

## Article 12 -EXCESSING -Questions & Answers

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### ARTICLE 12, SECTION 5.C SPECIAL PROVISION ON REASSIGNMENTS

#### 12.5.C.1 - DISCONTINUANCE OF AN INDEPENDENT INSTALLATION

##### 1. WHO IS REASSIGNED?

12.5.C.1.a: When an installation is discontinued, all full and part-time flexible employees, to the maximum extent possible, are reassigned into a continuing installation.

##### 2. HOW?

12.5.C.1.b: Employees are involuntarily reassigned with their seniority for duty assignments to vacancies in the same or lower level in the same craft or occupational group.

##### 3. WHERE?

12.5.C.1.b: All full and part-time flexible employees will be reassigned to postal installations designated by the postal service within 100 miles of the discontinued installation, or to more distant installations, if after consultation with the union, it is determined that it is necessary.

##### 4. ARE FULL-TIME EMPLOYEES GUARANTEED ANOTHER FULL-TIME POSITION?

12.5.C.1.f: NO. .. As outlined under the provisions of C.1.f. full-time employees for whom no full-time vacancies are available shall be changed to part-time flexible status in the same craft and placed as such.

##### 5. DO FULL-TIME EMPLOYEES SO CHANGED TO PART-TIME STATUS RETAIN PLACEMENT RIGHTS TO FULL-TIME VACANCIES OCCURRING AT A LATER DATE?

12.5.C.1.f: The employees who are arbitrarily changed to part-time flexible status are guaranteed, for a period of six months, placement rights to full-time vacancies developing within that time, within any installation within 100 miles of the discontinued installation.

##### 6. DO EMPLOYEES SO REASSIGNED HAVE RETREAT RIGHTS?

12.5.C.1.g: In the event a discontinued installation is re-established, the employees are entitled to exercise retreat rights and are eligible for reassignment back to their re-established installation with full seniority within the craft from which reassigned.

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### 7. IF TWO OR MORE VACANCIES ARE AVAILABLE FOR REASSIGNMENT, WHO GETS FIRST CHOICE?

12.5.C.1.g: Available vacancies will be selected on the basis of seniority.

### 8. DO EMPLOYEES FROM A DISCONTINUED INSTALLATION RETAIN THEIR SENIORITY?

12.5.C.1.c: Full-time employees remaining in the same craft are reassigned with their full seniority. If, however, they are placed in another craft, they take the lesser of the following: (1.) one day junior to the junior full-time employee in the same craft and level in the office to which reassigned, or (2.) the seniority they had in the craft from which assigned.

12.5.C.1.d & e: Part-time flexible employees, if reassigned in the same craft, will be reassigned with full seniority. If placed in another craft, they are placed at the foot of the existing part-time flexible roster in the gaining installation.

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### 12.5.C.2 - CONSOLIDATION OF AN INDEPENDENT INSTALLATION

#### 1. WHO IS REASSIGNED?

12.5.C.2.a: When an independent postal installation is consolidated with another postal installation, each full-time or part-time flexible employee shall be reassigned.

#### 2. HOW REASSIGNED?

12.5.C.2.a: Employees will be reassigned on an involuntary basis.

#### 3. TO WHERE?

12.5.C.2.a: Reassignment will be to a continuing installation, and with full seniority for both full and part-time flexible employees.

#### 4. DO EMPLOYEES HAVE RETREAT RIGHTS IF THE CONSOLIDATED INSTALLATION IS RE-ESTABLISHED?

12.5.C.2.c: Under the provisions of 2.c, if the consolidated installation again becomes an independent installation, each full and part-time flexible employee is entitled to return to the established installation in the craft and level or occupational group held at the time the installation was discontinued.

#### 5. WHAT OCCURS IF CONSOLIDATION RESULTS IN AN EXCESS OF EMPLOYEES IN THE GAINING INSTALLATION?

12.5.C.2.b: In the event an excess of employees results in the gaining installation due to the consolidation of an independent installation, the provisions of Article 12 would govern in reducing the number of employees through other than attrition.

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### 12.5.C.3 - TRANSFER OF A CLASSIFIED STATION OR CLASSIFIED BRANCH TO THE JURISDICTION OF ANOTHER INSTALLATION OR MADE AN INDEPENDENT INSTALLATION

#### 1. WHO IS REASSIGNED?

12.5.C.3.a: All full-time employees at a classified station or branch who wish to remain.

#### 2. IS IT MANDATORY?

## Postal Excessing - Article 12 Questions and Answers

12.5.C.3.a: NO...the employees have an option to remain with the classified station/ branch, without loss of seniority, or they may remain with the installation from which the classified station/branch is being transferred.

### **3. IF FULL-TIME EMPLOYEES IN THE AFFECTED UNIT DO NOT WISH TO STAY IN THE UNIT, WHO HAS FIRST CHOICE FOR THE VACANT POSITIONS?**

12.5.C.3.b: Vacancies created by the unwillingness of employees to follow the station /branch to the new jurisdiction are posted for bid, on an office-wide basis, in the losing installation.

### **4. IF VACANCIES STILL REMAIN AFTER THE POSITIONS ARE POSTED IN THE LOSING INSTALLATION, WHAT ACTION IS THEN TAKEN?**

12.5.C.3.c: Management exercises the provisions of Article 12, and involuntarily reassign junior employees to fill the vacancies. The junior employees, involuntarily excessed, retain their retreat rights to the first vacancy in their level and craft in the installation from which they were involuntarily transferred.

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## **12.5.C.4 - REASSIGNMENT WITHIN AN INSTALLATION OF EMPLOYEES EXCESS TO THE NEEDS OF A SECTION**

### **1. WHO IDENTIFIES ASSIGNMENTS COMPRISING A SECTION FOR THE PURPOSE OF REDUCING THE NUMBER OF EMPLOYEES BY OTHER THAN ATTRITION?**

12.5.C.4.a: The identification of assignments comprising a section is determined locally, through negotiations. If a local union and management fail to negotiate sections, the entire installation is considered a section for reassignment purposes.

### **2. WHO IS REASSIGNED?**

12.5.C.4.b: The agreement requires management to reassign the junior full-time employee in the same craft and level.

### **3. TO WHERE IS HE/SHE REASSIGNED?**

12.5.C.4.b: the excessed employee is reassigned outside the section, within the installation, in the same craft and level. Seniority is retained and the employee may bid on any existing vacancy for which they are eligible. Failing to bid, they may be assigned to any vacant duty assignment for which there was no senior bidder, or they may remain as an unencumbered regular until such time as they are assigned a no bid position, as outlined in Article 37.4.C.

### **4. DOES THE EXCESSED EMPLOYEE HAVE RETREAT RIGHTS?**

12.5.C.4.c: the employee does have retreat rights to the first residual vacancy in their level, after employees in the section have completed bidding. However, they lose their retreat rights upon their failure to bid for the first residual vacancy in their salary level in the former section.

### **5. MUST THE EMPLOYEE EXERCISE HIS/HER RETREAT RIGHTS TO A LOWER LEVEL JOB IN HIS/HER FORMER SECTION?**

12.5.C.4.c: The right of retreat to the section is optional with the employee who has retreat rights with respect to a vacancy in a lower salary level. The employee's failure to exercise the option to return to a lower level position within the section, however, does not terminate the retreat rights in the salary level from which the employee was reassigned.

### **6. IS THERE ANY RESTRICTION ON CLERK CRAFT EMPLOYEES EXERCISING THEIR RIGHTS TO A LOWER LEVEL POSITION IN A SECTION FROM WHICH THEY HAVE BEEN EXCESSED?**

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12.5.C.4.c YES....New language was added in the 1984-87 agreement restricting the option of clerk craft employees from exercising retreat rights to a vacancy in a lower salary level, to only those assignments for which the employee would otherwise have been eligible to bid.

### 7. WHO FILLS THE DUTY ASSIGNMENT VACATED BY THE EXCESSED JUNIOR EMPLOYEE?

12.5.C.4.d: The vacated duty assignment must be posted for bid within the section and awarded to the senior bidder who had seniority to remain in the section. If there are no bids, the junior remaining unencumbered full-time employee in the section is assigned to the vacancy.

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### 12.5.C.5.a - REDUCTION IN THE NUMBER OF EMPLOYEES IN AN INSTALLATION OTHER THAN BY ATTRITION?

#### 1. WHAT ACTION MUST MANAGEMENT TAKE BEFORE EXCESSING FULL-TIME EMPLOYEES FROM AN INSTALLATION?

MANAGEMENT IS REQUIRED TO:

12.5.C.5.a.1 Determine by craft and occupational group, the number of excess employees.

12.5.C.5.a.2 Separate all casuals to the extent possible, thus minimizing the impact on the career regular workforce.

12.5.C.5.a.3 Reduce part-time flexible hours, to the extent possible, again, to minimize the impact on full-time positions.

#### 2. WHO IS DECLARED EXCESS?

12.5.C.5.a.4 The junior full-time employee in the salary level, craft, and occupational group affected, on an installation wide basis.

#### 3. WHERE ARE THEY REASSIGNED?

12.5.C.5.a.4 To the extent possible, the excessed full-time employees are reassigned within the installation to other crafts at the same or lower level.

#### 4. HOW IS THIS ACCOMPLISHED?

12.5.C.5.a.4 The employees are involuntarily reassigned.

#### 5. DO THEY RETAIN THEIR CRAFT SENIORITY?

12.5.C.5.a.4 NO...They are reassigned in the same or lower level, with seniority whichever is lesser of:

12.5.C.5.a.4.a One day junior to the seniority of the junior full-time employee in the same level and craft or occupational group in the installation to which assigned, or !! 12.5.C.5.a.4.b The seniority the employee had in the craft from which reassigned.

#### 6. DO THE REASSIGNED EMPLOYEES RETAIN RETREAT RIGHTS?

12.5.C.5.a.5 Under the provisions of Part 5, the employee has no retreat rights as an option. The agreement requires that she/he be returned to the craft from which reassigned at the first opportunity.

#### 7. CAN A SENIOR EMPLOYEE ELECT TO TAKE THE PLACE OF A JUNIOR EMPLOYEE SCHEDULED TO BE EXCESSED INTO ANOTHER CRAFT WITHIN THE SAME INSTALLATION?

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12.5.C.5.a.7 The right of election of a senior employee to take the place of a junior employee is not available for this cross-craft assignment within the installation.

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#### **12.5.C.5.b - REASSIGNMENTS TO OTHER INSTALLATIONS AFTER MAKING REASSIGNMENTS WITHIN THE INSTALLATION**

##### **1. IF THE EXCESSED JUNIOR FULL-TIME EMPLOYEE CANNOT BE ASSIGNED TO ANOTHER CRAFT IN HIS/HER OWN INSTALLATION, WHAT OCCURS?**

12.5.C.5.b.1 The junior full-time excess employee is assigned to a position in the same or lower level, in the same craft, to an installation within 100 miles of the losing installation, if possible.

The junior full-time employee not placed within the clerk craft, in accordance with above provisions will be assigned to other crafts in the same or lower level, in an installation within a 100 mile radius.

##### **2. HOW WILL THIS BE ACCOMPLISHED?**

12.5.C.5.b.2: Employees for whom consultation did not provide for placement under b.1 above in other crafts or occupational groups in which they meet minimum qualification at the same or lower level will be involuntarily reassigned.

##### **3. WHAT EFFECT WILL THIS HAVE ON THEIR SENIORITY STANDING?**

12.5.C.5.b.2 They will have permanent seniority for duty assignment, whichever is lesser of:

12.5.C.5.b.2.a One day junior to the senior of the junior full-time employee in the same level and craft or occupational group in the installation to which reassigned, or

12.5.C.5.b.2.b The seniority she/he had in the craft from which reassigned.

##### **4. MAY A SENIOR FULL-TIME EMPLOYEE IN THE SAME CRAFT ELECT TO TAKE THE PLACE OF JUNIOR EXCESS EMPLOYEE?**

12.5.C.5.b.3 Any senior employee in the same craft or occupational group in the same installation may elect to be excessed in lieu of a junior employee.

HOWEVER, THE SENIOR EMPLOYEE ELECTING TO BE EXCESSED IN LIEU OF A JUNIOR EMPLOYEE FORFEITS HIS/HER RETREAT RIGHTS. 5. WHO GETS PREFERENCE IN THE EVENT THAT TWO OR MORE VACANCIES ARE SIMULTANEOUSLY AVAILABLE?

12.5.C.5.b.4 The senior employee subject to reassignment gets the preference.

##### **6. IN ORDER TO AVOID EXCESSING, MAY A FULL-TIME EMPLOYEE ELECT TO CHANGE TO PART-TIME FLEXIBLE STATUS AND REMAIN IN HIS/HER OWN INSTALLATION?**

12.5.C.5.b.5 YES...under the provisions of the agreement, the full-time employee has the option to change to part-time flexible status in the same craft, in lieu of an involuntary reassignment.

##### **7. DOES A FULL-TIME EMPLOYEE EXCESSED TO ANOTHER INSTALLATION HAVE RETREAT RIGHTS?**

12.5.C.5.b.6 Under the provisions of Part 6, employees involuntarily reassigned retain retreat rights, provided they have filed a written request to be returned to the first vacancy in the craft and level in the installation from which reassigned. The request is honored so long as the employee does not withdraw it, or decline to accept an opportunity to return.

##### **8. MAY A CLERK CRAFT EMPLOYEE WHO HAS BEEN INVOLUNTARILY REASSIGNED, RETREAT TO**

## Postal Excessing - Article 12 Questions and Answers

### HIS/HER FORMER INSTALLATION IN A LOWER LEVEL POSITION?

12.5.C.5.b.6 A clerk craft employee may, provided they have filed a written request to return to the first vacancy in the same or lower level, exercise retreat rights to a lower level assignment. The written request, however, must stipulate whether the employee desires to retreat to a lower level assignment, and if so, to what salary level assignments for which the employee would have been eligible to bid. If vacancies are available in the specified lower salary level and in the salary level of the employee when reassigned, the employee will be given the option. Failure to exercise retreat rights to the first available vacancy terminates such rights.

### 9. WHAT EFFECT WILL ELECTING RETREAT RIGHTS TO A LOWER LEVEL ASSIGNMENT HAVE ON SALARY PROTECTION?

12.5.C.5.b.6 An employee electing to retreat to a lower level assignment will not be entitled to salary protection.

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### 12.5.C.6 - CENTRALIZED MAIL PROCESSING AND/OR DELIVERY INSTALLATION (CLERK CRAFT ONLY)

#### 1. WHEN IS 12.6 APPLICABLE?

12.5.C.6.a It becomes applicable when management consolidates mail processing operations into a centralized installation, which normally results in the excessing of a number of employees from several smaller installations.

#### 2. WHY IS THIS PROVISION DIFFERENT FROM THE PROVISIONS GOVERNING GENERAL INVOLUNTARY REASSIGNMENTS UNDER SECTION C.5.b?

12.5.C.6.a Although the basic reassignments are made under the provisions of 12.C.5.b., this section differs, in that it requires the reassigned clerks to be placed in a detail status for the first 180 days, in an effort to avoid inequities in the selection for preferred assignments.

#### 3. WHEN DOES THE 180 DAY DETAIL PERIOD COMMENCE?

12.5.C.6.c The 180 days is computed from the date of the first detail of an employee into the centralized mail processing installation.

#### 4. CAN DETAILED EMPLOYEES BID FOR THE PREVIOUSLY ESTABLISHED PREFERRED DUTY ASSIGNMENTS DURING THE 180 DAY DETAIL PERIOD?

12.5.C.6.b NO...only full-time employees who had previously been in the installation are eligible to bid on the previously established duty assignments.

#### 5. WHAT PROVISIONS ARE MADE FOR PREVIOUSLY ESTABLISHED PREFERRED DUTY ASSIGNMENTS THAT BECOME VACANT BEFORE THE EXPIRATION OF THE 180 DAY DETAIL PERIOD?

12.5.C.6.b The previously established duty assignments that may become vacant during the 180 day detail period are posted for bid, but only the permanently assigned employees in the gaining installation are eligible to bid.

#### 6. WHEN CAN DETAILED EMPLOYEES BID FOR PREFERRED DUTY ASSIGNMENTS IN THE GAINING INSTALLATION?

12.5.C.6.c As indicated above, the reassigned employees may bid at the end of the 180 day detail period.

#### 7. WHAT POSITIONS IN THE CLERK CRAFT ARE POSTED AT THE END OF THE 180 DAY DETAIL PERIOD?

## Postal Excessing - Article 12 Questions and Answers

12.5.C.6.c All vacant clerk craft positions are posted, and all eligible full-time employees in the craft in the gaining installation are eligible to bid.

### 8. IS THE PROCEDURE DIFFERENT WHEN A NEW CENTRALIZED UNIT IS ESTABLISHED?

12.5.C.6.d.1 & 2 YES...Full-time clerks are given the opportunity to request reassignment from the losing installation. The reassignments will be made on the basis of seniority, but will be limited to the number of excessed full-time clerks in the losing installation.

### 9. WHAT IF THERE STILL ARE EXCESS EMPLOYEES IN THE CRAFT AT THE LOSING INSTALLATION AFTER SENIOR FULL-TIME EMPLOYEES HAVE BEEN INVOLUNTARILY REASSIGNED?

12.5.C.6.d.3 Management will involuntarily reassign the junior full-time employees, as provided in Article 12.5.C.b.

### 10. DO THEY RETAIN SENIORITY?

12.5.C.6.d.1 YES....Clerks taking the opportunity are reassigned with their full seniority.

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## 12.5.C.8 - REASSIGNMENTS - PART-TIME FLEXIBLE EMPLOYEES IN EXCESS OF QUOTA (OTHER THAN MOTOR VEHICLE)

### 1. WHO IS AFFECTED?

12.5.C.8 PART-TIME FLEXIBLE EMPLOYEES.

### 2. WHAT PROCEDURES WILL MANAGEMENT USE IN EXCESSING PTF CLERKS?

12.5.C.8 The part-time flexibles lowest on the part-time flexible roll equal in number to such excessed will be given an option to be reassigned to the foot of the ptf roll in the same or another craft in another installation. Although the excessing is involuntary, the selection of craft and installation is voluntary.

### 3. MAY A PART-TIME FLEXIBLE WHO IS INVOLUNTARILY EXCESSED RETAIN SENIORITY?

12.5.C.8.a NO...An excessed part-time flexible employee reassigned to another craft in the same or another installation shall be assigned to the foot of the part-time flexible roll and begin a new period of seniority.

### 4. DO PART-TIME FLEXIBLES EVER REGAIN THEIR SENIORITY?

12.5.C.8.b YES...A part-time flexible who is reassigned into another installation in the clerk craft regains their seniority upon becoming a full-time regular employee. The employee's seniority for preferred assignments will then include the seniority the employee had in the losing installation, augmented by the part-time flexible service in the gaining installation.

HOWEVER, IF THE PART-TIME FLEXIBLE EMPLOYEE IS REASSIGNED INTO ANOTHER CRAFT, HE/SHE DOES NOT REGAIN SENIORITY AT THE TIME HE/SHE MAKES REGULAR.

### 5. MAY A SENIOR PART-TIME FLEXIBLE ACCEPT REASSIGNMENT IN LIEU OF JUNIOR PART-TIME FLEXIBLE?

12.5.C.8.c YES...A senior part-time flexible may volunteer to be excessed in lieu of a junior part-time flexible. The part-time flexible, however, will assume the seniority status of the senior part-time flexible being reassigned.

### 6. WHO DESIGNATES OTHER INSTALLATIONS AVAILABLE FOR SUCH VOLUNTARY REASSIGNMENTS?

## Postal Excessing - Article 12 Questions and Answers

12.5.C.8.d The postal service, after consultation with the union, will offer reassignment opportunities in the following order:

1. OTHER CRAFT, SAME INSTALLATION,
2. SAME CRAFT, OTHER INSTALLATION,
3. OTHER CRAFTS, OTHER INSTALLATION.

### 7. DO PART-TIME FLEXIBLES RETAIN RETREAT RIGHTS?

12.5.C.8.f & g Retreat rights are granted to part-time flexible employees electing reassignment to another installation, except for a part-time flexible volunteering to be excessed in lieu of a junior part-time flexible. The part-time flexible will have retreat rights, provided he/she makes a written request at the time of reassignment from the losing installation, and it is valid until he/she voluntarily withdraws the request or declines to be returned at the first opportunity.

### 8. WHAT ABOUT PART-TIME REGULAR EMPLOYEES?

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

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### MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Excessing

In recognition of the parties' efforts to respond to the need to reposition the workforce by jointly seeking an approach that is consistent with the principles of minimizing employee dislocation, consistent with the needs of the service, it is agreed that the Postal Service will petition the Office of Personnel Management (OPM) for the purpose of implementing Section 8336(d)(2) (voluntary early retirement -CSRS) and Section 8414 (b)(1)(B) (voluntary early retirement - FERS) of Title 5, United States Code for all eligible APWU represented employees, subject to the limitations imposed by OPM. The Postal Service will petition OPM no later than February 1, 2003 and the union will be provided a copy of the petition request.

The Postal Service will place a temporary moratorium on excessing and the reassignment of employees through May 15, 2003. The plan to consolidate installations will be provided to the union in December 2002. This moratorium will not apply to current or future excessings and reassignments, where the APWU and the affected employees receive notice in accordance with Article 12 of the 2000 National Agreement, provided that the impacted employees will be reassigned within the local commuting area of their installation (a 50 mile radius). If a need still exists to reassign employees after termination of the moratorium, employees given notice of reassignment pursuant to Article 12 prior to the date of this agreement will be reassigned.

In light of the need to prepare for the possibility of employee reassignment, the parties agree that the Postal Service will immediately begin withholding all residual vacancies. The need for withholding these residual vacancies is provided by the consolidation plan and recognized pursuant to this memorandum. Any disputes arising out of this memorandum will be handled in accordance with the Memorandum of Understanding Re: Administrative Disputes Resolution Procedures. This memorandum expires for all purposes on November 20, 2005.



ARTICLE 12, SECTION 5.C  
SPECIAL PROVISION ON REASSIGNMENTS

12.5.C.1 - DISCONTINUANCE OF AN INDEPENDENT INSTALLATION

1. WHO IS REASSIGNED?

- 12.5.C.1.a - WHEN AN INSTALLATION IS DISCONTINUED, ALL FULL AND PART-TIME FLEXIBLE EMPLOYEES, TO THE MAXIMUM EXTENT POSSIBLE, ARE REASSIGNED INTO A CONTINUING INSTALLATION.

2. HOW?

- 12.5.C.1.b - EMPLOYEES ARE INVOLUNTARILY REASSIGNED WITH THEIR SENIORITY FOR DUTY ASSIGNMENTS TO VACANCIES IN THE SAME OR LOWER LEVEL IN THE SAME CRAFT OR OCCUPATIONAL GROUP.

3. WHERE?

- 12.5.C.1.b - ALL FULL AND PART-TIME FLEXIBLE EMPLOYEES WILL BE REASSIGNED TO POSTAL INSTALLATIONS DESIGNATED BY THE POSTAL SERVICE WITHIN 100 MILES OF THE DISCONTINUED INSTALLATION, OR TO MORE DISTANT INSTALLATIONS, IF AFTER CONSULTATION WITH THE UNION, IT IS DETERMINED THAT IT IS NECESSARY.

4. ARE FULL-TIME EMPLOYEES GUARANTEED ANOTHER FULL-TIME POSITION?

- 12.5.C.1.f - NO. .. AS OUTLINED UNDER THE PROVISIONS OF C.1.f. FULL-TIME EMPLOYEES FOR WHOM NO FULL-TIME VACANCIES ARE AVAILABLE SHALL BE CHANGED TO PART-TIME FLEXIBLE STATUS IN THE SAME CRAFT AND PLACED AS SUCH.

5. DO FULL-TIME EMPLOYEES SO CHANGED TO PART-TIME STATUS RETAIN PLACEMENT RIGHTS TO FULL-TIME VACANCIES OCCURRING AT A LATER DATE?

• 12.5.C.1.f - THE EMPLOYEES WHO ARE ARBITRARILY CHANGED TO PART-TIME FLEXIBLE STATUS ARE GUARANTEED, FOR A PERIOD OF SIX MONTHS, PLACEMENT RIGHTS TO FULL-TIME VACANCIES DEVELOPING WITHIN THAT TIME, WITHIN ANY INSTALLATION WITHIN 100 MILES OF THE DISCONTINUED INSTALLATION.

6. DO EMPLOYEES SO REASSIGNED HAVE RETREAT RIGHTS?

• 12.5.C.1.g - IN THE EVENT A DISCONTINUED INSTALLATION IS RE-ESTABLISHED, THE EMPLOYEES ARE ENTITLED TO EXERCISE RETREAT RIGHTS AND ARE ELIGIBLE FOR REASSIGNMENT BACK TO THEIR RE-ESTABLISHED INSTALLATION WITH FULL SENIORITY WITHIN THE CRAFT FROM WHICH REASSIGNED.

7. IF TWO OR MORE VACANCIES ARE AVAILABLE FOR REASSIGNMENT, WHO GETS FIRST CHOICE?

• 12.5.C.1.g - AVAILABLE VACANCIES WILL BE SELECTED ON THE BASIS OF SENIORITY.

8. DO EMPLOYEES FROM A DISCONTINUED INSTALLATION RETAIN THEIR SENIORITY?

• 12.5.C.1.c - FULL-TIME EMPLOYEES REMAINING IN THE SAME CRAFT ARE REASSIGNED WITH THEIR FULL SENIORITY. IF, HOWEVER, THEY ARE PLACED IN ANOTHER CRAFT, THEY TAKE THE LESSER OF THE FOLLOWING: (1) ONE DAY JUNIOR TO THE JUNIOR FULL-TIME EMPLOYEE IN THE SAME CRAFT AND LEVEL IN THE OFFICE TO WHICH REASSIGNED, OR (2) THE SENIORITY THEY HAD IN THE CRAFT FROM WHICH ASSIGNED.

• 12.5.C.1.d & e - PART-TIME FLEXIBLE EMPLOYEES, IF REASSIGNED IN THE SAME CRAFT, WILL BE REASSIGNED WITH FULL SENIORITY. IF PLACED IN ANOTHER CRAFT, THEY ARE PLACED AT THE FOOT OF THE EXISTING PART-TIME FLEXIBLE ROSTER IN THE GAINING INSTALLATION.

*12.5.C.2 - CONSOLIDATION OF AN INDEPENDENT INSTALLATION*

*1. WHO IS REASSIGNED?*

*12.5.C.2.a - WHEN AN INDEPENDENT POSTAL INSTALLATION IS CONSOLIDATED WITH ANOTHER POSTAL INSTALLATION, EACH FULL-TIME OR PART-TIME FLEXIBLE EMPLOYEE SHALL BE REASSIGNED.*

*2. HOW REASSIGNED?*

*• 12.5.C.2.a - EMPLOYEES WILL BE REASSIGNED ON AN INVOLUNTARY BASIS.*

*3. TO WHERE?*

*• 12.5.C.2.a - REASSIGNMENT WILL BE TO A CONTINUING INSTALLATION, AND WITH FULL SENIORITY FOR BOTH FULL AND PART-TIME FLEXIBLE EMPLOYEES.*

*4. DO EMPLOYEES HAVE RETREAT RIGHTS IF THE CONSOLIDATED INSTALLATION IS RE-ESTABLISHED?*

*• 12.5.C.2.c - UNDER THE PROVISIONS OF 2.c, IF THE CONSOLIDATED INSTALLATION AGAIN BECOMES AN INDEPENDENT INSTALLATION, EACH FULL AND PART-TIME FLEXIBLE EMPLOYEE IS ENTITLED TO RETURN TO THE ESTABLISHED INSTALLATION IN THE CRAFT AND LEVEL OR OCCUPATIONAL GROUP HELD AT THE TIME THE INSTALLATION WAS DISCONTINUED.*

*5. WHAT OCCURS IF CONSOLIDATION RESULTS IN AN EXCESS OF EMPLOYEES IN THE GAINING INSTALLATION?*

*• 12.5.C.2.b - IN THE EVENT AN EXCESS OF EMPLOYEES RESULTS IN THE GAINING INSTALLATION DUE TO THE CONSOLIDATION OF AN INDEPENDENT INSTALLATION, THE PROVISIONS OF ARTICLE 12 WOULD GOVERN IN REDUCING THE NUMBER OF EMPLOYEES THROUGH OTHER THAN ATTRITION.*

**12.5.C.3 - TRANSFER OF A CLASSIFIED STATION OR CLASSIFIED BRANCH TO THE JURISDICTION OF ANOTHER INSTALLATION OR MADE AN INDEPENDENT INSTALLATION**

**1. WHO IS REASSIGNED?**

- **12.5.C.3.a - ALL FULL-TIME EMPLOYEES AT A CLASSIFIED STATION OR BRANCH WHO WISH TO REMAIN.**

**2. IS IT MANDATORY?**

- **12.5.C.3.a - NO...THE EMPLOYEES HAVE AN OPTION TO REMAIN WITH THE CLASSIFIED STATION/BRANCH, WITHOUT LOSS OF SENIORITY, OR THEY MAY REMAIN WITH THE INSTALLATION FROM WHICH THE CLASSIFIED STATION/BRANCH IS BEING TRANSFERRED.**

**3. IF FULL-TIME EMPLOYEES IN THE AFFECTED UNIT DO NOT WISH TO STAY IN THE UNIT, WHO HAS FIRST CHOICE FOR THE VACANT POSITIONS?**

- **12.5.C.3.b - VACANCIES CREATED BY THE UNWILLINGNESS OF EMPLOYEES TO FOLLOW THE STATION/BRANCH TO THE NEW JURISDICTION ARE POSTED FOR BID, ON AN OFFICE-WIDE BASIS, IN THE LOSING INSTALLATION.**

**4. IF VACANCIES STILL REMAIN AFTER THE POSITIONS ARE POSTED IN THE LOSING INSTALLATION, WHAT ACTION IS THEN TAKEN?**

- **12.5.C.3.c - MANAGEMENT EXERCISES THE PROVISIONS OF ARTICLE 12, AND INVOLUNTARILY REASSIGN JUNIOR EMPLOYEES TO FILL THE VACANCIES. THE JUNIOR EMPLOYEES, INVOLUNTARILY EXCESSED, RETAIN THEIR RETREAT RIGHTS TO THE FIRST VACANCY IN THEIR LEVEL AND CRAFT IN THE INSTALLATION FROM WHICH THEY WERE INVOLUNTARILY TRANSFERRED.**

**12.5.C.4 - REASSIGNMENT WITHIN AN INSTALLATION OF EMPLOYEES  
EXCESS TO THE NEEDS OF A SECTION**

**1. WHO IDENTIFIES ASSIGNMENTS COMPRISING A SECTION FOR THE  
PURPOSE OF REDUCING THE NUMBER OF EMPLOYEES BY OTHER  
THAN ATTRITION?**

- **12.5.C.4.a - THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION IS DETERMINED LOCALLY, THROUGH NEGOTIATIONS. IF A LOCAL UNION AND MANAGEMENT FAIL TO NEGOTIATE SECTIONS, THE ENTIRE INSTALLATION IS CONSIDERED A SECTION FOR REASSIGNMENT PURPOSES.**

**2. WHO IS REASSIGNED?**

- **12.5.C.4.b - THE AGREEMENT REQUIRES MANAGEMENT TO REASSIGN THE JUNIOR FULL-TIME EMPLOYEE IN THE SAME CRAFT AND LEVEL.**

**3. TO WHERE IS HE/SHE REASSIGNED?**

**12.5.C.4.b - THE EXCESSED EMPLOYEE IS REASSIGNED OUTSIDE THE SECTION, WITHIN THE INSTALLATION, IN THE SAME CRAFT AND LEVEL. SENIORITY IS RETAINED AND THE EMPLOYEE MAY BID ON ANY EXISTING VACANCY FOR WHICH THEY ARE ELIGIBLE. FAILING TO BID, THEY MAY BE ASSIGNED TO ANY VACANT DUTY ASSIGNMENT FOR WHICH THERE WAS NO SENIOR BIDDER, OR THEY MAY REMAIN AS AN UNENCUMBERED REGULAR UNTIL SUCH TIME AS THEY ARE ASSIGNED A NO BID POSITION, AS OUTLINED IN ARTICLE 37.4.C.**

**4. DOES THE EXCESSED EMPLOYEE HAVE RETREAT RIGHTS?**

- **12.5.C.4.c - THE EMPLOYEE DOES HAVE RETREAT RIGHTS TO THE FIRST RESIDUAL VACANCY IN THEIR LEVEL, AFTER EMPLOYEES IN THE SECTION HAVE COMPLETED BIDDING. HOWEVER, THEY LOSE THEIR RETREAT RIGHTS UPON THEIR FAILURE TO BID FOR THE FIRST RESIDUAL VACANCY IN THEIR SALARY LEVEL IN THE FORMER SECTION.**

5. MUST THE EMPLOYEE EXERCISE HIS/HER RETREAT RIGHTS TO A LOWER LEVEL JOB IN HIS/HER FORMER SECTION?

- 12.5.C.4.c - THE RIGHT OF RETREAT TO THE SECTION IS OPTIONAL WITH THE EMPLOYEE WHO HAS RETREAT RIGHTS WITH RESPECT TO A VACANCY IN A LOWER SALARY LEVEL. THE EMPLOYEE'S FAILURE TO EXERCISE THE OPTION TO RETURN TO A LOWER LEVEL POSITION WITHIN THE SECTION, HOWEVER, DOES NOT TERMINATE THE RETREAT RIGHTS IN THE SALARY LEVEL FROM WHICH THE EMPLOYEE WAS REASSIGNED.

6. IS THERE ANY RESTRICTION ON CLERK CRAFT EMPLOYEES EXERCISING THEIR RIGHTS TO A LOWER LEVEL POSITION IN A SECTION FROM WHICH THEY HAVE BEEN EXCESSED?

- 12.5.C.4.c - YES....NEW LANGUAGE WAS ADDED IN THE 1984-87 AGREEMENT, RESTRICTING THE OPTION OF CLERK CRAFT EMPLOYEES FROM EXERCISING RETREAT RIGHTS TO A VACANCY IN A LOWER SALARY LEVEL, TO ONLY THOSE ASSIGNMENTS FOR WHICH THE EMPLOYEE WOULD OTHERWISE HAVE BEEN ELIGIBLE TO BID.

7. WHO FILLS THE DUTY ASSIGNMENT VACATED BY THE EXCESSED JUNIOR EMPLOYEE?

- 12.5.C.4.d - THE VACATED DUTY ASSIGNMENT MUST BE POSTED FOR BID WITHIN THE SECTION AND AWARDED TO THE SENIOR BIDDER WHO HAD SENIORITY TO REMAIN IN THE SECTION. IF THERE ARE NO BIDS, THE JUNIOR REMAINING UNENCUMBERED FULL-TIME EMPLOYEE IN THE SECTION IS ASSIGNED TO THE VACANCY.

*12.5.C.5.a - REDUCTION IN THE NUMBER OF EMPLOYEES IN AN  
INSTALLATION OTHER THAN BY ATTRITION?*

*1. WHAT ACTION MUST MANAGEMENT TAKE BEFORE EXCESSING  
FULL-TIME EMPLOYEES FROM AN INSTALLATION?*

- *MANAGEMENT IS REQUIRED TO:*
- *12.5.C.5.a.1 - DETERMINE BY CRAFT AND OCCUPATIONAL GROUP,  
THE NUMBER OF EXCESS EMPLOYEES.*
- *12.5.C.5.a.2 - SEPARATE ALL CASUALS TO THE EXTENT POSSIBLE,  
THUS MINIMIZING THE IMPACT ON THE CAREER REGULAR WORKFORCE.*
- *12.5.C.5.a.3 - REDUCE PART-TIME FLEXIBLE HOURS, TO THE  
EXTENT POSSIBLE, AGAIN, TO MINIMIZE THE IMPACT ON FULL-TIME  
POSITIONS.*

*2. WHO IS DECLARED EXCESS?*

- *12.5.C.5.a.4 - THE JUNIOR FULL-TIME EMPLOYEE IN THE SALARY  
LEVEL, CRAFT, AND OCCUPATIONAL GROUP AFFECTED, ON AN  
INSTALLATION WIDE BASIS.*

*3. WHERE ARE THEY REASSIGNED?*

- *12.5.C.5.a.4 - TO THE EXTENT POSSIBLE, THE EXCESSED FULL-  
TIME EMPLOYEES ARE REASSIGNED WITHIN THE INSTALLATION TO  
OTHER CRAFTS AT THE SAME OR LOWER LEVEL.*

*4. HOW IS THIS ACCOMPLISHED?*

- *12.5.C.5.a.4 - THE EMPLOYEES ARE INVOLUNTARILY REASSIGNED.*

5. DO THEY RETAIN THEIR CRAFT SENIORITY?

- 12.5.C.5.a.4 - NO...THEY ARE REASSIGNED IN THE SAME OR LOWER LEVEL, WITH SENIORITY WHICHEVER IS LESSER OF:

- 12.5.C.5.a.4.a - ONE DAY JUNIOR TO THE SENIORITY OF THE JUNIOR FULL-TIME EMPLOYEE IN THE SAME LEVEL AND CRAFT OR OCCUPATIONAL GROUP IN THE INSTALLATION TO WHICH ASSIGNED, OR

- 12.5.C.5.a.4.b - THE SENIORITY THE EMPLOYEE HAD IN THE CRAFT FROM WHICH REASSIGNED.

6. DO THE REASSIGNED EMPLOYEES RETAIN RETREAT RIGHTS?

- 12.5.C.5.a.5 - UNDER THE PROVISIONS OF PART 5, THE EMPLOYEE HAS NO RETREAT RIGHTS AS AN OPTION. THE AGREEMENT REQUIRES THAT SHE/HE BE RETURNED TO THE CRAFT FROM WHICH REASSIGNED AT THE FIRST OPPORTUNITY.

7. CAN A SENIOR EMPLOYEE ELECT TO TAKE THE PLACE OF A JUNIOR EMPLOYEE SCHEDULED TO BE EXCESSED INTO ANOTHER CRAFT WITHIN THE SAME INSTALLATION?

- 12.5.C.5.a.7 - THE RIGHT OF ELECTION OF A SENIOR EMPLOYEE TO TAKE THE PLACE OF A JUNIOR EMPLOYEE IS NOT AVAILABLE FOR THIS CROSS-CRAFT ASSIGNMENT WITHIN THE INSTALLATION.



12.5.C.5.b - REASSIGNMENTS TO OTHER INSTALLATIONS AFTER  
MAKING REASSIGNMENTS WITHIN THE INSTALLATION

1. IF THE EXCESSED JUNIOR FULL-TIME EMPLOYEE CANNOT BE ASSIGNED TO ANOTHER CRAFT IN HIS/HER OWN INSTALLATION, WHAT OCCURS?

12.5.C.5.b.1 - THE JUNIOR FULL-TIME EXCESS EMPLOYEE IS ASSIGNED TO A POSITION IN THE SAME OR LOWER LEVEL, IN THE SAME CRAFT, TO AN INSTALLATION WITHIN 100 MILES OF THE LOSING INSTALLATION, IF POSSIBLE.

- THE JUNIOR FULL-TIME EMPLOYEE NOT PLACED WITHIN THE CLERK CRAFT, IN ACCORDANCE WITH ABOVE PROVISIONS WILL BE ASSIGNED TO OTHER CRAFTS IN THE SAME OR LOWER LEVEL, IN AN INSTALLATION WITHIN A 100 MILE RADIUS.

2. HOW WILL THIS BE ACCOMPLISHED?

- 12.5.C.5.b.2 - EMPLOYEES FOR WHOM CONSULTATION DID NOT PROVIDE FOR PLACEMENT UNDER b.1 ABOVE IN OTHER CRAFTS OR OCCUPATIONAL GROUPS IN WHICH THEY MEET MINIMUM QUALIFICATION AT THE SAME OR LOWER LEVEL WILL BE INVOLUNTARILY REASSIGNED.

3. WHAT EFFECT WILL THIS HAVE ON THEIR SENIORITY STANDING?

- 12.5.C.5.b.2 - THEY WILL HAVE PERMANENT SENIORITY FOR DUTY ASSIGNMENT, WHICHEVER IS LESSER OF:

- 12.5.C.5.b.2.a - ONE DAY JUNIOR TO THE SENIOR OF THE JUNIOR FULL-TIME EMPLOYEE IN THE SAME LEVEL AND CRAFT OR OCCUPATIONAL GROUP IN THE INSTALLATION TO WHICH REASSIGNED, OR

- 12.5.C.5.b.2.b - THE SENIORITY SHE/HE HAD IN THE CRAFT FROM WHICH REASSIGNED.

4. *MAY A SENIOR FULL-TIME EMPLOYEE IN THE SAME CRAFT ELECT TO TAKE THE PLACE OF JUNIOR EXCESS EMPLOYEE?*

• *12.5.C.5.b.3 - ANY SENIOR EMPLOYEE IN THE SAME CRAFT OR OCCUPATIONAL GROUP IN THE SAME INSTALLATION MAY ELECT TO BE EXCESSED IN LIEU OF A JUNIOR EMPLOYEE.*

• *HOWEVER, THE SENIOR EMPLOYEE ELECTING TO BE EXCESSED IN LIEU OF A JUNIOR EMPLOYEE FORFEITS HIS/HER RETREAT RIGHTS.*

5. *WHO GETS PREFERENCE IN THE EVENT THAT TWO OR MORE VACANCIES ARE SIMULTANEOUSLY AVAILABLE?*

• *12.5.C.5.b.4 - THE SENIOR EMPLOYEE SUBJECT TO REASSIGNMENT GETS THE PREFERENCE.*

6. *IN ORDER TO AVOID EXCESSING, MAY A FULL-TIME EMPLOYEE ELECT TO CHANGE TO PART-TIME FLEXIBLE STATUS AND REMAIN IN HIS/HER OWN INSTALLATION?*

• *1.5.C.5.b.5 - YES...UNDER THE PROVISIONS OF THE AGREEMENT, THE FULL-TIME EMPLOYEE HAS THE OPTION TO CHANGE TO PART-TIME FLEXIBLE STATUS IN THE SAME CRAFT, IN LIEU OF AN INVOLUNTARY REASSIGNMENT.*

7. *DOES A FULL-TIME EMPLOYEE EXCESSED TO ANOTHER INSTALLATION HAVE RETREAT RIGHTS?*

• *12.5.C.5.b.6 - UNDER THE PROVISIONS OF PART 6, EMPLOYEES INVOLUNTARILY REASSIGNED RETAIN RETREAT RIGHTS, PROVIDED THEY HAVE FILED A WRITTEN REQUEST TO BE RETURNED TO THE FIRST VACANCY IN THE CRAFT AND LEVEL IN THE INSTALLATION FROM WHICH REASSIGNED.*

• *THE REQUEST IS HONORED SO LONG AS THE EMPLOYEE DOES NOT WITHDRAW IT, OR DECLINE TO ACCEPT AN OPPORTUNITY TO RETURN.*

8. *MAY A CLERK CRAFT EMPLOYEE WHO HAS BEEN INVOLUNTARILY REASSIGNED, RETREAT TO HIS/HER FORMER INSTALLATION IN A LOWER LEVEL POSITION?*

• *12.5.C.5.b.6 - A CLERK CRAFT EMPLOYEE MAY, PROVIDED THEY HAVE FILED A WRITTEN REQUEST TO RETURN TO THE FIRST VACANCY IN THE SAME OR LOWER LEVEL, EXERCISE RETREAT RIGHTS TO A LOWER LEVEL ASSIGNMENT. THE WRITTEN REQUEST, HOWEVER, MUST STIPULATE WHETHER THE EMPLOYEE DESIRES TO RETREAT TO A LOWER LEVEL ASSIGNMENT, AND IF SO, TO WHAT SALARY LEVEL ASSIGNMENTS FOR WHICH THE EMPLOYEE WOULD HAVE BEEN ELIGIBLE TO BID.*

• *IF VACANCIES ARE AVAILABLE IN THE SPECIFIED LOWER SALARY LEVEL AND IN THE SALARY LEVEL OF THE EMPLOYEE WHEN REASSIGNED, THE EMPLOYEE WILL BE GIVEN THE OPTION. FAILURE TO EXERCISE RETREAT RIGHTS TO THE FIRST AVAILABLE VACANCY TERMINATES SUCH RIGHTS.*

9. *WHAT EFFECT WILL ELECTING RETREAT RIGHTS TO A LOWER LEVEL ASSIGNMENT HAVE ON SALARY PROTECTION?*

• *12.5.C.5.b.6 - AN EMPLOYEE ELECTING TO RETREAT TO A LOWER LEVEL ASSIGNMENT WILL NOT BE ENTITLED TO SALARY PROTECTION.*

**12.5.C.6 - CENTRALIZED MAIL PROCESSING AND/OR DELIVERY  
INSTALLATION (CLERK CRAFT ONLY)**

**1. WHEN IS 12.6 APPLICABLE?**

- **12.5.C.6.a - IT BECOMES APPLICABLE WHEN MANAGEMENT CONSOLIDATES MAIL PROCESSING OPERATIONS INTO A CENTRALIZED INSTALLATION, WHICH NORMALLY RESULTS IN THE EXCESSING OF A NUMBER OF EMPLOYEES FROM SEVERAL SMALLER INSTALLATION.**

**2. WHY IS THIS PROVISION DIFFERENT FROM THE PROVISIONS GOVERNING GENERAL INVOLUNTARY REASSIGNMENTS UNDER SECTION C.5.b?**

- **12.5.C.6.a - ALTHOUGH THE BASIC REASSIGNMENTS ARE MADE UNDER THE PROVISIONS OF 12.C.5.b, THIS SECTION DIFFERS, IN THAT IT REQUIRES THE REASSIGNED CLERKS TO BE PLACED IN A DETAIL STATUS FOR THE FIRST 180 DAYS, IN AN EFFORT TO AVOID INEQUITIES IN THE SELECTION FOR PREFERRED ASSIGNMENTS.**

**3. WHEN DOES THE 180 DAY DETAIL PERIOD COMMENCE?**

- **12.5.C.6.c - THE 180 DAYS IS COMPUTED FROM THE DATE OF THE FIRST DETAIL OF AN EMPLOYEE INTO THE CENTRALIZED MAIL PROCESSING INSTALLATION.**

**4. CAN DETAILED EMPLOYEES BID FOR THE PREVIOUSLY ESTABLISHED PREFERRED DUTY ASSIGNMENTS DURING THE 180 DAY DETAIL PERIOD?**

- **12.5.C.6.b - NO...ONLY FULL-TIME EMPLOYEES WHO HAD PREVIOUSLY BEEN IN THE INSTALLATION ARE ELIGIBLE TO BID ON THE PREVIOUSLY ESTABLISHED DUTY ASSIGNMENTS.**

5. **WHAT PROVISIONS ARE MADE FOR PREVIOUSLY ESTABLISHED PREFERRED DUTY ASSIGNMENTS THAT BECOME VACANT BEFORE THE EXPIRATION OF THE 180 DAY DETAIL PERIOD?**

• **12.5.C.6.b - THE PREVIOUSLY ESTABLISHED DUTY ASSIGNMENTS THAT MAY BECOME VACANT DURING THE 180 DAY DETAIL PERIOD ARE POSTED FOR BID, BUT ONLY THE PERMANENTLY ASSIGNED EMPLOYEES IN THE GAINING INSTALLATION ARE ELIGIBLE TO BID.**

6. **WHEN CAN DETAILED EMPLOYEES BID FOR PREFERRED DUTY ASSIGNMENTS IN THE GAINING INSTALLATION?**

• **12.5.C.6.c - AS INDICATED ABOVE, THE REASSIGNED EMPLOYEES MAY BID AT THE END OF THE 180 DAY DETAIL PERIOD.**

7. **WHAT POSITIONS IN THE CLERK CRAFT ARE POSTED AT THE END OF THE 180 DAY DETAIL PERIOD?**

• **12.5.C.6.c - ALL VACANT CLERK CRAFT POSITIONS ARE POSTED, AND ALL ELIGIBLE FULL-TIME EMPLOYEES IN THE CRAFT IN THE GAINING INSTALLATION ARE ELIGIBLE TO BID.**

8. **IS THE PROCEDURE DIFFERENT WHEN A NEW CENTRALIZED UNIT IS ESTABLISHED?**

• **12.5.C.6.d.1 & 2 - YES...FULL-TIME CLERKS ARE GIVEN THE OPPORTUNITY TO REQUEST REASSIGNMENT FROM THE LOSING INSTALLATION. THE REASSIGNMENTS WILL BE MADE ON THE BASIS OF SENIORITY, BUT WILL BE LIMITED TO THE NUMBER OF EXCESSED FULL-TIME CLERKS IN THE LOSING INSTALLATION.**

9. **WHAT IF THERE STILL ARE EXCESS EMPLOYEES IN THE CRAFT AT THE LOSING INSTALLATION AFTER SENIOR FULL-TIME EMPLOYEES HAVE BEEN INVOLUNTARILY REASSIGNED?**

• **12.5.C.6.d.3 - MANAGEMENT WILL INVOLUNTARILY REASSIGN THE JUNIOR FULL-TIME EMPLOYEES, AS PROVIDED IN ARTICLE 12.5.C.b.**

10. **DO THEY RETAIN SENIORITY?**

• **12.5.C.6.d.1 - YES....CLERKS TAKING THE OPPORTUNITY ARE REASSIGNED WITH THEIR FULL SENIORITY.**

12.5.C.8 - REASSIGNMENTS - PART-TIME FLEXIBLE EMPLOYEES  
IN EXCESS OF QUOTA (OTHER THAN MOTOR VEHICLE)

1. WHO IS AFFECTED?

- 12.5.C.8 - PART-TIME FLEXIBLE EMPLOYEES.

2. WHAT PROCEDURES WILL MANAGEMENT USE IN EXCESSING PTF CLERKS?

- 12.5.C.8 - THE PART-TIME FLEXIBLES LOWEST ON THE PART-TIME FLEXIBLE ROLL EQUAL IN NUMBER TO SUCH EXCESSED WILL BE GIVEN AN OPTION TO BE REASSIGNED TO THE FOOT OF THE PTF ROLL IN THE SAME OR ANOTHER CRAFT IN ANOTHER INSTALLATION. ALTHOUGH THE EXCESSING IS INVOLUNTARY, THE SELECTION OF CRAFT AND INSTALLATION IS VOLUNTARY.

3. MAY A PART-TIME FLEXIBLE WHO IS INVOLUNTARILY EXCESSED RETAIN SENIORITY?

- 12.5.C.8.a - NO...AN EXCESSED PART-TIME FLEXIBLE EMPLOYEE REASSIGNED TO ANOTHER CRAFT IN THE SAME OR ANOTHER INSTALLATION SHALL BE ASSIGNED TO THE FOOT OF THE PART-TIME FLEXIBLE ROLL AND BEGIN A NEW PERIOD OF SENIORITY.

4. DO PART-TIME FLEXIBLES EVER REGAIN THEIR SENIORITY?

- 12.5.C.8.b - YES...A PART-TIME FLEXIBLE WHO IS REASSIGNED INTO ANOTHER INSTALLATION IN THE CLERK CRAFT REGAINS THEIR SENIORITY UPON BECOMING A FULL-TIME REGULAR EMPLOYEE. THE EMPLOYEE'S SENIORITY FOR PREFERRED ASSIGNMENTS WILL THEN INCLUDE THE SENIORITY THE EMPLOYEE HAD IN THE LOSING INSTALLATION, AUGMENTED BY THE PART-TIME FLEXIBLE SERVICE IN THE GAINING INSTALLATION.

- HOWEVER, IF THE PART-TIME FLEXIBLE EMPLOYEE IS REASSIGNED INTO ANOTHER CRAFT, HE/SHE DOES NOT REGAIN SENIORITY AT THE TIME HE/SHE MAKES REGULAR.

5. MAY A SENIOR PART-TIME FLEXIBLE ACCEPT REASSIGNMENT IN LIEU OF JUNIOR PART-TIME FLEXIBLE?

- 12.5.C.8.c - YES...A SENIOR PART-TIME FLEXIBLE MAY VOLUNTEER TO BE EXCESSED IN LIEU OF A JUNIOR PART-TIME FLEXIBLE. THE PART-TIME FLEXIBLE, HOWEVER, WILL ASSUME THE SENIORITY STATUS OF THE SENIOR PART-TIME FLEXIBLE BEING REASSIGNED.

6. WHO DESIGNATES OTHER INSTALLATIONS AVAILABLE FOR SUCH VOLUNTARY REASSIGNMENTS?

- 12.5.C.8.d - THE POSTAL SERVICE, AFTER CONSULTATION WITH THE UNION, WILL OFFER REASSIGNMENT OPPORTUNITIES IN THE FOLLOWING ORDER:

- 1. OTHER CRAFT, SAME INSTALLATION,
- 2. SAME CRAFT, OTHER INSTALLATION,
- 3. OTHER CRAFTS, OTHER INSTALLATION.

7. DO PART-TIME FLEXIBLES RETAIN RETREAT RIGHTS?

- 12.5.C.8.f & g - RETREAT RIGHTS ARE GRANTED TO PART-TIME FLEXIBLE EMPLOYEES ELECTING REASSIGNMENT TO ANOTHER INSTALLATION, EXCEPT FOR A PART-TIME FLEXIBLE VOLUNTEERING TO BE EXCESSED IN LIEU OF A JUNIOR PART-TIME FLEXIBLE. THE PART-TIME FLEXIBLE WILL HAVE RETREAT RIGHTS, PROVIDED HE/SHE MAKES A WRITTEN REQUEST AT THE TIME OF REASSIGNMENT FROM THE LOSING INSTALLATION, AND IT IS VALID UNTIL HE/SHE VOLUNTARILY WITHDRAWS THE REQUEST OR DECLINES TO BE RETURNED AT THE FIRST OPPORTUNITY.

8. WHAT ABOUT PART-TIME REGULAR EMPLOYEES?

- 12.5.D - PART-TIME REGULAR EMPLOYEES ASSIGNED IN THE CRAFT UNITS SHALL BE CONSIDERED TO BE IN A SEPARATE CATEGORY. ALL PROVISIONS OF THIS SECTION APPLY TO PART-TIME REGULAR EMPLOYEES WITHIN THEIR OWN CATEGORY.

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April 11, 1996

**MANAGERS, HUMAN RESOURCES (AREAS)**

**SUBJECT: Article 6 and 12 Questions and Answers**

Attached are documents related to Articles 6 and 12 of the collective bargaining agreement. Included is Article 6 notification correspondence to the APWU National union communicating Reduction In Force (RIF) competitive levels decided on by the Postal Service after having met the contractual obligation to consult with the union. As you know, the applicable RIF competitive areas were already established and published in a Postal Bulletin.

In addition, there is a set of Q & A's explaining and clarifying the contractual provisions of Article 6 and Article 12 to help better understand some of the necessary steps associated with the procedures. These Q & A's are intended to address the most asked questions on the seldom used provisions.

Please share this information with the appropriate labor and human resource professionals in the Area and District offices.

If there are any questions, do not hesitate to contact Peter Sgro of my staff at (202) 268-3524.

A handwritten signature in black ink, appearing to read "Anthony J. Vigilante".

Anthony J. Vigilante  
Manager  
Contract Administration (APWU/NPMHU)

Attachment



# LIMITED DUTY / CROSS CRAFTS

## GRIEVANCE DOCUMENTATION OVERVIEW

The primary argument in limited duty /reassignment violation cases is contained in Section 546 of the ELM and the EL-505, Chapters 7 or 11 (whichever is applicable).

The language in the ELM, (Section 546.142.a) states, " The following considerations must be made in effecting such limited duty assignments."

The language in the EL-505 states, "If it is necessary to change any of the elements to meet the employee's physical limitations or to provide the employee with suitable work, the elements must be changed in this specific order."

The must considerations and must order referenced above in the ELM and EL-505 are as follows:

<u>Priority of Choice</u>	<u>Regular Craft</u>	<u>Regular Tour</u>	<u>Regular Facility</u>
1 <sup>st</sup>	Within	Within	Within
2 <sup>nd</sup>	Outside	Within	Within
3 <sup>rd</sup>	Within	Outside	Within
4 <sup>th</sup>	Outside	Outside	Within
5 <sup>th</sup>	Within	Within	Outside
6 <sup>th</sup>	Outside	Within	Outside
7 <sup>th</sup>	Within	Outside	Outside
8 <sup>th</sup>	Outside	Outside	Outside

## 546.14 Disability Partially Overcome

### 546.141 General

The procedures for current employees cover both limited duty and rehabilitation assignments. Limited duty assignments are provided to employees during the recovery process when the effects of the injury are considered temporary. A rehabilitation assignment is provided when the effects of the injury are considered permanent and/or the employee has reached maximum medical improvement.

### 546.142 Obligation

When an employee has partially overcome the injury or disability, the Postal Service has the following obligation:

- a. Current Employees: When an employee has partially Service must make every effort toward assigning the employee to limited duty consistent with the employee's medically defined work limitation tolerance (see 546.611). In assigning such limited duty, the Postal Service should minimize any adverse or disruptive impact on the employee. The following considerations must be made in effecting such limited duty assignments:

- (1) To the extent that there is adequate work available within the employee's work limitation tolerance, within the employee's craft, in the work facility to which the employee is regularly assigned, and during the hours when the employee regularly works, that work constitutes the limited duty to which the employee is assigned.

The second priority allows for the employee to work in another craft, but within the employee's work facility and tour.

The third priority allows for the employee to work outside their tour, but within their craft and facility.

In most cases, there will not be a need to go below the third priority, to find suitable work within the employee's medically defined work tolerance.

Section 546.2 of the ELM and EL-312 require the Postal Service to be in compliance with the provisions of the applicable collective bargaining agreements.

### Contractual Provision

Article 15 If it is a ongoing violation each case should be filed stating, “**this is a continuing violation**”, however the Local union needs to keep requesting supporting documentation as limited duty assignment could change.

Article 19: ELM, Section 546

EL-505, Chapter 7 (temporary assignment)

EL-505, Chapter 11 (permanent assignment/max med. improve.)

EL-505, Chapter 12 (records and privacy act, if applicable)

EL-312, Section 716 (if reassignment is temporary)

EL-717, Section 717 (if reassignment is permanent)

ASM, Section 352 (Union request for information)

ASM Appendix 120.090 (information disclosure, if applicable)

EL-860, Chapter (Union review of medical record, if applicable)

Article 13 (if voluntarily requested by the employee and “other assignment”)

Article 37 (Only if the reassignment violated the Craft Article)

Article 30 (Only if the reassignment violates the LMOU-Items 15, 16, 17)

Article 5 (It could be a unilateral action if the Postal Service has a policy of reassigning injured employees in the Clerk Craft without reviewing medical limitation tolerances on an individual basis.)

Article 7 (If after review it is determined that the employee does not have a compensable disability and/or it is strictly a crossing craft grievance and different wage level argument)

Article 12 Burrus 6/11/90 Step 4 (Excessing/limited duty/Item 18 of LMOU)

Article 8 (If we prove our case, overtime at the appropriate rate for all hours worked by the employee will be requested for clerks on OTDL)

## Remedy

Request overtime for all clerks on the OTDL for all hours worked by the employee and to make the Clerk Craft whole. Additional remedies could include posting a job, conversion of a part-time flexible clerk, filling job vacancies and etc. These remedies are based on a case specific fact circumstances.

## Documents to Request/Relevancy

Whenever the term "employee" is referenced in this section, it represents any employee working in the Clerk Craft from another Craft, in violation of the Collective Bargaining Agreement. Each employee violation is "case specific" since each will have different medical limitations

- Interview clerks in the facility (work area), the injured employee and his/her immediate supervisor. The interview is for the purpose of determining what clerk work is being performed and the amount of time used. Get statements, if possible.
  
- Request the current Form 50 for any employees working in the Clerk Craft that are not clerks.
  
- Request a copy of the employee's CA-1, CA-2 or CA-2a (whichever is applicable)
  
- Request a copy of the employee's current CA-17 and all CA-17's from the date of the filing CA-1 or CA-2 or CA-2a to present.

- Request a copy of the employee's voluntary request for light or limited duty in accordance with Article 13 (if applicable)
- Request a copy of the employee's current bid job award (if encumbered) or last bid award (if unencumbered)
- Request a copy of the employee's current temporary limited duty assignment (if assigned under Chapter 7 of the EL-505)
- Request a copy of the employee's current permanent rehabilitation assignment (if assigned under Chapter 11 Of the EL-505)

- Request a copy of the LMOU of the Craft representing the employee and the APWU local LMOU (to ascertain if Item 15, 16, 17 identifies light/limited duty assignments in their own craft and consultations)
  
- Request a copy of the PS Form 30 Operations Analysis (provides an overview for hours usage for all LDC's in facility). Your office may have replaced this form with the Flash Report.
  
- Request a copy of the Flash Report (if office doesn't use PS Form 30)
  
- Request a copy of the employee listing for the installation by Craft.
  
- Copy of the Clerk Craft OTDL for the facility (in accordance with Item 14 of the LMOU)

For letter carrier violations, request these additional documents

- Request a copy of DIOS (Delivery Operations Information System)
  
  
  
  
- E-Flash (Tracks mail volume)
  
  
  
  
  
  
  
  
- Copy of the employee's craft OTDL (Totals for the entire quarter, as the letter carrier craft use equalization of hours under article 8)
  
  
  
  
  
  
  
  
- AMES Carrier Delivery Statistics Report by Delivery Zip (This report shows the type of deliveries for the routes in the facility. Curbside, central, NDCBU and other deliveries can be made by most limited duty employees.
  
  
  
  
  
  
  
  
- Review the Class Route Summary in Red Edit Book for each letter carrier route in the facility

- Review 3996-Carrier Auxiliary Assistance (Select a review of a Monday delivery to ascertain which routes need assistance.
  
- Request a copy of Analysis of Late Leaving (From Form 1813 or PSDS Printout) for facility. This report will show the carriers in need of office help, of which most limited duty carriers can perform.
  
- Review Form 3999-Inspection of Letter Carrier Route for routes in the facility. (This report will show how much time is allowed for different segments of each route. Ex.-curbside boxes might be 2 hours)

Most of the documents, once requested will not have to be requested again, in subsequent grievances or in grievances involving other employees in the same facility. You only need to request general documents in one grievance and just make copies to place in other grievances

Attachments:

1. New revised request for information form from DC region
2. Limited Duty Assignments in the City Letter Carrier Craft
3. Limited Duty Assignments in the Mail Handlers Craft
4. New revised request for information form- DC Clerk Region



Other Related Handbooks and Manuals:

EL-201 Handbook (Bargaining Unit Position Descriptions)

EL-301 Handbook (Guidelines for Processing Personnel Actions)

EL-303 Handbook (Qualification Standards)

M-39 Handbook (Management of Delivery Services)

PO-603 Handbook (Rural Carriers Duties and Responsibilities)

M-41 Handbook (City Delivery Carriers Duties and Responsibilities)

The following regional regular arbitration cases were selected because of the excellent discussions and opinions made by the arbitrator and their reference to national awards. These cases support the following union arguments:

- ✓ "Make every effort" to assign to their own craft/ accommodations
- ✓ Affirmative defense by the Union involving the EL-546.141
- ✓ Shifting burden of proof to the USPS to prove case
- ✓ Continuing search for limited duty work in their own craft
- ✓ Wage level violations as it pertains to article 7.2 and EL-505
- ✓ Privacy act and USPS failure to provide medical documentation
- ✓ Limited duty and its application under Article 13 (other assignments)
- ✓ Article 30 language and "advance consultation with Union"
- ✓ No advance notification and Article 7 and Article 30
- ✓ Overtime as a remedy

Regional Regular Arbitration Awards

G90C-4G-C 93012108	Helburn	Shawnee, OK	12/7/93
K94C-4K-C 99007629	Loeb	Arlington, VA	2/23/03
C0C-4M-C-5800	Nathan	Traverse City, MI	11/18/93
J80C-4J-C 95023385	Walt	Ann Arbor, MI	3/15/01
D98C-4D-C 01251649	Miles	Richmond, VA	3/20/03
E0C-2E-C 19056	Berk	Lehigh Valley, PA	9/29/93
S7C-3B-C-21452	Marlatt	Mena, AR	5/14/90
J90C-4J-C 92049775	Fletcher	Arlington Heights, IL	4/28/95
K94C-4K-C 97045160	Drucker	Glen Burnie, MD	8/19/99
H98C-4H-C 00205726	Holley	Gadsden, AL	3/21/02

### Limited Duty Carrier Assignments

Sort letter/flat mail in modified workstation/remain seated  
Sort letter/flat mail  
Write/Type PS Form 3982  
File change of address cards  
Input data into computer involving carriers  
Growth management  
Maintain routine route records  
Maintain special order route records  
Write up carriers accountable mail  
Make carrier route case labels  
Maintain Address Management books for carrier routes  
Maintain Unit Goal posters  
Update USPS employee bulletin boards  
Record DPS errors received from carriers after return from street  
Carrier information gathering for Unit Review  
Coordinate USPS/carrier special events  
NDCBU Street delivery of mail (Cluster Box)  
High rise apartment delivery of mail  
Truck mounted mail delivery  
Complete Form 1564A for carrier routes  
Maintain route maps for carrier routes  
Maintain Form 3575 for carrier routes  
Maintain Form 1621 for carrier routes  
Sort mail to be forwarded into throw-back case for handling by clerks  
Make deliveries on carrier routes

### Limited Duty Mail Handler Assignments

Separate bundles of mail  
Complete and attach labels on bundles according to content  
Condemn mail bags  
Remove cord fasteners and label holders  
Prepare salvaged articles  
Work at wire tying machines  
Prepare facing slips  
Sort trays, pouches and bags to appropriate distribution point  
Label printing  
Operate a jitney, fork-lift or pallet truck

AMERICAN POSTAL WORKERS UNION, AFL-CIO

Grievant/Union \_\_\_\_\_ Nature of Allegation \_\_\_\_\_

First ( ) or Second ( ) Request Date \_\_\_\_\_ Date Received by USPS \_\_\_\_\_  
*Check one of the above*

To: \_\_\_\_\_ Title: \_\_\_\_\_  
From: \_\_\_\_\_ Title: \_\_\_\_\_

Subject: REQUEST FOR INFORMATION & DOCUMENTS RELATIVE TO  
PROCESSING A GRIEVANCE

We request that the following documents and/or witnesses be made available to us in order to properly identify whether or not a grievance does exist and, if so, their relevancy to the grievance.

*USPS- Please return a 2<sup>nd</sup> copy of this form annotating information provided & date( )*

- 1. \_\_\_\_\_ ( )
- 2. \_\_\_\_\_ ( )
- 3. \_\_\_\_\_ ( )
- 4. \_\_\_\_\_ ( )
- 5. \_\_\_\_\_ ( )
- 6. \_\_\_\_\_ ( )
- 7. \_\_\_\_\_ ( )
- 8. \_\_\_\_\_ ( )
- 9. \_\_\_\_\_ ( )
- 10. \_\_\_\_\_ ( )
- 11. \_\_\_\_\_ ( )
- 12. \_\_\_\_\_ ( )
- 13. \_\_\_\_\_ ( )
- 14. \_\_\_\_\_ ( )
- 15. \_\_\_\_\_ ( )
- 16. \_\_\_\_\_ ( )

NOTE: Section 352 and Appendix 120.090 of the ASM covers the USPS requirements for providing information to the union. Chapter 2 of the EL-860 covers the release of medical documents to the union. The Joint Contractual Manual (JCAM) covers the time period and requirements for the release of information to the union and written reasons why the information request is not granted in the time period required. Article 17, Section 3 requires the Employer to provide for review all documents, files and other records necessary in processing a grievance. Article 31, Section 3 requires that the Employer make available for inspection by the Union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement. Under 8a(5) of the National Labor Relations Act it is an Unfair Labor Practice for the Employer to fail to supply relevant information for the purpose of collective bargaining. Grievance processing is an extension of the collective bargaining process.

( ) REQUEST APPROVED ( ) REQUEST DENIED

\_\_\_\_\_  
(DATE OF DECISION) (SIGNATURE REQUIRED)

## NATIONAL ARBITRATION DECISION INDEX

Article	Case Number	Decision Date	Arbitrator	Subject	Decision	Codes
1	A-NAT-3132	12-Oct-73	GAMSER	Supervisor claiming seniority rights upon involuntary reassignment to craft	DENIED	
1	N-NAT-3061	19-Oct-73	GAMSER	New clerk craft position "Distribution, Window & Markup-see Gamser under Art.3	DENIED	WD
1	AB-NAT-1009	8-Jun-74	GAMSER	Bargaining unit work by supervisors in post offices of 100 or more employees	SUSTAINED	
1	AB-C-76	28-Aug-75	GARRETT	Replacement of a FTR clerk by Postal Assistant	DENIED	IDR
1	C-NAT-15	28-Sep-76	GAMSER	Residual vacancies for rural carriers	DENIED	
1	NC-NAT-1576	17-Jan-77	GARRETT	Duties assigned to carrier vs. clerk	DENIED	
1	NB-S-6859	30-Jun-77	FASSER	Bid awarded to employee on supervisory detail	SUSTAINED	
1	M-NAT-317	22-Jul-77	GARRETT	Gatehouse staffing changed from Mailhandler to Maintenance	SUSTAINED	NL
1	AC-NAT-5221	6-Feb-78	GARRETT	Supervisor performance of bargaining unit work	MODIFIED	
1	AC-NAT-5071	3-Jul-78	GARRETT	Philatelic Clerk (Spec.) PS-5 vs. PS-6	SUSTAINED	
1	AC-NAT 11991	12-Sep-79	GARRETT	Ranking Markup Clerk Automated position to level 5	DENIED	
1	NPPN-80-NAT-002	24-Aug-81	GAMSER	Head nurses performing bargaining unit duties	DENIED	
1	H8C-NA-C 64	22-Feb-82	GAMSER	Art 1.6-Interim Award	ARBITRABLE	
1	H1C-NA-C 28	18-May-84	MITTENTHAL	Establishment of L-4, Mail Distributor pos.	SUSTAINED	NL
1	H1C-NA-C 28	18-May-84	MITTENTHAL	Mail distribution position Level 4 Vs Level 5	SUSTAINED	
1	H1C-NA-C 26	24-Apr-85	AARON	New Mail Processor PS-3	SUSTAINED	
1	H1M-NA-C 14	14-Jul-86	ZUMAS	Mail Processor PS-4	DENIED	
1	AC-N-6922	3-Jul-90	SNOW	Bargaining unit work	DENIED	
1	H4C-4C-C 23981	3-Aug-95	SNOW	Personnel Assistant should be part of APWU bargaining unit	DENIED	WD
2	MB-E-22	7-Nov-75	GARRETT	Employee removed from promotion assignment due to discrimination claim	SUSTAINED	NL
2	H8C-2D-C 7135	27-Aug-84	BLOCH	Grievant compensation for time spent in Federal Court	Denied	

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2	H4C-NA-C 106	25-Jul-94	SNOW	Handicapped discrimination (continuing violation theory p. 24)	Not Arbitrable	
3	N-NAT-3061	13-Jun-73	GAMSER	Interim order request - New clerk craft position "Distribution, Window & Markup Clerk (see Gamser 10/19/73 under Art 1)	DENIED	
4	A8-NA-0371	31-Oct-80	AARON	Experimental OCR tests assigned to Mailhandlers	DENIED	IDR
4	H7C-NA-C 96 ETAL	20-May-93	SNOW	Subcontracted remote video encoding for RBCS	SUSTAINED	
5	RC-C 0345/0312	5-Jul-79	HARKLESS	Replace rural with city cases; change labels	MODIFIED	
5	N8-NAT-0023	7-Apr-80	AARON	Carrier work breaks--scheduled count & inspection cancelled	SUSTAINED	*
5	H1R-NA-C 111	20-Dec-85	ZUMAS	Rural carriers comp. for attendance at training film sessions	MODIFIED	
5	H1N-5G-C 14864	11-Mar-87	BERNSTEIN	Union insignia provision of ELM 583.32	SUSTAINED	*
5	H0T-3T-C 14424	16-Mar-95	MITTENTHAL	Excluding MPEs and ETs from eligibility for early retirement	DENIED	
7	M-E-1	28-Dec-72	GARRETT	Termination of PTR mail handlers	SUSTAINED	
7	A-NAT-3444	28-Jun-73	GAMSER	Hiring clerk casuals per Art 7	DENIED	*
7	N-N-73-1	1-Jul-73	GAMSER	Working Christmas casuals in lieu of FTR overtime	DENIED	NL
7	AW-NAT-5753 ETAL	2-Apr-75	GARRETT	Mail handler Vs clerk assignments	DENIED	
7	AB-N-3744 ETAL	26-Jan-76	GARRETT	Maximize FTRs and minimize PTFs with no fixed work schedule	MODIFIED	
7	NC-E-16340	7-Dec-79	GAMSER	Withholding carrier positions for excess clerks due to new LSM	DENIED	IDR
7	AC-C-13148 ETAL	20-Dec-79	GAMSER	Scheduling casuals before PTFs had 40 hrs	DENIED	
7	N8-NA-0141	7-Jul-80	MITTENTHAL	Arbitrator authority re: maximization of full time assignments	SUSTAINED	
7	AD-NAT-1311	13-Oct-81	GAMSER	RI-399 & MOU jurisdictional disputes	DENIED	
7	H8S-5F-C 8027	7-Apr-82	BLOCH	PTF city carrier Vs. FTR Spec. Del. Msgr. cross craft	SUSTAINED	

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## NATIONAL ARBITRATION DECISION INDEX

7	H8T-2F-C 6605	9-Jul-82	MITTENTHAL	Reduction of hours for PTRs	DENIED
7	H8C-2F-C 7406	23-Aug-82	MITTENTHAL	Mail handler Vs. clerk cross craft	SUSTAINED
7	H1C-4P-C 1792	8-Dec-82	MITTENTHAL	Carrier assignment to mail distribution at a detached lock box	DENIED
7	H1N-5D-C 2120	22-Jul-83	MITTENTHAL	PTF assignment of work by seniority	DENIED
7	H8C-4J-C 34063	26-Jan-84	BLOCH	PTFs from AOs Vs casuals at MSC	DENIED
7	H1N-2B-C 4314	8-Jul-85	MITTENTHAL	Converting PTF to FT--Art 41.2.B.4 & Art 7.3.C	SUSTAINED
7	H1C-4K-C 27344 et al	21-Nov-85	ZUMAS	OT -- casuals Vs FTRs on ODI	DENIED
7	H1M-2F-C 11551	27-Jan-86	HARKLESS	Assigning clerks Vs mail handlers to monitor driverless tractors ( <i>past pract lang</i> )	DENIED
7	H1C-3T-C 32308	4-Apr-86	COLLINS	Casuals keying live mail on LSMs	DENIED
7	H1T-3A-C 41312	13-Jun-86	COLLINS	Posting 2 PTR custodial positions Vs FTR Elevator Operators - MH or Maintenance craft positions	DENIED
7	H4M-4C-C 6032	15-May-87	ZUMAS	Remedy on violation of 90% as per Article 7.3.A	DENIED
7	H4C-NA-C 77 & 93	28-Sep-88	MITTENTHAL	Casuals -- exceeding 5% ceiling	SUSTAINED
7	H4C-NA-C 65/95	28-Oct-88	MITTENTHAL	Casuals performing bargaining unit 90% staffing requirement/maximization memo	SUSTAINED
7	H4C-1K-C 33597	9-Aug-89	DOBRANSKI		DENIED
7	H1C-NA-C 120	5-Sep-89	MITTENTHAL		MODIFIED
7	H7N-3D-C 22267	26-Oct-90	MITTENTHAL	90/10 ratio/withholding of vacant positions at facility where assigned	DENIED
7	H4C-4A-C 7931 et al	14-Dec-90	DOBRANSKI	Utilize PTFs from AOs before using casuals	Non-Interp
7	H7C-NA-C 36 et al	29-Jan-94	MITTENTHAL	Casual 5% ceiling - December exclusion	MODIFIED
7	Interest Arbitration	1-Oct-95	Clark	APWU Interest - TE	MODIFIED
7	Interest Arbitration	7-Jun-96	Clark	APWU Supplemental Interest - TE	MODIFIED
7	H4-NA-C 72	31-Dec-97	DAS	Contract Interpretation - use of casual employees in excess of 5% limit (new evidence lang.)	DENIED
7	H7C-NA-C 32	24-Apr-98	EISCHEN	Spreading mail to carrier cases (Art. 1)	DENIED
7	G94C-4G-C 96077397	1-Jun-99	DOBRANSKI	Application of 7.2 notice for limited duty assign.	DENIED

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7	J90C-1J-C 92056413	DOBRANSKI	Limited duty rural carrier temp. assigned to clerk craft - ELM 546	DENIED	
8	N-E-123	GARRETT	Guarantee of pay for employees called in outside regular shift	SUSTAINED	
8	AB-C-341	GAMSER	Premium pay for vol. temp. assignments	MODIFIED	NL
8	AB-E-2703	GAMSER	Wash-up time - past practice	SUSTAINED	NL
8	RB-N-109	GAMSER	Add 2 min. to annual RC count for wash-up	DENIED	NL
8	AB-E-5424	GAMSER	Out-of-schedule premium pay for short term assignments-bid & filled by seniority.	DENIED	NL
8	NC-C-7933	GARRETT	Reasons listed in 8.5.E to excuse employees from working OT are examples	DENIED	NL
8	NC-S-10828	GAMSER	Pay OT for temp limited duty assignment outside regular work hours	SUSTAINED	ITP
8	MC-C-601	GARRETT	Level 5 Group Leader assignment	DENIED	
8	M8-W-0027 et al	MITTENTHAL	PTF Vs FTR ODL overtime assignments	DENIED	
8	H8C-4A-C 13985 et al	MITTENTHAL	Temporary supervisors - right to out-of-schedule OT premium - past practice	SUSTAINED	
8	H1C-5F-C 1004 et al	GAMSER	Unassigned regular schedule change	SUSTAINED	
8	H8T-4H-C 10343	GAMSER	Pay for therapy for on-the-job injury	SUSTAINED	
8	H1T-4K-C 2121	MITTENTHAL	Out-of-schedule work - OT	DENIED	
8	H8T-5F-C 10448 et al	GAMSER	Out-of-schedule premium pay for training, planned, prepared, coordinated	DENIED	
8	H8N-5B-C 17682	AARON	Calling in NON-ODL employee when ODL	SUSTAINED	
8	H1C-4B-C 2129	BLOCH	Volunteer overtime work over 10 hrs. in day	SUSTAINED	
8	H1M-3W-C 29228	BLOCH	Completing 3971 to be excused from OT	DENIED	
8	H4C-NA-C 19 / 21	MITTENTHAL	1st issue - ODLs can't accept or refuse OT beyond Art. 8.5.F. limits	MODIFIED	*
8	H4C-NA-C 21 / 23	MITTENTHAL	2nd issue - Arbitrability of penalty OT pay to any holiday work	MODIFIED	*
8	H4C-NA-C 21 / 27	MITTENTHAL	4th Issue - Violation of Art 8.5G2 not necessarily limited to double time	MODIFIED	ITP
8	H4C-NA-C 21 / 27	MITTENTHAL	3rd issue - Working employees more than 60 hours in a week	MODIFIED	*

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8	H4C-NA-C 21	26-Jun-86	MITTENTHAL	5th Issue - Violation of "letter carrier paragraph" in Nat'l Art. 8 Memo	MODIFIED	*
8	H1N-4G-C 35899	11-Jul-86	MITTENTHAL	Working OT more than 5 consecutive days - Arbitrability	ARBITRABLE	IDR
8	H1N-5G-C 2988 et al	14-Aug-86	BERNSTEIN	Equitable distribution of OT - opportunities offered, not hours worked	REMANDED	*
8	H1N-3U-C 10621 et al	10-Sep-86	BERNSTEIN	Seniority for FT reserve Vs. PTFs	MODIFIED	
8	H4C-NA-C 21 / 27	11-Sep-87	MITTENTHAL	3rd Issue - Pay when employee sent home mid-tour due to 60 hour limit	SUSTAINED	NL *
8	H1N-3U-C 28621	13-Dec-88	BRITTON	PTF called to report to work - before leaving was informed services not needed	DENIED	*
8	H4C-NA-C 30	14-Jan-91	MITTENTHAL	Simultaneous sched of OT-ODL & non-ODL	DENIED	
8	H1N-5D-C 297 et al	16-Jun-94	MITTENTHAL	Calculating FLSA overtime	MODIFIED	
8	B90N-4B-C 94027390	20-Aug-96	SNOW	TE 12-hour work limit rule & ELM 432	SUSTAINED	ITP
8	B90N-6E-C 94021412	20-Aug-96	SNOW	TE 4 hr. guarantee on call back	DENIED	NL
8	H0N-5G-C 15299 et al	8-Sep-97	SNOW	TE is aux. assist. Under LC paragraph	SUSTAINED	NL *
8	A90N-4A-C 94042668 & 94048740	30-Nov-98	SNOW	10/19/88 MOU- Exclusive Remedy	DENIED	*
9	AB-N-12685	25-Jul-77	GAMSER	Pay level for sign painters - language about authority of representatives at Step 1	SUSTAINED	NL
9	H1M-4C-C 8964	28-Sep-83	MITTENTHAL	Cash bonus - eligibility - appreciation date	SUSTAINED	
9	H1C-NA-C 49	7-Dec-83	MITTENTHAL	Change in handbook to allow "on the fly" rotation between operators on LSM	DENIED	
9	H1C-3U-C 10899	12-Dec-83	MITTENTHAL	COLA roll-in option - supervisor returning to bargaining unit	DENIED	
9	H1M-1J-C 7149	30-Jan-84	BLOCH	Employee in non-pay status entitled to bonus	DENIED	
9	H1M-5L-C 11359	31-Dec-85	ZUMAS	LWOP leave credit reduction	SUSTAINED	
9	H1N-NA-C 66 et al	5-Aug-86	KERR	Annuity protection	MODIFIED	
9	H4C-NA-C 20 & 33	8-Dec-88	MITTENTHAL	Calculating promotion salary increases	DENIED	
9	H7C-NA-C 39	22-Sep-89	MITTENTHAL	Step increase waiting period -- exclude APMG Joe Mahon's Testimony	SUSTAINED	
9	H7C-NA-C 39	13-Jun-90	MITTENTHAL	SETTLEMENT	SETTLED	*

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12	H1C-5F-C 22306	5-Oct-85	ZUMAS	Sub-rural carrier probation completion count for career appointment	DENIED	
12	H7N-4U-C 3766 et al	13-Aug-90	SNOW	Former supervisors reassigned to barg. unit	SUSTAINED	
12	H7N-4Q-C 10845	19-Dec-91	SNOW	Employee excessed into carrier craft-new seniority (past pract. lang. pg 47)	MODIFIED	WD
12	I90N-4I-C 92057810	20-Jun-97	SNOW	After the hearing, NALC agreed w/mgmt's interp. of Art. 12.5.C.6	DENIED	*
13	AB-S-1041	8-Oct-76	GARRETT	Demolition -- physical incapacity	SUSTAINED	IDR
13	NC-C 9542	4-Jun-79	GARRETT	Permanent light duty assignment	SUSTAINED	IDR
13	A8-W-0220	26-Dec-80	GAMSER	Mgmt refusal to use rest bar in flat position	SUSTAINED	*
13	H1C-5D-C 2128	24-Jan-83	AARON	Rural carrier transfer to FTR clerk craft	DENIED	
13	H1C-4B-C 7361	5-Oct-83	BLOCH	Agmt. to return ft duty carrier from clerk craft does not affect clerk bid to losing craft	SUSTAINED	NL
13	H8N-5B-C 22251	14-Nov-83	MITTENTHAL	Disqualification from bid--temp. disability	SUSTAINED	NTP
13	H8C-4J-C 34592	15-Dec-83	BLOCH	Denial of bid while on temp. light duty	DENIED	
13	H1C-3T-C 18210	25-Jun-84	MITTENTHAL	Permanent reassignment to light duty	DENIED	
13	H1C-4K-C 17373	4-Jan-85	MITTENTHAL	FTR carrier perm. reassigned to clerk	DENIED	
13	H1C-4E-C 35028	12-Jun-87	MITTENTHAL	Light duty -- no guarantee of 8 hrs. for FTRs	DENIED	
13	H1N-1J-C 23247	7-Aug-87	BERNSTEIN	Permanently assigned carrier involuntarily to clerk craft-medical condition	SUSTAINED	
13	H1C-5K-C 24191	29-Apr-91	SNOW	Americans w/Disabilities Act -- denial of bid assignment due to inability to work OT	SUSTAINED	
13	H0C-3N-C 418	7-Feb-94	SNOW	Assign rehab to another craft as FTR if PTFs exist in gaining craft	SUSTAINED	
13	H94N-4H-C96090200	4-Nov-98	SNOW	Reassignment of a FTR, partially disabled letter carrier to PTF in clerk craft	SUSTAINED	*
14	H1C-4F-C 15924	5-Jul-84	BLOCH	Separate union rep. on Field Federal Safety & Health Council	SUSTAINED	
14	H1T-4H-C 28439	19-Aug-85	MITTENTHAL	Safety of FSMs	DENIED	
14	H1N-3D-C 40171	8-Apr-87	BERNSTEIN	Compensation for carrier to attend meetings outside regular schedule	DENIED	ITP
15	HIRING FREEZE	29-Dec-72	SEWARD	Freeze on hiring & Retirement Annuities	ARBITRABLE	NTP

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15	M-NAT-12	4-May-73	GAMSER	Arbitrability - Supv. Refused to discuss and w/drawal from arb. to Step 4	ARBITRABLE
15	N-E-100	30-Jul-73	SEWARD	Initiating union-right/employee-right griev.	MODIFIED
15	AB-NAT-2541	15-May-75	GAMSER	Timeliness issue-14 day retro active liability for work outside of schedule	MODIFIED
15	AB-C-10	11-Nov-75	GARRETT	Timely appeals	Sust. & Rem. IDR
15	AB-N-10009-D	25-Mar-76	GAMSER	Automatic pay step increase deferred/& removal - unsatisfactory performance	MODIFIED
15	AC-NAT-1311	18-Nov-76	FASSER	Conversion of Short-Hour Subs to PTFs and union procedural defects	DENIED
15	SB-055	1-Dec-76	GAMSER	Timeliness	DENIED
15	NC-W-4391-D	30-Nov-77	GAMSER	Vet's right to arbitration after CSC dismissed case because untimely filed	SUSTAINED
15	AB-S-1659	5-Dec-77	GAMSER	Claimed exception to 14 day retro active liability for work outside of schedule	DENIED
15	N8-NAT-0006	10-Jul-79	MITTENTHAL	Location of Step 3 meetings--past practice	DENIED
15	N8-NA-0344	10-Jul-81	GAMSER	Untimely appeals to Step 4	DENIED
15	H8C-4C-C 12764	18-Jan-83	MITTENTHAL	Refer grievance to Step 4 after regional arb. hearing but before briefs or award	DENIED-- Interim award
15	H1C-3A-C 5465	28-Apr-83	MITTENTHAL	INTERIM AWARD--Back pay 14-day time limit	DENIED
15	H8C-5F-C 15449	16-May-83	AARON	Restrictions of Sick Leave Privileges	Non Int. & Rem.
15	H1M-NA-C 51	4-Oct-83	BLOCH	Payment of arbitrator fees when case at start of hearing is referred to Stp. 4	DENIED
15	DR-82-1	7-Sep-84	ZUMAS	Removal--misappropriation of postal property	SUSTAINED
15	H1N-5F-D 2560	19-Dec-84	AARON	Arbitrator authority to grant interest on back-pay when sustaining a disc. grievance	SUSTAINED
15	H1N-NA-C 7	15-Feb-85	MITTENTHAL	Payment to union witnesses for time spent	DENIED
15	H1C-NA-C 52	4-May-85	AARON	Court reporter at arbitration hearing traveling to & from hearing, waiting to testify	DENIED
15	H1M-3D-C 42523	22-May-86	HARKLESS	Union request to tape record arbitration	SUSTAINED

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15	H1N-4E-C 9678	21-Jul-86	BERNSTEIN	Former employee after removal being upheld grieved dis. retirement app. proc.	DENIED	*
15	H4C-4B-C 4759	5-May-87	COLLINS	Safety issue -- high pressure air hoses to remove dust	Not Arbitrable	*
15	H4M-4C-C 6032	15-May-87	ZUMAS	Posted elevator operator positions giving maintenance craft preference	DENIED	*
15	H4C-5A-C 13378	7-Apr-88	MITTENTHAL	Interest on delay of back pay	Non-Interp	*
15	H7C-NA-C 8	15-Dec-88	COLLINS	Unilateral changes in travel policy	DENIED	*
15	H1M-NA-C 99	14-Feb-89	ZUMAS	Progressive discipline--pilot discipline program	DENIED	*
15	H4N-4J-C 18504	16-Mar-89	BRITTON	NLRCA intervention in arbitration	ARBITRABLE	*
15	DR-31-88	20-Mar-89	ZUMAS	Second removal issued after first was ruled procedurally defective	SUSTAINED	NL
15	H4C-3W-D 40195	26-May-89	SNOW	Untimely petition to MSPB also have right to pursue grv. to arb. (stare decisis p. 12)	SETTLED	
15	H4C-3W-C 28547	8-Jan-90	SNOW	Alternate steward Vs regular steward on OT on non-scheduled day (weingar on rts p 18)	DENIED	
15	H7N-5P-C 1132	26-Mar-90	MITTENTHAL	Discharged employee's remaining grievances after adj. of dischg. grievance	DENIED	
15	H7N-3S-C 21873	13-Aug-90	BRITTON	Arbitrability of a "representative" grievance	SUSTAINED	*
15	H0C-NA-C 3	23-Dec-92	MITTENTHAL	Arbitrator be recused--changes in Art. 30	DENIED	
15	H4C-3W-C 8590	31-Mar-93	SNOW	Advocates right to file post-hearing brief	DENIED	WD
15	H7T-3W-C 12454 ETAL	12-Apr-93	MITTENTHAL	Payment of travel away from home overnight	Sustained & Remanded	
15	H0C-3W-C 4333	20-Jul-94	SNOW	Arbitrability-Hazardous Materials Trng Pgm.	Not Arbitrable	*
15	H0C-3D-D 8598	20-Oct-94	SNOW	Miss-appropriating postal funds--removal	ARBITRABLE	WD
15	190V-41-C 94005141	28-Mar-98	SNOW	ELM 436 extend time period for filing grievance - 14 day retroactive liability	MODIFIED	NL *
15	F90N-4F-D 95006174	4-Apr-98	SNOW	Denial of discovery request in emergency suspension hearing-res jud. & coll. est. pg 11	ARBITRABLE	*
15	E94N04E-D 96075418	19-Apr-98	SNOW	Right to grant continuance -unacjudicated elements	DENIED	*

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16	NB-N-4298-D		31-Jul-75	GAMSER	Removal - collection failures	DENIED	IDR						
16	AB-W-11369-D et al		25-Aug-76	GAMSER	Preference eligible discharge - just cause	Sust. & Remn.							
16	NB-E-5724		23-Feb-77	FASSER	LW issued w/o gr. appeal fts. is proc. def.	DENIED	NL						
16	NC-E-6501-D		8-Dec-77	GARRETT	Discharge -- just cause	MODIFIED	IDR						
16	AC-N-14034		09-Feb-78	GAMSER	Discipline based upon approved leave	DENIED	NL						
16	NC-NAT 8580		25-Sep-78	GARRETT	Just Cause of indefinite suspension is grievable & arbitrator can make whole	MODIFIED	NL						
16	NC-NAT 16285		19-Nov-79	GARRETT	Disciplinary action for excessive absences if leave is approved	MODIFIED							
16	H1T-1E-C 6521		6-Jul-83	AARON	Denied steward during a discussion	DENIED							
16	H1M-NA-C 99		11-May-87	ZUMAS	Unilateral changes to discipline program	SUSTAINED	WD						
16	H1C-NA-C 97 et al		3-Feb-89	MITTENTHAL	Unilateral discipline program	DENIED							
16	H4N-3U-C 58637 et al		3-Aug-90	MITTENTHAL	16.7/just cause	Remand to 3							
16	H4C-4Q-D 32814 et al		11-Mar-91	MITTENTHAL	(Similar to H1C-NA-C 97) Discipline program	Remand to arb							
16	H7C-3D-D 13422		25-Jul-91	SNOW	Waive access beyond Step 3 when MSPB petition for review is filed	ARBITRABLE							
16	G90N-4G-D 93040395		18-Aug-94	MITTENTHAL	30-day on clock--NALC TEs pending removal	SUSTAINED							
16	H7C-NA-C 116		24-May-96	SNOW	Record of discussions in centralized system-ELM 314.5 (L-1,2,3 records p.27)	DENIED							
16	D90T-4D-D 93009245		3-Jun-96	SNOW	Enforced leave/discipline/Article 16.9 (past practice lang. p. 22)	DENIED							
16	D90N-4D-D 95003945/46		24-Apr-97	SNOW	MSPB Waiver	SUSTAINED	*						
16	H7C-3R-C 5691		12-Nov-97	DAS	Art. 16.9 covers all actions appealable to MSPB by veteran pref. eligible employees	DENIED	*						
17	N-NAT-89		1-May-73	GAMSER	Compensation for time spent at Step 2 meetings	SUSTAINED							
17	M-NAT-196		26-Jan-76	GARRETT	Failure to collect union dues	SUSTAINED	WD						
17	MB-NAT-562 et al		19-Jan-77	GARRETT	LMOU restricts rights of stewards/release	SUSTAINED							
17	A8-E 0021 ETAL		10-Dec-79	MITTENTHAL	Steward time on the clock for appeals to 3	SUSTAINED	NTP						
17	N8-NA 0219		10-Nov-80	AARON	Denial of steward's time--lawn crossing	SUSTAINED							
17	H8N-1A-C 7812		18-Jan-82	MITTENTHAL	Steward travel time -- Step 2	DENIED							
17	H8N-3W-C 20711		16-Feb-82	MITTENTHAL	Access to supervisor's discussion notes	DENIED	NTP						

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17	H8N-5K-C 14893	18-Jan-83	AARON	Steward compensation for time spent away from the job performing union work	REMAINED	
17	H1C-4B-C 1416	16-May-83	AARON	Charging union for compiling information	DENIED	
17	H1C-4A-C 31745	8-Jul-85	BLOCH	Interviews of Security Force Personnel	MODIFIED	
17	H1C-3Q-C 29502	1-Oct-85	BLOCH	Conversion & involuntary transfer of PTF union steward	DENIED	
17	H1C-2D-C 11973	4-Oct-85	ZUMAS	204(b) access to superv. personnel records	SUSTAINED	
17	H4N-5C-C 17075	28-Nov-88	BRITTON	Transferring shop steward	SUSTAINED	
17	H4C-3W-C 28547	8-Jan-90	SNOW	Alternate steward Vs regular steward on OT on non-sched. day (weingarten rts p 18)	DENIED	WD
18	AB-N-4119 et al	22-Jan-76	GAMSER	Simultaneous illness claim to cover job action protesting conditions - AWOL	DENIED	NL
18	No Strike	May-79	Panel of Arbitrators		DENIED	NTP
19	N-NAT- 2992	14-Dec-73	GAMSER	NO STRIKE	MODIFIED	
19	AB-S-8185	28-Feb-79	FASSER	M-39 Handbook Vs. Article 34	DENIED	
19	AC-NAT 20198	25-Jan-80	GAMSER	Money found in collection box by employee	SUSTAINED	
19	N8-NA-0003	12-Mar-80	GAMSER	Employing fewer than 2 ledge-loaders on an LSM with more than 6 consoles	DENIED	
19	AD-NAT 0121 et al	25-Jun-80	GAMSER	Out-of-sched. entitlement--light/limited duty	DENIED	
19	N8-E-0088	3-Oct-80	GAMSER	Job description and rate of pay for casuals	SUSTAINED	
19	AB-NA-540A	7-Jul-81	MITTENTHAL	Past practice -- changing days of work to conform to court leave	SUSTAINED	
19	H8C-4A-C 11834	3-Sep-82	AARON	Stand. Pos. of Review Clerk - PS-5 sal. lv.	SUSTAINED	
19	H1T-3P-C 1220 et al	1-Dec-82	AARON	Reinstatement after separation disability	DENIED	
19	H8C-NA-C 61	27-Dec-82	GAMSER	Maint. Mechanic PS-6 Vs. PS-7 work	MODIFIED	
19	H1C-4J-C 4069	4-Jan-83	MITTENTHAL	Issuance of EL-501, Supervisor's Guide to attendance improvement	MODIFIED	
19	H1C-NA-C 5	12-May-83	BLOCH	Rate protection after bidding & qualifying on lower grade position	DENIED	NL
19	H1C-NA-C 32	30-Jul-83	AARON	Failure to meet 60 day appeal to arbitration	DENIED	
19	H1M-NA-C 13	31-Aug-83	AARON	Revision to ELM 568.32- Psychiatric Exam	SUSTAINED	
19	H1C-NA-C 12 et al	11-Oct-83	MITTENTHAL	Proper craft assignment of Mail Distributor	DENIED	
19	H8C-3W-C 34408	21-Nov-83	MITTENTHAL	Transmittal letter changes to handbooks	DENIED	NTP
19				Wearing "No contract - No work" buttons on Postal Property - 1st Amend. rights p.4	DENIED	ITP

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19	H1N-NA-C 3	27-Feb-84	AARON	Changes in ELM Subchapter 540	SUSTAINED	*
19	H1C-4F-C 18795 et al	19-Jul-84	BLOCH	Bypassing employees on the EDIT test	MODIFIED	
19	H1C-NA-C 26	24-Apr-85	AARON	New Mail Processor PS-3	SUSTAINED	
19	H1M-3W-C 29328	5-Sep-85	BLOCH	Completing 3971 to be excused from OT	DENIED	
19	H1N-5F-C 30285	6-Aug-86	MITTENTHAL	FTR asked to report on NSD but prevented by "act of God" entitled to Admin. Lv.	DENIED	
19	H1N-NA-C 121 et al	19-Sep-86	MITTENTHAL	Definition changes in medical care provisions in ELM 540 injury comp program	MODIFIED	
19	H1N-3U-C 35720 et al	10-Feb-87	MITTENTHAL	Combination of jury duty & postal duty	DENIED	*
19	H4C-NA-C 56	15-May-87	COLLINS	Qualification standard for Air Records	DENIED	
19	H1C-NA-C 101	10-Jun-87	COLLINS	Processor position - Test O/N 710	DENIED	ITP
19	H1C-NA-C 68	22-Oct-87	MITTENTHAL	Revision of P-11 Handbook Sec. 261.34 (handicap description)	DENIED	
19	H4N-3D-C 9419	22-Dec-88	BRITTON	Elimination of 1 of 4 LSM sweeper-tiers	SUSTAINED	*
19	H4C-NA-C 81	20-Jun-90	MITTENTHAL	Carriers working during break time	DENIED	
19	H4C-NA-C 88	21-Jun-90	COLLINS	Voter registration - postal premises - POM	DENIED	
19	H7C-NA-C 10	6-Aug-90	SNOW	Revision of ELM 867.53	DENIED	
19	H4C-NA-C 34	12-Aug-92	MITTENTHAL	Changes to handbooks -notice to unions DM-201	MODIFIED	
19	H7N-1P-C 23321	5-Oct-92	MITTENTHAL	Recovery of postal debts from non-barg. unit employees ELM 450 v 460	MODIFIED	NTP
19	H7C-NA-C 4 et al	13-Apr-94	MITTENTHAL	Employees returning to duty after 21 days or more to see physician - non occupational	MODIFIED	
19	H7N-3C-C 34861 et al	31-Aug-94	MITTENTHAL	PS-4 Vs PS-5 Markup Clerk	MODIFIED	
19	Q90N-4F-C 94024977 /4038	16-Aug-96	SNOW	Military leave	REMANDED	
20	NPPN-NAT 80-1	20-Jul-81	GAMSER	Violence in the Workplace	SUSTAINED	
22	N8-W-0214	14-Jul-81	GAMSER	Nurses-Definition of "Installation"	SUSTAINED	WD
25	AB-W 1520	28-Oct-75	GAMSER	Mgmt prohibited union from posting a list of non-members on union bulletin boards	SUSTAINED	
25	AB-NAT 5821	21-May-76	GARRETT	H/L 5 Clerk PDS Tech	DENIED	IDR
25	AC-NAT 6743	25-May-77	GARRETT	H/L Bilingual	MODIFIED	*
25	AC-E-8432	3-Aug-77	GARRETT	Clerks performing ODIS duties	MODIFIED	*
25	AD-N 1339	5-Nov-79	MITTENTHAL	Mail handlers assigned to fill Level 3 maint. Higher level pay - Level 5 Gen. Mechanic	SUSTAINED	
25					DENIED	

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25	H8C-5F-C 4333	27-Jul-81	GAMSER	Qualify for higher level pay while on A/I	DENIED	
25	H8T-30-C 27355	13-May-83	BLOCH	Mgmt failed to upgrade Custodial Laborers when assigned to oper. Tennant Sweeper	DENIED	
25	H1C-3W-C 24039	10-Jan-85	BLOCH	Temp. assigned duties of relief E-COM Operator, L-7, clerk v carrier	SUSTAINED	
25	H1C-5F-C 21356	24-May-85	BLOCH	Step increase after 24-week waiting period	SUSTAINED	
25	H8C-2D-C 3076	28-May-85	BLOCH	Senior-qualified employee should be selected to temp. vac. best qual. pos.	DENIED	
25	H4T-3T-C 20524	19-Apr-88	BLOCH	Assignment casual to higher level	DENIED	
25	H7N-5R-C 316 et al	10-Sep-90	SNOW	Filling T-6 vacancy of at least 5 working days within 7 days	SUSTAINED	WD
25	H7C-4S-C 3749	20-Nov-95	MITTENTHAL	Level 4 mail processors perf. level 5 tasks	INTERP.	
26	H1C-NA-C 6	27-Apr-83	AARON	Requiring window service employees to wear standardized name badges-ELM 580	DENIED	*
28	J90N-4J-C 95023345	9-May-97	SNOW	Effective date of the Debt Coll. Act MOU	SUSTAINED	*
28	E95R-4E-C 96093123	2-Jun-98	VAUGHAN	Damage to USPS vehicles	SUSTAINED	*
29	H7C-1K-C 31669 et al	14-Nov-97	SNOW	OF-346's extended to barg. unit employee holding position with no driving requirement	DENIED	WD
29	194N-4I-D 96027608	8-Apr-98	SNOW	Susp. of driving privileges-cross craft assign.	SUSTAINED	*
30	Impassed	28-Oct-74	GARRETT	Local Negot. in Respect to Application of day to-day seniority in work assign.	MODIFIED	*
30	A8-N-0036	20-Nov-79	AARON	Change in duty assignments	DENIED	
30	N8-W-0406/H8N-5L-C 10418	21-Sep-81	MITTENTHAL	Relabeling - enforceable or not	SUSTAINED	
30	NC-E-11359	25-Jan-84	AARON	Fixed non-workday for religious belief (timeliness and on-going violations p. 4)	SUSTAINED	
30	H1C-NA-C 25	31-Aug-84	MITTENTHAL	In conflict challenge to LMOU can be made regardless of no change made to NA	DENIED	NL
30	H1C-NA-C 59 ETAL	29-Jan-86	MITTENTHAL	Non-choice/incidental leave clauses	MODIFIED	ITP
30	H4M-NA-C 36	3-Apr-87	ZUMAS	LMOU inconsistent with Natl. Agreement	DENIED	
30	H0C-NA-C 3	23-Dec-92	MITTENTHAL	Arbitrator recused--changes made in Art 30	DENIED	
30	H7N-1F-C 39072 et al	2-Jun-95	MITTENTHAL	LMOU null & void -- negotiated outside the 30 day local implementation period	DENIED	
31	H4N-NA-C 17	3-Aug-88	BERNSTEIN	Mgmt's refusal of union's info request for each members DOB, vet pref code etc.	DENIED	*

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31	H7N-NA-C 34	8-Nov-89	MITTENTHAL	NALC direct access at national level to personal info. on carriers	SUSTAINED	
31	H4T-2A-C 36687	16-Nov-90	MITTENTHAL	Release of NPMHO & USPS EIQWL meeting minutes (relevant info p. 6-10)	SUSTAINED	*
31	H7N-NA-C 34	12-Feb-92		Decision vacated by U.S. District Court	REVERSED	
31	H7N-5C-C 12397	9-Mar-92	SNOW	Release of supervisory files regarding possible discipline	SUSTAINED	ITP
32	AB-NAT-6291	24-Nov-77	GAMSER	Banks as temp contract stations & adv. union notification	MODIFIED	
32	A8-NA 0481	2-Apr-81	MITTENTHAL	Highway movement of mail	DENIED	
32	H8C-NA-C 25	9-Nov-81	MITTENTHAL	Highway movement of mail	DENIED	NTP
32	H4T-3W-C 9682	30-Sep-86	COLLINS	Contracting for custodial cleaning services	SUSTAINED	
32	H4C-NA-C 39	20-Oct-87	BLOCH	National pgm stamp sales by consignment	DENIED	IDR
32	H4V-NA-C 84 et al	24-Jul-92	SNOW	Highway transportation contracts	DENIED	
33	SB-059 et al	2-Dec-76	GAMSER	Employee promotion to Claims & Voucher Examining Tech, PMS-11	SUSTAINED	ITP
34	H1C-NA-C 70	1-Jul-86	BLOCH	4-digit keying at 55 letters per minute allow	MODIFIED	
37	AB-NAT-10221	22-Dec-76	FASSER	Temporary detail to PS5 clerk as best qual.	DENIED	
37	AC-NAT-3052	25-Apr-77	GARRETT	Regional directive without prior notice to APWU - elimination Air Taxi routes	MODIFIED	
37	AC-NAT-3601	26-Jul-77	FASSER	Cumulative change of 1-hour in start time	DENIED	
37	AC-E-26111	29-Oct-79	GAMSER	Art 37.2.E.4.a--Exact time when senior qualified bidder assigned to LSM	DENIED	
37	H8C-4H-C 11656	14-Sep-81	BLOCH	Change of Methods Handbook M-75 to require right hand distribution	DENIED	*
37	H1C-3W-C 10155	27-Jul-83	MITTENTHAL	Seniority-Right to bid while pending removal	SUSTAINED	
37	H1C-5G-C 3370	18-Oct-83	MITTENTHAL	Reverting or posting a vacant clerk craft position	DENIED	
37	H1C-3A-C 12412	15-Nov-83	BLOCH	Mgmt failed to perm. assign window clerk within 21 days	DENIED	

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37	H1C-3A-C 15070	28-Dec-83	BLOCH	Employee submitted bid while Form 1723 showed as needed relief supv.	DENIED
37	H1C-3W-C 11251	6-Jan-84	MITTENTHAL	FTR transferred and later bid back to FTR & needed training - 180 v 365 lock-in	SUSTAINED
37	H1C-3U-C 15274	16-Jan-84	AARON	Seniority "tie breaker" for senior E-COM systems operator positions	DENIED
37	H1C-4B-C 1929	23-Apr-85	BLOCH	EDIT - means of imposing discipline	DENIED
37	H1C-3D-C 21354	4-Oct-85	ZUMAS	Mgmt refused to award MPFSM to senior bidder who failed dexterity training	DENIED
37	H1C-3W-C 30480	10-Dec-85	ZUMAS	Short crew - LSM	DENIED
37	H4C-4C-C 3141	19-Feb-86	BLOCH	Proper expiration date of coll. barg. agmt	DENIED
37	H4C-3F-C 7109	7-Mar-86	KERR	Reposting assignments apply within a single contract	DENIED
37	H4C-1K-C 3869	5-Jun-86	COLLINS	LSM "approx. 2 hr" language re OT breaks	DENIED
37	H4C-5F-C 3380	2-Dec-86	KERR	Clerks on 204b detail elig. to bid	DENIED
37	H4C-1N-C 58	12-Jun-87	BLOCH	Submitted bid during removal	DENIED
37	H1C-NA-C 68	22-Oct-87	MITTENTHAL	Elimination of 1 of 4 LSM sweeper-tiers	DENIED
37	H1C-5K-C 24191	29-Apr-91	SNOW	Denial of bid due to inability to work OT	SUSTAINED
37	H4C-NA-C 91	2-Jan-96	MITTENTHAL	Qualification standards prof. requirements	DENIED
38	AC-W 21675	16-Jan-80	AARON	Upgrading ET's to Level 10	DENIED
38	A8-NA-0332	28-Jul-80	AARON	Upgrading ET's to Level 10	DENIED
38	A8-NA 0375	1-Jun-81	GAMSER	Maintenance Handbook Series MS-47 & issuing new forms and bulletins	SUSTAINED
38	H8T-5G-C 8889	23-Jun-82	GAMSER	Upgrading 2 ET's to Level 10	DENIED
38	H8T-5C-C 11160	7-Jul-82	AARON	Heavy lifting & government driver's license required for Maint. Control/Stock Clk.	DENIED
38	H1T-3A-C 7223	19-Jan-83	GAMSER	BMC supervisor training	DENIED
38	H1T-3A-C 5761	6-Apr-83	BLOCH	Training by seniority	DENIED
38	H8T-2M-C 7387	20-Sep-83	BLOCH	Relief assignment - Article 38.2.F	REMANDED
38	H8T-5D-C 15971	23-Sep-83	BLOCH	Additional job specs on Notice of Intent	DENIED
38	H1T-4F-C 6029	27-Sep-83	BLOCH	Training courses in qualification standards	SETTLED
38	H8T-3A-C 17774 & 22423	7-Nov-83	BLOCH	Posting cleaning route numbers on vacant custodial bid assignment	DENIED
38	H1T-5H-C 11097	8-Jun-84	BLOCH	Removal of names of employees from PER	DENIED

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38	H1C-NA-C 85	31-Oct-85	BLOCH	Prof. assignment register filled by seniority Qualification Standard for Maint Custodian & Pos. description for Bldg. Maint. Cust.	SUSTAINED	*
38	H4C-NA-C 32	6-May-88	MITTENTHAL	Changing existing duty assignment into a relief assignment	DENIED	*
38	H4T-4K-C 9434 et al	16-May-88	MITTENTHAL	Area Maint. Technician applicants ranked on the PER by application score	DENIED	*
38	H1T-2V-C 17607	23-Aug-89	COLLINS	Pmt. of travel away from home overnight Excluding MPEs and ETs from eligibility for early retirement in 1992	SUSTAINED	*
38	H7T-3W-C 12454 et al	12-Apr-93	MITTENTHAL	Travel Time	DENIED	*
38	H0T-3T-C 14424	16-Mar-95	MITTENTHAL	Mgmt. declined to award VOMA position to clerk convicted on DWI charge	MODIFIED	*
38	I90V-4I-C 94005141	28-Mar-98	SNOW	Transportation of bulk quantities of Express Mail by other than MVS employees	DENIED	*
39	H8C-4J-C 20823	14-May-84	BLOCH	SDMs exclusive jurisdiction over delivery of "expedited mail"	DENIED	*
39	B90V-4B-C 93032199	24-Jul-96	SNOW	Floater carrier schedule change	DENIED	*
40	H7S-3A-C 24946 et al	29-Sep-94	MITTENTHAL	sub. VOMA's right to VOMA schedule	MODIFIED	NL
41	NB-N-134, 135, 136	22-Dec-74	GAMSER	Unilateral altering letter carrier case	MODIFIED	NL
41	NB-E-322, 990	30-Dec-74	GAMSER	Reading time dispute	MODIFIED	NL
41	NB-NAT-3233	4-Jun-75	GARRETT	Route inspection	MODIFIED	NL
41	NB-NAT-2705	30-Jul-75	GARRETT	Letter Carrier Route Eval. System (LCRES)	MODIFIED	NL
41	NB-NAT-4358	9-Sep-75	GARRETT	Office time/low-mail volume time allowance	SUSTAINED	
41	NB-NAT 6462	8-Jul-76	GARRETT	Lawn crossing	DENIED	
41	NB-S-5674	3-Nov-76	GAMSER	Failure to complete 1840	SUSTAINED	
41	NC-C-178	23-Dec-76	FASSER	Removing the withdrawal of mail duties-M-39	DENIED	
41	NC-NAT 3455	3-Feb-77	FASSER	Lawn crossing	MODIFIED	
41	NB-S-4334 ETAL	30-Jan-78	GARRETT	Third bundle on park and loop routes	DENIED	IDR
41	NC-C-7851	3-May-78	GARRETT	Seniority in reassignments of less than a full tour	DENIED	
41	NB-N-3908 ETAL	29-Sep-78	GARRETT	Special count and inspection of route	SUSTAINED	
41	AC-N-19218	23-Feb-79	GARRETT	Lawn crossing	MODIFIED	*
41	NC-C-11675	1-Aug-79	AARON	Base min. time allowance & Form 1838	DENIED	*
41	NC-NAT 15708 ETAL	20-Aug-79	GARRETT			
41	ND-NAT 0001	27-Aug-79	GARRETT			

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## NATIONAL ARBITRATION DECISION INDEX

41	NC-NAT-8126		11-Oct-79	FASSER	Reasonable breaks & properly documented representative time in adjusting routes	DENIED	
41	R8-S-0001		15-Jan-80	HARKLESS	Changed rural delivery to city delivery	SUSTAINED	
41	N8-W-0039		27-Jun-80	AARON	Withdrawal of mail from tray - Form 1838 line 15 credit	SUSTAINED	WD
41	N8-NA-0220		24-Feb-81	MITTENTHAL	Route evaluation--mail volume adjustment--	SUSTAINED	
41	N8-NA-0383		23-Apr-81	MITTENTHAL	Accumulating seniority in letter carrier craft while on 204b detail	DENIED	
41	H8N-4B-C 16721 et al		8-Mar-82	MITTENTHAL	Carrier seniority in filling day-to-day asmts.	DENIED	
41	H8N-4E-C 19254 et al		11-Mar-82	AARON	Foot carriers carrying parcels over 2 lbs.	DENIED	
41	H8N-4B-C 16500		28-Jun-82	GAMSER	Reversion of vacant T-6 carrier tech. pos.	DENIED	
41	H1N-3Q-C 1288		16-Mar-83	AARON	Supervisors completing PS Form 313	SUSTAINED	*
41	H1N-3U-C 13930		2-Nov-84	MITTENTHAL	Opting a hold-down assignment for duration including unassigned regular	SUSTAINED	
41	H1N-4J-C 8187		19-Mar-85	AARON	Bidding VOMA vacancies by 204(b)	DENIED	
41	H1T-4H-C 28439		19-Aug-85	MITTENTHAL	Safety of FSMs	DENIED	
41	H4N-1W-C 34928		21-Jul-89	BRITTON	PTF city carrier on a hold-down accepts a 204b detail - repost for opt	SUSTAINED	
41	H7N-NA-C 68		12-Aug-91	BRITTON	Special route insp. during June thru Aug	SUSTAINED	
41	H7N-1A-C 25966		12-Aug-92	SNOW	Bus driver duties -- arbitrability	ARBITRABLE	
41	H7N-1T-C 39547		15-Dec-92	MITTENTHAL	Restructuring city carrier routes/Hempstead	SUSTAINED	NTP
41	H7N-NA-C 42		1-Aug-94	ZUMAS/MITTENTHAL	Conversion city to rural	DENIED	
41	INTEREST ARBITRATION		26-Oct-94	MITTENTHAL	T-6 Interest Arbitration	SUSTAINED	
41	Q90N-4Q-C 93034611		8-Feb-96	MITTENTHAL	Temporary detail to PS5 clerk as best qual.	DENIED	
41	B90N4B-C 92021294		22-Mar-96	SNOW	Paragraph 41.3.0	SUSTAINED	*
41	F90C-4F-C 95003381/6919		18-Apr-97	SNOW	Filling vacancies by transfers	SUSTAINED	ITP
41	Q90N-4Q-C 93034541		9-Jun-97	SNOW	Three bundle - working marriage mail behind addressed flats	SUSTAINED	
41	Q90N-4Q-C 94029376		4-Aug-97	SNOW	Methodology for determining when target % is reached in DPS work environment	REMANDED	*
41	W4N-5H-C 40995		23-Dec-98	NOLAN	RURAL/CITY JURISDICTION	SUSTAIN	*
69	H4R-2W-D 2177 et al		2-Feb-88	ZUMAS	Employee suspended indefinitely for a crime, back-pay upon reinstatement	REMAND	

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## NATIONAL ARBITRATION DECISION INDEX

N	NAT-80-1	2-Jun-81	GAMSER	Definition of installation for nurses	DENIED	NL
PDC	PDC-N-2	14-Aug-84	COLLINS	Recovery of overpayment	SUSTAINED	NL
PDC	PDC-N-4	5-Feb-85	COLLINS	Failure to submit ELM changes to union for review & failure to pay higher level on 204b	SUSTAINED	NL
PP	CE-78-048-C(15)	23-Sep-80	GAMSER	Working out of schedule	DENIED	NL
PP	CE-82021	10-Jun-82	BLOCH	Requirement to report arrests to supervisor	SUSTAINED	NL
PP	CE-81-015-13	27-Sep-82	BLOCH	Closing 2 security posts at Chicago BMC	DENIED	NL
PP	OE-18-016-13	14-Dec-82	BLOCH	Steward compensation for travel time	DENIED	NL
PP	FPSP-NAT-81-007	10-Jan-83	BLOCH	MOU on issuing badges, patches, holsters	DENIED	NL
PP	FPPO-84-NAT-001	21-Jan-85	BLOCH	Mgmt. Declaring uniform item obsolete	DENIED	NL
R	N-C-4120	30-Aug-74	GARRETT	Change of deliveries from city to rural	SUSTAINED	
R	AC-NAT-1561	31-May-77	FASSER	Sub. rural carriers and non-competitive dual appt. as clerk or carrier	SUSTAINED	
R	RB-C-181	18-Jul-77	GARRETT	Substitute appointment and vacant carrier assignment	DENIED	
R	RB-S-213	23-Jan-78	GARRETT	Assigning city delivery rather than rural	DENIED	
R	RC-E 150	9-Jun-78	GARRETT	Case Boxholder mail	MODIFIED	
R	RC-NAT-0332	15-Jul-78	GAMSER	Equipment maintenance allowance rates	DENIED	
R	RC-W-92	01-Nov-78	FASSER	Change from rural to city delivery	SUSTAINED	
R	RC-C-0345 et al	05-Jul-79	HARKLESS	Replace rural cases with city cases & Mark-up credit for parcels to large to fit in customers mailbox	MODIFIED	
R	RC-N-0376	29-Sep-79	HARKLESS	Posting vacancy prior to retirement	DENIED	NL
R	RD-NA-0001	11-Jul-80	HARKLESS	Appointment of managerial/supervisory personnel to vacant rural routes	DENIED	NL
R	R8-NA-0046	06-Sep-80	HARKLESS	Change from rural to city delivery	DENIED	
R	R8-NA-0072	26-Jan-81	HARKLESS	Rural carrier appointment	DENIED	
R	R8-C-0051	25-Feb-81	HARKLESS	Change from rural to city delivery	SUSTAINED	
R	H8R-4B-C 12439	28-Nov-81	HARKLESS	Process a change of address order for person who never erected mail box	DENIED	
R	H8R-3T-C 22258	14-Apr-82	HARKLESS	Conversion of rural route to city delivery	DENIED	
R	H8R-5L-C 17328 et al	06-Jul-82	HARKLESS	Compensation for RCR's	SUSTAINED	NL
R	H1R-NA-C 18	20-Jun-83	HARKLESS	Conversion of vacant highway route to rural	DENIED	
R	H1R-4H-C 26640	31-Oct-85	ZUMAS	Transfers from other crafts to entry sal level	DENIED	
R	H4R-4U-C 21990 et al	15-Nov-89	ZUMAS		DENIED	

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## ARTICLE 6/12 REASSIGNMENTS - QUESTION AND ANSWERS

**1. Question:** When reducing employees in an installation, would local management apply Article 12 provisions until such time as a preference eligible would be affected by placement in a lower level position?

**Answer:** A determination must be made, based on the results of examining various scenarios, to utilize either Article 12 or Article 6. Prior to implementing Article 6, authorization must be received from Headquarters through the Area Manager, Human Resources, or designee. [Ref. 6 (3).]

**2. Question:** When providing the ninety-day advance notification to the affected union(s) at their regional level, is management required to provide documentation supporting its position regarding: legitimate business reasons for the action; the maximum number of affected employees; and the reduction in casuals, part-time flexible workhours and overtime hours?

**Answer:** There is no requirement in the language of Article 6 relating to notification to the unions that would require such documentation to be included with the notice. A sample notification letter has been prepared for Area office use. However, supporting documentation should be furnished. [Ref. 6.B.1]

**3. Question:** When providing the affected employees the required sixty-day advance notification, what "rights" must they be advised of or are they advised of their rights when and if laid-off or subjected to a reduction in force?

**Answer:** Article 6 requires that the Postal Service provide the affected employees with a sixty-day notice that they may be affected by layoff or reduction in force (RIF). A sample notification letter has been prepared for local office use. The affected employees would be advised of their appeal rights when and if the specific actions affecting them take place.

The RIF procedures require that the employees within the competitive area where a RIF may take place be given at least a ninety-day general notice that they may be affected by a RIF. Further, employees who are affected by a RIF must be given at least a sixty-day notice of the specific RIF action and be advised of their appeal rights. The draft notices will be provided by Headquarters through the Area Manager, Human Resources. [Ref. 6.B.2.]

**4. Question:** When notifying employees that they may be subject to the provisions of Article 6, must management notify non-protected preference eligibles who have three (3) or more years of service and who are within the impacted number in the seniority unit?

**Answer:** Yes. They are subject to the preconditions which must be met prior to lay-off or reduction in force and would receive written notice. [Ref. 6.B.2]

## ARTICLE 6/12 REASSIGNMENTS - QUESTIONS AND ANSWERS

5. Question: Is management required to separate all casuals in the affected craft?

Answer: While there is no absolute requirement to separate all casuals in the affected craft, management must separate them to the "fullest extent possible." [Ref. 6.B.4.]

6. Question: Is management required to reduce part-time flexible workhours regardless of salary level in the affected craft?

Answer: No. Management is required to minimize part-time flexible workhours used in positions within the affected seniority unit; i.e., positions in the salary level and craft in the specific installation. Note that, unlike reduction of casuals, this requirement applies to positions within the seniority unit rather than the entire craft; for most crafts, this is a limiting condition. [Ref. 6.B.4.]

7. Question: Is management required to reduce the amount of overtime worked in positions within the seniority unit?

Answer: Yes. As with minimization of part-time flexible workhours, management is required to minimize the amount of overtime worked in positions within the affected seniority unit. [Ref. 6.B.4.]

8. Question: Can we offer retirement as opposed to instituting a lay-off or reduction in force?

Answer: Employees in the affected craft must be offered the opportunity to voluntarily terminate their employment as a precondition to implementation of Article 6. Those employees not eligible for retirement would receive severance pay as outlined in Part 435 of the ELM.

For early retirement, however, prior OPM approval is required before it can be offered. [Ref. 6.B.4.]

## ARTICLE 6/12 REASSIGNMENTS - QUESTIONS AND ANSWERS

9. Question: Under Article 6.B.4, is management required to solicit volunteers to terminate their employment even if there are a sufficient number of available duty assignments in other seniority units to place all of the affected employees?

Answer: Volunteers are limited to a number equivalent to the number of affected employees for whom vacancies do not exist. [Ref. 6.B.4]

10. Question: Is management required to reduce transitional employee workhours?

Answer: No. All that the Memorandum of Understanding with the APWU and the arbitration award with the NALC require is that employees subject to lay-off be offered the opportunity to work any transitional assignments within the same category and installation. Such employees must be currently qualified for the transitional assignments. [Ref. MOU, Arbitration Award.] ]

11. Question: When making assignments as a result of a preconditional posting, does the term "qualified" imply "currently qualified" or "minimally qualified?" If the answer is "minimally qualified," are such employees entitled to enter a deferment period as defined in Article 37, Sections 3.F.3.a., 3.F.4.a., and 3.F.7 or to demonstrate a skill(s) as defined in Article 37, Section 3.F.5?

Answer: In order to be assigned to preconditional vacancies, employees must only be minimally qualified for the assignment. If minimally qualified, they would be entitled to enter a deferment period or to demonstrate a skill in keeping with the cited provisions of Article 37. [Ref. 6.B.5.]

12. Question: Does the fact that employees met different entrance qualifications within a given salary level, such as Level 4 Mail Processors and Level 4 CFS Clerks with their different qualification standards, affect assignment of those employees under the preconditional posting?

Answer: Assignment under the preconditional posting is initially based on the employees meeting the minimum qualifications, which include the appropriate entrance examination. For clerk craft employees, see also the Memorandum of Understanding re. "Interlevel Bidding -- Entrance Examination Requirements." [Ref. 6.B.5.]



## ARTICLE 6/12 REASSIGNMENTS - QUESTIONS AND ANSWERS

13. Question: If a non-protected preference eligible employee does not request assignment to the sole vacancy in the same level at the time of the preconditional posting, while a junior non-protected non-preference eligible makes such request, who is assigned to the vacancy? What would be the result if the non-protected non-preference eligible were the senior of the two (2) employees?

Answer: As there was only one vacancy in the same level, the non-protected preference eligible would be assigned, even though s/he did not request the vacancy, regardless of relative seniority standing. [Ref. 6.B.5.]

14. Question: If two (2) vacancies in the same level were available in the preconditional posting, would they be assigned based on seniority if the non-protected preference eligible, who is senior, failed to request assignment while the junior non-protected non-preference eligible made a request?

Answer: In this example, as two (2) same level vacancies were available, the junior non-protected non-preference eligible would be assigned to the vacancy of his/her choice and the senior non-protected preference eligible would be assigned to the remaining vacancy. This answer assumes both employees were minimally qualified. [Ref. 6.B.5.]

15. Question: Are affected non-protected preference eligibles in the affected seniority unit entitled to request reassignment to available lower level duty assignments posted during the preconditional posting?

Answer: Yes. [Ref. 6.B.5]

16. Question: Are duty assignments in the same seniority unit as the affected employees which are vacant at the time that the Article 6 preconditions are implemented included in the twenty-day posting?

Answer: No. Unassigned protected employees would already have been assigned to such vacancies. [Ref. 6.B.5]

17. Question: Can non-protected, non-preference eligible employees within the seniority unit who will not be impacted based on the number of employees involved request assignment to a duty assignment which is offered during the twenty-day preconditional posting?

Answer: Yes. [Ref. 6.B.5.]

## ARTICLE 6/12 REASSIGNMENTS - QUESTIONS AND ANSWERS

18. Question: Can management utilize the duty assignments encumbered by affected employees to place the remaining unassigned employees in the seniority unit whose positions have been abolished?

Answer: Protected employees who are unassigned due to their duty assignments being abolished and non-protected employees who are unassigned due to their duty assignments being abolished and who will not be impacted can be assigned to duty assignments encumbered by affected employees in the seniority unit. [Ref. 6.B.5.]

19. Question: How are seniority units constructed?

Answer: A seniority unit is composed of all non-protected preference eligible and non-protected non-preference eligible employees in the same craft, same category and same salary level within each installation, as installations were defined under the 1990 Collective Bargaining Agreements. The parties may mutually agree to define seniority units on terms other than those outlined herein. [Ref. 6.C.3.]

20. Question: What are seniority units utilized for?

Answer: Seniority units are defined for the purposes of identifying employees exposed to lay-off and/or reduction in force, identifying positions in which overtime and part-time flexible hours must be minimized and identifying vacancies which employees may apply for in the preconditional posting. [Ref. 6.B.3., B.4., and B.5.]

21. Question: Are employees with saved grade in lower level positions treated as though they are in the level they are working or as though they are in the saved grade level?

Answer: Employees with saved grade working in lower level positions are considered to be in the level in which they are working, not in the level of their saved grade. Where such employees are working with other employees occupying positions in that same level, neither group has preference over the other simply by virtue of one group being in saved grade status. [Ref. 6.C.3.]

22. Question: How are multi-craft duty assignments placed into seniority units?

Answer: Multi-craft duty assignments are placed into seniority units based on the identity of the incumbent. For example, if a letter carrier held a VOMA assignment, that assignment would be in the seniority unit composed of Level 5, full-time regular, letter carrier craft employees at the particular installation. [Ref. 6.C.3.]

## ARTICLE 6/12 REASSIGNMENTS - QUESTIONS AND ANSWERS

**23. Question:** How are competitive areas for reduction in force purposes defined? For example, custodial assignments are on the plant organization structure, but the custodians holding the assignments physically work in a station - is the competitive level the plant or the station at which they work?

**Answer:** Competitive areas were listed in Postal Bulletin 21887, dated February 16, 1995. In order to determine which competitive area a specific job assignment falls into, PB 21887 must be referred to. [Ref. 6.C.5.]

**24. Question:** Have competitive levels been identified for bargaining unit employees?

**Answer:** Yes.

**25. Question:** When a non-protected, preference eligible career conditional employee is released from his/her competitive level, is s/he entitled to bump a non-protected, non-preference eligible from a duty assignment obtained during the preconditional posting required by B.5?

**Answer:** Depending upon the employee's RIF retention standing, a non-protected, career conditional preference eligible who is released from his or her competitive level could displace either a non-protected, career conditional non-preference eligible or even a non-protected, career conditional preference eligible. [Ref. 6.C.5.]

**26. Question:** Can a preference eligible Level 6 Distribution Clerk - Machine MPLSM who has never been a manual clerk bump a non-preference eligible manual clerk during a reduction in force?

**Answer:** During a reduction in force, a preference eligible can "bump" an employee in a lower tenure group or a lower subgroup within the same tenure group within his or her competitive area who is holding a position for which the preference eligible is minimally qualified and which is up to three grade levels below the grade level of the preference eligible's current position.

Also, a preference eligible can "retreat" to a position which is the same position, or is an essentially identical one, to that which had been previously held by the employee. The position must be held currently by another employee with a lower retention standing in the