



Date Received at Step B (MM/DD/YYYY)

## USPS-NALC Joint Step A Grievance Form

### INFORMAL STEP A — NALC Shop Steward Completes This Section (See instructions on page 2.)

1. Grievant's Name (Last, first, middle initial) Class Action			2. Grievant's Telephone No. (Include area code)		
3. Seniority Date (MM/DD/YYYY)	4. Status (Check one) <input type="checkbox"/> FT <input type="checkbox"/> FTF <input type="checkbox"/> PTR <input type="checkbox"/> PTF <input type="checkbox"/> CCA		5. Grievant's Employee Identification Number (EIN)		
6. District, Installation, Work Unit, ZIP Code® Anywhere, Anytown, Nowhere, 00000			7. Finance No. 47-0000		
8. NALC Branch No. 888	9. NALC Grievance No.	10. Incident Date (MM/DD/YYYY) 07/25/2022	11. Date Discussed With Supervisor (Filing date) 08/05/2022		
12a. Companion MSPB Appeal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			12b. Companion EEO Appeal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
13a. Supervisor's Printed Name, Initials, and Telephone No.			13b. Steward's Printed Name, Initials, and Telephone No. Bad A**, (000) 000-0000		

### FORMAL STEP A — Formal Step A Parties Complete This Section (See instructions on page 2.)

14. USPS Grievance No.: Obtain prior to Formal Step A meeting.	
15. Issue Statement: Provide contract provision(s) and frame the issue(s).	
16. Undisputed Facts: List and attach <b>all</b> supporting documents. Use additional paper if necessary. Attachments? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Number ____	
17. <b>UNION'S</b> full, detailed statement of disputed facts and contentions: List and attach <b>all</b> supporting documents. Use additional paper if necessary. Attachments? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Number ____	
18. <b>MANAGEMENT'S</b> full, detailed statement of disputed facts and contentions: List and attach <b>all</b> supporting documents. Use additional paper if necessary. Attachments? <input type="checkbox"/> No <input type="checkbox"/> Yes Number ____	
19a. Union Representative: Enter the remedy requested by the union.	
19b. Settlement Offer: List any settlement offers by either party on page 3.	
20. Disposition (Check one) <input type="checkbox"/> Resolved <input type="checkbox"/> Withdrawn <input type="checkbox"/> Not Resolved Date of Formal Step A Meeting (MM/DD/YYYY)	
21a. USPS Representative's Name	21b. Telephone No. (Include area code)
21c. USPS Representative's Signature	21d. Date (MM/DD/YYYY)
22a. NALC Representative's Name	22b. Telephone No. (Include area code)
22c. NALC Representative's Signature	22d. Date (MM/DD/YYYY)

## **Informal Step A Contentions**

On Monday, July 25, 2022, Supervisor (204b) Benedict Arnold clocked in on his assigned bid position in Nowhere Post Office at 07.01 a.m. When Mr. Arnold began his tour, he was on a higher-level detail. The local union steward was not provided an amended or modified PS Form 1723. In fact, Mr. Arnold delivered mail and was paid at the rate of a level E0-17 supervisor. When Mr. Arnold supposedly finished delivering the mail on his route at 15.50 p.m., he clocked out and was approved to use 00.51 hour of sick leave to make up the 8 hours he was supposed to work, however, he actually returned to the office at 13.93 p.m.

The delivery unit did not need Mr. Arnold to ensure the mail was delivered on July 25, 2022. There were more than enough letter carriers who are on the overtime desired list available who could have covered the work that Mr. Arnold actually completed.

1. The union contends management violated Article 1 of the Collective Bargaining Agreement when they used a 204b supervisor for bargaining unit work while they were on a higher-level detail on Monday, July 25, 2022. Article 1 of the National Agreement reads in part:

### **Section 6. Performance of Bargaining Unit Work**

- A. Supervisors are prohibited from performing bargaining unit work at post offices with 100 or more bargaining unit employees, except:
  1. in an emergency;
  2. for the purpose of training or instruction of employees;
  3. to assure the proper operation of equipment;
  4. to protect the safety of employees; or
  5. to protect the property of the USPS.

Article 1.6 goes on to explain:

The prohibition against supervisors performing bargaining unit work also applies to acting supervisors (204b). The PS Form 1723, which shows the times and dates of the 204b detail, is the controlling document for determining whether an employee is in a 204b status. A separate PS Form 1723 is used for each detail. A single detail may not be broken up on multiple PS Forms 1723 for the purpose of using a 204b on overtime in lieu of a bargaining unit employee. Article 41.1.A.2 requires that a copy of the Form 1723 be provided to the union at the local level.

The file contains a single PS Form 1723 with an Assignment Start Date of 06/01/2022 and an Assignment End Date of 09/23/2022. It also contains a TACS Employee Everything Report for 204b Supervisor Benedict Arnold that reads H/L E0-17. Management did not even attempt to mitigate the violation by removing Mr. Arnold from higher-level pay in TACS, they simply instructed a supervisor to deliver mail and paid him as a supervisor to do craft work.

## Informal Step A Contentions

2. The union contends that there was no emergency as defined in Article 3.F of the Collective Bargaining Agreement. Article 3.F reads:

**Article 3.F Emergencies.** This provision gives management the right to take whatever actions may be necessary to carry out its mission in emergency situations. An emergency is defined as an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

Management argues they have the exclusive right to manage and during emergency situations they may do what is necessary to carry out their mission. In the situation that this grievance arose from, there was no emergency situation declared. Management's emergency was a single letter carrier called in sick. When citing Article 3.F, management conveniently refuses to apply the paragraph immediately before it which reads:

The Postal Service's exclusive rights under Article 3 are basically the same as its statutory rights under the Postal Reorganization Act, 39 U.S.C. Section 1001(e). **While postal management has the right to manage the Postal Service, it must act in accordance with applicable laws, regulations, contract provisions, arbitration awards, letters of agreement, and memoranda.** Consequently, many of the management rights enumerated in Article 3 are limited by negotiated contract provisions. For example, the Postal Service's Article 3 right to suspend, demote, discharge, or take other disciplinary action against employees is subject to the provisions of Articles 15 and 16. (emphasis added by steward)

Management's rights under Article 3 do not negate the union's rights under Article 8. One letter carrier calling in sick is not an emergency. There was no emergency declaration by anyone in the Postal Service nor local, state, or federal government agency. In fact, there were enough hours available to cover the time Mr. Arnold spent delivering mail. The case file contains the Third Quarter Overtime Desired List. The overtime desired list reveals there were six letter carriers who signed to work overtime available on that day. Article 8 requires management to maximize their workforce prior to going off the overtime desired list. Management should have maximized the employees on the overtime desired list before using anyone in accordance with Article 8.

3. The union contends the letter carriers who were at work were financially harmed when management used 204b Supervisor Benedict Arnold to deliver mail instead of maximizing the letter carriers on the overtime desired list. The TACS Employee Everything Reports contained in the case file document the following letter carriers were present at work and had time to deliver the mail as follows:

- a. D. Arnold – worked 9.98 hours – 2.02 hours available
- b. A. Franklin – worked 10.18 hours – 1.82 hours available

## Informal Step A Contentions

- c. E. Harrison – worked 10.44 hours – 1.56 hours available
- d. B. Smith – worked 9.32 hours – 2.68 hours available
- e. C. Hinton – worked 8.62 hours – 3.38 hours available
- f. R. Swanson – worked 11.25 hours – 0.75 hours available

Management had a total of 12.21 hours available between the overtime desired list letter carriers to work the 7.49 hours Mr. Arnold worked. Management chose to pay their 204b supervisor higher-level pay to do the work that rightfully and contractually belonged to the letter carriers who were on the overtime desired list and present.

4. The union contends management violated multiple Step 4 Settlements when they used 204b Supervisor Arnold to perform bargaining unit work on July 25, 2022. Step 4 Settlement H1N-5H-C 26031 (M-00891) reads in relevant part:

An employee serving as a temporary supervisor (204B) is prohibited from performing bargaining unit work, except to the extent otherwise provided in Article 1, Section 6, of the National Agreement. Therefore, a temporary supervisor is ineligible to work overtime in the bargaining unit while detailed, even if the overtime occurs on a nonscheduled day.

Step 4 Settlement H1N-5C-C 12781 (M-00021) reads in relevant part:

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

Management chose to use 204b Supervisor Arnold to curtail bargaining unit overtime. Management's actions are continuous, egregious and deliberate. Management has no respect for letter carriers nor for the Collective Bargaining Agreement in which both parties are signatories.

5. The union contends the letter carriers who should have been assigned the work should be paid at the appropriate rate. Step 4 Settlement NC-E-4716 (M-00206) reads:

It is agreed between the U. S. Postal Service and the National Association of Letter Carriers that where additional work hours would have been assigned to employees but for a violation of Article I, Section 6A, and where such work hours are not de minimis, the employee (s) whom management would have assigned the work shall be paid for the time involved at the applicable rate.

The exact issue at hand has been settled by the parties at the national level multiple times. Management can put forth no coherent argument which will stand the scrutiny of an impartial third party. The union requests the letter carriers who should have been assigned the work on July 25, 2022, be made whole monetarily. The union requests that management be issued a cease and desist for violating Article 1 of the Collective Bargaining Agreement and for violating the above referenced Step 4 Settlements.

**Instructions - (Please Provide a Copy to the Employee)**

**Purpose** Complete this form to record management-directed assignment changes involving:

- Temporary assignments to perform duties other than those in employee's official job description, including higher level and training assignments.
- Scheduled hours and/or days off when schedule change is not posted.

**Frequency** Form is valid up to 6 months (180 days). A new form is required for assignments exceeding 180 days, or subject to local management discretion.

**Approvals** Assignments and changes must be approved by immediate supervisor or the manager.

**Signatures** If employee is unable to sign the form, the supervisor must indicate how the employee was notified in the employee signature space. Details of notification are to be provided in the form's Employee Notification Box.

**Current Assignment**

To: (Name) <b>Benedict Arnold</b>				Position Title <b>Letter Carrier</b>			
Home Installation <b>12345</b>				Employee ID <b>00000000</b>			
Employee Official Tour Begin Tour <b>07.00</b> End Tour <b>15.50</b> Lunch Out <b>11.50</b> Lunch Return <b>12.50</b>				Scheduled Days Off <input type="checkbox"/> Saturday <input type="checkbox"/> Monday <input type="checkbox"/> Wednesday <input type="checkbox"/> Friday <input checked="" type="checkbox"/> Sunday <input type="checkbox"/> Tuesday <input checked="" type="checkbox"/> Thursday			
Des/Act Code <b>13-4</b>	LDC <b>2100</b>	OPER-LU <b>722000</b>	Rate Schedule <b>Q7</b>	Level <b>01</b>	Pay Location <b>008</b>	FLSA <input type="checkbox"/> Exempt <input checked="" type="checkbox"/> Nonexempt	

**New Directed Assignment**

Position Title <b>Supervisor</b>				FLSA Worksheet (If temporary assignment includes hours outside of (paid) FLSA work week, enter FLSA work week and send copy to FLSA coordinator) <input type="checkbox"/> Friday <input type="checkbox"/> Saturday			
Des/Act Code <b>13-4</b>	LDC <b>2100</b>	OPER-LU <b>705000</b>	Rate Schedule <b>E0</b>	Level <b>17</b>	Pay Location <b>008</b>	FLSA Exempt to Nonexempt Position <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Reason for Assignment (If other, explain)		<input type="checkbox"/> Annual Leave <input type="checkbox"/> Vacancy <input type="checkbox"/> Sick Leave <input type="checkbox"/> Detail <input type="checkbox"/> Scheduled Day Off		Employee Type <input type="checkbox"/> <b>Bargaining Unit Employee</b> - Notify by Wednesday of week preceding change (Not required for clerk craft if detailed to a nonbargaining position) <input checked="" type="checkbox"/> <b>Nonbargaining Employee</b> - Provide 4 days notice			
Location (Give exact worksite, if route, give number) <b>Small Station, Nowhere, Tn, 12345</b>				Higher Level Authorization Method <input type="checkbox"/> Auto Higher Level <input type="checkbox"/> Daily Authorization <input checked="" type="checkbox"/> Temporary Job Assignment <input type="checkbox"/> Timecard 1230-C			
Finance Number <b>77-5555</b>				Scheduled Days Off <input type="checkbox"/> Saturday <input type="checkbox"/> Monday <input type="checkbox"/> Wednesday <input type="checkbox"/> Friday <input checked="" type="checkbox"/> Sunday <input type="checkbox"/> Tuesday <input checked="" type="checkbox"/> Thursday			
Employee Assigned Tour Begin Tour <b>09.15</b> End Tour <b>18.15</b> Lunch Out <b>12.00</b> Lunch Return <b>13.00</b>		Assignment Start Date <b>06/01/2022</b> Assignment End Date <b>09/23/2022</b> Start Date for RSC E or V to E or V Higher Level (5 days after assignment start date) <b>06/01/2022</b>					
Time <b>09.15</b> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM		Time <b>18.15</b> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM					
Supervisor Name (Print) <b>Big Jack</b>				Supervisor Signature <i>Big Jack</i>		Date (MM/DD/YYYY) <b>05/25/2022</b>	
Employee Signature <i>B Arnold</i>		Date (MM/DD/YYYY) <b>05/25/2022</b>		Comments on Employee Notification			
Date Employee Was Notified (MM/DD/YYYY) <b>05/25/2022</b>							

[illegible]

[illegible]





Report: TAC500R3 v4.004

YrPPWk: 2022-16-2

Fin. #: 7-6165

## Restricted USPS T&amp;A Information

## Employee Everything Report

User ID:

Date: 07/29/22

Time: 09:46 AM

Page: 11

YrPPWk: 2022-16-2

Monday

Sub-Unit: 0000

Pay Loc/Fin. Unit	008 / 0000	Variable EAS	N	Annual Lv Bal.	126.59	FMLA Hrs	2342.99
Employee ID	00000000	Borrowed	N	Sick Lv Bal.	248.69	FMLA Used	00.00
Employee Name	ARNOLD D	Auto H/L	N	LWOP Lv Bal.	00.00	SLDC Used	08.00

Job	D/A	LDC	Oper/Lu	RSC	LVI	FTF	FLSA	Route #	Fin. #	Loaned Fin. #	Effective Start	Effective End	Begin Tour	End Tour	Lunch Amt.	1261 Ind.	Schedule	OOS	Day
Base	13-4	2100	7220-00	Q7	01	N	N	008012	7-6165		2022-16-2		07.00	15.50	0.50	N	S-MT-TF		

Processed Clock Rings

Monday

Source	Base	05200: 009.98	05300: 001.98																
MDD/MIO BT	07/25	07.01	CDT	7-6165	7220-08	008012	---	---	---	/			00.00						
MDD/MIO MV	07/25	08.48	CDT	7-6165	7210-08	008012	---	---	---	/			00.00						
000-0000 OT	07/25	15.50	CDT	7-6165	7220-00	000000	02.00	312843	07/25				10.30						
MDD/MIO MV	07/25	15.50	CDT	7-6165	7210-08	008006	---	---	---	/			00.00						
MDD/MIO MV	07/25	17.04	CDT	7-6165	7210-08	008012	---	---	---	/			00.00						
MDD/MIO MV	07/25	17.38	CDT	7-6165	7220-08	008012	---	---	---	/			00.00						
MDD/MIO ET	07/25	17.49	CDT	7-6165	7220-00	008012	---	---	---	/			00.00				(W)NonScheduled End Tour		
							---	---	---	/			00.00						

Weekly Total

Un-Processed Rings

Source																			
MDD/MIO BT	07/29	07.01	CDT	7-6165	7220-08	008012	---	---	---	/			00.00				(F)End Of Tour Missing		
MDD/MIO MV	07/29	07.83	CDT	7-6165	7210-08	008012	---	---	---	/			00.00				(F)End Of Tour Missing		
							---	---	---	/			00.00						





Report: TAC500R3 v4.004  
YrPPWk: 2022-16-2  
Fin. #: 7-6165

Restricted USPS T&A Information

Employee Everything Report

User ID:

Date: 07/29/22

Time: 09:46 AM

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YrPPWk: 2022-16-2

Monday

Sub-Unit: 0000

Pay Loc/Fin. Unit	008 / 0000	Variable EAS	N	Annual Lv Bal.	54.89	FMLA Hrs	2217.46
Employee ID	00000000	Borrowed	N	Sick Lv Bal.	101.39	FMLA Used	00.00
Employee Name	ARNOLD B	Auto H/L	N	LWOP Lv Bal.	08.00	SLDC Used	24.00

Job	D/A	LDC	Oper/Lu	RSC	Lvl	FTF	FLSA	Route #	Fin. #	Loaned Fin. #	Effective Start	Effective End	Begin Tour	End Tour	Lunch Amt.	1261 Ind.	Schedule	OOS	Day
Base	13-4	2100	7220-00	Q7	01	N	N	008013	7-6165		2022-16-2		07.00	15.50	0.50	N	S-MTW-F		
Temp	09-0	2000	7080-00	E0	17	N	N	000000	7-6150	7-6150	2022-16-2	2022-23-2	09.00	18.00	1.00	N	S-MTW-F		

Processed Clock Rings

Monday

H/L E0-17 05200: 007.49 05600: 000.51

Source

MDD/MIO	BT	07/25	07.01	CDT	7-6165	7220-08	008013	---	-	-	---	/	00.00	(W)NonScheduled	Begin Tour
								---	-	-	---	/	00.00		
000-0000	BT	07/25	08.01	CDT	7-6165	7210-08	008013	---	312843		07/25		09.92	(W)Ring Deleted From PC	
									312843		07/25		09.92		
000-0000	MV	07/25	08.01	CDT	7-6165	7210-08	008013	---	312843		07/25		09.92		
									-	-	---	/	00.00		
MDD/MIO	BT	07/25	08.20	CDT	7-6165	7220-08	008013	---	-	-	---	/	00.00	(W)Ring Deleted From PC	
									312843		07/25		09.92		
000-0000	MV	07/25	08.20	CDT	7-6165	7220-08	008013	---	312843		07/25		09.92	(W)Ring Deleted From PC	
									312843		07/25		09.93		
MDD/MIO	MV	07/25	08.54	CDT	7-6165	7210-08	008013	---	-	-	---	/	00.00		
									-	-	---	/	00.00		
888-8888	05600	07/25	15.50	CDT	7-6150	7080-00	000000	00.51	640756		07/25		19.63		
									-	-	---	/	00.00		
000-0000	OT	07/25	15.50	CDT	7-6150	7080-00	000000	02.00	312843		07/25		09.92	(W)Ring Deleted From PC	
									698097		07/25		15.47		
MDD/MIO	MV	07/25	15.50	CDT	7-6165	7220-08	008013	---	-	-	---	/	00.00		
									-	-	---	/	00.00		
MDD/MIO	ET	07/25	15.50	CDT	7-6165	7080-00	008013	---	-	-	---	/	00.00	(W)NonScheduled	End Tour
									-	-	---	/	00.00		

Weekly Total

Un-Processed Rings

Source

MDD/MIO	BT	07/29	06.77	CDT	7-6150	7080-14	000000	---	-	-	---	/	00.00	(F)End Of Tour Missing	
									-	-	---	/	00.00		



Report: TAC500R3 v4.004  
YrPPWk: 2022-16-2  
Fin. #:

# Restricted USPS T&A Information

## Employee Everything Report

User ID:  
Date: 07/29/22  
Time: 09:46 AM  
Page: 3

YrPPWk: 2022-16-2

Monday

Sub-Unit: 0000

Pay Loc/Fin. Unit 008 / 0000  
Employee ID 00000000  
Employee Name SMITH B

Variable EAS	N	Annual Lv Bal.	152.38	FMLA Hrs	2054.29
Borrowed	N	Sick Lv Bal.	1407.60	FMLA Used	00.00
Auto H/L	N	LWOP Lv Bal.	08.00	SLDC Used	00.00

Job	D/A	LDC	Oper/Lu	RSC	Lvl	FTF	FLSA	Route #	Fin. #	Loaned Fin. #	Effective Start	Effective End	Begin Tour	End Tour	Lunch Amt.	1261 Ind.	Schedule	OOS	Day
Base	13-4	2100	7220-08	Q0	01	N	N	018002	7-6165		2022-16-2		07.00	15.50	0.50	N	S-MTWT-		

### Processed Clock Rings

Monday

Base 05200: 009.32 05300: 001.32

Source																			
MDD/MIO BT	07/25	07.00	CDT					7220-08	018002				/		00.00				
													/		00.00				
000-0000 MV	07/25	08.00	CDT					7210-08	018002		3128	07/25		09.95					
													/		00.00				
MDD/MIO MV	07/25	08.85	CDT					7210-08	018002				/		00.00				
													/		00.00				
MDD/MIO MV	07/25	15.47	CDT					7210-08	018018				/		00.00				
													/		00.00				
000-0000 OT	07/25	15.50	CDT					7220-08	000000	02.00	3128	07/25		09.95					
													/		00.00				
MDD/MIO MV	07/25	16.81	CDT					7220-08	018018				/		00.00				
													/		00.00				
MDD/MIO MV	07/25	16.82	CDT					7220-08	018002				/		00.00				
													/		00.00				
MDD/MIO ET	07/25	16.82	CDT				7-6165	7220-08	018002				/		00.00	(W)NonScheduled	End Tour		
													/		00.00				

Weekly Total

### Un-Processed Rings

Source																			
000-0000 MV	07/24	08.00	CDT			7-6165	7210-08	018002		3128	07/25	09.93	(W)Ring Deleted From PC						
										3128	07/25	09.95							
000-0000 OT	07/24	15.50	CDT			7-6165	7220-08	000000	02.00	3128	07/25	09.93	(W)Ring Deleted From PC						
										3128	07/25	09.95							



Report: TAC500R3 v4.004  
YrPPWk: 2022-16-2  
Fin. #: 7-6165

Restricted USPS T&A Information  
Employee Everything Report

User ID:  
Date: 07/29/22  
Time: 09:46 AM  
Page: 5

YrPPWk: 2022-16-2

Monday

Sub-Unit: 0000

Pay Loc/Fin. Unit	008 / 0000	Variable EAS	N	Annual Lv Bal.	62.70	FMLA Hrs	1987.66
Employee ID	00000000	Borrowed	N	Sick Lv Bal.	87.28	FMLA Used	00.00
Employee Name	EPSTEIN J	Auto H/L	N	LWOP Lv Bal.	00.00	SLDC Used	00.00

Job	D/A	LDC	Oper/Lu	RSC	LVI	FTF	FLSA	Route #	Fin. #	Loaned Fin. #	Effective Start	Effective End	Begin Tour	End Tour	Lunch Amt.	1261 Ind.	Schedule	OOS	Day
Base	13-4	2100	7220-00	Q7	01	N	N	008024	7-6165		2022-16-2		07.00	15.50	0.50	N	S-MT-TF		

Processed Clock Rings

Monday

Base 05600: 008.00

Source

888-8888	05600	07/25	07.00	CDT	7-6165	7220-00	008024	08.00	31284	07/25	10.25
											00.00

Weekly Total

Un-Processed Rings

Source

MDD/MIO	BT	07/29	07.01	CDT	7-6165	7220-08	008024				00.00	(F)End Of Tour Missing
											00.00	
MDD/MIO	MV	07/29	07.75	CDT	7-6165	7210-08	008024				00.00	(F)End Of Tour Missing
											00.00	

Pay Loc/Fin. Unit	008 / 0000	Variable EAS	N	Annual Lv Bal.	111.33	FMLA Hrs	1729.01
Employee ID	00000000	Borrowed	N	Sick Lv Bal.	37.73	FMLA Used	00.00
Employee Name	HINTON C	Auto H/L	N	LWOP Lv Bal.	00.00	SLDC Used	00.00

Job	D/A	LDC	Oper/Lu	RSC	LVI	FTF	FLSA	Route #	Fin. #	Loaned Fin. #	Effective Start	Effective End	Begin Tour	End Tour	Lunch Amt.	1261 Ind.	Schedule	OOS	Day
Base	13-4	2100	7220-09	Q0	01	N	N	018001	7-6165		2022-16-2		07.00	15.50	0.50	N	S-MTWT-		

Processed Clock Rings

Monday

Base 05200: 008.62 05300: 000.62

Source

MDD/MIO	BT	07/25	07.00	CDT	7-6165	7220-08	018001				00.00	
											00.00	
000-0000	MV	07/25	08.15	CDT	7-6165	7210-08	018001		31284	07/25	10.33	
											00.00	
MDD/MIO	MV	07/25	08.66	CDT	7-6165	7210-08	018001				00.00	
											00.00	
000-0000	OT	07/25	15.50	CDT	7-6165	7220-09	000000	02.00	31284	07/25	10.33	
											00.00	
MDD/MIO	MV	07/25	16.02	CDT	7-6165	7220-08	018001				00.00	
											00.00	
MDD/MIO	ET	07/25	16.12	CDT	7-6165	7220-09	018001				00.00	(W)NonScheduled End Tour
											00.00	

Weekly Total

Un-Processed Rings

Source





Report: TAC500R3 v4.004  
YrPPWk: 2022-16-2  
Fin. #: 7-6165

Restricted USPS T&A Information

Employee Everything Report

User ID:

Date: 07/29/22

Time: 09:46 AM

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YrPPWk: 2022-16-2

Monday

Sub-Unit: 0000

Pay Loc/Fin. Unit	008 / 0000	Variable EAS	N	Annual Lv Bal.	47.32	FMLA Hrs	1928.48
Employee ID	00000000	Borrowed	N	Sick Lv Bal.	14.59	FMLA Used	08.00
Employee Name	ERNEST G	Auto H/L	N	LWOP Lv Bal.	00.00	SLDC Used	00.00

Job	D/A	LDC	Oper/Lu	RSC	LVI	FTF	FLSA	Route #	Fin. #	Loaned Fin. #	Effective Start	Effective End	Begin Tour	End Tour	Lunch Amt.	1261 Ind.	Schedule	OOS	Day
Base	13-4	2100	7220-00	Q7	02	N	N	008007	7-6165		2022-16-2		07.00	15.50	0.50	N	S-MT-TF		

Processed Clock Rings

Monday

Source	Base	05200: 009.86	05300: 001.86	07000: 000.22															
MDD/MIO BT	07/25	07.00	CDT	7-6165	7220-00	008003	---	---	---	/			00.00						
							---	---	---	/			00.00						
MDD/MIO MV	07/25	08.95	CDT	7-6165	7210-00	008003	---	---	---	/			00.00						
							---	---	---	/			00.00						
MDD/MIO MV	07/25	09.29	CDT	7-6165	6130-00	008003	---	---	---	/			00.00						
							---	---	---	/			00.00						
MDD/MIO MV	07/25	09.51	CDT	7-6165	7210-00	008003	---	---	---	/			00.00						
							---	---	---	/			00.00						
MDD/MIO MV	07/25	12.65	CDT	7-6165	7210-00	008024	---	---	---	/			00.00						
							---	---	---	/			00.00						
MDD/MIO MV	07/25	13.19	CDT	7-6165	7210-00	008003	---	---	---	/			00.00						
							---	---	---	/			00.00						
000-0000 OT	07/25	15.50	CDT	7-6165	7220-00	000000	02.00	312843	07/25				10.30						
							---	---	---	/			00.00						
MDD/MIO MV	07/25	17.30	CDT	7-6165	7220-00	008003	---	---	---	/			00.00						
							---	---	---	/			00.00						
MDD/MIO ET	07/25	17.36	CDT	7-6165	7220-00	008003	---	---	---	/			00.00			(W)NonScheduled End Tour			
							---	---	---	/			00.00						

Weekly Total

Un-Processed Rings

Source



Report: TAC500R3 v4.004  
YrPPWk: 2022-16-2  
Fin. #: 7-6165

Restricted USPS T&A Information

Employee Everything Report

User ID:

Date: 07/29/22

Time: 09:46 AM

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YrPPWk: 2022-16-2

Monday

Sub-Unit: 0000

Pay Loc/Fin. Unit	008 / 0000	Variable EAS	N	Annual Lv Bal.	51.89	FMLA Hrs	1891.98
Employee ID	00000000	Borrowed	N	Sick Lv Bal.	22.32	FMLA Used	161.54
Employee Name	FRANKLIN A	Auto H/L	N	LWOP Lv Bal.	57.54	SLDC Used	32.00

Job	D/A	LDC	Oper/Lu	RSC	LVI	FTF	FLSA	Route #	Fin. #	Loaned Fin. #	Effective Start	Effective End	Begin Tour	End Tour	Lunch Amt.	1261 Ind.	Schedule	OOS	Day
Base	13-4	2100	7220-00	Q0	01	N	N	008010	7-6165		2022-16-2		07.00	15.50	0.50	N	S-MTWT-		

Processed Clock Rings

Monday

Source	Base		04300: 000.18	05200: 010.18	05300: 002.00														
MDD/MIO BT	07/25	07.02	CDT	7-6165	7220-08	008010	---	-	-	---	/		00.00						
							---	-	-	---	/		00.00						
000-0000 MV	07/25	08.05	CDT	7-6165	7210-08	008010	---		312843		07/25		10.27						
							---	-	-	---	/		00.00						
MDD/MIO MV	07/25	08.37	CDT	7-6165	7210-08	008010	---	-	-	---	/		00.00						
							---	-	-	---	/		00.00						
000-0000 OT	07/25	15.50	CDT	7-6165	7220-00	000000	02.00		312843		07/25		10.27						
							---	-	-	---	/		00.00						
MDD/MIO MV	07/25	17.61	CDT	7-6165	7220-08	008010	---	-	-	---	/		00.00						
							---	-	-	---	/		00.00						
MDD/MIO ET	07/25	17.70	CDT	7-6165	7220-00	008010	---	-	-	---	/		00.00				(W)Missing OT Transaction		
							---	-	-	---	/		00.00						

Weekly Total

Un-Processed Rings

Source																			
MDD/MIO BT	07/29	07.01	CDT	7-6165	7220-08	008010	---	-	-	---	/		00.00				(F)End Of Tour Missing		
							---	-	-	---	/		00.00						
MDD/MIO MV	07/29	07.77	CDT	7-6165	7210-08	008010	---	-	-	---	/		00.00				(F)End Of Tour Missing		
							---	-	-	---	/		00.00						



Report: TAC500R3 v4.004  
YrPPWk: 2022-16-2  
Fin. #: 7-6165

Restricted USPS T&A Information  
Employee Everything Report

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YrPPWk: 2022-16-2  
Sub-Unit: 0000

Monday

Pay Loc/Fin. Unit	008 / 0000	Variable EAS	N	Annual Lv Bal.	10.43	FMLA Hrs	1921.58
Employee ID	00000000	Borrowed	N	Sick Lv Bal.	53.67	FMLA Used	49.50
Employee Name	HARRISON E	Auto H/L	N	LWOP Lv Bal.	00.00	SLDC Used	41.50

Job	D/A	LDC	Oper/Lu	RSC	Lvl	FTF	FLSA	Route #	Fin. #	Loaned Fin. #	Effective Start	Effective End	Begin Tour	End Tour	Lunch Amt.	1261 Ind.	Schedule	OOS	Day
Base	13-4	2100	7220-00	Q7	01	N	N	008023	7-6165		2022-16-2		07.00	15.50	0.50	N	S-MTW-F		

Processed Clock Rings

Monday

Source	Base																		
MDD/MIO	BT	07/25	07.17	CDT	7-6165	7220-08	008023						00.00	(W)NonScheduled	Begin Tour				
													00.00						
000-0000	MV	07/25	08.17	CDT	7-6165	7220-08	018015			31284	07/25		09.98						
													00.00						
000-0000	MV	07/25	09.17	CDT	7-6165	7210-08	008023			31284	07/25		10.00						
													00.00						
MDD/MIO	MV	07/25	09.62	CDT	7-6165	7210-08	008023						00.00						
													00.00						
000-0000	OT	07/25	15.50	CDT	7-6165	7220-00	000000		02.00	31284	07/25		10.00						
													00.00						
MDD/MIO	MV	07/25	17.93	CDT	7-6165	7220-08	008023						00.00						
													00.00						
MDD/MIO	ET	07/25	18.11	CDT	7-6165	7220-00	008023						00.00	(W)Missing OT Transaction					
													00.00						

Weekly Total

Un-Processed Rings

Source																			
MDD/MIO	BT	07/29	07.31	CDT	7-6165	7220-08	008023						00.00	(F)End Of Tour Missing					
													00.00						
MDD/MIO	MV	07/29	07.49	CDT	7-6165	7210-08	008023						00.00	(F)End Of Tour Missing					
													00.00						





Report: TAC500R3 v4.004  
YrPPWk: 2022-16-2  
Fin. #: 7-6165

Restricted USPS T&A Information

Employee Everything Report

User ID:

Date: 07/29/22

Time: 09:46 AM

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Monday

Sub-Unit: 0000

Pay Loc/Fin. Unit	008 / 0000	Variable EAS	N	Annual Lv Bal.	00.00	FMLA Hrs	1685.42
Employee ID	00000000	Borrowed	N	Sick Lv Bal.	04.00	FMLA Used	00.00
Employee Name	MOHOMMAD J	Auto H/L	N	LWOP Lv Bal.	08.00	SLDC Used	00.00

Job	D/A	LDC	Oper/Lu	RSC	Lvl	FTF	FLSA	Route #	Fin. #	Loaned Fin. #	Effective Start	Effective End	Begin Tour	End Tour	Lunch Amt.	1261 Ind.	Schedule	OOS	Day
Base	13-4	2100	7220-00	Q7	01	N	N	008007	7-6165		2022-16-2		07.00	15.50	0.50	N	S-M-WTF		

Processed Clock Rings

Monday

Source	Base	05200: 008.63	05300: 000.63																
MDD/MIO	BT	07/25	07.01	CDT	7-6165	7220-08	008007	---	-	-	---	/	00.00						
								---	-	-	---	/	00.00						
000-0000	MV	07/25	08.15	CDT	7-6165	7210-08	008007	---	312843		07/25		10.00						
								---	-	-	---	/	00.00						
000-0000	OT	07/25	15.50	CDT	7-6165	7220-00	000000	02.00	312843		07/25		10.00						
								---	-	-	---	/	00.00						
MDD/MIO	MV	07/25	16.12	CDT	7-6165	7220-08	008007	---	-	-	---	/	00.00						
								---	-	-	---	/	00.00						
MDD/MIO	ET	07/25	16.14	CDT	7-6165	7220-00	008007	---	-	-	---	/	00.00				(W)NonScheduled End Tour		
								---	-	-	---	/	00.00						

Weekly Total

Un-Processed Rings

Source																			
MDD/MIO	BT	07/29	07.00	CDT	7-6165	7220-08	008007	---	-	-	---	/	00.00				Fatal Error		
								---	-	-	---	/	00.00						
MDD/MIO	BT	07/29	08.02	CDT	7-6165	7210-08	008007	---	-	-	---	/	00.00				(F)End Of Tour Missing		
								---	-	-	---	/	00.00						





METRO  
Route Detail  
12-24-21

Scan Seq	Sched Seq	Route ID	Employee	Device ID	Vehicle ID	Pivot From	Pivot To	Address	GEO Depart Adj Sch Arrvl Time	Actual Scan Time	Virtual MSP Scan Time	MSP Variance	Variance to GEO Depart Adj Arrvl Sch Time	DOIS/RWHT Proj Arrvl Time	Scanned By	Barcode ID
								Actual Leave								
								DEPART FACILITY(Geo Event)		09:21 CST						
								HOTCASE						09:33		
								DEPART2ROUTE						09:48		
								RETURN FACILITY(Geo Event)		13:30 CST						
	1	*C013*	Arnold, Benedict											09:57		
	2	*C013*	Arnold, Benedict	14361D832F				100 Nowhere Rd		05:53 CST				10:17		
	3	*C013*	Arnold, Benedict					101 Nowhere Rd						10:24		
4	4	*C013*	Arnold, Benedict	D013A20707				102 Nowhere Rd		09:46 CST			03:29	10:41		
5	5	*C013*	Arnold, Benedict	D013A20707				103 Nowhere Rd		09:48 CST			00:00	10:43		
6	6	*C013*	Arnold, Benedict	D013A20707				104 Nowhere Rd		09:49 CST			-00:01	10:45		
7	7	*C013*	Arnold, Benedict	D013A20707				105 Nowhere Rd		09:55 CST			-00:06	10:57		
9	8	*C013*	Arnold, Benedict	D013A20707				106 Nowhere Rd		09:57 CST			00:02	10:57		
12	9	*C013*	Arnold, Benedict	D013A20707				107 Nowhere Rd		10:05 CST			00:00	11:05		
11	10	*C013*	Arnold, Benedict	D013A20707				108 Nowhere Rd		10:05 CST			00:00	11:05		
54	11	*C013*	Arnold, Benedict	D013A20707				109 Nowhere Rd		12:28 CST			02:21	11:07		
13	12	*C013*	Arnold, Benedict	D013A20707				110 Nowhere Rd		10:07 CST			-02:23	11:09		
	13	*C013*	Arnold, Benedict					111 Nowhere Rd						11:19		
14	14	*C013*	Arnold, Benedict	D013A20707				112 Nowhere Rd		10:09 CST			-00:12	11:23		
15	15	*C013*	Arnold, Benedict	D013A20707				113 Nowhere Rd		10:17 CST			-00:47	12:18		
15	15	*C013*	Arnold, Benedict	D013A20707				114 Nowhere Rd		10:17 CST			00:00	12:18		
16	16	*C013*	Arnold, Benedict	D013A20707				115 Nowhere Rd		10:18 CST			00:00	12:19		
17	17	*C013*	Arnold, Benedict	D013A20707				116 Nowhere Rd		10:18 CST			00:00	12:19		
19	18	*C013*	Arnold, Benedict	D013A20707				117 Nowhere Rd		10:21 CST			00:01	12:21		
21	19	*C013*	Arnold, Benedict	D013A20707				118 Nowhere Rd		10:25 CST			-00:01	12:26		
22	20	*C013*	Arnold, Benedict	D013A20707				119 Nowhere Rd		10:26 CST			-00:03	12:30		
25	21	*C013*	Arnold, Benedict	D013A20707				120 Nowhere Rd		10:33 CST			-00:01	12:38		
26	22	*C013*	Arnold, Benedict	D013A20707				121 Nowhere Rd		10:34 CST			-00:02	12:41		
27	23	*C013*	Arnold, Benedict	D013A20707				122 Nowhere Rd		10:42 CST			00:06	12:43		
29	24	*C013*	Arnold, Benedict	D013A20707				123 Nowhere Rd		11:22 CST			00:17	13:06		
	25	*C013*	Arnold, Benedict					124 Nowhere Rd			10:32			13:09		
28	26	*C013*	Arnold, Benedict	D013A20707				125 Nowhere Rd		11:16 CST			-00:09	13:09		
33	27	*C013*	Arnold, Benedict	D013A20707				126 Nowhere Rd		11:33 CST			00:16	13:10		
34	28	*C013*	Arnold, Benedict	D013A20707				127 Nowhere Rd		11:34 CST			00:00	13:11		
	29	*C013*	Arnold, Benedict					128 Nowhere Rd			10:43			13:14		
	30	*C013*	Arnold, Benedict					129 Nowhere Rd			11:06			13:22		
30	31	*C013*	Arnold, Benedict	D013A20707				130 Nowhere Rd		11:28 CST			-00:23	13:28		
31	32	*C013*	Arnold, Benedict	D013A20707				131 Nowhere Rd		11:29 CST			-00:03	13:32		
	33	*C013*	Arnold, Benedict					132 Nowhere Rd			11:12			13:33		
32	34	*C013*	Arnold, Benedict	D013A20707				133 Nowhere Rd		11:30 CST			00:00	13:33		
35	35	*C013*	Arnold, Benedict	D013A20707				134 Nowhere Rd		11:40 CST			00:01	13:42		
52	35	*C013*	Arnold, Benedict	D013A20707				135 Nowhere Rd		12:19 CST			00:39	13:42		
36	36	*C013*	Arnold, Benedict	D013A20707				136 Nowhere Rd		11:43 CST			-00:46	13:52		
1	37	*C013*	Arnold, Benedict	C304A08029				137 Nowhere Rd		09:39 CST			-02:11	13:59		
1	37	*C013*	Arnold, Benedict	C304A08029				138 Nowhere Rd		09:39 CST			00:00	13:59		
2	38	*C013*	Arnold, Benedict	C304A08029				139 Nowhere Rd		09:40 CST			00:00	14:00		
3	39	*C013*	Arnold, Benedict	C304A08029				140 Nowhere Rd		09:41 CST			-00:03	14:04		
37	40	*C013*	Arnold, Benedict	D013A20707				141 Nowhere Rd		11:46 CST			02:01	14:08		
38	41	*C013*	Arnold, Benedict	D013A20707				142 Nowhere Rd		11:48 CST			00:02	14:08		
39	42	*C013*	Arnold, Benedict	D013A20707				143 Nowhere Rd		11:50 CST			00:02	14:08		
40	43	*C013*	Arnold, Benedict	D013A20707				144 Nowhere Rd		11:53 CST			-00:08	14:19		

	44	*C013*	Arnold, Benedict
41	45	*C013*	Arnold, Benedict
	46	*C013*	Arnold, Benedict
49	46	*C013*	Arnold, Benedict
8	47	*C013*	Arnold, Benedict
50	48	*C013*	Arnold, Benedict
51	49	*C013*	Arnold, Benedict
46	50	*C013*	Arnold, Benedict
10	51	*C013*	Arnold, Benedict
	52	*C013*	Arnold, Benedict
47	53	*C013*	Arnold, Benedict
48	54	*C013*	Arnold, Benedict
	55	*C013*	Arnold, Benedict
45	56	*C013*	Arnold, Benedict
	57	*C013*	Arnold, Benedict
	58	*C013*	Arnold, Benedict
42	59	*C013*	Arnold, Benedict
18	60	*C013*	Arnold, Benedict
	61	*C013*	Arnold, Benedict
20	62	*C013*	Arnold, Benedict
44	63	*C013*	Arnold, Benedict
43	64	*C013*	Arnold, Benedict
24	65	*C013*	Arnold, Benedict
23	66	*C013*	Arnold, Benedict
53	66	*C013*	Arnold, Benedict
	67	*C013*	Arnold, Benedict
	68	*C013*	Arnold, Benedict
55	69	*C013*	Arnold, Benedict

				145 Nowhere Rd						14:19		
D013A20707				146 Nowhere Rd		11:54 CST			00:00	14:20		
15153D826A				147 Nowhere Rd		06:59 CST				14:23		
D013A20707				148 Nowhere Rd		12:14 CST			05:15	14:23		
C304A08029				149 Nowhere Rd		09:56 CST			-02:19	14:24		
D013A20707				150 Nowhere Rd		12:15 CST			02:18	14:25		
D013A20707				151 Nowhere Rd		12:15 CST			00:00	14:25		
D013A20707				152 Nowhere Rd		12:07 CST			-00:12	14:29		
C304A08029				153 Nowhere Rd		09:59 CST			-02:08	14:29		
				154 Nowhere Rd						14:30		
D013A20707				155 Nowhere Rd		12:09 CST			02:08	14:31		
D013A20707				156 Nowhere Rd		12:11 CST			-00:04	14:37		
				157 Nowhere Rd						14:48		
D013A20707				158 Nowhere Rd		12:04 CST			-00:19	14:49		
				159 Nowhere Rd			12:05			14:57		
				160 Nowhere Rd						15:07		
D013A20707				161 Nowhere Rd		11:57 CST			-00:34	15:16		
C304A08029				162 Nowhere Rd		10:20 CST			-01:43	15:22		
				163 Nowhere Rd						15:27		
C304A08029				164 Nowhere Rd		10:23 CST			-00:05	15:30		
D013A20707				165 Nowhere Rd		12:01 CST			01:33	15:35		
D013A20707				166 Nowhere Rd		12:01 CST			-00:02	15:37		
C304A08029				167 Nowhere Rd		10:27 CST			-01:39	15:42		
C304A08029				168 Nowhere Rd		10:27 CST			-00:02	15:44		
D013A20707				169 Nowhere Rd		12:26 CST			01:59	15:44		
				170 Nowhere Rd						15:45		
				171 Nowhere Rd						16:05		
D013A20707	2204224			RETURN2DU		13:55 CST			00:49	16:24		37218C016 RETURN2DU

4. to protect the safety of employees; or
5. to protect the property of the USPS.

The prohibition against supervisors performing bargaining unit work also applies to acting supervisors (204b). The PS Form 1723, which shows the times and dates of the 204b detail, is the controlling document for determining whether an employee is in a 204b status. A separate PS Form 1723 is used for each detail. A single detail may not be broken up on multiple PS Forms 1723 for the purpose of using a 204b on overtime in lieu of a bargaining unit employee. Article 41.1.A.2 requires that a copy of the PS Form 1723 be provided to the union at the local level.

An acting supervisor (204b) may not be used in lieu of a bargaining-unit employee for the purpose of bargaining unit overtime. An employee detailed to an acting supervisory position will not perform bargaining unit overtime immediately prior to or immediately after such detail on the day he/she was in a 204b status unless all available bargaining unit employees are utilized. However, an employee may work bargaining unit overtime, otherwise consistent with the provisions of Article 8, on the day before or the day after a 204b detail (Step 4, HON-5R-C 13315, August 30, 1993, M-01177).

Branches that wish to determine whether a post office has 100 or more bargaining unit employees should contact their national business agent. The Settlement Agreement NC-E-4716, November 24, 1978 (M-00206) between the NALC and USPS, which was intended to be of general application, provides that “where additional work hours would have been assigned to employees but for a violation of Article 1.6.A, and where such work hours are not de minimis, the employee(s) whom management would have assigned the work, shall be paid for the time involved at the applicable rate.” (de minimis means trifling, unimportant, inconsequential.)

An emergency is defined in Article 3.F as “an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.”

**1.6.B**

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

(The preceding Article, Article 1, shall apply to City Carrier Assistant Employees.)

Article 1.6.B prohibits supervisors in offices with less than 100 bargaining unit employees from performing letter carrier bargaining unit work

to accommodate those offices with an automated bidding process that requires 14 days for posting. In such situations, the controlling language would be the 14 days in Article 41.1.A.1.

- A duty assignment is a set of duties and responsibilities within a recognized position regularly scheduled during specific hours of duty.
- The five routes on a Carrier Technician swing or group constitute a full-time duty assignment. Carrier Technicians perform all the duties of the assignments they work.
- Reserve letter carrier (formerly known as floater, leave replacement, vacation regular, etc.) is a bid position with scheduled hours of duty and work days.

#### 41.1.A.2

2. Letter carriers temporarily detailed to a supervisory position (204b) may not bid on vacant Letter Carrier Craft duty assignments while so detailed. However, nothing contained herein shall be construed to preclude such temporarily detailed employees from voluntarily terminating a 204b detail and returning to their craft position. Upon return to the craft position, such employees may exercise their right to bid on vacant letter carrier craft duty assignments.

The duty assignment of a full-time carrier detailed to a supervisory position, including a supervisory training program in excess of four months shall be declared vacant and shall be posted for bid in accordance with this Article. Upon return to the craft the carrier will become an unassigned regular. A letter carrier temporarily detailed to a supervisory position will not be returned to the craft solely to circumvent the provisions of Section 1.A.2.

Form 1723, Assignment Order, shall be used in detailing letter carriers to temporary supervisor positions (204b). The Employer will provide the Union at the local level with a copy of Form(s) 1723 showing the beginning and ending of all such details.

While city letter carriers temporarily detailed to a supervisory position (204b) may not bid on vacant city letter carrier craft duty assignments while so detailed, they may bid on the multi-craft positions of VOMA or Examination Specialist while on detail (National Arbitrator Aaron, H1N-4J-C 8187, March 19, 1985, C-04925).

#### 41.1.A.3

3. The existing local procedures for scheduling fixed or rotating non-work days and the existing local method of posting and of installation-wide or sectional bidding shall remain in effect unless changes are negotiated locally.

**Local Implementation.** NALC branches may establish local rules regarding fixed or rotating days off and the scope of posting and bidding by section or installation-wide through local implementation procedures under Article 30 of the National Agreement. Such rules are then

contained in a LMOU, which must be read in conjunction with Article 41. Fixed or rotating days off are negotiated pursuant to Article 30.B.2, and the scope and method of posting are negotiated pursuant to Article 30.B.21 and 30.B.22.

#### 41.1.A.4

4. No assignment shall be posted because of a change in starting time or in non-scheduled days (except as provided in Section 1.A.5 below). No overtime payment will be made for a permanent change in starting time.
5. Whether or not a letter carrier route will be posted when there is a change of more than one (1) hour in starting time shall be negotiated locally.

**Local Implementation.** Local negotiations pursuant to Article 30.B.21 and 30.B.22 may determine whether a route will be posted when there is a change of more than one hour in starting time.

#### 41.1.A.6

6. When a fixed schedule non-work day is permanently changed, the new non-work day shall be posted.
7. Unassigned full-time carriers and full-time flexible carriers may bid on duty assignments posted for bids by employees in the craft. If the employee does not bid, assignment of the employee may be made to any vacant duty assignment for which there was no senior bidder in the same craft and installation. In the event there is more than one vacancy due to the lack of bids, these vacancies may be filled by assigning the unassigned full-time carriers and full-time flexible carriers, who may exercise their preference by use of their seniority. In the event that there are more unassigned full-time carriers and full-time flexible carriers than vacancies, these vacancies may be filled by assigning the unassigned employees by juniority.

In the event there are more unassigned full-time carriers and/or full-time flexible letter carriers than residual vacancies, the residual vacancies may be filled by assigning the unassigned employees by juniority (inverse seniority).

- Reserve Regulars are not unassigned regulars and this section does not apply to them.
- When there is no bid, the assignment of an unassigned regular or full-time flexible letter carrier shall be by juniority (inverse seniority).
- When there is more than one vacancy and there are no bids, the unassigned carriers or full-time flexible carriers assigned to the vacancies may select their individual assignments by seniority.
- If a 204b loses his/her bid assignment under the provisions of Article 41.1.A.2, management may assign the 204b to a residual vacancy under the provisions of Article 41.1.A.7 while the employee

remains in a 204b status (National Arbitrator Snow, E94N-4E-C 96060312, October 2, 1998, C-18743).

#### 41.1.B

##### **B. Method of Posting**

1. The notice inviting bids for Letter Carrier Craft assignments, and to such other assignments to which a letter carrier is entitled to bid, shall be posted on all official bulletin boards at the installation where the vacancy exists, including stations and branches, as to assure that it comes to the attention of employees eligible to submit bids. Copies of the notice shall be given to the local Union. When an absent employee has so requested in writing, stating a mailing address, a copy of any notice inviting bids from the craft employees shall be mailed to the employee by the installation head.
2. Posting and bidding for duty assignments and/or permanent changes in fixed non-work days shall be installation-wide, unless local agreements or established past practice provide for sectional bidding or other local method currently in use.

**Local Implementation—Scope of Posting and Bidding.** Article 41.1.B.2 provides that posting and bidding for duty assignments and/or permanent changes in fixed non-work days shall be installation-wide, unless the parties have negotiated a different method, such as bidding by specified sections, pursuant to Article 30.B.21 and 30.B.22.

#### 41.1.B.3

3. The notice shall remain posted for 10 days, unless a different length for the posting period is established by local negotiations.

**Local Implementation—Length of Posting.** Article 41.1.B.3 requires that the notice be posted for ten days, unless the parties have negotiated a different time period pursuant to Article 30.B.21 and 30.B.22.

#### 41.1.B.4

4. Information on notices shall be shown as below and shall be specifically stated:
  - (a) The duty assignment by position title and number (e.g., Key or Standard).
  - (b) Grade.
  - (c) Hours of duty (beginning and ending), including, in the case of a Carrier Technician assignment, the hours of duty for each of the component routes.
  - (d) The fixed or rotating schedule of days of work, as appropriate.
  - (e) The principal assignment area (e.g., section and/or location of activity).
  - (f) Invitation to employees to submit bids.
  - (g) Physical requirement unusual to the assignment.



## ARTICLE 19 HANDBOOKS AND MANUALS

Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable. This includes, but is not limited to, the Postal Service Manual and the F-21, Timekeeper's Instructions.

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Union at the national level at least sixty (60) days prior to issuance. At the request of the Union, the parties shall meet concerning such changes. If the Union, after the meeting, believes the proposed changes violate the National Agreement (including this Article), it may then submit the issue to arbitration in accordance with the arbitration procedure within sixty (60) days after receipt of the notice of proposed change. Copies of those parts of all new handbooks, manuals and regulations that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall be furnished the Union upon issuance.

Article 19 shall apply in that those parts of all handbooks, manuals and published regulations of the Postal Service, which directly relate to wages, hours or working conditions shall apply to CCA employees only to the extent consistent with other rights and characteristics of CCA employees provided for in this Agreement and otherwise as they apply to the supplemental work force. The Employer shall have the right to make changes to handbooks, manuals and published regulations as they relate to CCA employees pursuant to the same standards and procedures found in Article 19 of the National Agreement.

[see Memo, page 214]

**This Memo  
is located on  
JCAM pages  
19-2 and 19-3.**

**Handbooks and Manuals.** Article 19 provides that those postal handbook and manual provisions directly relating to wages, hours, or working conditions are enforceable as though they were part of the National Agreement. Changes to handbook and manual provisions directly relating to wages, hours, or working conditions may be made by management at the national level and may not be inconsistent with the National Agreement. A challenge that such changes are inconsistent with the National Agreement or are not fair, reasonable, or equitable may be made only by the NALC at the national level.

A memorandum included in the 2019 National Agreement establishes a process for the parties to communicate with each other at the national level regarding changes to handbooks, manuals, and published regulations that directly relate to wages, hours, or working conditions. The purpose of the memorandum is to provide the national parties with a better understanding of their respective positions in an effort to eliminate

unnecessary appeals to arbitration and clearly identify and narrow the issue(s) in cases that are appealed to arbitration under Article 19.

**Local Policies.** Locally developed policies may not vary from nationally established handbook and manual provisions (National Arbitrator Aaron, H1N-NAC-C-3, February 27, 1984, C-04162). Additionally, locally developed forms must be approved consistent with the Administrative Support Manual (ASM) and may not conflict with nationally developed forms found in handbooks and manuals.

National Arbitrator Garrett held in MB-NAT-562, January 19, 1977 (C-00427), that “the development of a new form locally to deal with stewards’ absences from assigned duties on union business—as a substitute for a national form embodied in an existing manual (and thus in conflict with that manual)—thus falls within the second paragraph of Article 19. Since the procedure there set forth has not been invoked by the Postal Service, it would follow that the form must be withdrawn.”

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

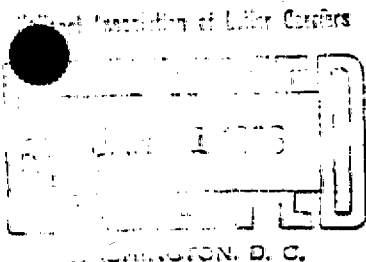
**Re: Article 19**

1. When the Postal Service provides the Union with proposed changes in handbooks, manuals, or published regulations pursuant to Article 19 of the National Agreement, the Postal Service will furnish a final draft copy of the revisions and a document that identifies the changes being made from the existing handbook, manual, or published regulation. When the handbook, manual, or published regulation is available in electronic form, the Postal Service will provide, in addition to a hard copy, an electronic version of the final draft copy clearly indicating the changes and another unmarked final draft copy of the changed provision with the changes incorporated.
2. The document that identifies the changes will indicate language that has been added, deleted, or moved, and the new location of language moved. Normally, the changes will be identified by striking through deleted language, underlining new language, and placing brackets around language that is moved, with the new location indicated. If another method of identifying the changes is used, the method will be clearly explained, and must include a means to identify which language is added, deleted, and moved, as well as the new location of any language moved.
3. When notified of a change(s) to handbooks, manuals, and published regulations, pursuant to Article 19 of the National Agreement, the Union will be notified of the purpose and anticipated impact of the change(s) on city letter carrier bargaining unit employees.
4. At the request of the Union, the parties will meet to discuss the change(s). If the Union requests a meeting on the change(s), the Union will provide the Postal Service with notice identifying the specific change(s) the Union wants to discuss.

5. Within sixty (60) days of the Union's receipt of the notice of proposed change(s), the Union will notify the Postal Service in writing of any change(s) it believes is directly related to wages, hours, or working conditions and not fair, reasonable or equitable and/or in conflict with the National Agreement. The Union may request a meeting on the change(s) at issue.
6. The Postal Service will provide the Union with a written response addressing each issue raised by the Union, pursuant to paragraph 5, within thirty (30) days of receipt, provided the Union identifies the issue(s) within sixty (60) days of the Union's receipt of the notice of proposed change(s).
7. If the Union, after receipt of the Postal Service's written response, believes the proposed change(s) violates the National Agreement, it may submit the issue to arbitration within sixty (60) days of receipt of the notice of proposed change or thirty (30) days after the Union receives the Postal Service's written response, whichever is later. If the Postal Service fails to provide a response to the Union pursuant to paragraph 6, the Union may submit the issue(s) to arbitration provided it does so within thirty (30) days after the Postal Service's response was due. The Union's appeal shall specify the change(s) it believes is not fair, reasonable or equitable and/or in conflict with the National Agreement, and shall state the basis for the appeal.
8. If modifications are made to the final draft copy as a result of meetings with employee organizations, the Postal Service will provide NALC with a revised final draft copy clearly indicating only the change(s) which is different from the final draft copy.
9. When the changes discussed in paragraph 8 are incorporated into the final version of a handbook, manual, publication, or published regulation, and there is not an additional change(s) which would require notice under Article 19, the Union will be provided a courtesy copy. In such case, a new Article 19 notice period is not necessary.
10. Lastly, in any case in which the Postal Service has affirmatively represented that there is no change(s) that directly relates to wages, hours, or working conditions pursuant to Article 19 of the National Agreement, time limits for an Article 19 appeal will not be used by the Postal Service as a procedural argument if the Union determines afterwards that there has been a change to wages, hours, or working conditions.

Nothing contained in this memorandum modifies the Postal Service's right to publish a change(s) in a handbook, manual or published regulation, sixty (60) days after notification to the Union.

Date: January 10, 2013



## UNITED STATES POSTAL SERVICE

475 L'Enfant Plaza, SW  
Washington, DC 20260

DEC 31 1985

Mr. Joseph H. Johnson, Jr.  
Director, City Delivery  
National Association of Letter  
Carriers, AFL-CIO  
100 Indiana Avenue, N.W.  
Washington, D.C. 20001-2197

Re: See Attached List

Dear Mr. Johnson:

On December 10, 1985, we met to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The issue in these grievances is whether employees on 204B assignments are required to work in the assignments exclusively for the duration of time periods shown on Forms 1723.

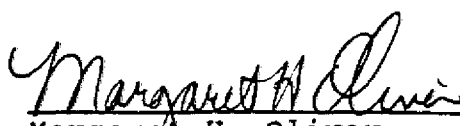
During our discussion, we mutually agreed that when an employee is detailed to a higher level (204B) by executing a Form 1723, the beginning and ending dates of the assignment are effective unless otherwise amended by a premature termination of the higher level assignment.

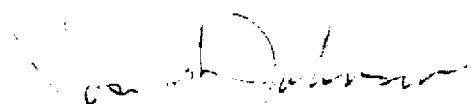
Accordingly, the cases are hereby remanded to the parties at Step 3 for application of the above and for the purpose of fashioning as appropriate remedy.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to settle these cases.

Time limits were extended by mutual consent.

Sincerely,

  
Margaret H. Oliver  
Labor Relations Department

  
Joseph H. Johnson, Jr.  
Director, City Delivery  
National Association of Letter  
Carriers, AFL-CIO



M 00537

UNITED STATES POSTAL SERVICE  
475 L'Enfant Plaza, SW  
Washington, DC 20260

Mr. Joseph H. Johnson, Jr.  
Director, City Delivery  
National Association of Letter  
Carriers, AFL-CIO  
100 Indiana Avenue, N.W.  
Washington, D.C. 20001-2197

MAY 01 1985

Re: L. Preston  
Austin, TX 78710  
H1N-3U-C 37182

Dear Mr. Johnson:

On November 28, 1984, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The issue in this grievance is whether management violated the National Agreement by utilizing a carrier craft employee as a 204(b) for a part of a day.

After further review of this matter, we agreed that there was no national interpretive issue fairly presented in this case.


The parties at this level agree that management may use a craft employee in a 204(b) assignment for less than a full day. Under Article 41, management must provide a copy of Form 1723 showing the approximate time(s) and date(s) of the detail. Any amendment to the form shall also be provided to the union.


Accordingly, we agreed to remand this case to Step 3 for further consideration by the parties. Whether or not the employee was needed as an acting supervisor at the time in dispute is a noninterpretive issue.

Please sign and return the enclosed copy of this decision as acknowledgment of our agreement to remand this grievance.

Time limits were extended by mutual consent.

Sincerely,

  
Leslie Bayliss  
Labor Relations Department

  
Joseph H. Johnson, Jr.  
Director, City Delivery  
National Association of Letter  
Carriers, AFL-CIO



M-00755

UNITED STATES POSTAL SERVICE  
Labor Relations Department  
475 L'Enfant Plaza, SW  
Washington, DC 20260-4100

Mr. Halline Overby  
Assistant Secretary-Treasurer  
National Association of  
Letter Carriers, AFL-CIO  
100 Indiana Avenue, N.W.  
Washington, DC 20001-2197

**MAY 22 1987**

Re: Class Action  
Laramie, WY 82070  
H4N-4U-C 26041

Dear Mr. Overby:

On April 23, 1987, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question in this grievance is whether management must provide copies of Form 1723 to the local union in advance of the detail it reflects.


During the discussion, we mutually agreed that the following would represent a full settlement of this case.

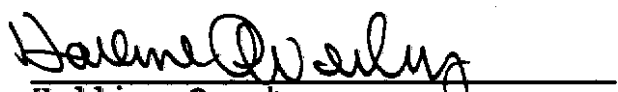
In accordance with Article 41, Section 1.A.2, of the National Agreement, Form 1723 "shall be provided to the union at the local level showing the beginning and ending times of the detail." Such copies of Form 1723 should be provided to the union in advance of the detail or modification thereto.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle this case.

Time limits were extended by mutual consent.

Sincerely,

  
Frank E. Poli  
Grievance & Arbitration  
Division

  
Halline Overby  
Assistant Secretary-Treasurer  
National Association of Letter  
Carriers, AFL-CIO



UNITED STATES POSTAL SERVICE  
Labor Relations Department  
475 L'Enfant Plaza, SW  
Washington, DC 20260-4100

Mr. Lawrence G. Hutchins  
Vice President  
National Association of  
Letter Carriers, AFL-CIO  
100 Indiana Avenue, N.W.  
Washington, DC 20001-2197

Re: H1N-5H-C 26031  
Lodi, CA

Dear Mr. Hutchins:

On January 12, 1989, we met to discuss the above-captioned grievance currently pending national level arbitration.

In full and complete settlement of this case, it is agreed:

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





Lawrence G. Hutchins

2

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle case no. H1N-5H-C 26031 and remove it from the pending national arbitration listing.

Sincerely,

  
Stephen W. Furgeson  
General Manager  
Grievance and Arbitration  
Division

  
Lawrence G. Hutchins  
Vice President  
National Association of  
Letter Carriers, AFL-CIO

DATE 1/12/89

Enclosure

RECEIVED M-01177

AUG 24 1993

CONTRACT ADMINISTRATION UNIT  
N.A.L.C. WASHINGTON, D.C.

United States Postal Service  
475 L'Enfant Plaza SW  
Washington, DC 20260

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

RE: HON-5R-C 13315  
BRANCH  
EVERETT WA 98201

Dear Mr. Sombrotto:

On several occasions, I met with your representative to discuss the above-captioned grievance at the fourth step of the contractual grievance procedure.

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

During our discussion, we agreed to the following:

1. An acting supervisor (204-B) will not be utilized in lieu of a bargaining-unit employee for the purpose of bargaining-unit overtime.
2. The PS Form 1723 shall determine the time and date an employee begins and ends the detail.
3. An employee detailed to an acting supervisory position will not perform bargaining-unit overtime immediately prior to or immediately after such detail unless all available bargaining-unit employees are utilized.
4. Due to the variety of situations that could arise, each case should be decided based on the particular facts and circumstances involved.


Therefore, this case is remanded to the parties at Step 3 for application of the above principles to the facts involved, and for further processing, including arbitration if necessary.

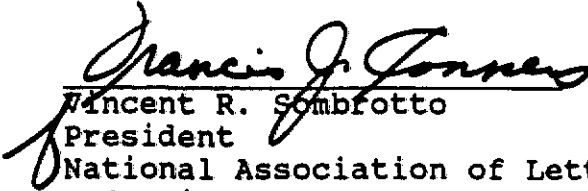
Sombrotto

2

Time limits were extended by mutual consent.

Sincerely,

  
Melissa J. Doniger  
Grievance and Arbitration  
Labor Relations

  
Vincent R. Sombrotto  
President  
National Association of Letter  
Carriers, AFL-CIO

Date: 8/30/93



M-01426

RECEIVED

MAR 19 1999

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

CONTRACT ADMINISTRATION UNIT  
N.A.L.C. WASHINGTON, D.C.

Re: D94N-4D-C 98119515  
Class Action  
Jeffersonville, IN 47130-9998

Dear Mr. Sombrotto:

On several occasions, I met with your representative to discuss the above-referenced grievance at the fourth step of our contractual grievance procedure.

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

During our discussion, we mutually agreed that no national interpretive issue was fairly presented in this case.

We also agreed that this issue has been settled between the parties through numerous Step 4 decisions as well as the pre-arbitration settlement of Case Number H0N-5R-C 13315.

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

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing in accordance with the above understanding, or to be scheduled for arbitration, as appropriate.

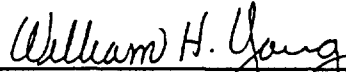
Please sign the enclosed copy of this decision as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,



Richard A. Murner  
Labor Relations Specialist  
Grievance and Arbitration



Vincent R. Sombrotto  
President  
National Association of Letter Carriers,  
AFL-CIO

Date: 4-8-99



## National Association of Letter Carriers Request for Information

To: Benedict Arnoldf Date 07/26/2022  
(Supervisor Customer Services)

NOWHERE  
(Station/Installation)

Dear Benedict Arnold,

Pursuant to Article 17 and 31 of the National Agreement, I am requesting the following information:

1. Employee Everything Report for ALL Nowhere station employees including CCAs for 07/25/2022
2. DMS Route Detail Report for route 0813 for 07/25/2022
3. All PS Form 1723 for Benedict Arnold
4. Third quarter 2022 overtime desired list for Nowhere station
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. All information can be emailed to Bad A\*\* at BadA\*\*@union.com

I am making this request on behalf of the following employee / employees:

Class Action ☒ Grievant ☒

I am making this request based on the following reason:

1. 204 performing bargaining unit work

Your cooperation in this matter will be greatly appreciated. If you have any questions concerning this request, or if I may be of assistance to you in some other way, please feel free to contact me.

Sincerely,

Bad A\*\*  
Shop Steward  
NALC

Request received by: \_\_\_\_\_  
(Supervisor)

Date: \_\_\_\_\_



## National Association of Letter Carriers Request for Steward Time

To: Benedict Arnold Date: 07/26/2022  
(Supervisor Customer Services)

Nowhere  
(Station/Post Office)

Dear Big Jack A,

Pursuant to Article 17 of the National Agreement, I am requesting the following steward time to:

Investigate a Grievance ☒ Write & Prepare a Grievance ☒ Interview Witnesses ☒

I anticipate needing approximately 4 (hours) of steward time, which needs to be scheduled no later than \_\_\_\_\_. In the event more steward time is needed, I will inform you as soon as possible.

Individuals the union needs to interview:  
Benedict Arnold

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Your cooperation in this matter will be greatly appreciated. If you have any questions concerning this request, or if I may be of assistance to you in some other way, please feel free to contact me.

Sincerely,

Bad A\*\*  
Shop Steward  
NALC

Request received by: \_\_\_\_\_  
(Supervisor)

Date: \_\_\_\_\_





## National Association of Letter Carriers Request for Informal A Meeting

To: Big Jack A  
(Manager/Supervisor)

Date 08/05/2022

Nowhere  
(Station/Post Office)

Last day for Informal Step A Meeting: 08/05/2022  
(14<sup>th</sup> day)

Grievant/Class: Class

NALC Grievance #: \_\_\_\_\_

Pursuant to Articles 15, 17 and 31 of the National Agreement, I am requesting to discuss the above referenced dispute at an Informal Step A Meeting:

Meeting scheduled for 08/05/2022 with Big Jack A.  
(Mutually agreed upon date/time) (Manager/Supervisor)

Your cooperation in this matter will be greatly appreciated. If you have any questions concerning this request, or if I may be of assistance to you in some other way, please feel free to contact me.

Sincerely,

Bad A\*\*

\_\_\_\_\_  
Request received by:

Shop Steward  
NALC

Date: \_\_\_\_\_



## INFORMAL STEP A RESOLUTION FORM

GRIEVANT NAME: CLASS ACTION

GRIEVANCE NUMBER:

STATION/POST OFFICE: NOWHERE / ANYTOWN

DATE OF DECISION: AUGUST 5, 2022

The issue of this grievance pertains to:

1. DID MANAGEMENT VIOLATE MEMORANDUM OF UNDERSTANDING (M-01517), AND STEP 4 AGREEMENTS (M-01359), (M-01177), (M-00891), AND (M-00450) VIA ARTICLE 19 OF THE COLLECTIVE BARGAINING AGREEMENT WHEN 204B BENEDICT ARNOLD PERFORMED BARGAINING UNIT EMPLOYEE WORK ON MONDAY, JULY 25, 2022? IF SO, WHAT IS THE APPROPRIATE REMEDY?
2. DID MANAGEMENT VIOLATE ARTICLE 1.5 OF THE COLLECTIVE BARGAINING AGREEMENT WHEN 204B BENEDICT ARNOLD PERFORMED BARGAINING UNIT EMPLOYEE WORK ON MONDAY, JULY 25, 2022? IF SO, WHAT IS THE APPROPRIATE REMEDY?

As a result of an Informal Step A meeting of the Dispute Resolution Process we the parties agree to the following resolution of this grievance:

1. MANAGEMENT WILL CEASE AND DESIST VIOLATING ARTICLE 1 OF THE COLLECTIVE BARGAINING AGREEMENT.
2. MANAGEMENT AGREES TO PAY THE FOLLOWING CARRIERS THE LISTED AMOUNTS FOR THE VIOLATION:

D. ARNOLD: \$104.00

C. HINTON: \$104.00

B. SMITH: \$104.00

E. HARRISON: \$78.00

R. SWANSON: \$26.00

3. THIS SETTLEMENT AGREEMENT IS CITABLE.

---

NALC REPRESENTATIVE

---

USPS REPRESENTATIVE