

A GUIDE FOR **UNDERSTANDING** **EXCESSING** **RULES**



BY
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JCAM Section 4. Introduction and Overview—Excessing and Withholding, Article 12, Sections 4 and 5

The provisions of Article 12 of the 2006 National Agreement are substantially the same as those in the 1994 National Agreement. Despite the fact that NALC has negotiated separately since 1994, the parties agreed to leave the provisions of Article 12 unchanged in order to reflect their understanding that there was to be no change in their application. As a result, Article 12.4 & 12.5 still contain references to other bargaining units and have entire sections that have no application in the letter carrier craft. The sections that do not apply to the letter carrier craft will be specifically identified below.

Viewed from a broad perspective, the excessing provisions of Article 12 are intended to protect career postal employees by providing a mechanism for reducing the number of career employees faster than is possible through normal attrition. These provisions are inherently complicated since they were negotiated to be applied in a variety of different situations. The Article 12 excessing provisions fall into two main sections: Article 12.4, 12.5.A & 12.5.B contain the general principles that apply to all excessing situations. Article 12.5.C contains the various provisions that apply in specific excessing situations.

Superseniority. The excessing provisions of Article 12.4 & 12.5 must be read in conjunction with the “superseniority” provisions of Article 17.3, which provide in pertinent part:

While serving as a steward or chief steward, an employee may not be involuntarily transferred to another tour, to another station or branch of the particular post office or to another independent post office or installation unless there is no job for which the employee is qualified on such tour, or in such station or branch, or post office.

The superseniority rights of stewards supersede the provisions of Article 12. Thus, stewards are the last to be excessed from a section, the craft or an installation regardless of their seniority or their full or part-time status. See Arbitrator Britton H7N-5C-C 17075, July 27, 1988 (C-08504) and Step 4 H1N-2B-C 7422, October 25, 1983 (M-00077).

12.4.A Section 4. Principles of Reassignments

A. A primary principle in effecting reassignments will be that dislocation and inconvenience to employees in the regular work force shall be kept to a minimum, consistent with the needs of the service. Reassignments will be made in accordance with this Section and the provisions of Section 5 below.

Article 12, Section 4.A: This section is applicable to all excessing situations. It states the general rule, repeated in Article 12.5.B.1 below,

that dislocation and inconvenience to employees in the regular work force must be kept to a minimum. To accomplish this Article 12.5.C identifies the different circumstances under which excessing may occur and the correct procedures in each.

When an LMOU identifies sections for reassignments to the same craft within an installation as authorized by Article 30.B-18, the special rules provided for in Article 12.5.C.4.b apply.

When management needs to reduce the number of employees in an installation other than by attrition, the following applies:

- Management must seek to excess employees to another craft in the same installation under the provisions of Article 12.5.C.5.a(4).
- Then, management must seek to excess employees to same craft in another installation under the provisions of Article 12.5.C.5.b(1).
- Finally, management may then seek to excess employees to another craft in another installation under the provisions of Article 12.5.C.5.b(2).

For example, it is a violation for management to excess a clerk to the carrier craft in another installation under the provisions of Article 12.5.C.5.b(2) when it could instead have excessed the clerk to a clerk craft position in another installation under the provisions of Article 12.5.C.5.b(1).

12.4.B B. When a major relocation of employees is planned in major metropolitan areas or due to the implementation of national postal mail networks, the Employer will apply this Article in the development of the relocation and reassignment plan. At least 90 days in advance of implementation of such plan, the Employer will meet with the Unions at the national level to fully advise the Unions how it intends to implement the plan. If the Unions believe such plan violates the National Agreement, the matter may be grieved.

Such plan shall include a meeting at the regional level in advance (as much as six months whenever possible) of the reassignments anticipated. The Employer will advise the Unions, based on the best estimates available at the time, of the anticipated impact; the numbers of employees affected by craft; the locations to which they will be reassigned; and, in the case of a new installation, the anticipated complement by tour and craft. The Unions will be periodically updated by the Region should any of the information change due to more current data being available.

Article 12, Section 4.B. This section is administered at the national level with the assistance of the National Business Agents in the affected regions. Any branches impacted by such a “major relocation” will be kept informed through the office of the National Business Agent.

12.4.C C. When employees are excessed out of their installation, the National Business Agent of the Union may request at the Area level a comparative work hour report of the losing installation 60 days after the excessing of such employees.

If a review of the report does not substantiate that business conditions warranted the action taken, such employees shall have their retreat rights activated. If the retreat right is denied, the employees have the right to the grievance-arbitration procedure.

Comparative Work Hour Report. Prior to a change made in the 2001 National Agreement, Comparative Work Hour Reports were requested at the national level. Now they are requested by the National Business Agent through the Area Manager, Labor Relations. The National Business Agent may request the comparative work hour report of the losing installation sixty days after excessing.

The comparative work hour report will include the following for the thirty days prior to and thirty days after the excessing: Total number of employees, total straight-time work hours, total overtime work hours, total limited duty work hours and total light duty work hours in each of the following categories:

- Full-time regular and full-time flexible letter carriers
- Part-time regular letter carriers
- Part-time flexible letter carriers
- Letter carrier Transitional Employees
- Letter carrier casual employees

A comparative work hour report is used to analyze whether excessing outside the installation was warranted by business conditions. If a Step B Team requires a Comparative Work Hour Report to decide a grievance concerning excessing outside an installation, the grievance will be remanded to the Formal Step A level to be held until the report is received. The report will become part of the official record of the grievance. If the Formal Step A parties are unable to resolve the grievance after the report is received, the grievance may be re-appealed to Step B.

Retreat Rights. If, upon analysis, the Comparative Work Hour Report indicates that excessing was not necessary, excessed city letter carriers shall have their retreat rights activated. Failure to activate retreat rights under such circumstances may be subject to a separate timely grievance.

12.4.D D. In order to minimize the impact on employees in the regular work force, the Employer agrees to separate, to the extent possible, casual employees working in the affected craft and installation prior to excessing any regular employee in that craft out of the installation. The junior full-time employee who is being excessed has the option of reverting to part-time flexible status in his/her craft, or of being reassigned to the gaining installation.

Whenever management proposes to excess letter carriers out of an installation, or excess employees, regardless of craft, from another installation into the letter carrier craft, all casual employees in the losing installation must first be separated "to the extent possible."

A junior full-time employee always has the option of voluntarily reverting to part-time flexible status in his/her own craft and installation rather than being excessed to another installation. However, the Postal Service may never require an employee to revert to part-time flexible status in such circumstances.

12.5.A Section 5. Reassignments

A. Basic Principles and Reassignments

Article 12.5.A.1-8 are merely a table of contents for the application of Article 12.5.C. As indicated below, each of the numbered sections in Article 12, Section 5.A 1-8 refers to a specific section of Article 12.5.C.

- 12.5.A.1** When it is proposed to:
1. Discontinue an independent installation;

The reference is to Article 12.5.C.1.

- 12.5.A.2** 2. Consolidate an independent installation (i.e., discontinue the independent identity of an installation by making it part of another and continuing independent installation);

The reference is to Article 12.5.C.2.

- 12.5.A.3** 3. Transfer a classified station or classified branch to the jurisdiction of another installation or make an independent installation;

The reference is to Article 12.5.C.3.

- 12.5.A.4** 4. Reassign within an installation employees excess to the needs of a section of that installation;

The reference is to Article 12.5.C.4.

- 12.5.A.5** 5. Reduce the number of regular work force employees of an installation other than by attrition;

The reference is to Article 12.5.C.5.

- 12.5.A.6** 6. Centralized mail processing and/or delivery installation (Clerk Craft only);

COMPARATIVE WORK HOUR REPORT

OFFICE _____

DATE: TO/FROM _____

30 DAYS PRIOR TO EXCESSING

EXCESSING DATE: _____

FULL TIME REGULAR

- TOTAL NUMBER OF EMPLOYEES _____
- TOTAL STRAIGHT TIME WORK HOURS _____
- TOTAL OVERTIME WORK HOURS _____
- TOTAL LIMITED DUTY WORK HOURS _____
- TOTAL LIGHT DUTY WORK HOURS _____

FULL TIME FLEXIBLE

- TOTAL NUMBER OF EMPLOYEES _____
- TOTAL STRAIGHT TIME WORK HOURS _____
- TOTAL OVERTIME WORK HOURS _____
- TOTAL LIMITED DUTY WORK HOURS _____
- TOTAL LIGHT DUTY WORK HOURS _____

PART TIME REGULAR

- TOTAL NUMBER OF EMPLOYEES _____
- TOTAL STRAIGHT TIME WORK HOURS _____
- TOTAL OVERTIME WORK HOURS _____
- TOTAL LIMITED DUTY WORK HOURS _____
- TOTAL LIGHT DUTY WORK HOURS _____

PART TIME FLEXIBLE

- TOTAL NUMBER OF EMPLOYEES _____
- TOTAL STRAIGHT TIME WORK HOURS _____
- TOTAL OVERTIME WORK HOURS _____

- TOTAL LIMITED DUTY WORK HOURS _____
- TOTAL LIGHT DUTY WORK HOURS _____

LETTER CARRIER TRANSITIONALS

- TOTAL NUMBER OF EMPLOYEES _____
- TOTAL STRAIGHT TIME WORK HOURS _____
- TOTAL OVERTIME WORK HOURS _____
- TOTAL LIMITED DUTY WORK HOURS _____
- TOTAL LIGHT DUTY WORK HOURS _____

30 DAYS AFTER EXCESSING

FULL TIME REGULAR

- TOTAL NUMBER OF EMPLOYEES _____
- TOTAL STRAIGHT TIME WORK HOURS _____
- TOTAL OVERTIME WORK HOURS _____
- TOTAL LIMITED DUTY WORK HOURS _____
- TOTAL LIGHT DUTY WORK HOURS _____

FULL TIME FLEXIBLE

- TOTAL NUMBER OF EMPLOYEES _____
- TOTAL STRAIGHT TIME WORK HOURS _____
- TOTAL OVERTIME WORK HOURS _____
- TOTAL LIMITED DUTY WORK HOURS _____
- TOTAL LIGHT DUTY WORK HOURS _____

PART TIME REGULAR

- TOTAL NUMBER OF EMPLOYEES _____
- TOTAL STRAIGHT TIME WORK HOURS _____

- TOTAL OVERTIME WORK HOURS _____
- TOTAL LIMITED DUTY WORK HOURS _____
- TOTAL LIGHT DUTY WORK HOURS _____

PART TIME FLEXIBLE

- TOTAL NUMBER OF EMPLOYEES _____
- TOTAL STRAIGHT TIME WORK HOURS _____
- TOTAL OVERTIME WORK HOURS _____
- TOTAL LIMITED DUTY WORK HOURS _____
- TOTAL LIGHT DUTY WORK HOURS _____

LETTER CARRIER TRANSITIONALS

- TOTAL NUMBER OF EMPLOYEES _____
- TOTAL STRAIGHT TIME WORK HOURS _____
- TOTAL OVERTIME WORK HOURS _____
- TOTAL LIMITED DUTY WORK HOURS _____
- TOTAL LIGHT DUTY WORK HOURS _____

DATA COMPILED BY: _____

DATE: _____

JCAM Section 6. Principles of Excessing

- 12.5.B.3** 3. No employee shall be allowed to displace, or “bump” another employee, properly holding a position or duty assignment.

Excessed employees may normally be placed only in residual vacancies. This includes withheld residual assignments that have been opted for under the provisions of Article 41.2.B. Employees excessed under the terms of the National Agreement are never allowed to displace or bump the incumbent employees in bid positions.

When two or more employees are excessed into the same unit at the same time, or when there are more residual vacancies than employees being excessed into a unit, management must allow the excessed employees to exercise their preference by use of their seniority.

- 12.5.B.4** 4. Unions affected shall be notified in advance (as much as six (6) months whenever possible), such notification to be at the regional level, except under A.4 above, which shall be at the local level.

Advance Notice. The NALC is entitled to advance notice whenever a letter carrier is excessed or whenever an employee from another craft is excessed into the letter carrier craft. Whenever possible, as much as six months advance notice must be made to the National Business Agent except in those cases which concern the reassignment to the same craft within an installation of employees excess to the needs of a section of that installation (See Article 12.5.C.4, below). In these cases notification must be made to the local union.

- 12.5.B.5** 5. Full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another shall be given not less than 60 days advance notice, if possible. They shall receive moving, mileage, per diem and reimbursement for movement of household goods, as appropriate, if legally payable, as governed by the standardized Government travel regulations as set forth in the applicable Handbook.

Article 12.5.B.5 establishes two separate rights:

- Full-time and part-time flexible employees involuntarily *detailed or reassigned* from one installation to another shall be given not less than sixty days advance notice, “if possible.” Note that this provision applies not only to those employees who are involuntarily “reassigned” or excessed from one installation to another, but also to *employees, including part-time flexibles, who are temporarily detailed* on an involuntary basis (see Settlement C94N-4C-C 99224809, September 26, 2002 M-01470).
- Eligible excessed employees receive moving, mileage, per diem and reimbursement for movement of household goods in accordance with the regulations contained in the applicable Handbook. Currently the regulations are in the *Handbook F-12, Relocation for Bargaining Employees and F-15, Travel and Relocation*.

- 12.5.B.6** 6. Any employee volunteering to accept reassignment to another craft or occupational group, another branch of the Postal Service, or another installation shall start a new period of seniority beginning with such assignment, except as provided herein.

Article 12.5.B.6. This provision is consistent with the provisions of Article 41.2.G.

- 12.5.B.7** 7. Whenever changes in mail handling patterns are undertaken in an area including one or more postal installations with resultant successive reassignments of clerks from those installations to one or more central installations, the reassignment of clerks shall be treated as details for the first 180 days in order to prevent inequities in the seniority lists at the gaining installations. The 180 days is computed from the date of the first detail of a clerk to the central, consolidated or new installation in that specific planning program. If a tie develops in establishing the merged seniority roster at the gaining installation, it shall be broken by total continuous service in the regular work force in the same craft.

Article 12.5.B.7. This section does not apply to the letter carrier craft.

- 12.5.B.8** 8. In determining seniority of special delivery messengers who received career status under Civil Service Regulation 3.101, that period of continuous service as a special delivery messenger prior to attaining career status shall be included.

Article 12.5.B.8. This section does not apply to the letter carrier craft.

- 12.5.B.9** 9. Whenever in this Agreement provision is made for reassignments, it is understood that any full-time or part-time flexible employee reassigned must meet the qualification requirements of the position to which reassigned.

Article 12.5.B.9. The minimum qualification standards for Carrier Technician positions include one year of experience as a city carrier and either successful completion of a four year high school curriculum, or a second year of postal experience. If employees from other crafts do not meet this requirement, they may not be excessed into Carrier Technician positions. See also the discussion of withholding Carrier Technician positions under Article 12.5.B.2, above.

- 12.5.B.10** 10. Whenever the provisions of this Section establishing seniority are inconsistent with the provisions of the Craft Article of this Agreement, the provisions of the Craft Article shall prevail.

Article 12.5.B.10. This language requires that the craft article seniority provisions determine the seniority of employees excessed from one craft to another. Under the provisions of Article 41.2.G employees from another craft excessed into the letter carrier craft begin a new period of

seniority. They will be junior to all current part-time flexibles, and not just one day junior to the junior full-time regular.

- 12.5.B.11** 11. It is understood that any employee entitled hereunder to a specific placement may exercise such entitlement only if no other employee has a superior claim hereunder to the same position.

Article 12.5.B.11. This section states the self-evident. If two or more employees are entitled to "a specific placement," the position must be given to the employee with the "superior claim." Seniority should be used to determine which employee has the "superior claim".

- 12.5.B.12** 12. Surplus U.S. Postal Service employees - Surplus U.S. Postal Service employees from non-mail processing and non-mail delivery installations, regional offices, the U.S. Postal Service Headquarters or from other Federal departments or agencies shall be placed at the foot of the part-time flexible roll and begin a new period of seniority effective the date of reassignment.

Article 12.5.B.12. This provision is consistent with the provisions of Article 41.2.G.

Additional Excessing Issues.

Limited and Light Duty. Employees working in light or limited duty assignments are included in all excessing activity and exercise retreat rights by seniority.

Signing the ODL. A full-time letter carrier who is excessed to another installation or who exercises retreat rights under the provisions of Article 12 may sign the Overtime Desired List or the Work Assignment List in the new installation immediately upon reporting if he/she was on the list in the old installation. See Article 8.5.A.

Excessing by Grade. When management proposes to excess full-time employees under the provisions of Article 12.5.C, the contract provides that the junior full-time employee in the same grade level as the excess position should be excessed. Thus, if management proposes to excess a Grade 1 letter carrier, the junior full-time Grade 1 letter carrier must be excessed, even if there is a more junior carrier in a Grade 2 Carrier Technician position.

Bidding. Employees continue to have bidding rights in the section/installation from which they will be excessed until the excessing actually occurs. If the effective date of the excessing is prior to the closing date of the posting, the bid is void.

Grievances. When a grievance is filed on excessing activity, it is normally not necessary to file separate grievances concerning the notice and the actual excessing. It is the intent of the parties to minimize the number of grievances filed on the excessing activity, and no procedural arguments should

be made regarding which excessing activity is grieved. In grievances concerning the excessing of a letter carrier to another craft, NALC continues to represent the employee after the excessing date on those grievances.

Full-Time Flexibles. The Memorandum of Understanding entitled Maximization/Full-time Flexibles (see Article 7) provides that where a part-time flexible has performed letter carrier duties in an installation at least forty hours a week, five days a week, over a period of six months, the senior part-time flexible shall be converted to full-time carrier status. The letter of intent implementing this memorandum states in relevant part:

In those installations where conversions have been made under this Memorandum of Understanding, and there are subsequent reversions or excessing, any reductions in full-time letter carrier positions shall be from among those position(s) converted pursuant to this Memorandum of Understanding until they are exhausted.

The above paragraph addresses reductions in full-time positions when reversions or excessing outside an installation or to another craft takes place. Nothing in this paragraph changes the parties' understanding that any excessing still must be from the junior full-time carrier by level, regardless of their status as full-time regular or full-time flexible.

The effect of TEs on the reassigning and excessing of career employees is addressed in the Article 12 section of the Memorandum of Understanding Re: Transitional Employees—Additional Provisions.

Transitional Employees. Management is required to separate all Transitional Employees prior to excessing any letter carriers except where “management can demonstrate that the work cannot be performed on a full-time basis in compliance with the requirements of the National Agreement.”

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

Re: Transitional Employees - Additional Provisions

ARTICLE 12

Reassignment of Career Employees Outside of a Section, Craft, or Installation:

- a. Prior to reassigning career employees outside of a section, the craft, or installation, management will offer impacted career employees, on a seniority basis, the opportunity to work any existing letter carrier craft transitional assignments within the installation.
- b. There will be no out-of-schedule pay provided to the impacted employees for these temporary assignments.

Union Members

Transferring Crafts

Among

American Postal Workers Union, AFL-CIO

National Association of Letter Carriers, AFL-CIO

National Postal Mail Handlers Union, AFL-CIO

National Rural Letter Carriers' Association

Reciprocal Agreement

Among

American Postal Workers Union, AFL-CIO

National Association of Letter Carriers, AFL-CIO

National Postal Mail Handlers Union, AFL-CIO

National Rural Letter Carriers' Association

In the interest of relieving our members of multiple dues obligations among and within the four postal unions, the unions resolve as follows:

Each of the four postal unions agrees that whenever one of its members transfers either voluntarily or involuntarily to a position within the bargaining unit of one of the other postal unions, **and joins the union representing that bargaining unit**, each will grant the member a release, upon request (and in accordance with the procedures established in this agreement) from his or her union membership outside of his or her anniversary window period. The procedures outlined in this booklet have been established to facilitate transferring of membership.

Avoiding Unintended Multiple Dues Withholding

A Handbook for Organizers, Local Officers, and Members



American Postal Workers Union



Robert L. Tunstall, Secretary-Treasurer
American Postal Workers Union, AFL-CIO

12/04/03
Date

Jane E. Broendel, Secretary-Treasurer
National Association of Letter Carriers, AFL-CIO

12/04/03
Date

Mark Gardner, Secretary-Treasurer
National Postal Mail Handlers Union, AFL-CIO

12/04/03
Date

Clifford D. Dailing, Secretary-Treasurer
National Rural Letter Carriers' Association

12/04/03
Date

JCAM Section 7. Discontinuance of an Independent Installation

C. Special Provisions on Reassignments

In addition to the general principles and requirements above specified, the following specific provisions are applicable:

12.5.C.1

1. Discontinuance of an Independent Installation

- a. When an independent installation is discontinued, all full-time and part-time flexible employees shall, to the maximum extent possible, be involuntarily reassigned to continuing postal positions in accordance with the following:
- b. Involuntary reassignment of full-time employees with their seniority for duty assignments to vacancies in the same or lower level in the same craft or occupational group in installations within 100 miles of the discontinued installation, or in more distant installations, if after consultation with the affected Unions, it is determined that it is necessary. The Postal Service will designate such installations for the reassignment of excess full-time employees. When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.
- c. Involuntary reassignment of full-time employees for whom consultation did not provide for placement under C.1.b above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level with permanent seniority for duty assignments under (1) and (2) below, whichever is lesser:
 - (1) One day junior to the seniority of the junior full-time employee in the same level and craft or occupation in the installation to which assigned, or
 - (2) The seniority the employee had in the craft from which reassigned.

Seniority. The stated seniority rule is inconsistent with Article 41.2.G. Therefore, in accordance with Article 12.5.B.10, the correct seniority under this particular section is that such employees, when reassigned to the letter carrier craft, begin a new period of seniority in accordance with Article 41.2.G.

12.5.C.1.d

- d. Involuntary reassignment of part-time flexible employees with seniority in any vacancy in the part-time flexible quota in the same craft or occupational group at any installation within 100 miles of the discontinued installation, or in more distant installations, if after consultation with the affected Unions it is determined that it is necessary, the Postal Service will designate such installations for the reassignment of the part-time flexible employees.

The term “quota” in this section is obsolete (Arbitrator Das, H7C-NA-C-82, March 21, 2000, C-20485). It comes from a long discontinued staffing practice requiring one part-time flexible employee for every five regulars. There are no longer any “quotas.” Rather, staffing ratios are now governed by the provisions of Article 7.3.

12.5.C.1.e e. Involuntary reassignment of part-time flexible employees for whom consultation did not provide for placement under C.1.d above in other crafts or occupational groups in which they meet minimum qualification at the same or lower level at the foot of the existing part-time flexible roster at the receiving installation and begin a new period of seniority.

f. Full-time employees for whom no full-time vacancies are available by the time the installation is discontinued shall be changed to part-time flexible employees in the same craft and placed as such, but shall for six months retain placement rights to full-time vacancies developing within that time within any installation within 100 miles of the discontinued installation, or in more distant installations, if after consultation with affected Unions it is necessary, U.S. Postal Service will designate such installations for the reassignment of excess full-time employees on the same basis as if they had remained full-time.

This section predates and may be inconsistent with the no-layoff provisions of Article 6 and with statutory protections given preference eligible employees.

12.5.C.1.g g. Employees, full-time or part-time flexible, involuntarily reassigned as above provided shall upon the reestablishment of the discontinued installation be entitled to reassignment with full seniority to the first vacancy in the reestablished installation in the level, craft or occupational group from which reassigned.

Retreat Rights. As in the case of employees excessed under other provisions of Article 12, full- and part-time employees excessed under the provisions of Article 12.5.C.1 have “retreat rights.” In the event a discontinued installation is reestablished, excessed employees are entitled to reassignment with full seniority to the first vacancy in the reestablished installation in the level, craft or occupational group from which they were reassigned. These retreat rights are terminated if excessed employees fail to accept the first available vacancy. However, if management fails to inform an employee with retreat rights of an available vacancy, that employee’s retreat rights are not terminated.

JCAM Section 8. Consolidation of an Independent Installation

12.5.C.2 2. Consolidation of an Independent Installation

Consolidation of an independent installation is defined in Article 12.5.A.2. above, as to “discontinue the independent identity of an installation by making it part of another and continuing independent installation.”

- 12.5.C.2.a a. When an independent postal installation is consolidated with another postal installation, each full-time or part-time flexible employee shall be involuntarily reassigned to the continuing installation without loss of seniority in the employee’s craft or occupational group.

Note that Article 30.E provides for a new period of local implementation concerning the Local Memorandum of Understanding when installations are consolidated.

- 12.5.C.2.b b. Where reassignments under 2.a, preceding, result in an excess of employees in any craft or occupational group in the continuing installation, identification and placement of excess employees shall be accomplished by the continuing installation in accordance with the provisions of this Agreement covering such situations.

c. If the consolidated installation again becomes an independent installation, each full-time and part-time flexible employee whose reassignment was necessitated by the previous consolidation shall be entitled to the first vacancy in the reestablished installation in the level and craft or occupational group held at the time the installation was discontinued.

Retreat Rights. As in the case of employees excessed under other provisions of Article 12, full- and part-time employees excessed under the provisions of Article 12.5.C.2 have “retreat rights.” In the event a consolidated installation again becomes independent, excessed employees are entitled to reassignment with full seniority to the first vacancy in the reestablished installation in the level, craft or occupational group from which they were reassigned. These retreat rights are terminated if they fail to apply for the first available vacancy. However, if management fails to inform an employee with retreat rights of an available vacancy, that employee’s retreat rights are not terminated.

JCAM Section 9. Station or Branch Transferred or Made Independent

12.5.C.3.a 3. Transfer of a Classified Station or Classified Branch to the Jurisdiction of Another Installation or Made an Independent Installation

a. When a classified station or classified branch is transferred to the jurisdiction of another installation or made an independent installation, all full-time employees shall at their option remain with the classified station or classified branch without loss of seniority, or remain with the installation from which the classified station or classified branch is being transferred.

This section should be read in conjunction with Article 12.5.C.5.b.1(a) which provides that when routes are transferred from one installation to another, the full-time letter carriers whose routes are transferred have the option of transferring with their routes without loss of seniority.

12.5.C.3.b b. A realistic appraisal shall be made of the number of employees by crafts or occupations who will be needed in the station after transfer, and potential vacancies within these requirements created by the unwillingness of employees to follow the station to the new jurisdiction shall be posted for bid on an office-wide basis in the losing installation.

c. If the postings provided in paragraph 3.b, preceding, do not result in sufficient employees to staff the transferred classified station or classified branch, junior employees, by craft or occupational group on an installation-wide seniority basis in the losing installation, shall be involuntarily reassigned to the classified station or classified branch and each employee thus involuntarily reassigned shall be entitled to the first vacancy in such employee's level and craft or occupational group in the installation from which transferred.

Retreat Rights. As in the case of employees excessed under other provisions of Article 12, full- and part-time employees excessed under the provisions of this section have "retreat rights" to the first vacancy in such employee's level and craft or occupational group in the installation from which transferred. These retreat rights are terminated if they fail to accept the first available vacancy. However, if management fails to inform an employee with retreat rights of an available vacancy, that employee's retreat rights are not terminated.

JCAM Section 10. Employees Excess to a Section

- 12.5.C.4 4. **Reassignment Within an Installation of Employees Excess to the Needs of a Section**
- a. The identification of assignments comprising for this purpose a section shall be determined locally by local negotiations. If no sections are established immediately by local negotiations, the entire installation shall comprise the section.
 - b. Full-time employees, excess to the needs of a section, starting with that employee who is junior in the same craft or occupational group and in the same level assigned in that section, shall be reassigned outside the section but within the same craft or occupational group. They shall retain their seniority and may bid on any existing vacancies for which they are eligible to bid. If they do not bid, they may be assigned in any vacant duty assignment for which there was no senior bidder in the same craft and installation. Their preference is to be considered if more than one such assignment is available.
 - c. Such reassigned full-time employee retains the right to retreat to the section from which withdrawn only upon the occurrence of the first residual vacancy in the salary level after employees in the section have completed bidding. Such bidding in the section is limited to employees in the same salary level as the vacancy. Failure to bid for the first available vacancy will end such retreat right. The right to retreat to the section is optional with the employee who has retreat rights with respect to a vacancy in a lower salary level. Failure to exercise the option does not terminate the retreat rights in the salary level in which the employee was reassigned away from the section.
In the Clerk Craft, an employee may exercise the option to retreat to a vacancy in a lower salary level only to an assignment for which the employee would have been otherwise eligible to bid.
 - d. The duty assignment vacated by the reassignment of the junior full-time employee from the section shall be posted for bid of the full-time employees in the section. If there are no bids, the junior remaining unassigned full-time employee in the section shall be assigned to the vacancy.

Excessing From a Section. Article 12.5.C.4 provides for special rules when employees are excessed from a section. These rules *are only applicable* when a Local Memorandum of Understanding (LMOU) identifies separate sections within an installation for excessing purposes as authorized by Article 30.B.18. They do not apply when junior unassigned full-time regular letter carriers are assigned under the provisions of Article 41.1.A.7. Nor do they apply when full-time flexible employees are moved between sections since they have flexible reporting times and reporting locations (see Article 7).

If an LMOU *does not identify separate sections* for excessing purposes, Article 12.5.C.4(a) provides that the entire installation is considered a

section and none of the rest of Article 12.5.C.4 applies. In such cases, full-time employees are not reassigned within the installation through excessing procedures. Rather, full-time letter carriers move within an installation through the mechanisms of reversion, abolishment, the subsequent posting and bidding under the provisions of Article 41.1, assignment under the provisions of Article 41.1.A.7 & Article 41.3.O, where applicable.

If an LMOU *does identify separate sections* for excessing purposes, then the special rules in Article 12.5.C.4(b-d) apply whenever management proposes to reassign letter carriers within an installation who are excess to the needs of one of the defined sections. These rules give excessed letter carriers “retreat rights” to the first residual vacancy in the same or lower grade that occurs in the section. Failure to accept the first available vacancy at the former grade level in the section ends such retreat rights.

In order to implement these retreat rights, Article 12.5.C.4 provides that as long as an excessed employee has retreat rights to the section, bidding for vacant duty assignments *in the grade level* from which the employee was excessed is subject to the following rules:

- Bidding is limited to employees in the section who were in the section when the employee was reassigned, even if, for example, the LMOU ordinarily provides for installation-wide bidding.
- Bidding for positions in the grade from which the employee was excessed is limited to employees in that grade. For example, if a Grade 2 Carrier Technician is excessed from a section, only Grade 2 letter carriers from the section may bid on Carrier Technician vacancies in the section.
- Bidding for positions in a Grade for which no employees have active retreat rights is not limited. For example, if only Grade 1 carriers have been excessed from the section and have retreat rights to the section, then only bidding on Grade 1 positions is limited, bidding on Grade 2 positions is not.

Loss of Retreat Rights. Retreat rights to a section are to the “first residual vacancy” in the section and salary level from which excessed after employees in the section have completed bidding. If an employee with retreat rights fails to accept the first residual vacancy in the section and salary level from which excessed, the retreat rights are ended. This rule is applied as follows:

- If a letter carrier with retreat rights to a Grade 2 position fails to accept a residual Grade 1 position in his/her former section, the retreat right to a Grade 2 position is not terminated.
- If a letter carrier with retreat rights to a Grade 1 position voluntarily bids back to a Grade 2 position in the former section, the carrier’s retreat right to a Grade 1 position in the section is not terminated.

However, in such cases the carrier could not bid on Grade 1 positions in the section as long as the bidding is restricted to carriers with retreat rights to Grade 1 positions. Rather, the carrier would have to wait for the first residual Grade 1 vacancy in the section to exercise the continuing retreat right.

- Note that the language of Article 12.5.C.4(c) imprecisely states the rule as being “failure to bid for the first available vacancy will end such retreat right.” Technically, employees with retreat rights do not exercise them by “bidding” in the strict sense used elsewhere in the contract—for example, in Article 41.1.A. Rather, they exercise them by simply accepting a residual vacancy. Bidding only occurs to allow an employee to exercise seniority if there is more than one residual vacancy in a section to which an employee has retreat rights.

Restricted Bidding and Article 41.3.O. The scope of postings under the provisions of Article 41.3.O can also be affected when an LMOU identifies sections for excessing purposes. National Arbitrator Snow ruled in B90N-4B-C-92021294, March 22, 1996 (C-15248), that if a branch has installation-wide bidding for vacant or newly created duty assignments, then assignments made available for bids under the provisions of Article 41.3.O should also be posted on an installation-wide basis. An exception to this general rule occurs if a branch has defined separate sections for excessing purposes and if an employee has been excessed from the section under the provisions of Article 12.5.C.4. Since Article 12.5.C.4(c) provides the reassigned employee with retreat rights in such cases, as long as an employee has such retreat rights to the section, bidding under the provisions of Article 41.3.O is also limited to employees from the section at the same salary level as the vacancy.

JCAM Section 11. Reduction of Employees in an Installation

- 12.5.C.5.a(1)** **5. Reduction in the Number of Employees in an Installation Other Than by Attrition**
- a. Reassignments within installation. When for any reason an installation must reduce the number of employees more rapidly than is possible by normal attrition, that installation:
- (1) Shall determine by craft and occupational group the number of excess employees;
 - (2) Shall, to the extent possible, minimize the impact on regular work force employees by separation of all casuals;
 - (3) Shall, to the extent possible, minimize the impact on full-time positions by reducing part-time flexible hours;

This Section applies when the Postal Service needs to reduce the number of employees in an installation more rapidly than is possible through normal attrition. Before excessing the Postal Service must seek to minimize the impact on regular work force employees as follows:

Casuals. In HOC-NA-C-12, July 27, 2001 (C-22368), National Arbitrator Snow held that the language of Article 12.5.C.5.a (2) allows the Postal Service discretion in separating casuals to the extent the discretion is exercised consistent with the following agreement among the parties: "All casuals must be removed if it will eliminate the impact on regular workforce employees. The Employer must eliminate all casual employees to the extent that it will minimize the impact on the regular workforce."

PTF Hours. This section requires that management must "to the extent possible, minimize the impact on full-time positions by reducing part-time flexible hours" prior to excessing employees.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

Re: Transitional Employees—Additional Provisions

ARTICLE 6

Layoff of Career Employees:

- a. Prior to laying off career employees, management will offer the impacted employees the opportunity to work any existing letter carrier craft transitional assignments within the installation.
- b. There will be no out-of-schedule pay provided to the impacted employees for these temporary assignments.

ARTICLE 10

I. GENERAL

- A. Purpose. Annual leave is provided to transitional employees for rest, recreation, emergency purposes, and illness or injury.
1. Accrual of Annual Leave. Transitional employees earn annual leave based on the number of hours in which they are in a pay status in each pay period.

Rate of Accrual	Hours in Pay Status	Hours of Annual Leave Earned Per Pay Period
1 hour for each unit of 20 hours in pay status in each pay period	20	1
	40	2
	60	3
	80	4(max.)

2. Biweekly Crediting. Annual leave accrues and is credited in whole hours at the end of each biweekly pay period.

request is disapproved, the reasons for disapproval must be noted. AWOL determinations must be similarly noted.

ARTICLE 12

Reassignment of Career Employees Outside of a Section, Craft, or Installation:

- a. Prior to reassigning career employees outside of a section, the craft, or installation, management will offer impacted career employees, on a seniority basis, the opportunity to work any existing letter carrier craft transitional assignments within the installation.
- b. There will be no out-of-schedule pay provided to the impacted employees for these temporary assignments.

TE Hire versus Excessing

A full-time letter carrier may not be excessed and the resulting vacancy filled by a TE, except where management can demonstrate that, as a result of legitimate operational changes, there is insufficient work to continue to support a full-time position. For example, management may not abolish a full-time router position and excess the full-time letter carrier and hire or assign one or more TEs to perform the work of the abolished position, unless management can demonstrate that the work cannot be performed on a full-time basis in compliance with the requirements of the National Agreement.

ARTICLE 16

Transitional employees may be separated at any time upon completion of their assignment or for lack of work. Such separation is not grievable except where the separation is pretextual. Transitional employees may otherwise be removed for just cause and any such removal will be subject to the grievance-arbitration procedure, provided the employee has completed ninety (90) work days, or has been employed for 120 calendar days, whichever comes first. Further, in any such grievance, the concept of progressive discipline will not apply. The issue will be whether the employee is guilty of the charge against him or her. Where the employee is found guilty, the arbitrator shall not have the authority to modify the discharge. In the case of removal for cause, a transitional employee shall be entitled to advance written notice of the charges against him/her in accordance with the provisions of Article 16 of the National Agreement.

ARTICLE 21

After an initial appointment for a 360-day term and upon reappointment to another 360-day term, any eligible noncareer transitional employee who wants

ARTICLE 41 LETTER CARRIER CRAFT

Section 1. Posting

Section 2. Seniority

Section 3. Miscellaneous Provisions

Section 4. City Carrier Transportation (Driveout) Agreement

Section 5. National Joint City Delivery Committee

Article 41—Letter Carrier Craft Article. Article 41 is known as the *letter carrier craft article*, negotiated specifically to cover letter carriers. (Prior to 1994 negotiations the National Agreement was negotiated jointly with other postal unions.) Article 41 establishes fundamental letter carrier rights under the contract—a regular carrier’s right to accumulate seniority, and the right to bid on, obtain and hold specific duty assignments based on seniority.

41.1.A Section 1. Posting

A. In the Letter Carrier Craft, vacant craft duty assignments shall be posted as follows:

1. A vacant or newly established duty assignment not under consideration for reversion shall be posted within **fourteen calendar days from** the day it becomes vacant or is established, **unless a longer period of time is negotiated locally.**

All city letter carrier craft full-time duty assignments other than letter routes, Carrier Technician assignments, parcel post routes, collection routes, combination routes, official mail messenger service, special carrier assignments and night routers, shall be known as full-time Reserve Letter Carrier duty assignments. The term “unassigned regular” is used in those instances where a full-time letter carrier does not hold a duty assignment.

Positions currently designated in the Letter Carrier Craft:

City Carrier (includes the duty assignment of Official Mail Messenger Service in the Washington, D.C. Post Office)

Special Carrier

Carrier Technician

Positions that may in the future be designated in the Letter Carrier Craft.

Changes in the foregoing position titles shall not affect the application of this provision.

- 41.1.A.1** When a position is under consideration for reversion, the decision to revert or not to revert the position shall be made not later than 30 days after it becomes vacant. If the decision is made not to revert, the assignment must be posted within 30 days of the date it becomes vacant. The Employer shall provide written notice to the Union, at the local level, of the assignments that are being considered for reversion and of the results of such consideration.

The assignment of Transitional Employees is addressed by the parties' joint Questions and Answers on TEs, questions 35 and 37. The complete TE Q&As are found on pages 7-10-7-15.

QUESTIONS AND ANSWERS (42) NALC TRANSITIONAL EMPLOYEES

The attached jointly-developed document provides the mutual understanding of the national parties on issues related to NALC Transitional Employees. This document may be updated as agreement is reached on additional matters related to transitional employees.

Date: February 20, 2009

35. May transitional employees be assigned to vacant duty assignments?

Yes, consistent with the following: The posting and bidding provisions of Article 41.1.A and the opting provisions of Article 41.2.B, and provisions of Article 25 for temporarily filling higher level vacancies still apply. However, transitional employees may be assigned to cover residual or temporary vacancies not filled through those procedures.

37. May a transitional employee be assigned to a residual vacancy rather than converting an available part-time flexible city letter carrier to full-time?

Unless the residual vacancy is being withheld pursuant to Article 12 of the National Agreement, the assignment should normally be filled pursuant to Section 722 of handbook EL-312, which states: "A full-time residual position is filled by assigning an unassigned full-time employee or a full-time flexible employee. The conversion to full-time of a qualified part-time flexible employee with the same designation or occupation code as the vacancy should occur only after unassigned full-time employees have been assigned. Part-time flexible employees must be changed to full-time regular positions, if appropriate, within the installation in the order specified by the applicable collective bargaining agreement."

Unassigned Regulars. The definition of unassigned regular was changed in the 2001 National Agreement by removing that part of the prior definition that provided that they "are excess to the needs of the delivery unit." This change makes clear that any full-time regular letter carriers not holding a bid assignment are unassigned regulars. Whether or not they are excess to the needs of the delivery unit is irrelevant. This change was made to remove inconsistencies with other sections of the contract such as Article 41.1.A.2 and Article 12.

Posting for Bid. Article 41.1.A.1 provides for the posting of a vacant duty assignment for bid within 14 days after it becomes vacant, or in the case of a newly established assignment, within 14 days of its creation (unless a longer term is locally negotiated). However, when a newly vacated duty assignment is under consideration for reversion, management has a maximum of thirty days after the date the duty assignment is vacated to make the decision to either revert the position or post it for bid.

JCAM Subsection 11.1. Excessing to Other Crafts within an Installation

- 12.5.C.5.a(4) (4) Shall identify as excess the necessary number of junior full-time employees in the salary level, craft, and occupational group affected on an installation-wide basis within the installation; make reassignments of excess full-time employees who meet the minimum qualifications for vacant assignments in other crafts in the same installation; involuntarily reassign them (except as provided for letter carriers and special delivery messengers and vehicle service employees in Section C.5.b below) in the same or lower level with seniority, whichever is the lesser of:
- (a) One day junior to the seniority of the junior full-time employee in the same level and craft or occupational group in the installation to which assigned, or
 - (b) The seniority the employee had in the craft from which reassigned.

Seniority. National Arbitrator Snow held in W7N-4Q-C 10845, December 19, 1991 (C-11528) that the stated seniority rule is inconsistent with Article 41.2.G. Therefore, in accordance with Article 12.5.B.10, the correct seniority under this particular section is that such employees, when reassigned to the letter carrier craft, begin a new period of seniority in accordance with Article 41.2.G.

- 12.5.C.5.a(5) (5) The employee shall be returned at the first opportunity to the craft from which reassigned.

This provision is mandatory. Employees excessed to another craft under the provisions of Article 12.5.C.5.a must be returned to the craft from which they were excessed at the first available opportunity.

- 12.5.C.5.a(6) (6) When returned, the employee retains seniority previously attained in the craft augmented by intervening employment in the other craft.

When an employee is returned to his/her original craft as required by Article 12.5.C.5.a(5), above, seniority is reestablished as if the employee had served continuously in the original craft and had never been excessed.

- 12.5.C.5.a(7) (7) The right of election by a senior employee provided in paragraph b(3), below is not available for this cross-craft reassignment within the installation.

Under the provisions of Article 12.5.C.5.b(3), below, a senior employee may voluntarily elect to be reassigned to another installation in lieu of a more junior employee from the same craft subject to reassignment. This section makes clear that this right does not apply to reassignments

across craft lines within an installation. Note, however, that Article 12.5.C.5.b(5) does apply to reassignments across craft lines within an installation. This means that a full-time employee has the option of changing to a part-time flexible in the same craft in lieu of being involuntary transferred to another craft.

JCAM Subsection 11.2. Excessing to the Letter Carrier Craft in Other Installations

- 12.5.C.5.b b. Reassignments to other installations after making reassignments within the installation:
- (1) Involuntarily reassign such excess full-time employees starting with the junior with their seniority for duty assignments to vacancies in the same or lower level in the same craft or occupational group in installations within 100 miles of the losing installation, or in more distant installations if after consultation with the affected Union it is determined that it is necessary, the Postal Service will designate such installations for the reassignment of excess full-time employees. However:

Letter carriers excessed under the provisions of Article 12.5.C.5.b keep their seniority. This is not inconsistent with the provisions of Article 41.2.A.2.

- (a) Whenever full-time letter carrier routes, carrier technician or router assignments are transferred from one installation to another, the full-time letter carriers whose complete routes or assignments are transferred shall have the option of transferring with their routes or assignments, with their seniority. If a full-time letter carrier declines the option of transferring with the route or assignment, any qualified full-time letter carrier in the delivery unit may request, by seniority, to be reassigned with the route or assignment, with their seniority. The request of the senior qualified carrier shall be granted, and shall be counted in accordance with Article 12.3.

Transfer of Assignments. This section may appear out of place since it does not concern excessing. Its purpose is to reduce or eliminate the need for excessing. It provides that when carrier routes, carrier technician or router assignments are transferred from one installation to another, the full-time letter carriers whose assignments are transferred have the option of transferring with their assignments without loss of seniority. It does not apply to VOMA assignments which are multi-craft positions. Letter carriers who transfer under this provision do not have retreat rights.

If a full-time letter carrier declines the option of transferring with a route or assignment under this provision, any qualified full-time letter carrier in the delivery unit may request, by seniority, to be reassigned with the route or assignment, with their seniority. This opportunity is only available to other full-time letter carriers in the same delivery unit as the employee whose assignment is being transferred. If the installation has more than one delivery unit, carriers in delivery units other than the one from which the assignment was transferred do not have this option.

- 12.5.C.5.b(1)(b)** (b) Whenever full-time or part-time motor vehicle craft assignments are discontinued in an installation and there is an excess in a position designation and salary level, the excess shall be adjusted to the maximum extent possible by making voluntary reassignments to vacant motor vehicle craft positions in installations within 100 miles unless the employee applies for a vacancy in a more distant installation. Senior qualified applicants for such vacant positions shall be reassigned. When reassignment is in the same designation and salary level, the reassigned employee retains his/her seniority.
- (c) When the entire special delivery messenger unit is moved from one independent installation to another and all special delivery territory is transferred, the special delivery messengers will be reassigned in the gaining unit with full seniority credit for all seniority gained in the craft and installation. When less than the entire special delivery messenger unit is transferred and it is necessary to reassign one or more special delivery messengers to the gaining installation, senior special delivery messengers shall be given option for reassignment. If no special delivery messenger elects to be reassigned, the junior special delivery messenger shall be reassigned.

Article 12.5.C.5.b(1)(b) and 12.5.C.5.b(1)(c) do not apply to the letter carrier craft.

JCAM Subsection 11.3. Excessing to Other Crafts in Other Installations

- 12.5.C.5.b(2) (2) Involuntarily reassign full-time employees for whom consultation did not provide for placement under b(1) above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level with permanent seniority for duty assignments whichever is lesser of:
- (a) one day junior to the seniority of the junior full-time employee in the same level and craft or occupational group in the installation to which assigned, or
 - (b) the seniority he/she had in the craft from which reassigned.

Seniority. The stated seniority rule is inconsistent with Article 41.2.G. Therefore, in accord with Article 12.5.B.10, the correct seniority under this particular section is that such employees, when reassigned to the letter carrier craft, begin a new period of seniority in accordance with Article 41.2.G.

JCAM Subsection 11.4. Supplementary Rules

- 12.5.C.5.b(3)** (3) Any senior employee in the same craft or occupational group in the same installation may elect to be reassigned to the gaining installation and take the seniority of the senior full-time employee subject to involuntary reassignment. Such senior employees who accept reassignment to the gaining installation do not have retreat rights.

A senior employee may elect to take the place of the employee subject to involuntary excessing regardless of grade. Senior employees who volunteer for reassignment under this provision do not have retreat rights. This rule applies to:

- Employees excessed to a letter carrier craft position in another installation under the provisions of Article 12.5.C.5.b.1.
- Employees excessed to another craft in another installation under the provisions of Article 12.5.C.5.b.2.

It does not apply to employees excessed to another craft within the same installation. See Article 12.5.C.5.a (7)

The seniority rule stated in this section is not inconsistent with Article 41.2.G.3 since electing to be reassigned under this provision is not considered to be a voluntary transfer within the meaning of Article 41.2.G.3.

- (4) When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.

This rule applies to:

- Employees excessed to another craft within the same installation under the provisions of Article 12.5.C.5.a.
- Employees excessed to a letter carrier craft position in another installation under the provisions of Article 12.5.C.5.b.1.
- Employees excessed to another craft in another installation under the provisions of Article 12.5.C.5.b.2.

- (5) A full-time employee shall have the option of changing to part-time flexible in the same craft or occupational group in lieu of involuntary reassignment.

This rule applies to:

- Employees excessed to another craft within the same installation under the provisions of Article 12.5.C.5.a.

- Employees excessed to a letter carrier craft position in another installation under the provisions of Article 12.5.C.5.b.1.
- Employees excessed to another craft in another installation under the provisions of Article 12.5.C.5.b.2.

- (6) Employees involuntarily reassigned under b(1) and (2) above, other than senior employees who elect to be reassigned in place of junior employees, shall be entitled at the time of such reassignment to file a written request to be returned to the first vacancy in the level, in the craft or occupational group in the installation from which reassigned, and such request shall be honored so long as the employee does not withdraw it or decline to accept an opportunity to return in accordance with such request.

This rule provides voluntary retreat rights for full-time and part-time employees excessed under the following circumstances:

- Employees excessed to a letter carrier craft position in another installation under the provisions of Article 12.5.C.5.b.1.
- Employees excessed to another craft in another installation under the provisions of Article 12.5.C.5.b.2.

It does not apply to employees excessed to another craft within the same installation. They do not have voluntary retreat rights since Article 12.5.C.5.a(5) requires that they be returned to the craft from which reassigned at the first opportunity.

JCAM Section 13. Reassigning and Excessing Part-Time Employees

12.5.C.8 8. Reassignment—Part-Time Flexible Employees in Excess of Quota (Other Than Motor Vehicle)

Where there are part-time flexible employees in excess of the part-time flexible quota for the craft for whom work is not available, part-time flexibles lowest on the part-time flexible roll equal in number to such excess may at their option be reassigned to the foot of the part-time flexible roll in the same or another craft in another installation.

The term “quota” in this section is obsolete (Arbitrator Das, H7C-NA-C-82, March 21, 2000, C-20485). It comes from a long discontinued staffing practice requiring one part-time flexible employee for every five regulars. There is no longer any “quota.” Rather, staffing levels are now governed by the provisions of Article 7.3.

- 12.5.C.8.a a. An excess employee reassigned to another craft in the same or another installation shall be assigned to the foot of the part-time flexible roll and begin a new period of seniority.

This provision is consistent with the provisions of Article 41.2.G.

- 12.5.C.8.b b. An excess part-time flexible employee reassigned to the same craft in another installation shall be placed at the foot of the part-time flexible roll. Upon change to full-time from the top of the part-time flexible roll, the employee’s seniority for preferred assignments shall include the seniority the employee had in losing installation augmented by part-time flexible service in the gaining installation.

Questions concerning the seniority of part-time flexible letter carriers excessed into the letter carrier craft in another installation should be addressed to the parties’ headquarters representatives.

- 12.5.C.8.c c. A senior part-time flexible in the same craft or occupational group in the same installation may elect to be reassigned in another installation in the same or another craft and take the seniority, if any, of the senior excess part-time flexible being reassigned, as set forth in a and b, above.

This section permits a senior part-time flexible employee from the same installation to voluntarily take the place of a more junior part-time flexible being reassigned. If a part-time flexible from another craft is excessed into the letter carrier craft under the provisions of this section, he or she begins a new period of seniority under the provisions of Article 12.5.C.8.a, above. If a part-time flexible letter carrier is

excessed into the letter carrier craft at another installation under the provisions of this section, he or she takes the seniority the more junior employee would have been assigned under the provisions of 12.5.C.8.b, above.

- 12.5.C.8.d**
- d. The Postal Service will designate, after consultation with the affected Union, vacancies at installations in which excess part-time flexibles may request to be reassigned beginning with vacancies in other crafts in the same installation; then vacancies in the same craft in other installations; and finally vacancies in other crafts in other installations making the designations to minimize relocation hardships to the extent practicable.
 - e. Part-time flexibles reassigned to another craft in the same installation shall be returned to the first part-time flexible vacancy within the craft and level from which reassigned.

This provision is mandatory. Employees excessed to another craft under the provisions of Article 12.5.C.8 must be returned to the craft from which they were excessed at the first available opportunity.

- 12.5.C.8.f**
- f. Part-time flexibles reassigned to other installations have retreat rights to the next such vacancy according to their standing on the part-time flexible roll in the losing installation but such retreat right does not extend to part-time flexibles who elect to request reassignment in place of the junior part-time flexibles.
 - g. The right to return is dependent upon a written request made at the time of reassignment from the losing installation and such request shall be honored unless it is withdrawn or an opportunity to return is declined.

Retreat Rights. Part-time employees excessed under the provisions of Article 12.5.C.8 have “retreat rights” only if they make a written request at the time of reassignment from the losing installation. These retreat rights are terminated if they fail to accept the first available vacancy.

12.5.D D. Part-Time Regular Employees

Part-time regular employees assigned in the craft units shall be considered to be in a separate category. All provisions of this Section apply to part-time regular employees within their own category.

Part-time regular employees also may be excessed under the provisions of Article 12.5.

ual designated will act in lieu of a steward designated under the formula in Section 2.A and is paid in accordance with Section 4, below. For the purposes of this section, full-time union officials are considered to be "actively employed." (Prearbitration Settlement H94N-4H-C 96084996, October 2, 1997, M-01267)

- The union may designate in writing, one union officer, who may also be a steward in a different section, actively employed at an installation to act as a steward to investigate, present and adjust a specific grievance or to investigate a specific problem to determine whether to file a grievance.
- **Article 17.2.C** In offices with twenty or less total craft employees which have no steward certified under Article 17.2.A, the union may certify a representative who is compensated by the union.
- **Article 17.2.D** The union may certify a representative not on the employer's payroll to perform the functions of a steward or chief steward. Such representatives must be certified in writing to the appropriate Area office and will act in lieu of stewards designated under the provisions of Article 17.2.A or Article 17.2.B.

Representatives certified by the union pursuant to Article 17.2.D may be anyone who is not on the employer's official time. This would include, for example, employees from another installation (H8N-2B-C 12054, M-00233) and former employees (H4C-1M-C 2986, M-00798).

- 17.2.E** E. A steward may be designated to represent more than one craft, or to act as a steward in a craft other than his/her own, whenever the Union or Unions involved so agree, and notify the Employer in writing. Any steward designations across craft lines must be in accordance with the formula set forth in Section 2.A above.

(The preceding Section, Article 17.2, shall apply to Transitional Employees.)

17.3 Section 3. Rights of Stewards

When it is necessary for a steward to leave his/her work area to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance, the steward shall request permission from the immediate supervisor and such request shall not be unreasonably denied.

In the event the duties require the steward leave the work area and enter another area within the installation or post office, the steward must also receive permission from the supervisor from the other area he/she wishes to enter and such request shall not be unreasonably denied.

The steward, chief steward or other Union representative properly certified in accordance with Section 2 above 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 and shall have the right to interview the aggrieved employee(s), supervisors and witnesses during working hours. Such requests shall not be unreasonably denied.

While serving as a steward or chief steward, an employee may not be involuntarily transferred to another tour, to another station or branch of

the particular post office or to another independent post office or installation unless there is no job for which the employee is qualified on such tour, or in such station or branch, or post office.

If an employee requests a steward or Union representative to be present during the course of an interrogation by the Inspection Service, such request will be granted. All polygraph tests will continue to be on a voluntary basis.

17.4 Section 4. Payment of Stewards

The Employer will authorize payment only under the following conditions:

Grievances—Informal and Formal Step A: The aggrieved and one Union steward (only as permitted under the formula in Section 2.A) for time actually spent in grievance handling, including investigation and meetings with the Employer. The Employer will also compensate a steward for the time reasonably necessary to write a grievance. In addition, the Employer will compensate any witnesses for the time required to attend a Formal Step A meeting.

Meetings called by the Employer for information exchange and other conditions designated by the Employer concerning contract application.

Employer authorized payment as outlined above will be granted at the applicable straight time rate, providing the time spent is a part of the employee's or steward's (only as provided for under the formula in Section 2.A) regular work day.

The Postal Service will compensate the Union's primary Step B representatives at their appropriate rate of pay on a no loss, no gain basis. Activated back up Step B representatives will be compensated on the same basis for time actually spent as Step B representatives.

Steward Rights. Article 17.3 & 17.4 establish several steward rights:

- The right to investigate and adjust grievances and problems that may become grievances;
- The right to paid time to conduct those activities;
- The right to obtain management information;
- Superseniority concerning being involuntarily transferred;
- An employee's right to steward representation during an Inspection Service interrogation.

Steward Rights—Activities Included. A steward may conduct a broad range of activities related to the investigation and adjustment of grievances and of problems that may become grievances. These activities include the right to review relevant documents, files and records, as well as interviewing a potential grievant, supervisors and witnesses. Specific settlements and arbitration decisions have established that a steward has the right to do (among other things) the following:

and are not grievable.” So an employee does not have *Weingarten* representation rights during an official discussion. See National Arbitrator Aaron, H1T-1E-C 6521, January 6, 1983, C-03769.

- Employees do not have the right to union representation during fitness-for-duty physical examinations.

The *Weingarten* rule applies only when the meeting is an *investigatory interview*—when management is searching for facts and trying to determine the employee’s guilt or decide whether or not to impose discipline. The rule does not apply when management calls in a carrier for the purpose of issuing disciplinary action—for example, handing the carrier a letter of warning.

An employee has *Weingarten* representation rights only where he or she *reasonably believes* that discipline could result from the investigatory interview. Whether or not an employee’s belief is “reasonable” depends on the circumstances of each case. Some cases are obvious, such as when a supervisor asks an employee whether he discarded deliverable mail.

The steward cannot exercise *Weingarten* rights on the employee’s behalf. And unlike “*Miranda* rights,” which involve criminal investigations, the employer is not required to inform the employee of the *Weingarten* right to representation.

Employees also have the right under *Weingarten* to a pre-interview consultation with a steward. Federal Courts have extended this right to pre-meeting consultations to cover Inspection Service interrogations. (*U.S. Postal Service v. NLRB*, D.C. Cir. 1992, M-01092).

In a *Weingarten* interview the employee has the right to a steward’s *assistance*—not just a silent presence. The employer would violate the employee’s *Weingarten* rights if it refused to allow the representative to speak or tried to restrict the steward to the role of a passive observer.

Although ELM Section 666.6 requires all postal employees to cooperate with postal investigations, the carrier still has the right under *Weingarten* to have a steward present before answering questions in this situation. The carrier may respond that he or she will answer questions once a steward is provided.

Superseniority in Transfers

The contract contains special provisions protecting steward positions from transfer or reassignment. These special steward rights are known as “superseniority.” The steward superseniority provision is contained in the last paragraph of Article 17.3. That language protects stewards from being transferred from a facility or tour where letter carriers are working—unless there is *no other city letter carrier job left*.

National Arbitrator Britton ruled in H4N-5C-C-17075, November 28, 1988 (C-08504), that Article 17.3 bars both temporary and permanent reassignments of stewards, and that the prohibition applies even if there are no vacant job assignments. In other words superseniority rights must be observed even if it requires an involuntary transfer of another, more senior carrier, whether full- or part-time. (Step 4, H1N-2B-C 7422, October 25, 1983, M-00077)

The steward's superseniority rights override the excessing provisions of Article 12, *Principles of Seniority, Posting and Reassignments*. So NALC stewards are always the last letter carriers to be excessed from a section, the craft or an installation, regardless of their seniority or their full- or part-time status.

The application of Articles 17.3 and 17.4 of the National Agreement for TEs that are union stewards is addressed in Question 28 of the parties' joint Questions and Answers on TEs. The complete TE Q&As are found on pages 7-10-7-15.

QUESTIONS AND ANSWERS (42) NALC TRANSITIONAL EMPLOYEES

The attached jointly-developed document provides the mutual understanding of the national parties on issues related to NALC Transitional Employees. This document may be updated as agreement is reached on additional matters related to transitional employees.

Date: February 20, 2009

28. Do Article 17.3 and 17.4 of the National Agreement apply to transitional employees serving as union stewards?

Yes.

17.5 Section 5. Labor-Management Committee Meetings

A. The Union through its designated agents shall be entitled at the national, area, and local levels, and at such other intermediate levels as may be appropriate, to participate in regularly scheduled Joint Labor-Management Committee meetings for the purpose of discussing, exploring, and considering with management matters of mutual concern; provided neither party shall attempt to change, add to or vary the terms of this Collective Bargaining Agreement.

B. All other national level committees established pursuant to the terms of this Agreement shall function as subcommittees of the national level Labor-Management Committee.

C. Meetings at the national and area (except as to the Christmas operation) levels will not be compensated by the Employer. The Employer will compensate one designated representative from the Union for actual time spent in the meeting at the applicable straight time rate, providing the time spent in such meetings is a part of the employee's regular scheduled work day.

17.6 Section 6. Union Participation in New Employee Orientation

During the course of any employment orientation program for new employees, a representative of the Union representing the craft to

An employee entitled to specific placement pursuant to Article 12 may exercise such entitlement only if no other employee has a superior claim to the same position (such as by seniority or incumbency).

STEWARDS – SUPERSENIORITY

When it is proposed to reassign a steward a chief steward, the employee will not be involuntarily transferred to another tour, station, or branch of the particular post office or to another independent post office or installation unless there is no job for which that employee is qualified on such tour, or in such station or branch, or post office.

Following excessing, stewards maintain this “superseniority” for the purpose of bidding on initial vacancies over excessed employees wishing to exercise their retreat rights.

MOTOR VEHICLE CRAFT

In the motor vehicle craft, excessing from a position designation is by length of full-time regular or part-time flexible service (service seniority) in the same installation (Article 39, Section 1.D).

MAINTENANCE CRAFT

Installation seniority governs identifying excess employees within an occupational group and level (Article 38, Section 3.K).

CLERK CRAFT

When excessing from multiple pay levels, clerk craft employees impacted by Article 12 will be determined by their Clerk Craft seniority from within a combined group of impacted clerks and volunteers in lieu of impacted employees, regardless of pay level. The term “occupational group” does not apply to the clerk craft.

CLERK CRAFT

When excessing from a section occurs (Article 12.5.C.4), any duty assignments remaining within the section occupied by clerks junior to the senior clerk whose duty assignment was abolished or reposted, will be posted for bid to currently qualified clerks within the section.

BEST QUALIFIED

Incumbents in each best qualified position and salary level are considered a separate category for Article 12 excessing purposes. **Employees holding best qualified duty assignments are identified for excessing based on their seniority in their best qualified position title.**

ARTICLE 12.5.B.11

SURPLUS/EXCESS EMPLOYEES

Surplus/excess employees from headquarters, area offices, non-mail processing and non-mail delivery installations or from other Federal departments or agencies shall be placed at the foot of the part-time flexible roll and begin a new period of seniority.

Except as provided for in Article 12.2, surplus/excess Postal Service employees from an APWU bargaining unit in any of the facilities cited in 12.5.B.11 shall begin a new period of seniority but will retain their full-time or part-time status.

DEFINITION OF 100 MILE RADIUS

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)(a)) is measured as the shortest actual driving distance between installations.

ARTICLE 12.C.5.1**DISCONTINUED INSTALLATION FULL-TIME REASSIGNMENTS**

Article 12.5.C.1.(a) provides that when an independent installation is discontinued, full-time and part-time employees will be involuntarily reassigned to continuing installations, to the maximum extent possible, in accordance with Article 12.5.C.1.(b) through 12.5.C.1.(g).

Article 12.5.C.1.b and 12.5.C.1.c provide for the involuntary reassignment of full-time employees in the following order:

- Reassign (with their seniority) to vacancies in the same or lower level in the same craft or occupational group to installations within 100 miles; then,
- If, after consultation with the affected union, it is determined necessary, vacancies in the same or lower level in the same craft or occupational group will be identified in installation beyond 100 miles; then,
- Reassign to residual vacancies in the same or lower level in other crafts or occupational groups in which the employees meet the minimum qualifications. Employees reassigned across craft lines begin a new period of seniority.

The seniority provisions provided for in Article 12.5.C.1.c.(1) and Article 12.5.C.1.c.(2) have no application to the above reassignment process.

When consulting with the union pursuant to Article 12.5.C.1.b and/or 12.5.C.1.d, a primary principle in effecting reassignments is to keep dislocation and inconvenience to employees in the regular workforce to a minimum, consistent with the needs of the Postal Service.

DISCONTINUED INSTALLATION PART-TIME REASSIGNMENTS

Article 12.5.C.1.(d) provides for the involuntary reassignment of part-time flexible employees, with their seniority, to vacancies in the same craft or occupational group, in installations within 100 miles, (or in more distant installations if necessary), following consultation with the union at the regional level.

When the reassignment of all part-time flexible employees cannot be accomplished, the remaining part-time flexible employees will be assigned to other crafts or occupational groups for which they meet the minimum qualifications of the position to which assigned. Such part-time flexible employees will be placed at the foot of the part-time flexible roll and begin a new period of seniority.

Full-time employees changed to part-time flexible status retain for six months placement rights to vacancies within 100 miles of the discontinued installation, or in more distant installations following consultation with the union at the regional level.

Junior full-time employees who are reassigned outside the section as unassigned/unencumbered full-time employees must be assigned to a full-time schedule with either fixed or rotating non-scheduled days off, as determined by the Local Memorandum of Understanding.

Unassigned/unencumbered full-time employees may bid on vacancies for which they are otherwise eligible to bid. Unassigned/unencumbered full-time employees who are unsuccessful in bidding may be assigned to residual vacancies.

Unassigned/unencumbered full-time employees temporarily assigned to a work area cannot use their seniority to the detriment of employees holding regular bid assignments in the work area.

Initial vacancies occurring within a section, in the same salary level from which excessed employees have active retreat rights, are posted for bid within the section for employees of the same salary level as the excessed employees. The resulting residual vacancies, if any, are then offered to employees in the same salary level who have retreat rights to the section.

If vacancies remain after offering retreat rights to eligible employees, the vacancies are then posted for bid installation wide.

ARTICLE 12.5.C.5.a

REASSIGNMENT ACROSS CRAFT LINES WITHIN THE INSTALLATION

Article 12.5.C.5.a(4) provides for the involuntary reassignment of full-time employees who meet the minimum qualifications by juniority, to residual vacancies in other crafts within the installation.

CLERK CRAFT

If involuntarily reassigned across craft lines within the installation, the employee has no option and must be returned to the first available vacancy. If involuntarily reassigned outside the installation, including across craft lines, the employee can exercise his/her option to return to the vacancy.

When an opportunity arises for excessed employees to return to a vacancy in their former craft or installation, **the postal service will contact all excessed employees in seniority order prior to awarding bids in the former installation and the order of return will be based on the seniority standing among all excessed employees, both across craft lines and outside the installation.** If the employee does not meet the minimum qualifications for the vacancy, it will not be considered as an opportunity.

MINIMUM QUALIFICATIONS

Minimum qualifications are usually the requisite entrance examination, a driving license (including a Commercial Driving License-CDL where necessary), an experience requirement, or a demonstration of a skill (e.g. typing).

Please check the qualification standards to determine the minimum qualifications for a particular position.

**ARTICLE 39
MOTOR VEHICLE CRAFT**

NOTE: All Motor Vehicle Craft employees will receive a one pay level upgrade effective February 16, 2008.

ARTICLE 39.1***SERVICE SENIORITY***

Service seniority is based on total service in the motor vehicle craft regardless of occupational codes or levels. It begins with an appointment in the regular workforce in the motor vehicle craft. An employee may request a correction of seniority standing; however, it is the requesting employee's obligation to identify the basis of the request.

ARTICLE 39.1.B***SENIORITY – PREFERRED ASSIGNMENTS***

Article 39.1.B.1 provides for seniority for preferred assignments. This seniority determines relative standing among full time employees eligible to bid. It is computed from entry into the regular work force position, in a particular occupational group and level. It continues to accrue as long as service is uninterrupted in the position, occupational group, level, and installation.

Article 39.1.B.2 sets the seniority for preferred assignments for motor vehicle employees who leave one position designation for another within the craft and same installation and return to their former position and level. The returning employee would regain the seniority the employee had at the point he/she left the position designation, without credit for time spent in the other position designation and level. Employees returning to their former position designation and level within 90 days (Article 39.1.B.5.c.), retain their seniority, augmented by the time spent in the other position designation and level, provided they remained in the same installation. Article 39.1.B.5.c allows for employees returning to the motor vehicle craft to regain craft seniority.

ARTICLE 39.1.B.3***SENIORITY – REASSIGNMENT***

Article 39.1.B.3 provides that a full-time employee who is reassigned from another craft to the motor vehicle craft, begin a new period of seniority except as otherwise provided for in the National Agreement. An example of such an exception is Article 13, Section 6.

SENIORITY – EXCESSING

Employees excessed into APWU represented crafts (clerk, maintenance, and motor vehicle) under the provisions of Article 12.5.C.5, shall begin a new period of seniority.

1. A carrier may be instructed broadly to take all "obvious shortcuts" and to cross all lawns where there is no reason to believe the customer may object. However, the determination of what constitutes an obvious shortcut or whether a hazard exists is made in the first instance by the carrier. The carrier's judgment can be exercised only in the light of the specific conditions at the location involved.
2. A supervisor may conclude, after personal observation and discussion with the carrier, that a particular lawn should be crossed and order the carrier to cross the lawn. The carrier may not ignore such an order with impunity. His remedy is to file a grievance. However, discipline should not be imposed upon a carrier who had exercised his discretion and not crossed lawns, merely because a supervisor later decides that some of the lawns could have been crossed.
3. The only proper instruction before and during route inspection is that the carrier deliver the route "in exactly the same manner as he does throughout the year." During the route inspection the Examiner "observes but does not supervise." Therefore, "A carrier cannot...be directed on the day of a route inspection to take any shortcuts which the carrier does not use throughout the year."

41.3.O O. The following provision without modification shall be made a part of a local agreement when requested by the local branch of the NALC during the period of local implementation; provided, however, that the local branch may on a one-time basis during the life of this Agreement elect to delete the provision from its local agreement:

"When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of, but not limited to, route adjustments, highway, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article."

That provision may, at the local NALC Branch's request during local implementation, be made applicable (including the right to delete it) to selected delivery units within an installation. For purposes of applying that provision, a delivery unit shall be a postal station, branch or ZIP code area. Any letter carrier in a higher level craft position who loses his/her duty assignment due solely to the implementation of that provision shall be entitled to the protected salary rate provisions (Article 9, Section 7) of this Agreement.

Branch Option on Article 41, Section 3.O. It is a branch's option to insert (or not insert) the Article 41.3.O language in its Local Memorandum of Understanding during local implementation. Management may not refuse the branch's request to insert the language during local implementation. The branch also may change its mind and, once during the term of the National Agreement, elect to delete the provision from the LMOU.

Note that the reference to Article 9.7 in Article 41.3.O is obsolete. The protected salary rate provisions are currently found in Article 9.6.

National Arbitrator Briggs held in J94N-4L-C 98009292, October 31, 2003 (C-24768) that a route change of greater than 50 percent does not constitute an abolishment under Article 41.3.O of the National Agreement. This rule does not negate the provisions of Article 30.C or the Article 30 Memorandum, which address existing LMOU provisions (see page 30-7).

National Arbitrator Snow held that when routes are posted under the provisions of Article 41.3.0 it must be done "in accordance with the posting procedures in this Article." (B90N-4B-C 92021294, March 22, 1996, C-15248) This reference is to Article 41.1.B.2 which provides that postings shall be installation-wide unless the local agreement or established past practice provides otherwise. Thus, if a branch has installation-wide bidding for vacant or newly created duty assignments, then all assignments in the affected carrier's delivery unit which are junior to that carrier's assignment must be posted for bid on an installation-wide basis. Incumbent letter carriers retain their assignments unless and until displaced by another letter carrier as a result of the bidding process.

An exception to this rule occurs if a branch has defined separate sections for excessing purposes and if an employee has been excessed from the section under the provisions of Article 12.5.C.4. Since Article 12.5.C.4(c) provides the reassigned employee with retreat rights in such cases, as long as an employee has such retreat rights to the section, bidding under the provisions of Article 41.3.0 is also limited to employees from the section at the same salary level as the vacancy.

Carrier Technician Assignments. In a national level settlement (H1N-3A-C 30176, February 6, 1987, February 6, 1987, M-00694), the parties agreed that:

If a local Memorandum of Understanding contains the Article 41.3.0 language and changes in T-6 [Carrier Technician] strings are so great that the assignments are abolished, they should be reposted in accordance with Article 41.3.0. If a local Memorandum of Understanding does not contain 41.3.0 language, reposting is not required. Changing one route in a T-6 [Carrier Technician] string is not a cause for reposting regardless of local Memorandum of Understanding provisions.

In a Step 4 Settlement dated July 26, 1990 (H4N-3A-C 62482, M-00986) the parties agreed that Carrier Technician positions should be included in postings under Article 41.3.0.

VOMA Positions Not Included. Vehicle Operations Maintenance Assistant (VOMA) positions are multicraft positions. The abolishment of a VOMA position does not trigger the provisions of Article 41.3.0; nor are VOMA positions included when assignments are posted under Article 41.3.0.



UNITED STATES POSTAL SERVICE
ROOM 9014
475 L ENFANT DR A7A SW
WASHINGTON DC 20260-4101
TEL (202) 368 1876
FAX (202) 368 1074

M-00986

OFFICE OF THE
ASSISTANT POSTMASTER GENERAL
LABOR RELATIONS DEPARTMENT

RECEIVED

JUL 2 1990

CONTRACT ADMINISTRATION UNIT
NALC WASHINGTON DC

Mr. Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2197

Re: H4N-3A-C 62482
Class Action
Dallas, TX 75260

Dear Mr. Sombrotto:

Recently, a meeting was held with the NALC Director of City Delivery, Brian Farris, to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether the non-posting of T-6 positions in the Restricted Posting process at the Lakewood Station is violative of Articles 12.5.C.4 and 41.3 'O'.

After reviewing this matter, we mutually agreed that no national interpretive issue is fairly presented in this case. We further agreed that the facts of this case do not suggest that the disputed posting was in compliance with the aforementioned sections of Articles 12 and 41.

Accordingly, this grievance is sustained and the case remanded to the Dallas Division with direction to provide the remedy requested in the Step 2 grievance appeal.

Time limits were extended by mutual consent.

Sincerely,


Dominic J. Scola, Jr.
Grievance & Arbitration
Division

DATE

July 26, 1990



OFFICIAL OLYMPIC SPONSOR



NATIONAL ASSOCIATION OF LETTER CARRIERS (AFL-CIO)

M-00986

D-2079

DATE: 9-23-87

GRIEVANCE
APPEAL TO **3**TO: REGIONAL DIRECTOR, EMPLOYEE AND LABOR RELATIONS
UNITED STATES POSTAL SERVICESouthern Postal Region
Midtown Towers
Memphis, TN 38166FROM: BRANCH PRESIDENTJack Walker, President
Lone Star Branch #132
221 W. Centre St.
Dallas, TX 75208

BRANCH GR #	GRIEVANT'S NAME	GRIEVANT'S S.S. #	JOB CLASSIFICATION	STATION
ND-498/87	Union	N/A	Letter Carriers	Lakewood

PURSUANT TO ARTICLE XV, SECTION 2 OF THE NATIONAL AGREEMENT, WE HEREBY APPEAL TO STEP 3 THE DECISION AT STEP 2 OF THE POSTMASTER OR DESIGNEE Mr. Howard Buck, Division Mgr.OF THE Dallas, TX 75260 INSTALLATION, RENDERED ON 9-16-87 AND RECEIVED ON 9-18-87

ATTACHMENTS (CHECK):

☒ STANDARD
GRIEVANCE FORM☒ STEP 2
DECISION☐ UNION CORRECTIONS OR ADDITIONS
TO STEP 2 DECISION (IF FILED)THE FOLLOWING INFORMATION WILL HOPEFULLY ASSIST THE PARTIES IN QUICKLY RESOLVING THIS PROBLEM. TO DISCUSS THIS GRIEVANCE
FURTHER, KINDLY CONTACT OUR NATIONAL BUSINESS AGENT Joe Z. Romero/NBAAT (ADDRESS) 600 E. Las Colinas Blvd., #560 OR BY PHONE 869-0711
Irving, TX. 75039VIOLATION: INCLUDING BUT NOT LIMITED TO NATIONAL (ART. & SECT.) 15-41.30 LOCAL (ART. & SECT.) Item 22 A
OTHER GROUNDS: 8-20-87 Item 22 BREASONS FOR APPEAL: On 8/20/87, the Union learned that no T-6 positions were included in the
Restricted Posting at Lakewood Station and the bidding period is for five (5) days only.The Union contends this is a violation of the National and Local Agreements as cited.CORRECTIVE ACTION REQUESTED: T-6 positions be included in the Restricted Posting - Bidding
procedures be handled in accordance with Local Agreement Item 22.B.cc NATIONAL BUSINESS AGENT, NALC
POSTMASTER

GRIEV-4 (REV. 1981)

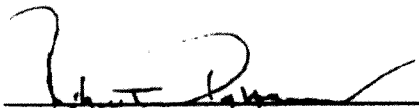
Jack Walker, President

BRANCH PRESIDENT/DESIGNEE

SIGNATURE

LOCAL MEMORANDUM OF UNDERSTANDING
2006-2011
GULFPORT, MS 39503-9998

This Memorandum of Understanding is entered into on November 14, 2007, at Gulfport, MS 39503-9998 between representatives of the United States Postal Service and the designated agent of Branch 1374 of the National Association of Letter Carriers Union, pursuant to the Local Implementation Provisions of the 2006-2011 National Agreement with the National Association of Letter Carriers Union.



Robert Patterson
Postmaster
Gulfport MS 39503-9998



Sharon Stockstill
Representative-NALC Branch 1374
Gulfport MS 39503-9998

ITEM 18 THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEE EXCESS TO THE NEEDS OF A SECTION.

ITEM 19 THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Management shall provide NALC Branch 1374 two (2) parking spaces at the Downtown Station and one (1) at East Station. Any further changes in parking will be controlled by Article 20, Section 3 of the National Agreement.

ITEM 20 THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE A PART OF THE TOTAL CHOICE VACATION PLAN.

Leave for Union Conventions (assemblies) will not be charged to the carriers choice Vacation period. The number of carriers on leave, however, may not exceed the percent allowed off for the period. Attendance at union conventions shall not be charged as choice vacation selection. At the beginning of each leave year, when the convention dates have been determined, sufficient slots for all eligible delegates shall be withheld for the appropriate dates. The Union will notify local management prior to the choice vacation submission period of the convention dates and names of the delegates proposed to attend.

ITEM 21 THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT.

SECTION I:

1. Regular carriers will have a regular work week of five (5) days with rotation days off.
2. Letter carriers bidding for assignment shall submit sealed bids in writing to personal, or by phone bidding, during the period specified in the posting notice(s).
3. When several assignments are posted, a letter carrier may bid for as many assignments as are posted, stating his/her preference in the following manner: 1st choice; 2nd choice; 3rd choice; etc.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on October 18, 2007 at Huntsville, Alabama between the representatives of the United States Postal Service and the designated agent of Branch 462, pursuant to the Local Implementation Provisions of the 2006 - 2011 National Agreement with the National Association of Letter Carriers.

This Local Memorandum of Understanding shall be in full force and effect until midnight November 21, 2011, unless extended by agreement between the parties at the National level. The terms of this Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.

 10/18/2007
Joey Sherman
Postmaster
Huntsville, Alabama

 10/18/07
John Winston
President
NALC, Branch 462

The wishes of a letter carrier will be considered when excess of eight (8) hours per day is required on the carrier's own route on one of his/her regularly scheduled days.

Item 15-17 -

ARTICLE 13 - LIGHT DUTY

A. It is agreed by and between the U.S. Postal Service, Huntsville, Alabama and Branch 462, NALC, that the following terms and conditions represent the basic understanding of the parties as to assignments of ill or injured employees to light duty assignments for the period of this Agreement.

B. Light duty requests will be submitted in writing to the installation head with medical documentation included. Light duty requests shall be acted upon in a timely fashion (within two (2) working days except when the request is received on Friday the deadline shall move to Monday, unless it is a Holiday Weekend when the deadline shall move to Tuesday of the following week). Light duty shall be provided to city letter carriers to the extent possible, within the limitations provided by the carrier's physician. The Postmaster or his/her designee shall notify the President of NALC Branch 462 in writing of any and all light duty requests and the disposition of said request the same day the decision is made. In the event a Light Duty Request is disapproved the reason for disapproval shall be stated in the written notification to both the employee and the President of Branch 462.

C. Sick leave balance will not be a factor in granting light duty

D. The Postmaster shall make every effort to employ letter carriers in their own station(s) or branch(s) for light duty assignments.

Item 18 – It is agreed that the Huntsville, AL Post Office and its stations and branches shall be known as an installation. It is further agreed that each of the following shall be considered a separate section for reassignment purposes:

1. Downtown Station
2. Haysland Station
3. Mastin Lake Station
4. West Station
5. Wynn Drive Station

Item 19 – The Huntsville, Alabama Post Office will continue to furnish free parking for all letter carriers in the Huntsville, Alabama Post Office. Parking will be on a first-come first-served basis, in the designated area for craft employees.

Item 20 - Leave granted to a Letter Carrier for the purpose of attending a National, State or Local Conventions/Meetings shall be charged to the percentage granted annual leave during the choice vacation period. Dates of these conventions shall be blocked (to the

grade due to a management action such as a change in job ranking criteria affecting more than one person under the same job description. Saved rate protection is also available to employees receiving a “red circle” salary amount in excess of the maximum for the grade.

3. **Saved grade, ELM Section 421.53**—Saved grade provisions can be invoked only in accordance with the applicable bargaining agreement (e.g. Articles 4.3 or 41.3.O). The saved grade is in effect indefinitely unless the employee fails to bid for vacant jobs in the saved grade for which he or she is qualified.

9.7 Section 7. Transitional Employees

Transitional employees will be hired at Grade 1, Step A, and will be paid at Step A of the position to which they are assigned.

The hourly rate paid to transitional employees will be subject to the increases and adjustments set forth in Sections 1 and 3 above.

Transitional Employee Wages. Section 7 provides that transitional letter carriers are hired at the same salary level as starting career carriers (Grade 1, Step A), and that they receive all general wage increases and COLA increases applicable to that level and step. Transitional employees do not receive step increases.

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE JOINT BARGAINING COMMITTEE (American Postal Workers Union, AFL-CIO and the National Association of Letter Carriers, AFL-CIO)

Re: Granting Step Increases

The parties agree that periodic step increases will not be withheld for reason of unsatisfactory performance and that all other aspects of the current step increase procedures remain unchanged, unless otherwise provided for by the 1990 National Agreement.

The Employee and Labor Relations Manual (ELM) shall be amended to conform with the above stated agreement.

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

Re: Upgrade of NALC Represented Employees

It is hereby agreed by the United States Postal Service and the National Association of Letter Carriers, AFL-CIO, that, based on Arbitrator Fleischli's September 19, 1999, Interest Arbitration Award regarding the upgrade of NALC represented grade 5 employees and maintaining the existing salary differential for NALC represented grade 6 carrier technician employees as well as other considerations, the following procedures will apply.

421.526 Documentation

PS Form 50 is used to notify an employee of a saved rate status.

421.53 Saved Grade**421.531 Explanation**

Saved grade provisions can be invoked only in accordance with the applicable collective bargaining agreement. Decisions to disapprove saved grade are subject to review through the grievance and arbitration process. Saved grade must be approved by area Human Resources managers or their designees. Saved grade applies to all bargaining unit employees *except* the following:

- a. Employees in Operating Services Division at Headquarters and the Merrifield Engineering Support Center (APWU) (see [422.7](#)).
- b. Employees under the National Postal Professional Nurses' (NPPN) Agreement (see [422.5](#)).
- c. Employees under the Fraternal Order of Police, National Labor Council (FOP-NLC) Agreement (see [422.8](#)).

421.532 Duration and Termination

The saved grade will be in effect for an indefinite period of time subject to the conditions below:

- a. To continue to receive a saved grade, an employee must bid or apply for all vacant jobs in the saved grade for which he or she is qualified.
- b. If the employee fails to bid or apply, the employee loses the saved grade status immediately.
- c. The Information Service Centers collective bargaining agreement requires that, in order to retain the saved grade, employees bid or apply for reassignment to their former grade or to any position at a grade between that of their former grade and present grade.

421.533 Step Increases

An employee with a saved grade continues to receive step increases in the saved grade. However, under no circumstances can these step increases exceed the maximum step of the saved grade (see [421.45b](#)).

421.6 Changes in Compensation Following Review or Audit

A review or audit of a position may result in a change in compensation if a decision is made to change the evaluation of the position or its identification. The compensation change occurs at the beginning of the pay period following the date of the decision.

421.7 Rate Schedule Summary and References

[Exhibit 421.7](#), Rate Schedule Summary and References, outlines the rate schedule codes (RSCs) for the categories and subcategories of bargaining unit employees, their salary schedule acronyms, and their grade ranges. It also provides references to ELM sections with appropriate exhibits and explanations.



Are you thinking of taking a new assignment within the Postal Service that will require you to move?

As a bargaining employee you may be eligible to receive relocation benefits if you transfer from one duty station to another for permanent duty and the transfer is primarily in the best interest of the Postal Service. If you request a transfer for personal reasons, or if it is for your convenience and benefit, the Postal Service is not obligated to provide relocation benefits. To qualify for benefits, your transfer must also meet two additional requirements:

- The distance between your new permanent duty station and your old residence must be at least 50 miles greater than the distance between your old duty station and your old residence.
- You must agree to remain at your new duty station for 12 months.

As a bargaining employee, what relocation benefits are available?

The Postal Service wants your transfer to be a good experience so that you and your family can direct your energies to the new assignment and your new home. The Handbook F-12, Relocation Policy, currently provides detailed information. In general, the following benefits are available to bargaining employees:

Relocation Leave

You can receive a maximum of five days of paid relocation leave. Relocation leave is in addition to any travel time; these days are not charged to any personal leave such as sick leave or annual leave. It may be taken any time during your relocation for relocation-related purposes. However, this leave must be approved by your supervisor and is charged to timecard code 80.

Advance Round Trip Travel

Advanced round trip travel time is for the purpose of finding a permanent residence at the new duty station. When circumstances warrant, your approving official may authorize one trip for up to 10 consecutive calendar days (includes 9

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nights) for you and your spouse or your spouse may travel alone instead of you; this includes travel time and scheduled off days. Employees must take the trip prior to their report-to-work date. Scheduled work days are charged to work hours. Reimbursement is requested via an on-line expense report through your MYMOVE.com website provided by the RMF. You may be reimbursed for transportation, lodging expenses and per diem if over 12 hours. If the time spent on advance round trip is less than 12 hours, no per diem is paid. Rental car is OK if traveling by air. Reimbursements for advance round trip expenses are taxable income to you.

En Route Travel

When you and/or your immediate family leave the old duty station and report to the new duty station, the Postal Service will reimburse actual and reasonable expenses for lodging, transportation, and per diem. You will be allowed a reasonable amount of time to travel from the old duty station to the new duty station; the most direct route must be used. If driving, you must average 300 miles per day to claim lodging. You will be paid the appropriate per diem rate and your immediate family members will be paid 75% of your per diem rate. If traveling on scheduled work days, this time is recorded as workhours. Reimbursement is requested via an on-line expense report through the MYMOVE.com website assigned to you by the RMF. Portions of reimbursements for enroute expenses are taxable income to you.

Temporary Quarters (TQ) at the new duty station

Temporary quarters is commercial lodging obtained at the new duty station until you can move into your permanent housing. You may be authorized for up to 30 consecutive days of TQ. Reimbursement should be requested after 30 days but not more frequently than every 10 days. Itemized receipts are required for all lodging regardless of cost. Any expense while in TQ over \$50 requires an itemized receipt; this includes groceries and dry cleaning expenses. Credit card receipts are not accepted. The lease for your TQ cannot exceed 90 days to be considered temporary. The TQ allowance is capped; you will be reimbursed for the lesser of (1) your actual expenses or the maximum allowable amount based on per diem rates at your new duty station and a standard lodging rate of \$25. TQ reimbursements are taxable income to you.

Example: The sum of the per diem (average cost area = \$39) and standard lodging allowance (\$25) is \$64. If a bargaining unit employee, spouse, and one dependent child occupy temporary quarters for 20 days, the employee could claim actual expenses up to the maximum amount computed as follows:

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First 10 Days	Employee, 10 days at	\$48.00	\$ 480.00
	Dependent, 10 days at	32.00	320.00
	Dependent, 10 days at	32.00	320.00
	Maximum for 10 days		\$1,120.00
Second 10 days	Employee, 10 days at	\$32.00	\$ 320.00
	Dependent, 10 days at	21.33	213.33
	Dependent, 10 days at	21.33	213.33
	Maximum for 10 days		\$ 746.66
Third 10 days	Employee, 10 days at	24.00	\$ 240.00
	Dependent, 10 days at	16.00	160.00
	Dependent, 10 days at	16.00	160.00
	Maximum for 10 days		\$ 560.00
Maximum allowed amount, 30 days			\$2,426.66

Note: The above rates include food, lodging at \$25 per day, and laundry expenses. You must submit itemized receipts for lodging, all grocery purchases and any dry cleaning in excess of \$50. There is a cap for any 30 day period of \$5,000.

Movement of Household Goods

The Postal Service contracts for moving services through the Relocation Management Firm (RMF) and you must use this service. In general, transportation and storage of your household goods is provided. The RMF consultant will discuss with you what can and can not be shipped or stored. RMF services include:

- Reviewing transportation procedures with you and establish a moving date.
- Selecting a qualified van line or agent.
- Monitoring adherence to all packing, loading and arrival schedules.
- Handling damage claims and resolving discrepancies
- Maintaining quality control and performance records.
- Determining appropriateness of items to be moved.
- If authorized, shipping a personally owned vehicle or motorcycle.

Storage of most personally owned household goods is allowed for up to 60 days. Your household goods are insured against damage or loss up to a maximum of \$180,000 using current replacement value criteria.

Miscellaneous Expense Benefit

The Postal Service realizes that relocation expenses occur that are not otherwise reimbursed, or covered by Postal Service contracts. Bargaining employees are eligible to receive a benefit of \$150 if single/\$300 if married, for expenses associated with relocation that are not otherwise reimbursed. You may be approved for amounts greater than specified above if you can support your request with a statement and paid receipts justifying the expense. The total approved will not be more than 1 week's basic pay for single employees, no dependents or 2 week's basic pay with dependents. The miscellaneous expense allowance is taxable income to you.

Direct Reimbursement of Real Estate Expenses

- ***Reimbursed Expenses*** - The Postal Service will reimburse you for allowable expenses incurred in connection with selling your home if they are customarily paid by the seller. The amount of this reimbursement, however, cannot be more than 10 percent of the actual sales price. The Postal Service may also reimburse certain closing costs associated with the purchase of a home at the new duty station if they are customarily paid by the buyer. The amount of reimbursement, however, cannot be more than 5 percent of the actual purchase price.
- ***Expenses for Settling Unexpired Leases*** - Certain expenses you incur for settling an unexpired lease on quarters you occupied at the old duty station may be reimbursed. Under certain conditions, these expenses may be reimbursed up to a maximum of 6 months.

Optional Benefits

- ***Home Finding Assistance*** - To help you purchase a home at your new duty station the RMF, at your request, can appoint a real estate broker to work with you. The broker will provide information on your new location, including information such as real estate markets and comparative conditions. If necessary the broker may meet you in your new location, and give you a tour of neighborhoods. If you plan to rent at the new location, the RMF, at your request, can assist you with locating and setting appointments at rental properties at the new duty station.

- **Home Mortgage Counseling** - You may find your own mortgage lender or you can get mortgage counseling assistance through the RMF. The RMF mortgage counseling program includes counseling, information on available mortgages and kinds of mortgages (rates, fees, lender requirements, etc.), pre-qualification, and referral to appropriate lending sources.

I have accepted a position that requires me to move. How do I get started?

Two forms are required to authorize relocation benefits. Forms are generated by the gaining office/approving official. These forms should be faxed to 650-377-5357 Attn: Relocation Unit, followed by mailing the originals to the address of record on the PS Form 8059:

PS Form 178 Specific Travel Order – Relocation & Relocation Agreement

PS Form 8059 Request for Relocation Management Firm (RMF) Services

PS Form 178 initiates relocation. Without a signed and approved Form 178, no relocation reimbursements can be made. To qualify for relocation benefits, you must meet the 50 mile rule.

PS Form 8059 initiates the services of the RMF, currently Cendant Mobility. The RMF provides all relocation benefits to you. These benefits include:

Relocation Policy Counseling
Relocation Accounting, including processing and payment of vouchers
Assistance in locating temporary quarters (TQ)
Movement and storage of household goods

What happens if, after accepting my new position, I decide to decline the transfer?

If you decline the transfer to the new duty station after accepting the new position, you must repay all relocation expenses incurred by the Postal Service for you, including relocation leave.

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Using a Government Travel Card

When you are traveling for relocation, you are traveling for official Postal Service business. You may use your individual government travel credit card to obtain the best fare/rates available which is required. If one has been issued to you (for example, government rate air fares, according to the current GSA contract, must be charged to a government credit card). If one has not been issued, you may request to apply for a card. You may not use the corporate travel account for relocation related expenses because the benefits are taxable. You may not use your individual government card for real estate transactions, shipment of household goods, or other non travel related relocation expenses.

Travel Advance/Getting a Travel Advance

If you do not have an individual government credit card, you may request a travel advance 2 weeks before you need the funds. You may not receive a travel advance for real estate transactions, shipment of household goods, or other not travel related relocation expenses. When you determine the amount you need, contact your relocation management firm (RMF) consultant who will provide instructions for request submission and advise you of the amount you can receive.

Do you have additional questions about relocation benefits offered by the Postal Service? Please call the RMF at 800-515-8073 or contact your postal coordinator at your current location.