M-01747](#). This training document provides the parties' joint understanding of the roles and responsibilities of the Postal Service and the NALC when conducting evaluations and adjustments under JARAP 2011.

[M-01749](#) - March 22, 2011 - The 2011 MOU on Alternative Evaluation and Adjustment Processes.

[M-01750](#) - LTATS-Weekly Summary Report with Designation and Activity Codes - This report shows work hours transferred from one Designation and Activity Code to another. This report

should be reviewed to determine if work hours have been transferred to or from a city carrier assignment.

M-01751 - Steward, Standby and Meeting Time Report - This report will show all time recorded under the following MODS operation numbers: 613 (Steward Time), 354 (Standby) and 632 (Meeting Time).

M-01752 - Operations Summary Report - Weekly - This report shows the total number of work hours recorded under each MODS operation code in a zip code.

M-01753 - Flash Last Four Weeks Report - This report shows a variety of unit information compared to Same Period Last Year including volumes, work hours by function, sick leave, etc.

M-01754 - MODS Operation Numbers Listing - This report provides an explanation of all relevant MODS operation codes.

M-01755 - Workhour Workload Report (by Route) - This report shows the work hours, volume, and any auxiliary assistance for a particular route over a specified period of time.

M-01756 - Nationally developed Unit Stand-up Talk - This stand-up talk should be jointly presented to letter carriers before starting JARAP 2011.

M-01757 - Local Contact Duties and Responsibilities - List of duties and responsibilities for those serving as Local Office Contacts under JARAP 2011.

M-01758 - Carrier Consultation Script - Evaluation - This script must be used when conducting the evaluation consultation with Letter Carriers in JARAP 2011.

M-01759 - Carrier Consultation Script - Adjustment - This script must be used when conducting the adjustment consultation with Letter Carriers in JARAP 2011.

M-01760 - Instructions for obtaining a 3999 Audit Trail Report - Shows how to transfer a 3999 from the mainframe to the workstation in DOIS, data summary screen, function analysis screen and audit trail report.

M-01761 - Route Review Request Form - For use by the Local Contacts when requesting a review pursuant to JARAP 2011.

M-01762 - COR Presentation (PowerPoint) - Joint Power Point presentation on how to use COR.

M-01763 - Unit Checklist - For use by the District Lead Team to track and monitor the progress of adjustments.

M-01764 - Dispute Log - For use by the Teams to track disputes in the Issue Resolution Process.

M-01765 - 2011 JARAP Training and Resource Guide

M-01766 - "A Guide for Using COR" This guide was created to take the mystery out of the workings of Carrier Optimal Routing (COR) when it is used to generate route adjustments. NALC representatives are encouraged to read this guide in advance of any proposed COR adjustments.

M-01845 Memorandum of Understanding, September 23, 2014

MOU establishing the CDRAAP for 2014-2015.

M-01846 -This jointly-developed document provides the mutual understanding of the national parties on issues related to the Memorandum of Understanding Re: City Delivery Route Alternate Adjustment Process - 2014-2015. It is intended for use by the parties at all levels in properly applying the terms of the City Delivery Route Alternative Adjustment Process.

M-01847 - MOU Re: Alternative Evaluation and Adjustment Processes. MOU on locally developed joint route adjustment processes during the term of the CDRAAP 2014-2015.

M-01849 - Extension of zone selection period for CDRAAP 2014-2015 until Nov. 21, 2014.

M-01851 - CDRAAP 2014-2015 Review Request Form. If either Local Office Contact wishes to request a review of a zone following an initial adjustment, this form is to be completed and submitted by the Local Office Contact to the appropriate higher level team as designated by your District Lead Team and/or Area/Regional Team.

M-01286 Pre-arbitration Settlement, May 14, 1997, G90N-4G-C 95018402

It was agreed in this case, however, that a dispute resolution process was established by the local parties during the X-route agreement phase. Accordingly, we agreed to remand this case back to the local parties. They are to continue the x-route process and ensure that their dispute resolution process provides a means for quick and final resolution of disputes.

M-01743 Memorandum of Understanding, March 18, 2011

Re: Joint Alternative Route Structure Test-2011

Local USPS and NALC representative(s) will jointly create a plan to test alternatives for structuring city letter carrier routes. Participating local parties will each select representative(s) that will meet regularly to discuss and develop their ideas and jointly submit a written plan to the National Parties for final approval. NALC representative(s) will be compensated on a no loss no gain basis while working with local management to develop a joint test proposal.

All sites must submit their plans to NALC and USPS headquarters within 45 days of this agreement.

ROUTE INSPECTIONS, SPECIAL – CARRIER INITIATED

The M-39 Handbook, which is incorporated into the National Agreement by Article 19, requires that a special route inspection be given whenever a carrier requests one and the qualifying criteria have been met. M-39 Section 271 states in relevant part:

271g. If over any six consecutive week periods (when work performance is otherwise satisfactory) a route shows over 30 minutes of overtime or auxiliary assistance on each of three days or more in each week during this period, the regular carrier assigned to such a route shall, upon request, receive a special mail count and inspection within four weeks of the request. The month of December must

be excluded from consideration when determining a six consecutive week period. However, if a period of overtime and/or auxiliary assistance begins in November, and continues into January, then January is considered to be a consecutive period even though December is omitted. A new consecutive week period is not begun.

271h. Mail shall not be curtailed for the sole purpose of avoiding the need for special mail count and inspections.

The guarantees provided by Section 271.g of the M-39 Handbook were further strengthened by a Memorandum of Understanding on special counts and inspections incorporated into the 1987 and subsequent National Agreements. The Memorandum states:

The United States Postal Service and the National Association of Letter Carriers, AFL-CIO, agree that it is in the best interests of the Postal Service for letter carrier routes to be in proper adjustment.

Therefore, where the regular carrier has requested a special mail count and inspection, and the criteria set forth in Part 271g of the Methods Handbook, M-39, have been met, such inspection must be completed **within four weeks** of the request, and shall not be delayed. If the results of the inspection indicate that the route is to be adjusted, such adjustment must be placed in effect **within 52 calendar days** of the completion of the mail count in accordance with Section 211.3 of the M-39 Methods Handbook. Exceptions may be granted by a Division General Manager only when warranted by valid operational circumstances, substantiated by a detailed written statement, which shall be submitted to the local union **within seven days** of the grant of the exception. The union shall then have the right to appeal the granting of the exception directly to Step 3 of the grievance procedure within 14 days. (Emphasis added)

National Arbitrator Britton held in C-11099 Management must complete special route examinations within four weeks of the request whenever these criteria have been met even if the inspection must be conducted during the months of June, July, and August.

Almost without exception, Arbitrators have held that special inspections are mandatory when the union can prove that the criteria in M-39 Section 271 have been met. This is true even in cases where the regular carrier has been absent for part of the six-week period. The provisions of Section 271 refer to the **route** and not the carrier on the route, despite the fact that the purpose of any such inspection is to adjust the route to the individual carrier (See [M-01262](#), [M-01263](#), [M-00688](#)). Moreover, once a carrier requests a special route inspection and demonstrates that it is warranted, the Postal Service cannot circumvent requirement to conduct the inspection by unilaterally providing relief, or making an adjustment.

The special route inspections provided for in M-39 Section 271 must be conducted in exactly the same manner as regular counts and inspections. They differ from regular route inspections only in that they may be conducted in June, July, or August. It is, however, not always in the best interest of letter carriers to request them during the low volume summer months.

Failure to make standards or the inability to finish a route in the allotted time is not, in itself, just

cause for discipline. However, letter carriers who have requested and qualify for a special route inspection are afforded an additional protection.

Special route inspections are not unit and route reviews. The right to a special route inspection is unaffected by the fact that the office involved may be undergoing, or be scheduled for, a unit and route review.

Special route examinations are not a meaningless exercise. The M-39 Handbook requires not only that special inspections be conducted when the qualifying criteria have been met, but also that special inspections result in permanent adjustments to eight hours. M-39 Section 242.122 states:

242.122 The proper adjustment of carrier routes means an equitable and feasible division of the work among all of the carrier routes assigned to the office. All regular routes should consist of as nearly eight hours daily work as possible.

Arbitrators have held that it is not sufficient for the Postal Service merely to follow the procedures specified in the M-39 when examining and adjusting routes. Rather, the final result must be an eight hour route.

Carefully document violations

As in all contract cases, the union has the burden of proof to establish that there was a contract violation. In special route examination grievances this means that the union must be able prove that there was "30 minutes of overtime or auxiliary assistance on each of three days or more in each week" of the six week qualifying period. This is not always straight-forward.

Proving that overtime was used can ordinarily be done using time records. However, proving that auxiliary assistance was required can be more problematic. Often supervisors fail to accurately record which routes received auxiliary assistance and how much. Fortunately, Article 41, Section 3.G of the National Agreement requires management to provide a PS Form 3996 to any carrier upon request, and to provide a copy of the *completed* form to the carrier if requested as well.

Carriers requesting auxiliary assistance should always exercise their right to request and receive a copy of all Forms 3996 submitted.

See also

[Form 3996](#)

They should be checked for accuracy. It is also suggested that letter carriers who believe they may qualify for a special route examination keep a daily log recording their overtime, any auxiliary assistance they receive and any other relevant information.

Remedies for violations

Arbitrators differ in background, training, and attitudes. As a generalization, however, most of them are either lawyers or have learned to think as lawyers do. This means arbitrators seek to be guided

by precedent. They are more likely to grant the union's remedy if it can be shown that other arbitrators have granted similar remedy requests in similar circumstances. By showing arbitrators that there is precedent for a requested remedy, union advocates can increase an arbitrator's comfort and confidence levels.

This underscores the need to conduct careful research to find support for remedy requests

Arbitrators have generally granted monetary remedies in cases where the Postal Service violated the contract by refusing to conduct special route inspections when they were required to do so by the terms of M-39 Section 271.g. They have reasoned that, since the grievants were required to work overtime they should not have worked, no possible future remedy could return that time. Since merely instructing the Postal Service not to violate the agreement in the future would not, in their view, be sufficient to make the grievants whole, monetary remedies are generally ordered.

There is more agreement among arbitrators that some monetary or time-off remedy is due in such cases, than there is upon the exact form any such remedies should take.

This makes sense. As experienced representatives know, every case is different and will be decided and remedied based on the specific facts.

The Contract Administration Unit also recommends that remedy requests include the additional catch-all phrase "or that the grievant be otherwise made whole." This is because sometimes the union is able to convince an arbitrator that the terms of the contract have been breached, only to have the arbitrator find that the particular remedy requested is inappropriate to remedy the specific violation.

Avoid Excessive Remedy Requests

All remedy requests should be reasonably formulated to provide a "make whole" remedy. Excessive or unreasonable remedy requests should be avoided.

Supporting Material

M-00525 Step 4 Settlement, August 10, 1984, H1N-5C-C 22733

The parties agree that the M-39 Handbook provision (Part 271.g) refers to the route and not the regular carrier assigned to the route. Further, we agreed, the only question in this case is whether the part-time flexible carrier's work performance was satisfactory during the six consecutive week period.

M-01476 Pre-arbitration Settlement, January 22, 2003, I94N-4I-C-98000468

The issue in this grievance is whether a local district policy is in violation of Handbook M-39, Section 271.g when it states that the six-week analysis period starts with the most recent Friday prior to the date of the special inspection request and works backward for six consecutive weeks.

While it is anticipated by the parties that a request for a Special Route Inspection pursuant to 271.g

of Handbook M-39 will be based on reasonably current data, the local district policy as described above is unreasonably restrictive and will be rescinded.

This agreement is without prejudice to management's right to argue that a request for special inspection under 271.g was unreasonably delayed, or the union's right to contend that such argument is without merit.

M-01486, Step 4 Settlement, April 29, 2003, E98N-4E-C-02007370

The issue in this case is whether the time limit for initiating an Informal Step A dispute over the denial of a request for a special route inspection made under Section 271.g of Handbook M-39 begins at the end of the six week qualifying period.

After reviewing this matter, we mutually agree that no national interpretive issue is presented in this case. The parties agree that the time limit for initiating an Informal Step A dispute over the denial of a request for a special route inspection does not begin at the end of the six week qualifying period unless it is the date the request is denied.

M-00211 Pre-arbitration Settlement, March 22, 1974, NE 418

The Postal Service reaffirms that when special inspections are made pursuant to Part 227 (sic) of the M-39 Handbook, they shall be conducted in the same manner as the annual count and inspection.

M-00607 Pre-arbitration Settlement, March 22, 1974, NE 418

Duplicate of M-00211

M-00632 Step 4 Settlement, January 19, 1978, NCW 7959

When a regular special office count is conducted, it will be accomplished in accordance with the applicable provisions of Handbook M-39.

M-00728 Step 4 Settlement, September 28, 1977, NCW 5287

Special inspections shall be conducted in the same manner as the annual count and inspection.

M-00660 Step 4 Settlement, July 31, 1978, NCE 10846

A supervisor should normally reserve any comments about the grievant's performance during a special route inspection until the inspection is later discussed with the carrier.

M-00690 Step 4 Settlement, November 3, 1983, H1N-5G-C 14443

A letter carrier who is limited to eight hours of duty may still qualify for a special route inspection if no other limitation exists which could distort a proper evaluation.

M-00609 Step 4 Settlement, August 27, 1980, N8 W 0343

In the instant case, the grievant, who is the regular carrier on the route in question, requested a special count and inspection of his route because the provisions of Section 271 of the M-39 had been met. His request was refused because he only served on his route eight (8) days out of the thirty-

eight (38) day period.

The Union contends that the provisions of the M-39, Section 271 refers to the route and not the regular carrier assigned to the route and that the grievant's request should be honored even though he was not serving his route during the entire period in question. This position is consistent with that of the Postal Service.

M-00219 USPS Policy Letter, April 14, 1982

In the Memorandum of Understanding of July 21, 1981, between the USPS and NALC, we agreed that our joint objective is to reduce the number of carrier route that will be scheduled for annual mail counts and route inspections. The Memorandum does not limit or preclude inspections required under the provisions of Section 271g, Handbook M-39. If a route meets the criteria in Section 271g, M-39, and the regular carrier assigned to the route requests a special mail count and inspection, management must conduct the count and inspection within 4 weeks of the request. Unsatisfactory conditions such as "poor case labels", "poor work methods", or "no route examiners available" should not be used as an excuse not to conduct the inspection within the 4-week time frame.

M-00695 Step 4 Settlement, October 14, 1982, H1N-5H-C 6171

Section 221.121 of Methods Handbook, Series M-39, provides for carrier verification of count when the manager counts the mail during a mail count and inspection. The intent of this language is also applicable to special office mail counts as provided for in Section 141.2 of the same handbook. There simply are no provisions for mail count verification of linear measurements.

M-00688 Step 4 Settlement, July 2, 1982, H8N-4B-C 21531

A route may qualify for a special count and inspection pursuant to the provisions of M-39, Section 271, even though the regular carrier was not serving the route during the entire six-consecutive-week period due to illness.

M-01262 Step 4 Settlement, July 19, 1983, H1N-5D-C 12264

Pursuant to 271, M-39 Handbook, the regular carrier may request a special mail count if, during any six consecutive weeks, the route shows over 30 minutes overtime or auxiliary assistance on each of the three days or more in each week during the period. The special mail count should be granted where the carrier's work performance is otherwise satisfactory. The absence of the regular carrier during a portion of the period is not currently a controlling factor.

Note: *In this case, the grievant had only carried the route for 30% of the qualifying period. During the rest of the time, it had been carried by a PTF carrier. See file.*

M-01263 Step 4 Settlement, August 10, 1984, H1N-5C-C 22733

The parties agree that the M-39 Handbook provision (Part 271.g) refers to the route and not the regular carrier assigned to the route. Further, we agreed the only question in this case is whether the

part-time flexible carrier's work performance was satisfactory during the six consecutive week period. Therefore, this case is suitable for regional determination.

Note: *In this case, the grievant was new on the route. The route had been vacant during the qualifying period and had been carried by PTF carriers and the T-6. See file.*

M-00872 NALC Publication Re: Overburdened Routes, August 1, 1988

Contract Administration Unit white paper on overburdened routes.

ROUTERS

M-00949 Step 4 Settlement, October 6, 1989, H7N-2B-C 20490

When a route is adjusted by providing router assistance, the work assigned to the router is not part of the route for overtime purposes.

M-00601 National Joint City Delivery Meeting, November 17, 1983, page 1

Form 3982 is permissible for use by routers the same as for any city carrier occupying a regular assignment.

M-00995 Step 4 Settlement, October 24, 1990, H7N-5M-C 14783

The issue in this grievance is whether management violated the National Agreement when it used a locally developed form requiring routers to record footage based on each route.

During our discussion, we mutually agreed that no national interpretive issue is fairly presented in this case. We also agreed that the issuance of local forms is governed by Section 324.12 of the Administrative Support Manual (ASM). The locally developed form (5M-001, Router Assignment Form) was properly promulgated in accordance with existing regulations and this grievance is settled as follows:

The form cited in this grievance is being used as a management tool for data collection and the assignment and matching of router work load and work hours and may not be used as a basis for discipline. Further, this form is not to be used to develop work and/or time standards or to determine whether they have been met. Accordingly, management may continue to use the Router Assignment Form 5M-001.

Duties

M-00885 National Joint City Delivery Meeting, October 4, 1988

Routers must be kept on their bid assignment and not moved off the routes in the bid description unless there is an undertime situation, or in "unanticipated circumstances."

Router positions should be maximized to full-time, 8-hour positions to the extent practicable.

The Notice of Vacancy in Assignment(s) posting must include the position title and the statement

"City Carrier, KP11, PS-05," the specific routes in the bid position, and the amount of time for preparing mail for delivery on each route. For example: If the permanent adjustment is for one hour on Route 1, the posting will state, "Route 1, one hour." If street duties are applicable, list the specific letter route street assignments and amount of time. If another appropriate assignment such as a collection run is part of the assignment, list the time for the activity, nonscheduled days, hours of duty and work location.

Appropriate morning and afternoon office breaks will be scheduled by management.

M-00839 Pre-arbitration Settlement, November 24, 1987, H1N-NA-C 89

All router assignments posted prior to the July 21, 1987, Memorandum of Understanding (MOU) between the NALC and the U.S. Postal Service are also subject to the MOU on router assignments. Management shall list specific groups of routes and where applicable specific street duties for each router assignment whenever that information was not previously listed.

Removal from Assignment

M-01292 Pre-arbitration Settlement July 28, 1997, F94N-4F-C 97005324

The parties agreed that application of section 617.2 Pivoting, of the Postal Operations Manual (POM) does not change the provisions of Article 41, Section I.C.4 of the National Agreement. Routers must be kept on their bid assignment and not moved off the duties in the bid description unless there is an undertime situation, or in "unanticipated circumstances."

M-00885 National Joint City Delivery Meeting, October 4, 1988

Routers must be kept on their bid assignment and not moved off the routes in the bid description unless there is an undertime situation, or in "unanticipated circumstances."

M-01014 Step 4 Settlement, October 10, 1991, H7N-2K-C 42670

Step 4 Settlement, decision reaffirming that in accordance with Article 41.1.C.4, routers may only be used outside of their bid assignment only in "unanticipated circumstances".

Maximization

M-00885 National Joint City Delivery Meeting, October 4, 1988

Router positions should be maximized to full-time, 8-hour positions to the extent practicable.

M-00915 Step 4 Settlement, April 13, 1989, H4N-5C-C 36660

The issue in this grievance is whether local management has improperly established part-time regular router positions in contravention to the provisions of the (July 21, 1987) Router Memorandum of Understanding. Item 3, of the September 21, 1988, Router Assignment Instructions (M-00885) states that "Router positions should be maximized to full-time, 8-hour positions to the extent practicable." As described in this instant matter, the utilization of the part-

time routers is inconsistent with the intent of the aforementioned Memorandum. See also [M-00916](#).

[M-00916](#) Step 4 Settlement, April 13, 1989, H7N-5L-C 4160

The issue in this grievance is whether local management has improperly established part-time regular router positions in contravention to the provisions of the (July 21, 1987) Router Memorandum of Understanding. Item 3, of the September 21, 1988, Router Assignment Instructions ([M-00885](#)) states that "Router positions should be maximized to full-time, 8-hour positions to the extent practicable." As described in this instant matter, the utilization of the part-time routers is inconsistent with the intent of the aforementioned Memorandum. See also [M-00915](#).

RURAL ROUTES, CARRIERS

Cross craft assignments are not permitted between the City and Rural Carrier crafts.

See also

[Cross Craft Assignments](#)

[Emergencies](#), [Jurisdiction](#)

National Level Awards

In the August 1, 1994, Vienna/Oakton Virginia case, C-13791, Arbitrators Mittenthal and Zumas, held that the Postal Service did not violate the national agreement by assigning the disputed delivery in a developed area to the Rural Carrier Craft. They wrote as follows:

"(T}the jurisdiction of a "craft" is to be determined by the "established practice in each given Post office in assigning work." From the standpoint of jurisdiction, the customary way of doing things becomes the contractually correct way of doing things. Work always performed by rural carriers in a given area is presumptively within NRLCA's jurisdiction just as work always performed by city carriers in a given area is presumptively within NALC's jurisdiction. This heavy reliance on "practice" was a means of insuring the stability of each craft bargaining unit."

[C-08730](#) National Arbitrator Britton, March 16, 1989, H4N-4J-C 18504

The NRLCA is allowed to intervene in the arbitration of an NALC grievance concerning the assignment of delivery territory to rural delivery.

[C-03232](#) National Arbitrator Garrett, August 30, 1974, N-C-4120

These (Postal Service) arguments, however skillful an exercise in semantics, overlook the consistent treatment of the City and Rural Carriers as separate "crafts" for purposes of collective, bargaining. While their work in many instances may be virtually identical, this in no way can detract from the dominant fact that these two groups have been deemed to be separate "'crafts " for many years, both in law and in practice. Article VII, Section 2A, cannot be interpreted properly except in light of this firmly established meaning of the words "craft" and "crafts" as used therein. **This meaning does**

not lie in any abstract definition of either "craft." It can only be found in established practice in each given Post Office in assigning work to one or the other of the craft bargaining units... If this interpretation somewhat limits the flexibility of Management to transfer work from City to Rural Carriers (and thus to change the type of service provided in. given areas), it nonetheless is inescapable when Article VII, Section 2A is read in the context in which it was written. Moreover, the basic policy thus reflected in this provision may well be essential to the maintenance of sound relationships between the Postal Service and the various Unions involved, as well as among the Unions themselves.

[C-18997](#) National Arbitrator Nolan, December 23, 1998, W4N-5H-C 40995

The Postal Service violated the NALC agreement by unilaterally converting a sizeable number of deliveries from city to rural service.

[C-22742](#) National Arbitrator Nolan, December 3, 2001, S1N-3P-C 41285

The proper remedy for a wrongful conversion of city deliveries to rural is reconversion of those deliveries and the award of new deliveries established within the line of travel for the challenged deliveries, to be implemented within 60 days. Within 90 days, the Postal Service shall develop and implement a new delivery plan for provision of service beyond the challenged deliveries, applying its standard criteria as if it had not made the erroneous conversion. Either union may file a new grievance if it believes the Postal Service's new plan violates controlling authority.

Settlement Agreements

[M-01484](#) NALC/NRLCA/USPS Settlement, May 9, 2003, S1N-3P-C 41285

Settlement resolving the issues remanded by Arbitrator Nolan in national case C-22742, above.

[M-01606](#) Memorandum of Understanding, March 23, 2007

Renewal of MOU (M-01568) regarding the processing of future city/rural disputes.

[M-01568](#) Memorandum of Understanding, March 8, 2006

Memorandum of Understanding between the USPS, NALC, and NRLCA regarding the processing of future city/rural disputes.

[M-01519](#) City/Rural Process Agreement, May 4, 2004

The process and guidelines developed by The National Joint City/Rural Task Force to review all outstanding city/rural issues in the grievance procedure.

[M-01520](#) Guideline Principles to Address City/Rural Issues May 4, 2004

- 1) Claims that rural delivery should be converted to city delivery because it has characteristics of city carrier work.
- 2) Claims that establish rural delivery was improperly converted to city delivery.

- 3) Claims that established city delivery territory was improperly converted to rural delivery.
- 4) Other jurisdictional boundary claims including assignment of new deliveries.

M-01483 Memorandum of Understanding, NALC/NRLCA/USPS, May 9, 2003

Memorandum establishing a national level task force of two members each from the NALC, the NRLCA, and the Postal Service to establish guidelines and a process to facilitate settlement of outstanding city/rural jurisdictional grievances.

M-01694 Memorandum of Understanding, USPS/NALC, October, 22, 2008

Re: Assignment of City Delivery

The parties agree to several provisions regarding assignment of city delivery.

M-02001 – National-level interpretive step settlement for grievance number Qo6N-4Q-C 12180373, March 1, 2024

The national parties agreed that the expiration of the October 22, 2008, MOU Re: Assignment of City Delivery, coincides with Arbitrator Das' Interest Arbitration Award dated January 10, 2013. It was agreed that any new delivery growth which was improperly assigned during the timeframe in question, November 20, 2011, through January 10, 2013, will be properly reassigned.

Supporting Material

M-00320 USPS Letter (Charters), June 9, 1975

No significant amount of work that has traditionally been performed by city letter carriers may be transferred to rural carriers (absent a material change in the nature of the work) except through the provisions of Article VII, Section 2.A.

M-00921 Step 4 Settlement, August 19, 1980, N8-S-0373

The question of transferring work from city delivery service to rural delivery service was addressed by USPS and the NALC management in 1975 when the parties met to discuss Arbitration Award No. N-C-4120 on the same subject issued by Arbitrator S. Garrett. The meeting resulted in a Memorandum dated June 9, 1975, (M-00320) by the Postal Service which spelled out general principles to be applied by postal management when determining whether to transfer stops from a city route to a rural route.

Although the principles were based on an interpretation of Article VII-2A of the 1975 Agreement, in our view, the same logic is applicable because Article VII, Section 2-A was not changed in the current National Agreement.

M-00636 USPS Memorandum (Dorsey letter), September 15, 1978

As a general rule, conversions from rural to city delivery shall be considered only to:

1. Provide relief for overburdened rural routes when all other alternatives are impractical.

2. Establish clear cut boundaries between rural and city delivery territory and eliminate overlapping and commingling of service.
3. Provide adequate service to highly industrial areas or apartment house complexes on rural routes.
4. Provide service to areas where city delivery service will be more cost effective. Regional review is required when cost is the basis for conversion.

Areas considered for conversion must meet all the basic requirements for an extension of city delivery and must be contiguous to existing city delivery service. However, the fact that a given area is fully developed and adjacent to city delivery does not, of itself, constitute sufficient justification for conversion. See also [M-00613](#), [M-00627](#), [M-00320](#), and [M-00122](#).

Note: *This was incorporated into Section 611.321 of the Postal Operations Manual (POM).*

[M-00613](#) Memorandum of Understanding, August 27, 1973

Postal Service rules regarding the conversions from rural to city delivery.

[M-00627](#) USPS Letter to all Regional Delivery Managers, May 18, 1976

Postal Service directions concerning the conversions from city to rural delivery.

SAFETY AND HEALTH

Grievance/Arbitration Procedure

[M-01433](#) Step 4 Settlement, February 20, 2001, F94N-4F-C 97024971

The Step 4 Settlement, issue in these grievances is whether any grievance, which has as its subject safety or health issues, may be placed at the head of the appropriate arbitration docket at the request of the union.

The parties agree that Article 14.2 of the National Agreement controls. It states in part:

“Any grievance which has as its subject a safety or health issue directly affecting an employee(s) which is subsequently properly appealed to arbitration in accordance with the provisions of Article 15 may be placed at the head of the appropriate arbitration docket at the request of the Union.”

The fact that the union alleges that the grievance has as its subject a safety or health issue does not in and of itself have any bearing on the merits of such allegations. Accordingly, placement of a case at the head of the docket does not preclude the Postal Service from arguing the existence of the alleged “safety” issue or that the case should not have been given priority. The Postal Service will not refuse to schedule a case in accordance with Article 14.2 based solely upon the belief that no safety issue is present.

[C-16371](#) National Arbitrator Snow, July 20, 1994, HoC-3W-C 4833

National Level Arbitration is not an appropriate forum for resolving a grievance addressing the

adequacy of a local hazardous materials training program.

Form 1767

M-01285 Pre-arbitration Settlement, May 12, 1997, E90N-4E-C 93045300

The issue in this grievance is whether PS form 1767, Report of Hazard, Unsafe Condition or Practice, may be completed in an overtime status. During our discussion, it was mutual agreed that the following constitutes full and final settlement of this grievance:

The parties agree that PS Forms 1767 are normally completed during the course of an employee's work day, and that there may be occasions where the completion of PS form 1767 may be accomplished on overtime, depending on the local circumstances. Therefore, the parties agree there is nothing which prevents local management from approving overtime for the completion of PS Form 1767 in such circumstances.

Form 1769/OSHA Form 301

M-01816 Interpretive Step Settlement, MAY 8, 2013, Q06N-4Q-C 11205956

The postal service created an electronic form that combined information from the PS Form 1769 and OSHA Form 301. The electronic form required supervisors to obtain information shielded by the Privacy Act. The postal service agreed to modify the system through a Service Change Request; which no longer solicits information the union believed violated the Privacy Act.

Safety Committees, Meetings, Talks

M-01647 Memorandum of Understanding, September 11, 2007

Re: District Safety Committees Pilot Program

The United States Postal Service and the National Association of Letter Carriers, AFL-CIO, agree that it is in their mutual interest to have an effective health and safety program. To that end, the parties agree to further test district safety committees in each area during the term of the 2006 National Agreement....

C-06949 National Arbitrator Bernstein, April 8, 1987, H1N-3D-C 40171

A rural carrier who was designated as NALC's representative to the safety committee was not entitled to compensation for time spent at safety meetings when those meetings were held outside of the rural carrier's normal working hours.

M-00954 Step 4 Settlement, November 30, 1989, H7N-5R-C 13353

The issue in this grievance is whether management violated the agreement when it established a Safety Captain Program. The Safety Captain, as described in this grievance, will not be used as a substitute for the Local Safety Committee as established under Article 14 Section 4.

M-00408 Step 4 Settlement, May 13, 1983, H1N-1E-C 665

There is no contractual provision for the grievant or his steward to attend an internal management meeting, whether called an accident review board or any other name. However, such a committee should not make recommendations for discipline of individual employees.

M-01570 Memorandum of Understanding, May 4, 2006

NALC/USPS Memorandum of Understanding regarding the National Accident Reduction Task Force.

M-01147 APWU Step 4 Settlement, March 5, 1990, H4C-5G-C 15749

The National parties have previously agreed that bargaining unit employees of the APWU are not to be included on Quality Improvement Teams if the local union is opposed to their inclusion.

Ergonomics

M-01773 Joint USPS/NALC Letter April 24, 2008

SUBJECT: Tools for Injury Reduction (“Good Ideas”)—US. Postal Service/National Association of Letter Carriers National Joint Safety Task Force

Consistent with its ongoing commitment to improve safety, the National Joint Labor-Management Safety Committee evaluated several tools designed to reduce injuries associated with lifting, loading, and handling mail. Pilot testing and the Customer Service Ergonomic Risk Reduction Process indicated that three of the evaluated tools may help reduce injuries and Muscular Skeletal Disorders (repetitive motion injuries related to lifting, reaching, and handling cumbersome or heavier objects).

A description of the approved tools is attached. Local managers who want to use these items should engage their National Association of Letter Carriers—National Business Agent; the Area and District Manager, Safety; and (where in use) the District Safety Committee.

Additional information including testimonials from carriers involved in testing can be found on the Safety and Environmental Resources web page at: <http://safetytoolkit.usps.gov/resources.aspx>.

The “good ideas” tools are:

- Utility/Mail Hooks—plastic rods with a hook to extend the reach of the carrier in loading/unloading mail into and from Long Life Vehicles and Flexible Fuel Vehicles
- Hamper Inserts—inserts used with 1046P hampers to raise the level of trays/tubs of mail loaded into the hamper, to reduce the lift height in loading and unloading the mail
- Mail Elevation Units—milk crates” used to elevate the height of trays and tubs of mail distributed to carrier cases, reducing bending and the lift height (but care must be taken to avoid increased twisting while lifting). Sort bins attached to carrier cases are also alternatives for raising flats off the floor. (Flats Sequencing System sites should coordinate plans for future equipment based on anticipated flat volume to be handled at the case.)

We appreciate your consideration of these tools, and your continued support in safety improvement.

M-01175 Step 4 Settlement, November 10, 1993, Q90N-4Q-C 93053350

The issues in this case concern the use of isokinetic testing.

Without prejudice to the position of either party with regard to any issue, including the question of whether the Postal Service is contractually required to notify or consult with the union prior to using particular testing methods at either a national or local level, we mutually agreed to resolve this grievance as follows.

The Postal Service will discontinue use of isokinetic testing in areas other than those participating in a national level pilot study. At the conclusion of this pilot study, the results will be shared and discussed with the union prior to rendering a decision on whether to proceed with a national isokinetic testing program.

M-01443 Pre-arbitration Settlement, April 17, 2001, D94N-4D-C 9808112

The issue in these cases is an "Accident Repeater" program that is in effect in several districts.

After reviewing this matter, we mutually agreed that while no national interpretive issue is fairly presented in these cases, we resolve them as follows:

The focus of the "Accident Repeater" program is on identifying unsafe practices and deficiencies; its focus is not to promote discipline. Any administrative action with respect to safety violations must be consistent with Articles 14 and 29. The parties have previously agreed that local accident policies, guidelines, programs, or procedures may not be inconsistent or in conflict with the National Agreement; hence, any discipline must meet the "just cause" provisions of Article 16, and those cases dealing with conflicting local variances should be dealt with on a case by case basis at the local level.

OSHA

Article 14.3.D incorporates the Occupational Safety and Health Act (OSHA) into the National Agreement.

M-00737 Executive Order 12196, Carter, February 26, 1980

This Executive Order provides for unannounced inspections of agency work places in specified situations (including a request of the occupational safety and health committees such as those established in accordance with Article 14, Section 4).

M-01843 OSHA Memorandum, March 12, 2012

Re: Employer Safety Incentive and Disincentive Policies and Practices

This Memorandum provides guidance regarding what kind of employer practices may be in violation of 29 CFR 1904.36 – Prohibition Against Discrimination. These practices include issuing discipline associated with the reporting of on-the-job injuries and incentive programs that discourage the reporting of injuries.

M-01816 Interpretive Step Settlement, MAY 8, 2013, Q06N-4Q-C 11205956

The postal service created an electronic form that combined information from the PS Form 1769 and OSHA Form 301. The electronic form required supervisors to obtain information shielded by the Privacy Act. The postal service agreed to modify the system through a Service Change Request; which no longer solicits information the union believed violated the Privacy Act.

M-01860 Memorandum of Understanding, May 15, 2015

Re: Heat Abatement Program - Independence, MO

The parties agree to the following measures in order to address the October 24, 2014, final decision and order of the Occupational Health and Safety Review Commission upholding the Occupational Health and Safety Administration's citation dated December 22, 2012.

While this agreement applies solely to the Independence, Missouri, Post Office, including its stations and branches, the parties recognize that heat abatement is an essential element of on-the-job safety for city letter carriers in all locations where city letter carriers are exposed to excessive heat. The parties also recognize that Postal Service facilities are located in differing climates and have differing operational requirements and, accordingly, the terms of this agreement may not be suitable for other Postal Service facilities. Additionally, the parties understand and agree that individual city letter carriers may need accommodation related to heat when the heat index is under the threshold set below.

Smoking

The Postal Service smoking regulations are found in ELM Section 880.

880 Smoking

881 Definition Smoking is defined as having a lighted cigar, cigarette, pipe, or other smoking material.

882.1 Buildings Smoking is strictly prohibited in all buildings or office space (including service lobbies) owned or leased by the U.S. Postal Service. There will be no indoor smoking permitted by any occupant of such space. Local managers, with input from employee representatives, may decide whether or not to permit smoking in designated outdoor locations on Postal Service property.

882.2 Vehicles Smoking is prohibited in any General Services Administration interagency fleet management system vehicles.

M-01218 Pre-arbitration Settlement, July 13, 1995, Q90N-4Q-C 93039784

The issue in this grievance is whether management violated Article 19 of the National Agreement in the issuance of the 1993 revision of Section 880 of the Employee and Labor Relations Manual regarding smoking.

We mutually agree that consistent with the provisions of Section 880 of the Employee and Labor

Relations Manual, smoking is prohibited in all postal facilities. However, safety and health committee union representatives shall participate in the selection of designated smoking areas on postal property outside of postal facilities, where designation of such smoking areas is feasible. In those installations that do not have a safety and health committee, the union president shall participate in the selection of designated smoking areas. Employee convenience, safety, health, housekeeping, and public access will be considered in the identification of designated smoking areas.

M-00479 Step 4 Settlement, May 1, 1985, H1N-5H-C 30058

After reviewing this matter, we agreed that there was no national interpretive issue fairly presented as to the meaning and intent of Article 5 of the National Agreement. Whether the new local smoking policy violated past practice within the office can only be determined by evaluating the fact circumstances.

M-00485, Step 4 Settlement, June 11, 1979, NC-S-13249/N5-ET-20591

There exists no contractual obligation which would mandate that management establish a no-smoking area as is requested in this grievance.

M-00950 Step 4 Settlement, October 6, 1989, H7N-5T-C 12867

The purpose of the revised smoking policy is to prevent non-smokers from having to breathe secondary smoke for reasons of health. If a smoker is in a vehicle alone, then smoking would be permitted since no one else is affected. If, however, the vehicle is carrying more than one person, then there should be no smoking in that vehicle unless everyone in the vehicle is a smoker.

Carriers are not permitted to smoke while delivering or collecting mail, as per 884 of the Employee & Labor Relations Manual. The local policy in question will accordingly be modified to properly reflect this change. See also [M-01370](#).

M-00801 Step 4 Settlement, March 10, 1987, H4N-3N-C 32710

The issue in this grievance is whether a contractual violation occurred when smoking was prohibited on the workroom floor. After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Whether the established past practice was properly changed or was changed in an arbitrary and capricious manner in this case is an issue suitable for regional determination.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNITED STATES POSTAL SERVICE

AND THE

NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

Re: Smoking in Postal Vehicles

The United States Postal Service and the National Association of Letter Carriers, AFL-CIO are committed to the safety, health, and well-being of all employees. Accordingly, the parties mutually agree that, effective with the signing of this memorandum, smoking will not be permitted in postal-owned vehicles acquired or distributed after September 1, 2014. For purposes of this memorandum, the definition of smoking found in the Employee and Labor Relations Manual, Section 880 Smoking, applies.

This agreement is without prejudice to the Postal Service's right to make changes to policy, including under Article 19, and the union's ability to challenge the same.

M-00922 USPS Letter, January 18, 1989, Smoking Regulations

USPS letter explaining the application of smoking regulations which appeared in Postal Bulletin Number 21681, dated July 14, 1988.

Note: *The smoking regulations clarified in this memo have since changed. The current Postal Service smoking regulations can be found in ELM section 880.*

M-01370 Step 4 Settlement, January 14, 1999, C94N-4C-C 99067738

The issue in this grievance is whether Management violated the National Agreement by issuing a local policy which prohibited carriers from smoking in Postal vehicles.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case.

This issue was the subject of Case Number B90N-4B-C 94066889, which was settled on February 16, 1995, as follows:

The purpose of the revised smoking policy is to prevent non-smokers from having to breathe secondary smoke for reasons of health. If a smoker is in the vehicle alone, then smoking would be permitted since no one else would be affected. If, however, the vehicle is carrying more than one person, then there should be no smoking in that vehicle unless everyone in the vehicle is a smoker.

Note: *The smoking regulations clarified in this memo have since changed. The current Postal Service smoking regulations can be found in ELM section 880.*

Safe Driver Awards

M-00515 Step 4 Settlement, June 8, 1984, H1N-5D-C 20610

Inasmuch as the determination with regard to whether a Safe Driver Award is given, rests on an evaluation of an employee's required duties as a driver; an unfavorable determination with respect to his performance as a driver is grievable on the merits under the provisions of Article 15. See also [C-03274](#).

Safety Issues

M-00483 Step 4 Settlement, September 26, 1980, N8-W-0378

Normally, letter carriers deliver mail during daylight hours; however, there is no contractual provision which would preclude management from assigning carriers to deliver mail in other than daylight hours.

M-00361 Step 4 Settlement, April 26, 1983, H1N-5C-C 8277

Whether the lighting provided conforms with established standards and if the light measurement test were properly conducted can only be determined by application of Section 233.32 of the MS-49 Handbook and the manufacturer's operating instructions of the light meter to the specific fact circumstances involved.

M-00160 USPS Letter, August 7, 1986

The Office of Delivery and Retail Operations indicates that the position of the Postal Service is that where a lawn has been chemically treated and a sign has been posted to that effect, the letter carrier serving that delivery would not be required to cross that lawn during the period the potential hazard remained in effect.

M-01477 Pre-arbitration Settlement, March 4, 2003, Q98N-4Q-C 00099268

The parties agree that placing inverted plastic trays in the bottom of the 104-P hamper as an insert is one way, among others, to address any local bending and lifting concerns.

This agreement fully and completely resolves the issue of whether there is a bending/lifting hazard or violation of the National Agreement when city carriers use a 1046-P plastic hamper and, accordingly, will be applied to all disputes on this issue, including all grievances currently pending at any level of the grievance-arbitration procedure.

M-00559 Step 4 Settlement, December 8, 1978, NCW 11338

Management is instructed to cease the collecting and redistributing of the containers of dog repellent at the ending and beginning of each work day.

M-01162 Step 4 Settlement, December 17, 1993

Local standard operating procedures (SOP's) are noninterpretative issues. While the USPS may restrict the carrying and usage of pagers and cellular phones, the mere possession of such devices is not a safety hazard.

M-01521 USPS Letter, April 16, 2004

Subject: Vests with Reflective Materials

Current authorized uniform items Incorporate adequate reflective materials for most normal delivery conditions. However, there may be local circumstances common to specific geographical areas, such as fog, or heavy rain or snow storms, which reduce visibility during various times of the year. These local conditions should be taken Into consideration when determining whether the local

purchase of reflective vests would add an effective measure of safety to letter carriers who walk all or part of their routes. Selected vests should be certified to comply with ANSIISEA 107-1999 at the Class Level appropriate to the expected use conditions.

Accidents, Discipline

See also

[Accidents: In General](#)

[Accidents: Vehicle](#)

[M-01345](#) Step 4 Settlement, January 28, 1997, Q94N-4Q-C 96091698

It is the parties' mutual understanding that the intent of the STOP Safety Program is to focus on educating and training employees on safe work habits and to observe and identify unsafe practices and deficiencies, as well as to correct those unsafe practices and deficiencies. Its focus is not to promote discipline. Administrative action with respect to safety violations must be consistent with Articles 14 and 29.

[M-01289](#) Step 4 Settlement, June 18, 1997, D94N-4D-C 97027016

The parties agree that management has the right to articulate guidelines to its employees regarding their responsibility concerning issues relating to safety. However, the parties also mutually agree that local accident policies, guidelines, or procedures may not be inconsistent or in conflict with the National Agreement. Discipline imposed for cited safety rule violations must meet the "just cause" provisions of Article 16 of the National Agreement. Further, administrative action with respect to safety violations must be consistent with Articles 14 and 29.

Bicycle Delivery

[M-01821](#) Interpretive Step Settlement, June 11, 2013, Q06N-4Q-C 12219976

The parties agreed to refer to the National Joint Labor-Management Safety Committee the issue of what impact the mandatory use of bicycle helmets has on the ability of city letter carrier to employ uniform items to protect exposed skin from the sun. In the event the issue is not resolved, this case will be returned to its current status at arbitration.

[M-01830](#) Interpretive Step Settlement, December 20, 2013, Q06N-4Q-C 12219976

The issue in this case involves the mandatory use of bicycle helmets. The National Joint Labor-Management Safety Committee, established under Article 14, Section 3.A of the National Agreement, has been meeting on the subject issue in an attempt to resolve this matter. The parties agree to extend the terms of the June 11, 2013 pre-arbitration agreement until February 28, 2014

[M-01872](#) Step 4 Settlement, March 16, 2016, Q06N-4Q-C 12219976

The NALC and the Postal Service have settled national level case Q06N-4Q-C 12219976 concerning the use of bicycle helmets for letter carriers who ride bicycles as part of their official duties.

SCHEDULES

See also

[Guarantees](#)

[Out-of-schedule Pay](#)

[Hold Down Assignments](#)

[C-00939](#) National Arbitrator Gamser, September 10, 1982, H1C-5F-C 1004

Unassigned regulars who had their schedules changed in the absence of a bid or assignment to a residual vacancy were entitled to out-of-schedule overtime under Article 8, Section 4.B.

[M-00188](#) Step 4 Settlement, October 10, 1975, NB-C-6033

It is not required that temporary changes in schedule be posted by Wednesday proceeding the week in which the change takes place. However, temporary changes in starting times which require employees to work outside of their basic work week schedule necessitates the payment of overtime for all hours worked outside of the basic schedule.

[M-00049](#) Step 4 Settlement, March 20, 1985, H1N-1J-C 28970

Management may affect schedule changes under the M39 Handbook. Such change in schedule does not constitute a route adjustment.

[M-00817](#) Pre-arbitration Settlement, March 9, 1988, H4N-5K-C 10972

When an employee has partially overcome a disability and is available for assignment to limited duty, management may change the employee's regular work schedule in accordance with part 546.14 of the ELM, but only on a prospective basis. Management may not change the employee's regular work schedule retroactively. The requirement set out in part 434.61 of the ELM and elsewhere, that employees be given notice of a temporary schedule change by Wednesday of the preceding service week does not apply to schedule changes for limited duty assignments pursuant to Part 546.14 of the ELM.

[M-01490](#) Pre-arbitration Settlement, June 17, 2003, E94N-4E-C 99119612

The issue is whether a duty assignment can have more than one starting time during the service week.

A duty assignment may include a permanent schedule which consists of different starting times on certain days of the service week. However, the decision to do so may not be arbitrary. Currently, Methods Handbooks M-39, Section 122 deals with the scheduling of city letter carriers.

The starting time(s) of a Carrier Technician assignment is the same as the component routes which comprise the Carrier Technician assignment.

[M-00353](#) Step 4 Settlement, May 24, 1985, H1N-5G-C 24094

A reserve carrier who does not opt for a "hold-down" shall nonetheless assume the schedule of the "hold-down" if management elects to assign the reserve carrier to the route or assignment anyway.

Note: *This settlement establishes the schedule a reserve letter carrier should work if assigned to a hold-down by management. It does not waive the carrier's entitlement to out-of-schedule pay. See [M-00940](#).*

[M-00782](#) Step 4 Settlement, May 22, 1987, H4N-3B-C 46106

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We agreed that the question raised requires application of the Senior Assistant Postmaster General's memorandum, dated June 22, 1976 concerning the utilization of casuals to the facts involved.

[M-00783](#) Step 4 Settlement, May 15, 1987, H4N-3A-C 30939

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. This is a dispute suitable for regional determination by application of the Senior Assistant Postmaster General's Memorandum dated June 22, 1976, concerning the utilization of casual employees.

[M-00784](#) Step 4 Settlement, May 22, 1987, H4N-3B-C 43969

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that the application of Senior Assistant Postmaster General's memorandum dated June 22, 1976, is the appropriate remedy.

[M-00964](#) Remand Agreement, May 14, 1990, H4N-4J-C 32882

The parties agreed to remand that case plus additional cases on the same issue to step 3 of the grievance arbitration procedure under the precise language reflected in the July 11, 1988, document which was marked as Joint Exhibit #1 (Attachment A). See also [M-00847](#).

[M-01210](#) Step 4 Settlement, January 5, 1995, H90N-4H-C 94042984

The issue in this grievance is whether an employee may be allowed to go home on a non-scheduled workday during an eight (8) hour guarantee period.

Management may not solicit employees to work less than their call in guarantee, nor may employees be scheduled to work if they are not available to work the entire guarantee. However, an employee may waive a guarantee in case of illness, personal emergencies and personal reasons. This procedure is addressed in the F-22, Section 222.14 and the ELM, Section 432.63. See also [M-00879](#).

[M-01241](#) Step 4 Settlement, February 12, 1996, E90N-4E-C 94069679

The issue in these grievances involves the scheduling priority to be given part-time flexible employees over transitional employees.

During the course of a service week, the Employer will make every effort to ensure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to transitional employees working in the same work location and on the same tour, provided that the reporting guarantee for the transitional employees is met.

Voluntary Schedule Changes

See also

[Out-of-schedule Pay](#)

Voluntary schedule changes for personal convenience are covered by ELM Section 434.6. Note that the ELM requires that voluntary schedule changes must be agreed to by the shop steward. Employees requesting a voluntary schedule change must complete a Form 3189.

ELM 434.622

Exceptions Eligible employees are not entitled to out-of-schedule premium under the following conditions:

- i. When a request for a schedule change is made by the employee for personal reasons and is agreed to by the employee's supervisor and shop steward or other collective bargaining representative.

[C-00161](#) **National Arbitrator Gamser, July 27, 1975, AB-C-341**

The Postal Service may not recruit so-called volunteers who are willing to change their schedules to avoid the payment of out of schedule overtime when filling temporary higher level positions. This does not preclude the Employer from accommodating change of schedule requests received from individual employees and for the convenience of such employees when condoned and agreed to by the Union.

[M-00698](#) **Step 4 Settlement, May 31, 1977, NC-W-6161**

Local, management is advised that in the future they will not allow schedule changes for the employee's personal convenience without the concurrence of the local union.

Note: *The requirement that the union agree to temporary changes of schedule for personal convenience is contained in ELM Section 434.615 (b) and F-21 Section 232.23.*

[M-01079](#) **Pre-arbitration Settlement, May 25, 1992, H7N-3W-C 36013**

The issue in this grievance is whether an employee holding an approved Form 3189, Request for Temporary Schedule Change for Personal Convenience, may be required to work post-tour overtime.

During our discussion, we mutually agreed that the intent of filing a Form 3189 which requests an

earlier leaving time is to obtain approval for the employee to leave at that earlier time. Consequently, it is inappropriate for management to approve such a form and then require the employee to work post-tour overtime in other than an emergency situation.

We further agreed that when a Form 3189 requesting an earlier leaving time is approved, the requesting employee will be passed over for any overtime worked on that day as being unavailable. Thus, no grievances may be filed if employees with an approved Form 3189 are passed over. Likewise, no grievances will be filed on behalf of employees required to work overtime as a result of passing over an employee with an approved Form 3189.

M-01049 APWU Step 4 Settlement, September 14, 1983, H1C-4G-C-1630

The parties at this level agree that once the union and management agree to a temporary schedule change for a bargaining-unit employee, the employee shall work the temporary schedule unless both the union and management agree to modify or terminate the schedule change.

M-01064 APWU Step 4 Settlement, May 13, 1985, H1C-5G-C 30220

An employee may sign, in his/her capacity as a union steward, agreement for his/her own request for a temporary schedule change (using PS Form 3189) prior to presentation to the supervisor involved for approval.

SEGMENTATION

M-00777 Segmentation Settlement Agreement, March 9, 1987, H4N-NA-C35

The United States Postal Service and the National Association of Letter Carriers, AFL-CIO, in joint discussion and consultation, have agreed on a set of principles governing the implementation of the segmentation concept as provided in the M-39 Handbook.

These principles will ensure the efficiencies and effective implementation of the segmentation concept and ensure the fair and appropriate utilization of letter carriers in the performance of the work involved in segmentation.

1. Segmentation of mail can efficiently be processed on automated or mechanized equipment. Such processing will be done by the craft designated to operate that equipment.
2. A manual, tertiary or delivery preparation operation is the manual sortation or preparation of mail that occurs after an incoming secondary operation and does not require memorization of distribution scheme items. A manual tertiary or delivery operation will be done by city delivery letter carriers provided the mail is for city delivery routes or post office box sections served by these routes and provided there is space available at the delivery unit. If space is not available, and sortation is done at a General Mail Facility, a mail processing center, or any other postal installation or facility within the installation, letter carriers will perform the manual tertiary sortation at such facilities. An incoming secondary operation normally requires memorization of distribution scheme items and is one which results in mail being sorted to carrier routes, firms, box section, nixies, postage dues, and

other separations necessary for the efficient processing of mail.

3. Routers can be used to perform the manual tertiary sortation of mail segmentation whenever that is operationally feasible. Tertiary sortation duties may also be combined with other forms of letter carriers' work to create full-time assignments.

4. Even though no arbitrary limitation is place on the number of pieces in a segmentation, a limitation will, in effect, be imposed by whatever number of pieces is operationally effective and efficient for each operation in an installation.

Standard manual distribution cases that are used in delivery units should be fully utilized for sorting mail to carrier routes, box sections, postage dues, etc. Segmentations should contain sufficient volumes that can be sorted and pulled down efficiently. For example, a single delivery point or ZIP + 4 segment (blockface, apartment building, etc.) that averages two or three pieces a day should not normally take up space on the incoming, manual secondary case. Exceptions could be holdouts such as nixies, postage dues, etc., that require special treatment regardless of volume.

Segmentations are not necessarily static; therefore, manual secondary cases should be reviewed periodically to ensure that all cells are properly utilized in the most effective and efficient manner possible, consistent with operational or service needs.

5. Each installation will determine the type of equipment to be used in a tertiary sortation. Performance on that equipment will be done in accordance with the principle of a fair day's work for a fair day's pay which will normally be reflected in the general performance expectations for that equipment.

6. The parties understand that the tertiary sortation referenced here is the result of the implementation of the segmentation concept, which is presently described in the changes to the M-39 Handbook as presented to the National Association of Letter Carriers, AFL-CIO, on August 15, 1985. Any tertiary sortation established prior to June 16, 1983, will remain in effect unless changed by the installation. Changes made after June 16, 1983, but prior to implementation of this understanding, which are in conflict with this document, will be changed to conform.

7. The Employee Involvement process will be utilized to develop recommendations for use by the installations affected by this Agreement.

M-00908 Step 4 Settlement, March 23, 1989, H7N-3N-C 8757

The fact that the work (segmentation) is being charged to labor distribution code 43 is an administrative characterization of function which does not change the fact that the work being performed is carrier work.

M-01078 Step 4 Settlement, June 19, 1992, H7N-3R-C 38961

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. In the Segmentation Settlement Agreement, of March 9, 1987, the following was agreed to:

2. A manual tertiary or delivery operation will be done by **city delivery letter carriers** provided the mail is for city delivery routes or post office box section served by these routes and provided there is space available at the delivery unit." (emphasis added).

SENIORITY

The seniority provisions for the letter carrier craft are found in Article 41, Section 2 of the National Agreement and are explained in the JCAM.

C-00791 National Arbitrator Garrett, October 1, 1973, A-NAT-2833

A local proposal for "day to day seniority" is in conflict with the 1971 National Agreement.

C-03225 National Arbitrator Mittenthal, March 8, 1982, H8N-4B-C 16721

Article 41, Section 2.A.1. of the 1978 National Agreement does not require the Postal Service to honor seniority in filling a day-to-day assignment of carriers.

C-03807 National Arbitrator Mittenthal, July 22, 1983, H1N-5D-C 2120

A past practice of assigning PTFS carriers to available work by seniority is inconsistent and in conflict with the National Agreement.

C-11528 National Arbitrator Snow, December 19, 1991, H7N-4Q-C 10845

Senior employees excessed into the Letter Carrier Craft under terms of Article 12.5.C.5.a must begin a "new period" of seniority pursuant to the provisions of Article 41.2.G of the parties National Agreement. Article 41.2.G prevails and employees reassigned from other crafts must begin a new period of seniority in the Letter Carrier Craft.

C-13396 National Arbitrator Snow, October 11, 1993, HoC-3N-C 418

"The arbitrator concludes that the employer violated the parties' collective bargaining agreement when it reassigned a full-time (letter carrier) employee who was partially recovered from an on-the-job injury to full-time regular status in the Clerk Craft. Unless in an individual case, the Employer can demonstrate that such assignments are necessary, notwithstanding the conversion preference expressed in the parties' agreement, the Employer shall cease and desist from reassigning partially recovered employees to full-time status when those reassignments impair the seniority of part-time flexible employees."

M-01082 APWU Memorandum, April 16, 1992

The United States Postal Service and the American Postal Workers Union, AFL-CIO (Parties), mutually agree that Arbitrator Carlton Snow's award in Case Number H7N-4QC-10845 (C-11528) shall be applied in a prospective fashion effective with the date of the award.

Accordingly, employees who are excessed into APWU represented crafts (Clerk, Maintenance, Motor Vehicle, and Special Delivery Messenger) after December 19, 1991, under the provisions of Article 12.5.C.5, shall begin a new period of seniority.

M-01605 Interpretive Step Settlement, March 12, 2007, B01N-4B-C 05060834

Article 41.2.D.2 of the National Agreement provides that city letter carriers who enter the military shall not have their seniority broken or interrupted because of military service. This provision applies to city letter carriers restored in the same craft in the same installation after return from military service and to city letter carriers involuntary returned after military service to the same craft in an installation other than the one they left. Such involuntary reassignment may only occur when a city letter carrier vacancy in the applicable regular work force category and type (e.g., full-time regular or part-time flexible, as appropriate) is not available in the home installation at the time of return. Whether such vacancy is available must be determined based on the individual facts of each case. Nothing in Article 41.2.D.2 supplants or diminishes any rights that an employee has under the Uniformed Services Employment and Reemployment Rights Act (USERRA).

M-01179 NALC Letter, February 10, 1994

Under the provisions of Article 41, Section 2.D.4, letter carriers restored following military service will not have their seniority interrupted even if involuntarily restored to an installation other than the one they left.

M-01168 Pre-arbitration Settlement, August 31, 1993, H7N-3Q-C 29862

The issue in these cases concerns the appropriate seniority for employees voluntarily returning to the Letter Carrier Craft from best qualified positions at other installations.

During our discussion, we mutually agreed that the provisions of Article 41.2.G.3 are applicable to this situation.

M-00549 Pre-arbitration Settlement, October 3, 1986, H4N 5F C 1620

Article 41.1.A.7 does not specify placement of unassigned regulars by juniority or by seniority. Where a question of established past practice exists, it will be determined in regional arbitration.

M-00594 Step 4 Settlement, November 25, 1980, H8N 2W C 7259

Probationary employees are without seniority rights, although retroactively computed, until satisfactory completion of ninety (90) days of employment.

M-00630 Step 4 Settlement, July 15, 1977, NC N 5462

The grievant was excused outside his installation and filed a request to be returned. He later voluntarily transferred to another office. Management held that this negated his retreat rights. He later returned to his original office and was given seniority one day junior. This was later changed to the date of his return. The decision returns all his seniority.

M-00681 Step 4 Settlement, May 4, 1977, NC-E-5617

Although an unclassified letter carrier does not have the right to select which route he wishes to work on any given day, the employer is not precluded from assigning unassigned regular employees to various routes by seniority.

M-00112 Step 4 Settlement, October 31, 1978, NC-S-12379

There are no requirements that overtime be scheduled according to seniority in the letter carrier craft.

M-01469 Pre-arbitration Settlement August 29, 2002, E90N-4E-C 95058006

This agreement supersedes and replaces our April 23, 2001, Pre-arbitration agreement for the above-captioned case ([M-01439](#)).

The parties agree that the “leave computation date,” currently box 14 of PS Form 50, is used to determine “total federal service” for the purposes of applying Article 41.2.B.7.(f).

M-00057 Step 4 Settlement, July 6, 1983, H1N-5B-C 11224

As long as the grievant remains in his current VOMA position, local management will use his seniority that he carried with him as a member of the carrier craft. Except as specifically provided otherwise, the grievant shall retain his carrier seniority when seniority is used as a determining factor.

CCAs do not have “seniority” but do have “relative standing.”

See City Carrier Assistants (CCA)

M-01946 Memorandum of Understanding, March 29, 2021

Re: Implementation of the CCA Conversion to Career Status

Agreement which recognizes that an anomaly exists with the timelines for city carrier assistant conversions to career status pursuant to the MOU *Re: City Carrier Assistants – Conversion to Career Status*. To protect principles of seniority, the parties agree to a conversion date of May 8, 2021, for CCAs with 24 months of relative standing on March 8, 2021, and those that reach 24 months of relative standing after March 8, 2021, but on or before April 9, 2021.

M-01594 Pre-arbitration Settlement, October 7, 1985

The question in this grievance is whether part-time flexibles with greater craft seniority than full-time employees receive preference when scheduling vacation.

It was mutually agreed to full settlement of this case as follows:

Leave which is applied for consistent with the National Agreement and Local Memorandum of Understanding is awarded by seniority without regard to full-time or part-time status.

Supervisors

C-10147 National Arbitrator Snow, August 13, 1990, H7N-4U-C 3766

Arbitrator Snow held that when a former supervisor is reassigned to the letter carrier craft, his full-time or part-time status is to be determined by reference to the seniority provisions of the

Agreement. Accordingly:

- 1) If a letter carrier becomes a supervisor and returns to the letter carrier craft in the same office within two years -thus retaining his seniority -he may be assigned to a fulltime position.
- 2) If a letter carrier becomes a supervisor and returns to the letter carrier craft after two years have passed, he loses seniority and thus may only be assigned to a parttime flexible position.
- 3) If a letter carrier becomes a supervisor and returns to the letter carrier craft in a different office, he will have accumulated no seniority and thus may only be reassigned to a part-time flexible position.

M-00805 Pre-arbitration Settlement, March 28, 1986, H1N-1E-C 35862

Management violated the National Agreement by not converting the grievant, part-time flexible, to full-time status prior to the voluntary reassignment of a supervisor from another post office to the vacant craft position. In this situation, the supervisor had been away from a craft position for more than two years. Therefore, the parties agree that the Postmaster General's letter of April 6, 1979, concerning voluntary reassignments and transfers applies, wherein it states:

Full-time non-bargaining-unit employees will be reassigned into full-time positions unless the reassignment is to a vacant bargaining-unit position.

All employees reassigned to positions in the bargaining unit will have their seniority established in accordance with applicable collective-bargaining agreements.

The parties also agree to the following remedy:

Applying this criteria, the grievant will be place in the bid position sought under this grievance and the incumbent will become an unassigned regular.

For the period beginning when the grievant would have been place in the bid position, he will be compensated for the difference between his paid hours and forty hours in any week in which he did not receive pay for forty hours.

See also [M-00806](#).

M-00806 Step 4 Settlement, December 15, 1987

The issue in this grievance is whether management violated the National Agreement when it assigned a former supervisor to a Full-time Regular position at the Kenner, Louisiana office. After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. Accordingly, we agreed to remand this case to the parties at Step 3 for further processing in accordance with the principles outlined in the Memorandum of Understanding in case number H1N-1E-C 35802, South Grafton, Massachusetts.

C-03227 National Arbitrator Mittenthal, April 23, 1981, N8-NA-0383

Under the 1978 National Agreement temporary supervisors continue to accrue seniority during time

which they serve as temporary supervisors (204B).

NALC Position Paper. The seniority of supervisors who have transferred to another installation is governed by Article 41.2.A.2 which states:

41.2.A.2 Seniority is computed from date of appointment in the letter carrier craft and continues to accrue so long as service is uninterrupted in the letter carrier craft in the same installation except as otherwise specifically provided.

Thus, if a former letter carrier in a supervisory status transfers to another installation, all seniority is lost. The seniority cannot be regained even if the employee subsequently returns to the installation where he/she served as a letter carrier. The loss of seniority of seniority is permanent regardless of whether the employee spent more or less than two years as a supervisor.

The seniority of letter carriers who leave the bargaining unit and then return to the carrier craft in the same installation is governed by Article 41.2.F and Article 12.2.B.2.

41.2.F Effective July 21, 1978, when an employee, either voluntarily or involuntarily returns to the letter carrier craft at the same installation, seniority shall be established after reassignment as the seniority the employee had when leaving the letter carrier craft without seniority credit for service outside the craft.

12.2.B An Employee who left the bargaining unit on or after July 21, 1973, and returns to the same craft;

1. will begin a new period of seniority if the employee returns from a position outside the Postal Service; or
2. will begin a new period of seniority if the employee returns from a non-bargaining unit position within the Postal Service, unless the employee returns within 2 years from the date the employee left the unit.

Read together, these two provisions describe three possible situations.

- 1) If the carrier left the unit prior to July 21, 1973, then Article 41, Section 2.F would apply and the carrier would pick up whatever seniority he or she had at the time of departure from the unit, but would not receive credit for time spent out of the unit.
- 2) If the carrier left the unit on or after July 21, 1973 and returned within 2 years, then Article 41, 2.F again applies and the carrier would receive credit for the seniority he or she had prior to leaving the unit.
- 3) A carrier who left the unit on or after July 21, 1973 and returns later than 2 years following the date of departure, begins a new period of seniority (Article 41.2.F does not apply; rather Article 12.2.B.2 takes care of the entire matter.)

The full or part-time status of former letter carriers returning to this craft was the subject of an award by National Arbitrator Carlton Snow (C-10147). Arbitrator Snow held that when a former

supervisor is reassigned to the letter carrier craft his full-time or part-time status is to be determined by reference to the above referenced seniority provisions of the Agreement. Accordingly:

- 1) If a letter carrier becomes a supervisor and returns to the letter carrier craft in the same office within two years -thus retaining his seniority -he may be assigned to a fulltime position.
- 2) If a letter carrier becomes a supervisor and returns to the letter carrier craft after two years have passed, he loses seniority and thus may only be assigned to a parttime flexible position.
- 3) If a letter carrier becomes a supervisor and returns to the letter carrier craft in a different office, he will have accumulated no seniority and thus may only be reassigned to a part-time flexible position.

Tie Breaker Provisions

M-01469 Step 4 Settlement, August 29, 2001, E90N-4E-C 95058006

This agreement supersedes and replaces our April 23, 2001, Pre-arbitration agreement for the above captioned case.

The parties agree that the "leave computation date". currently box 14 of PS Form 50, is used to determine "total federal service" for the purposes of applying Article 41.2.B.7.(f).

SORTING AND DELIVERY CENTER

M-01990 – Memorandum of Understanding, January 13, 2023

Re: Movement of City Letter Carrier Assignments from an Independent Installation to a Sorting and Delivery Center

The movement of city letter carrier assignments from an independent installation to a sorting and delivery center (S&DC). The MOU contains the agreed upon procedures to follow when all city letter carrier assignments are permanently moved from an independent installation to a S&DC. The process outlined in this MOU does not apply when an installation is discontinued and/or consolidated, or when a station or branch is transferred or made independent in accordance with Articles 12.5.C.1, 12.5.C.2, and/or 12.5.C.3 of the National Agreement.

M-01991 – Memorandum of understanding, January 13, 2023

Re: Local Memorandum(s) of Understanding due to the Establishment of a Sorting and Delivery Center

The agreed upon procedures to be followed regarding local memorandums of understanding (LMOUs) when all city letter carrier assignments are permanently moved from an independent installation to a sorting and delivery center (S&DC). The process outlined in this MOU does not apply when an installation is discontinued and/or consolidated, or when a station or branch is transferred or made independent in accordance with Articles 12.5.C.1, 12.5.C.2, and/or 12.5.C.3 of

the National Agreement.

M-02006 – Memorandum of understanding, September 30, 2024

The national parties agree to amend Item #11 of the January 13, 2023, MOU Re: *Movement of City Letter Carrier Assignments from an Independent Installation to a Sorting and Delivery Center* ([M-01990](#)). This agreement applies to city letter carrier routes impacted by the establishment of, or relocation into, an S&DC on or after June 1, 2024. All other terms of M-01990 will remain in effect.

M-02007 – Memorandum of understanding, September 30, 2024.

The national parties agree to a joint process establishing guidelines to the evaluation and adjustment process related to Memorandum of Understanding Re: *Alternate Route Adjustment Process – Sorting and Delivery Centers (ARAP-S&DC)* ([M-02006](#)).

STEWARDS – CERTIFICATION, RIGHTS

Contract provisions related to steward certification are found in Article 17.2 of the National Agreement. Stewards and branch officers should review these provisions and their explanations in the JCAM carefully to ensure individuals are properly certified before undertaking steward duties.

Warning. It is important that all stewards be properly certified in writing in accordance with the provisions of Article 7, Section 2, above. Arbitrators have ruled that grievances were not arbitrable because they were filed by a steward not properly certified in writing. If you have any questions concerning certification procedures, contact your national business agent for assistance.

M-00455 Step 4 Settlement, October 6, 1977, NC-C-8435

An employee is represented by the steward for the specific work location where he happens to be working when the cause of the grievance arose.

M-01342 Step 4 Settlement, April 21, 1998, J94N-4J-C 98038114

The interpretive issue in this grievance is whether management violated the National Agreement when the grievant was not provided the union steward certified to represent employees in his specific work location, during an Inspection Service interview.

When requested, a steward certified to represent employees in the specific work location where the employee normally works, should be provided, if available.

M-00083 Step 4 Settlement, November 8, 1984, H1C-3F-C 35597

The number of stewards certified shall not exceed, but may be less than the number provided by the formula set forth in Article 17, Section 2, which is based on the total number of employees in the same craft per tour or station.

M-00217 Pre-arbitration Settlement, July 27, 1981, H8N-5K-C 14205

The National Association of Letter Carriers need not designate a precise group of letter carriers over which each steward shall have jurisdiction to represent letter carriers and process grievances on their particular tour and within their particular station or branch.

M-00763 Step 4 Settlement, April 15, 1987, H1N-3U-C 28786

The right to hold steward elections, on the clock, may be established by past practice.

M-00327 Step 4 Settlement, July 7, 1972, N-E-874

There is no provision in Article 15 or Article 17, which denies the right of a steward to process his own grievance in Step 1 or Step 2.a.

M-00392 Step 4 Settlement, May 14, 1981, H8N-4K-C 15581

If a steward is the individual who is the aggrieved, he is entitled to steward representation just as any other employee. However, when a steward files a class action grievance on behalf of the Union, he is the representative.

M-00649 Step 4 Settlement, January 30, 1973, NC-2114

A full-time union official has the right to act as a steward.

M-00646 Step 4 Settlement, March 15, 1978, NC-N-9623

The grievant was offered the services of an available steward, which he declined. Accordingly, there is no violation of the National Agreement.

M-01888 Step 4 Settlement, September 7, 2017, Q11N-4Q-C 14289728

NALC and the Postal Service have settled national-level case Q11N-4Q-C 14289728 concerning the application of Article 17.2.B. Based on the clarified language contained in the 2016-2019 National Agreement, the parties agreed to close this case without prejudice to the position of either party. The parties also agreed to remand any grievance held for this case to Formal Step A of the grievance procedure for full discussion and possible resolution using the clarified language of Article 17.2.B in the 2016-2019 National Agreement and the accompanying Letter of Intent, which will be placed in next Joint Contract Administration Manual (JCAM).

M-00391 Step 4 Settlement, April 20, 1983, H1N-3U-C 16069

The parties agree that an employee is not precluded from seeing a steward to discuss an issue concerning a possible grievance, even though the same issue was previously discussed in other grievances

Alternate Stewards

M-00503 Step 4 Settlement, May 24, 1984, H1N-1J-C 5026

Once an alternate steward has initiated a grievance, the alternate steward may continue processing that grievance, as determined by the union. However, only one steward will be given time for

processing the grievance.

[M-00811](#) Step 4 Settlement, May 9, 1986, H4N-2M 3551

The Union will provide a list of stewards and sequentially listed alternates in accordance with Article 17 of the National Agreement. There will be no "shopping" for stewards. If a steward or alternate is not available, the Postal Service may grant the grievant an extension of time for the grievance.

[M-00461](#) Step 4 Settlement, December 21, 1977, NC-S-4915

All stewards need not be absent before an alternate is allowed to represent employees. See also [M-00014](#).

[C-10004](#) APWU National Arbitrator Snow, January 8, 1990, H4C-3W-C 28547

Management did not violate the contract when it provided the grievant with an alternate steward rather than the grievant's steward of choice when the regular steward was in overtime status.

Chief Stewards

[M-00460](#) Step 4 Settlement, November 7, 1980, N8-S-0470

The designation of Chief Steward does not provide for added representation beyond the particular designated work location

[M-00952](#) Step 4 Settlement, October 13, 1976, NC-W-3083

The Union is not precluded from having the Branch President, acting as Chief Steward, present a grievance at Step 2 in lieu of the steward.

[M-00462](#) Step 4 Settlement, October 21, 1977, NC-S-7847

The employee who is a steward has the same right to Union representation as other employees. However, management is not required to supply the President of the local Union as the Chief Steward's Union representative. The employee who is a chief steward should be represented by the steward in his section.

Protected Activity

[M-01066](#) U.S. Court of Appeals, District of Columbia, Cook Paint and Varnish v. NLRB

A steward may not be required to divulge to the employer information given by a grievant in connection with the steward's handling of a grievance.

Superseniority

[C-08504](#) National Arbitrator Britton, November 28, 1988, H4N-5C-C 17075

Management violated Article 17, Section 3 by temporarily assigning a steward who was a full-time reserve carrier to another station. The arbitrator held that the prohibition on transfers provided for

in Article 17.3 applies to temporary as well as permanent reassignments and that the prohibition applies even if there are no vacant job assignments.

M-00077 Step 4 Settlement, October 25, 1983, H1N-2B-C 7422

Under Article 17, Section 3, of the National Agreement, a certified steward "may not be involuntarily transferred to...another branch...unless...". Management may, however, take whatever action is appropriate and necessary, e.g., excessing of the junior full-time carrier, in order to provide the grievant with an assignment at the main office. See also [M-00520](#) and [M-00541](#).

M-00520 Step 4 Settlement, July 20, 1984, H1N-4B-C 26932

If the grievant, a full-time regular, was the designated steward in his station, and he was qualified for an assignment in his station. he should not have been transferred involuntarily to another station or branch. Management may, however. take whatever action as appropriate and necessary, e.g., excessing of the junior full-time carrier. in order to provide the grievant with an assignment at his original station.

M-00541 Step 4 Settlement, September 27, 1984, H1N-5D-C 17847

Under Article 17, Section 3, of the National Agreement, a certified steward "may not be involuntarily transferred to ... another branch ... unless" If the grievant has been serving as a steward in the Lents Station, and he is qualified for an assignment in that office, he shall not be transferred involuntarily to another station. Management may, however, take whatever action is appropriate and necessary, e.g., excessing of the junior full-time carrier, in order to provide the grievant with an assignment at the Lents Station.

M-01267 Pre-arbitration Settlement, October 2, 1997, H94N-4H-C 96084996

The issue in these grievances is whether a full-time union official who is on the employer's rolls is "actively employed" for the purposes of Article 17.2.B.

During that discussion, it was agreed to resolve the interpretive issue with an understanding that full-time union offices on the employer's rolls are considered "actively employed" for the purposes of Article 17.2.B.

M-00233 Pre-arbitration Settlement, May 20,1982, H8N-2B-C 12054

A Union member actively employed in a post office may be designated as a Union representative to process a grievance at another post office. Such employee must be certified in writing, to the Employer at the regional level.

An employee so certified will not be on the Employer's official time and will be compensated by the Union. An employee so certified will act in lieu of the steward designated under Article 17, Section 2.A. and 2.B. at the facility where the grievance was initiated.

M-00798 Step 4 Settlement, April 23, 1987, H4C-1M-C 2986

A former employee, who is a certified union steward will be allowed to enter a postal facility to

perform the functions of a steward or chief steward in accordance with the provisions of Article 17.2D.

STEWARDS – INFORMATION, UNION’S RIGHT TO

M-00215 Step 4 Settlement, October 14, 1981, H9C-5K-C 17499

The Postal Service agrees that relevant information within the meaning of Article 31, including requests for attendance information, will be provided to the Union.

M-01155 Step 4 Settlement, January 14, 1994, H7N-2C 44938

We mutually agreed that the release of medical records to the union without an employee's authorization is provided for in the Administrative Support Manual, Appendix (USPS 120.190), EL-806, and by Articles 17 and 31 of the National Agreement.

M-00881 Step 4 Settlement, November 16, 1988, H7N-1P-C 2187

The release of medical records to the Union is provided for in the Administrative Support Manual, Appendix (p. 42) (USPS 120.090). Accordingly, this grievance is sustained and the records in dispute will be provided to the union. See also [M-01208](#).

M-00674 Step 4 Settlement, November 15, 1977, NC-S-8956

Management in this instance apparently cited a Civil Service Commission ruling in defense of its own actions. If management was in possession of such a "ruling" it should have been provided to the steward upon reasonable request. If not, the situation or reason should have been fully explained to the requesting union official.

M-00307 Pre-arbitration Settlement, December 18, 1985, H4C-5F-C 1641

The union is entitled to copies of a D-2 document, a locally developed (discipline) form. The union's request to review the documents, files, and other records, including the D-2 form, that are necessary for processing a grievance or determining if a grievance exists shall not be unreasonably denied.

C-10986 National Arbitrator Snow, July 29, 1991, H7N-5C-C 12397

"(T)he Employer violated the parties' National Agreement when the Employer denied a Union request for information respecting the possible discipline of two supervisors..."

C-11716 National Arbitrator Snow, Supplemental Award March 9, 1992, H7N-5C-C 12397

The union is entitled to information concerning the disciplinary records of supervisors when it is necessary for the processing of a grievance.

M-01160 Pre-arbitration Settlement, December 16, 1993, H7N-1E-C 23870

The issue in these grievances is whether management violated the National Agreement by denying the union's request for supervisor disciplinary records

During the discussions, it was mutually agreed that the release of information regarding supervisors was provided for in Arbitrator Snow's award in H7N-5C-C 12397 (C-10986) and in an NLRB settlement signed by the parties on August 3, 1993. (*copy of NLRB Settlement in file*)

M-00325 Step 4 Settlement, April 19, 1972, NS-153

The steward may resubmit his request for overtime information setting forth the names of those carriers whose overtime record he wishes to see and the time period which he wishes to review.

M-00316 Step 4 Settlement, November 5, 1982, H1C-3U-C 6106

Any and all information which the parties rely on to support their positions in a grievance is to be exchanged between the parties' representatives at the lowest possible step. This will include the PS 2608 when management's representative at Step 2 or above of the grievance procedure utilizes the form to support their decision. Also, this will include the PS 2609 when utilized by management's representative at Step 3 or above. See also [M-00315](#) and [M-00822](#).

If requests for copies are part of the information request, then USPS must provide the copies. (Step 4 Settlement, H7N-5K-C 23406, May 21, 1992, ([M-01094](#)). A national Pre-arbitration settlement established that if the union provides the Postal Service with a list of officers and stewards, the Postal Service must indicate which (if any) applied for a supervisory position within the previous two years. (National Pre-arbitration Settlement, H4C-3W-C 27068, February 13, 1990 [M-01150](#)) When the union is provided with information, for example medical records, it is subject to the same rules of confidentiality as the Postal Service.

M-00822 APWU Step 4 Settlement, January 7, 1988, H4V-3S-C 56545

The union is entitled to copies of PS Forms 2608 and 2609.

M-01094 Step 4 Settlement, May 21, 1992, H7N-5K-C 23406

The issue in this grievance is whether the National Agreement requires management to provide the union with copies of information relevant to the filing of a grievance.

During our discussion, we agreed that upon request of the union, the Employer will furnish information necessary to determine whether to file or continue processing of a grievance, provided the employer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information. If obtaining such information includes providing copies, those copies will be provided.

M-01150 APWU Pre-arbitration Settlement, February 13, 1990, H4C-3W-C 27068

The issue in this grievance is whether or not management must supply the local union with a list of all employees who applied for non-bargaining unit positions.

It was agreed that, if the local union provided a list of officers and stewards, the Postal Service will indicate which (if any) applied for a supervisory position within the past two years.

C-03219 National Arbitrator Aaron, November 10, 1980, N8-NA-0219

The Postal Service may not deny requests for investigation pursuant to Article XVII(3) of the 1978-1981 National Agreement by Shop Stewards requesting to leave the work area to investigate grievances or to investigate specific problems to determine whether to file a grievance and for access to documents, files, and other records necessary for processing the grievance or determining if a grievance exists ; and for the right to interview grievants, supervisors and postal patron witnesses during working hours in connection with situations in which a letter carrier has made an initial determination in his judgment and in the exercise of his discretion that a particular customer would object to his lawn being crossed and where a supervisor has over-ridden that determination and issued an order that such lawn be crossed.

M-01001 Step 4 Settlement, March 4, 1983, H1N-3U-13115

In accordance with Article 17 of the 1981 National Agreement, a steward's request to leave his/her work area to investigate a grievance shall not be unreasonably denied. Subsequent to determining that a non-postal witness possesses relevant information and/or knowledge directly related to the instant dispute under investigation, a steward may be allowed a reasonable amount of time on-the-clock to interview such witness~ even if the interview is conducted away from the postal facility. However, each request to interview witnesses off postal premises must be reasonable and viewed on a case-by-case basis. For example, it is not unreasonable for a supervisor and/or steward to telephone the prospective witness to ascertain availability and willingness to be interviewed and, if willing, to establish a convenient time and locale. See also [M-00164](#).

M-00454 Step 4 Settlement, November 18, 1977, NCS-8463

Supervisors will respond to reasonable and germane questions during the investigation of a grievance.

M-00225 Step 4 Settlement, March 10, 1981, N8-N 0224

The Postal Service agrees that a steward who is processing and investigating a grievance shall not be unreasonably denied the opportunity to interview Postal Inspectors on appropriate occasion e.g., with respect to any event actually observed by said inspectors and upon which a disciplinary action, was based.

M-00837 Step 4 Settlement, May 1, 1987, H4N-3W-C 27743

Article 17, Section 3, provides in pertinent part:

"(t)he steward may request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing a grievance or determining if a grievance exists. during working hours. Such requests shall not be unreasonably denied."

Further, Article 17, Section 4, provides for Employer authorized payment to

"...one Union steward...for time actually spent in grievance handling, including investigation...." The parties at this level agree that this includes time for review of documents such as (those) in question.

M-00104 Step 4 Settlement, August 18, 1976, NCE-2263

A steward should be allowed to review an employee's Official Personnel Folder during his regular working hours depending upon relevancy in accordance with the applicable provisions of Article XVII, Section 3.

M-01101 Pre-arbitration Settlement, November 12, 1992, HoN-3W-D 1157

The issue in these cases is whether management was required to provide access to an employee's Employee Assistance Program (EAP) records and Official Personnel Folder (OPF) without the consent of the employee.

During our discussion, we mutually agreed to make available any discipline records found in the OPF of that employee and allow the union's representatives to review these records.

Steward requests to review and obtain documents should state how the request is relevant to the handling of a grievance or potential grievance. Management should respond to questions and to requests for documents in a cooperative and timely manner. When a relevant request is made, management should provide for review and/or produce the requested documentation as soon as is reasonably possible.

A steward has a right to obtain supervisors' personal notes of discussions held with individual employees in accordance with Article 16.2 if the notes have been made part of the employee's Official Personnel Folder or if they are necessary to processing a grievance or determining whether a grievance exists. (See Mittenthal H8N-3W-C 20711, February 16, 1982, [C-03230](#); Step 4 Settlement, NC-S 10618, October 8, 1978, [M-00106](#); Step 4 Settlement, G90N-4G-C 93050025, February 23, 1994, [M-01190](#))

M-00457 Step 4 Settlement, November 13, 1978, NC-C-12200

If management must delay an employee's request to see a steward, it should inform the steward of the reasons and when the time will be provided.

M-00459 Step 4 Settlement, June 27, 1977, NC-C-5980

Management will not unreasonably deny relevant information to a steward. When need is not apparent, some rational should be provided. Relevance may have to be established if there is a dispute.

M-01142 Step 4 Settlement, May 25, 1993, H1C-5C-C 7210

The PS Form 2608 is not completed by the Postal Service at the time of the Step 1 discussion. Therefore, it is not available for the union to review until Step 2. If the union requests to view the completed Form 2608 at Step 2 or any subsequent step of the grievance procedure, it will be made available.

M-01208 Step 4 Settlement, September 6, 1994, A90N-4A-C 94005701

We recognize that the release of medical files to the union without an employee's authorization is

provided for in the Administrative Support Manual, (Appendix USPS 120.090), EL-806, and by Articles 17 and 31 of the National Agreement. We further agree there is no longer a need in the instant case for the requested medical information, since the original grievance has been resolved. See also [M-00881](#).

National Level Awards, Settlements

[C-09544](#) National Arbitrator Mittenthal, November 8, 1989, H7N-NA-C 34

Management must provide NALC with membership information concerning sex, date of birth, etc.

[C-10363](#) National Arbitrator Mittenthal, November 16, 1990, H4T-2A-C 36687

The arbitrator ruled that the Postal Service violated APWU's rights under Article 17, Section 3, and Article 31 by refusing to provide copies of USPS/Mail Handler E.I. work-team minutes.

[C-03230](#) National Arbitrator Mittenthal, February 16, 1982, H8N-3W-C 20711

The Supervisor's refusal to provide a letter carrier steward with a supervisor's personal notes of discussions the supervisor had with an employee concerning his sick leave was not unreasonable where there was no dispute as to the number of such discussions or their content. Article XVII, Section 3 of the 1978 National Agreement does not under these circumstances require the supervisor to provide the steward with his personal notes of the discussions.

[M-01638](#) Interpretive Step Settlement, September 24, 2007, Q01N-4Q-C 07012033

Settlement resolving grievance alleging that revisions to Handbook AS-805, Information Security, published in Postal Bulletin 22190 on September 28, 2006, violated the National Agreement.

The parties agreed to amend Section 1-3.2, Organizations and Personnel by adding:

These policies do not change the rights or responsibilities of either management or the unions pursuant to Article 17 or 31 of the various collective bargaining agreements or the National Labor Relations Act, as amended. These revisions do not bar the unions from using their own portable devices and media for processing information that is relevant for collective bargaining and/or grievance processing, including information provided by management pursuant to Articles 17 or 31 of the collective bargaining agreement or the National Labor Relations Act.

There is no change to policy concerning restricted access to the Postal Service intranet.

[M-01050](#) APWU Step 4 Settlement, September 16, 1980, W8C-5E-C 93444

It is further agreed that under the Privacy Act an employee or third party designated by him/her may not be denied access to any information filed or cross indexed under the employee's name except as specified in Part 313.61 of the E&LR Manual.

[M-00670](#) Step 4 Settlement, March 7, 1977, NCN-3584

If information requested by the union is relevant to a pending Step 4 Settlement, grievance the

requesting union representative should be allowed access to that information.

M-00626 Step 4 Settlement, March 28, 1977, NCS 4432

Under the terms and conditions of the National Agreement, the Union is entitled to review all relevant and material information associated with a grievance being pursued by the Union, which included information developed as a result of investigating a particular incident directly associated with the grievance.

M-00560 Step 4 Settlement, April 29, 1980, N8S 0255

Management may provide as steward with information requested for review at his or her work location rather than releasing the steward for the purpose of travel to a central facility to review the requested information.

M-01471 Pre-arbitration Settlement, September 26, 2002, E90N-4E-C 94026388

It is agreed that pursuant to Article 17, Section 3, the steward, chief steward, or other Union representative may request and shall obtain access through the appropriate supervisor to review the documents, files, and other records necessary for processing a grievance or determining if a grievance exists. Such request shall not be unreasonably denied.

Accordingly, the Union may request and shall obtain access to documents, files, and other records necessary for processing a grievance concerning the July 20, 1993, Memorandum of Understanding regarding Transitional Employee Employment Opportunities (updated in the 2001-2006 National Agreement at pp. 218-219). Such documents may include hiring worksheets if relevant to the grievance.

Cost

M-00086 Step 4 Settlement, November 30, 1984, H1C-4A-C 31135

It is the position of the Postal Service that, as provided in ASM, section 352.621, no charge for search time is made if no more than one quarter hour of clerical search time is required. It is also our position that as provided in ASM, Section 352.622, when a search must be performed by professional or managerial personnel there is a fee for each quarter hour.

M-00826 Step 4 Settlement, May 22, 1987, H4N-5R-C 30270

Charges to the Union by management for copying and processing information are controlled by Section 352.6 of the Administrative Support Manual.

M-01141 APWU Step 4 Settlement, June 26, 1992, H7C-3B-C 37176

The charges imposed by the Employer for information furnished pursuant to Article 31 of the National Agreement will not be greater than charges imposed by the Postal Service for release of information under the Freedom of Information Act. Union requests made pursuant to Article 31 of the National Agreement are covered by Parts 352.634, All Other Requesters, and 352.64,

M-01698 Pre-arbitration Agreement, December 5, 2008, Q01N-4Q-C 07278400

Regarding revisions to Handbook AS-353, Guide to Privacy, the Freedom of Information Act, and Records Management, Section 4-6.5, How to Assess Fees.

STEWARDS – INVESTIGATIVE RIGHTS

Article 17 of the National Agreement establishes the right of NALC stewards to be paid to investigate and process grievances on-the-clock.

C-03219 National Arbitrator Aaron, November 10, 1980, N8-NA-0219

Shop Stewards have the right under Article XVII (3) of the 1978 National Agreement to investigate grievances as provided therein, including the right to interview postal patron witnesses during working hours in connection with situations in which a letter carrier has made an initial determination that a particular customer would object to his lawn being crossed and where a supervisor has overridden that determination and issued an order that such lawn be crossed.

M-00177 Step 4 Settlement, August 6, 1981, H8N-4J-C 25212

If the carrier made an initial determination that a particular postal customer did not wish his/her lawn to be crossed and the supervisor overrode that determination, management may not deny requests for investigation pursuant to Article XVII, Section 3 of the National Agreement by a shop steward.

M-01001 Step 4 Settlement, March 4, 1983, H1N-3U-C 13115

In accordance with Article 17 of the 1981 National Agreement, a steward's request to leave his/her work area to investigate a grievance shall not be unreasonably denied.

Subsequent to determining that a non-postal witness possesses relevant information and/or knowledge directly related to the instant dispute under investigation, a steward may be allowed a reasonable amount of time on-the-clock to interview such witness, even if the interview is conducted away from the postal facility. However, each request to interview witnesses off postal premises must be reasonable and viewed on a case-by-case basis. For example, it is not unreasonable for a supervisor and/or steward to telephone the prospective witness to ascertain availability and willingness to be interviewed and, if willing, to establish a convenient time and locale.

M-00164 Step 4 Settlement, May 15, 1981, H8N-4F-C 22660

In the instant case, management rejected the carrier's judgment in this regard, we must conclude that a violation of Article 17, Section 3 has occurred. Accordingly, in full resolution of this grievance, the Union steward will be allowed official time to interview those specific patrons of the addresses cited in this grievance.

M-00761 Step 4 Settlement, July 3, 1978, NC-W-9980-W-1465-77N

Where a customer's complaint is directly used to affect the wages, hours and working conditions of an employee, the steward shall be allowed to conduct an interview if the customer agrees.

[M-00185](#) Step 4 Settlement, November 18, 1974, NB-N-2419

In cases where a customer's complaint, is directly responsible for discipline, the steward shall be given a reasonable amount of time on-the-clock to interview the customer, if the customer agrees. See also [M-00198](#).

[M-00668](#) August 19, 1976, NC-E-2264

The provisions of the National Agreement do not necessarily exclude a steward going to a grievant's house during the investigation of the grievance.

[M-01358](#) Step 4 Settlement, July 22, 1982, H8N-3W-C 26850

The parties at the National level agree that a steward's request to leave his work area to investigate a grievance shall not be unreasonably denied in accordance with Article XVII, Section 3 of the National Agreement.

[M-00890](#) Pre-arbitration Settlement, January 12, 1989, H8N-3W-C 21294

A steward's request to leave his/her work area to investigate a grievance shall not be unreasonably denied. A steward may be allowed a reasonable amount of time on-the-clock to interview such witness, even if the interview is conducted away from the postal facility. See also [M-00796](#) and [M-00054](#).

[M-00988](#) Step 4 Settlement, May 20, 1991, H7N-3Q-C 31599

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. The subject matter of interviews with supervisors has been previously settled in Case NC-S-8463 ([M-00012](#)) ("It is anticipated that supervisors will respond to reasonable and germane questions during the investigation of a grievance.") There is no negotiated requirement that questions be submitted in writing in advance, by either party.

[M-00012](#) Step 4 Settlement, October 25, 1977, NC-S-8463

It is anticipated that supervisors will respond to reasonable and germane questions during the investigation of a grievance.

[M-01182](#) Step 4 Settlement, May 12, 1994, H90N-4H-C 94019908

There is no contractual prohibition to the supervisor being accompanied when he/she is being interviewed by the union during a grievance investigation.

[M-00225](#) Letter, March 10, 1981, N8-N-0224

The Postal Service agrees that a steward who is processing and investigating a grievance shall not be unreasonably denied the opportunity to interview Postal Inspectors on appropriate occasion, e.g., with respect to any events actually observed by said Inspectors and upon which a disciplinary action

was based. See also [M-00864](#).

[M-00837](#) Step 4 Settlement, May 1, 1987, H4N-3W-C 27743

Article 17, Section 4, provides for Employer authorized payment to

"... one Union steward... for time actually spent in grievance handling, including investigation."

The parties at this level agree that this includes time for review of documents.

[M-00104](#) Step 4 Settlement, August 18, 1976, NCE-2263

A steward should be allowed to review an employee's Official Personnel Folder during his regular working hours depending upon relevancy in accordance with the applicable provisions of Article XVII, Section 3.

[M-01145](#) Step 4 Settlement, December 7, 1979, A8-S-0309

We mutually agree that a steward is allowed a reasonable amount of time on-the-clock to write the Union statement of corrections and additions to the Step 2 decision. This is considered part of the Step 2 process. The Union statement should relate to incomplete or inaccurate facts or contentions set forth in the Step 2 decision.

[M-00671](#) Step 4 Settlement, October 20, 1976, NCS-2655

The determination regarding how much time is considered reasonable is dependent upon the issue involved and the amount of data required for investigation proposes.

[M-00565](#) Step 4 Settlement, August 11, 1980, N8-S 0365

Where compelling circumstances exist management may require a steward to conduct a discussion by telephone rather than having a face to face interview. In the instant case the fact that the steward would have to travel ten miles was not sufficient to warrant denial of a face to face interview.

[M-00137](#) Step 4 Settlement, February 8, 1977, NC-W-3199

The supervisor is not restricted from asking the reason for the request and the employee should state the general nature of the problem. The employee is not required to discuss the complaint in detail if he first desires to have representation.

[M-00332](#) Step 4 Settlement, April 5, 1973, NS-2777

It is the responsibility of the Union and the responsibility of Management to arrive at a mutual decision as to when the steward would be allowed, subject to business conditions, an opportunity to investigate and adjust grievances.

[M-00606](#) Step 4 Settlement, August 29, 1975, NBS-5391

When a steward makes a specific problem known to management and requests permission to conduct an investigation in order to determine whether to file a grievance, a reasonable amount of time for this purpose shall not be unreasonably denied.

M-00046 Step 4 Settlement, September 20, 1977, ACS-10181

Management will not delay a steward's time to discuss a grievance based solely on the fact that the employee is in an overtime status. See also [M-00047](#).

M-00857 Pre-arbitration Settlement, September 13, 1988, W4N-5C-C 41287

We agreed that where a letter carrier who is also a steward is working overtime and a representation situation arises, a steward's request to perform the function of a steward will not be denied solely because the steward is in an overtime status. See also [M-01143](#) and [M-01144](#).

M-00127 Step 4 Settlement, November 22, 1978, NCC-16045

If management must delay a steward from investigating or continuing to investigate a grievance, management should inform the steward involved of the reasons for the delay and should also inform the steward of when time should be available. Likewise, the steward has an obligation to request additional time and to state reasons why this additional time is needed. See also [M-00125](#).

M-00458 USPS Letter (Charters), March 10, 1977

In most cases, the grievant and steward should be able to discuss the grievance without delay but 95 percent of the time with no more than a two-hour delay. While circumstances will sometimes necessitate a delay of more than two hours, normally the delay should not extend beyond the tour of duty in which the request is made. This determination will be based on the availability of the parties involved and service conditions.

M-00303 Step 4 Settlement, May 9, 1985, H1C-3W-C 44345

Employees should be permitted, under normal circumstances, to have a reasonable amount of time to consult with their steward. Reasonable time cannot be measured by a predetermined factor.

M-01075 Step 4 Settlement, June 30, 1992, H7N-5E-C 23995

After reviewing this matter we mutually agreed that no national interpretive issue is fairly presented in this case. If an individual is a steward under the formula in Article 17.2.A and 17.2.E, then compensation is appropriate as provided in 17.4.

M-00716 Step 4 Settlement, June 18, 1980, N8-S-0330

Union stewards are paid for the time actually spent at Step 2 meetings with the employer provided such meetings are held during their regular work day; however, there are no contractual provisions which would require the payment of travel time or expenses.

M-00647 Step 4 Settlement, December 13, 1978, NC-N-12792

The National Agreement does not provide for the payment of a union steward who accompanies an employee to a medical facility for a fitness-for-duty examination.

C-02875 National Arbitrator Aaron, November 10, 1980, H8N-5K-14893

The union did not waive claims for compensation where the question of compensation for stewards, who because of management's refusal to recognize them were forced to process grievances "off-the-clock", was never raised in negotiation of the Pre-arbitration settlement or mutually understood by the parties to include that issue.

The merits of grievance concerning the denial of steward time are a separate matter from the merits of the grievance that a steward is denied time to investigate. Consequently, in cases where management improperly denies steward time, the steward should do two things.

First, the denial of steward time should be raised as another issue in the original grievance. It is important for the union representatives handling the grievance at higher steps to be aware of the issue.

Second, a separate grievance should be filed seeking a cease and desist order and payment to the steward at the appropriate rate (usually overtime) for the time spent processing the grievance off-the-clock.

Of course, grievances concerning the denial of steward time are contractual disputes where the union has the burden of proof. To help meet this burden, the Contract Administration Unit recommends that any grievances concerning this issue document the steward's attempts to obtain the necessary time and management's responses. It is also recommended that the grievance file contain detailed time records showing exactly when the steward worked off-the-clock and exactly what was being done.

M-00456 Step 4 Settlement, July 3, 1978, NC-W-9880

A steward shall be allowed a reasonable amount of time to interview a customer, whose complaint affects the wages, hours or working conditions of an employee, provided the customer agrees.

M-00457 Step 4 Settlement, November 13, 1978, NC-C-12200

If management must delay an employee's request to see a steward, it should inform the steward of the reasons and when the time will be provided.

M-00796 Step 4 Settlement, February 4, 1983, H1N-3W-C 11184

In accordance with Article 17 of the 1981 National Agreement, a steward's request to leave his/her work area to investigate a grievance, shall not be unreasonable denied. Subsequent to determining that a non-postal witness possesses relevant information and/or knowledge directly related to the instant dispute under investigation, a steward may be allowed a reasonable amount of time on-the-clock, to interview such witness, even if the interview is conducted away from the postal facility. However, each request to interview witnesses off postal premises must be reasonable and viewed on a case-by-case basis.

M-00864 Step 4 Settlement, September 23, 1988, H7N-3W-D 3069

The Postal Service agrees that a union steward who is processing and investigating a grievance shall

not be unreasonably denied the opportunity to interview Postal Inspectors on appropriate occasion, e.g., with respect to any events actually observed by said Inspectors and upon which a disciplinary action was based. See also [M-00225](#).

[M-01143](#) APWU Step 4 Settlement, November 20, 1979, A8-W-0280

As we mutually agreed, a steward's request to investigate a grievance should not be denied solely because the steward is in an overtime status. See also [M-00857](#) and [M-01144](#).

[M-01144](#) APWU Step 4 Settlement, August 1, 1985, H1C-3F-C 43497

Requests for additional time to process grievances should be dealt with on an individual basis and shall not be unreasonably denied. Management will not delay a union steward time to perform union duties based solely on the fact that the employee is in an overtime status. See also [M-00857](#) and [M-01143](#).

National Level Awards, Settlements

[M-00539](#) Step 4 Settlement, February 20, 1985, H1N-3U-C 36133

Article 17 was not intended to provide the grievant with the unfettered right to accompany the steward while the steward is handling the grievance.

[M-00878](#) Step 4 Settlement, November 14, 1988, H4N-3R-C 43838

It is not required that investigation of a grievance be completed before a grievance may be appealed to another step of the grievance procedure.

[M-00453](#) Step 4 Settlement, April 22, 1977, NC-S-5482

The judicious use of a camera to establish or refute a grievance may facilitate resolution of some problems. However, if the union desires to take photographs on the work room floor, permission must first be obtained from local management, and a supervisor must be present. If management deems it necessary to take evidential photographs, it would also be prudent to have a steward or union official present.

[M-00107](#) Step 4 Settlement, November 29, 1978, NC-W-12728

The Postmaster will assume responsibility of the prior actions of supervisors who later transfer out to another facility. Further, if it is necessary for the Union to interview a supervisor or any other employee who is directly involved in a grievance, management recognizes its obligations to make every reasonable effort to make these employees available to the Union.

[C-00381](#) National Arbitrator Mittenthal, December 10, 1979, ABE-021

A steward is entitled to be paid for the time spent writing appeals to Step 3.

[M-00910](#) Step 4 Settlement, April 6, 1989, H4N-3Q-C 62592

If the need for overtime arises on a shop steward's route as a result of investigation and/or

processing of grievances, and the shop steward has signed for work assignment overtime, the resulting overtime is considered part of the carrier's work assignment for the purpose of administering the overtime desired list.

SUBCONTRACTING

M-01651 Memorandum, September 11, 2007

Re: Article 32 Committee

The Joint Committee established pursuant to Article 32.2 shall be tasked with reviewing existing policies and practices concerning the contracting out of mail delivery. The Committee shall seek to develop a meaningful evolutionary approach to the issue of subcontracting, considering the legitimate interests of the parties and relevant public policy considerations.

The Committee shall have reasonable access to all relevant data maintained by the Postal Service, and may seek and obtain data and information from other relevant sources.

The parties agree that if the National Rural Letter Carriers' Association seeks to participate in the work of the Committee, it will be permitted to do so.

The Committee shall complete its study within six months of ratification of the 2006 National Agreement unless the parties mutually agree to extend this deadline. Pending final resolution of the work of the Committee, all grievances pertaining to subcontracting which are pending at the national level shall be held in abeyance.

If the work of the Committee does not result in a mutually agreeable approach to subcontracting, the Union may submit any of its pending national level grievances pertaining to subcontracting to rights arbitration in accordance with the existing provisions of the National Agreement.

In addition, beginning with the ratification of the 2006 National Agreement, there will be a six-month moratorium on any new subcontracting of delivery in offices in which city letter carriers are currently employed. This moratorium does not include any ingrowth or new growth on current rural routes. Contracts in existence as of the date of the execution of this MOU may be maintained or renewed in offices that are not exclusively city delivery.

M-01652 Memorandum of Understanding, September 11, 2007

Effective upon ratification of the 2006 National Agreement there will be a modification to the subcontracting of city deliveries. This modification includes restrictions on contracting out the following:

- City delivery work at the 3,071 city delivery offices (offices with only city delivery), including new growth and ingrowth within those offices
- Any existing city delivery In offices other than those referenced above
- Any assignments awarded as city delivery by settlement or arbitration of any pending or future

grievance

The above restrictions shall be in effect for the duration of the 2006 National Agreement, unless extended by mutual agreement.

M-01660 Letter of Agreement, Undated

This will confirm our discussions regarding the Memorandum of Understanding (MOU). Re: Subcontracting included in the tentative agreement. This MOU includes restrictions on contracting out city delivery work at the 3,071 city delivery offices (offices with only city delivery).

The Postal Service has provided the Union with a list of the 3,071 city delivery offices referenced above. However, the parties have not had the opportunity to mutually verify the list for accuracy.

Accordingly, the parties agree that they will work together to verify the list's accuracy and will adjust the list, if necessary. The parties recognize that the review could result in offices being added to or subtracted from the list. The parties will undertake this review and prepare a final list as soon as practicable after ratification of the tentative agreement.

M-01653 Letter of Intent, September 11, 2007

Re: Subcontracting MOU Issues

... (W)hile the parties' practice has been to keep in place the terms and conditions of the expired contract until a successor agreement is reached voluntarily or by interest arbitration, the Postal Service reserves its rights with regard to not continuing the MOU upon expiration of the National Agreement. Likewise, the NALC reserves its rights with regard to such Issue. Further, in the event that the parties do not achieve an agreement for modification or extension of the next collective bargaining agreement, and the continuation of the MOU on subcontracting is an issue to be resolved in interest arbitration, there shall be no resumption that those restrictions are to be carried forward based upon the fact that the provisions of the MOU on subcontracting have been in effect.

The subcontracting modifications provided in the MOU on subcontracting are without prejudice to the positions of the parties with respect to any interpretive issue. Accordingly, the MOU shall not be admissible in any future rights arbitration, except to enforce its terms.

M-01489 Pre-arbitration Settlement, June 9, 2003, Q94N-4Q-C 98063238

Without prejudice to either party's position on the specific facts of this case, is agreed that it is the Postal Service' responsibility to notify and keep the NALC informed at the national level, pursuant to Article 34 of the National Agreement, during the making, at the national level or by a field unit, "of time or work studies which are to be used as a basis for changing current or instituting new work measurement systems or work or time standards."

M-01954 Step 4 Settlement, July 22, 2021, Q01N-4Q-C 07098868

Settlement of national-level case Q01N-4Q-C 07098868 concerning the assignment of deliveries to Contract Delivery Service (CDS) prior to the effective date of the 2006 collective bargaining

agreement. The parties agree to close this interpretive case without prejudice. Any grievance held pending the outcome of case Q01N-4Q-C 07098868 will be processed in accordance with Article 15 of the National Agreement.

M-01956 Step 4 Settlement, July 22, 2021, Q16N-4Q-C 19000209

Settlement of national-level case Q16N-4Q-C 19000209 concerning the assignment of in-growth deliveries on Highway Contract Routes (HCR) in protected offices. After reviewing this matter, the parties mutually agree to close this interpretive case without prejudice to the position of either party in this or any other matter.

M-01125 Step 4 Settlement, April 8, 1993, HoN-4J-C 9940

The issues in this grievance are whether Management violated the National Agreement by assigning delivery of first class and priority mail to a Special Delivery Messenger and whether the grievance was filed within contractual time limits.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that the delivery of first class and priority mail on a route served by a letter carrier is letter carrier work. The propriety of a cross craft assignment can only be determined by the application of Article 7.2.

SUPERVISORS' NOTES, RECORDS

The regulations concerning supervisor's notes and records were previously found in ELN Section 314. In 2002 they were moved to Handbook AS-353, Section 3-4.1. g which provides the following:

(g) Uncirculated Supervisors' Notes. Information about individuals in the form of uncirculated personal notes kept by Postal Service personnel, such as employees, supervisors, counselors, or investigators, which are not circulated to other persons. If notes are circulated, they become official records in a system of records and must be shown on request to the employee to whom they pertain. Official evaluations, appraisals, or estimates of potential must be made available to the employee to whom they pertain.

Pre-2002 settlements that refer to ELM Section 314 are generally still applicable.

C-03230 National Arbitrator Mittenthal, February 16, 1982, H8N-3W-C 20711

A supervisor properly refused to disclose personal notes of discussions to a steward, where the Union could not demonstrate that access to the notes was necessary.

M-00106 Step 4 Settlement, October 6, 1978, NC-S-10618

The supervisor's personal notes are not available for review by the union steward. When these personal notes are kept in a file they are kept only for the individual supervisor's own review and are not official records. See also [C-03230](#).

M-01190 Step 4 Settlement, February 23, 1994, G90N-4G-C 93050025

1. Under Article 16 of the National Agreement a supervisor's discussion with an employee is not considered discipline and is not grievable and "no notation or other information pertaining to such discussion shall be included in an employee's personnel folder.
2. The Postal Service acknowledges that the spirit and intent of Article 16 is to provide a mechanism for a supervisor to discuss perceived work deficiencies with an employee without such discussion taking on the formality or significance of disciplinary action. Accordingly, although Article 16 permits a supervisor to make a personal notation of the date and subject matter of such discussions for his own personal record(s), those notations are not to be made part of a central record system nor should they be passed from one supervisor to another.
3. The Postal Service acknowledges that a supervisor making personal notations of discussions which he has had with employees within the meaning of Article 16 must do so in a manner reasonably calculated to maintain the privacy of such discussions and he is not to leave such notations where they can be seen by other employees. See also [M-00548](#).

[M-00314](#) Step 4 Settlement, August 23, 1985, H4C-5K-C 290

Supervisors will not exchange written notes regarding discussions. A supervisor of a former employee may orally exchange information, relative to discussions, with the employee's current supervisor.

[M-00788](#) APWU Step 4 Settlement, January 1983, H8C-5G-C 14337

It is an accepted practice when a work unit supervisor is requesting, from an appropriate office such as a local Labor Relations Division, an instrument of discipline to indicate discussion(s) conducted with the specific employee. This will ensure that discipline will be consistent, corrective, and progressive.

[M-00566](#) Step 4 Settlement, November 13, 1980, H8N-3W-C 14031

A letter of warning, which has been previously settled at Step 2, of the Grievance Procedures under the provisions of Article XV, Section 2, Step 2(c) of the National Agreement, should also be removed from the Supervisor's Personnel (sic) Records.

[M-00942](#) Step 4 Settlement, June 13, 1989, H7N-5R-C 5943

The issue in this grievance is whether management violated the National Agreement by its use of a "Checklist of Unsatisfactory Casing Procedures" We agree that while the checklist is an appropriate means by which a supervisor may acquire a set of personal notes on the individual performance of his subordinates, a carrier may not be required to sign the checklist.

[M-00103](#) Step 4 Settlement, November 17, 1978, NCS-12616

There is no prohibition against the supervisor and/or the employee making a personal notation of the date and subject matter for their own personal records. However, no notation or other information pertaining to such discussion shall be included in the employee's personnel folder.

M-00996 Step 4 Settlement, February 15, 1991, H7C-5F-C 6017

The issue in this grievance concerns the proper length of time for supervisors to retain personal notes concerning employees.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that supervisors' personal notes as defined in 314.52c of the Employee and Labor Relations Manual are to be destroyed when the supervisor/employee relationship ceases. See also [M-01070](#).

M-01070 Step 4 Settlement, April 14, 1992, HoN-5T-C 1549

This grievance (management denying the grievant access to a supervisor's records concerning him) should be decided in accordance with the provisions of ELM 313 and 314, based on the particular fact circumstances involved. See also [M-00996](#).

TIME PROJECTIONS – LINEAR MEASUREMENT

DOIS, POST, DUVRS, PCRS, MSP

Over the years the Postal Service has developed numerous programs to measure mail and project letter carrier office and street time. These programs have included the Delivery Unit Volume Recording System (DUVRS), the Piece Count Recording System (PCRS), Projected Office Street Time program (POST), and the current Delivery Operations Information System (DOIS).

All of the nationally developed programs are authorized management tools. Unfortunately, all of them have frequently been used in ways that violate the National Agreement. The materials below include settlements from

now-abandoned programs such as DUVRS. They remain important because they establish principles that remain in full force and effect today.

There have also been numerous home-brewed local programs such as the Greater Indiana District "Office Efficiency Tool" referenced in [M-01769](#), below. Almost without exception, these locally developed programs have violated the National Agreement. If branch officers become aware of such programs in their office, they should contact their national business agent to inform them and seek guidance and advice.

M-00523 Step 4 Settlement, July 13, 1984, H8N-3Q-C 13811

The Delivery Unit Volume Recording System is a management tool to estimate each carrier's daily workload. DUVRS is not a precise measurement to determine whether standards are met. Accordingly, in city delivery units, daily volume estimation recorded in accordance with postal policy will not constitute the sole basis for disciplinary action for failure to meet minimum casing standards by an individual carrier.

M-01782 Interpretive Step Settlement, April 24, 2012, Q06N-4Q-C 10254972

The issue is whether the scanning process used for Delivery Unit Saturation Mail Scanning violates the National Agreement.

Under this process the letter carrier scans the mailing's barcode in the office on the day he/she is scheduled to take the last of the saturation mailing to the street for delivery. By scanning the mailings barcode, the letter carrier is not verifying that he/she has delivered the mailing. The subject scanning process is an internal measurement system used to verify when a saturation mailing is scheduled for delivery.

Delivery Operations Information System (DOIS)

The Pre-arbitration settlement [M-01769](#) is one of a long line of similar settlements. Its particular significance is that it makes clear that the principles it confirms apply not only to any management office or street time projection system/tool currently in use but also to any similar projection tools that may be developed in the future. It states:

[M-01769](#) Pre-arbitration Settlement, September 16, 2011

The issue in this grievance is whether the office efficiency tool used to project office and street time in the Greater Indiana District violates the National Agreement.

The subject office efficiency tool is a management tool for estimating a carrier's daily workload. The office efficiency tool used in the Greater Indiana District **or any similar time projection system/tool(s)** will not be used as the sole determinant for establishing office or street time projections. Accordingly, the resulting projections will not constitute the sole basis for corrective action. This agreement does not change the principle that, pursuant to Section 242.332 of Handbook M-39, 'No carrier shall be disciplined for failure to meet standards, except in cases of unsatisfactory effort which must be based on documented, unacceptable conduct that led to the carrier's failure to meet office standards.' Furthermore, as stated in the agreement for case H1N-1N-D 31781, 'there is no set pace at which a earner must walk and no street standard for walking.' Projections are not the sole determinant of a carrier's leaving or return time, or daily workload. The use of any management created system or tool that calculates a workload projection does not change the letter carrier's reporting requirements outlined in section 131.4 of Handbook M-41, the supervisor's scheduling responsibilities outlined in section 122 of Handbook M-39, or the letter carrier's and supervisor's responsibilities contained in Section 28 of Handbook M-41. (Emphasis added.).

[M-01664](#) Interpretive Step Settlement, July 30, 2007, Q01N-4Q-C 05022610

The Delivery Operations Information System (DOIS) is a management tool for estimating a carrier's daily workload. The use of DOIS does not change the letter carrier's reporting requirements outlined in section 131.4 of Handbook M-41, the supervisor's scheduling responsibilities outlined in section 122 of Handbook M-39, or the letter carrier's and supervisor's responsibilities contained in Section 28 of Handbook M-41, DOIS projections are not the sole determinant of a carriers leaving or return time, or daily workload. As such, the projections cannot be used as the sole basis for corrective

action. A five minute time credit for lines 8-13 will be added or when route inspection data is available for lines 8-13 the actual average information will be used for daily workload projections.

Management is responsible for accurately recording volume and other data in DOIS and ensuring that the time data is consistent with TACS records. Other than obvious data entry errors, route based information may only be changed through a full-count and inspection or minor route adjustment. Additionally, the parties have previously agreed that functions in DOIS which relate to the route inspection and adjustment process must be in compliance with the city letter carrier route adjustment process in Subchapter 141 and Chapter 2 of the M-39 Handbook. Exceptions are offices that have jointly established an alternate route adjustment method. DOIS base information in such offices shall, as appropriate, comply with the alternate route adjustment method.

The terms of this settlement became effective September 11, 2007, with ratification of the 2006-2011 National Agreement.

M-01624 USPS Internal Memorandum, November 14, 2005

All districts should follow the basic guidelines for data integrity. It is the district's responsibility to ensure that delivery units are accurately recording volume and other information in Delivery Operations Information System (DOIS). The responding area managers are to verify compliance.

Other than obvious data entry errors, route-based information may only be changed through a full count and inspection or minor adjustment as defined in Handbook M-39, Chapter 2, Mail Counts and Route Inspections, and Section 141, Minor Adjustments. Exceptions are offices with agreements pursuant to the August 4, 2004, Memorandum of Understanding regarding route adjustments.

In addition, DOIS does not replace a supervisor's ability or responsibility to make decisions. Supervisors are to continue evaluating requests for assistance (PS Form 3996), and assess any unusual circumstances or conditions that have occurred. The DOIS projected leave time **cannot be the sole basis for disapproving auxiliary assistance requests** or approving more time than requested. (Emphasis added).

M-01444 Pre-arbitration Settlement, July 30, 2001, Q94N-4Q-C 99022154

The issue in these grievances is whether or not the Piece Count Recording System (PCRS), Projected Office Street Time (POST), or the Delivery Operations Information System (DOIS) violate the National Agreement.

After reviewing this matter, we mutually agreed to settle these grievances as follows:

Daily piece counts (PCRS) recorded in accordance with the above-referenced systems (POST or DOIS) will not constitute the sole basis for discipline. However, daily counts recorded in accordance with these procedures may be used by the parties in conjunction with other management records and procedures to support or refute any performance-related discipline. This does not change the principle that, pursuant to Section 242.332 of the M-39, "No carrier shall be disciplined for failure to meet standards, except in cases of unsatisfactory effort which must be based on documented,

unacceptable conduct that led to the carrier's failure to meet office standards." Furthermore, the Pre-arbitration settlement H1N-1N-D 31781, dated October 22, 1985, provides that **"there is no set pace at which a carrier must walk and no street standard for walking."**

This settlement is made without prejudice to the parties' rights under Article 19 or Article 34 of the National Agreement.

It is additionally understood that the current city letter carrier route adjustment process is outlined in Subchapter 141 and Chapter 2 of the M-39 Handbook. All those functionalities in DOIS, which relate to the route inspection and adjustment process, must be in compliance with these two parts of the M-39 as long as they are in effect.

It is understood that no function performed by POST or DOIS, now or in the future, may violate the National Agreement. (Emphasis added)

Managed Service Points (MSP)

Often management tries to use the projected intervals between scan points as a form of street time projection. This is inconsistent with the settlement M-01769, above, because that settlement covers street projections. In such cases, the Union should consider citing violations of both [M-01769](#) and the national-level settlement on MSP scans ([M-01458](#)).

[M-01458](#) Step 4 Settlement, Settlement, March 13, 2002, Q98N-4Q-C 01045840

The Managed Service Points (MSP) initiative is a national program intended to facilitate management's ability to assess and monitor city delivery route structure and consistency of delivery service. The following reflects the parties' understanding of MSP:

The parties agree that management will determine the number of scans on a city delivery route. Time credit will continue to be given during route count and inspections and will be credited In total street time, MSP does not set performance standards, either in the office or on the street. With current technology, MSP records of scan times are not to be used as timecard data for pay purposes. MSP data may not constitute the sole basis for disciplinary action. However, It may be used by the parties In conjunction with other records to support or refute disciplinary action issued pursuant to Article 16 of the National Agreement.

City letter carriers have the option of using a personal identification number (PIN) other than the last four digits of their social security number.

Section 432.33 of the Employee and Labor Relations Manual (ELM) remains in full force and effect when MSP is implemented. It provides that "Except in emergency situations, or where service conditions preclude compliance, no employee may be required to work more than 6 continuous hours without a meal or rest period of at least ½ hour.

Lunch locations for both the incumbent and carrier technician on a city delivery route continue to be determined in compliance with Section 126.5.b(2) of the M-39. PS Form 1564A "Delivery

Instructions” lists the place and time that city letter carriers are authorized to leave the route for lunch. However, the parties recognize that, consistent with local instructions and operational conditions, city letter carriers may be authorized to leave at a different time and/or place. Notwithstanding this, the parties agree that city letter carriers will scan MSP scan points as they reach them during the course their assigned duties.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS,
AFL-CIO

Re: Managed Service Point Scans

The parties agree that the Managed Service Points (MSPs) will be removed from the street delivery portions of city letter carrier routes. The removal of the scans will take place no later than 60 days from the ratification date of the 2019 collective bargaining agreement.

DUVRS Delivery Unit Volume Recording System

[M-00364](#) Step 4 Settlement, May 1, 1985, H1N-5H-C 23752

The Delivery Unit Volume Recording System is a management tool to estimate each carrier's daily work-load. DUVRS is not a precise measurement to determine whether standards are met. Accordingly, in city delivery units, daily volume estimation recorded in accordance with postal policy will not constitute the sole basis for disciplinary action for failure to meet minimum casing standards by an individual carrier. See also [M-00376](#), [M-00523](#), [M-00600](#), [M-01233](#), [M-01259](#), [M-00759](#), and [M-01290](#).

[M-00498](#) Step 4 Settlement, March 28, 1984, H1N-5D-C 18726

DUVRS provide the supervisor with an estimate of a letter carrier's normal daily work-load and may be one of the factors considered by a supervisor when discussing a letter carrier's work performance. This does not mean that such a discussion will be of the type referred to in Article 16, Section 2, 1981 National Agreement. It can be merely a work-related exchange between the supervisor and the carrier with the DUVRS evaluation as a focus. DUVRS evaluations should not be the basis for a discussion concerning the letter carrier's efficiency held pursuant to Article 16, Section 2., since the efficiency of a letter carrier can more appropriately be determined by a mail count pursuant to 141.2, M-39 Handbook. See also [M-00048](#) and [M-00394](#).

[M-00269](#) Step 4 Settlement, October 13, 1982, H1N-3T-C 7480

The Delivery Unit Volume Recording System is not the established criteria for the development of

office time, as this development is governed by Methods Handbook, Series M-39. See also [M-00579](#), [M-00067](#), [M-00272](#), [M-00363](#), and [M-00695](#).

[M-00813](#) Step 4 Settlement, September 17, 1987, H4N-5D-C 16822

The National criteria for development of office time is explained in the M-39 Handbook and methods for recording volumes are contained in Management Instructions. Daily volume estimations recorded for individual routes in accordance with appropriate provisions will not constitute the basis for disciplinary action.

[M-00363](#) Step 4 Settlement, April 26, 1985, H1N-3W-C 32752

Letter carriers will not be required to enter volume figures on PS Forms 3996 unless the reason for the request is related to volume. If the volume is required to be noted in linear measurement terms, it is not anticipated that letter carriers are to be expected to report anything more than their reasonable estimate of volume.

[M-00522](#) Step 4 Settlement, July 9, 1984, H1N-3D-C 30203

We find nothing in current instructions to preclude craft employees from occasionally recording the DUVRS information. We find no requirement to pay higher level for performing this incidental activity. See also [M-00523](#).

[M-00376](#) Step 4 Settlement, April 17, 1985, H1N-3W-C 42314

The Delivery Unit Volume Recording System is a management tool to estimate each carrier's daily workload. DUVRS is not a precise measurement to determine whether standards are met. Accordingly, in city delivery units, daily volume estimation recorded in accordance with postal policy will not constitute the sole basis for disciplinary action for failure to meet minimum casing standards by an individual carrier.

[M-00394](#) USPS Letter, August 22, 1979

Daily volume estimates (DUVRS) will not constitute the basis for disciplinary action.

[M-00759](#) Step 4 Settlement, May 22, 1987, H4N-5R-C 30648

Currently, there are various methods in use to determine the appropriate reference volume. No methodology or methodologies have been prescribed as being universal applicable.

The linear volume record is a management tool to estimate daily workload evaluations. This is not a precise measurement to determine whether standards are met. Accordingly, in city delivery units, linear volume records will not constitute the sole basis for disciplinary action for failure to meet minimum casing standards by an individual carrier.

[M-01233](#) Step 4 Settlement, December 13, 1995, H90N-4H-C 95076866

Inasmuch as management asserts that the "Workload Assessment" process will not be used for purposes of discipline and route inspection, the parties agree the issue is moot. See also [M-00364](#).

M-01259 Step 4 Settlement, March 12, 1996, F90N-4F-C 93053050

The issue in this grievance is whether Management violated the National Agreement by posting the office productivity information. After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We also agreed that the data on the posting may not be used as the basis for discipline or for evaluation of routes. See also [M-00364](#).

M-01290 Step 4 Settlement, June 16, 1997, F94N-4F-C 97008039

There are currently various methods used to determine the appropriate reference volume. No specific methodology has been mandated. While not a precise measurement of the mail, the use of linear volume estimations is an accepted management tool to assist in estimating a carrier's dairy workload. In addition, it is further understood that the minimum casing standards currently remain at 18 letters per minute and 8 flats per minute. See also [M-00364](#) and [M-00759](#).

Time/Work Studies

M-01489 Pre-arbitration Settlement, June 9, 2003, Q94N-4Q-C 98063238

Without prejudice to either party' position on the specific facts of this case, is agreed that it is the Postal Service' responsibility to notify and keep the NALC informed at the national level, pursuant to Article 34 of the National Agreement, during the making, at the national level or by a field unit, "of time or work studies which are to be used as a basis for changing current or instituting new work measurement systems or work or time standards."

C-32542 National Arbitrator Nolan, August 9, 2016, Q06N-4Q-C 12013405

This national level grievance was filed when the Postal Service informed the NALC that they were conducting a review of City Letter Carrier office activities. Management's written notice said, "The review will involve data collection and analysis of all office activities on selected routes for one day, with the route serviced by its regular carrier or carrier technician. It is anticipated that the assessment will take approximately nine weeks and involve approximately 400 city letter carrier routes." The arbitrator wrote, "The letter went on to explain how the sampling plan selected delivery routes and how the study would be conducted, including the use of cameras to record the time carriers spent on office tasks. One key paragraph stated the study's purpose: "The data is being collected in preparation for upcoming collective bargaining." The NALC argued the Postal Service's "unilateral collection of data and analysis of office activities for the purpose of changing work standards." The arbitrator's award summary: "Article 34 applies to time or work studies designed to be used in negotiations or interest arbitration as well as to studies designed to be used for changing work measurement systems or work or time standards during the term of an Agreement." He sustained the grievance and ordered, "The Postal Service is directed to comply with Article 34 when conducting time or work studies designed for use in collective bargaining or interest arbitration."

M-01945 Step 4 Settlement, March 25, 2021, Q16N-4Q-C 19378670

Settlement to national-level grievance Q16N-4Q-C 19378670 concerning whether the testing of video technology in city delivery vehicles violates the National Agreement.

M-02000 –National-level interpretive step settlement for grievance number Q06N-4Q-C 11377406, March 1, 2024

The parties agreed the Casers/Deliverers test has concluded and that the data collection and testing did not involve or result in any changes to current work measurement systems, work, or time standards. The test also did not result in any permanent changes to the route structure or route evaluation and/or adjustment process in the city letter carrier craft. As a result, it was agreed to close this case without prejudice to the position of either party in this or any other matter. Additionally, any remaining issues will be subsequently resolved in accordance with the collective bargaining agreement.

TRANSFER REQUESTS

See also

Mutual Exchanges

The actual rules governing transfer requests are contained in a detailed Memorandum of understanding (the “Transfer Memorandum”) that is reprinted and fully explained in the Joint Contract Administration Manual (JCAM).

M-00856 Step 4 Settlement, May 27, 1988, H4N-5C-C 14779

Local management may not refuse to forward an employee's personnel folder to another installation in order to prevent or delay the consideration of the employee's request for transfer.

M-01223 USPS Letter, August 27, 1993

From time to time, we receive letters from employees (primarily craft) stating that their requests to transfer from one facility to another have been turned down for what they believe are inappropriate reasons. Specifically, many assert that because of a low sick leave balance and for no other apparent reason that their request for transfer was denied.

While we understand that attendance is extremely important to all of our operations, the use of sick leave balance per se as a sole determining factor is inappropriate. This is especially true in those situations where sick leave was used for a one time serious illness and other than that attendance was more than satisfactory. Where an employee requests a transfer, the responsible official at the gaining installation needs to look at the qualifications of the whole individual. By this we mean that we need to determine whether the individual possesses the necessary job experiences and other qualifications to fill the needs of the vacancy.

We would also strongly suggest that where there are one or two questions with regard to the viability of the employee for the position, i.e., such as a low sick leave balance, that it is incumbent upon responsible management to obtain additional information into that situation. For example, if a low sick leave balance is indeed a concern, then inquiry should be made as to the pattern of use and determine at that point whether there is a possible attendance problem.

M-01388 Pre-arbitration Settlement, November 1, 1999, Q94N-4Q-C 97122150

The issue in this grievance is whether the Central and South Florida Districts' policy on transfers violates the National Agreement, wherein, only employees with a minimum of five years' service and from only within the District were given consideration.

After reviewing this matter, the parties mutually agreed to the following:

1. Local policies regarding transfers must not be in conflict or inconsistent with the Transfer MOU.
2. The subject local policies were rescinded in October 1997.
3. The affected employees were contacted as to the change in policy and given the opportunity of requesting transfer consideration.
4. This case will be remanded to the parties at Step 3 for further processing or to be scheduled for regular arbitration to determine what remedy, if any, is appropriate.

TRAVEL

Travel regulations are found in ELM Section 436.

C-04657 National Arbitrator Mittenthal, February 15, 1985, H1N-NA-C 7

The Postal Service is not required to pay Union witnesses for time spent traveling to and from arbitration hearings.

M-01561 Pre-arbitration Settlement, January 11, 2006, Q98-4Q-C 01246226

In emergencies, such as last-minute official travel where there is no time for an employee to receive a check from the Accounting Service Center, the employee shall receive an emergency travel advance after signing a completed and approved PS Form 1011, Travel Advance Request and Itinerary Schedule, from the local post office.

M-00347 Step 4 Settlement, May 6, 1985, H1N-5H-C 29490

Management is not precluded from detailing regular carriers to other installations and that, in accordance with subsection 438.121 of the Employee and Labor Relations Manual, the grievants are not entitled to travel time compensation. However, per the M-9 Handbook, subsections 612 and 614b, the grievants are entitled to be compensated for the difference in mileage normally traveled and that traveled while on detail.

M-00094 APWU Step 4 Settlement, November 14, 1984, H1C-5F-C 9268

The proper compensation for undergoing a fitness-for-duty examination on a nonscheduled day is pay for time actually spent taking the examination, including travel time. See also [M-00616](#), [M-00617](#), and [M-00356](#).

[M-00888](#) Pre-arbitration Settlement, January 5, 1989, H4N-3W-C 17913

Travel time is proper when management sends a PTF to another station. Part-time flexible employees should not be required to end their tour and then report to another station to continue working without being compensated, as provided for in Part 438.132 of the Employee and Labor Relations Manual.

[M-00772](#) NALC Memorandum, Herbert A. Doyle, January 12, 1987

An employee who appears as a witness in a third-party action which has been assigned to the Postal Service, is in official duty status for the time spent in court and for the time spent traveling between the court and the work site. See also [M-00445](#).

[M-00368](#) Step 4 Settlement, November 28, 1984, H1N-1E-C 31854

An employee returning to duty after an extended absence must submit evidence of his/her being able to perform assigned postal duties. If local policy dictates that the employee must be seen and cleared by the postal medical officer, the employee shall be reimbursed for travel expenses incurred to attend the examination.

[M-01231](#) USPS Transmittal Letter, April 30, 1987

Notification from the Postal Service regarding revisions to the Employee and Labor Relations Manual (ELM), Issue 10.

[M-01774](#) Step 4 Settlement, December, 15 1998, G94N-4G-C 98110423

Settlement of grievance concerning limited duty carriers being required to travel between work locations without being paid travel time. Settled by application of ELM Chapter 438.Sections 123 and 132.

UNASSIGNED REGULARS

See also

Hold Down Assignments

[C-00939](#) National Arbitrator Gamser, September 10, 1982, H1C-5F-C 1004

Unassigned regulars who had their schedules changed in the absence of a bid or assignment to a residual vacancy were entitled to out-of-schedule overtime under Article 8, Section 4.B.

[M-00420](#) Pre-arbitration Settlement, December 7, 1973, NN 1239

Pursuant to Article XLI, Section 1-A.4 of the National Agreement the preference of an unassigned

full-time carrier is to be considered in duty assignments where there is available more than one vacant duty assignment for which there was no senior bidder.

M-00681 Step 4 Settlement, May 4, 1977, NCE 5617

Although an unclassified letter carrier does not have the right to select which route he wishes to work on any given day, the employer is not precluded from assigning unassigned regular employees to various routes by seniority.

M-00090 Step 4 Settlement, September 4, 1985, H1N-5G-C 26599

Management is not obligated to seek volunteers prior to temporarily assigning unassigned regulars to other work locations.

C-04484 National Arbitrator Mittenthal, November 2, 1984, H1N-3U-C 13930

A carrier who successfully opts for an assignment is entitled to work the assignment for its duration, and management may not prematurely terminate the temporary assignment to move the carrier to a permanent assignment pursuant to Article 41, Section 1.A.7.

M-00669 Pre-arbitration Settlement, February 24, 1987, H1N-5G-C 22641

Full-time reserve and unassigned regular letter carriers occupying a hold-down position pursuant to the provisions of Article 41.2.B.3 have the right to bid for a full-time duty assignment.

If such letter carrier is the successful bidder, he shall be placed into the duty assignment pursuant to the provisions of Article 41.1.C.3.

The resultant vacant hold-down will be filled pursuant to the provisions of Article 41.2.B.3-5, provided the anticipated duration of the resultant vacancy is of five (5) days or more.

M-01431 Step 4 Settlement, September 25, 2000, H94N-4H-C 96007241

The issue in this grievance is whether unassigned regulars may opt pursuant to Article 41.2.B.3 if their unassigned status is not the result of the elimination of their duty assignment.

The parties mutually agreed that the language of Article 41.2.B.3 and 41.2.B.4 intended three categories of employees C part-time flexible carriers, full-time reserve carriers, and unassigned regulars, regardless of the reason for the unassigned status.

UNIFORMS

M-01189 Step 4 Settlement, February 23, 1994, H0N-2P-C 7096

During our discussion, we mutually agreed that appropriate work clothes allowance for a Vehicle Operations Maintenance Assistant (VOMA) can be determined through application of section 932.13 (E) of the ELM. Postal Bulletin dated 9-19-91 (attached) gives specific reference to each craft and monetary allocation per year based on designation contained in the ELM.

M-00055 Step 4 Settlement, September 20, 1985, H1N-3U-C 27386

If walking shorts are properly fitted, the length of the shorts will be approximately 3" above the knee.

M-00526 Step 4 Settlement, May 16, 1984, H1N-5H-C 3572

Female letter carriers shall not be required to wear only navy blue knee socks with their skirts or culottes. Multicolored socks, however, may be prohibited by local management.

M-00519 Step 4 Settlement, August 1, 1984, H1N-3A-C 30742

ELM Part 584.8 specifically authorizes the head of an installation to determine when seasonal changes of uniform will take place. Whether or not the language of this LMU is inconsistent with the postmaster's decision making authority relative to the seasonal wearing of ties can only be determined by review of the fact circumstances, to include the context of the discussions leading to the 1981 LMU language, past practice, etc.

M-01454 Pre-arbitration Settlement January 24, 2002, H94N-4H-C 98091130

ELM 436.1, Corrective Entitlement, provides for back pay calculations for unwarranted personnel actions, including not only compensation but also allowances. ELM 935.23 provides for a reduction of 10% for LWOP in excess of 89 calendar days. In the instant case, the removal action was reduced to a ninety-day suspension. Accordingly, the uniform allowance in effect during the 1994-1998 CBA (\$277) must be reduced by 10%.

M-01709 Pre-arbitration Settlement, August 7, 2003, F94N-4F-C 97028589

The parties agree that Section 935.21 of the Employee and Labor Relations Manual (ELM) does not apply to employees who are permanently reassigned pursuant to a limited duty job offer.

Maternity Uniforms

M-00846 USPS Letter, March 16, 1983

Although part 582.11a of the Employee and Labor Relations Manual requires city letter carriers to wear the prescribed uniform while performing their duties, installation heads have been allowed to exercise some flexibility in cases of female city letter carriers in advanced stages of pregnancy.

Such cases are reviewed on an individual basis, and installation heads are encouraged to use discretion in seeking a sensible resolution. Obviously, the employee can purchase larger sized uniform items within her authorized uniform allowance. However, the wearing of personal nonuniform garments has also been allowed. Generally, these garments should be somewhat subdued and, preferably, dark blue or blue-gray.

M-01454 Pre-arbitration Settlement January 24, 2002, H94N-4H-C 98091130

ELM 436.1, Corrective Entitlement, provides for back pay calculations for unwarranted personnel actions, including not only compensation but also allowances. ELM 935.23 provides for a reduction of 10% for LWOP in excess of 89 calendar days. In the instant case, the removal action was reduced to a ninety-day suspension. Accordingly, the uniform allowance in effect during the 1994-1998 CBA

(\$277) must be reduced by 10%.

Shoes

[M-00505](#) Step 4 Settlement, May 21, 1984, H1N-3U-C 26505

Whether or not in this case the number of shoe purchases was excessive and whether or not discretion was reasonably applied by the postmaster can only be determined by review of the fact circumstances existing at the local level. Such things as weather conditions, type of territory, condition of the carrier's current shoes, etc., are to be considered.

[M-00429](#) USPS Bulletin, June 24, 1982

Jogging style shoes having all leather or poromeric uppers generally are acceptable and safe footwear in most areas of the workroom floor. Athletic shoes, jogging shoes (except as specified above) tennis shoes, or sneakers, constructed of canvas, nylon, or similar type material, are not acceptable attire for the workroom floor.

Neckties

[M-00430](#) USPS Letter, February 18, 1982

Employees authorized to wear the neck/chest protector as part of the authorized cold weather uniform, will not be required to wear a necktie when the neck/chest protector is being worn to protect them from cold weather. When inside the postal facility, the neck/chest protector will be replaced by the necktie which again becomes a required uniform item.

[M-00862](#) Step 4 Settlement, December 20, 1988, H1N-5L-C 11700

If not in view of the public, a carrier is not required to wear a necktie, until they leave for street carrier duties. The necktie will be affixed during the carrier's five (5) minutes of authorized personal time.

City Carrier Assistants

[M-01822](#) USPS Instructions, May 22, 2013

SUBJECT: City Carrier Assistants-Annual Uniform Allowance

In accordance with Article 26, Section 3 of the 2011 National Agreement between the U.S. Postal Service and National Association of Letter Carriers, city carrier assistants (CCAs) are provided with an annual uniform allowance. To qualify for a uniform allowance CCAs must either complete 90 work days or be employed for 120 calendar days, whichever comes first. CCAs who have previously satisfied the 90/120 day requirement as a transitional employee (with an appointment made after September 29, 2007) become eligible for a uniform allowance at the beginning of their first CCA appointment.

CCA uniform allotments will be disbursed annually in a lump sum. The specific allotment amounts are as follows:

Effective Nov 21, 2012 = \$390 Effective Nov. 21, 2013 = \$399 Effective Nov 21, 2014 = \$409
Effective Nov. 21, 2015 = \$420

Generally, the calendar date that a CCA initially becomes eligible for a uniform allowance is the annual anniversary date. Any uniform allowance amount remaining at the beginning of the next anniversary date is forfeited.

To provide the uniform allowance, local managers must furnish each CCA with a Letter of Authorization that includes an original signature. In order to purchase uniform items, the CCA must provide the original Letter of Authorization to an authorized postal uniform vendor and display his/her postal identification for verification of identity. Advance payment to a uniform vendor is not required; however, **local managers must ensure that prompt payment is made to the vendor for approved CCA uniform Item purchases after receiving the itemized invoice and the original Letter of Authorization.**

Note: *The current uniform allotments, as well as the yearly increases, are found in Article 26 of the current National Agreement.*

Detailed instructions regarding the purchase and payment of CCA uniform items and the Letter of Authorization template are attached. This information is also available on the Blue Page under the Uniform Program Website.

CCAs who are separated and not reappointed must return all uniform items to the local manager.

[M-01864](#) Step 4 Settlement, October 1, 2015, Q06N-4Q-C 12217367

The NALC and the Postal Service have settled national-level case concerning revisions to Section 936 the Employee and Labor Relations Manual regarding payment and employee disputes for uniform purchases. This settlement outlines the current payment and dispute practice for city letter carriers who receive a Uniform Allowance Purchase Card. This settlement complements our rights under Article 26 of the National Agreement.

UNION OFFICIALS

Right to Enter Installations

[M-00440](#) Step 4 Settlement, June 25, 1982, H1N-5C-C 1479

Upon reasonable notice to the Employer, duly authorized representatives of the Unions shall be permitted to enter postal installations for the purpose of performing and engaging in official union duties and business related to the Collective Bargaining Agreement. Normally, reasonable notice would not be required in writing. A telephone call to an appropriate management official would be sufficient. See also [M-00628](#).

M-00032 Step 4 Settlement, March 28, 1978, NC-C 10535

There should be no unreasonable delays in management granting a requesting union official access to a U.S. Postal Service facility.

M-00441 Step 4 Settlement, November 14, 1977, NC-S-8831

The fact that mail volume is high on a particular day is not a legitimate reason to prevent union officials from entering a facility.

M-00442 USPS Letter, December 15, 1982

National union officers should give reasonable notice to the employer at the national level when desiring to visit postal installations, and regional union officials should give reasonable notice at the regional level when desiring to visit postal installations.

M-00032 Step 4 Settlement, March 28, 1978, NC-C-10535

There should be no unreasonable delays in management granting a requesting union official access to a U. S. Postal Service facility.

M-00628 Step 4 Settlement, May 25, 1972, N-S-188

It is noted that Item 33 of the "10 items added to the National Agreement sets forth the rights of union officials to enter postal installations as follows:

"Upon reasonable notice to the Employer, duly authorized representatives of the Unions shall be permitted to enter postal installations for the purpose of performing and engaging in official union duties and business related to the Collective Bargaining Agreement. There shall be no interruption of work of employees due to such visits and representatives shall adhere to the established security regulations."

Leave for Union Business

M-00558 USPS Letter, June 17, 1983

Regulations governing health benefits, life insurance, and retirement coverage for employees serving as full time union officials. Leave to attend union conventions is governed by Article 24, Section 2. A complete explanation of this provision is found in the JCAM.

C-00750 National Arbitrator Garrett, December 14, 1979, AC-S-25727

The Postmaster may not deny leave requests to attend Union meetings to one of the two employees in separate crafts, both of whom are Union officials, on the ground their simultaneous leaves would hinder the function of the Postal Service.

M-00148 Step 4 Settlement, May 5, 1977, NC-C-5694

Where a valid union function is known to take place, such as in this instance, it has been the practice of the U. S. Postal Service to allow stewards or other union officials the option of taking annual leave

or leave without pay to attend such a function.

M-01136 APWU Step 4 Settlement, December 20, 1973, AB-NAT-34

(W)here an employee intermittently requests and is granted approval to be absent from work for the purpose of conducting union business, it is not the intent of the Postal Service that such employee be required to use annual leave to cover the absence. If management determines that the employee's services can be spared and it approves the requested absence, then the employee has the option of using annual leave or leave without pay to cover the absence.

VEHICLES

Vehicle Modifications

M-01297 Step 4 Settlement, October 7, 1997, F94N-4F-C 96044730

We agreed that approval of vehicle modifications can only be accomplished at the national level.

M-01353 Pre-arbitration Settlement, March 8, 1994, HoN-NA-C-7

Pre-arbitration settlement requiring the retrofitting of mirrors to Long Life Vehicles (LLV's).

M-01364 Step 4 Settlement, October 22, 1998, D94N-4D-C 96025636

Decision confirming that the installation of strobe lights on LLVs is an optional modification authorized by the May 16, 1994, Vehicle Modification Order 01-94 (copy in file).

Vehicle Training

M-01255 Step 4 Settlement, October 30, 1996, A94N-4A-C 96004649

The parties at the national level agree that 1) familiarization training on Aerostar vans should be provided and, that 2) whether or not sufficient familiarization training was provided in a specific location is a fact suitable for regional resolution.

M-01348 Step 4 Settlement, January 2, 1997, K94N-4K-C 96051645

It was mutually agreed that there is no prohibition against locally instituted training programs not inconsistent or in conflict with national training programs. It if further agreed that they may not be inconsistent or in conflict with the provisions of Article 29, Limitation on Revocation of Driving Privileges, and its corresponding MOU.

Whether or not a locally instituted training program violates those provisions is a matter for Area arbitration. Accordingly, the parties agreed to remand this case back to the parties to Step 3 for application of the above understanding.

M-00451 Step 4 Settlement, April 14, 1977, HC-W-4241

The San Francisco notice requiring automatic suspension of driving privileges in certain types of

accidents is hereby rescinded.

M-00675 Step 4 Settlement, October 18, 1974, NB-S-1998

With respect to the use of Form 4582-A, it is our determination that an employee who is being considered for a renewal or reissuance of SF-46 is under no obligation to furnish information regarding his off-duty driving record, in view of the National Agreement, Article XXIX; the pertinent part which reads, “when a revocation, suspension, or reissuance of an employee’s SF-46 is under consideration, only his on-duty record will be considered in making a final determination.”

Accordingly, management is instructed to discontinue requiring employees who are being considered for reissuance or renewal of SF-46 to complete block number 15 of PS Form 4582-A.

This determination in no way relieves an employee who holds a SF-46 of his obligation to promptly report to management revocation or suspension of his state driver’s license. Neither does this determination limit an employee’s obligation to furnish management with information concerning his driving record when he is being processed for initial issuance of SF-46.

M-00997 Pre-arbitration Settlement, April 18, 1989, H4C-NA-C 83

Handbook EL-827 provides sufficient procedures for licensing of postal drivers. Accordingly, the parties agree that there does not exist sufficient cause for instituting temporary drivers’ licenses.

The temporary licenses will, therefore, be rescinded.

Vehicle Operation

M-01298 Step 4 Settlement, January 13, 1998, A94N-4A-C 97003065

The instant case deals with a locally issued directive concerning open vehicle door and the use of seat belts.

During our discussion, we mutually agreed that the currently effective regulations were published in the Postal Bulletin 21486 dated November 11, 1984. However, through Article 19 discussions the parties have recently agreed to revise that policy as follows. The official policy will be included in the next publication of Handbook M-41, Section 812.

Seatbelts must be worn all times the vehicle is in motion. Exception for Long Life Vehicles: In instances when the shoulder belt prevents the driver from reaching to provide delivery or collection from curbside mailboxes, only the shoulder belt may be unfastened. The lap belt must remain fastened at all times the vehicle is in motion.

When traveling to and from the route, when moving between park and relay points, and when entering or crossing intersecting roadways, all vehicle doors must be closed. When operating a vehicle on delivery routes and traveling in intervals of 500 feet (1/10 mile) or less at speeds not exceeding 15 MPH between delivery stops, the door on the driver’s side may be left open.

M-00341 Pre-arbitration Settlement, March 22, 1974, N-W-3928

Employees performing curbside delivery, from right-hand drive vehicles, shall follow the procedures listed below:

1. Level streets or roads: Place the vehicle in neutral (N), place foot firmly on brake pedal while collecting mail or placing mail in mail box.
2. On hills: Place the vehicle in park (P), place foot firmly on brake pedal while collecting mail or placing mail in mail box.

Employees performing curbside delivery, from left-hand drive vehicles, shall follow the procedures listed below:

1. To serve each box, the left-hand drive vehicle will be brought to a complete stop.
2. The gear shift lever will be placed in park, the operator will serve the box and then continue to the next box.

Employees shall not finger mail while driving, or hold mail in their hands while the vehicle is in motion. See also [M-00234](#).

[M-00994](#) Step 4 Settlement, August 12, 1985, H1N-2U-C 19335

The issue raised in this grievance involved instructions not to place vehicles in neutral while making curbside deliveries from right-hand drive vehicles.

It is our position that advising carriers not to put the gear selector in the neutral position at each delivery point on a mounted route was improper. U.S. Postal Service policy in this regard provides that employees performing curbside delivery, from right hand drive vehicles, shall follow the procedures of (1) on level streets or roads, placing the vehicle in neutral (N), placing the foot firmly on the (brake pedal) while collecting mail or placing mail in the mail box; (2) on hills, placing the vehicle in park (P), placing the foot firmly on the (brake pedal) while collecting mail or placing mail in the mail box. We find that the grievance in this regard does have merit.

[M-00972](#) Step 4 Settlement, December 21, 1977, NC-W-9299

Employees performing curbside delivery from right hand drive vehicles, shall follow the procedures listed below:

1. Level street or road: Place the vehicle in neutral (N) place foot firmly on (brake peddle) while collecting mail or placing mail in mailbox.
2. On hills: Place vehicle in park (P) place foot firmly on (brake peddle) while collecting mail or placing mail in mailbox.

[M-00143](#) Step 4 Settlement, February 3, 1977, NC-E-4978

Letter carriers may be required to gas up their vehicles. However, we also agreed that letter carriers will not be required to check the oil or otherwise service their vehicles.

[M-00071](#) Step 4 Settlement, December 2, 1983, H1N-5K-C 15753

The tire check during the carrier's vehicle inspection (Notice 76) is a visual check. Full-time regular carriers will not be required to use a tire gauge to check tire inflation.

M-00689 Step 4 Settlement, December 2, 1983, H1N-5K-C 15753

The tire check during the carrier's vehicle inspection (Notice 76) is a visual check. Full-time regular carriers will not be required to use a tire gauge to check tire inflation.

M-00722 Step 4 Settlement, March 25, 1976, NB-C-6727

We find that the employee should not have been riding on the rear fender well of a 1/4-ton jeep. To this extent, we find that the grievance is sustained. By copy of this letter, is instructed to seek alternate methods for training carriers in their duties and responsibilities when it is necessary for the trainee to be accompanied on the route by another carrier.

***Note:** The resolution segment on the scanned memo online is completely redacted for M-00722*

M-00161 Step 4 Settlement, September 9, 1985, H1N-2B-C 18013

We agreed that 1/4 and 1/2 ton vehicles owned by the Postal Service with a service tray positioned for normal use is considered unsafe for transportation of passengers in an auxiliary seat.

M-00633 Pre-arbitration Settlement, April 3, 1974, N C 539

It is not the policy of the Postal Service to require carriers to wash the interior of vehicles.

M-00693 Step 4 Settlement, November 14, 1977, NC-W-8815

A supervisor on street supervision may open a locked postal vehicle to ascertain the sequence of delivery and prescribed line of travel. However, the supervisor should, whenever possible, notify the employee that it was necessary to enter his vehicle.

M-00692 Step 4 Settlement, June 24, 1977, NC-C-5630

The postmaster is instructed to reimburse the employees involved in the amount of the fines they incurred as a result of the parking violation cited.

M-00593 Step 4 Settlement, March 22, 1983, H1N-5G-C 7746

Letter Carriers may be required to shut off their vehicle each time they leave it.

M-01123 Pre-arbitration Settlement, January 7, 1993, H7N-3D-C 23071

We have mutually agreed that the presence of a removable passenger jump seat does not constitute a safety hazard. However, the seat will be removed from the vehicle after use if it is not going to be used again in the immediate future.

M-00401 Pre-arbitration Settlement, March 22, 1974, N-W-3928 (Duplicate of M-00341)

Employees performing curbside delivery, from right-hand drive vehicles, shall follow the procedures listed below:

1. Level streets or roads:

Place the vehicle in neutral (N), place foot firmly on brake pedal while collecting mail or placing mail in mail box.

2. On hills:

Place the vehicle in park (P), place foot firmly on brake pedal while collecting mail or placing mail in mail box.

Employees performing curbside delivery, from left-hand drive vehicles, shall follow the procedures listed below:

1. To serve each box, the left-hand drive vehicle will be brought to a complete stop.
2. The gear shift lever will be placed in park, the operator will serve the box and then continue to the next box.

Employees shall not finger mail while driving, or hold mail in their hands while the vehicle is in motion.

Employees must use mirror to check for pedestrians ahead, in back and on both sides before placing the vehicle in motion.

Seat Belts

M-00968 USPS Letter, March 23, 1987

The lap belt, shoulder belt and shoulder harness policy for the Long Life Vehicle is as follows:

The driver must wear the lap belt and shoulder belt at all times the vehicle is in motion. Exception: In instances when the shoulder belt prevents the driver from reaching to provide delivery or collection from curbside mailboxes, only the shoulder belt may be unfastened. The lap belt must remain fastened at all times the vehicle is in motion.

All passengers must be seated and wear a lap belt and shoulder harness at all times the vehicle is in motion. Only authorized passengers may be carried in the vehicle.

M-00076 Step 4 Settlement, October 28, 1983, H1N-5D-C 14305

Local management may request the carriers to comply with his more stringent seat belt policy; however, the postmaster may not require more than what is required in accordance with current national policy as set forth in Postal Bulletin 21389, dated February 3, 1983.

M-00532 Step 4 Settlement, January 15, 1985, H1N-3W-C 34696

In accordance with current postal policy, seat belts must be worn at all times the vehicle is in motion. When travelling to and from the route, when moving between park and relay prints and when entering or crossing intersecting roadways, all vehicle doors must be closed. When operating a vehicle on delivery routes and travelling in intervals of 500 feet (1/10 mile) or less at speeds not

exceeding 15 MPH between delivery stops, the door on the driver's side may be left open.

[M-00547](#) Postal Bulletin, November 21, 1984.

Seat belts must be worn at all times the vehicle is in motion. When traveling to and from the route, when moving between park and relay points and when entering or crossing intersecting roadways, all vehicle doors must be closed. When operating a vehicle on delivery routes and traveling in intervals of 500 feet (1/10 mile) or less at speeds not exceeding 15 MPH between delivery stops, the door on the driver's side may be left open. See also [M-00532](#) and [M-00284](#).

Tachographs

[M-00259](#) Step 4 Settlement, June 24, 1982, H1N-5G-D 167

No disciplinary actions will be taken based solely on information obtained from tachographs. However, the Postal Service is not precluded from possible use of vehicle recorder discs as evidence in disciplinary situations.

VOMA POSITIONS

VOMA positions are multi-craft positions covered by the provisions of Article 41.1.D. Other JCAM sections discussing VOMA positions are Article 12.5.C.5, Article,12.5.C.7, Article 41.1.A.2, and Article 41.3.O.

[M-01007](#) Step 4 Settlement, July 6, 1983, H1N-5B-C 11224

It was mutually agreed that any successful bidder of a VOMA position carries with him or her the seniority of the craft of which he or she is a member.

As long as the grievant remains in his current VOMA position, local management will use his seniority that he carried with him as a member of the carrier craft. Except as specifically provided otherwise, the grievant shall retain his carrier seniority when seniority is used as a determining factor.

[M-01299](#) Step 4 Settlement, January 12, 1998, Q94N-4Q-C 97067029

During our discussions, we mutually agreed that this case will be administratively closed at this level based on the following:

- 1) There is no change in duties and responsibility of the VOMA position
- 2) The VOMA position is still a multi-craft position
- 3) The successful bidder will be represented by the craft from which they came.

[C-04925](#) National Arbitrator Aaron, March 19, 1985, H1N-4J-C 8187

A 204b may bid for a vacant VOMA assignment.

Qualifications, Bidding

M-00251 Step 4 Settlement, July 14, 1982, H1N-5D-C 2509

The VOMA position is a multi-craft position, with selection based on the senior qualified bidder. Accordingly, the employee with carrier craft seniority from May 26, 1962 is senior to the employee with clerk craft seniority from November 12, 1974.

M-01514 USPS Letter, March 31, 2004

Postal Service response stipulating that when management decides to domicile a Vehicle Operations Maintenance Assistant (VOMA) position outside the installation of the VMF, the position is filled by selection of the senior qualified employee assigned to the office domiciled from the eligible crafts. Once selected, the employee remains in his/her craft and office; the selected employee is not reassigned to the VMF.

M-00418 Step 4 Settlement, September 21, 1982, H1N-1N-C 4505

When a multi-craft position, such as VOMA, is occupied and the position is modified by either hours worked or non-scheduled days, the position is not to be reposted.

M-00419 Step 4 Settlement, February 28, 1978, NC-E-9688

The VOMA position is a multi-craft position and the posting duration will be 30 days from the date of the creation of a VOMA vacancy.

M-00652 Step 4 Settlement, June 7, 1983, H1N-1J-C 6776

The question in this grievance is whether management restricted the bidding for a temporarily vacant VOMA position to employees with the same schedule as the position, - - - the subject position is to be filled on a temporary basis in accordance with Article 25 of the National Agreement. Therefore, an employee must be available for the assignment. We find that by restricting the bidding of qualified employees to the same schedule does not violate the National Agreement.

M-01406 Memorandum of Understanding, March 21, 2000

Re: Upgrade of NALC Represented Employees

In order to maintain the carrier technician differential, effective November 18, 2000, NALC represented grade 6 carrier technician employees (occupation code 2310- 2010) will be placed into new NALC grade 2. NALC represented grade 6 vehicle operations and maintenance assistant employees (occupation code 2310-2012) will not be placed into new NALC grade 2. Instead, these employees will continue to be paid at new NALC grade 1. The parties further agree that the new NALC grade 2 salary schedule shall be implemented, effective November 18,2000.

Temporary Vacancies

Prior to the September 19, 1999 award by National Arbitrator George Fleischli, which set the terms

of the 1998-2001 National Agreement, temporarily vacant VOMA assignments were filled under Article 25. As a result of Arbitrator Fleischli's award, Grade 5 (PS 5) letter carriers were upgraded to Grade 6 (PS 6). Note that in order to avoid confusion with the different pay scales in other crafts, the pay grade terminology was changed. PS 5 letter carriers became CC 1 and PS 6 letter carriers became CC 2. Since VOMA assignments are PS 6, they are no longer higher-level assignments compared to CC 1 letter carriers; therefore, temporarily vacant VOMA assignments are no longer filled in accordance with Article 25.

M-00433 Step 4 Settlement, July 8, 1982, H1N-4B-C 5702

The grievance is settled in full in that temporarily vacant VOMA positions shall be filled in accordance with Article 25, Section 4 of the National Agreement. See also [M-00248](#).

M-01077 Step 4 Settlement, June 19, 1992, H7N-2D-C 43689

The issue in this grievance is whether a VOMA assignment which is temporarily vacant for five days or more must be filled in accordance with Article 41.2.B.3 and 4.

We agree that temporary vacant VOMA positions are filled in accordance with Article 25 Section 4 of the National Agreement. ("Detailing of employees to higher level bargaining unit work in each craft shall be from those eligible, qualified and available employees in each craft in the immediate work area in which the temporarily vacant higher level position exists..."). Since the VOMA position is a multi-craft position, as per Article 41.1.D., the employee may be, but not necessarily limited to, a letter carrier.

M-01163 Step 4 Settlement, December 6, 1993, H90N-4H-C 93050571

It is mutually agreed that 1) There is no contractual requirement to fill a temporarily vacant VOMA position; 2) If management makes the decision to fill a VOMA position which will be vacant for at least 5 working days within 7 calendar days, Article 25 Section 4 of the National Agreement provides the method by which the position is filled: "... the senior, qualified, eligible, available employee in the immediate work area in which the temporarily vacant higher level position exists shall be selected;" 3) Employees from those crafts eligible to make application for a VOMA position are eligible for consideration to such a detail regardless of the craft of the incumbent VOMA.

M-01406 Memorandum of Understanding, March 21, 2000

Re: Upgrade of NALC Represented Employees

In order to maintain the carrier technician differential, effective November 18, 2000, NALC represented grade 6 carrier technician employees (occupation code 2310- 2010) will be placed into new NALC grade 2. NALC represented grade 6 vehicle operations and maintenance assistant employees (occupation code 2310-2012) will not be placed into new NALC grade 2. Instead, these employees will continue to be paid at new NALC grade 1. The parties further agree that the new NALC grade 2 salary schedule shall be implemented, effective November 18,2000.

Hours, Overtime

M-00051 Step 4 Settlement, April 5, 1983, H1N-4B-C 11747

Maintenance Assistants are not eligible to place their names on the letter carrier craft "Overtime Desired" list. However, they may be assigned letter carrier's work in conjunction with their VOMA assignment if they were city carriers when they bid the VOMA assignment.

M-00346 Step 4 Settlement, May 13, 1985, H1N-4B-C 21739

The question in this grievance is whether management violated articles 7 and 8 of the National Agreement by assigning overtime in the carrier craft to the acting Vehicle Operations Maintenance Assistant (VOMA) whose regular position is also in the carrier craft. During our discussion it was mutually agreed that the VOMA may be assigned overtime in the carrier craft after the provisions of Article 8, Section 5, have been satisfied.

Vacations

M-00746 Step 4 Settlement, April 23, 1987, H4N-EU-C 19607

While employees from several crafts (clerk, carrier, special delivery, and PS 5 & 6 motor vehicle) are eligible to bid on a vacant VOMA position, once an employee becomes the successful bidder, he/she is represented by, and is treated as a member of, that same craft. This also applies to choice vacation bidding. In the future, the subject office will allow the VOMA to bid for choice vacation with the carrier craft.

M-00838 Step 4 Settlement, April 23, 1987, H4N-3U-C 19607

A VOMA, who bid into the position from the Carrier Craft, should be allowed to bid for choice vacation with the Carrier Craft.

In General

M-00417 Step 4 Settlement, September 21, 1982, H1N-1M-C 1863

The Designation/Activity code changed to 11-0 for the VOMA position was to establish administrative financial accounting procedures. This change in no way affects the employees' conditions of employment or collective bargaining agreement protections in any manner whatsoever.

M-00975 Pre-arbitration Settlement, March 31, 1982, H8C-3P-C 16794.

The issue in this grievance involves the additional duties performed by a VOMA. Although the employee in this position may be required to participate in mail processing functions (regardless of his craft), his primary duty should be to perform vehicle operations and maintenance functions.

M-01048 APWU Step 4 Settlement, March 5, 1982, H1C-5B-C-603

We mutually agreed that there was no interpretive dispute between the parties at the National level as to the meaning and intent of Article 7 of the National Agreement as it relates to VOMA assignment.

Although the employee in this position may be required to participate in mail processing operations (regardless of his craft), his primary duty should be to perform vehicle operations and maintenance functions. Proper performance of the VOMA assignment should leave minimal time on a regular basis to perform other duties.

M-01189 Step 4 Settlement, February 23, 1994, HoN-2P-C 7096

During our discussion, we mutually agreed that appropriate work clothes allowance for a Vehicle Operations Maintenance Assistant (VOMA) can be determined through application of section 932.13 (E) of the ELM. Postal Bulletin dated 9-19-91 (attached) gives specific reference to each craft and monetary allocation per year based on designation contained in the ELM.

WASH-UP TIME

C-25374 National Arbitrator Nolan, July 25, 2004, B98N-4B-I 01029365/B98N-4B-I 01029288

Section 8.9 and 30.B.1 prohibit negotiation of LMOU provisions that provide wash-up time to all employees without consideration of whether they perform dirty work or are exposed to toxic materials. Local parties remain free to define the employees who satisfy those conditions.

M-00063 Step 4 Settlement, January 12, 1983, H1N-3F-C 10826

On days that carriers use self-service gas pumps to fuel their assigned vehicles, they will be allowed to wash their hands. However, no additional time allowances will be credited for such wash-up.

M-00591 USPS/NALC Settlement Agreement, March 24, 1975

Ten-minute wash-up time provided for carriers by the LMU shall remain in effect, and be credited for route examination purposes.

M-00399 Step 4 Settlement, December 7, 1979, NC-S-18945

Wash-up time has been associated with the personal needs time allowed on line 20 of the 1838; therefore, it is our determination that line 21 credit was not warranted.

C-00369 NPMHU National Arbitrator Garrett, December 17, 1974

In a local impasse decision, Garrett ruled that certain mail handler employees should be granted wash-up time before lunch and before tour end.

M-00324 Step 4 Settlement, August 29, 1975, NB-W-3870

The Local Memorandum of Understanding provides that Letter Carriers are to receive two (2) minutes wash-up time before street time and five (5) minutes clean up time during street time.

These items are in addition to the personal needs time in the office provided on the Form 1838. Letter Carriers are entitled to receive credit for this time during count and inspection, whether or not they actually use this time.

WEINGARTEN RIGHTS

The “Weingarten” rule gives employees the right to representation during investigatory interviews conducted by supervisors. Arbitrators almost universally find that violations of Weingarten rights are an extremely serious matter. It not only tramples on an employee's individual rights, but undermines the union's ability to exercise its representation responsibilities. Additionally, Article 17.3 requires that a steward be provided when an employee is being interrogated by the Inspection Service.

This rule is generally less broad in scope than the *Weingarten* rule since it applies only to “interrogation by the Inspection Service,” whereas the *Weingarten* rule applies to investigatory interviews by any supervisor. Nevertheless, it should be cited in addition to the *Weingarten* rule whenever it is violated by management.

See the U.S. Supreme Court ruling *NLRB v. WEINGARTEN, INC.*, 420 U.S. 251, 1975 ([M-01789](#)).

[C-03769](#) National Arbitrator Aaron, July 6, 1983, H1T-1E-C 6521

The Postal Service did not violate the National Agreement by refusing an employee's request for a steward to be present at discussions between the employee and his supervisor regarding the employee's use of sick leave.

[M-01092](#) USPS v NLRB, June 30, 1992, No. 91-1373, D.C. Cir

Decision by the U.S. Court of Appeals for the D.C. Circuit upholding an NLRB decision concerning Weingarten rights (M-01093). The Board held that Postal Inspectors violated the Weingarten doctrine by refusing a request by a steward to consult with an employee prior to the employee's interrogation by the Inspectors.

[M-01668](#) NLRB Decision, December 28, 2007, Case 25-CA-29340

National Labor Relations Board decision finding that a supervisor conducting an investigatory interview improperly prevented a steward from speaking when the steward sought to object to a "loaded" question asked of the letter carrier being interrogated.

[M-00546](#) NALC Legal Memorandum, November 30, 1981

Recent decisions of the National Labor Relations Board and the United States Court of Appeals for the Ninth Circuit established that: (1) when an employee being interviewed by an employer is confronted by a reasonable risk that discipline would be imposed, the employee has a right to the assistance of—not mere presence of—a union representative; and (2) that an employer violates the Act when it "refuses to permit the representative to speak, and relegates him to the role of a passive observer.”

Final letter and Weingarten card mailed to all managers and supervisors. Card text:

USPS Weingarten Card

USPS Supervisor Responsibilities Under Weingarten When Interviewing an Employee Where Discipline Might Result

Under the Weingarten rule, you must allow each employee the following rights in conducting an investigatory interview:

1. Each employee has a right to be represented by a union steward during an investigatory interview (but not during an Article 16 "discussion"). If, before or at any time during the interview, an employee requests a union steward or in any other way indicates that he or she wants representation, you must do one of three things: (1) you must provide a steward, or (2) you must end the interview, or (3) you must offer the employee the choice of continuing the interview without a steward, or of having no interview at all and therefore losing the benefit that the interview might have given to him or her. **When in doubt, it is better to provide a steward or contact Labor Relations immediately.**
2. The supervisor must tell the employee and steward the purpose and subject of the meeting before the meeting begins. Then, if either the steward or the employee requests, adequate time must be given to them to talk privately before (or during) the interview.
3. During the interview, you must permit the steward to participate. He or she may ask questions, clarify the employee's answers, comment about the questions, discuss favorable facts, suggest others who have information, and advise the employee. The steward is not allowed to disrupt the meeting or tell the employee not to answer the question. If that happens, postpone the remainder of the meeting and consult you manager or Labor Relations *immediately*.
4. You may begin the interview, if appropriate, by saying:
 - A. You are going to be asked a number of specific questions concerning (*specify the issue causing the interview*);
 - B. You are subject to disciplinary action if you refuse to answer or fail to respond truthfully to any questions;

Your steward may advise you and participate in the interview (*assuming the employee has requested a steward*).

M-00645 Step 4 Settlement, July 19, 1977, NCS-4767

Supervisors may have work related discussions with employees under their jurisdiction without a steward's presence. However, in this specific instance, the supervisor wanted a witness present. This unusual action justifiable caused concern by the employee and as a consequence his request to have a steward present was not unreasonable.

M-01096 Pre-arbitration Settlement, September 16, 1992, H7N-5N-C 31554

The parties at this level agree that under the Weingarten rule, the employer must provide a union representative to the employee during the course of its investigatory meeting where the employee requests such representation and the employee has a reasonable belief that discussions during the meeting might lead to discipline (against the employee himself).

Whether or not an employee reasonably believes that discipline will result from the investigatory interview is a factual dispute and is suitable for regional determination. See also [M-00436](#).

M-01140 APWU Step 4 Settlement, August 24, 1983, H1C-3W-C 21550

Discussions held pursuant to Article 16, Section 2, shall be held in private between the employee and the supervisor, and constitute the corrective action for the minor offense involved. Discussions which involve fact-finding and which may lead to discipline entitle the employee to representation, if requested.

Miranda Warnings

Almost everyone is familiar with “Miranda” warnings from watching television: “You have the right to remain silent. Anything you say can and will be used against you in a court of law. You have the right to have an attorney present before any questioning. If you cannot afford an attorney, one will be appointed to represent you before any questioning.”

Miranda warnings should not be confused with Weingarten rights. They derive from the landmark U.S. Supreme Court decision in *Miranda v Arizona*, 384 U.S. 436 (1966) which concerned constitutional rights prior to an interrogation in criminal cases.

It is critical for stewards to understand and recognize the difference between a normal investigatory interview, even when conducted by postal inspectors, and investigations that cross the threshold into criminal investigations. Postal inspectors or other law enforcement officials cross the threshold into a criminal investigation when they read employees their Miranda rights. Once the warning is given, anything the individual says can be used in a court of law to show criminal activity. Inspectors also enter the realm of a criminal investigation when they request that the employees sign *PS Form 1067, Warning and Waiver of Rights*. But stewards should always advise carriers not to sign PS Form 1067 because by signing, they waive their Miranda rights. If an employee does sign a PS Form 1067, anything the employee says from that point forward can be used against the employee in a court of law.

Stewards also should remember that they are not attorneys and thus cannot offer legal advice to employees facing potential criminal charges. To do so, could place you and your branch in a legally vulnerable position. So, stewards immediately inform the employee that he or she may wish to seek legal advice should there be any possibility that the Postal Service will bring criminal charges against the employee. You should also instruct the carrier not to answer any questions postal inspectors ask and that the interrogation should be suspended until the employee has had an opportunity to

consult with an attorney.

Dilemma Resolved

Since ELM Section 666.6 requires all postal employees to cooperate with postal investigations, the Postal Service may take disciplinary action against employees when employees fail to cooperate with normal investigatory interviews that have not crossed the threshold into criminal investigations.

This would appear to pose a dilemma. Should an employee answer questions, even if the answers may result in criminal charges, or should the employee refuse to answer and risk the possibility of discipline for "failure to cooperate" in an investigation?

This potential dilemma was substantially resolved by the Federal courts in the *Kalkines* and *Garrity* decisions.

Kalkines Warnings

A *Kalkines* warning is an advisement of rights usually administered by federal agents to federal employees and contractors in internal investigations. The *Kalkines* warning compels suspects to make statements or be fired, but also provides suspects with **criminal immunity** for their statements. It was promulgated by the U.S. Court of Federal Claims in *Kalkines v. United States* 473 F2d 1391 (U.S. Court of Claims) (1973). In that case, a federal employee was fired for not cooperating with an internal investigation. The Court of Claims found that the employee had not been sufficiently advised of his immunity to criminal prosecution, nor sufficiently warned that he would be fired if he refused to cooperate.

A typical *Kalkines* warning (the exact wording may vary) reads as follows:

"You are being questioned as part of an internal and/or administrative investigation. You will be asked a number of specific questions concerning your official duties, and you must answer these questions to the best of your ability. Failure to answer completely and truthfully may result in disciplinary action, including dismissal. Your answers and any information derived from them may be used against you in administrative proceedings. However, neither your answers nor any information derived from them may be used against you in criminal proceedings, except if you knowingly and willfully make false statements."

The *Kalkines* warning helps to ensure an employee's Constitutional rights, while also allowing federal agents to effectively conduct internal and administrative investigations.

Garrity Warnings

A *Garrity* warning is an advisement of rights usually administered by U.S. federal agents to federal employees and contractors in internal investigations. The *Garrity* warning advises suspects of their criminal and administrative liability for any statements they may make, but also advises suspects of their right to remain silent on any issues that tend to implicate them in a crime.

It was promulgated by the Supreme Court of the United States in *Garrity v. New Jersey* (1967)

(M-01792). In that case, a police officer was compelled to make a statement or be fired, and was then criminally prosecuted for his statement. The Supreme Court found that the officer had been deprived of his Fifth Amendment right to silence.

A typical *Garrity* warning (the exact wording may vary) reads as follows:

"You are being asked to provide information as part of an internal and/or administrative investigation. This is a voluntary interview and you do not have to answer questions if your answers would tend to implicate you in a crime. No disciplinary action will be taken against you solely for refusing to answer questions. However, the evidentiary value of your silence may be considered in administrative proceedings as part of the facts surrounding your case. Any statement you do choose to provide may be used as evidence in criminal and/or administrative proceedings."

The *Garrity* warning helps to ensure suspects' constitutional rights, while allowing helping federal agents preserve the evidentiary value of statements provided by suspects in concurrent administrative and criminal investigations.

If a letter carrier is given a *Garrity* warning, the carrier should be advised to consult with an attorney before answering any questions.

WITHHOLDING

M-01459 CAU Publication, April 2002

Contract Administration Unit publication concerning the withholding provisions of Article 12, Section 5.

C-05904 National Arbitrator Gamser, December 7, 1979, NC-E-16340

Article 12 Section 5.B.2 (Then appendix A) gives the Regional Postmasters General the authority to withhold positions in anticipation of the need to excess employees.

C-10343 National Arbitrator Mittenthal, October 26, 1990, H7N-3D-C 22267

Management may fall below the 90/10 staffing requirement provided by Article 7.3.A when withholding positions under Article 12.5.B.2.

M-01432 Pre-arbitration Settlement, July 18, 2000, F90N-4F-C 93022407

Full-time flexible assignments are incumbent only assignments and may not be withheld under the provisions of Article 12, Section 5.B.2 of the National Agreement.

M-01475 Interpretive Step Settlement, December 20, 2002, C98N-4C-C 02070691

After reviewing this matter, we mutually agree that no national interpretive issue is presented in this case. Time worked on an occupied position pursuant to Article of the National Agreement is subject to the maximization provisions of Article 7.3.C. If the office was under withholding at the time the triggering criteria was met, a full-time position should have been created pursuant to Article 7.3.C

and the resulting residual vacancy should have been withheld pursuant to Article 12.5.B.2 of the National Agreement. We agree to remand this case to the Dispute Resolution Team, through the National Business Agent, for resolution in accordance with this guidance.

M-01837 Pre-arbitration Settlement, March 31, 2014, Q06N-4Q-C 10151541

The issue in this case is whether the maximization provisions of Article 7.3.C apply to time worked by a part-time flexible city letter carrier on an unoccupied duty assignment. After reviewing this matter, the parties agree to the following:

Time worked on an "unoccupied position" pursuant to Article 41.2.8.4 of the National Agreement is subject to the maximization provisions of Article 7.3.C. However, if the office is under withholding at the time the triggering criteria is met, a full-time position will be created pursuant to Article 7.3.C and the resulting residual vacancy will be withheld pursuant to Article 12.5.8.2 of the National Agreement.

Additionally, we agree that the provisions of Article 7.3.C. will be applied to an uninterrupted temporary vacant duty assignment only once.

Any grievance currently held for this case will be discussed to determine whether any issues remain in dispute. Such cases will, as appropriate, either be closed or processed with this understanding in accordance with Article 15, Step B or Article 15.4.8.5.

C-34289 National Arbitrator Das, November 5, 2019, Q16N-4Q-C 18427350

NALC argued that employees in pay grades equivalent to the former City Carrier Grade 1 (CC-1) were no longer eligible to be excessed into the Letter Carrier craft under Article 12 of the NA as Article 12 prohibits excessing employees across craft lines to higher level positions.

Finding for the Postal Service, the arbitrator wrote, "The fact that the 'pay schedule consolidation' ultimately agreed to in the MOU was a new concept proposed by the Postal Service in response to the NALC's demand for an upgrade and the absence of any use of the term "upgrade" in the MOU...surely alerted, or should have alerted, the NALC that the Postal Service understood that by agreeing to the MOU it was not agreeing to change the relative level of Carriers in relation to positions in other crafts. Otherwise, there would have been no apparent reason not to just agree to upgrade CC-1 Carriers to CC-2 and CC-2 Technician Carriers to CC-3...This is particularly so given that there is no evidence that the duties, responsibilities and/or working conditions of the CC-1 Carrier positions had changed significantly, or that the NALC alleged such changes in negotiations."