M Document Summaries

M-00001 Step 4 Settlement July 19, 1977, NCE 5066
Appropriate medical statements written on a doctor's office memoranda 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, M-00710

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-00003 Step 4 Settlement, October 4, 1977, NC-S-67I6/N5-WT-12459
There is no street standard for walking. No set pace.

M-00004 Step 4 Settlement, August 4, 1977, NC-N-7044/V76-15, 321
It is anticipated that 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-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-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-00007 Step 4 Denial, November 30, 1977, NC-C-9003/5-OMA-242
Management's policy to have the driver examiner conduct eye exams for all employees holding SF-46 drivers licenses is proper.

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.

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.

M-00010 Step 4 Settlement, March 20, 1985, H1N-4K-C 29644
The parties at Step 4 agree that management may properly assign clerks to distribute mail to carrier cases and withdraw such mail in accordance with Arbitrator Garrett's award in case no. NB-S-4334.

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.

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-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, M-00041

M-00014 Step 4 Settlement, December 21, 1977, NC-S-4915/N5SW-9420
Each steward will be certified to represent employees in a specific work location. If that steward is absent, an alternate may serve in his stead. All stewards need not be absent before an alternate is allowed to represent employees.

M-00015 Step 4 Settlement, December 7, 1977, NC-S-8696/N5OK-15I58
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.

M-00016 Pre-arbitration Settlement, Undated, 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-00017 Step 4 Settlement, November 1, 1977, NC-W-7959/W730-77N
When a regular special office count is conducted, it will be accomplished in accordance with the applicable provisions of Handbook M-39.

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-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-00020 Step 4 Settlement, March 3, 1978, NC-C-9547/5IND-779
We agreed that at the present time, the use of PS Form 1750 is for the evaluation of probationary employees. Nothing in this decision is to be construed as limiting management's right to redefine the use of the form at some later date so that it might be used to evaluate other than probationary employees. It is also noted that this decision does not restrict or negate any process of local management to evaluate any employee as deemed necessary other than by the use of the PS Form 1750 as described in this decision.

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.

M-00022 Step 4 Denial, January 13, 1978, NC-E-8072/E3-ALL-1631
No evidence was offered to support the discrimination allegation and in the absence of language in the National Agreement or in a Local Memorandum of Understanding to afford part-time flexible employees an equal distribution of hours, this grievance is denied. As indicated in the file, management has and when possible, does attempt to equalize part-time flexible employee hours and this effort should be continued.

M-00023 Step 4 Settlement, March 17, 1983, H1N-4C-11833
The question raised in this grievance involved the assignment of bargaining-unit duties the same date the employee was in a 204-b status. After further review of this matter, we mutually agreed that when an employee is detailed to a 204-b status, the employee will not perform bargaining-unit work except as provided for in Article I, Section 6, of the 1981 National Agreement during the period of the 204-b assignment.

M-00024 Step 4 Settlement, September 20, 1978, NC-S-7522/N5AT-13150
The local policy on “at fault” vehicle accidents is mollified by Article XVI of the National Agreement. Discipline should be corrective in nature rather than punitive, and no employee may be discipline except for just cause. Each case will be considered on an individual basis.

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.

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-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-00028 Step 4 Settlement, November 14, 1977, NC-S-S831/N5PL-14634
The fact that mail volume is high a particular clay is not a legitimate reason to prevent union officials from entering a facility.

M-00029 Step 4 Settlement, December 16, 1977, NC-C-9237/5CLE-559B
Local management should, in the future, issue letters giving notice of the salary step increase withholding, including the date that the step increase will be withheld and gives more specifics as to the employee’s unsatisfactory performance of duty.

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 204-b position and when the employee returns from that detail in accordance with applicable provisions of Article XV and XXXI.

M-00031 Step 4 Settlement, March 25, 1978, NC-S-5483/N5-SA-10, 478
The local policy does not hold carriers liable for the “exact” amount of overtime or auxiliary assistance requested hut rather an estimate “within a close approximation.” The policy appears to be reasonable and it is not in violation of the National Agreement.

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-00033 Step 4 Settlement, March 28, 1978, NCN 10487
Management should make every effort to protect known unlisted telephone numbers provided by employees.

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-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. However, this is not to preclude the use of carriers in other than carrier duties as specified in the National Agreement (in emergencies, for example).

M-00036 Step 4 Settlement Agreement, Undated, NC-E-4716
Where additional work hours would have been assigned to employees but for a violation of Article 1, 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-00037 Step 4 Settlement, December 15, 1982, H1N-3W-C 8041
The provisions of Article 41, Section 2.B.3 and 4 apply to a full-time Reserve Letter Carrier position, as identified in Article 41, Section 1.A.1 of the National Agreement.

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-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 he/she does throughout the year (Part 915, M-41 and Part 234.224, M-39).

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-00041 Step 4 Settlement, September 30, 1982, H8N-4B-C 26754/H8N-4B-C 24748
Part-time flexible carriers cannot be required to “stand-by” or remain at home, under the threat of discipline, for a call-in on 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-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-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-00044 Step 4 Settlement, March 19, 1986, H4N-3AC 10757
Whether the seniority date was properly established can only be determined by application of Article 12, Section 5.C.1, and Article 41, Section 2.G.2, of the National Agreement to the specific tact circumstances involved in this case.

M-00045 Undated Settlement of Unfair Labor Practice charges file by NALC and APWU
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 communications; while in contact with, or in view of, the public; or where the headset interferes with personal protective equipment.

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-00047 APWU Step 4 Settlement, November 20, 1979
During our discussion, we concluded that at issue in this grievance is whether the denial of a steward's request to investigate a grievance while working overtime is a violation or the National Agreement. As we mutually agreed, a steward' a request to investigate a grievance should not be denied solely because the steward is in an overtime status.

M-00048 Step 4 Decision, June 17, 1983, H1N-3W-C 17704
It is the position of the Postal Service that DUVRS provides the supervisor with an estimate of a letter carrier's normal daily workload and may be one of the factors considered by a supervisor when discussing a letter carrier's work performance. DUVRS evaluations should not be the basis for a discussion concerning the letter carrier's efficiency held pursuant to Article 16, Section 2. The efficiency of a letter carrier can be more appropriately determined by a mail count pursuant to 141.2, M-39 Handbook.

M-00049 Step 4 Settlement, March 20, 1985, H1N-1J-C 28970
Management may effect schedule changes under the M39 Handbook. Such change in schedule does not constitute a route adjustment.

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-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-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-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-00054 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.

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-00056 Step 4 Settlement, March 8, 1983, H1N-5H-C 7954
We mutually agreed to resolve all issues in this grievance with appropriate application of Arbitrator Gamser's award in national grievance N8-E-0088, dated October 3, 1980.

The award states 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 workdays, as well as their work hours, to coincide with the court circumstances above, management must continue such practice or revert to such practice until and unless a change in the provisions of the E&LR Manual is made pursuant to the procedure in Article 19 of the National Agreement

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.

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.

M-00059 APWU Step 4 Settlement, September 14, 1983, H1C-3U-C 12449
As a PS Form 50 was not provided to the grievant (as required in ELM, Part 422.355) prior to the step increase being withheld, it is agreed Clerk Robinson's step increase will be granted effective June 26, 1982.

M-00060 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 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.

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-00062 Step 4 Settlement, April 18, 1983, H1N-3A-C 14260
The negotiated breaks for carriers allow that carriers may take breaks on the street or in the office. If the office option has been properly chosen, then the office break must be taken on office time. On the other hand, 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. In addition, these designated street breaks must be approved by the employer and duly recorded on PS Form 1564-A in accordance with Sections 222. 214b(3)(e) and 242.34 of the M-39 Handbook.

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-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-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-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-00067 Step 4 Settlement, June 9, 1983, H1N-3U-C 13925
The proper methods 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-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-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-00070 Step 4 Settlement, September 7, 1983, H1N-5C-C 10587
Carriers will be allowed to return mark-up mail and misthrows to the throwback case or other designated location, except for "no obvious mail", it is our mutual understanding that the carrier case is not the designated location.

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-00072 Step 4 Settlement, December 9, 1983, H1N-5D-C 15683
Higher level details shall be filled through Article 25 and the employee shall assume the schedule of the desired assignment without obligation to the employer for out-of-schedule pay.

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.

M-00074 Step 4 Settlement, November 21, 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-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-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 post- master 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-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, M-00541

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-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-00080 Step 4 Settlement, September 30, 1983, H1N-2D-C 6298
The specific restrictions contained in the local memo 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 memo.

M-00081 Pre-arbitration Settlement, December 6, 1983, 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-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-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-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-00085 Step 4 Settlement, December 5, 1984, H1C-2M-C 7051/H1C-2M-C 7052/ H1C-2M-C 7186
We agreed that employees may request new identification badges in accordance with the procedures outlined in Postal Bulletin 21485, dated November 15, 1984.

M-00086 APWU 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-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-00088 APWU 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-00089 APWU 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-00090 Step 4 Denial, September 4, 1985, H1N-5G-C 26599
Management is not obligated to seek volunteers prior to temporarily assigning unassigned regulars to other work locations.

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-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.

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-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, M-00356

M-00095 Step 4 Settlement, January 22, 1985, B1N-4J-C 31820
Management may utilize a craft employee in a 204-b assignment for less than a full day. Under Article 41, management must provide the union with a copy of Form 1723 showing the approximate time(s) and date(s) of the detail. Any amendment to the form shall also be provided to the union.

M-00096 APWU Step 4 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-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-00098 Pre-arbitration Settlement, October 7, 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 part-time status.

M-00099 APWU Pre-arbitration Settlement, August 30, 1985, Multiple Cases
When requested, the immediate supervisor will initial the Step 2 grievance appeal form which only verifies the date of the decision. The Step 2 grievance appeal form will have sufficient information completed for the immediate supervisor to determine that he/she is in fact verifying a decision date of the grievance that was heard.

M-00100 Step 4, 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-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.

M-00102 Step 4 Settlement, December 8, 1978, NC-S-12745/N5-FL-20667
Management agrees that sound judgment shall be exercised in maintaining normal delivery schedules. The decision to lend auxiliary assistance, schedule overtime or curtail mail is a management function which must be based on the facts at hand.

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-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-00105 Step 4 Decision, 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-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 re- view and are not official records.

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.

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-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-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-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-00112 Step 4 Settlement, October 31, 1978, NC-S-12379
There are no requirements that overtime be scheduled ac- cording to seniority in the letter carrier craft.

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 non- scheduled day if he is on the Overtime Desired list. See also M-00135

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

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, M-00709

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-00117 Step 4 Settlement, July 31, 1977, NC-C-5172/5-LOU-481.
Letter Carriers shall take mail intended for the Central Mark-up Unit from their case to a designated location which shall be determined by local management. It is specifically understood that the carrier's case will not be the designated location for Central Mark-up Unit mail.

M-00118 Step 4 Settlement, November 29, 1978, NC-S-12640/N5-ET-20817
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-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-00120 Step 4 Settlement, March 19, 1985, H1N-3W-C 31032
The question in this grievance is whether the Postal Service is violating the privacy Act by requiring employees to wear their identification badge with their social security number exposed. During our discussion, it was mutually agreed that the following would represent a full settlement of this case:

Employees may request new identification badges in accordance with the procedures outlined in Postal Bulletin 21485, dated November 15, 1984. See also M-01249

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-00122 Step 4 Settlement, July 25, 1985, B1N-30-C 25242
After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed, whether the conversion of city delivery territory to rural territory was proper, can only be determined by application of Subchapter 610 and 630, of the Postal Operations Manual, to the specific fact circumstances involved in this case.

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-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-00125 Step 4 Settlement, November 13, 1978, NC-C-12200/5DET-3986
If management must delay an employee's request for a steward, management should inform the employee involved of the reasons for the delay and should also inform the employee of when time should be available. See also M-00127

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-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-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-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-00130 Step 4 Decision, November 24, 1978, NCC 12937
There is no contractual obligation for management to post the Overtime Desired List daily.

M-00131 Step 4 Decision, 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-00132 Step 4 Decision, 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-00133 Step 4 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-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-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-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-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-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-00139 Step 4 Settlement, January 17, 1977, NC-S-4362/N5-SW-8220
However, it is agreed that 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. With this clarification, the instant grievance case is considered to be resolved.

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-00141 Step 4 Settlement, March 25, 1977, NC-W-5039/W2 025-76N
Based on the evidence presented in this grievance, we find that the employee, R. Kuntz, who suffered an on-the-job injury was properly assigned to limited duty work at the Portland, OR SCF, as no limited duty work was available at the Vancouver, WA facility. *Note ELM 546.141(2) of the ELM was bargained in **1979**.*

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-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-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-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-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-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 part- time status.

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-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.

M-00150 Step 4 Settlement, April 14, 1977, NCC 4322
A properly scheduled part-time flexible employee was re- placed 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-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-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.

M-00153 Step 4 Decision, 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 sched- ule 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-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-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 full- time employee to work such schedule, and such employee is not eligible for holiday scheduling premium.*

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 de- termination that the duties performed by these employees would, out of necessity, be considered law enforcement duties.

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 con- fines of the service week.

M-00158 Step 4 Decision, March 14, 1980, A8-W-0052/W8C5DD2385
The parties never intended to include discussions with employees in subsequent letters of warning. This intent is reflected in the unambiguous language in the second unnumbered paragraph in Article XVI which provides in pertinent part that: "Such discussions are not considered discipline and are not grievable."

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 re- quired. 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-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-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-00162 USPS 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-00163 Step 4 Settlement, March 10, 1981, H8-H-0224
1. 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 occasions, e.g., with respect to any events actually observed by said Inspectors and upon which a disciplinary action was based.
2. The Postal Service and the NALC disagree as to whether in other circumstances such as those in the above-captioned case, the steward should be given the opportunity to interview the involved Inspector.

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-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-00166 Step 4 Settlement, August 16, 1979, N8-N-0027/N8N1JC3811
We mutually agree that the disclosure provisions set forth in Article XV, XVII and XXXI 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 parties' representatives to assure that every effort is made to resolve the grievances at the lowest possible level.

M-00167 Memorandum of Understanding, October 16, 1981
It is agreed by the United States, Postal Service; the 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.

M-00168 Step 4 Settlement February 27, 1975, NB-N-3594 (N-79) V74-B013
The procedures for Holiday scheduling are separate and distinct from use of the ODL. The Local Memorandum of Understanding provides an order of selection for holiday and designated holiday scheduling.

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-00170 USPS Memo, 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-00171 Pre-arbitration Settlement, March 20, 1981, E8N-2B-C 811
1. 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.
2. The pro-rata basis will involve 4 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 and one (5) minute break; and 8 hours carrier duties entitled the carrier to two (10) minute breaks.

M-00172 Settlement Agreement, April 17, 1980
1. The NALC. agrees that city letter carriers will carry “simplified address” mail without casing such mall 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.
2. 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.
3. 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 1564 by the regularly assigned earlier. 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-00173 Step 4 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-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-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-00176 Step 4 Settlement, May 26, 1983, H1N-3Q-C 7666/H1N-3Q-C 7665
A Local Attendance Control Program cannot be inconsistent with ELM 510. Disciplinary action which results from a local policy must meet the just cause provision of Article 16. Accordingly, we agreed that the parties at Step 3 are to once again review this case to ascertain if the local policy conforms with ELM regulations.

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-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-00179 Step 4 Settlement, May 1, 1981, H8M5CC13673
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-00180 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 1838C.

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.

M-00182 Step 4 Settlement, November 9, 1981, H8N-3P-C-16890
1. During a special count and inspection where interim adjustments are necessary, the Postal Service may temporarily provide such relief by means of a "hand-off."
2. For the purposes of the Overtime Desired List, that portion of any route which is handed off because of Item 1 above will be considered a part of that route through which it is delivered.

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 over- time desired list

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-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-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 hose assignment is being covered.

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-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-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-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-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 Mark-Up 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-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.

M-00193 Joint City Delivery Minutes, November 1975
USPS response regarding whether specific mail pieces are recorded under Line 1 or Line 2 on the PS Form 1838.

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.
Note: This provision was changed to 4 months in the 1978-1981 National Agreement.

M-00195 Step 4 Settlement, October 31, 1975, 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-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-00197 Step 4 Settlement, October 29, 1974, NB-C-1609(N-45)3-TOL-157
There is no contractual provision, nor is it intended that part-time flexible employees be required to remain at home or to call the post office to ascertain whether their services are needed.

M-00198 Step 4 Settlement, November 18, 1974, NB-C-1930 (N-37)
In this case an employee was disciplined as a result of a customer complaint. The Union grieved the discipline action and requested the name and address of the complaining customer. Local officials refused to divulge the requested information contending that there were previous instances where the union had harassed complaining customers.

It is our decision, in this instance, that the union has a right to the requested information. Accordingly, the grievance is sustained.

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-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-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-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-00203 Step 4 Settlement , February 8, 1977, NC-S-4482/N5-0K-8684
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-00204 Step 4 Settlement, January 28, 1977, NC-W-4061/W1192-76N
Local management has been advised that labeling of carrier cases is bargaining unit work. The grievance is sustained to the extent that supervisors will refrain from performing bargaining unit work except as specifically provided for in Article I, Section 6 of the National Agreement.

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-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-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-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, M-00906

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-00210 Step 4 Settlement, February 19, 1974, NBW 637
The orientation for new employees is held after the appointment to a postal position.

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 Hand- book, they shall be conducted in the same manner as the annual count and inspection.

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-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-00214 Step 4 Settlement, June 28, 1974, NBN 1572
Information in the file reflects that a carrier not on the over-time 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-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-00216 USPS Letter, August 22, 1979
This letter is being furnished as per our agreement in the meeting that we held to discuss the Delivery Unit Volume Recording System.
Your concern that this system would be used by managers to replace the provisions of the M-39 Handbook is addressed in section I, paragraph D, of Management Instruction, PO-610-79-24.

“Daily volume estimations recorded for individual routes in accordance with these procedures will not constitute the basis for disciplinary action for failure to meet minimum-casing standards.”

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-00218 Step 4 Settlement. July 9, 1974, NB-S-1725 (N-26)/3SR-732
Step increase improperly withheld based on one incident of unsatisfactory performance where the grievant was issued a 5 day suspension.

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-00220 Step 4 Settlement, August 21, 1974, N-C-2773/MAD-128
It is noted that there is no requirement that a carrier remain at home on a non-scheduled day for the purpose of awaiting instructions.

M-00221 Step 4 Settlement, November 17, 1981, H8N-3W-C-33606
Normally, the Postmaster or management Step 2 representative will not issue corrections and additions to the Union. However, should this occur, the appropriate Union representative will be allowed reasonable official steward time to prepare a written response.

M-00222 Step 4 Settlement, December 7, 1973, NBS 185
Maximization is possible only in individual units where full- time 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-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-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, M-01405

M-00225 Step 4 Settlement, March 19, 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-00226 Memorandum of Understanding, October 16, 1981
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. See also M-00167

M-00227 Step 4 Settlement, March 11, 1982, H8N-4F-C 32939
1. The grievant was properly assigned in accordance with Article XLI, Section 2.B.4., 1978 National Agreement.
2. The grievant should have worked the assignment in question for the duration without changing days off of the assignment.
3. Since the grievant worked on a scheduled day off, he will be compensated for 8 hours of pay at the overtime rate in effect at the time the dispute arose.

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-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-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-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-00232 Step 4 Settlement, March 4, 1982, H8N-4F-C 26476
Management improperly changed day off of PTF on an opt. PTF paid 8 hours at the appropriate overtime rate.

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-00234 Step 4 Settlement, October 10, 1975, NB-S-5556 (N-148)/3-SR-995
U. S. Postal Service policy in this regard provides that employees performing curb side 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 peddle (sic) 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 peddle (sic) while collecting mail or placing mail in the mail box.

M-00235 Step 4 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-00236 Step 4 Settlement, August 8, 1979, N8-N-0027/N8N1JC3811
We mutually agree that the disclosure provisions set forth in Article XV, XVII and XXXI 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 parties representatives to assure that every effort is made “to resolve grievances at the lowest possible level.”

M-00237 Step 4 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-00238 Step 4 Settlement, June 25, 1982, H1N-3P-C 4242
A part-time flexible who, pursuant to Article 41, Section 2.B.4, 1981 National Agreement, has selected a craft duty assignment by exercise of seniority shall work that duty assignment for its duration.

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-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-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-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-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.

M-00244 Step 4 Settlement, July 8, 1982, H8N-5D-C 21854
As final settlement in all matter relating to this dispute, 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-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-00246 Step 4 Settlement, July 8, 1982
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 a 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.

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-00248 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.
Note: Temporarily vacant VOMA positions are no longer filled in accordance with Article 25, Section 4 of the National Agreement. This is due to the upgrade provision of Article 9, Section 2 of the 1998-2001 National Agreement.

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-00250 Step 4 Settlement, July 14, 1982, H8N-LE-C-79811
Postal managers and supervisors who have identified employees with apparent alcohol-related employment problems have the responsibility of referring such employees to the program and should contact PAR personnel for assistance and information regarding proper referral procedures. Management has the authority to require the employee to attend an initial PAR interview. Participation in PAR beyond this initial interview is voluntary.

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-00252 Step 4 Settlement, July 22, 1982, H1N-SD-C-2757
In accordance with 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. These five (5) consecutive days may be any five (5) consecutive days.

M-00253 Step 4 Settlement, June 26, 1982, H8N-3W-C-28234
Normally, the Postmaster or management Step 2 representative will not issue letters of rebuttal concerning corrections and additions to the Union. However, should this occur, the appropriate Union representative will be allowed reasonable official steward time to prepare a written response

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-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 M- 41 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-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-00257 Step 4 Settlement, August 6, 1982, H8N-4V-C 19958
After further review of this matter, we mutually agreed that no National interpretive issue is fairly presented in the particulars evidenced in this case. While he did not address the remedy, Arbitrator Aaron stated in the award of N8-NAT-0023 that existing break periods cannot be unilaterally cancelled even though the scheduled route evaluation is cancelled.

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-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.

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-00261 Step 4 Settlement, July 14, 1982, H1N-4A-C 272
Carrier’s 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, in accordance:. with Article 41, Section 4.3.e, of the 1981 National Agreement. The Postmaster will process this employee's claim for 114 articles at the contractual rate of $.30 each.

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 suit- able 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-00263 Step 4 Settlement, April 19, 1982, H8N-3T-C 34590
Carriers are entitled to their full lunch period. Carriers are free to pursue personal activities during the 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 protected.

M-00264 Step 4 Settlement November 11, 1975, NB-S-6239 (N-146)/3SR-3879
There is no provision for having the grievant accompany the Steward while the latter is investigating a grievance. However, in accordance with Article XVII, second paragraph of Section 3, the Steward may review documents necessary for the processing of a grievance and has the right to interview the aggrieved employee. As long as the request is reasonable, there is no reason why the Steward could not go over related, documents with the grievant during the interview.

M-00265 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 ease is not the designated location.

M-00266 Step 4 Settlement, July 1, 1982, H8N-4B-C- 21531
In the instant case, the grievant, who, is the regular carrier of the route in question, requested a special count and inspection of his route because the provision of Section 271 of the M-39 had been met. His request was refused because within the 6 consecutive work week period he was off sick. Accordingly, in full settlement of this case the grievant's request for a special inspection of his route will be granted during the first week of September, 1982.

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 M- 52 and the National Agreement provides the disciplinary standards for "at fault" accidents and will control the disposition of a grievance filed in 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-00268 Step 4 Settlement, September 8, 1982, H1N-5D-C-2156
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 holddown to other employees during this 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 holddown for completion of the original vacancy duration.

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, M-00695

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-00271 Step 4 Settlement, December 15, 1982, H1N-3D-C 11336
we have previously agreed that the use of “hand-off” procedures are of a temporary nature. The September 21, 1982, step 3 response to this grievance estimates that a positive adjustment can be made to route 28 within six months. That commitment should resolve this dispute.

M-00272 Step 4 Settlement, April 6, 1982, H1N-5B-C-1267
Identification of the three options for establishing reference volume. The agreement recognizes that reference volumes do not constitute the sole basis for determining a carrier's leaving time.

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-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.

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-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-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 un less unanticipated or emergency circumstances exist.

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-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 be- cause he is "better qualified" to carry a particular route.

M-00280 Step 4 Settlement, September 21, 1982, H1N-5H-C 2754
Total time (including casual) served performing carrier du- ties will count toward required experience when awarding carrier technician positions.

M-00281 Step 4 Settlement, October 31, 1977, NC-C-7318/S-IND-684
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. To, this extent, we find that the grievance is sustained.

M-00282 Step 4 Denial, 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, M-00283

M-00283 Memorandum of Understanding, September 19, 1972
T-6 program will not be extended to offices that do not already have it.

M-00284 Step 4 Settlement, October 1, 1984, B1N-3U-C 32417
In accordance with current postal policy, 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.

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.

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-00287 Step 4 Settlement, July 29, 1977, NCS 6733
Clerks should not withdraw mail from the carrier's case.

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-00289 Step 4 Settlement, October 25, 1983, H1N-SD-C 13561
It is the intent of the parties at this level that part-time flexible carriers who successfully select an available assignment under Article 41, Section 2.B.4., must work that assignment for its duration unless there is insufficient work available in the station to provide 8-hour assignments for full-time regular carriers.

M-00290 Step 4 Settlement, November 18, 1983, H8N-3U-C 16250
Both the union and the Employer have historically had per- sons 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-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-00292 Step 4 Settlement, July 8, 1977, NC-S-5894/N5-DE-10699
Based on the evidence presented in this grievance, we find that normally when letter mail is correctly cased in accordance with instructions contained in the M-41 Handbook, Section 221, it should be in the proper delivery sequence when the carrier is prepared to pull the mail from the case and strap or tray out the relays.

However, in abnormal circumstances where sequence of delivery cannot 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-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 full-time 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 "hold-down" 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-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-00295 Step 4 Settlement, September 30, 1983, H1N-2D-C 5870
The specific restrictions contained in the local memo 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 memo. See also M-00080

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-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-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, M-00250

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-00300 Step 4 Settlement, April 1, 1985
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-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-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-00303 Step 4 Settlement, May 9, 1985, H1C-3W-C 44345
Employees should be permitted, under normal circum- stances, to have a reasonable amount of time to consult with their steward. Reasonable time cannot be measured by a predetermined factor.

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-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.

M-00306 Step 4 Settlement, March 21, 1985, H1N-4K-C 31235
During our discussion we agreed to fully resolve this case with the following mutual understanding. 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-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 deter- mining if a grievance exists shall not be unreasonably denied.

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.

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.

M-00310 APWU Step 4 Settlement, January 7, 1986, H1C-3W-C 36184
Those employees who were not timely placed in bid jobs consistent with Article 37.3F(2) shall be paid out-of-schedule premium for the interim time between, the award and actual placement.

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-00312 USPS Memorandum to Regional Postmaster Generals, June 22, 1976
Memorandum by Senior Assistant Postmaster General regarding the use of Casual Employees.

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-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-00315 APWU Step 4 Settlement, May 25, 1983, H1C-5C-C 7210
1. 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.
2. If the union requests to review the completed Form 2:08 at Step 2 or any subsequent step of the grievance procedure, it will be made available.

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 be- tween 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, M-00822

If requests for copies are part of the information request, then USPS must provide the copies. (Step 4, 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 Prearbitration 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-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-00318 Step 4 Settlement, April 29, 1986, H1C-NA-C 106
Controversion with termination of pay shall only be effected based upon the conditions listed in Part 545.51 of the ELM.

M-00319 APWU 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-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-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-00322 APWU 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-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-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.

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-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.

M-00327 Step 4, 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-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-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-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-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-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-00333 Step 4 Settlement, April 6, 1973, N-E-2574 (41V2)/E-PROV-283
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.

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-00335 Step 4 Decision, 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-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-00337 Step 4 Settlement, October 20, 1973, NW 5109
A full-time employee should be granted court leave when he appears as a witness in behalf of any State or Municipal government, as well as when he appears as a witness for the Federal Government.

M-00338 Step 4 Settlement, September 17, 1973, N-E-S032 (143V2)/E-PHIL-4
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-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-00340 Step 4 Decision, 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-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-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 memorize the number of stops per relay on the route.

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 effect 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-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-00345 Step 4 Settlement, May 10, 1985, H1N-SD-C 26701
During our discussion, we mutually agreed that 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. Each case must be reviewed on an individual basis in accordance with Section 870 of the Employee and Labor Relations Manual.

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.

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-00348 Step 4 Settlement, July 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.

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-00350 Step 4 Settlement, July 14, 1985, H1N-4A-C 28381
A T-6 should not be kept in the office to case routes on his string unless absolutely necessary and circumstances of 41.1.C.4 are present.

M-00351 Step 4 Settlement, June 14, 1985, H1N-3W-C 4872
A local attendance policy cannot be inconsistent with chapter 510 of the ELM and discipline issued based on the policy must meet the just cause test.

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. Based on the foregoing it was inappropriate to issue the referenced letter of demand to the grievant. Accordingly, the grievance is sustained.

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.

M-00354 Step 4 Settlement, March 3, 1978, NCC 9547
Holiday scheduling: In this case, a properly scheduled PTF that became ill was replaced by a FTR, therefore the FTR is entitled to an additional 50% straight time pay.

M-00355 Step 4 Settlement, January 13, 1978, NCE 8072
PTF's are not entitled to an equitable distribution of overtime, but management "should" distribute

M-00356 Step 4 Settlement, May 23, 1985, H1N-5F-C 29072
The grievant is not entitled to an 8 hours guarantee to attend a fitness for duty examination on his non-scheduled day, but rather is entitled to payment to time spent undergoing the examination.

M-00357 Step 4 Settlement, October 31, 1985
The PS Form 1723 is the control form but may be amended to reflect a change in the duration of a 204-b detail.

M-00358 Step 4 Settlement, November 1, 1985, H4N-5G-C 3573
A part-time regular employees schedule is normally 5 days a week, but they may be used more if the need arises.

M-00359 Step 4 Settlement, November 4, 1985, H4N-1J-C 1964
Out of schedule premium is not required where the schedule is changed to accommodate a recognized training session**.**

M-00360 Step 4 Settlement, October 31, 1985, H1N-1N-D 36894
There is no set pace at which a carrier must walk and there is no street standard.

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-00362 Pre-arbitration, Settlement April 16, 1985, HIN-3F-C 25958, HIN-3F-C 29805, HIN-3F-C 27838
An employee who cannot be contacted for overtime will not have that call recorded as a missed opportunity nor as a day that the employee was available to work.

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 request is related to volume, management may require that the carrier note the volume of mail remaining to be cased at the time the PS Form 3996 is submitted, and may require that the volume be stated in linear measurement terms. 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.

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 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-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-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-00367 Step 4 Settlement, October 18, 1974, NBS 1998
An employee is not required to reply to questions involving their off duty driving record at time of renewal of the SF-46 as this is not a requirement of Article 29.

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-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-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-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-00372 Step 4 Settlement, November 30, 1977, NCS 8975
There is nothing in Article 8 which restricts management from using a PTF in an overtime basis prior to utilizing ODL employees on overtime.

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 is reason part-time flexible employees are compensated for overtime based upon the same rate as full-time regular employees.

M-00374 Step 4 Settlement, September 26, 1974, NB-E-16S1
A grievance may be filed upon receipt of the proposal notice.

M-00375 Step 4 Settlement, June 3, 1982, H8N-IM-C-23442
A part-time flexible who, pursuant to Article XLI, 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.

M-00376 Step 4 Settlement, April 17, 1985, HIN-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 sale basis for disciplinary action for failure to meet minimum casing standards by an individual carrier.

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, M-00833

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.

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-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.

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 from his scheduled route.

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-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-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.

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-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

M-00387 USPS Letter, November 11, 1982
Letters of Instruction and Letters of Information or similar type missives are not appropriate and will be discontinued immediately.

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-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-00391 Step 4 Settlement, April 20, 1983, HIN-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

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-00393 Step 4 Settlement, July 11, 1977
Discipline may not be issued merely for failure to make standards. A charge must be supported by documented unacceptable conduct which led to the failure to meet standards.

M-00394 Step 4 Settlement, August 22, 1979
Daily volume estimates (DUVRS) will not constitute the basis for disciplinary action.

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-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-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-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-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.

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-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.

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-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-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-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-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-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-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-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-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-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-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-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-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.

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-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-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-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 Decision, February 28, 1978
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. In using 30 days, all participating craft interests are protected. In the absence of a contractual violation of the National Agreement, this grievance is denied.

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-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-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-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-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 on (1) year of the required experience, but not for the one (1) year of experience as city carrier. If the experience requirements are posing and (sic) insurmountable problem in filling needed T-6 positions, the Postmaster may request waiver of the requirement.

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-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-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-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.

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-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-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-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-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-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.

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

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-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-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-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-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-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-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-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-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-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-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-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-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-00454 Step 4 Settlement, November 18, 1977, NCS 8463
The delivery of disciplinary notices to employees is not per se bargaining unit work.

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-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-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-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-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-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

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.

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.

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-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-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-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-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-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-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-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-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-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-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-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-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-00478 Step 4 Settlement, December 4, 1985, H4N-5L-C 4223
Management improperly denied a bid to an Employee Involvement Facilitator.

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-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-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-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-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-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-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-00486 Step 4 Settlement, May 15, 1981
Accidents and/or compensation claims in and of themselves are not grounds for discipline; however, employee actions which violate safety rules or regulations may be.

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-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.

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-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-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-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-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-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-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-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-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-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, M-00394

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-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-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-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-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-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-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-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-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-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-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-00511 Step 4 Settlement, May 29, 1984, H1N-4B-C 14059
Whether or not the T/6 was properly bumped can only 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 regul.ar carrier's scheduled day off.

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-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-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-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

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.

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-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.

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-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-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-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-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 sale basis for disciplinary action for failure to meet minimum casing standards by an individual carrier.

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-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-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-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-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.

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-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-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-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-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-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.

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-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-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-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-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-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-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-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-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-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-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-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-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, M-00284

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-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-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-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-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-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-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.

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 it they so desire. However, it is not an absolute requirement that they do so.

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-00557 Step 4 Decision, April 14, 1977
When an employee's medical certification is inadequate, it would be prudent to contact doctor for clarification (***Obsolete,*** *changed by FMLA regulations).*

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.

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-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-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-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-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-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-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-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-00567 Step 4 Decision, July 9, 1980
Supervisor's discussion with grievant over observations while on the supervisor's day off was not invalidated.

M-00568 Postal Bulletin, June 28, 1983
Postal Bulletin notice on the City Letter Carrier 7:01 Rule. (Reference ELM 432.53)

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-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-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-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-00573 Settlement Agreement, July 12, 1973
The United States Postal Service and the National Association of Letter Carriers, AFL-CI0, agreed to the principles to be used in the application of Article VIII, Section 5.C.2. of the 1975 National Agreement.

M-00574 Settlement, November 4, 1971
The references to "part-time employees" in Article 8, Section 3 applies to part-time regular employees.

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-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, M-00611

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-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-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-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-00582 USPS Letter from Darrel Brown, February 15, 1974
By memorandum dated November 13, 1973, there was established as USPS policy the utilization of letters of warning in lieu of suspensions, of less than five (5) days. This same policy is effective throughout the grievance process where consideration is being given to a reduction in discipline imposed. If a suspension of five (5) days or more is reduced administratively the reduction should be to a letter of warning rather than a suspension of four (4) days or less, unless such short suspension constitutes an agreed upon settlement of the grievance.

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.

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.

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.

M-00586 Letter, March 19, 1979
The Chief Inspector's view as to the proper role of union representatives in Inspection Service interrogations.

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-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).

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. Note: for complete text of Work Assignment Agreement, see M-00589, above.
The national parties have agreed that once management has determined overtime will be assigned to a full-time regular:

1. 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-00590 USPS Letter, January 29, 1985
Questions and answers concerning the penalty overtime provisions of Article 8.

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-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-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-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-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-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-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-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-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.

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-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-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-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.

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-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-00607 Pre-arbitration Settlement, March 22, 1974, NE 418
Duplicate of M-00211

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-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-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-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-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-00613 Memorandum of Understanding, August 27, 1973
Postal Service rules regarding the conversions from rural to city delivery.

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.

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.

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-00617 Step 4 Settlement, December 9, 1983, HIC-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.

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

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-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-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, M-00833

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-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-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-00625 Step 4 Settlement, May 7, 1981, H8N-5B-C 14553
Article 41 Section 2B3, 4, 5 does not require management to make auxiliary routes available for opting purposes.

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-00627 USPS Letter to all Regional Delivery Managers, May 18, 1976
Postal Service directions concerning the conversions from city to rural delivery.

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."

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-00630 Step 4 Settlement, July 15, 1977, NC N 5462
The grievant was excessed 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-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-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-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-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-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-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-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."

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-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-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-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-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-00643 Step 4 Settlement, March 20, 1975, NBN 3529
As a general rule, grievance meetings should not be scheduled off the clock.

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-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-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-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-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-00649 Step 4 Settlement, January 30, 1973, NC-2114
A full-time union official has the right to act as a steward.

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-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.

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-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-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.

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-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-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-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-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-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-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-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-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-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-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-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-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-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-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-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-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 of deliberate misconduct of the grievant. Therefore, the grievance is sustained.

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-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-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-00677 Step 4 Settlement, September 1, 1977, NC-C-7656
M-00677 is a duplicate memo to M-00435

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-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-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.

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-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-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-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

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.

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-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-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-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-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 exits which could distort a proper evaluation.

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-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-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-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-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-00696 Number not used.

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-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-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.

M-00700 Step 4 Settlement, April 12, 1978, NC-C-10249
PTF's are not eligible for court leave.

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-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-00703 Step 4 Decision, April 17, 1977
Management is not restricted from contacting an employee physician in order to obtain additional clarification or verification. **Note: This decision is no longer applicable.**

M-00704 Step 4 Settlement, August 31, 1977, NC-C-7450
M-00704 is a duplicate of M-00002

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-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.

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.

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-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-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-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-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-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.

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-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-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-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-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.

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-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

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-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-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-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.

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-00727 APWU Step 4 Settlement, October 13, 1976
Settlement language redacted.

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-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-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-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-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-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-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-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-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-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-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-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-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-00743 USPS Letter May 15, 1981
Accidents or compensation claims are not in themselves an appropriate basis for discipline. See also M-00486

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-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.

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-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, M-00507

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

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-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.

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-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 4I.I.B.I 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-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-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-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-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.

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-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-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-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-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-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.

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-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-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.

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-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-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-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-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-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-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-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-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-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-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-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.

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-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.

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-00781 Letter to Regional Managers, Labor Relations, May 29, 1986
Instructions on use of casual employees.

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-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-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-00787 Step 4 Settlement, June 10, 1987
After reviewing this matter, it was mutually agreed that no, national interpretive issue is present in this case. The parties at this level agree that Executive Order 5396 (copy attached, Hoover) does apply to the Postal Service and that absences meeting the requirements of that decree cannot be used as a basis for discipline. The facts of this case are not adequately developed for a determination of the effect of the Executive Order in this grievance.

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-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-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-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-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-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-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.

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-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-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.

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

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-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.

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.

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-00803 Step 4 Settlement, June 18, 1985, H1N-5D-C 29943
A naturopath is considered an "attending practitioner" under ELM 513.364.

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-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-00844

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-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-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-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-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-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-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-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-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 contract 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.

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.

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-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-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-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-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-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-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-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-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-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-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-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-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-00830 Memorandum of Understanding, March 3, 1988
(*Obsolete)* Memorandum of Understanding establishing procedures under Article 16.9 to clarify the rights of preference eligibles who have both grievance rights and appeal rights to then MSPB

M-00831 USPS Letter to Regional LR Managers, March 10, 1988
Letter transmitting Memorandum of Understanding M-00830, above, to Regional LR Managers.

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 M-00974.

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.

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.

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-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-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-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.

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.

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.

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-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.

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.

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.

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-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-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.

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.

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-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-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-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-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-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.

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-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-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, M-01144

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-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-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-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-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.

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-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-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-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-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-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-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-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-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-00872 NALC Publication Re: Overburdened Routes, August 1, 1988
Contract Administration Unit white paper on overburdened routes.

M-00873 NALC Publication Re: Medical Certification
Contract Administration Unit white paper on medical certification.

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-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-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.

M-00877 Step 4 Settlement, November 22, 1988, H4N-3E-D 56574
When NALC appeals a disciplinary grievance to regional arbitration, is 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-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-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-00880 Step 4 Settlement, November 22, 1988
The issue in this grievance is whether management violated the National Agreement by issuing the grievant a retroactive letter of termination.

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-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-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-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 us 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-00885 National Joint City Delivery Meeting October 4, 1988
Morning and afternoon office breaks for routers will be scheduled by management.

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.

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, M-00852

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-00889 Step 4 Settlement, January 5, 1989
We agreed that a notice of discipline which is subsequently fully rescinded, whether by settlement, arbitration award, or independent management action, shall be deemed not to have been -initiated- for purposes of Article 16, Section 10, and may not be cited or considered in any subsequent

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, M-00054

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, M-00023

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-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

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-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-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 be 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-00897 Step 4 Settlement, February 5, 1989
We further agreed that for purposes of computing the period of notice required in advance of the imposition of various disciplinary measures, such notice period shall be deemed to commence on the day following the date upon which the letter of notification is received by the employee.

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-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-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

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.

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-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-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-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-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-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.

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-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-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-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-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-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-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-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 aforecited 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 aforecited Memorandum. See also M-00915

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-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).

M-00919 Step 4 Settlement, April 13, 1989, H4N-1K-C 34118
A full-time employee sent home 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-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-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-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-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-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, 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, M-01019

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-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-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-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-00930 Step 4 Settlement, May 11, 1989
During our discussion, we mutually agreed that from this date forward, and until such time as any change in policy or practice is collectively bargained, the USPS shall not designate any particular Letter of Warning issued to an employee as a "Final" Letter of Warning. We further agreed that the foregoing shall not preclude the USPS from indicating within the body of any Letter of Warning, that serious deficiencies in performance, etc., exist which may result in more serious action in the future, if not corrected.

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-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-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-00934 Step 4 Settlement, February 1, 1989, H7N-3B-C 2447
M-00934 is a duplicate of M-00906

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-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-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-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-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-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-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-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-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.

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-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-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-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-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-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. See also C-08011

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-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

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-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-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-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

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-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-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-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-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-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-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-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-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-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-00966 Step 4 Settlement, April, 19, 1990
The issue in this grievance involves the proper interpretation of back pay provisions contained in Section 436 of the Employee and Labor Relations Manual (ELM). As a result of the discussion, it was mutually agreed that ELM Sections 436.22, and 436.425 would be revised.

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-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-00969 NALC Publication Re: Employee claims
Contract Administration Unit white paper on Employee claims.
(M-01028 is identical to M-00969)

M-00970 NALC Publication Re: Administrative Leave
Contract Administration Unit white paper on Administrative leave.

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-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-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-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-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-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.

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.

M-00978 Step 4 Settlement, February 10, 1988, NC-NAT-8671
USPS Position concerning the maximization provisions of Article 7, Section 3.

M-00979 Step 4 Settlement, November 29, 1990
The issue in this grievance is whether the grievant was properly terminated on December 8, 1989, pursuant to the provisions of Article 12, Section 1 of the National Agreement which pertains to probationary employees. The grievant, a letter carrier with over twenty (20) years of service, would normally be entitled to the procedural safeguards of Article 16, Section 5, which requires a 30-day advance written notice prior to termination. Significantly, however, the grievant was reinstated to this position from a termination prior to that which is the basis of the instant grievance. In his award dated March 19, 1989, Arbitrator Rodney Dennis fashioned a type of last chance agreement and placed the grievant in a six-month probationary period with the caveat that in the event he was subsequently removed, the Postal Service would be authorized to take any action against him "as if he were a newly-hired probationary employee" (emphasis added). Additionally, the arbitrator barred his access to the grievance procedure relative to the level of the penalty imposed (in the instant case: termination).

M-00980 Step 4 Settlement, November 29, 1990
The issue in this grievance is whether the grievant was properly terminated on August 25, 1989, pursuant to the provisions of Article 12, Section 1, of the National Agreement which pertains to probationary employees.

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-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-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-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-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-00986 Step 4 Settlement, July 26, 1990, H4N-3A-C 62482
T-6 positions should be included in postings under Article 41.3.0.

M-00987 Step 4 Denial, November 22, 1989
Based on information presented and contained in the grievance file, the grievance is denied. In this case, the employees in question were voluntarily reassigned from clerk craft to the carrier craft. Since there was no excessing from the installation, separation of all casuals is clearly not required by the National Agreement.

In our judgement, the grievance does not involve any interpretive issue(s) pertaining to the National Agreement or any supplement thereto which may be of general application. Unless the union believes otherwise, the case may be appealed directly to regional arbitration in accordance with the provisions of Article 15 of the National Agreement.

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-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-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-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-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

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-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-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-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-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.

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-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-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-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-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-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-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-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-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-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-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, C-16189

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-01010 Pre-arbitration Settlement, October 26, 1979, N8-NAT-003
Pre-arbitration settlement revising ELM 546.14.

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-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-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-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".

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.

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.

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-01018 Memorandum of Understanding, October 24, 1991
Agreement pertaining only during the local implementation process of the 1990 National Agreement.

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, M-00925

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-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-01022 USPS Letter, November 8, 1991
Letter from Assistant Postmaster General transmitting instructions for the Leave sharing Program.

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-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-01025 Memorandum of Understanding, February 1981
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 XLI, 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 150 or more man years (currently workyears) of employment.

M-01026 Postal Bulletin 21652, December 31, 1987
Postal Bulletin notice specifying procedures for handling third-class Bulk Business Mail (BBM).

M-01027 Step 4 Settlement, October 28, 1991
The issue in these grievances is whether the two positions in question must be upgraded to PS Level 6. We agreed to remand these cases to the parties at Step 3 for possible application of Arbitrator Gamser's award in Case No. H8N-4B-C 16500 (N8-C-0380) and further processing, including arbitration if necessary.

M-01028 NALC Publication, August, 1990
Contract Administration Unit white paper on employee claims.

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-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-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-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-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-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-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 for 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-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.

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-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-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.

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.

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-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-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-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 recredited to his balance.

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-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-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-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-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-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-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-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-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-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-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-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-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-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-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-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 interpretated 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 bours 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-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-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-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.

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-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-01067 USPS Letter February 14, 1972
PTF employees must be scheduled at least 4 hours per pay period.

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

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-01070 Step 4 Settlement, April 14, 1992, H0N-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

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-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-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-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-01076 Step 4 Settlement, June 26, 1992, H0N-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-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-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).

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-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-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-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-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-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-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-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-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.

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.

M-01089 Number not used

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.

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-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-01093 Continuation of M-1092.

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-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).*

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-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-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:

2. That in accordance with Article 7.1.B.1 casual employees may not be employed in lieu pf full or part-time employees.

3. 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-01099 Step 4 Settlement, August 6, 1992, H0N-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-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.

M-01101 Pre-arbitration Settlement, November 12, 1992, H0N-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-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-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-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-01105 Pre-arbitration Settlement, November 24, 1992, H0N-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-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-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

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.

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-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-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-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.

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.

M-01114 Memorandum of Understanding, September 17, 1992
Resolution of Issues Left Open by Mittenthal Award of July 10, 1992.

M-01115 Memorandum of Understanding, December 21, 1992
Memorandum of Understanding between USPS and NALC Re: Transitional Employee/Part-time Flexible Conversions.

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-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-01118 Step 4 Settlement, January 13, 1993, H0N-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-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-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-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-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-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-01124 Step 4 Settlement, March 1, 1993, H0N-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 and C-09402

M-01125 Step 4 Settlement, April 8, 1993, H0N-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.

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-01127 Step 4 Settlement, April 15, 1993
The issue in this grievance is whether the grievant and his non-union representative may waive appeal rights to the grievance procedure in a "last chance" agreement effected in settlement of an appeal to the MSPB. During our discussion, we mutually agreed that the grievant and/or his non-union representative cannot waive the union’s right to file a grievance concerning a dispute as to whether the grievant violated a last chance agreement.

M-01128 Step 4 Settlement, January 21, 1993, H0N-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-01129 Step 4 Settlement, January 21, 1993, H0N-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-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-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-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-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.

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.

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-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.

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-01138 APWU Step 4 Settlement, January 25, 1981
The USPS and the APWU agree that discipline for failure to maintain a satisfactory attendance record or "excessive absenteeism" must be determined on a case-by-case basis in light of all the relevant evidence and circumstances. The USPS and the APWU agree that any rule setting a fixed amount or percentage of sick leave usage after which an employee will be, as a matter of course, automatically disciplined is inconsistent with the National Agreement and applicable handbooks and manuals.

M-01139 APWU Step 4 Settlement, December 7, 1979
Notations of discussions made by a supervisor are strictly personal and are not to be considered official Postal Service documents. As such, they are not to be made a part of a control record system to which other individuals have access.

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.

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, Aggregating Requests, of the Administrative Support Manual, Issue 8, August 1991.

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-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, M-01143

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-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-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.

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.

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.

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.

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-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 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."

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-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-01157 Step 4 Settlement, January 14, 1994, H0N-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-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-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-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-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-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.

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-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.

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-01166 Step 4 Settlement, October 4, 1993, H0N-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-01167 Pre-arbitration Settlement, September 7, 1993, H4T-5D-D 15115
The issue in this case is whether management violated the National Agreement by listing disciplinary actions over two years old as aggravating factors on a notice of proposed removal, even though he employee had received no, discipline for a period of two years. After reviewing this matter, the parties mutually agreed that, in accordance with Article 16, Section 10, "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." Therefore, such records of disciplinary action should not be cited in a notice of proposed removal. However, the Postal Service is not precluded from introducing such prior disciplinary action for purposes of rebuttal or impeachment in the grievance procedure, in arbitration, or in other forums of appeal.

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-01169 APWU Step 4 Settlement, July 15, 1993, H0C-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-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.

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-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-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-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 NAI.C 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.

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-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-01177 Step 4 Settlement, August 30, 1993, H0N-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-01178 Step 4 Settlement, February 14, 1994, H0N-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.

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-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.

M-01181 Step 4 Settlement, June 9, 1994, H0N-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.

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-01183 Step 4 Settlement, March 23, 1994, H0N-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-01184 Step 4 Settlement, February 14, 1994, H0N-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-01185 Step 4 Settlement, March 10, 1994, H0N-3N-C 12419
The issue in this grievance concerns the application of Article 41.3.0 of the National Agreement. During our discussion we agreed that:

1. Article 41.3.0 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 41.3.0.

In the instant case, it appears that management restricted the assignments being posted under Article 41.3.0 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.

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-01187 Step 4 Settlement, March 3, 1994, H0N-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-01188 Step 4 Settlement, March 3, 1994, S0N-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-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-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-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-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-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-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.

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-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-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-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-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-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.

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-01202 Step 4 Settlement, January 4, 1995, F90N-4F-D 94022367
When an NALC transitional employee (TE) has completed a previous 359-day term of employment in the same office and in the same position, a termination for cause during the first 90/120 days of a subsequent term of employment is subject to the grievance/arbitration procedure.

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-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-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."

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."

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-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

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-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-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-01212 Step 4 Settlement, December 2, 1988, H7N-5N-D 2575/4170

After reviewing this matter, we mutually agree that no national interpretive issue is fairly presented in this case. If not already accomplished, the notes requested by the union will be released to the union, as per Article 17.

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.

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-01215 Pre-arbitration Settlement, July 20, 1994, H0N-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-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-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-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-01219 Step 4 Settlement, June 29, 1995, H0N-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.

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-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-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-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-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.

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-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

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-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.

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-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-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-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-01234 USPS Letter to District Managers, December 3, 1974
The Darrel Brown letter of November 13, 1973 said that letters of warning were to be used in lieu of suspensions of less than five days. This means five work days, not five calendar days.

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-01236 Step 4 Settlement, July 26, 1995, H90N-4H-C 94050533
During our discussion we mutually agreed that the September 17, 1992 Memorandum of Understanding (MOU) on the X-Route process established the responsibilities of those who select the process. Having selected the X-Route process, the local parties are to revisit that MOU, specifically the Agreement Phase 1 and continue their discussions. Whether or not there was an improper unilateral withdrawal from an X-Route agreement in this case is suitable for local resolution.

M-01237 Step 4 Settlement, September 11, 1995, H90N-4H-C 95032829
During our discussion we mutually agreed that the September 17, 1992 Memorandum of Understanding (MOU) on the X-Route process established the responsibilities of those who selected the process. Having selected the X-Route process, the local parties are to revisit that MOU, specifically the "Agreement Phase," and continue their discussions. Whether or not there was an improper withdrawal from an X-Route agreement in this case is suitable for local resolution. Whether

or not the TE ceiling may be changed from 75% to 85% while in X-Route is also suitable for the dispute resolution process.

M-01238 USPS Letter, November 30, 1990
The new period for counting bids will begin on November 20, 1990

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.

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-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.

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.

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-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 !he 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 0 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-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-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

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-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, 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-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 01251 Memorandum of Understanding, August 1, 1996

Obsolete memo extending all Article 15 time limits for the processing of grievances at Steps 3 and 4 for three weeks beginning on August 2, 1996.

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

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-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-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-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-01257 National Level Settlement, February 22, 1996
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.**

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-01259 Step 4 Settlement, March 12, 1996, F90N4F-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-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-01261 USPS Letter, January 18, 1995
Letter confirming the dates of the local implementation period pursuant to Article 30 for the 1994 National Agreement.

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-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-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-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.

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-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-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-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-01271 USPS Publication, March 1995
Internal USPS publication entitled Family and Medical Leave Act (FMLA) Reference Material for US Postal Service.

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-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-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-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-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-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-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.

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-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-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-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-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.

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:

2. 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.
3. Finally, it is agreed that Part 141.19, Minor Adjustments, including the reference to "reasonably current" remains unchanged.

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.

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-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.

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-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-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-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-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-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-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-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-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-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-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-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.

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-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-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-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-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-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.

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.

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

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-01312 Step 4 Settlement, April 12, 1990, H90N-4H-C 96002907

The parties mutually understand that, as agreed to and stated in the September 17, 1992, MOU at Appendix D, Building Our Future by Working Together, there is no dispute between the parties that, "In working out the X-Route adjustment process for the delivery unit/zone, it is recognized and agreed that:

'Management' must develop the final targeted Delivery Point Sequencing percentage (from a low of 70% to a high of 85%) of delivery point sequencing letter mail for the X-Route period."

M-01313 National Level USPS/NALC/APWU Settlement Agreement, February 4, 1986, H4C-NA-C-1
Settlement agreement regarding ELM 323.213

M-01314 Joint Dispute Resolution Process Test, May 1, 1998
Questions and Answers on USPS/NALC Dispute Resolution Process.

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-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.

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-01318 Management Instructions May 22, 1998
Management Instructions concerning the September 26, 1997 Memorandum on fourth bundle work method accommodation.

M-01319 Step 4 Settlement, May 29, 1990, F90N-4F-C 93046131
As a result of our discussions, it was mutually agreed that TEs may be hired under Section A in Revised Chapter 6 ("Delivery Point Sequencing Impact Calculation Plus Triggers") only after the unit or installation has entered the transition period (defined as that length of time needed for attrition to fulfill staffing reduction requirements). The question of whether management improperly estimated the length of time needed for attrition to full staffing requirements does not present an interpretive Issue. The question of whether this unit was in a transition period does not present an interpretive issue.

If TEs have been hired under Section A in Revised Chapter 6 ("Delivery Point Sequencing Impact Calculation Plus Triggers"), management must provide the local union with the "DPS Methodology" calculations, and all relevant information on which those calculations are based, under which those TEs have been hired. It was further agreed that the hiring of TEs should be reasonable within the local fact circumstances. The attrition rate used should neither be artificially understated (so as to limit the hiring of TEs), nor artificially overstated (so as to permit excessive TE hiring).

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-01321 Pre-arbitration Settlement May 21, 1998, F90N-4F-C 95034723
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. . . .*Continued*

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.

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-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-01326 Step 4 Settlement, May 26, 1998
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-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-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.

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-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-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-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.

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-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-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-01336 Step 4 Settlement, July 14, 1998, G94N-4G-C 96047771
It was agreed there are not two separate target percentages, one for hiring and one for planned adjustments. The target percentages should be the same for both purposes. In the *event* a recalculation is necessary, the TE ceiling need not be recalculated. However, when the adjustments are made, TE hours must be proportionally reduced by the amount of workload taken out of the unit. Units in the X-route process must set target percentages between 70 and 85%, and adjustments cannot be made at lower percentages unless the parties *have* agreed on interim adjustments.

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-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-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.

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

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.

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-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.

M-01344 Settlement Agreement, February 19, 1997, E90N-1E-C 93020841
The issue in this grievance is whether management violated Article 19 and 29 of the National Agreement, postal manual EL-827 sections 240-246, and the UMP guidelines negotiated between the parties when they failed to honor and abide by UMP decision #92-151.

During the discussion it was mutually agreed that UMP decision #92-151, dated April 10, 1992 is not inconsistent or in conflict with the National Agreement. We further agree, when the parties have a signed UMP agreement in effect that outlines procedures to be followed when either party believes a decision should be reversed, that procedure will be followed.

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-01346 USPS Letter.
This is in response to questions we have both received concerning the "PTF Court Leave" Memorandum of Understanding, which was found on pages 273-274 of the 1990 National Agreement This is to confirm that, although that Memorandum of Understanding was not reprinted in the 1994 USPS-NALC National Agreement, it is still in effect.

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 as are 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-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-01349 USPS Letter September 22, 1988
USPS policy does not allow field offices to stop Bank/Direct Deposits until salary advances are collected.

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-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-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-01353 Pre-arbitration Settlement, March 8, 1994, H0N-NA-C-7
Pre-arbitration settlement requiring the retrofitting of mirrors to Long Life Vehicles (LLV's).

M-01354 APWU Step 4 Settlement, December 30, 1986, H4T-4K-C 17634
After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We agreed that generally casuals are utilized in circumstances such as heavy workload or leave periods; to accommodate any temporary or intermittent service conditions; or in other circumstances where supplemental workforce needs occur. Where the identified need and workload is for other than supplemental employment, the use of career employees is appropriate.

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-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.

M-01357 Step 4 Settlement, August 3, 1984, H1N-2F-C 12773

Whether or not the carrier who was assigned to the position was detailed to a supervisory position at the time: of submission of his bid is a factual dispute. The parties at this level agree that a carrier temporarily detailed to a supervisory training program may bid on vacant letter carrier craft duty assignment while so detailed.

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-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-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-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 there use until such time as they comply with the above cited provision.

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-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.

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).

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-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-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 M-00492

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.

M-01369 Step 4 Settlement, November 21, 1999, G94N-4G-C 97115156
We mutually agreed to remand this case to the parties at Step 3 for application of APMG Braughton's April 30, 1976 memo (copy attached) regarding adjustment of letter carrier routes and for further processing, including arbitration, if necessary.

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.

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-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."

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-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:

a. 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.

M-01375 Step 4 Settlement, January 4, 1999, D94N-4D-C 99022235
The issue in this case is whether the scheduling priority in Article 7.1.C.1.b. to utilize part-time flexibles at the straight-time rate prior to assigning the work to transitional employees includes part-time flexibles in their probationary period. As a result of our discussions, it was agreed that Article 7.1.C.1.b. applies to all part-time flexibles, including those in their probation period.

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.

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-01380 Memorandum Agreement, July 30, 1992
The National Association of Letter Carriers and the United States Postal Service hereby agree that, during negotiations with respect to the issues remanded to the parties by Arbitrator Mittenthal's award, dated July 10, 1992, there shall be a moratorium on all route adjustments. This moratorium will remain in effect until either party provides notice to the other party of its intent to submit those issues to arbitration. During the moratorium period, the 52-day period for making route adjustments following a count and inspection provided by the M-39 Handbook shall be waived.

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-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.

M-01383 Step 4 Settlement, June 15, 1999, D94N-4D-C 99135934
The issue in these grievances is whether the retention of NALC transitional employees in the Columbia, SC Post Office is in violation of Arbitrator Mittenthal's Interest Arbitration Award, dated January 16, 1992. We mutually agreed that no national interpretive issue is fairly represented in this matter. Accordingly, we agreed to remand these cases for application of case D94N-4D-C 98091427.

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.

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-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-01387 Step 4 Settlement, January 4, 1999, H94N-4H-D 98113787
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 890N-48-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 heath. 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 is the vehicle is a smoker.

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.

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-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-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-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-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

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.

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.

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-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-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.

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-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-1432

M-01401 Step 4 Settlement, May 24, 1999, D94N-4D-C 98091427
The issue in this grievance is whether the retention of NALC transitional employees in the Columbia, South Carolina Post Office is in violation of Arbitrator Mittenthal's Interest Arbitration award, dated January 16, 1992. There is no dispute between the parties that TEs hired under the DPS formula cannot be re-hired or retained except as provided for by Arbitrator Mittenthal and the Revised Chapter 6 supplement to Building our Future by Working Together.

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.

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-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, 03206 and C-03002

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

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.

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-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 curbline 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-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 19941998 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-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-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.

M-01412 Pre-arbitration Settlement, June 26, 2000, G90N-4G-C 95018403
During our discussion we agreed that the requirements for implementing DPS through the X-Route process are found in the X-Route Memorandum of Understanding and explained in the USPS-NALC Joint Training Guide, "Building Our Future By Working Together." The applicable language relative to implementing DPS through the X-Route process can be found on pages 31-32 of the guide, "To proceed with these plans the parties will need current route inspection data, which they believe reasonably reflects the current situation, or new data from conducting new route inspections. The parties should arrive at agreed upon route evaluations."

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.

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-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-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-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-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-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-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-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-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-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-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-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 H0N-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-01427 Pre-arbitration Settlement, March 12, 1999, B94N-4B-C 98008149
The issue raised in this grievance is whether or not a former NALC transitional employee, re-employed as a casual, may wear the letter carrier uniform. It was mutually agreed that no national interpretive issue is fairly presented in this case. The parties mutually agreed to close this case with the understanding that current national policy is that casuals are not allowed to wear the uniform, except as provided by ELM 932.21c.

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-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-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-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-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-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.

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

M-01435 Settlement Agreement, March 1, 2001, H94N-4H-C 96090200
The parties recently meet to discuss the above referenced grievance and agree as follows:

1. In full and complete settlement of the claim for a monetary remedy, the grievant, will be paid $2,380, subject to appropriate deductions.

2. The issue of the grievant's initial reassignment out of the carrier craft shall be remanded to the parties at the local level. The grievant's current medically defined work limitation tolerance (see ELM 546.611) shall be considered.

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-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.

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-01439 Pre-arbitration Agreement April 23, 2001, E90N-4E-C 95058006
For the application of the Seniority Tie Breaker provisions contained in Article 41.2.B.7 (f), total federal service is reflected in block 16 of an employee's, PS Form 50.

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-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-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.

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.

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)

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-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.

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.

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-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).

M-01450 Memorandum of Understanding December 13, 2001
Re: National Negotiations—Article 12.3.A and Article10.4.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-01451 USPS Letter to Managers of Labor Relations.
USPS document explaining proper and prohibited ways of using casuals in cross-craft situations.

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-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.

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-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.

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.

M-01457 NALC White Paper, March 2002
Article 7.3.1 "Hiring of Casuals 'in lieu of' career employees."

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.

M-01459 CAU Publication, April 2002
Contract Administration Unit publication concerning the withholding provisions of Article 12, Section 5.

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-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-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.

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.*

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-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-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.

M-01467 Pre-arbitration Settlement, June 26, 2002, H94N-4H-C 99238933
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.

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-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-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-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.

M-01472 Pre-arbitration Settlement, September 26, 2002, B98N-4B-C 01263564

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 12.5.8.5 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.

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-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-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-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-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-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-01479 - Joint Transmittal Letter, April 2, 2003
Concerning the three related Memorandum of understanding M-01480, M-01481 and M-01482.

M-01480 - Memorandum of Understanding, **March 28, 2003**
Concerning six day counts and inspections.

M-01481 - Memorandum of Understanding, March 28, 2003
Concerning interim agreement on a Route Inspection Task Force and multiple days of inspection. Superseded by M-01505.

M-01482 - Memorandum of Understanding, March 28, 2003

Concerning interim agreement concerning the Minor Route Adjustment Process. Superseded by M-01505.

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-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-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.

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-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 affect 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-01488 Sixth Circuit Court June 4, 2003
Decision upholding regional arbitration award (C-20643, below) 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-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-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-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-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-01493 Pre-arbitration Settlement, August 7, 2003, Q94N-4Q-C 96014638
Settlement concerning proposed changes to Postal Operations Manual (POM) Issue 7.

M-01494 – Memorandum of Understanding, August 29, 2003
Memo extending the M-01479, M-01480, M-01481 and M01482 through September 30, 2003.

M-01495 USPS Letter, August 29, 2003
Notifying NALC of a DPS flat test in Colonial Heights, VA, to end on September 26, 2003.

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, arid we ask your cooperation and support.

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-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-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-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.

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-01503 Memorandum of Understanding, November 4, 2003
Memorandum resolving issues left open by arbitrator Briggs' award in C-23767.

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-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.

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-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-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: T*he dates of the four week penalty overtime exclusion period are published each year in the Postal Bulletin.*

M-01509 USPS Letter, April 1, 2004
Agreement to cease inspection activity until 8/31/2004, and to conduct a DOIS volume verification period ending 5/28/2004.

M-01510 Pre-arbitration Settlement, February 6, 2004, Q94N-4Q-C 97122151
The issue in this case concerns revisions to Handbook EI-311, Personnel Operations, Section 25.22, published in Postal Bulletin #21930 (10-10-96). After reviewing this matter we mutually agree that no national interpretive issue is presented in this case. The parties agree to close this case with the following understanding: Article 19 of the National Agreement requires the Postal Service to provide notice to the union of changes to handbooks, manuals, and published regulations that directly relate to wages hours and working conditions.

M-01511 Pre-arbitration Settlement, March 2, 2004, Q94N-4Q-C 96044119
The parties agree to resolve this case by adding the following language (addition in bold) to clarify Handbook AS353, Guide to Privacy and the Freedom of Information Act, Appendix, Privacy Act System of Records – USPS 120.070:

Categories of Records in the System 3. Reference copies of all discipline or adverse actions. These include letters of warning; notices of removal, suspension, reduction in grade or pay; letters of decisions; and documents relating to these actions. These are used only to refute inaccurate statements by witnesses before a judicial or administrative body. **They may not be maintained in the employee's OPF, but must be maintained in a separate file by Labor Relations**.

Retention and Disposal 4. Reference copies of discipline or adverse actions. These records are kept for historical purposes and are not to be used for decisions about the employee. The retention of these records may not exceed 10 years beyond the employee's separation date. The records are maintained longer if the employee is rehired during the 1ayear period. **They may not be maintained in the employee's OPF, but must be maintained in a separate file by Labor Relations.**

M-01512 USPS Transmittal Letter #1, April 2, 2004
On the subject of application of the April 1, 2004, moratorium.

M-01513 USPS Transmittal Letter #2, April 8, 2004
On the subject of application of the April 1, 2004, moratorium with the agreed to tracking form (DOIS count).

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-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-01516 - Cased volume verification form

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-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.

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-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 ANSIIISEA 107·1999 at the Class Level appropriate to the expected use conditions.

M-01522 Interpretive Step Agreement, August 2, 2004, F01 N-4F-C 04114551
Memorandum on issues raised during discussions of the Enterprise Resource Management System (eRMS).

M-01523 Memorandum of Understanding, August 4, 2004
Agreement extending the national task force on evaluating and adjusting routes. The task force will continue their activities through FY2005, which ends on September 30, 2005.

M-01524 USPS Letter, September 16, 2004
Joint Evaluation Impact Report which served as the document to notify the national parties that an agreement has been reached on a methodology to evaluate routes.

M-01525 Letter of Intent, September 16, 2004
Agreement to establish a one year Joint Safety pilot program in the Great Lakes Area for one year.

M-01526 Letter of Intent, September 14, 2004
Re: Joint Safety and Accident Control Teams Pilot Extension

In accordance with the April 29, 2003, Memorandum of Understanding Re: Joint Safety and Accident Control Teams, The Postal Service and the National Association of Letter Carriers (NALC) agreed to a one year pilot program in the Eastern Area to continue to the end of Fiscal Year 2005.

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-01528 OWCP Letter, May 13 2004
As stated in my letter of April 6, 2004 (M-01527), there is no authority provided under the Federal Employees' Compensation Act for personal visits to employees' homes by persons representing the employing agency. Therefore, any actions by the agency in this regard are not covered under the provisions of the FECA or its implementing regulations, and thus are not under the purview of the Office of Workers' Compensation Programs. This issue should be addressed in the labor-management arena as it appears to be a labor-management issue.

M-01529 USPS Letter, December 7, 2004
In accordance with the Memorandum of Understanding (MOU) dated August 4, 2004, the Postal Service is providing the National Association of Letter Carriers (NALC) written notification of our intent to terminate our efforts to develop a new route evaluation process.

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-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.

M-01532 Pre-arbitration Settlement, December 14, 2004, Q94N-4Q-C 96014638
Since the Postal Service has affirmatively expressed that there were no changes to POM

Issue 7 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-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-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*

M-01535 USPS Letter, February 14, 2005
This is in response to your inquiry concerning our April 28, 2003, letter about Civil Service Retirement System (CSRS) employer contributions. The Postal Service does not intend to request repayment from the union for CSRS employer contributions made for full time union officers prior to the changes referenced in our April 28, 2003, letter.

M-01536 Pre-arbitration Settlement, March 16, 2005, Q98N-4Q-C-00042135
The issue in this case concerns proposed revisions to Handbook EL-311, Personnel Operations transmitted by letter dated October 1, 1999. During our discussions, we mutually agreed that no national interpretive issue is presented in this case and agree to resolve this grievance as follows: Since the Postal Service 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 NALC determine(s) that there has been a change to wages, hours or working conditions.

M-01537 Pre-arbitration Settlement, March 16, 2005, Q98N-4Q-C-00176904
The issue in this case concerns proposed revisions to Chapter 1 of Handbook F-21, Time and Attendance transmitted by letter dated April 24, 2000. During our discussions, we mutually agreed that no national interpretive issue is presented in this case and agree to resolve this grievance as follows: Since the Postal Service 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 NALC determine(s) that there has been a change to wages, hours or working conditions.

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-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-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.

M-01541 Pre-arbitration Settlement, June 21, 2005, D94N-4D-C98000707
A casual who Is employed under the APWU or NPMHU National Agreements and also designated to work in the city letter carrier craft during each·90-day term would not be eligible to be appointed during the same calendar year as a casual under the NALC National Agreement.

M-01542 USPS Letter, September 7, 2000
The meeting was not scheduled pursuant to Article 19 of the National Agreement as it continues to be our position, previously articulated, that the EL-814 is not handbook or manual within the meaning of Article 19. Notwithstanding this, we continue to recognize the value of your review and comments on that sort of publication.

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-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.

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.

M-01546 Memorandum of Understanding, August 11, 2005
"This video, It Can Happen to You, is an educational and training video. This video may not be cited in any forum to support or refute any disciplinary or adverse action issued to any city letter carrier."

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-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.

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-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-01551 Memorandum of Understanding, October 26, 2005
Memorandum Concerning Employee Reassignment/Work Issues Arising from Hurricane Katrina (Modification Regarding Voluntary Requests for Transfer)

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-01553 Memorandum of Understanding, November 08, 2005
Memorandum regarding Issues Arising from Hurricane Katrina.

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-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-01556 Letter of Intent, December 12, 2005
Re: Joint Safety and Accident Control Teams Pilot Extension.

In accordance with the April 29, 2003, Memorandum of Understanding Re: Joint Safety and Accident Control Teams, The Postal Service and the National Association of Letter Carriers (NALC) agreed to a pilot program in the Eastern Area. The parties have determined, based on data that indicates that the pilot activity has been successful in focusing attention on vehicle safety issues, to again continue the pilot for another one-year period from the date this document is signed. During this extension, the Headquarters Joint Labor-Management Safety Committee will continue to monitor the pilot program.

M-01557 Letter of Intent, December 29, 2005
Re: Joint Safety and Accident Control Teams.

Pilot In accordance with the April 29. 2003. Memorandum of Understanding Re: Joint Safety and Accident Control Teams, The Postal Service and the National Association of Letter Carriers (NALC) agreed to a pilot program in the Great Lakes Area. The parties have

determined, based on data that indicates that the pilot activity has been successful in focusing attention on vehicle safety issues, to again continue the pilot for another one-year period from the date this document is signed. During this extension. The Headquarters Joint Labor-Management Safety Committee will continue to monitor the pilot program.

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-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-01560 Pre-arbitration Settlement, January 11, 2006, Q94N-4Q-C 99268355
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 changes to the Employee and Labor Relations Manual, Issue 14, which were transmitted to the NALC by letter dated June 25, 1999. Time limits for an Article 19 appeal will not be used by the Postal Service as a procedural argument if the Union determines that there has been a change(s) that directly relate to wages, hours, or working conditions.

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-01562 USPS Letter, Undated
A letter from the USPS congratulating and welcoming letter carriers to the Customer Connect Program.

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-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.

M-01565 NALC Letter, February 16, 2006
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 discontinue providing in person retirement counseling for the letter carriers.

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-01567 Interpretive Step Settlement, March 3, 2006, B94N-4B-C-98030513
The parties agree that data collection and testing conducted pursuant to the Delivery Redesign initiative did not result in any changes to current work measurement systems or work or time standards. More generally, the parties further agree that a test conducted pursuant to Article 34 does not modify provisions of the National Agreement, including handbooks, manuals and published regulations incorporated through Article 19, beyond the scope of the new work measurement system or work or time standard being tested. Based on this understanding, the parties agree to close the cases listed on Attachment A without prejudice to the position of either party. In accordance with the above, the parties agree Article 8 of the National Agreement was not modified or amended during Delivery Redesign testing. Accordingly, disputes over the administration of Article 8 during Delivery Redesign testing are remanded to the appropriate Step B team through the National Business Agent.

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-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-01570 Memorandum of Understanding, May 4, 2006
NALC/USPS Memorandum of Understanding regarding the National Accident Reduction Task Force.

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. (See extensions, M-01613, M-01683)

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-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-01574 USPS Letter to NRLCA, July 3, 2006
This letter is to notify you that the Postal Service is considering subcontracting the tender and receipt of mail currently performed by bargaining unit employees at the following 43 Air Mail Centers: No determination of the impact to the bargaining unit has been made at this time. Any movement of employees will be done in accordance with Article 12 of the National Agreement. Any site specific information about such employee Impact will be developed in each area and district, and when available, will be shared with area and district union designees.

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-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-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-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.

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.

M-01580 Memorandum of Understanding, March 28, 2003
Re: Six Day Counts and Inspections

In Case B94N-4B-C 97105300, October 29, 2002, Arbitrator Briggs found that the Postal Service may not properly inspect city carrier routes on all six days of the count and inspection week. In an effort to allow the local parties to address issues relating to their inspection process locally, the parties agree to remand to the local level the responsibility for resolving issues resulting from a six day count and inspection, as addressed by Arbitrator Briggs. The local parties are to complete the following: . . . *List of items to be completed attached*.

M-01581 Memorandum of Understanding, March 28, 2003
Re: Interim Agreement - Route Inspection Task Force and Multiple Days of Inspection In his award in B94N-4B-C 97105300, Arbitrator Stephen Briggs ruled that the Postal Service may not properly inspect a city route each of the six days of a full route count and inspection. The parties recognize that the current route evaluation process can be improved to better respond to the current and future business environment. To that end the parties agree to the following: . . . *List of items agreed to attached*.

M-01582 NALC Letter, September 21, 2006
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 unilaterally discontinue the parties' established practice for scheduling arbitrations for the Nevada District.

M-01583 Interpretive Step Settlement, September 13, 2006, Q01N-4Q-C 06060675
No issue stated in settlement letter. "This case is closed without prejudice to the position of either party in this or any other case other case."

M-01584 NALC Letter, August 29, 2006
In accordance with the provisions of Article 15.3.F of the National Agreement, I hereby initiate at the National level the interpretive dispute described below. The dispute concerns the proper hiring of casual employees at one installation, and the subsequent loaning of such casual employees to installations where the circumstances described in the Downes Memorandum have not been met.

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-01586 NALC Letter, November 1, 2006
Pursuant to Article 15, Section 3.F of the National Agreement I hereby initiate at the national level, an interpretive dispute concerning revisions to Handbook AS-805, *information Security*, published in Postal Bulletin 22190 (9-28-06). The revisions published in Postal Bulletin 22190

were not provided to NALC in accordance with the provisions of Article 19 of the National Agreement. This unilateral action violates the provisions of Articles 5 and 19 of the National Agreement.

M-01587 NALC/USPS Joint Letter, November 6, 2006
The joint U.S. Postal Service and National Association of Letter Carriers, AFL-CIO national task force, formed pursuant to the October 21,2005 MOU Re: Employee Reassignment/Work Issues Arising from Hurricane Katrina has identified employees who were transferred voluntarily in a manner inconsistent Item 2 of the 10/21/05 MOU. Specifically, the following will be implemented within sixty days.

M-01588 Memorandum of Agreement, November 30, 2006
Re: Buras, LA 70041

The U.S. Postal Service, the National Association of Letter Carriers, AFL-CIO (NALC) and the National Rural Letter Carriers' Association (NRLCA) recognize that the devastation from Hurricane Katrina in the area serviced by the Buras, Louisiana Post Office resulted in a significant reduction in delivery points and the reassignment of the city letter carrier to another installation. The parties agree that the remaining city delivery points in Buras (which number approximately 40 deliveries) and any former city delivery points that return, will be serviced temporarily by the Rural Letter Carrier Craft. This agreement is temporary and will expire one year from the date below, at which time the parties will review conditions in Buras to determine whether renewal of this agreement is warranted.

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.

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-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.

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-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.

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.

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-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-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.

M-01598 USPS Document, Undated
Unidentified USPS Chart titled "Environmental Health Safety Integrated Inspection Schedule FY 2007".

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.

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

M-01601 Joint USPS/NALC Letter to Dispute Resolution Teams, February 17, 2007
SUBJECT: Disputes Held for Review of Hurricane Katrina Joint National Task Force. The disputes referenced above and listed in the attached were held at the local level and referred to the Hurricane Katrina joint task force (the task force) in January 2007. The issue is whether local management violated the National Agreement and ELM Section 519 by failing to grant administrative leave as requested in the above-referenced disputes. Whether administrative leave was denied in violation of the National Agreement and ELM 519 is a matter to be determined based on application of ELM 519 to the fact circumstances in the case files related to the above disputes. The disputes are remanded to the DRT for Step B processing and for regional arbitration if not resolved by the DRT at Step B of the Dispute Resolution Process. Cases from Mississippi are remanded to the Alabama DRT, and the case from Louisiana is remanded to the Louisiana DRT.

M-01602 NALC Letter, February 26, 2007
Pursuant to Article 15, Section 3.F of the National Agreement, I hereby initiate at the national level the interpretive dispute arising from recent management initiatives to assign new deliveries in city delivery territory to the Contract Delivery Service (CDS).

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-01606 Memorandum of Understanding, March 23, 2007
Renewal of MOU (M-01568) regarding the processing of future city/rural disputes.

M-01607 MSPB Decision, August 11, 2006
Re: Military Leave. See also M-01603

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-01609 USPS Letter to NALC and APWU, April 5, 1985
Letter from the Assistant Postmaster General, Labor Relations explaining the Postal Service's position on various overtime issues

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.

M-01611 Step 4 Settlement, September 27, 2001, I98N-4I-C 00264686
Remand for application of ELM Sections 545.74 and 513.

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-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-01614 NALC Appeal to arbitration, April 23, 2007
By letter dated September 11, 2006, the Postal Service submitted to the NALC proposed revisions to Employee and Labor Relations Manual Sections 569.1 and 589.1, Retirement Counseling. The proposed changes have been the subject of meetings and correspondence in accordance with Article 19 of the National Agreement. Time limits were extended by mutual agreement. The most recent information provided by the Postal Service, by letter dated April 9, 2007, does not fully address NALC's concerns. Accordingly, NALC hereby appeals the proposed revisions to Sections 569.1 and 589.1 to arbitration as provided by Article 19.

M-01615 USPS Letter, April 27, 2007
This is in response to your April 3 request for reconsideration of the union's suggestion that the Postal Service voluntarily establish a program for retroactive (before fiscal year 2002) application of our current military leave policy providing monetary remedies to current and former employees who had military leave deducted for military service on non-scheduled days during military leave periods. We have reviewed the information included in your April 3 letter (Miller v. United States Postal Service) and it does not alter the decision we provided you by correspondences dated May 19, 2006 and October 20, 2006.

M-01616 NALC Letter initiating Interpretive Level Dispute, May 16, 2007
Pursuant to Article 15, Section 3.F of the National Agreement, I hereby initiate at the nationalleve1, the interpretive dispute between the parties arising from management's claim that it may unilaterally cease compliance with the posting and bidding requirements of the National Agreement. By letter dated April 17, 2007, the Postal Service advised us that it would begin the second phase of PostalPEOPLE implementation for employees in the Capital Metro, Eastern, New York Metro, Northeast and Southeast Areas. The letter specifically states that "to accommodate required data migration, there will be no job postings or bidding beginning May 26, with postings and bidding to resume no later than June 9."

M-01617 USPS Letter May 10, 2007
This is in reference to your April 23 arbitration appeal concerning revisions to Employee and labor Relations Manual Sections 665.17 Reporting Requirements for Sex Offenders. The Grievance-Arbitration Tracking System number assigned to this appeal is Q01 N-4Q-C 07150379. These revisions were promulgated pursuant to Article 19 of the National Agreement and were the subject of meetings and correspondences, where the union's concerns were fully addressed. Your April 23 appeal asserts that the Postal Service did not fully address the union's concerns. Please identify the specific question(s) or concern(s) that the union believes the Postal Service failed to address.

M-01618 USPS Letter, May 30, 2007
During our February 22 briefing on the Postal Service's plan to convert employee Official Personnel Folders from hard copy to electronic format, we agreed to provide a migration schedule when available. Enclosed is a copy of the current migration schedule.

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-01620 NALC Appeal to arbitration June 5, 2007
Pursuant to Article 15, Section 3.F of the National Agreement, I hereby initiate at the national level the following interpretive disputes arising from management's implementation of the National Reassessment Process (NRP).

M-01621 Memorandum of Understanding June 4, 2007
Updates and reiterates required and agreed upon mandates for the Customer Connect program.

M-01622 NALC Appeal to Arbitration June 14, 2007
In accordance with Article 19 of the National Agreement, the Postal Service submitted to the NALC a proposed new PS Form 2497, by letter dated March 13, 2007. The parties subsequently agreed to extend NALC's time to appeal this matter to arbitration to June 15, 2007. As provided by Article 19, NALC hereby appeals this matter to arbitration. It is the position of the NALC that the use of the proposed form and its contents are inconsistent and in conflict with Article 21, Section 4 of the National Agreement, applicable provisions of the Employee and Labor Relations Manual and the EL-505 Handbook, OWCP regulations, and the Forms CA-1 and CA-16.

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-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-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-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-01627 NALC Letter initiating Interpretive Level Dispute, August 13, 2007

Pursuant to Article 15, Section 3.F of the National Agreement, I hereby initiate at the national level, an interpretive dispute concerning revisions to Handbook ASM 353, Guide to Privacy, and the Freedom of Information Act. These revisions were provided to NALC in correspondence dated August 1, 2007. These revisions were also the subject of a previous notice provided to us by the Postal Service, and were discussed by our representatives, pursuant to Article 19 of the Agreement. Accordingly, this letter also constitutes NALC's appeal of the ASM 353 revisions to arbitration under Article 19.

In particular, the revised ASM 353 adds new computer processing charges which effectively eliminate the long-standing practice of providing to the unions the first two hours of search free of charge when requesting information relevant to col1ective bargaining and/or grievance processing. This unilateral change in an established past practice violates Article 5 of the Agreement and adversely impacts NALC's rights to information under Articles 17 and 31. The new computer processing charges do not fairly reflect "costs reasonably incurred in obtaining ... information" within the meaning of Article 31, Section 3. They are also not "fair, reasonable, and equitable" within the meaning of Article 19.

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.

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-01630 Memorandum of Understanding:

Re: Extension of Negotiation Period for Local Implementation

The parties agree to extend the period of local implementation and related deadlines by 15 days. As a result, the 45-day local implementation period will begin on October 1, 2007, and continue through November 14, 2007. These revised dates will be used to establish time frames in Article 30 of the National Agreement and the Memorandum of Understanding; Re: Local implementation.

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-01632 USPS Letter, December 21, 2007
This is to confirm our agreement to continue discussion of issues concerning the employment of city letter carrier transitional employees and to supplement the joint transitional employee questions and answers document as further agreement is reached. The national parties are currently discussing the following open concerns and will discuss additional issues as necessary.

M-01633 Joint Questions and Answers--NALC Transitional Employees, December 21, 2007
The attached jointly-developed document provides the mutual understanding of the national parties on issues related to NALC Transitional Employees. This document will be updated as agreement is reached on additional matters related to transitional employees.

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-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-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-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-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-01639 Revised Article 43, Separability and Duration, October 9, 2007

M-01640 Memorandum of Understanding, September 11, 2007
Re: Article 7.1

The parties agree that the November 21, 2006 effective date of the National Agreement does not apply to the employment of Transitional Employees or the elimination of the supplemental workforce (casuals). The parties further agree that no city letter carrier casuals will be on the rolls later than December 9, 2007. Any dispute over the beginning date for employing Transitional Employees or the ending date for city letter carrier casuals may be addressed only by the parties at the national level.

M-01641 Memorandum of Understanding, September 11, 2007
Re: Transitional Employees-Additional Provisions

M-01642 Memorandum of Understanding, September 11, 2007
Re: Transitional Employees (Flat Sequencing System)

Upon ratification of the Agreement, the Employer shall have authority to hire up to 8,000 transitional employees (TEs). The Employer may maintain this level of transitional employment for the duration of all phases of Flat Sequencing System (FSS) implementation. TEs hired under this Memorandum will be so designated on their PS Form 50.

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-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-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.

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-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....

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-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-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-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, ail 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-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-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-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-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-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-01658 Memorandum of Understanding, September 11, 2007
Re: Local Implementation: 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 to the implementation of Article 30 during the 2006 local implementation period. 1). 2006 local implementation will commence on October 1, 2007 and terminate on October 30, 2007…
continued

M-01659 Memorandum of Understanding, September 11, 2007
RE: Transitional Employee Employment Opportunities

This Memorandum will expire on November 20, 2001.

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-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 cannier 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-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-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-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 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-01665 Interpretive Step Grievance Q1N-4Q-C 07091320, July 30, 2007
The issue in this grievance concerns the method of determining Flat Sequencing System (FSS) impact and the associated employment of Transitional Employees. As a result of our discussions, it is agreed that the above referenced grievance is withdrawn and that 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.

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-01667 USPS Letter, October 24, 2007
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-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-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-01670 Memorandum of Understanding, USPS/NALC/NRLCA January 16, 2008
Re: Buras, LA 70041:

The U.S. Postal Service, the National Association of Letter Carriers. AFL-CIO (NALC) and the National Rural Letter Carriers' Association (NRLCA) recognize that the devastation from Hurricane Katrina in the area serviced by the Buras. Louisiana Post Office resulted in a significant reduction in delivery points and the reassignment of the city letter carrier to another installation. The parties agree that the remaining city delivery points in Buras, which number approximately 40 deliveries (and any former city delivery points that return), will be serviced temporarily by the Rural Letter Carrier Craft. This agreement is temporary and will expire one year from the date below, at which time the parties will review conditions in Buras to determine whether renewal of this agreement is warranted.

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.

M-01672 NALC Letter, January 24, 2008
Pursuant to Article 15, Section 3.F of the National Agreement, I hereby initiate at the national level the interpretive dispute with respect to the denial of administrative leave to letter carrier craft employees who attend political party caucuses in 2008 to select the parties' nominees for President of the United States.

M-01673 Memorandum of Agreement, February 28, 2008

Re: Data Collection - FSS Stowage and Retrieval System

The Postal Service plans to conduct a test of three different Stowage and Retrieval Systems at the Fairfax, Virginia Main Post Office and the Reston, Virginia Annex. These systems will be installed in Postal Service delivery vehicles at the two test sites. The test will include video recording of letter carrier interaction with the stowage and retrieval system on four routes at the Fairfax Main Post Office. Additionally, city letter carriers participating in the test will complete a survey at the conclusion of the test. The testing is scheduled to begin on February 11, 2008 and will conclude on April 11, 2008. Participation in this test is voluntary.

The parties agree that data collected in the subject test sites will be used for the sole purpose of evaluating the prototype Stowage and Retrieval Systems and will not be used to evaluate the performance of city letter carriers or for any other purpose without the concurrence of both parties to this agreement.

M-01674 USPS Letter, May 4, 2007
As a matter of general interest, we have enclosed a proposed draft revision to Methods Handbook M-41 City Delivery Carriers Duties and Responsibilities, Section 241.32 Duration, regarding PS Form 3982, Change of Address. This change is being made to enhance the use of Postal Automated Redirection System 3982 labels and PS Form 3982. The PS Form 3982 labels will now be lined out after six months from the end of the month in which the change becomes effective.

M-01675 USPS Letter, February 28, 2008
This is in response to your inquiry during the November 6, 2007 meeting concerning PS Form 1187 processing for transitional employees (TEs). A TE's dues withholding status remains active for 180 days after his/her appointment ends. If the TE is reappointed before expiration of the 180 day period, a new 1187 is not required to resume dues deductions. Automation of this process requires a system modification. We anticipate completion of this modification by September 2008. We have established an interim manual process.

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-01677 Memorandum of Understanding, March 26, 2008
Re: FSS Task Force Report:

In order for the FSS Task Force to complete its mission pursuant to the Memorandum of Understanding, Re: FSS Work Methods, the parties mutually agree to extend the due date for the task force's final report by sixty days, to April 18, 2008. This agreement also extends by sixty days the other time requirements provided for in the Memorandum of Understanding *Re: FSS Work Methods*.

M-01678 NALC Letter, March 24, 1978
This letter is to advise you that the NALC's Biennial Convention is scheduled for July 21-25, 2008 in Boston, Massachusetts. The NALC is hereby requesting that the parties at the local, regional, and national level be granted a waiver of the time limits for all grievances during the

month of July 2008.

M-01679 NALC Letter to U.S. Department of Labor, April 11, 2008
Re: Notice of Proposed Rulemaking Concerning the Family Medical Leave Act of 1993.

National Association of Letter Carriers, AFC-CIO ("NALC") submits these comments upon the Department's Notice of Proposed Rulemaking ("NPR") concerning proposed revisions to regulations implementing the Family Medical Leave Act of 1993 (the "FMLA").

M-01680 Memorandum of Understanding, April 21, 2008
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.

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 that fourteen days.

M-01682 Memorandum of Understanding, April 29, 2008
Re: FSS Task Force Report:

In order for the FSS Task Force to complete its mission pursuant to the Memorandum of Understanding, Re: FSS Work Methods, the parties mutually agree to extend the due date for the task force's final report by an additional fourteen days, to May 2, 2008. This agreement does not alter or modify the other time requirements, as established by the March 26, 2008 Memorandum of Understanding, Re: Task Force Report.

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-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-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-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-01688 USPS Letter, June 26, 2008
This is in further reference to our June 20 meeting concerning your May 9 correspondence regarding the eRMS/IVR Fulfillment Center package related to requests for FMLA protection. The cover letter has been amended to comport with current ELM provisions concerning submission of documentation in support of requests for FMLA protection. An employee may send or present these materials to the appropriate FMLA Coordinator, or give the materials to the employee's supervisor who will forward the materials to the appropriate FMLA Coordinator.

M-01689 USPS Letter, April 30, 2008
As a matter of general interest, the Postal Service plans to automate external hiring for bargaining and non-bargaining unit positions through eCareer. This change will require that all job search, application, and selection activities be completed online. Pilot testing is scheduled to begin on May 27 in the Arkansas District, and we anticipate that the program will be implemented nationwide by the end of the fiscal year.

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-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-01692 Memorandum of Understanding, August 27, 2008
Re: Five-Day Break in Service for Transitional Employees

The National Association of letter Carriers, AFI-CIO (NALC) and the United States Postal Service understand and appreciate the importance of providing efficient and cost-effective service to our customers. The parties also recognize that the majority of NALC transitional employees were hired shortly after ratification of the 2006 National Agreement (September 11, 2007) and that required five-day service breaks (a five-day period not including separation and rehire dates) will occur within a short period of time. In order to provide a more orderly and efficient employment process, the parties agree to provide for staggered transitional employee reappointment dates as follows . . . .*Continued.*

M-01693 USPS Letter, October 8, 2008
As a matter of general interest, enclosed is the draft of a Postal Bulletin article announcing the "Penalty Overtime Exclusion" period for the calendar year 2008, as referenced in Article 8, Sections 4 and 5 of the NALC and APWU National Agreements.

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-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-01696 USPS Letter, October 16, 2008
As the November election nears, it is important for postal employees to be knowledgeable about the rights and restrictions under the Hatch Act to engage in political activities. The Office of Special Counsel (OSC) has recently advised the Postal Service of certain problems that have arisen in this area, and I would appreciate your assistance in ensuring that employees receive consistent and lawful information.

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-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.

M-01699 Interpretive Level Settlement. January 7, 2009
The issue in this grievance is whether assigning a casual employee to work in a different installation on a temporary basis violates Article 7.1.8 of the National Agreement. After reviewing the matter, we agree to close this grievance in accordance with the following:

Pursuant to the September 11, 2007, Memorandum of Understanding, Re: Article 7.1, "no city letter carrier casuals will be on the rolls later than December 9, 2007."

Accordingly, the issue of this case is moot.

M-01700 Memorandum of Agreement USPS/NALC/NRLCA, January 14, 2009
Re: Buras, LA 70041: The U.S. Postal Service, the National Association of Letter Carriers, AFL-CIO (NALC) and the National Rural Letter Carriers' Association (NRLCA) recognize that the devastation from Hurricane Katrina in the area serviced by the Buras, Louisiana Post Office resulted in a significant reduction in delivery points and the reassignment of the city letter carrier to another installation.

The parties agree that the remaining city delivery points in Buras, which number approximately 40 deliveries (and any former city delivery points that return), will be serviced temporarily by

the Rural Letter Carrier Craft. This agreement is temporary and will expire one year from the date below, at which time the parties will review conditions in Buras to determine whether renewal of this agreement is warranted.

M-01701 Questions and Answers (42) NALC Transitional Employees, March 26, 2009
The attached jointly-developed document provides the mutual understanding of the national parties on Issues related to NALC Transitional Employees and fully replaces the December 21, 2007, Questions and Answers (27), NALC Transitional Employees. This document may be updated if agreement is reached on additional matters related to transitional employees.

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-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 Manger 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-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.

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-01707 NALC Letter August 21, 2009

Over the past two months our representatives have engaged in discussions and correspondence regarding the implementation of Phase 2 of the National Reassessment Process (NRP). Those discussions have now been completed. The June 18, 2009 settlement on NRP expressly reflects our mutual agreement that "the NRP has not redefined or changed the Postal Service's obligation to provide limited duty or rehabilitation assignments for injured employees" and that "ELM 546 has not been amended." Nonetheless, we have grave doubts as to whether Phase 2 of NRP, as it has been described to us, can be implemented in a manner that is consistent with ELM 546 and/or the National Agreement. We intend to monitor the implementation of Phase 2 closely, and anticipate that numerous grievances will be filed at the local level. Of course, if we identify any interpretive issues, we will initiate a national interpretive dispute in accordance with the applicable provisions of Article 15.

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.

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.

M-01710 USPS Letter, October 9, 2009
Postal Service Labor Relations letter to President Rolando, notifying the NALC of the Penalty overtime exclusion period for calendar year 2009 [PP 26-09 WK1 thru PP 01-10 WK 2][12/5/09 thru 1/1/10].

M-01711 USPS Letter, October 13, 2009
USPS notice withdrawing their January 6, 2009 proposed revisions to ELM 540, Injury Compensation Program.

M-01712 Pre-arbitration Settlement, November 12, 2009, Q98N-4Q-C 00253411
Revisions to ELM Issue 15, Section 420, Wage Administration Policy for Bargaining Unit Employees (published in ELM Issue 16, August 2000) do not supersede the provisions of the National Agreement.

M-01713 Interpretive Step Agreement, January 5, 2010, Q06N-4Q-C 09038595
Resolves the issue of assigning a transitional employee to a residual vacancy rather than hiring a career employee when the vacancy is not being withheld pursuant to Article 12, there are no unassigned regular or full-time flexible employees available for assignment, and no part-time flexible employee is available for conversion.

M-01714 Interpretive Step Agreement, January 5, 2010, Q06N-4Q-C 09038589
Resolves the issue of the impact of eCareer on the Memorandum of Understanding Re: Transitional Employment Opportunities.

M-01715 Interpretive Step Agreement, January 5, 2010, Q06N-4Q-C 08217329
Resolves the issue of working transitional employees outside their employing installation on a temporary basis.

M-01716 Memorandum of Agreement, January 14 ,2010
Re: Buras, LA 70041

Temporary post-Katrina assignment of deliveries in Buras LA to rural delivery.

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-01737 Interpretive Step Settlement, September 29, 2010, 098N-4Q-C 02004560
The parties agree to resolve this case based on the following:

Should the union subsequently find any of the subject ELM revisions that it believes both directly relate to wages, hours, and working conditions of bargaining unit employees and are not fair, reasonable, or equitable, the union may initiate a dispute in accordance with paragraph 5 of the Memorandum of Understanding, Re: Article 19.

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-01739 USPS Letter, December 20, 2010
This correspondence, from USPS Headquarters, affirms TEs will receive uniform allowances of $298 during a first appointment. In addition, local installation heads can provide the same amount for each successive TE appointment period. It should be noted, however, that all uniforms should be collected from TEs upon separation of service. It is in the interest of both the Union and Postal Service to have TEs in proper uniforms as it is a reflection of our professionalism to the public.

M-01740 Memorandum of Understanding, January 10, 2011
RE: Multiple Days of Inspection

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.

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.

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.

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.

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-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-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-01767 Pre-Arbitration Settlement, July 21, 2011, Q01 N-4Q-C 08082288

City letter carriers on the attached list will be paid the lump sum amount indicated next to their

name.

The parties further agree that this settlement is non-precedential and may not be cited in any other case or forum, except to enforce its terms.

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-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-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.

M-01771 Postal Service directive, December 14, 2011
"Repositioning of LLV Right Side Mirrors" (8/1/2009 edition) is cleared for obsoletion on

12/12/2011. VMO-O1-09 is not replaced by any official Postal Service directive.

M-01772 Memorandum of Agreement, February 21, 2012
Re: Buras, LA 70041:

The USPS, NALC, and the NRLCA recognize that the devastation from Hurricane Katrina resulted in a significant reduction in delivery points and the reassignment of the city letter carrier to another installation. The parties agree that the remaining city delivery points in Buras, which number approximately 228 deliveries (and any former city delivery points that return), will be serviced temporarily by the rural letter carrier craft. This agreement is temporary and will expire in one year.

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-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.

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.

M-01776 USPS Response to NALC Questions, March 19, 2012

You expressed concern over the section which states “I am requesting FMLA protection for this absence This section requests information similar to questions used by the Interactive Voice Response (IVR) system when employees report absences. The employee is provided with the opportunity to request Family and Medical Leave Act (FMLA) protection for a new or current condition (with a current case number that has been approved or is pending approval). If an employee does not make a selection, the supervisor will follow up with discussion; which is similar to the IVR process when a selection is not made.

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-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 excessed 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-01779 USPS Letter, April 5, 2012, Q06N-4Q-C 11262542
USPS withdrawing its interpretive issuing filing in case.

M-01780 NALC Letter to Department of Labor, April 5, 2012
Notice of Proposed Rulemaking Concerning the Family Medical Leave Act.

M-01781 National Interest Arbitration Award, Arbitrator Healey, September 15, 1978

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.

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.

M-01784 National Convention Time Waiver, May 17, 2012
Thirty-one day moratorium on the time limits for the processing of all grievances at the local, regional, and national levels due to the NALC's 68th Biennial Convention.

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*

M-01786 U.S. Supreme Court Case 363 U.S. 574, Steelworkers v. Warrior & Gulf, June 20, 1960

M-01787 United States Supreme Court, **Enterprise Wheel & Car Corp, June 20, 1960**
This case the court established that arbitrators have flexibility when it comes to formulating remedies the court wrote:

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.

M-01788 U.S. Supreme Court McDONNELL DOUGLAS CORP. v. GREEN, 411 U.S. 792, May 14, 1973
Early substantive ruling by the United States Supreme Court regarding the burdens and nature of proof in proving a Title VII case and the order in which plaintiffs and defendants present proof. It was the seminal case in the McDonnell Douglas burden-shifting framework.

M-01789 Supreme Court ruling *NLRB v. WEINGARTEN, INC.,* 420 U.S. 251, 1975
Federal labor law, in what is known as the Weingarten rule, gives each employee the right to representation during any investigatory interview which he or she reasonably believes may lead to discipline.

M-01790 U.S. Supreme Court LETTER CARRIERS v. AUSTIN, OLD DOMINION BRANCH NO. 496, June 25, 1974
Supreme Court decision confirming the right of an NALC Branch to place a list of “scabs” on the bulletin board.

M-01791 U.S. Supreme Court, *Trans World Airlines, Inc. v. Hardison,* June 16, 1977
The Court held the TWA could not unilaterally breach its collective bargaining agreement with the union in order to accommodate Hardison's religious beliefs.

M-01792 U.S. Supreme Court, GARRITY ET AL. v. NEW JERSEY, 1967
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.

M-01793 U.S. Supreme Court, STEELWORKERS v. AMERICAN MFG. CO., 363 U.S. 564, June 20, 1960
Decision supporting a presumption of arbitrability "the function of the court is confined to ascertaining whether the party seeking arbitration is making a claim which on its face is governed by the contract, and the court has no business weighing the merits of the grievance, considering whether there is equity in a particular claim, or determining whether there is particular language in the written instrument which will support the claim.

M-01794 Number not used

M-01795 Number not used

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-01797 Memorandum of Understanding, October 9, 2012
The NALC and USPS have entered into a Memorandum of Understanding which will alleviate some of the staffing issues in many delivery units by providing for: a) the conversion of over 6,000 part-time flexible city letter carriers to full-time regular, b) the filling of vacant residual CC-01 and CC-02 positions that are not withheld for Article 12, and c) the limited authorization to hire an additional 3,400 bargaining unit transitional employees.

M-01798 NALC Letter, October 17, 2012 Q06N-4Q-C 12085075

NALC withdrawing case from national level arbitration.

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.

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 I 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. I 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-01801 Memorandum of Understanding, February 4, 2013
Re: Buras, LA 70041

The USPS, NALC, and the NRLCA recognize that the devastation from Hurricane Katrina resulted in a significant reduction in delivery points and the reassignment of the city letter carrier to another installation. The parties agree that the remaining city delivery points in Buras, which currently number approximately 210 deliveries (and any former city delivery points that return), will be serviced temporarily by the rural letter carrier craft. This temporary agreement expires January 29, 2014, at which time the parties will review conditions in Buras and determine if renewal of the agreement is warranted.

M-01802 Joint Q&As regarding Transitional Employees, February 20, 2013
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.

M-01804 Q&As Regarding CCAs March 7, 2013

M-01805 U.S. Department of Labor, Employee Rights and Responsibilities Under the Family and Medical Leave Act, February 2013

M-01806 Joint Agreement to Remand Case Q06N-4Q-C 13011231
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-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-01810 Join *Questions and Answers-2011 National Agreement*, April 12, 2013
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 7, 2013, Questions and Answers, City Carrier Assistants.

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-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-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-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-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.

M-01816 Interpretive Step Settlement, MAY 8, 2013, Q06N-4Q-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-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-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-01819 "Questions and Answers—2011 NALC-USPS National Agreement:", May 22, 2013
This jointly-developed document (M-01819) provides the updated mutual understanding of the national parties on issues related to 2011 NALC-USPS National Agreement. It is separated in two sections: the first concerns city carrier assistants (CCAs) and the second addresses other contractual provisions. This document fully replaces the April 12, 2013, Questions and Answers, 2011 NALC/USPS National Agreement (M-01810). New questions and responses are identified by underscoring. New questions and answers are included that explain the uniform program for CCAs. This document may be updated if agreement is reached on additional matters concerning the new collective bargaining agreement.

M-01820 Article 8 Task Force Equitability Test, June 3, 2013
Members of the Article 8 Task Force established by the Das interest arbitration award reached agreement on testing a new way of determining equitable overtime distribution. This test begin Oct. 1, 2013, and continues for one year in 22 districts across the country. To read more about the test, to see a list of the districts included and district NALC contacts, see the City Delivery article and Contract Talk section from the July 2013 Postal Record. If you have any questions regarding the test, please contact your branch president or the NALC person listed in the Contract Talk section for your district.

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-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-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-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-01825 Memorandum of Understanding, September 25, 2013
Re: 2011 USPS/NALC National Agreement

For the purposes of clarity, the national parties agree to make changes to language in the January 10, 2013, Interest Arbitration Award. The revised language has been incorporated into the final version of the USPS/NALC 2011 collective-bargaining agreement.

M-01826 Memorandum of Understanding, October 22, 2013
Re: Sunday Delivery – City Carrier Assistant Staffing

NALC and the Postal Service agreed that city carrier assistants who served as city carrier TEs directly before their initial CCA appointment will not serve a probationary period when converted to full-time career status during the term of this MOU, which is effective through March 31, 2014. The parties also agreed to jointly monitor on a weekly basis at the national level the necessary CCA resources during the implementation of the MOU Re: Residual Vacancies - City Letter Carrier Craft (M-01824) and the Sunday parcel delivery test. Additionally, to assist with the significant increase of parcel volume expected over the holiday season, holiday carrier assistants, which were an option beginning in 2014 per the 2011 National Agreement, will now be available during December 2013.

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-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-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:

2. 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.

3. 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.

4. 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.

5. 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-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-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-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.

M-01833 Questions and Answers – 2011 USPS/NALC National Agreement, March 6, 2014

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 May 22, 2013, Questions and Answers, 2011 USPS/NALC National Agreement (M-01819). 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.

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-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.

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 signup 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-01837 Pre-arbitration Settlement, March 31, 2014
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-01838 Time-limit Waiver For All Grievances Due to the National Convention, May 8, 2014
Thirty-one day moratorium on the time limits for the processing of all grievances at the local, regional, and national levels due to the NALC's 69th Biennial Convention.

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 12.4.0, 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-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-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-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.

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-01844 Memorandum of Understanding, Sept. 23, 2014
Re: Holiday Carrier Assistants

The parties agree that, effective the date of this agreement, the Postal Service may hire annuitants to serve as holiday carrier assistants during the December 2014 period. However, such employees shall not perform city letter carrier craft work prior to the four week December period in accordance with the Memorandum of Understanding *Re: Additional Resources - Holiday Carrier Assistant.*

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-01848 Article 8 Equitability Test Extension, Sept. 25, 2014

The parties agreed to extend the Article 8 equitability test until December 31, 2014, in the twenty-two districts participating (M-01848). The test was established by a June 3, 2013, agreement (M-01820) resulting from the National Article 8 Task Force.

M-01849 - Extension of zone selection period for CDRAAP 2014-2015 until Nov. 21, 2014.

M-01850 Article 8 Equitability Test Extension, December 3, 2014
The NALC and USPS have agreed to extend the ongoing Article 8 equitability test until March 31, 2015, in the twenty-two districts currently participating (M-01850). The test was established by a June 3, 2013 agreement (M-01820) resulting from the National Article 8 Task Force. The test was previously extended until December 31, 2014 (M-01848).

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-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/cancelation 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-01853 Memorandum of Understanding, January 12, 2015
Re: Buras, LA 70041

The parties recognize that the devastation from Hurricane Katrina in the area serviced by the Buras, Louisiana Post Office resulted in a significant reduction in delivery points and the reassignment of the city letter carrier to another installation.

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-01855 Article 8 Task Force Equitability Test Extension, March 13, 2015
The parties agree to extend the June 3, 2013 Article 8 Task Force Equitability Test agreement through June 30, 2015. This agreement is applicable to the twenty-two Districts currently participating in the test.

This agreement is without prejudice to the position of either party in this or any other matter. The agreement may not be cited by either party in any forum unless it is for the purpose of enforcing the terms of the agreement.

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-01857 Memorandum of Understanding, April 1, 2015
NALC and the Postal Service agree that city carrier assistants (CCAs) who served a cumulative 360 days as a city carrier assistant directly before being converted to full-time career status will not serve a probationary period during the term of this MOU, which is effective through May 20, 2016. The parties also agree to continue jointly monitoring on a weekly basis at the national level the necessary CCA resources during the implementation of the MOU Re: Full-time Regular Opportunities – City Letter Carrier Craft (M-01856) and the Sunday parcel delivery test.

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-01859 May 8, 2015, **Relay Time and the COR Program - Q06N-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-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.

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 ECRLOT), the bundle would not meet the subject criteria.

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.

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.

M-01864 Step 4 Settlement, October 1, 2015, Q06N-4Q-C 12217367 – Uniform Purchases
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.

M-01865 Memorandum of Understanding, November 13, 2015
Re: Self Plus One Healthcare Coverage

The parties agree that the Postal Service will make bi-weekly contributions for plans under the Self Plus One enrollment type in the Federal Employees Health Benefits program for plan year 2016. The Employer contribution will be 76% of the applicable weighted average bi-weekly premiums as determined by the Office of Personnel Management, and the limitation upon the Employer's contribution towards any individual employee will be 79.25%.

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-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-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 J06N-4J-C 08321007, Alpena, Michigan) should be processed in accordance with Article 15 of the National Agreement.

M-01869 Memorandum of Agreement, February 23, 2016

The U.S. Postal Service, the National Association of Letter Carriers, AFL-CIO (NALC) and the National Rural Letter Carriers' Association (NRLCA) recognize that the devastation from Hurricane Katrina in the area serviced by the Buras, Louisiana Post Office resulted in a significant reduction in delivery points and the reassignment of the city letter carrier to another installation. The parties agree that the remaining city delivery points in Buras, which number approximately 274 deliveries (and any former city delivery points that return) will be serviced temporarily by the Rural Letter Carrier Craft. This agreement is temporary and will expire on February 23, 2017, at which time the parties will review conditions in Buras to determine whether renewal of this agreement is warranted.

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-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.

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.

M-01873 Mutual Agreement to Close Case Q06N-4Q-C-13031740, March 16, 2016

M-01874 Time Limit Waiver for All Grievances Due to the National Convention, March 16, 2016
Thirty-one day moratorium on the time limits for the processing of all grievances at the local, regional, and national levels due to the NALC's 70th Biennial Convention.

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).

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.

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-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-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-01880 – October 28, 2016 - Q11N-4Q-C 17018140
The file indicates that the American Postal Workers Union, AFL-CIO (APWU) intervened in the arbitration hearing on case number B11N-4B-C 14329620 and subsequently declared the case involved an interpretive issue. After reviewing the entirety of this case, the parties agree that it does not contain an interpretive issue within the meaning of Article 15 of our collective bargaining agreement.

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.

M-01882 USPS Letter, December 14, 2016
This Postal Service remains fully committed to the provisions of the February 14, 1992, Joint Statement on Violence and Behavior in the Workplace. Prevention of work-related violence, harassment, intimidation, threats or bullying by anyone remains as important today as it was the day the Joint Statement was signed. There is no excuse for and there must be no tolerance of any of the behaviors covered by the Joint Statement.

M-01883 Memorandum of Agreement, Feb. 7, 2017

Re: Buras, LA 70041

USPS, NALC and NRLCA recognize that the devastation from Hurricane Katrina in the area serviced by the Buras, LA, post office resulted in a significant reduction in delivery points and the reassignment of the city letter carrier to another installation. The parties agree that the remaining city delivery points in Buras, which currently number approximately 274 deliveries (and any former city delivery points that return), will be serviced temporarily by the rural letter carrier craft. This temporary agreement expires Feb. 7, 2018, at which time the parties will review conditions in Buras and determine if renewal of the agreement is warranted.

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-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.

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-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-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-01889 Memorandum of Agreement, March 14, 2018
Re: Buras, LA 70041

USPS, NALC and NRLCA recognize that the devastation from Hurricane Katrina in the area serviced by the Buras, LA, post office resulted in a significant reduction in delivery points and the reassignment of the city letter carrier to another installation. The parties agree that the remaining city delivery points in Buras, which currently number approximately 302 deliveries (and any former city delivery points that return), will be serviced temporarily by the rural letter carrier craft. This temporary agreement expires March 14, 2019, at which time the parties will review conditions in Buras and determine if renewal of the agreement is warranted. Tripartite agreement with USPS and NRLCA providing temporary reassignment of 302 delivery points in Buras, LA to the rural letter carrier craft due to devastation associated with Hurricane Katrina. This agreement expires on March 14, 2019.

M-01890 Memorandum of Understanding, April 24, 2018
Re: 2016-2019 National Agreement

The NALC and USPS agreed to several non-substantive changes to the Proposed 2016-2019 National Agreement that was used during the ratification process.

M-01891 Time Limit Waiver For All Grievances Due to the National Convention, May 17, 2018
Time limit waiver for all grievances due to the National Convention. Thirty-one day moratorium on the time limits for the processing of all grievances at the local, regional, and national levels due to the NALC's 71th Biennial Convention.

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-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.

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-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*.

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.

M-01898 USPS Letter, October 22, 2018, Q16N-4Q-C18342183
After reviewing this case, the parties agree that it does not contain an interpretive issue within the meaning of Article 15 of our collective bargaining agreement. Additionally, local grievance number E16N-4E-C 18215723 was resolved on October 4, 2018.

M-01899 Memorandum of Understanding, November 19, 2018
Re: Holiday Carrier Assistants

NALC and the Postal Service agree that Holiday Carrier Assistants may be hired prior to the start of the four-week December period solely for the purpose of training.

M-01900 Interpretative Step Settlement, November 21, 2018, Q16N-4Q-C 18034111
NALC and the Postal Service have mutually agreed to close national interpretive grievance Q16N-4Q-C 18034111 concerning the Work Year calculation for the 2016 National Agreement. Any grievance(s) held for this case will be closed.

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.

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-01903 Memorandum of Understanding, April 3, 2019
Re: Buras, LA 70041

USPS, NALC and NRLCA recognize that the devastation from Hurricane Katrina in the area serviced by the Buras, LA, post office resulted in a significant reduction in delivery points and the reassignment of the city letter carrier to another installation. The parties agree that the remaining city delivery points in Buras, which currently number approximately 314 deliveries (and any former city delivery points that return), will be serviced temporarily by the rural letter carrier craft. This temporary agreement expires April 3, 2020, at which time the parties will review conditions in Buras and determine if renewal of the agreement is warranted.

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-01905 Memorandum of Understanding, August 19, 2019
Re: Holiday Carrier Assistant Training

The parties recognize the importance of properly training all city letter carriers in order to provide efficient, high-quality service to our customers.

To that end, the parties agree that for calendar year 2019, the Postal Service may employ Holiday Carrier Assistants prior to the start of the four-week December period solely for the purpose of training.

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-01907 Memorandum of Agreement, February 10, 2020, Q11N-4Q-C 13212958
NALC and the Postal Service have mutually agreed to close national interpretive grievance Q11N-4Q-C 13212958 concerning the conversion of CCAs to career status under the 2011-2016 National Agreement. Any grievance(s) held for this case has been resolved.

M-01908 Memorandum of Agreement, February 19, 2020, Q16N-4Q-C 19234222
NALC and the Postal Service have mutually agreed to postpone interpretive grievance Q16N-4Q-C 19234222 regarding the delay in implementing Arbitrator Goldberg's Award in Case No. Q15C-4Q-C 17697250 which was issued August 6, 2018.

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-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-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-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-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-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-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-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-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.

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-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-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-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-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-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-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-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-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-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-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-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-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-01956 Interpretative Step 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-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-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-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-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.

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-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.)

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-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-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-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-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-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-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.

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-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-01987 Notice of Time Limit Moratorium For All Grievances Due to National Convention, July 12, 2022

This serves as the National Association of Letter Carriers' official request for a thirty-one day moratorium on time limits for the processing of all grievances at the local, regional and national levels due to the National Association of Letter Carrier's 72nd Biennial Convention.

M-01988 Memorandum of Understanding, March 15, 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.

M-01989 Memorandum of Understanding, September 23, 2022
Re: Holiday Carrier Assistant Training

NALC and the Postal Service agree that Holiday Carrier Assistants may be hired prior to the start of the four-week December period solely for the purpose of training.

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-01992 Memorandum of understanding, April 4, 2023
Re: Sorting and Delivery Center Installation Designation

The agreed upon procedures and rules specific to the USPS installations being housed within the Utica, NY and Bryan, TX Sorting and Delivery Centers (S&DC).

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-01994 Letter from USPS to NALC, June 2, 2023
Re: Continuing bidding procedures during negotiations

Letter acknowledging the bidding procedures outlined in Article 12.3.A of the National Agreement, are renewed effective May 21, 2023. Employees are allowed to continue bidding during the period of ongoing contract negotiations and/or in the event of an impasse. Successful bids subsequent to May 21, 2023, will be counted toward the maximum bids established in the next agreement.

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-01996 Memorandum of understanding, November 29, 2023
Re: Modified Delivery Unit Optimization – San Rafael, CA

Memorandum of understanding (MOU) outlining the agreed upon guidelines for the implementation of a Modified Delivery Unit Optimization (MDOU) process when moving city carriers from the Corte Madera, CA Installation into the San Rafael, CA Installation.

M-01997 Memorandum of understanding, November 29, 2023
Re: Modified Delivery Unit Optimization – Mill Valley, CA

Memorandum of understanding (MOU) outlining the agreed upon guidelines for the implementation of a Modified Delivery Unit Optimization (MDOU) process when moving city carriers from the Corte Madera, CA Installation into the Mill Valley, CA Installation.

M-01998 Memorandum of Understanding, December 29, 2023
Re: Extension of the Technology Integrated Alternate Route Evaluation and Adjustment Process 2022-2023

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

M-02000 Interpretive Step Settlement, March 1, 2024, Q06N-4Q-C 11377406
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 remailing issues will be subsequently resolved in accordance with the collective bargaining agreement.

M-02001 Interpretive Step Settlement, March 1, 2024, Q06N-4Q-C 12180373
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.

M-02002 Memorandum of understanding, June 21, 2024
Re: Annual Leave Carryover for Leave Year 2025

The national parties agreed 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.

M-02003 Memorandum of understanding, July 1, 2024
Re: Movement of City Delivery Routes – Lynnwood, WA

The MOU outlines the agreed upon procedures to be followed for specific delivery zones being moved from the Lynnwood, WA Installation to the Everett, WA Sorting and Delivery Center (S&DC).

M-02004 Notice of Time Limit Moratorium for All Grievances Due to National Convention, July 11, 2024

The 31-day moratorium on the time limits for the processing of all grievances at the local, regional, and national levels begins Saturday, July 27 and concludes Monday, Aug. 26.

M-02005 Memorandum of understanding, September 9, 2024
Re: Holiday Carrier Assistant Training

The NALC and the Postal Service have agreed that Holiday Carrier Assistants may be hired prior to the start of the four-week December period solely for the purpose of training.

M-02006 Memorandum of understanding, September 30, 2024
Re: Alternate Route Adjustment Process – Sorting and Delivery Centers (ARAP-S&DC)

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
Re: Alternate Route Adjustment Process – Sorting and Delivery Centers (ARAP-S&DC)

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).

M-02008 National-level Agreement, 6X19N-6X-C 23546250, April 17, 2025
The NALC and USPS have reached an agreement addressing the use of the large capacity hampers (blue hampers) at an S&DC. In accordance with Article 15, a review of a possible interpretive issue was initiated on May 10, 2024. The parties agreed that no interpretive issue was found. Additionally, the Job Safety Analysis (JSA), Carriers Using Large Capacity Hampers, July 18, 2024, should be utilized for the use of these hampers in S&DCs and other delivery units.

M-02009 – Memorandum of understanding, May 27, 2025
The national parties have issued a Memorandum of Understanding (MOU) to resolve outstanding issues from Arbitrator Nolan's award, which set the terms of the 2023-2026 National Agreement (issued March 21, 2025). Provisions to Article 8 in the 2023-2026 National Agreement, which modified the language of the 2019-2023 National Agreement, shall be implemented on July 1, 2025. Additionally, the MOU Re: New Employee Experience, Retention and Mentoring Program shall also be implemented on July 1, 2025.

M-02010 – USPS/NALC developed document, July 7, 2025
This jointly-developed document provides the mutual understanding of issues related to the New Employee Experience Retention and Mentoring Program (NEERMP). The document will be updated if additional agreements are reached on matters related to the NEERMP.

M-02011 – USPS/NALC developed document, July 10, 2025
This jointly-developed document provides the mutual understanding of issues related to specific provisions of Article 8 of the 2023-2026 USPS/NALC National Agreement.

M-02012 – One-Week Grievance Moratorium, July 16, 2025
NALC has agreed to a moratorium on the processing of grievances, disciplinary actions, and arbitration hearings at the National, Regional, and District levels for the period of August 18 – August 22, 2025, due to USPS Labor Relations at the Headquarters, Area, and District levels attending a

Labor Relations meeting. This moratorium does not apply to the filing of Informal Step A grievances, requests for information, or requests for steward time at the local level.

M-02013 – Memorandum of understanding, September 5, 2025
Re: Monetization of Annual Leave

Career employees covered under the NALC agreement may sell back up to eighty (80) hours of annual leave prior to the beginning of the leave year. To qualify, employees must be at the maximum annual leave carryover limit at the start of the leave year and must have used fewer than seventy-five (75) hours of sick leave in the previous leave year.

M-02014 – Memorandum of understanding, September 5, 2025
Re: Annual Leave Carryover for Leave Year 2026

Regular work force career employees covered by the USPS-NALC National Agreement are allowed to carry over 520 hours of accumulated annual leave from leave year 2025 to leave year 2026. 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 at the conclusion of the 2026 year.