

ATTACHMENT D

TRANSITIONAL EMPLOYEE ANNUAL LEAVE PROVISIONS:

I. GENERAL

A. Purpose. Annual leave is provided to transitional employees for rest, recreation, emergency purposes, and illness or injury.

1. Accrual of Annual Leave. Transitional employees earn annual leave based on the number of hours in which they are in a pay status in each pay period.

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

2. Biweekly Crediting. Annual leave accrues and is credited in whole hours at the end of each biweekly pay period.
3. Payment For Accumulated Annual Leave. A separating transitional employee may receive a lump-sum payment for accumulated annual leave subject to the following condition:
 - a. A transitional employee whose separation is effective before the last Friday of a pay period does not receive credit or terminal leave payment for the leave that would have accrued during that pay period.

II. AUTHORIZING ANNUAL LEAVE

- A. General. Except for emergencies, annual leave for transitional employees must be requested on Form 3971 and approved in advance by the appropriate supervisor.
- B. Emergencies and Illness or Injury. An exception to the advance approval requirement is made for emergencies and illness or injury; however, in these situations, the transitional employee must notify appropriate postal authorities as soon as possible as to the emergency or illness/injury and the expected duration of the absence. As soon as possible after return to duty, transitional employees must submit Form 3971 and explain the reason for the emergency or illness/injury to their supervisor. Supervisors approve or disapprove the leave request. When the request is disapproved, the absence may be recorded as AWOL at the discretion of the supervisor as outlined in Section IV.B below.

III. UNSCHEDULED ABSENCE

- A. Definition. Unscheduled absences are any absences from work that are not requested and approved in advance.
- B. Transitional Employee Responsibilities. Transitional employees are expected to maintain their assigned schedule and must make every effort to avoid unscheduled absences. In addition, transitional employees must provide acceptable evidence for absences when required.

IV. FORM 3971, REQUEST FOR, OR NOTIFICATION OF, ABSENCE

- A. Purpose. Application for annual leave is made in writing, in duplicate, on Form 3971, Request for, or Notification of, Absence.
- B. Approval/Disapproval. The supervisor is responsible for approving or disapproving application for annual leave by signing Form 3971, a copy of which is given to the transitional employee. If a supervisor does not approve an applica-

tion for leave, the disapproved block on Form 3971 is checked and the reasons given in writing in the space provided. When a request is disapproved, the reasons for disapproval must be noted. AWOL determinations must be similarly noted.

The following articles and portions of articles of the National Agreement as they appear in bold face print below apply to transitional employees:

Article 1

Article 2

Article 3

Article 5

Article 7, as follows:

**ARTICLE 7
EMPLOYEE CLASSIFICATION**

Section 1. Definition and Use

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D. Transitional Work Force—NALC

1. The transitional work force shall be comprised of noncareer, bargaining unit employees utilized to fill vacated assignments as follows:
 - a. Transitional employees may be used to cover duty assignments which are due to be eliminated by automation and residual vacancies withheld pursuant to Article 12.
 - b. Transitional employees may be used to replace part-time attrition. Over the course of a pay period, the Employer will make every effort to ensure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to transitional employees working in the same work location and on the same tour, provided that the reporting guarantee for transitional employee is met.
2. Transitional employees shall be hired pursuant to such procedures as the Employer may establish. They will be hired for a term not to exceed 359 calendar days for each appointment. Transitional employees will have a break in service of at least 6 days between appointments.

Article 8, as follows:

**ARTICLE 8
HOURS OF WORK**

Section 3. Exceptions

The above shall not apply to part-time employees and transitional employees. Part-time employees will be scheduled in accordance with the above rules, except they may be scheduled for less than eight (8) hours per service day and less than forty (40) hours per normal work week.

Transitional employees will be scheduled in accordance with Section 2, A and B, of this Article.

Section 4 A. B. C. E & F will apply.

Section 7 will apply.

Section 8.D.

In the Letter Carrier Craft, any transitional employee who is scheduled to work and who reports for work shall be guaranteed four (4) hours' work or pay.

Section 9 - will apply.

Article 9, as follows:

**ARTICLE 9
SALARIES AND WAGES**

Section 11. NALC Transitional Employees

During the term of the 1990 Agreement, NALC transitional employees' hourly rate will be as provided in this section.

- A. Transitional employees hired during the life of this agreement will be hired at Level 5, Step A, part-time flexible employee base hourly rate.
- B. Transitional employees will be paid at Step A of the part-time flexible employee base hourly rate of the position to which they are assigned.

Article 11, as follows:

**ARTICLE 11
HOLIDAYS**

Section 6. Holiday Schedule

- D. Qualified transitional employees will be scheduled for work on a holiday or designated holiday after all full-time volunteers are scheduled to work on their holiday or designated holiday. They will be scheduled, to the extent possible, prior to any full-time volunteers or nonvolunteers being scheduled to work a nonscheduled day or any full-time nonvolunteers being required to work their holiday or designated holiday. If the parties have locally negotiated a pecking order that would schedule full-time volunteers on a nonscheduled day, the Local Memorandum of Understanding will apply.

Article 14

Article 15

Article 17 Sections 2, 6, and 7

Article 18

Article 19, as follows:

**ARTICLE 19
HANDBOOKS AND MANUALS**

New paragraph 3:

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 transitional employees only to the extent consistent with other rights and characteristics of transitional employees negotiated 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 transitional employees pursuant to the same standards and procedures found in Article 19 of this Agreement.

Article 20

Article 22

Article 23

Article 24

Article 26, as follows:

**ARTICLE 26
UNIFORMS AND WORK CLOTHES**

Section 6. Transitional Employee - NALC

In the event that the Postal Service requires transitional employees to wear uniform items, the Postal Service, at its option, may provide such uniform items, which will be returned at the time of separation, or the transitional employee must purchase such uniform items. For each three months of service during the first term of appointment the transitional employee will be reimbursed up to 25 percent of the \$229 uniform allowance. The transitional employee must document the cost of such purchases and have the immediate supervisor verify such expenditures in order to receive any pro rata reimbursement.

Article 27

Article 28

Article 31

Article 32

Article 34

Article 36

Article 42

Article 43

Only the following Memorandums of Understanding from the 1990 National Agreement shall apply to Transitional Employees:

Use of Privately Owned Vehicles
Leave Sharing
Interest on Back Pay
Processing Post-Removal Grievances

CONCLUSION

The foregoing represents the Award of the Panel. The Panel members understand and agree that their deliberations which resulted in this Award shall not be referred to in any manner for the purpose of interpreting the provisions of this Award and the resulting Agreement.

Dated this 16th day of January 1992.



Richard Mittenenthal

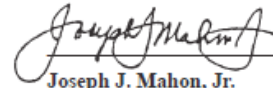
Chairman



Bruce H. Simon

Concurring in part
and dissenting in part

(Partial dissents omitted)



Joseph J. Mahon, Jr.

Concurring in part
and dissenting in part