

EXHIBIT LIST & RELEVANCE

1. Arbitrator DAS' decision on case #Q98C-4Q-C 01238942 (24 pgs.)
2. PM Level 18 Job Description (2 pg)
3. Qualification Standards for Sales and Service Associate (2 pages)
4. Qualification Standards for Sales, Service and Distribution Associate (1 pg)
5. POM Chapter 4 section 455 (defines Manual Distribution) (1 pg)
6. Glossary of Postal Terms (defines distribute and distribution) (1 pg)
7. POM Chapter 4 section 41 (Distribution) (1 pg)
8. POM Chapter 4 section 451 (Distribution) (1 pg)
9. POM Chapter 1 section 141 (PO Box is delivery and performed by clerks) (2 pgs.)
10. DMM 4.2 (PO Box is an alternative delivery option for customers) (1 pg)
11. Glossary of Postal Terms (defines deliver and delivery) (1 pg)
12. Rate Case Training DVD (training in DVD states that PO Box is delivery) (1 pg)
13. AMS manual (supports that Web Bats/PO Box maintenance is Clerk work) (8 pg)
14. LDC 45 & 48 (non supervisory work) (2 pgs.)
15. LDC 43 (separate LDC for manual distribution) (3 pgs)
16. Handbook M-39 (accountable clerk, not supervisor or PM) (1 pg)
17. Handbook M-41 (accountable clerk, not supervisor or PM) (4 pgs.)
18. Letter from Pat Donahoe to Vice Presidents acknowledging the Leagues complaints (1 pg)
19. The Leagues President's Message dated 10/16/2009 (3 pgs.)
20. The Leagues Congressional Push dated 1/29/2010 (11 pgs.)
21. Arbitrator Odom's Decision on Boxing Mail (10 pgs.)
22. E-Mail from Jim Sykes to field (2 pgs.)

National Arbitration Panel

In the Matter of Arbitration)
)
 between)
)
 United States Postal Service) Case No.
) Q98C-4Q-C 01238942
)
 and) (Article 1.6.B Case,
) Arbitrability)
)
 American Postal Workers Union)

Before: Shyam Das

Appearances:

For the Postal Service: Howard J. Kaufman, Esquire

For the APWU: Anton Hajjar, Esquire

Place of Hearing: Washington, D.C.

Date of Hearing: June 17, 2003

Date of Award: December 31, 2003

Relevant Contract Provision: Article 1.6.B

Contract Year: 1998-2000

Type of Grievance: Contract Interpretation

Award Summary

As set forth in the above Findings, the dispute in this case, as delineated at arbitration, is whether consistent with the exception in Article 1.6.B of the National Agreement, as interpreted in the 1978 Garrett Award (Case No. AC-NAT-5221), a supervisor at a small post office, whose position description includes performance of bargaining unit duties, may continue to perform those duties historically performed by a supervisor at that office on a daily, regular or routine basis, where there has been no shift or transfer of work or change in the amount of such duties performed by the supervisor. The Postal Service's position is that the performance of bargaining unit duties under these circumstances does not violate Article 1.6.B. As indicated in the Findings, I am somewhat unsure as to the Union's position on that issue. If the Union does not agree with the Postal Service's position, this dispute is arbitrable and should be scheduled for a hearing on the merits.



Shyam Das, Arbitrator

BACKGROUND

Q98C-4Q-C 01238942

This case originated on September 5, 2001, on which date the Postal Service notified the Union as follows:

In accordance with the provisions of Article 15, the Postal Service is initiating a dispute at Step 4 of the grievance procedure on the following interpretive issue:

Whether there is a violation of Article 1.6.B of the National Agreement when postmasters or supervisors in offices of fewer than 100 bargaining unit employees, who have historically performed non-supervisory tasks, continue to do so on a daily, regular or routine basis.

In Case G98C-4G-D 00254152, New Roads, LA; Case G98C-4G-C 00222041, Youngsville, LA; Case G98C-4G-C 00232532, Mamou, LA; and Case G98C-4G-C 00239464, Baker, Louisiana, the APWU has taken the position that if there is a clerk available who can perform the work, it must first be assigned to the clerk. The assignment of such work is regardless of whether the work has historically or traditionally been performed by the postmaster or supervisor.

Recently, in Case G90C-4G-C 92043937, the union pursued a similar argument that the postmaster could not perform duties on a daily, regular and routine basis since bargaining unit personnel were available.

It is the Postal Service's position that there is no prohibition against postmasters or supervisors in offices of fewer than 100 bargaining unit employees performing such work. In Case AC-NAT 5221 Arbitrator Garrett addressed this issue. The arguments routinely used by the union in regular arbitration are substantially similar to

those made by the APWU in the case in front of Arbitrator Garrett. Arbitrator Garrett did not impose a fixed maximum percentage or amount of time that supervisors or postmasters could perform such work.

Following a Step 4 meeting, the Union provided the following statement of its position, dated October 26, 2001:

The Postal Service is asserting a claim that no violation of 1.6.B occurs when Postmasters or Supervisors in offices with less than 100 bargaining unit employees perform bargaining unit work on a daily, regular or routine basis if they have historically performed such tasks.

We disagree with that assertion. The Union believes that a violation does occur when Postmasters and Supervisors shift work from the craft to themselves on a daily, regular and routine basis. It is our contention that craft work should be performed by craft employees if they are qualified and available to perform those duties. Any performance of bargaining unit work by Postmasters and Supervisors must be consistent with their job descriptions, Article 1.6.B and the Garrett Award (AC-NAT-5221).

The Union believes it has every right to examine all fact circumstances, historical and otherwise, when determining whether or not violations of 1.6.B are occurring. We disagree with assertions made at the Step 4 meeting that Postmasters and Supervisors can perform bargaining unit work on a daily and routine basis with impunity if they have historically done so. The contract and the 1978 Garrett interpretation of 1.6.B require

senior PTF was converted to regular. The Union in this case is seeking retroactive compensation for the violations that occurred while the former PM was there.

3. Baker, LA G98C-4G-C-C00239464 - In this Level 20 office the supervisor and the Postmaster performed bargaining unit work on a daily basis. The original supervisor left and the new supervisor did not perform bargaining unit work.

PTF work hours were reduced. The supervision's [sic] job description does not provide for doing craft work. The Postmaster alleges he has a right to do craft work at least 2 hours a day. We disagree. The Prior Postmaster in this office rarely did bargaining unit work.

4. Mamou, LA G98C-4G-C-00232532 - The clerical staffing in this office has been reduced and since that time the Postmaster has increased her daily and regular performance of craft work. The two PTF's are averaging less than 30 hours a week. In addition, an injured letter carrier was rehabbed into the office as a clerk and is getting 40 hours a week.

A grievance is also pending in this office regarding a reverted full time clerical position.

As you can see each of the referenced cases attached to this appeal have non interpretive fact circumstances that must be resolved at the local or regional level.

a close and complete review of the relevant fact circumstances when making a determination of whether a violation is occurring or not.

For that reason we believe the cases referenced in this Step 4 Appeal must be returned to arbitration at the regional level. Each of the referenced cases have been reviewed and in my opinion the fact circumstances of each case demonstrate that contract violations are occurring. Examination of fact circumstances do not require interpretive findings and require adjudication at the local or regional level. The following are some of the primary fact circumstances.

1. New Roads, LA 698C-4G-C-00254152 - In this office a full time position was reverted and the Postmaster has increased his performance of bargaining unit work. In addition, the work hours of the PTFs have been reduced. The Postmaster works on a daily, regular and routine basis during time frames he has not scheduled one or more PTF's. The part time flexibles are averaging less than 30 hours a week.
2. Youngsville, LA G98C-4G-C-00222041 - In this office the former Postmaster reduced the hours of the PTF's and increased his performance of bargaining unit work on a daily and routine basis. On his day off (Saturday) a 204B was scheduled to do craft work and the PTF was not scheduled.

A new Postmaster came to the office and dramatically reduced the amount of bargaining unit work he performed. The hours were restored to the PTF's and the

The Postal Service's statement of position, dated April 30, 2002, reiterated the position set out in its September 5, 2001 letter (previously quoted) and stated:

The Postal Service's position is that the daily, regular or routine performance of non-supervisory tasks which have been historically performed by the postmaster or supervisor does not violate the Agreement. The history and practice in Post Offices with less than 100 bargaining unit employees is that postmasters and supervisors may perform non-supervisory tasks, which include bargaining unit work. [Footnote omitted.] The Garrett award recognizes management's right to perform such work. Further, the language of Article 1.6.B was negotiated in 1973 and has remained unaltered despite repeated union proposals for change in subsequent contract negotiations.

Although the union argues that the Louisiana cases referenced in our September 5, 2001 correspondence should be remanded for application of the Garrett award to the facts of each case, the union's approach does not address the underlying interpretive dispute. During the October 25 meeting, the union maintained that if a postmaster or supervisor performs non-supervisory tasks on a daily, regular or routine basis it is a violation of the Agreement. The Postal Service disagrees as this was addressed by Arbitrator Garrett. The interpretive dispute can only be addressed at the National level by joint resolution; by the APWU's acceptance of our position by not appealing the matter to arbitration; or by a national arbitration award.

The Union appealed the dispute to arbitration on May 2, 2002. At arbitration, the Union took the initial position that this dispute does not involve an interpretive issue arising under the National Agreement, and, hence, is not arbitrable. The Union also claimed that the dispute initiated by the Postal Service is procedurally defective because it failed to set forth the facts and circumstances giving rise to the dispute and/or because the National Agreement requires the issue to be presented in the context of an appeal of one or more of the complained-of local grievances to National arbitration, rather than be initiated at Step 4. The parties agreed to bifurcate the dispute to obtain a ruling on these preliminary issues.

Article 1.6 of the National Agreement provides as follows:

Section 6. Performance of Bargaining
Unit Work

A. Supervisors are prohibited from performing bargaining unit work at post offices with 100 or more bargaining unit employees, except:

1. in an emergency;
2. for the purpose of training or instruction of employees;
3. to assure the proper operation of equipment;
4. to protect the safety of employees; or
5. to protect the property of the USPS.

B. In offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6.A.1 through 5 above or when the duties are included in the supervisor's position description.

(Emphasis added.)

The provision in Article 1.6.B, at issue here, has remained unchanged since 1973. The exception "when the duties are included in the supervisor's position description" was the subject of a major interpretive decision by Arbitrator Sylvester Garrett, Case No. AC-NAT-5221, issued on February 6, 1978. (Hereinafter referred to as the "Garrett Award".) In that National decision, Arbitrator Garrett addressed the meaning of Article 1.6.B. His findings included the following:

For convenience Article I, Section 6-B will be referred to as I-6-B in these Findings. The interpretation of I-6-B ultimately suggested by the APWU would read it to embody essentially a limitation that no supervisor in a small Post Office could spend more than about 15% of his or her daily work time performing bargaining unit work.

There is no support in the language of this provision for this suggestion. Such an "interpretation" in truth would represent a detailed implementation of I-6-B such as the parties might develop through negotiations, or which Management might adopt unilaterally, in order to provide a practical day-to-day rule of thumb to

minimize administrative confusion in the thousands of small Post Offices....

Under the USPS literal reading of I-6-B, however, it would be free to rewrite or replace all supervisory position descriptions so as to take full advantage of the exception referring to the inclusion of bargaining unit work "in the supervisor's position description." Under this interpretation, in effect, it could substitute supervisors for bargaining unit personnel freely, even on a full-time basis. To embrace such an interpretation would be to read I-6-B as if written in a vacuum rather than in the context of an on-going collective bargaining relationship. Proper interpretation of such a key provision in a collective agreement surely involves more than an exercise in semantics.

[Chairman Garrett then addressed the background to the 1973 negotiations in which Article 1.6.B was adopted.]

* * *

It follows that in 1973 I-6-B was not intended to authorize revision of supervisory position descriptions (as they existed in 1973) to include performance of bargaining unit work. It is equally clear that nothing in Article I, Section 6 could be deemed to preclude revision of existing position descriptions, or the development of new ones, when such action might be warranted by changes in relevant conditions or operating methods in a given office, or otherwise required in a good faith exercise of Management initiative under Article III of the Agreement.

Another problem is presented where an applicable supervisory position description in a given office already includes performance of bargaining unit duties . . . , but the Service then substantially increases the amount of bargaining unit work required of incumbents of the supervisory position, at the expense of hours worked by Clerks. Here again, I-6-B necessarily implies an obligation to act in good faith, rather than arbitrarily taking advantage of this exception to increase the performance of bargaining unit work by supervisors. Thus I-6-B grants no authority to substitute a supervisor for a bargaining unit employee unless (1) such action can be justified by some change in relevant conditions or operating methods affecting the office or (2) otherwise results from good faith action by Management in the exercise of its authority under Article III.

* * *

... There is no way, therefore, that I-6-B reasonably could be read to grant an unlimited license to eliminate Clerk hours by transferring Clerk work to supervisors without also giving consideration to other possible means of reducing total work hours.

In light of this analysis, it is clear that the USPS errs in claiming an unfettered license under I-6-B to assign Clerk duties to supervisors. Proper observance of the policy enunciated in Article I, Section 6 would require as a minimum that--before such action is taken in any given office--the USPS should also give full consideration to other reasonably available means of eliminating excess manpower. If, after such a good faith review has been conducted, it nonetheless reasonably appears that Clerk

hours must be reassigned to supervisors in any given small office, appropriate action then might be taken in the exercise of Management authority under Article III.

The present interpretation obviously cannot be applied in any given small office except in light of all relevant facts applicable to that particular installation. In order to dispose of all pending grievances under I-6-B, therefore, the parties either will have to negotiate a detailed set of rules for implementing this provision (as the APWU apparently would desire) or proceed with a detailed analysis of each of the pending grievances.

UNION POSITION

The Union initially points out that, although it is challenging the propriety of the Postal Service's Step 4 dispute, it was obliged to appeal the dispute to arbitration because the Postal Service has unilaterally held up numerous local grievances pending resolution of this allegedly interpretive dispute. Therefore, the Union requires a determination that this dispute is not truly interpretive and an order to unblock all the grievances that are being held in abeyance.

The Union asserts that National arbitration precedent establishes that an interpretive issue exists where there is a legitimate dispute about the meaning of language contained in the contract. The Union stresses that in this case the Postal Service has pointed to no term other than the entirety of

Article 1.6.B which requires interpretation. Moreover, the Union maintains, both parties agree that the Garrett Award is controlling and has already laid down the rules to apply in Article 1.6.B disputes. Under the Garrett Award, the issue raised in such grievances cannot be generalized, but can only be answered on the basis of all relevant facts. The Union contends that where, as here, the dispute is simply over the nature of local practices, there is no interpretive issue.

In the Union's view, the Postal Service is seeking a reaffirmation of the Garrett Award because it objects to the Union making arguments in the grievance procedure which the Postal Service thinks are not supported by the Garrett Award and because it believes some District panel arbitrators are misapplying the Garrett Award. The Union contends that the Postal Service's issue, therefore, is entirely one addressing the application of the Garrett Award and the arguments of Union advocates, not the interpretation of any term of the National Agreement.

The Union insists that the Postal Service's belief that District panel arbitrators are misapplying the Garrett Award is not a basis to revisit and reinforce that Award. This arbitrator does not sit as a "supreme court" to hear appeals from and to correct the errors of District panel arbitrators or to dictate the arguments Union advocates may make concerning the proper application of that Award.

The Union contends that Chairman Garrett already has set out the rules for applying Article 1.6.B, and the Postal Service has no right to stop the Union's grievances in their tracks and try to obtain another award saying what Arbitrator Garrett already has said. It cites the fact that the parties have lived with and applied the Garrett Award at the field level for over 25 years as compelling proof that the Postal Service has presented no genuine interpretive issue of general application.

The Union also argues that this dispute is procedurally defective because the Postal Service's position clearly is based on the Union's arguments in five district grievances, but the Postal Service failed to utilize the Step 3 referral process set forth in Article 15. The Union insists that the Postal Service cannot bypass that process and lump together all the cases in a single Step 4 dispute as it has done here. Moreover, the Union asserts, in one of the five cited grievances the Postal Service did initiate the referral process at Step 3, but failed to initiate a National level dispute within 30 days as required by a May 1999 MOU. Thus, the Union asserts, the Postal Service, under the guise of filing a Step 4 dispute, is attempting to circumvent and cure its default at Step 3 in that grievance.

The Union further claims that this dispute is procedurally defective because the Postal Service's Step 4 letter does not specify in detail the facts giving rise to the dispute, as required by Article 15.4.D.

EMPLOYER POSITION

The Postal Service asserts that if the postmaster's standard position description lists bargaining unit work as one of his/her duties and the postmaster has historically performed these functions in the office, he/she is entitled to perform bargaining unit work for the same number of hours as performed in the past on a daily, regular or routine basis. The Postal Service maintains that the Union has taken the position in the five cases cited in the Postal Service's Step 4 appeal, and in a number of regular arbitrations that have been heard and are pending, that if a clerk is available at the office, the postmaster is precluded from performing bargaining unit work despite the history of work in the office or the standard position description. The Postal Service takes the position that Article 1.6.B does not prohibit the postmaster from performing bargaining unit work in offices of less than 100 bargaining unit employees. Moreover, it contends, the Garrett Award that both parties believe is applicable to the instant case, supports the Postal Service's position.

The Postal Service argues that the Union has made this dispute a national interpretive issue by taking a position contrary to a National award in regional arbitrations. The Postal Service sees no reason why it has to defend its actions in multiple forums when the historical fact of the postmaster performing bargaining unit work is not in dispute or contested. The Postal Service contends that the only issue is the Union's

attempt to apply Article 1.6.A to offices encompassed by Article 1.6.B, inasmuch as in none of the matters brought to arbitration does the Union dispute the historical fact that the postmaster has performed bargaining unit work in the past, nor does it claim that the number of hours the postmaster performs bargaining unit work has increased or that hours have been shifted from a clerk.

The Postal Service disagrees with the Union's interpretation of Article 1.6.B, and with those district level arbitration decisions that have departed from the traditional reading of Article 1.6.B set forth in the Garrett Award.

Finally, the Postal Service contends that the Union's recitation of the grievance process that takes place at Step 3 prior to a regular arbitration is not relevant to the instant case which was brought under the parties' procedure allowing either party to raise a national interpretive issue at Step 4. Moreover, it disputes the Union's claim that the Postal Service is at fault for having held local cases in abeyance until this interpretive issue is resolved. Article 15.2 specifically provides that "local grievances shall be held in abeyance", not "may be held in abeyance."

FINDINGS

Although the Postal Service initiated this dispute at Step 4 at least in part due to the position taken by the Union in the cited Louisiana grievances, among others, it did so by

exercising its right to initiate an interpretive dispute at Step 4 under Article 15.4.D. It was not required to do so by referral of specific local grievance(s) under Article 15.2.Step 3(c). Under Article 15.4.D, as well as Article 15.2.Step 4(a): "Any local grievances filed on the specific interpretive issue shall be held in abeyance at the appropriate level pending resolution of the national interpretive dispute." In my opinion, the Postal Service sufficiently specified the facts giving rise to the dispute, as required by Article 15.4.D. The Postal Service's position in this interpretive dispute does not depend on the specific facts in any given grievance.

Accordingly, this dispute is not procedurally defective, and I next address the Union's claim that the dispute does not raise a legitimate interpretive issue and, hence, is not arbitrable.

Article 1.6.B applies to post offices with less than 100 bargaining unit employees. It provides for an exception to the general prohibition on supervisors (including postmasters) performing bargaining unit work "when the duties are included in the supervisor's position description".

What does this exception mean? That was the issue presented to and decided by Arbitrator Garrett in 1978. For over 25 years the parties have applied the ruling in the Garrett Award to cases where this exception is cited by the Postal Service to justify performance of bargaining unit work by a supervisor. In a very real sense, the ruling in the Garrett

Award is part and parcel of the parties' collective bargaining agreement. Essentially, the exception in Article 1.6.B can only properly be applied by applying the Garrett Award.

Thus, to the extent there is a genuine dispute between the parties as to the meaning of the Garrett Award it constitutes an interpretive dispute under the National Agreement. Such a dispute is to be distinguished from a dispute as to the application of the Garrett Award to a particular set of facts, which may or may not also be in dispute.

At arbitration in this case, both parties further delineated the respective contractual positions they previously had set forth in written statements after the dispute was initiated at Step 4 by the Postal Service.

As set out in its September 5, 2001 and April 30, 2002 statements, the Postal Service position was that: "the daily, regular or routine performance of non-supervisory tasks which have been historically performed by the postmaster or supervisor does not violate the Agreement." That statement of position could be read to encompass situations where a postmaster or supervisor continues to perform the same types of tasks, but increases the amount of bargaining unit work historically performed by the postmaster or supervisor at that office. At arbitration, however, the Postal Service made it clear that its position in this case, as stated in its post-hearing brief, is that:

... if the postmaster's standard position description lists bargaining unit work as one of his/her duties and the postmaster has historically performed these functions in the office, he/she is entitled to perform bargaining unit work for the same number of hours as performed in the past on a daily, regular or routine basis.

(Emphasis added.)

The Postal Service maintains this is the proper interpretation of Article 1.6.B as determined in the Garrett Award.

It appears from the record in this case that the Union at the local level has in some recent cases taken the position in the grievance procedure and at District level arbitration that supervisors may not perform bargaining unit duties on a daily, regular and routine basis if there is a clerk available to perform the work, regardless of local practice. Moreover, at least some District level arbitrators -- including Arbitrator Edwin Benn in Case No. COC-4U-C5058 (Akron, Colorado, 1992) -- have disregarded established local practice if it does not conform to the arbitrator's interpretation of language in the supervisor's position description covering performance of bargaining unit duties.

In response to the position asserted by the Postal Service at Step 4 in this case, the Union stated in its October 26, 2001, letter:

We disagree with that assertion. The Union believes that a violation does occur when Postmasters and Supervisors shift work from the craft to themselves on a daily, regular and routine basis. It is our contention that craft work should be performed by craft employees if they are qualified and available to perform those duties. Any performance of bargaining unit work by Postmasters and Supervisors must be consistent with their job descriptions, Article 1.6.B and the Garrett Award

Although the Union initially refers to a situation where work is shifted from the craft, this statement as a whole is broad enough to encompass a claim that even if a supervisor's position description includes bargaining unit duties and the supervisor historically has performed those duties for a certain number of hours, such performance -- even without any shifting of work -- nonetheless may constitute a violation of Article 1.6.B. To that extent, it is inconsistent with the position taken by the Postal Service, as delineated at arbitration. Yet, in next addressing the Louisiana grievances cited by the Postal Service, the Union's statement in each instance claimed that examination of the fact circumstances showed that the postmaster or supervisor increased his or her performance of bargaining unit work.

At arbitration, the Union continued to maintain that the Garrett Award constitutes "a final and definitive ruling that invariably places these disputes at the local level". But in explaining why it disagreed with the Postal Service's position, the Union's focus and emphasis was on situations where

there was a change in the amount of bargaining unit work performed by a supervisor. As stated in the Union's post-hearing brief:

The APWU disagreed with this proposition because, as it sees it, under the Garrett Award, it still depends on the local fact circumstances whether there is a violation. The Union, moreover, focused on the shift in work from clerks to postmasters and supervisors in accordance with the Garrett Award: "The Union believes that a violation does occur when Postmasters and Supervisors shift work from the craft to themselves on a daily, regular and routine basis" (emphasis added). Although the Postal Service's advocate acknowledged that the Garrett Award addressed the transfer of work from the bargaining unit to management personnel, the Step 4 dispute conveniently omits this point.

A close examination of the Union's 15 day letter demonstrates that it was relying on the fact-bound circumstances in each grievance. In each of the Louisiana cases, the Union pointed to the fact that, among other things, postmasters or supervisors increased their performance of bargaining unit work and decreased the work load of clerks. Perhaps the Postal Service has a justification for having done so, or denies that it has done so, but under the Garrett Award, these are factual issues for resolution in District arbitration.

Furthermore, the Postal Service elsewhere has clearly recognized that the Garrett Award controls the shift of work from clerks to postmasters or supervisors. In a National level agreement concerning the

Workload/Workhour Budget Equalization Program Guidelines for smaller offices (U. Exh. 3, it stipulated that, to the extent that the guidelines "suggest[ed] when a shift of clerical bargaining unit work from craft employees would be appropriate," the Postal Service, the Garrett Award "set forth certain standards for evaluating whether or not management has the ability to shift bargaining unit work from craft employees to postmasters in Article 1.6.B offices." It promised that "no bargaining unit work will be shifted from craft employees to postmasters/supervisors solely as a result of a review using the Workload/Workhour Budget Equalization Guideline process." Rather, when "an adjustment appears warranted" under the process, "the considerations established in Arbitrator Garrett's decision will be reviewed and applied before any shift of bargaining unit work from craft employees to postmasters is effectuated. In particular, the conditions in the office must be in concert with the conditions specified in Arbitrator Garrett's decision in order for any such shift of work to be justified."

From the above discussion, the Postal Service's proposition should now be easy to recognize as a "trick question" designed to trap the Union into forfeiting the argument that there was a violation of the National Agreement and the Garrett Award when work was shifted from clerks to management, whether or not postmasters or supervisors historically performed any of the work in question....

(Emphasis in original.)

Frankly, I am perplexed as to whether there is a genuine disagreement between the parties as to the meaning of the Garrett Award, and, hence, the meaning of Article 1.6.B. The Union asserts that the Garrett Award does not give the Postal Service carte blanche to increase the amount of bargaining unit work performed by a supervisor whose position description includes performance of bargaining unit duties or to shift work from clerks to supervisors, and that such cases have to be decided on a case-by-case basis depending on the local fact circumstances. As I understand it, the Postal Service does not disagree with that assertion. The Union also asserts in its post-hearing brief: "Where, as here, the dispute is simply over the nature of local practices, there is no interpretive issue." The Postal Service has a different view of the present dispute, but presumably otherwise would not disagree with this proposition.

The Union, however, does not specifically and directly address the situation raised by the Postal Service, where there is no shift or transfer of work or change in the amount of bargaining unit duties historically performed at a particular small post office by a supervisor whose position description includes such duties. If the Union's position is that under the Garrett Award a continuation of the status quo may violate Article 1.6.B -- which clearly is contrary to the position taken by the Postal Service -- then there is an interpretive issue to be decided. That issue, as defined and delineated by the Postal Service, is not dependent on particular local fact circumstances. Which is not to say, of course, that in any

specific case there may not also be factual questions to be resolved in determining what is the status quo -- or historical practice -- and whether there has been a change.

AWARD

As set forth in the above Findings, the dispute in this case, as delineated at arbitration, is whether consistent with the exception in Article 1.6.B of the National Agreement, as interpreted in the 1978 Garrett Award (Case No. AC-NAT-5221), a supervisor at a small post office, whose position description includes performance of bargaining unit duties, may continue to perform those duties historically performed by a supervisor at that office on a daily, regular or routine basis, where there has been no shift or transfer of work or change in the amount of such duties performed by the supervisor. The Postal Service's position is that the performance of bargaining unit duties under these circumstances does not violate Article 1.6.B. As indicated in the Findings, I am somewhat unsure as to the Union's position on that issue. If the Union does not agree with the Postal Service's position, this dispute is arbitrable and should be scheduled for a hearing on the merits.



Shyam Das, Arbitrator

STD POSITION DESCRIPTION

POSTMASTER EAS-18

FUNCTIONAL PURPOSE

Manages the operation of a small- to medium-size city post office, having a limited distribution activity and providing any combination of city, rural, and highway contract route mail delivery and collection, and sales of Postal Service retail products and services.

OPERATIONAL REQUIREMENTS

Workload service credits normally fall between 2076 and 5500. These numerical limits are subject to the rules of tolerance and credit for exceptions.

DUTIES AND RESPONSIBILITIES

1. Manages directly or through subordinate supervisors, a small- to medium-size group of carriers and clerks engaged in mail separation, delivery and collection, and window service activities.
2. Manages the implementation and administration of approved programs as they apply to the local office; operates within established rules, laws, and procedures.
3. Prepares, submits, and administers a moderate-size operating budget.
4. Trains new employees to ensure quality service.
5. Ensures that proper safeguards are instituted for the welfare of the customers and for the protection of the mails.
6. Supervises office clerical operations to provide records, files, and reports.
7. Selects locations for contract stations and administers the contracts.
8. May personally handle window transactions and perform distribution tasks as the workload requires.
9. Has regular contact with postal customers.
10. Exercises normal protective care of a moderate-size stock of accountable paper, a small building, building and office equipment, supplies, and vehicles.
11. Exercises a normal regard for the safety of self and others, with particular emphasis on ensuring employee compliance with established safety policy and procedures; administers the safety program for the office.

SUPERVISION

Manager, Post Office Operations.

SELECTION METHOD

See Handbook EL-312, Section 740 - Selection Policies For Nonbargaining Positions.

Document Date: 03/10/1990

Occupation Code: 2301-6118

BARGAINING UNIT QUALIFICATION STANDARD
2320c
(2320-0001) SALES AND SERVICES ASSOCIATE — LEVEL 6

DOCUMENT DATE: August 15, 2005

EXHIBIT #3

FUNCTION:

Performs a variety of tasks to support sales of products and services. Maintains professional and effective public relations with customers and others requiring familiarity with postal laws, regulations, and current procedures.

DESCRIPTION OF WORK:

See the Standard Position Description for the Occupation Code given above.

REQUIREMENTS:

KNOWLEDGE, SKILL, and ABILITY REQUIREMENTS:

This section is composed of Knowledge, Skills, Abilities (KSAs) that are required to satisfactorily perform the tasks of the position. Individuals must demonstrate that they possess a sufficient level of each KSA, to include at least minimum competency for senior-qualified positions to enable them to perform these tasks satisfactorily. Successful completion of the applicable testing procedure(s) is sufficient to demonstrate the KSAs listed below. In certain circumstances, applicants may demonstrate these levels by describing examples of experience, education, or training, any of which may be non-postal. Failure to demonstrate any KSA is disqualifying.

1. Ability to work and deal with people sufficient to work cooperatively and interact positively with customers, co-workers, as well as respond appropriately to changing conditions or unique customer or coworker situations.
2. Ability to communicate orally refers to expressing spoken ideas or facts clearly and logically when answering questions, giving instructions, and providing information.
3. Ability to perform basic mathematical computations refers to performing basic calculations such as addition, subtraction, multiplication, and division with whole numbers, fractions and decimals.
4. Ability to work independently refers to following either spoken or written instructions or directions, multitasking and organizing time effectively to perform work assignments, either with or without direct supervision.
5. Ability to reference, comprehend and use information refers to gathering information from both oral and written sources, retaining it for future use, providing it in response to request (e.g., on forms), and using it to identify the appropriate course of action to resolve a situation based upon postal laws, regulations, and current procedures.
6. Demonstrating conscientiousness and initiative refers to taking care in performing work assignments and working toward task completion.
7. Ability to safely perform the duties common to the position.

EXAMINATION REQUIREMENTS:

Individuals must successfully complete Postal Service Test 473, which includes the following measures of job-related knowledge, skills, and abilities:

- A. Address Checking
- B. Forms Completion
- C. Coding & Memory
- D. Personal Characteristics and Experience Inventory

TRAINING/EXAMINATION REQUIREMENTS:

Individuals who qualify and are selected under this standard will be required to complete prescribed training satisfactorily to demonstrate, through testing and/or practical demonstration, possession of each of the knowledge, skills and abilities covered at the level required for the job. Failure to demonstrate any KSA is disqualifying. The following KSAs are covered by this prescribed training:

1. Ability to sell products and services includes providing timely and courteous customer service, persuasive selling to customer needs, providing product information, creating/maintaining an aesthetically pleasing retail environment and completing sales transactions.
2. Ability to interact with a variety of customers to gather information, evaluate service needs and respond appropriately to unique customer situations.
3. Ability to exercise courtesy and self-control in providing appropriate customer service to accomplish established goals of the functional area.
4. Ability to identify and analyze problems by gathering information from both oral and written sources and developing an appropriate course of action to resolve the situation.
5. Ability to use technology-based business equipment, such as calculation equipment or computers sufficient to process customer transactions, input data, and produce numeric and written reports.
6. Knowledge of financial procedures such as the terminology, materials, techniques, and procedures used in maintaining accurate records of disbursements, receipts and other financial information and loss prevention.
7. Knowledge of postal products and services including appropriate Postal regulations regarding mail service (e.g., domestic and international mail requirements, classes of mail).

PHYSICAL REQUIREMENTS:

Individual must be physically able to perform efficiently the duties of the position.

ADDITIONAL PROVISIONS:

When filled internally, this position usually involves a deferment period during which the senior bidder must successfully complete the prescribed training.

Sales and Services Associates must work an assigned tour and days of work. Sales and Services Associates must follow Postal Service policies and procedures for personal conduct at work, including adhering to rules and regulations.

Sales and Services Associates are required to provide service to the public. They must maintain a neat and professional appearance in such interactions, including wearing a uniform and name tag when required.

[Back](#)

EXHIBIT #4

STD POSITION DESCRIPTION

SALES, SERVICES AND DISTRIBUTION ASSOCIATE, PS-06
06

FUNCTIONAL PURPOSE

Performs distribution and a variety of sales and customer support services for products. Maintains pleasant and effective public relations with customers and others requiring a general familiarity with postal laws, regulations, and procedures commonly used.

DUTIES AND RESPONSIBILITIES

1. Performs distribution and a variety of sales and customer services at a retail window such as maintaining sufficient inventory of and selling stamps, stamped paper, other retail products and services and may use a computerized system; accepting and delivering packages and accountable mail; issuing and cashing foreign and domestic postal money orders; accepting and responding to customer claims and inquiries, and providing information to the public regarding postal regulations.
2. Provides sales and customer service support by greeting customers and explaining store layout; determining special interests and referring to sales and promotional programs; offers assistance in product selections; provides special assistance; and answers customer inquiries when needed.
3. Provides product and service information to customers, including informing customers regarding special offers; suggestive selling related merchandise; promoting products based on customer needs. Provides additional information regarding product features and services.
4. Handles and processes customer purchases and returns relating to products and services and may use a point of sale system. Assists customers with transactions.
5. Maintains appearance of store by setting up, arranging and replenishing displays and merchandise racks; ensures display and selling areas, work stations, and storage areas are presentable to customers.
6. Conducts product inventories by counting items on hand; attaches and removes security devices; accounts for items on display; and verifies and records sales floor inventory and shrinkage. Brings inventory discrepancies and shrinkage reports to the attention of the appropriate supervisor presence.
7. May verify presort and bulk mailings of all classifications, computing and maintaining on a current basis mailers' credit balances.
8. Checks and sets post office stamp-vending machines and postage meters.
9. Rents post office boxes, receives rental payments, conducts reference checks, and completes related forms.
10. In addition, may assign and clear accountable items.
11. Distributes primary and one or more secondary schemes of incoming mail by delivery point based on a knowledge of the distribution scheme established for the office, branch, or station.
12. Distributes primary and one or more secondary schemes of outgoing mail for dispatch based on knowledge of current distribution schemes.
13. May perform additional duties such as maintain records of mails; face and cancel mail; make emergency carrier relays; label and tie out mail for dispatch and other related duties for distribution.

SUPERVISION

Supervisor, Customer Services, or other supervisor/designee.

SELECTION METHOD

BARGAINING UNIT

CLERK

Document Date: 09-21-99

Occupation Code: 2320-0003

455 **Types of Distribution**

455.1 **Manual Distribution**

Manual distribution is hand sorting of mail by ZIP Code or address into manual letter or flat mail cases, trays, containers, sacks, or pouches in order to group mail or packages of mail for a common destinating area.

455.2 **Mechanized Distribution**

Mechanized mail distribution increases operational efficiency through the use of sorting machines and enhances the use of employee skills. Distribution of mail on mechanized equipment such as multiposition letter sorting machines (MPLSMs), single-position letter sorting machines (SPLSMs), parcel sorting machines (PSMs), and sack sorting machines (SSMs) is based on ZIP Code, except for incoming secondary sort schemes.

455.3 **Automated Distribution**

Automated distribution of letter and flat mail is the optimal system and is preferred over both manual and mechanized methods. The finest depth of sort is received using the available automated equipment (e.g., multiline optical character reader (MLOCR), mail processing barcode sorter (MPBCS), delivery barcode sorter (DBCS), carrier sequence barcode sorter (CSBCS), etc.). Letters are processed and sorted on the MLOCRs by scanning the address on the letter, applying a base depth of sort barcode, and directing it to its proper destinating stacker. Letters processed by MPBCSs, DBCSs, and CSBCSs are sorted by reading the barcode printed on the envelope and directing it to its proper stacker. The Remote Barcoding System (RBCS) handles letters that could not be read by the MLOCR. Images of this nonreadable mail are electronically sent to a remote keying site where mail clerks key in the proper information to enable a modified barcode sorter or output subsystem (OSS) to apply the barcode that represents the best depth of sort for the address provided.

456 **Managed Mail Processing**

Managed mail processing (MMP) is a distribution system where First-Class Mail, for a specific ZIP Code span, is massed at an automated/mechanized facility for distribution and dispatch. Initially, originating Post Offices identify and distribute First-Class Mail for a state or a specific ZIP Code span that is to be transported to ADCs/AADCs in destination geographic areas beyond the range of overnight delivery. Processing at origin points requires separation of mail to destination distribution centers by automated, mechanized, or manual case distribution. ADCs/AADCs will, to the extent possible, use machines and process destinating managed mail on Tour II. This, however, does not preclude performance of necessary distribution on other tours to achieve service standard commitments. The prime objective and benefit of MMP is the reduction in secondary workload at origin Post Offices, primarily on the evening tour. Leveling of workloads results with the addition of day tours instituted at ADCs/AADCs. Sectional center facility workloads and total piece handlings are reduced because of expanded mechanized mail processing at

D

dismount delivery — The method of delivery in which a letter carrier leaves a vehicle for one or several deliveries and then returns to move the vehicle to the next delivery point.

dispatch — Mail readied and loaded for transportation. To ready the mail for loading.

dispatch of value — The last dispatch of the day that is loaded on transportation in time to meet the service standard for the mail class or destination.

dispenser — (See *stamp vending machine*.)

distribute — To sort mail in order to group pieces according to a plan or scheme.

Distributed Data Entry and Distributed Reporting (DDE/DR) — A group of software applications used to process payroll and payroll-related transactions by remote video display terminals, which are linked to the mainframe at the Minneapolis Accounting Service Center (ASC). The sites are also equipped with printers for transmitting system-generated application reports, replies to local inquiries, and reports normally mailed from the ASC.

distributing unit — The area in a post office, post office station, post office branch, and airport mail center/facility where distribution clerks sort mail.

distribution — The sorting of mail into pigeonhole cases, trays, sacks, machine bins, or pouches in order to group pieces with a common destination for transportation to the post office of address. It may be done by manual, mechanized, or automated means. The term is also applied to the distributed mail itself.

distribution networks office (DNO) — A postal unit that prepares all authorized National Air and Surface System (NASS) dispatch and routing instructions and coordinates USPS transportation operations within a geographic area. (See also *route*.)

district — An administrative field unit that oversees most operational and support functions for post offices in a defined geographic area.

divider — A vertical or horizontal separator for letter carrier or clerk distribution cases.

4 Mail Processing Procedures

41 Introduction

Once mail is collected and brought to the processing facility, it must be distributed, transported, and delivered to its final destination. This process begins with mail preparation, which entails dumping, culling, facing, traying, and canceling the collected mail. Once this is accomplished, the mail is ready for distribution or sorting. After mail preparation and distribution, the mail is routed and dispatched to a destinating processing facility where it is finalized and sent to the carrier unit for delivery.

42 Responsibilities

421 Headquarters

Network Operations Management has the following responsibilities:

- a. Coordinate mail processing for interarea receipt and distribution to ensure optimal service and efficiencies.
- b. Prepare and issue instructions, procedures, policies, guidelines, and directives pertaining to manual, mechanized, and automated mail processing and equipment.
- c. Review and approve proposed changes in the makeup and labeling of mail processed at area distribution centers (ADCs), automated area distribution centers (AADCs), Air Mail[®] centers/facilities (AMC/Fs), and bulk mail centers (BMCs) concurrent with area input.
- d. Approve with Address Management all ZIP Code[™] assignments and requests for ZIP Code changes and realignments.
- e. Prepare and issue instructions, procedures, policies, guidelines, and directives pertaining to inter-intra transportation using all modes.
- f. Maintain list of all network processing facilities as shown in the national labeling lists (see DMM[™] I).

Note: ZIP Code assignments to facilities change depending on class or shape of mail.

422 Area Offices

Operations Support in the area offices will review all plans submitted by the customer service processing facilities, air mail centers/facilities (AMC/Fs),

when public demand for a specific first-day issue exceeds daily cancellation capability. Backdating causes several major problems. It jeopardizes the integrity of the postmark as a legal basis for determining individual or contractual compliance with statutory deadlines, and it decreases the value of cancellation dates as the basis for measuring service standard achievement.

444 **Equipment and Supplies**

444.1 **General**

Network Operations Management has authority to approve the kind and use of canceling and postmarking supplies. All canceling machine dies, die hubs, and hand postmarking and stamp canceling equipment must be Postal Service-furnished or approved before being used at postal installations.

444.2 **Canceling Equipment**

Canceling and postmarking equipment is used only for those purposes and functions for which specific authorization has been granted.

444.3 **Altering or Substituting Equipment**

Equipment may not be altered or substituted without prior written authorization.

444.4 **Black Ink**

For canceling and postmarking purposes, use only Postal Service-supplied black ink.

445 **Requisitioning Procedures**

All requisitions for postmarking and canceling equipment and repair parts must be prepared and submitted in conformance with established procedures and policies as set forth in Handbook AS-701, *Material Management*, and Publication 247, *Supply and Equipment Catalog*.



45 **Distribution**

451 **Outgoing and Incoming Distribution**

Outgoing mail is mail received in local collections and from associate offices involved in the area mail processing plan. *Incoming mail* is received from other P&DCs from around the country for delivery in a given service area. Outgoing and incoming mail must be processed according to the established operating plan. This processing must be completed by established clearance times. Committed overnight mails must be distributed to ensure next-day delivery from the office of origin. The P&DC of origin will not dispatch mail without the required ADC ZIP Code distribution or without properly formatted and barcoded labels. After distribution, letter mail must always be dispatched in trays to facilitate automated sortation at the destination processing facility.

14 Other Retail Services Management

141 Delivery Services

141.1 General

This section concerns mail delivered by clerks at postal facilities. These types of delivery services involve significant volume and include general delivery, Post Office box and caller service, and, in some instances, firm holdout service. Additionally, clerks often deliver mail to customers who present notices of attempted delivery.

For detailed regulations concerning the availability of these services, customer and Postal Service obligations, and the appropriate rates, see DMM D900, Handbook M-39, *Management of Delivery Services*, and 142 and 84 of this book.

141.2 General Delivery Service

General delivery is intended primarily for use at offices without carrier delivery and for residents not eligible for carrier delivery services, to serve transients, and for other customers who are not permanently located. Mail endorsed "Transient, to be called for, general delivery" or with other suitable words will be placed in the general delivery case to be delivered to the addressee upon request at a retail service counter and with proper identification. Persons living permanently in cities having carrier delivery service and who have good and sufficient reasons satisfactory to the postmaster may receive their mail at general delivery retail service counters.

141.3 Firm Holdout Service

Customers who normally receive 50 or more letters on the first delivery trip and who request to pick up mail may be provided *firm holdout service*. Firm mail may be a direct holdout or may be withdrawn from the carrier's case. For each customer, employees complete a PS Form 3801, *Standing Delivery Order*. Indicate on the form the type of mail (i.e., letter, Parcel Post, or all mail the firm will pick up) and obtain the signature of each firm employee or the designated agent authorized to pick up the mail. Carriers cannot make a first delivery to customers receiving holdout service, but may make subsequent delivery of mail where such service is provided by multiple trip routes. This service does not withdraw established service.

No charge is made for firm holdout service under these provisions.

In all other cases, customers requesting to call for their mail will be afforded service in accordance with 841, 842, or 843.

141.4 Post Office Box and Caller Services

141.41 General

Post Office box and caller services are premium services provided for the convenience of customers for a fee.



141.42 Post Office Box Service

141.421 General

Post Office box service consists of delivery to Post Office boxes assigned to customers. These boxes are located at postal facilities, subject to customer demand and the Postal Service's ability to provide them. They are arranged in different configurations and must follow certain equipment and numbering requirements (see 141.423).

141.422 Configurations

Post Office box service is provided through the following configurations:

- a. A *Post Office box unit* is any number of Post Office box sections that comprise the total Post Office boxes in a facility that is under one particular five-digit ZIP Code.
- b. Any configuration of standard-sized boxes having the same overall dimensions as an assembly of the smallest size configured two high and six wide is a *Post Office box module*.
- c. Five Post Office box modules arranged vertically comprise a *Post Office box module unit*. (In some cases, this will exceed 72 inches in height.)
- d. Two Post Office box module units side by side (a maximum width of approximately 48 inches) form a section. For series 700, 1300, and others, a maximum width of 48 inches should apply.

A box section should not exceed 120 boxes or be wider than 48 inches. In cases where the physical layout of a Post Office box section unit involves inside corners or outside corners (from the viewpoint of the box clerk) that separate two box module units that would normally make up a box section, consider the following:

- (1) In the case of an inside corner, if one of the walls contains an odd number of module units, include the odd module unit with the adjacent two units to form the box section. If both walls contain an odd number of module units, the units adjacent to the corner, if within arms' reach of each other, may be combined to form a box section. If an odd module unit is not within arms' length of an adjacent unit, it should be designated as a box section by itself.
- (2) In the case of an outside corner, when there is an odd number of Post Office box module units, one Post Office box module unit will constitute a Post Office box section when necessary.

Note: All new Post Office box sections must conform to the above guidelines. Existing box sections should be made to conform to these standards, when practicable.

141.423 Requirements

Equipment and numbering requirements are as follows:

- a. *Equipment*
 - (1) Key-locking models of Post Office boxes are the only types available for installation in new facilities or for expansion or replacement of existing Post Office box sections. Surplus

4.2 Basic Information for Post Office Box Service

4.2.1 Purpose

Post office box service is a premium service offered for a fee to any customer requiring more than free carrier delivery or general delivery and for no fee to customers who are not eligible for carrier delivery. The service allows a customer to obtain mail during the hours the box lobby is open or access is otherwise available. Post office box service is provided only through receptacles owned or operated by the USPS or its agents. Post office box service does not include alternate means of delivery established to replace, simplify, or extend carrier delivery service. A postmaster and a box customer may not make any agreement that contravenes the regulations on post office box service or its fees. [D910.1.1]

4.2.2 Definition

The term *post office box* (or its address abbreviation *PO BOX*) designates this service in an address. The term *box customer* applies only to the person who signs the application as an individual or to the organization on whose behalf an individual signs the application. [D910.1.2]

4.2.3 Box Size

There are five box sizes. A facility might not have each size. A customer is assigned a box size based on the customer's needs and the availability of boxes. The postmaster may require a customer to use a larger size box if the customer's mail volume increases beyond the capacity of the present box. [D910.1.4]

4.2.4 Number Assignment

A number is assigned to each post office box. Mail intended for delivery through a box must show the assigned post office box number in the address immediately above the city, state, and ZIP Code. [D910.1.3]

4.2.5 Box Availability

When no box of the appropriate size is available, an application for box service may be handled, at the postmaster's discretion, in any one or more of the following ways: by referring the customer to another postal facility with available capacity; by placing the customer's name on a waiting list for box service; by providing general delivery service until an appropriate size box becomes available; by offering a smaller or larger box at its fee; or by offering caller service. Regardless of the box size applied for, customers must pay the correct fee for the service they receive. [D910.1.5]

4.2.6 Service Period

Post office box service is provided in 6-month increments. [D910.1.7]

4.2.7 Limitation on Service

The postmaster may require a box customer to use caller service under 5.0, *Caller Service*, based on the volume of mail received by the customer, the level of service requested by the customer, or the availability of boxes to meet demand. Existing box customers will not be allowed to use additional boxes at post offices having a waiting list for post office boxes. Not more than once per semiannual payment period, a customer who was required to use caller service based on the volume of mail may submit a written request to the postmaster for a new determination of whether sufficient volume remains to require caller service. [D910.1.6]

D

daylight container — Mail transported at a specified transportation rate in containers (owned by carriers) on airline flights scheduled to depart between 8:01 a.m. and 8:59 p.m.

deadhead — A vehicle that travels without mail. To retrace part of a route without delivering mail, such as along a street with houses on one side only.

dead letter office/dead parcel branch — (See *mail recovery center*.)

dead mail — Matter deposited in the mail that is or becomes undeliverable as addressed and cannot be returned to the sender from the last office of address. The matter may be nonmailable, the sender may be unknown, or the mail class does not provide for return service. (See also *mail recovery center*.)

defective — (Informal) A damaged pouch, sack, lock, or key.

definitive stamp — A regular postage stamp issued in unlimited quantities or often as part of a thematic series. These stamps vary in denomination and remain on sale for an indefinite period. (Compare with *commemorative stamp* and *special-issue stamp*.) (Also called *regular-issue stamp*.)



deliver — To take mail from the post office to the customer or to provide customer pickup — whether post office box, window, or dock.



delivery — The act of taking mail from the post office to the customer. The mail itself taken to the customer's business or residential delivery address or picked up at a post office — whether post office box, window, or dock.

delivery address — The location (destination) to which the USPS is to deliver a mailpiece. Except for mail prepared with a detached address label, the piece must show the address of the addressee (intended recipient) on the side bearing the postage. It is usually placed in the lower right. (Compare with *return address*.)

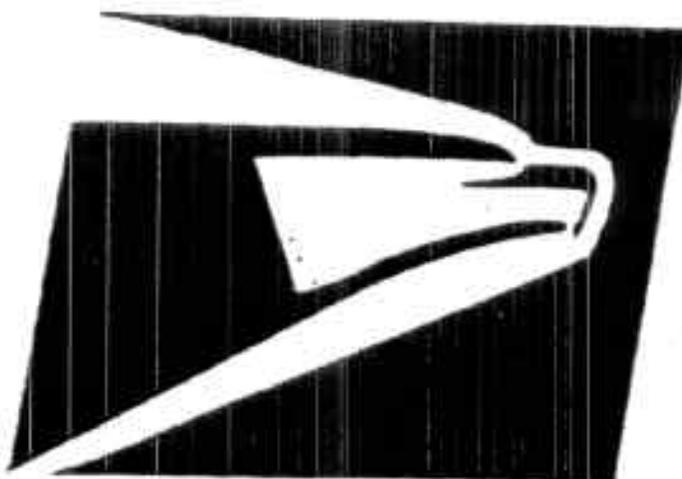
In Chapter 3 of TMS Training DVD the speaker refers to P.O. Box as a "COST EFFECTIVE DELIVERY CHANNEL"

EXHIBIT #12



"COST EFFECTIVE DELIVERY CHANNEL"

ADDRESS
MANAGEMENT
SYSTEM



UNITED STATES
POSTAL SERVICE[™]

GUIDE
TO
DELIVERY UNIT
MAINTENANCE ACTIVITIES

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APPENDIX A - AMS SITUATION WORKSHOP

APPENDIX B - CONGRESSIONAL DISTRICT MAPS

ADMINISTRATIVE RESPONSIBILITY

Who is responsible for performing the work necessary to maintain the Address Management System?

♦ *It is everyone's responsibility*

If we follow through the process, we can see how responsibility is effected at each phase:

The carrier (city or rural) or clerk (post office box section) notices a change on their route or box section that will impact delivery. It may be a new address, a change in delivery method or line of travel, a post office box customer may change from individual to business or a new box section may be planned for installation. The carrier/clerk notifies the supervisor of the change, addition or deletion, etc., by completing the necessary forms and documentation. The supervisor then reviews the submission and takes the steps necessary to verify the accuracy of the data, perform the necessary file maintenance, informs the Postmaster and makes submission to AMS.

In all offices, there should be an Address Management Technician assigned. The AMS technician performs all file maintenance, verification, public contact and submission of all activity to the AMS office, keeping supervisors, station managers, and Postmasters informed of all activity. It has been our experience that those offices who have assigned an AMS technician, full time or ad-hoc, have a smoother work flow process, more efficient file maintenance procedures, a better database, less errors in their incoming mail, and more continuity of effort throughout the Post Office.

Once data is submitted to the AMS office, the Address Management Systems Specialist responsible for that particular ZIP Code area will perform all file and database maintenance necessary. Database input by the Specialist goes directly into the corporate database housed in San Mateo, California.

POST OFFICE BOX SECTIONS AND UNITS

Post Office Box Unit - Any number of post office box sections which comprise the total post office boxes in a facility in a 5-Digit ZIP Code.

Post Office Box Module - Any configuration of standard sized boxes having the same overall dimensions as an assembly of the smallest size configured 2 high and 6 wide.

Post Office Box Module Unit - Five post office box modules arranged vertically. In some cases this will exceed 72 inches in height.

Post Office Box Section - Two post office box module units side by side (a maximum width of approximately 48 inches): for Series 700, 1300 and others maximum width of 48 inches should also apply.

Post Office Box Section Dimensions - Using the above definition of a post office box section, the total number of boxes in a box section should not exceed 120 boxes or be wider than 48 inches.

Physical Layout of Post Office Box Section Unit - In cases where the physical layout of a post office box section unit involves inside corners or outside corners (from the viewpoint of the box clerk) which separate two box module units that would normally make up a box section, consider the following:

- In the case of an inside corner, if one of the walls contains an odd number of module units, include the odd module unit with the adjacent unit to form the box section; if both walls contain an odd number of module units, the units adjacent to the corner, if within arms reach of each other, may be combined to form a box section. If an odd module unit is not within arms length of an adjacent unit, it should be designated as a box section by itself.
- In the case of an outside corner, when there is an odd number of post office box module units, one post office box module unit will constitute a post office box section when necessary.

GUIDELINES - All new post office box sections must conform to be above guidelines.

POST OFFICE BOX SECTIONS

SUBMISSION TO ADDRESS MANAGEMENT SYSTEMS

Each post office must submit new post office box sections, renumbering of existing box sections and any changes to existing data on current edit sheets for each box section. This is done by use of a Delivery Point Maintenance Form, along with supporting documentation.

Supporting documentation must include:

1. For **new** post office box sections:
 - A. A box section diagram showing the number and size of the boxes to be installed;
 - B. , The beginning box number requested for use for the new box section;
 - C. A floor plan (overhead view) showing the location of existing box sections;
 - D. Number range in each;
 - E. The proposed location of the new box section;
 - F. The width of the box sections.
 - G. Floor plan must also show the service area and the view should be from the workroom floor. See example.
2. For **renumbering existing** box sections:
 - A. A diagram of the existing box section showing the current numbers assigned;
 - B. A blank diagram of the same box sections;
 - C. A floor plan of the entire box section area showing the location of existing box sections;

- D. The number ranges;
- E. The width of the box sections;
- F. Floor plan should be an overhead view from the workroom floor.
- G. A statement showing the desired box numbers to be used for renumbering.

All changes and/or corrections are to be made on the edit sheet FOR EXISTING BOX SECTIONS and submitted with a Delivery Point Maintenance Form as a cover sheet. Some changes and/or corrections that may need to be made include: a box rented to a business customer may change to a residential customer or vice versa.

Postmasters must notify AMS immediately when they submit a PS Form 7381 for new post office box units. This will allow sufficient time for the new boxes to be numbered, approved and documentation returned to the postmaster prior to boxes being installed. **No boxes will be rented prior to AMS approval of numbering.**

AMS will print all new post office box sections and existing post office box sections that need to be renumbered.

POST OFFICE BOX NUMBERING REQUIREMENTS

The following requirements must be met when numbering post office box units:

- All post office boxes will be numbered sequentially;
- All post office boxes will be numbered vertically from top to bottom. The top box of each column of boxes should end in the number 1. For example, 1, 11, 21, 31, 41, 51, 61, etc., should all be found on the top of the box section. Alphabetical designations will not be used.
- Box numbers will not be repeated or duplicated within an area represented by one finance number;
- Post office box numbers will flow outward from the service area.
- The District Address Management Systems Manager must approve all post office box numbering prior to installation and customer notification.

CORRECTING PO BOX EDIT SHEETS

All Post Office Box sections must be entered in AMS II. This is a computerized source of mailing information for our customers.

- Delete any non-existing PO Boxes by drawing a **RED LINE** through the entry on the edit sheet;
- If necessary, add any missing PO Boxes using the Delivery Point Maintenance Form (DPM);
- Delivery Point Code
 1. **Postal** Facility for **residential** boxes
 2. **Contract** Facility for **residential** post office boxes;
 3. **Postal** Facility for **business** post office boxes
 4. **Contract** Facility for **business** post office boxes
- If the PO Box section is vacant, enter a **red "V"** after the delivery point code on each box number. **Only enter code for vacant when the entire section is vacant.**
- Cell sizes must be correct. The cell size must reflect the box size. Correct the cell size, **in red**, as necessary.

BOX SIZE	=	CELL SIZE
1		1
2		2
3		3
4		4
5		5

- If any Post Office Box numbers are incorrect, line out the incorrect number on the edit sheet and enter the correct number, **in red**, next to the number you have lined out.
- Please review your average daily cased letter and flat volume for the box section and correct as necessary on the last page of the edit sheet.

If there are no corrections to be made to a box section, retain the printout. (edit sheet), on file in your office. Edit sheets are an integral part of your office's AMS file. Edit sheets for Post Office Box sections must be reviewed on a quarterly basis for correct delivery point codes and vacancies. Return the corrected edit sheet to your AMS unit with a Delivery Point Maintenance Form as a cover sheet.

ZIP CODE BOUNDARIES

A ZIP Code boundary is established in order to have stability in a delivery area. There are several factors which go into drawing a ZIP Code boundary:

- Use a natural boundary
(river, creek, power line, major highway)
- Plans for future growth
- Least impact on customers
- Stabilize delivery scheme changes

A local Post Office working in conjunction with local government officials can plan for future growth. Some problems caused by crossing ZIP Code boundaries are:

- Changes in schemes (city-911 rural)
- Changes in delivery address to our customers
- Confusion with county and state governments
- Drawing of Congressional lines and voter registration lines

The local, State and Federal government use Post Office data to contact the public.

The impact of crossing or intermingling ZIP Codes is far reaching, not only in the Post Office but our business customers as a whole feel the impact good or bad.

The Operation Programs Support office will assist in establishing or clearing up ZIP Code boundaries.

8-7.1 Labor Distribution Code 45: Window Services

All nonsupervisory hours of employees serving customers at windows and other activities in support of window services include the following:

- a. Advance deposits.
- b. Caller mail pickup at window. (X)
- c. Change orders requested by retail associates.
- d. CODs: acceptance and delivery, including COD clearance. (X)
- e. Clerk setup: open and close. (X)
- f. Credit examinations: Associate's cash retained and money orders, stamp stock, unit reserve, cash retained reserve, and fixed credits. (X)
- g. Information/directions.
- h. Lobby director APC Host.
- i. Non-revenue transactions at the window. (X)
- j. Passport application, fees, and transmittal form. (X)
- k. Passport photos. (X)
- l. Sales of all Postal Service products and services. (X)
- m. Service/safety talks to retail associates.
- n. Stamps by mail/stamps by telephone. (X)
- o. Stamp stock: request and verification (local PS Form 17, *Stamp Requisition/Stamp Return*).
- p. Stocking forms, lobby supplies, and point of purchase (POP) materials. (X)
- q. Non-revenue transactions at the Dutch door (in operations with retail). Although listed, the Postal Inspection Service views Dutch door operations as a security risk. (X)
- r. C_B_P_M_A_N_ (CBPMAN) input on ACE computers

8-7.2 Labor Distribution Code 48: Administrative and Miscellaneous Duties

LDC 48 includes nonsupervisory hours of customer service employees assigned to dispatch activities and miscellaneous retail activities at stations, branches, and associate offices, including steward's duty time, travel time, and meeting time. It also includes nonsupervisory hours used in support of delivery service, such as working insured mail, COD, customs, carrier cage operation, markup duties (other than CFS sites), and other miscellaneous customer service and clerical activities.

The following is a summary of LDC 48 administrative and miscellaneous duties:

- a. Accountable mail, second notices. (X)
- b. Bank: to replenish change fund (accountability assigned on PS Form 3369, *Consigned Credit Receipt*). (X)
- (X) c. Carrier checkout/clearing. (X)
- d. Claims and inquiry. (X)
- e. Collections. (X)
- f. Copy machine administration.
- (X) g. Dispatch of mail. (X)
- h. Dutch door operation (in operations without retail).
- (X) i. Express Mail street delivery by clerks. (X)

- j. Markup, nixie, and return to sender mail. (X)
- k. Opening/closing building. (X)
- l. Phone duties. (X)
- m. Registry duties. (X)
- n. Requesting stock (retail stamp distribution office/stamp services center). (X)
- o. Scanning duties in back office. (X)
- p. Service/safety talks (provided to clerks other than RAs).
- q. Supply ordering. (X)
- r. T-6 administrative duties. (X)
- s. Timekeeping. (X)
- t. Trust fund record keeping.
- u. Undeliverable bulk business mail processing. (X)
- v. Unit closeout, preparation, and verification of deposit. (X)
- w. Retail consolidation unit backup transmission. (X)
- x. Unit consolidation: verifying supporting documents and filing of unit reports. (X)

EXHIBIT #15

	39	616	STEWARDS - MTE		
	31	617	STEWARDS - MVS		
35	39	624	TRAVEL - PLANT & EQUIPMENT		
35	39	634	MEETING TIME - PLANT & EQUIPMENT		
	33	647	VOMA SUPPORT		
35		676	ADMIN & CLERICAL - MAINTENANCE SUPPORT		
30	31	678	ADMIN & CLERICAL - TRANSPORTATION & NETWORKS		
	38	690	ADMIN & CLERICAL - PLANT & EQUIPMENT		
	39	745	MAINTENANCE OPERATIONS SUPPORT		
	39	746	TELEPHONE SWITCHBOARD		
	38	747	BUILDING SERVICES		
	36	748	BUILDING SERVICES		
	38	749	BUILDING SERVICES		
	36	750	POSTAL OPERATING EQUIPMENT		
	36	751	POSTAL OPERATING EQUIPMENT		
	36	752	POSTAL OPERATING EQUIPMENT		
	37	753	BUILDING SYSTEMS EQUIPMENT		
	37	754	BUILDING SYSTEMS EQUIPMENT		
30		758	MANAGER, TRANSPORTATIONS & NETWORKS		
30		759	SUPERVISOR, TRANSPORTATION OPERATIONS		
30		760	MANAGER, VEHICLE MAINTENANCE		
	32	761	REPAIR-GENERAL MAINTENANCE		
	32	762	SERVICING-GENERAL MAINTENANCE		
	31	763	VEHICLE MAINTENANCE FACILITY		
	31	764	MOTOR VEHICLE SERVICE		
	34	765	MOTOR VEHICLE OPERATORS		
	34	766	TRACTOR TRAILER OPERATOR		
	34	772	MOTOR VEHICLE OPERATOR - COLLECTIONS		
	34	773	TRACTOR TRAILER OPERATOR - COLLECTIONS		
30	31	901	TRAVEL - VEHICLE SERVICE		
35		933	MANAGER, MAINTENANCE OPERATIONS		
35		951	SUPERVISOR, MAINTENANCE OPERATIONS		
35		952	MANAGER/SUPERVISOR, MAINT. OPERATIONS SUPPORT		
35		953	MANAGER, FIELD MAINTENANCE OPERATIONS		
FUNCTION			CUSTOMER SERVICES		
4					
	41	048	ISS - Return to Sender	LTR	AUTO
	41	049	ISS-Return to Sender	LTR	AUTO
	43	240	MANUAL DISTRIBUTION STATION/BRANCH	MIX	MANL
	41	252	CSBCS - Outgoing Primary	LTR	AUTO

037C Composite — Manual Letter Distribution (037–039) LDC 43

Function 4 manual letter distribution.

Data requirement: Record work hours and volumes (FHP and TPH). *See operation 030 data requirement description.*

037 Manual Letter, Primary Distribution — Outgoing LDC 43

Distribution of originating mail. Activities include the following:

1. Distribution and dispatch of preferential and STD mixed states letter mail for separation to states, combination of states, sectional centers, cities, foreign countries, and incoming zones.
2. Distribution of outgoing NIXIE mail (incomplete, incorrect, or illegible addresses).

Data requirement: Record work hours and volumes (FHP and TPH). *See operation 030 data requirement description.*

038 Manual Letter, Secondary Distribution — Outgoing LDC 43

Distribution of originating mail from a primary operation. Activities include the following:

1. Distribution of mail for an individual state, combination of states, and foreign countries for separation to cities, sectional centers, or en-route distribution points.

Data requirement: Record work hours and volumes. *See operation 040 data requirement description.*

039 Manual Letter, Sectional Center Facility Distribution — SCF LDC 43

The manual distribution of one or more 3-digit ZIP Code separations for a P&DF/C.

Data requirement: Record work hours and volumes (FHP and TPH). *See operation 030 data requirement description.*

076C Composite — Manual Flat Distribution (076–078) LDC 43

Manual flat distribution

076 Manual Flat, Primary Distribution — Outgoing LDC 43

Distribution of originating mail. Activities include the following:

1. Distribution and dispatch of preferential and STD mixed states letter mail for separation to states, combination of states, sectional centers, cities, foreign countries, and incoming zones.
2. Distribution of outgoing NIXIE mail (incomplete, incorrect, or illegible addresses).

Data requirement: *See operation 060 data requirement.*

077 Manual Flat, Secondary Distribution — Outgoing LDC 43

Distribution of originating mail from a primary. Activities include the following:

1. Distribution of mail for an individual state, combination of states, and foreign countries for separation to cities, sectional centers, or en-route distribution points.

Data requirement: *See operation 070 data requirement.*

078 Manual Letter, Sectional Center Facility Distribution — SCF LDC 43

Primary distribution of one or more 3-digit ZIP Code separations for a P&DF/C.

Data requirement: Record work hours and volumes (FHP and TPH). *See operation 060 data requirement description.*

079 Manual Package, Primary and Secondary Distribution — Incoming LDC 43

Manual primary and secondary distribution of packages/small parcels and rolls (SPR) to carrier routes, P.O. box sections, or callers. For use in associate offices and station/branches.

Data requirements: FHP and TPH are recorded for this operation. Record the total piece count after conversion in this operation for primary and secondary handlings.

 **151C Composite – Manual Letters –**

Incoming (151, 161, 166) LDC 43 

Primary 5-digit distribution of incoming mail for local zones, delivery units, firms, box sections, and other local destinations.

 **151 Manual Letter Primary Distribution – Incoming LDC 43** 

Primary 5-digit distribution of incoming mail for local zones, delivery units, firms, box sections, and other local destinations.

Data requirement: *See operation 030 data requirement.*

115.4 Maintain Mutual Respect Atmosphere

The National Agreement sets out the basic rules and rights governing management and employees in their dealings with each other, but it is the front-line manager who controls management's attempt to maintain an atmosphere between employer and employee which assures mutual respect for each other's rights and responsibilities.

116 Mail Processing for Delivery Services**116.1 Scheduling Clerks in a Delivery Unit**

Schedule distribution clerks in a unit with decentralized distribution so that service standards will be met and an even flow of mail will be provided to the carriers each day throughout the year. Schedule the accountable clerk to avoid delaying the carriers' departures in the morning and for clearance of carriers on their return to the office.

116.2 Mail Flow

- 116.21 Leveling Volume Fluctuations.** When volumes for daily delivery vary substantially from the lightest to the heaviest day in the week, a unit cannot operate at maximum effectiveness. Substantial changes in the daily relationships of flats and letters have considerable effect on delivery costs. If this situation exists, the unit manager must document the problem and request, through appropriate management channels, a more even flow of mail.
- 116.22 Plan for Next Day's Workload.** Each day as early as is practical, using procedures developed locally, the delivery unit manager should obtain information about anticipated volumes, especially flat volumes for the next day's delivery. This information will assist in planning the next day's manpower needs. Anticipating the flow of mail will minimize undertime and overtime which can be controlled. If undertime occurs often in the morning or afternoon, examine the mail flow, the scheduling of the delivery unit's clerks and carriers, and the affected routes.

116.3 Receipt of Principal Letter Dispatch

Carriers should not sweep distribution cases upon reporting for work. Rather, they should proceed directly from the time recording area to their cases and without delay begin casing mail which is already at their cases. The following priorities have been established for various procedures by which the first receipt of mail from the distribution unit reaches the carriers. These procedures are listed in the order of decreasing cost effectiveness:

- a. *Preferred Procedure.* Letter-size mail is placed on the left side of the carrier case ledge one row high with stamps down and to the right. The carrier may then pick up a handful with the left hand and begin casing without repositioning the letters.
- b. *Second Priority.* Letter-size mail, trayed separately for each route with stamps down and to the right, is placed at the carrier case. If this is not

26 Accountable Items

261 Accountability Procedures

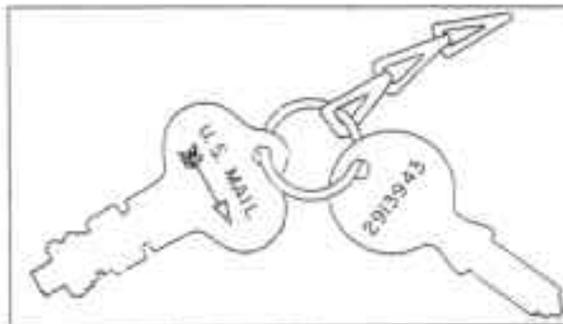
261.1 Acquiring Accountable Items

- 261.11 Accountable items are keys, postage due, customs duty, and special services mail.
- 261.12 Generally, carriers are required to call at the finance cage for accountable items. They may be called in groups by call of route numbers or by passing a paddle (see glossary for paddle system). At some offices, the items are delivered to the carrier at his/her case.

261.2 Receiving for Accountable Items

261.21 Keys

A numbered check is issued to each employee. When you surrender the check, you will be given a set of Arrow and/or padlock, and/or truck keys. (In some instances, a signature is used in place of a numbered check.) The keys are on a chain which must be securely fastened to a belt or clothing. Keys must be returned at the end of the tour of duty. The two most common type of keys are pictured below.



261.22 Postage Due (Exhibit 261.22)

All postal employees are expected to protect postal revenue. All postage-due items found in the mail should be brought to the finance window for postage accounting. Count the amount of postage due represented by the postage-due stamps or meter strips on the envelope or on Form 3582-A. Give the finance clerk cash or sign Form 3584 for the amount due.

Exhibit 261.23

U. S. POSTAL SERVICE RECEIPT FOR CUSTOMS DUTY MAIL		LIST OF DUTIABLE ARTICLES
UNIT OR STATION	DATE	MAL ENTRY NUMBER
RECEIVED FROM (Name)	SIGNATURE OF CARRIER	
NUMBER OF ARTICLES		
WITH CUSTOMS ENTRY (Forms attached)	SIGNED CUSTOMS MAIL ENTRY FORMS (From delivering employee)	
NO. ARTICLES RETURNED	AMT. OF DUTY COLLECTED \$	
DELIVERING EMPLOYEE (Signature)	CLEARING EMPLOYEE (Signature)	

PS Form 3867
June 1971

U.S. G.P.O. 1980-342-729/8795

- 261.24 **Accountable Mail Matter Received for Delivery (Exhibit 261.24)**
- 261.241 Check name and address on each article to determine if it is for an addressee who has moved or who lives on another route. If addressee has moved, supply the new address. If for another route, return article to clerk.
- 261.242 Verify registered number appearing on article with entry on Form 3867.
- 261.243 Sign (surname and initial) Form 3867 opposite entries if correct. Multiple entries may be bracketed and a single signature entered. Individual responsibility is assumed by the carrier upon receipt.

432 Registered and Certified

- 432.1 Give finance clerk all undeliverable articles and Forms 3849 and/or 3811 for each registered and certified delivery.
- 432.2 Complete Form 3821 showing the number of receipts and undeliverable articles returned to the clerk. Ensure that any accountable items found in the DPS mail are added to the total accountable pieces included on the form. If form is properly completed, clerk will sign and return it to you. This is your receipt, keep it for a 2-year period (see exhibit 432.2).

Exhibit 432.2

Post Office or Station		Boulder Main		Date		9/26/96	
RECEIVED OF <u>I.M. Gorge</u> the registered articles listed or total certified, COD, and Express Mail and Return Receipt Merchandise Service articles shown below; also signed receipts for such mail delivered.							
REGISTERED ARTICLE NOS.		Rtn Arts	Delivery Receipts		TOTAL		
<u>R12312321</u>	Registered	<u>2</u>	<u>-</u>		<u>2</u>		
<u>R10193925</u>	Certified	<u>-</u>	<u>-</u>		<u>-</u>		
	Express Mail	<u>-</u>	<u>-</u>		<u>-</u>		
	Rtn Rec for 3bbs	<u>-</u>	<u>-</u>		<u>-</u>		
	COD	<u>-</u>	<u>-</u>	Check	Cash	<u>-</u>	
Clearing Employee Signature							
<u>J.B. Bishop</u>							
	COD Funds	<u>-</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>		

Complete a separate form in duplicate for CODs. When COD's are mailed, delivering employee must immediately deposit a copy of this form in designated box. This form must be retained by delivering employee for 3 months from last day of issue for COD's, 1 year if for Registered, Certified or Express Mail or Return Receipt for Merchandise Service.

PS Form 3821, Feb. 1989

SPO | 3 - 317-000

CLEARANCE RECEIPT

- 432.3 Enter the date of delivery and your signature in the spaces provided on Form 3849 — if you didn't do this when you delivered the article (see section 335.1). Deposit Form 3849 in the designated receptacle or give it to the finance clerk for clearance.

433 Insured Mail

Put all Forms 3811 which were requested by senders of insured mail in designated places. Complete Form 3849 as specified for registered and certified mail.

434 CODs

- 434.1 Surrender to clearance clerk COD tags and the money for all delivered COD parcels. Return all undelivered CODs for clearance.
- 434.2 If Form 3821 is used at your office, verify the entries after clerk has entered the amount of funds and the number of parcels accounted for (see exhibit 434.2). Carrier must place original of Form 3821 in locked receptacle provided and keep the duplicate for 3 months from last day of month issued. (Clerk may not do this.)

PATRICK R. DONSHOE
Senior Postmaster General, A 000

EXHIBIT #18



September 22, 2009

VICE PRESIDENTS, AREA OPERATIONS

SUBJECT: Postmaster Work Week

In recent discussions with the National Association of Postmasters of the United States (NAPUS) and the National League of Postmasters (League), the issue of what constitutes a postmaster's regular work week was raised. The association presidents were concerned that due to our downsizing efforts there are some staffing imbalances at the post office level where postmasters by necessity, have had to perform additional duties. This has led to expanded work days, work weeks, and working non-scheduled days for postmasters on a regular basis.

While it is understood that non-bargaining employees who are exempt from the FLSA provisions are not limited to working a specified number of hours in a service week, there is a practical limitation to the extent and regularity of this requirement. Recognizing our service obligations and the impact of our current financial situation, we have informed the postmaster associations that we will make every effort to limit these situations consistent with the provisions outlined in the Employee and Labor Relations Manual (ELM) Sections 432.112 (a) (1) and 432.34. Please provide guidance to your subordinate managers to accomplish this within your area.

A handwritten signature in black ink, appearing to read "P. Donshoe".

Patrick R. Donshoe



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MEMBERSHIP

STATE BRANCHES

LEGISLATION

CALENDAR OF EVENTS

RESOURCES

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EDUCATIONAL

One Beltway Center
5904 Richmond Highway
Suite 500
Alexandria, VA 22303-1864
Tel: 703-329-4550
Fax: 703-329-0466
Email: Information@Postmasters.org

President's Message

October 16, 2009
Charles Mapa, President

Dear Leaguers,

Area Meeting

I just returned from the LEAGUE'S Western Area II meeting held in Kansas City Missouri. In the thick of times when the constant message of the Postal Service is doom and woe, here was a group of LEAGUE Postmasters gathered to do the things that the LEAGUE does so well; train, brainstorm, problem solve, network, train some more and take time to have fun! Some had driven 8 hours to be there, coming from as far away as Minnesota and North Dakota. While the Postal Service had cut out most meaningful face-to-face training, the LEAGUE was training. Where it has become extremely rare for districts to bring in speakers to address the Postal Service's important issues, the LEAGUE brought in such speakers. Where districts have ceased to have annual Postmaster meetings, the LEAGUE had such a meeting that gave Postmasters that so important opportunity to network and share ideas. Where the Postal Service seems to spend an inordinate amount of time in some districts tearing Postmasters down and humiliating them, LEAGUE Postmasters gathered to support one another and build one another up. There was no Area VP, no district manager, and no PDOM. The entire atmosphere of the conference was refreshingly positive.

I don't want to make the 3 day meeting sound like some it was a modern day Postmasters' Woodstock love fest, for it was not. Serious issues were discussed, issues like the future of an NPA/PFP program that might have lost its effectiveness, districts hounding Postmasters for having the courage to stand up for other Postmasters, districts whose management styles reflect something more in tune with some Banana Republic Dictators than with what should be expected of Public Servants treating their managers with respect, dealing with the threat of a Postal Service turning its back on the American people by wholesale closings of post offices and the constant shifting of workload from hardworking clerks, carriers and supervisors to the backs of Postmasters. I was impressed with this group of Postmasters that was so dedicated to the Postal Service and the LEAGUE that they came on their own time, spending their own time and resources to be at the meeting. Kelly McCartney, Richard Wendt and their team did a marvelous job putting together a super meeting. Past President Mark Strong traveled all the way from Arizona to present NPA and SOV and VPs Deb Egemo and John Olson traveled from afar to be there. There is life in the Postal Service!

VOE

- Latest News
- President's
- League Fair

League Events

January 30 -
League Leadership
Crystal Gate
1700 Jefferson
Arlington, VA

July 18 - July
National Leadership
Town and Country
Resort & Conference
500 Hotel Circle
San Diego, CA

Recently your National Board agreed to urge Postmasters not to participate in the VOE survey. The process itself is really not the issue. We've been involved in it for a long, long, time. The LEAGUE helped to develop it. I could have urged Postmasters to go ahead and take the survey and give the lowest scores possible for every item that applied to district managers and MPOOs, but that would not have been right; there are good district managers and MPOOs out there. The fact is, the work environment for so many Postmasters across our nation continues to deteriorate. Postmasters are not whiners; they suck it up, they suck it up some more and they continue to suck it up, day after long day, month after long month, year after year. They are Postmasters absolutely dedicated to serving the people of America and doing the best they can for the Postal Service, but the Postal Service has turned its back on them. Workhours continue to be shifted from clerks, carriers and supervisors to the backs of Postmasters. District Managers, chasing phantom EXFC numbers, take another day from Postmasters by scheduling them in on their day off, Saturday (many Postmasters are already working that 6th day for free because they don't have the staffing, clerks, carriers, PMRs, supervisors to cover the day). It is easy to see why the Postal Service nonchalantly shifts this workload to Postmasters; they are working for free and anyone else has to be paid! It would be easy to say that the Postal Service has been forced to do this because of the tough economic times. The only problem with that defense is that the Postal Service has been doing this for years longer than the year and a half that the economy has been in the dumper.

The Postal Service has done nothing to relieve Postmasters of the seemingly bottomless pile of proliferating redundant reports and logs that waste so much of a workday. Those same logs and reports send the Postal Service's loud message that it doesn't trust Postmasters to use their intellects to do their jobs. The degree of micromanagement that Postmasters are subjected to is insane, and the demeaning disrespectful manner in which Postmasters are treated in too many districts is bad management at least and criminal in some places. Disciplining Postmasters and threatening them with firing for missed scans by a clerk or a letter left in a case by a carrier is inconceivable, except in the Postal Service. It is time for all of this lunacy to STOP! We, the Postal Service can do better; we are supposed to be a world class organization. We should be treating all of our employees, clerks, carriers, mail handlers, PMRs, supervisors, and POSTMASTERS with fairness and respect. Give Postmasters the tools, effective training, and resources to get our jobs done and back off!

I encourage all Postmasters to unite with their fellows by ignoring the VOE survey during this cycle. Not participating is your option. You may choose freely. It doesn't make you a bad Postmaster, nor does it make you disloyal to the Postal Service; you are the Postal Service!

Adverse Action Training

I'm excited about what is going on with the Adverse Action Program. Our Advisor to the program, John Olson, our excellent LEAGUE Attorney, John Difalco, and our lead counselors have been working hard to put together some phenomenal training for Adverse Action Counselors that will be presented at our upcoming legislative Forum. The two full days of training will be conducted on the Friday and Saturday leading into Forum. If you are a counselor, mark your calendars now and make your appropriate travel plans. If you are interested in becoming one of these very important people send me an e-mail and ask for an application. This is an essential benefit to all of our members and we are keeping the program strong!

Enjoy the Autumn

It almost seems like we've skipped fall and moved right into winter in many parts of our country. Large amounts of snow have fallen already in places like California, Oregon and Colorado, but I'm sure fall isn't through with us yet. Take some time off, if even for a couple of days, to enjoy the cooler weather. Get out of your offices and let your postal cell phone battery go dead while you recharge your own spiritual and mental batteries. To so many of you, the Postal Service and your Postmaster positions have become your lives, and to an extent, maybe it should be that way. But there are more important things in life. Make a special effort to spend some quality time with your families and friends. Reconnect with the good things in life that you may have forgotten. Take a deep clear breath!

Respectfully,

Charley Mapa
President
National League of Postmasters
703-329-4550



 **LEAGUE**
National League of Postmasters
of The United States

EXHIBIT #20

Mr John Potter
Postmaster General
US Postal Service RM 10022
475 L'Enfant Plaza, SW
Washington, DC 20260

January 29, 2010

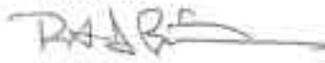
Dear Mr. Potter,

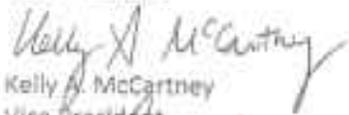
This letter will serve to inform you of our intention to take our Postmaster issues to Congress. These are the same issues over which the National League of Postmasters has been unsuccessfully attempting to positively engage the Postal Service for the last 3 1/2 years. You know the issues; they include Postmasters putting in horribly long work weeks due to the Postal Service's failure to properly staff supervisors, clerks and carriers and to properly budget workhours, the caustic workplace environment in many districts, a failed pay for performance system, and the Postal Service's failure to fill level 16 and below Postmaster positions. Many of your Postmasters have reached the point of physical and mental exhaustion, their health and personal lives jeopardized. These are dedicated, loyal, professional Postmasters who deserve better from the organization to which they've given their all. We are hopeful that we can get to a place with the Postal Service where we can make some meaningful progress on our Postmaster issues.

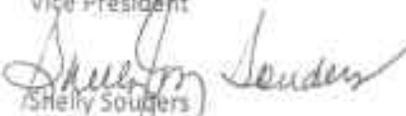
The League of Postmasters knows full well of the financial challenges that continue to face the Postal Service, but that cannot be used as an excuse for the poor treatment of your Postmasters, especially in light of the fact that most of our issues began before the Postal Service fell into the economic downturn. We will continue to carry the Postal Service by managing its post offices, and managing them well. We will again carry the issues of the Postal Service to Congress as we have for decades, but this year, the issues of Postmasters will be our priority in the halls of Congress.

Respectfully,


Charles W. Madd,
President


Robert J. Bittner,
Vice President

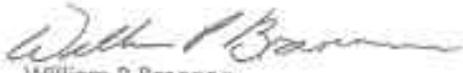

Kelly A. McCartney
Vice President


Shelly Souder
Secretary/Treasurer


John F. Jameson III
Executive Vice President


John E. Olson
Vice President


Debra Egemo
Vice President


William P. Brennan
President, Retired League of Postmasters



January, 29 2010

The Honorable Edolphus Towns, Chairman
Oversight and Government Reform Committee of the U.S. House of Representatives
2232 Rayburn House Office Building
Washington, D.C. 20515-3210

Dear Congressman Towns,

As the National Board of the National League of Postmasters, we are writing regarding matters of great concern to tens of thousands of Postmasters across the country. The League, founded in 1887, represents your nation's Postmasters, a unique group of people that forms the backbone of the United States Postal Service. Most of us have been working for the Postal Service for decades and we have devoted our lives to public service and moving the mail.

We are writing about two issues—the abusive treatment of Postmasters and inefficient and ineffective post office management practices of upper level USPS managers. The first is hurting Postmasters, their families and the postal system. The latter is negatively affecting the quality of postal service to thousands of rural American communities and costing the Postal Service millions of dollars.

This letter does not come easy. As you know, the Postal Service is in dire financial straits since the shocked economy has dragged the fortunes of the Postal Service down with it. This has torn Postmasters to the core, and we have responded by working smarter, harder, and longer; particularly longer. There are limits, however, and we have reached them. In many cases, we have surpassed them.

Shifting Hours. The Postal Service boasts that it has saved a million work hours in the last year. Most of that time is hours that clerks and letter carriers have not worked.

While some of that time is in hours saved because mail volume is down, the vast majority of the time has not been driven out of the system, as claimed by the Postal Service. Rather, that

time—hundreds of thousands of work hours—has simply been shifted onto the backs of Postmasters. Thus, instead of having five or six clerks or carriers work two to six extra hours per week, that 10 to 36 hours of work has been shifted from those five or six people who get paid by the hour to the one person who does not get paid by the hour—the Postmaster. The result is a six day work week that ranges from 50 hours to 76 hours per week for Postmasters. Critically, instead of being occasional occurrences, this practice has become standard operating procedure, week in and week out, month in and month out, throughout the country.

Burnout is rapidly approaching on a systemic scale, and Congress needs to know about it. The current situation will not continue without causing significant medical and emotional damage to Postmasters and their families, and ultimately disastrous damage to the postal system itself. This must not happen. Changes must be made. Congress must act. The days of sweat shops in the United States of a hundred years ago, should have ended, and there is no place for them in the modern Postal Service.

Inefficient and ineffective Post Office Management Practices by Upper Level Managers. In addition to the position that Postmasters find themselves in, local post office management practices of upper managers have devolved over the last several years. This issue has many facets:

- Thousands of Postmaster positions have not been filled over the last few years and stand vacant. Without the experience and guidance of a permanent Postmaster, the Postal Service is losing millions of dollars in efficiencies and is not properly serving thousands of local communities.
- Hundreds of post offices have been “suspended” (temporarily closed) over the objections of local communities and in violation of federal postal law and policy. This means that hundreds of communities have lost their post offices and are not getting the local postal service they deserve. This issue has been raised with Congress in years past, and 39 U.S.C. 404(d) (and its predecessor) was the result. That section has been more often ignored than followed. The Postal Regulatory Commission is investigating this matter as we speak.
- Postmasters are being micromanaged more and more by managers that understand neither the local community, nor the communities’ needs and desires and the difference between them. Instead of saving money, this is wasting money. Instead of spending productive time managing our clerks and carriers or drumming up more business with our customers, we waste hours and hours on nonproductive, repetitious reports, paperwork, teleconferences and other activities.
- Management of Postmasters by intimidation is becoming all too prevalent. Instead of adopting 21st century management practices, we seem to be going back to the 19th century.
- Our “pay for performance” system is dysfunctional, and often rewards inefficient behavior instead of efficient behavior. The system is supposed to be a motivator. It is anything but.

We did not make the decision to come to Congress for the redress of these issues lightly, but because of the Postal Service’s refusal to consider our issues—much less, positively resolve

them—we are asking that you exercise your powers of oversight and stop this abuse. We have attached a Backgrounder Paper which further explains our concerns. If you need further information, please contact League President Charles Mapa at cmapa@postmasters.org.

Thank you for your consideration of our views.

Sincerely,

The National Executive Board of the National League of Postmasters.

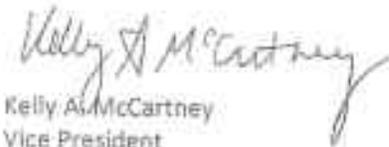
Charles W. Mapa,
President



Robert J. Bittner
Vice President



Kelly A. McCartney
Vice President



Shelly Souders
Secretary/Treasurer



John F. Jameson III
Executive Vice President



John E. Olson
Vice President



Debra Egemo
Vice President



William P. Brennan
President, Retired League of
Postmasters



Cc: Oversight and Government Reform Committee of the U.S. House of Representatives



January, 29 2010

The Honorable Joseph I. Lieberman, Chairman
U.S. Senate Committee on Homeland Security and Governmental Affairs
706 Hart Senate Office Building
Washington, D.C. 20510

Dear Senator Lieberman,

As the National Board of the National League of Postmasters, we are writing regarding matters of great concern to tens of thousands of Postmasters across the country. The League, founded in 1887, represents your nation's Postmasters, a unique group of people that forms the backbone of the United States Postal Service. Most of us have been working for the Postal Service for decades and we have devoted our lives to public service and moving the mail.

We are writing about two issues—the abusive treatment of Postmasters and inefficient and ineffective post office management practices of upper level USPS managers. The first is hurting Postmasters, their families and the postal system. The latter is negatively affecting the quality of postal service to thousands of rural American communities and costing the Postal Service millions of dollars.

This letter does not come easy. As you know, the Postal Service is in dire financial straits since the shocked economy has dragged the fortunes of the Postal Service down with it. This has torn Postmasters to the core, and we have responded by working smarter, harder, and longer; particularly longer. There are limits, however, and we have reached them. In many cases, we have surpassed them.

Shifting Hours. The Postal Service boasts that it has saved a million work hours in the last year. Most of that time is hours that clerks and letter carriers have not worked.

While some of that time is in hours saved because mail volume is down, the vast majority of the time has not been driven out of the system, as claimed by the Postal Service. Rather, that

time—hundreds of thousands of work hours—has simply been shifted onto the backs of Postmasters. Thus, instead of having five or six clerks or carriers work two to six extra hours per week, that 10 to 36 hours of work has been shifted from those five or six people who get paid by the hour to the one person who does not get paid by the hour—the Postmaster. The result is a six day work week that ranges from 50 hours to 76 hours per week for Postmasters. Critically, instead of being occasional occurrences, this practice has become standard operating procedure, week in and week out, month in and month out, throughout the country.

Burnout is rapidly approaching on a systemic scale, and Congress needs to know about it. The current situation will not continue without causing significant medical and emotional damage to Postmasters and their families, and ultimately disastrous damage to the postal system itself. This must not happen. Changes must be made. Congress must act. The days of sweat shops in the United States of a hundred years ago, should have ended, and there is no place for them in the modern Postal Service.

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- Hundreds of post offices have been "suspended" (temporarily closed) over the objections of local communities and in violation of federal postal law and policy. This means that hundreds of communities have lost their post offices and are not getting the local postal service they deserve. This issue has been raised with Congress in years past, and 39 U.S.C. 404(d) (and its predecessor) was the result. That section has been more often ignored than followed. The Postal Regulatory Commission is investigating this matter as we speak.
- Postmasters are being micromanaged more and more by managers that understand neither the local community, nor the communities' needs and desires and the difference between them. Instead of saving money, this is wasting money: Instead of spending productive time managing our clerks and carriers or drumming up more business with our customers, we waste hours and hours on nonproductive, repetitious reports, paperwork, teleconferences and other activities.
- Management of Postmasters by intimidation is becoming all too prevalent. Instead of adopting 21st century management practices, we seem to be going back to the 19th century.
- Our "pay for performance" system is dysfunctional, and often rewards inefficient behavior instead of efficient behavior. The system is supposed to be a motivator. It is anything but.

We did not make the decision to come to Congress for the redress of these issues lightly, but because of the Postal Service's refusal to consider our issues—much less, positively resolve

them—we are asking that you exercise your powers of oversight and stop this abuse. We have attached a Backgrounder Paper which further explains our concerns. If you need further information, please contact League President Charles Mapa at cmapa@postmasters.org.

Thank you for your consideration of our views.

Sincerely,

The National Executive Board of the National League of Postmasters.



Charles W. Mapa,
President



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Vice President



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John F. Jameson III
Executive Vice President



John E. Olson
Vice President



Debra Egemo
Vice President



William P. Brennan
President, Retired League of
Postmasters

Cc: U.S. Senate Committee on Homeland Security and Governmental Affairs



**National League of Postmasters
Legislative White Paper
Postmaster Hours and Post Office Management
Practices.**

January 28, 2010

As is well known, the Postal Service is facing difficult financial times. The economy has had a damaging effect on the Postal Service, and there will not be much relief until next year.

No one knows this better than America's Postmasters. Postmasters are on the front lines and see and feel the effects of the recession on operating budgets and employee complements more than anyone. Throughout this crisis, Postmasters have responded heroically to the challenge.

Shifting Hours.

In FY 09, the Postal Service cut over a million work hours. While some of those hours are hours saved because mail volume is down, the vast majority of the time has *not* been driven out of the system, as claimed by the Postal Service. In fact, many of the so-called work hour savings are actually hours shifted to the backs of Postmasters who must not only perform their job, but also perform much of the job of clerks and carriers. Over the last several years, the Postal Service has failed, by design, to adequately staff post offices, or the Postal Service has deliberately failed to budget sufficient work hours to adequately operate a post office. The result has been that either the Postmasters took up the slack, or the system crumbled.

For example, instead of having five or six clerks or carriers work two to six additional hours per week, that 10 to 36 hours of work has been shifted from those clerks or carriers who get paid by the hour to the one person who does not get paid by the hour—the Postmaster. The result, as this example shows, are six (sometimes seven) day work weeks, that range from 50 hours to 76 hours per week for Postmasters. Critically, instead of being occasional occurrences, this practice has become standard operating procedure, month in and month out, throughout the country.

Additionally, in those offices that are supposed to have supervisors, the Postal Service initiated a freeze on the hiring of supervisors. In some cases, this left Postmasters little choice but to do two or more jobs where supervisor vacancies opened up or existed. In other cases, where extra hours by supervisors were needed, those extra hours were denied by upper level management, since supervisors are entitled to be paid for *all* hours worked. Again, the Postmaster had to make the time up, since the work did not disappear and service had to be maintained.

For the past 3 or 4 years, this has become an increasingly popular strategy in the Postal Service. During this same time period, the Postal Service also willfully shifted work from other employees to Postmasters. As the Postal Service eliminated or reduced different functional groups in districts, such as Finance, Human Resources, and Training and Development, Postmasters had to take up the slack as best they could, because there is no one else to do so.

Although Postmasters are accustomed to regularly and routinely working extra hours each week, when needed, the situation has escalated to where it is not unusual for many Postmasters to work fifty, sixty or seventy hours a week, week after week, month after endless month.

This additional workload is taking a tremendous toll on many Postmasters. A recent League survey shows that 60% of FLSA Exempt Postmasters are working 50 or more hours a week. This same survey reports that 45% of Postmasters are working 2 or more weekends a month. These Postmasters are men and women trying to raise families and play active roles in their churches, schools, communities, and other local organizations. Their overloaded workweek is negatively impacting their families, personal lives, and health. Ultimately it is affecting the postal service.

The survey reports that almost 73% of Postmasters state their health is directly suffering from their workload, including bouts of depression, insomnia, high blood pressure, anxiety attacks, ulcers and other problems.

Inefficient and Ineffective Post Office Management Practices by Upper Level Management.

In many districts the working climate for Postmasters is destructive. Every facet of a Postmaster's day and operation is micromanaged. Chasing numbers has cultivated a climate where verbal abuse and threats from senior managers are now in vogue. Not long ago, a high-ranking manager was quoted as saying "those non-performing supervisors should be taken out and executed." Management associations complained about this inappropriate comment. Our complaint was ignored; nothing was done.

Many Postmasters live in fear of their district leaders and are reluctant to speak up on important district issues. Often, small office Postmasters, who are entitled to overtime pay and not represented by unions, refuse to claim those overtime hours because of intimidation from senior managers who do not want overtime to appear on district reports. That is not only morally wrong, it is illegal. Postmasters are even being "disciplined" for the inadvertent errors of their employees. A Postmaster who employs

one hundred mail carriers may be suspended if one of his carriers fails to scan even one collection box.

Another pressing issue is that Postmasters have been saddled with a pay for performance program that is largely ineffective. It is supposed to be a motivator; it is anything but. This is not a bonus program; it is the only avenue through which a Postmaster can get a raise. Last year, because of the manipulation of the program and revenue goals being set artificially high, tens of thousands of hardworking Postmasters were termed "non-contributors" and received no raise while practically every other postal and federal employee received something. If management is going to be honest and respectful of its employees, it should say that there will be no increases, regardless of pay for performance results, and not "fix" the system so that everyone fails. That is neither honest nor respectful.

Finally, the Postal Service has failed the American people, especially those in rural communities, by not filling Postmaster positions in smaller post offices. In many cases, these offices have been staffed by temporary personnel for more than two years. Sometimes a series of managers have been cycled through such post offices, placing the Post Offices generally under management that is neither as trained nor as experienced as the Postmaster, and generally does not know the community as well as the Postmaster. This deprives communities of the Postmasters they deserve, and the service and continuity a Postmaster would provide. This is costing the Postal Service millions of dollars in lost efficiency each year.

For over two hundred years the Postal Service has faithfully filled Postmaster positions in these offices, but now, in 2010, it is failing to do so. The dedicated employees managing these offices deserve better from the Postal Service as do the American people in the communities these post offices serve.

This may not be a pretty picture, but it is an accurate one. Granted, the financial state of the Postal Service is not good. But that is because, as the Postal Service's Inspector General has pointed out, the Postal Service has **overpaid** \$75 Billion into the Federal Treasury for the CSRS pension obligations. In any case, the state of the Postal Service cannot be used as an excuse to treat people poorly. Postmasters are among the Postal Service's most loyal and dedicated employees. Over the years they have worked under adverse conditions with very little complaint. The National League of Postmasters has taken every issue recounted above to Postal Service Headquarters in efforts to get relief for, or resolution to them. The Postal Service has repeatedly refused to even hear our voices.

Coming to Congress is not an easy move for Postmasters. That choice was not made lightly. But in view of the Postal Service's refusal to consider their issues—much less positively resolve them—Congressional oversight must be exercised.

Congress should open an investigation into these issues and hold hearings. Ultimately Congress should instruct the Postal Service to cease shifting workload from supervisors, clerks, and carriers to Postmasters and get them to realize that such actions are not a long term solution to anything. In doing so, Congress should instruct the Postal Service to institute and follow standards for senior management interaction, cease frivolous disciplinary action, and put into place a reasonable and less complicated pay for performance system for Postmasters.

Finally, the Postal Service should immediately fill all Postmaster vacancies. The increase in efficiency will be notable.

EXHIBIT #21

REGULAR ARBITRATION PANEL

In the Matter of the Arbitration)
)
between)
)
UNITED STATES POSTAL SERVICE)
)
and)
)
AMERICAN POSTAL WORKERS UNION)
AFL-CIO)

GRIEVANT: Class Action
POST OFFICE: Centre, Alabama
CASE NO: H06C-4H-C 08240043
UNION NO: G-8C623

BEFORE: James J. Odom, Jr., ARBITRATOR

APPEARANCES:

For the U. S. Postal Service: Diana L. Bennett, Manager - Labor Relations
Alabama District

For the Union: Billy Woods - National Business Agent

PLACE OF HEARING: Main Post Office - Gadsden, Alabama

DATE OF HEARING: January 5, 2010 - Briefs Received February 12, 2010

DATE OF AWARD: March 22, 2010

RELEVANT CONTRACT PROVISIONS: Article 1.6.B., National Agreement

CONTRACT YEAR: 2006-2010

TYPE OF GRIEVANCE: Contract

AWARD SUMMARY: Grievance contested Postmaster boxing mail on ground that doing so was outside her Postmaster description which included performing duties of distribution. Arbitrator found Union evidence shifted burden to Postal Service to prove boxing mail was distribution activity, and that the Service did not carry the burden. Postmaster is to cease and desist from boxing mail.



James J. Odom, Jr., Arbitrator

BACKGROUND

This is the arbitration of a May 23, 2008 class action grievance. The Union contends that the Postmaster at the Centre Alabama Post Office is violating Article 1.6 B. of the National Agreement on a continuing basis by performing bargaining unit work.

The grievance asserts that the Postmaster regularly boxes mail, works UBBM, Markup and Dispatch and gathers empty equipment. The Union contends that these duties fall outside the scope of the Postmaster's position description, which limits her performance of bargaining unit work to distribution tasks and window transactions.

In denying the grievance, Management took the position that the Centre Post Office is a Level 20 Office, and as such, its installation head is permitted to assist in bargaining unit work, provided the installation head does not increase the volume of such beyond that which previously had been performed by the installation head in that particular office. At Step 2, Management added that the Union had made no claim that the amount of bargaining unit work performed by the OIC in Centre had increased.

Here is how the Step 2 decision dealt with the issue of the *types* of work being performed by the OIC:

Boxing mail falls under LDC 44 - Box Section Distribution. Granted, post office boxes are a type of delivery service. However, the work does not fall under delivery. Otherwise, a delivery employee would box mail. This work falls under clerk box distribution.

UBBM, Mark-up and dispatch duties are customer service administrative duties.

The Union followed with Additions and Corrections. In them it took the position that when mail is placed into post office boxes by a member of the Clerk Craft, that employee is functioning as a *delivery* employee, and that there is no difference between a letter carrier placing mail into a mailbox or into an NDCBU/CBU unit at an apartment complex, and a clerk placing mail in a post office box.

Relevant Contractual Provisions

Article 1

Union Recognition

Section 6. Performance of Bargaining Union Work

B. In offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6.A.1 through 5 above or when the duties are included in the supervisor's position description.

**STD POSITION DESCRIPTION
POSTMASTER EAS-20**

Duties and Responsibilities

8. May personally handle window transactions and perform distribution tasks as the workload requires.

ISSUE

Did the Postmaster in Centre, Alabama violate Article 1.6.B. of the National Agreement by performing duties of boxing mail, UBBM, markup and gathering empty equipment? If so, what shall be the remedy?

Stipulations

- The work in dispute has been performed by the Postmaster at the Centre installation for years.
- The amount of time used by the Postmaster at the Centre Post Office to perform such functions as verification of Undeliverable Bulk Business Mail (UBBM), dispatch empty equipment, perform mark-up and nixie mail duties and dispatch functions is *de minimis*.

- There has been no increase in the amount of time in which the Postmaster at the Centre Post Office has performed bargaining unit work.

DISCUSSION

The small Centre, Alabama Post Office employs three Clerk Craft employees, one Full-Time Regular and two Part-Time Flexible Clerks. There is no dispute that at the time of the grievance Postmaster Estra Reynolds performed duties of boxing mail, working UBBM, markup and dispatch, and gathering empty equipment. Neither is it disputed that she performed these duties from the beginning of the two-year tenure in her position, nor that her predecessor also performed these duties. Finally, the parties have stipulated that there has been no increase in the amount or volume of these duties performed by the Postmaster.

The question, then, in this arbitration, is whether the Postmaster has been performing these duties in violation of Article 1.6.B.

Position of the Union

The Union has built its position on the premise that Clerk Craft employees historically have performed Clerk Craft duties that encompass work which is outside the scope of *distribution tasks* or *window transactions*. From this base, the Union argues that not all duties assigned to the Clerk Craft fall within a position description that limits a postmaster's performance of work of the Clerk Craft to *distribution tasks* and *window transactions*. Once the premise is accepted, there can be no quarrel with the logic.

In its appeal to Step 2, the Union gave specific reasons to support its position that the bargaining unit tasks being performed by the Postmaster cannot accurately be classified as part of the *distribution* function. The support includes extensive excerpts from national arbitration awards that both parties recognize are authoritative sources for interpreting Article 1.6. B.¹ (References to these decisions will be in an abbreviated form.)

Here are excerpts from the Union's contentions regarding the correct category or classification of the contested categories of work being performed by the Postmaster:

¹Case # AC-NAT-5221 (Sylvester Garrett, February 6, 1978); Case # Q98C-4Q-C 01238942 (Shaym Das, January 4, 2005); Case # A-C-N 6922 (Carlton Snow, July 3, 1990).

Boxing Mail. Citing PO-401 Handbook (Manual Distribution Operating Guidelines), the Union offers the definition of *distribution* as:

Mail sorted by address into machine bins, pigeonhole cases, trays, sacks or pouches to group pieces with a common destination for transportation to the post office of address.

The Union infers from this that the task of mail distribution deals with *preparing* the mail for boxing, but not the act of boxing the mail. Actually placing mail in the post office box, it says, is a *delivery* function, which is defined as:

The act of taking mail from the post office to the customer. The mail itself taken to the customer's business or residential deliver address or picked up at a post office--whether post office box, window or dock.

The Union asserts that the Postal Service regulations designate boxing mail as a *delivery* function, not a *distribution* task. It cites the Postal Operations Manual (POM), 141 Delivery Services: "This section concerns mail delivered by clerks at postal facilities. These types of delivery services . . . include post office box and caller service. . ."

Markup. "Markup mail includes the processing of undeliverable mail that is either returned to sender or forwarded to the addressee." The Union contends that Markup mail has already progressed through the distribution process, and that mail carriers separate the forwarded mail into tubs and trays which clerks collect and prepare for dispatch to the P&DC. These are "mail prep" functions, it argues, and not a distribution task, because there is no separating of mail into a group for a common destination. Rather, "the mail is separated in order to prep for the respective distribution task that is performed at the P&DC."

Dispatch. "Function 4 Guidelines . . . identify this function as the 'Separation of collection mail, collection of screen line mail, customer deposited mail and dock acceptance.'" According to the Union, Dispatch is a "collection" or "mail prep" function, not a distribution task, which is performed at the P&DC.

UBBM. The Union states flatly that the process of reviewing postage to ensure that First Class mail or Periodicals are not discarded and to verify that there is no endorsement that precludes disposal does not include any form of distribution. "There is no 'distribution task' performed during this function."

Empty Equipment. Similar to its position regarding UBBM, the Union states that the function of collecting empty equipment does not involve the processing of mail. Such an activity is a housekeeping function, it says.

In sum, the Union position is that the Postal Service has unilaterally expanded the duties specified in the Centre Postmaster's position description beyond the limits of *distribution tasks* and *window transactions*.

Position of the Postal Service

Management took the position at Step 2 that boxing mail falls under LDC 44 - Box Section Distribution. While conceding that the post office boxes were a type of *delivery service*, the work was *not* delivery. If it were, it said, a delivery employee would box mail; rather, the work falls under clerk box distribution. Management disposed of UBBM, markup and dispatch duties as customer service administrative duties, not one of which requires more than a *de minimis* amount of daily time. At Step 3, Management reiterated that the Postmaster had performed the tasks that the Union was objecting to for more than two years, and that there had been no claim or showing that the Postmaster had gone beyond the limits of the work that had been performed by prior postmasters at the facility.

Citing Sylvester Garrett, the Postal Service argued in its brief that position descriptions are not subject to precise or restrictive interpretation, due to the fact that, by design, they are composed of general language:²

... The Mail Handlers appear to assume that jurisdictional work claims are relatively easy to deal with by applying general language "appearing in established Key and Standard Position descriptions." This view is unrealistic. Job descriptions normally are intended only to reflect the significant requirements, duties, responsibilities, and working conditions of various jobs. . . .

Position (or job) descriptions in large enterprises, moreover, inevitably include general statements describing functions and responsibilities which either overlap or are closely similar to functions included in other position or job descriptions. The evidence here confirms that Postal Service operations in no way provide an exception to this generalization.

²Case # AW-NAT- 5753 (April 2, 1975).

Relying again on the 1975 Garrett award, the Service argued that the parties never intended position descriptions to be considered a literal definition of the duties that a specific employee was to perform on a daily basis:

On this record, therefore, the Impartial Chairman has no doubt that the particular duties which now may be assigned to incumbents of given positions in a particular Post Office simply may reflect long established practice in that location.

Given this state of affairs, it would be an invitation to chaos for the Postal Service, or the Impartial Chairman, to undertake to transfer existing work assignments from the jurisdiction of one craft to another throughout the Postal Service, in reliance upon the general language appearing in Key and Standard Position Descriptions. . .

With regard to the positions taken by the Postal Service in its brief, here is what was said about the Union's reliance on the Das award:

The union in the instant case relies heavily on the DAS award, case number Q98C-4Q-C 01238942, where they cite only the award summary of the decision. On page 26, Arbitrator Das found:

The answer to this narrow and abstract issue is "yes", if there has been no reduction in bargaining unit employee hours, and assuming that in the case of a postmaster the duties fall within the scope of "window transactions" and "distribution tasks" specified in its position description. This issue does not address any increase in bargaining unit work performed by a supervisor, and a blanket answer cannot be provided for a situation where bargaining unit employee hours are reduced without a change in the amount of bargaining unit work done by a supervisor. **Moreover, such determinations as whether specific duties "historically" have been performed by a supervisor are to be made, to quote the Garrett Award, "in light of all relevant facts applicable to that particular installation". (Emphasis added)**

Based on the above, Arbitrator Das agrees with Garrett when he recognized the performance of "specific duties". While tasks such as boxing mail, performance of UBBM duties, dispatch, mark-up and empty equipment are not specifically defined in a Postmaster's job description, neither are they found specifically in a Sales and Service/Distribution Associate's position description. Neither Das, Snow or Garrett chose to spell out specific tasks contained in the scope of the distribution or window functions.

New Argument and Authority Not Considered. The Postal Service submitted argument and authority in and with its brief which the Union objected to on the ground that they were brought for the first time in this proceeding. Because the Service tendered no rebuttal and because I find the

Union's objection to be proper, I have sustained the objection. As a consequence, none of the materials or arguments which were the subject of the Union's objection will be considered.

Analysis and Decision

The parties stipulated that the amount of time used by the Postmaster at the Centre Post Office to perform such functions as verification of Undeliverable Bulk Business Mail (UBBM), dispatch empty equipment, perform markup and nixie mail duties and dispatch functions is *de minimis*. This stipulation narrows the question to be decided to, "Does the Centre Postmaster's participation in the function of Boxing Mail constitute a violation of Article 1.6.B?"

The grievance is constructed on the premise that duties recognized to be those of the Clerk Craft go beyond those which are included in or fall under the individual categories of *distribution* and *window transactions*. The next step in the Union's syllogism is the assertion that boxing mail is a *delivery* function, and so could not be a work activity that is included within the *distribution* function. Thus, the Union concludes that when the Centre Postmaster boxes mail, she is performing bargaining unit work that is outside her position description, in violation of Article 1.6.B.

Thus capsuled, the Union's argument is logically very strong.³ However, notwithstanding the attractiveness of the logic, I am not persuaded that it is consistent with the *Garrett* and *Das* Awards to reduce the Issue in this arbitration to an up or down determination whether boxing mail is a function of *distribution*, or of *delivery*.

Here is Arbitrator Das quoting Arbitrator Garrett:⁴

... To embrace such an [literal] interpretation would be to read 1-6-B as if written in a vacuum rather than in the context of an on-going collective bargaining relationship. Proper interpretation of such a key provision in a collective agreement *surely involves more than an exercise in semantics*. [emphasis supplied]

In interpreting the language of Article 1.6.B., the awards of both *Garrett* and *Das* give deference—especially in small offices—to that work that had been performed historically by the incumbents. Arbitrator Das:

³The ultimate strength, of course, being contingent upon proof establishing that boxing mail is a function of distribution.

⁴Das, pp. 9-10.

In my view, Arbitrator Garrett's analysis necessarily starts from the pragmatic premise that existing position descriptions that included performance of bargaining unit duties encompass the work historically performed by the incumbent (s) of that position under the prevailing circumstances at a particular small office. In this sense, historical practice sets the baseline⁵

Arbitrator Das was critical of arbitral decisions which were restrictive in applying supervisory positions, and not attentive to the practice of a particular office.

. . . In my opinion, however, some of the decisions are inconsistent with the Garrett Award to the extent they purport to interpret and apply what they find to be ambiguously written supervisory position descriptions in a restrictive manner . . . without regard to historical practice at the particular office. Such decisions cannot be squared with the Garrett Award.⁶

Here is the final quote from Arbitrator Das' award, his restatement of the issue in his case:

. . . whether consistent with the exception in Article I.6.B of the National Agreement, as interpreted in the 1978 Garrett Award . . . a supervisor at a small post office, whose position description includes performance of bargaining unit duties, may continue to perform those duties historically performed by a supervisor at that office on a daily, regular or routine basis, where there has been no shift or transfer of work or change in the amount of such duties performed by the supervisor.⁷

But in the next and final paragraph of his Award Summary Arbitrator Das conditions his affirmative answer with, "assuming that in the case of a postmaster the duties fall within the scope of 'window transactions' and 'distribution tasks' specified in its position description."

Conclusion

The Union has presented sufficient evidence and argument that boxing mail falls outside the scope of *distribution* that shifted the burden of persuasion to Postal Service to present evidence that boxing mail does, in fact, fit within the function of distribution--and therefore in the position description of the Centre Postmaster. The Postal Service has failed in this regard. Given the

⁵Das, p. 25.

⁶Das, p. 25.

⁷Das, p. 26.

allowable evidence before me, I have no choice but to find that during such time that the Postmaster boxes mail, she is performing bargaining unit work not sanctioned by her position description.

AWARD

The grievance is granted to the extent that the Centre Postmaster must cease and desist from boxing mail. Because of the absence of testimony quantifying the amount of time spent by the Postmaster boxing mail, no monetary award is made (the "Background" comment in the Step 2 appeal that she boxes mail "an hour a day," is not evidence).

Sent: Monday, March 29, 2010 1:02 PM
To: SEATTLE-DL-AREA III POSTMASTERS
Subject: FW: Postmasters performing bargaining unit work
Attachments: Document.pdf

EXHIBIT #22

FYI - In case this shows up in your offices please remember it is not binding or precedent setting in your offices. Call me or LR if questions arise. Thanks.

From: Norris, Dianna D - Tukwila, WA
Sent: Monday, March 29, 2010 12:32 PM
To: Stevens, Randy G - Seattle, WA; Galtrude, Robert L - Tacoma, WA; Moody, Ryan J - Olympia, WA; Johnson, Vicki - Seattle, WA
Subject: FW: Postmasters performing bargaining unit work

FYI

From: Kosmicki, Charles - Seattle, WA
Sent: Saturday, March 27, 2010 6:45 PM
To: Gendzwill, Judie L - Seattle, WA; Heaps, Rolan O - Seattle, WA; Houser, Susan M - Seattle, WA; Kosmicki, Charles - Seattle, WA; LaVallee, Mark M - Seattle District, WA; Neal Iv, Ha - Seattle, WA; Norris, Dianna D - Tukwila, WA; Pelton, Helen I - Seattle, WA; Roque, Reuben R; Sykes, James L - Spokane, WA
Subject: FW: Postmasters performing bargaining unit work

Please forward Jim's original message with the attachment to the MPOO's in assigned geographical areas. Thanks. Have a good weekend!

From: Sykes, James L - Spokane, WA
Sent: Friday, March 26, 2010 3:03 PM
To: Roque, Reuben R; Houser, Susan M - Seattle, WA; LaVallee, Mark M - Seattle District, WA; Neal Iv, Ha - Seattle, WA; Norris, Dianna D - Tukwila, WA; Gendzwill, Judie L - Seattle, WA
Cc: Kosmicki, Charles - Seattle, WA
Subject: FW: Postmasters performing bargaining unit work

FYI, in case you guys see it in the western part of the District. This is circulating in north Idaho.

Jim

From: Sykes, James L - Spokane, WA
Sent: Friday, March 26, 2010 3:02 PM
To: SEATTLE-DL-AREA V POSTMASTERS; SEATTLE-DL-AREA VI POSTMASTERS
Cc: Jenkins, Elizabeth M - Spokane, WA; Rebstock, Carol S - Spokane, WA; Hoover, David L - Spokane, WA; Boone, Jan E - Colville, WA; Rushing, Alan W - Toppenish, WA; Funk, Lysal M - Spokane, WA; Cushing, Karen A - Spokane, WA
Subject: Postmasters performing bargaining unit work

One of the sources of recurring grievances is the extent to which postmasters may perform bargaining unit work. Back in the 1980's in a binding National level decision, Arbitrator Garrett stated postmasters in smaller offices could perform bargaining unit work to the extent they had historically done so in a given office. So, for example, if the postmaster historically performed 6 hours of bargaining unit work per day, he/she had a right to continue to do so. Notwithstanding that, the APWU has continued to file grievances in an effort to chip away at management's right to do so. In fact, we currently have a grievance pending at the National level on the issue.

The attached arbitration decision has been cropping up in some of our offices. Please note that it's a "Regular" or "Regional" arbitration decision rather than a "National" arbitration decision. As such, it only applies to the Centre, Alabama post office. It

3/31/2010

does not apply to your post offices. I certainly it makes interesting reading, but any arbitration decision turns on the specifics of the individual case and what was included in the case file. You'll note from reading it that there was some information/argument that were not made part of the original grievance file so the arbitrator excluded them from consideration. Had that information been offered earlier, it could have affected the outcome of the case.

Do not let anyone tell you this decision bars you from working the box section.

If you get any grievances regarding the postmaster's performance of bargaining unit work, please contact LR for guidance immediately.

Jim Sykes
LR Specialist
Seattle District
(Spokane domicile)