



*The*

*Region 2*

*“Black Book”*

- 001 Temporary supervisors (204-Bs) continue to accrue seniority in their craft during the time they serve as temporary supervisors.**  
True — [C-03227](#) (National Arbitrator Mittenhal N8N-A-0383 04/23/81)
- 002 A 204-B working in the city letter carrier craft can voluntarily waive out-of-schedule pay while on detail to a higher level assignment and if worked outside of their bid schedule.**  
False — [C-00161](#) (National Arbitrator Gamser AB C 341 07/27/75) and [JCAM page 8-6](#)  
The only provision for waiving out-of-schedule pay is when the individual assigned to the higher level detail fills out a *Form 3189*, which is then signed by both the employee **and** the steward. Stewards should not sign the *Form 3189* in these circumstances.
- 003 Management is under no obligation to inform the Union of who has been assigned to 204-B status.**  
False — [M-00030](#) (Step 4 NCS 9638 02/09/77), [M-00357](#) (Step 4 12/31/85) and [Article 41.1.A.2](#)  
Management is contractually bound to provide the local union with copies of *Form 1723* which includes the employee's name, as well as the beginning and ending dates of the higher level assignment.
- 004 Management may use a craft employee in a 204-B assignment for less than a full day.**  
True — [M-00537](#) (Step 4 H1N-3U-C 37182 05/01/05)  
Any amendment to *Form 1723* must be provided to the union.
- 005 An "Officer in Charge" assignment is regarded as a temporary detail per Article 41, Section 1.A.2. of the National Agreement.**  
True — [M-00249](#) (Step 4 H1N-5D-C 3290 07/09/82)
- 006 A 204-B may not serve as the management representative in a Informal Step A grievance meeting per Article 15, Section 2, Informal Step (a) of the National Agreement.**  
False — [M-00824](#) (Step 4 H4N-5E-C 36561 02/26/88)
- 007 A 204-B may serve as a 204-B for an unlimited time and still retain their bid assignment as a letter carrier.**  
False — [Article 41.1.A.2](#)  
A 204-B assigned as a temporary supervisor may **not** serve in that capacity in excess of four months, or their route is declared vacant and should be posted for bid in accordance with *Article 41*. If the individual returns to the craft after that date, they are an Unassigned Regular. That individual may rebid their assignment if they are working as a letter carrier during the job posting.
- 008 A 204-B may return to their route for a short period of time in order to circumvent the intent of Article 41.1.A.2.**  
False — [M-00011](#) (Step 4 NCW 8287 10/27/77)
- 009 Management may not prematurely terminate a 204-B assignment.**  
False — [M-00789](#) (Pre-arb H1N-3U-C 34332 12/13/87)
- 010 A 204-B may not be utilized in lieu of a bargaining unit employee for the purpose of bargaining unit overtime.**  
True — [M-00506](#) (Pre-Arb H1C-5G-C 5929 03/02/83)  
An employee detailed to an acting supervisory position cannot perform bargaining unit overtime immediately before, or after, their detail unless all available bargaining unit employees are utilized.
- 011 A 204-B may not sign the overtime desired list.**  
False — [M-00747](#) (Step 4 H4N-3N-C 38394 04/15/87)  
A letter carrier may sign the overtime desired list according to *Article 8, Section 5.A.*, if they are **not** in a 204-B status during the sign-up period. They may not perform overtime within the letter carrier craft within the beginning and ending times of *Form 1723*.

- 012 A 204-B may not opt for available temporary assignments of five days or more.**  
True — [M-00552](#) (Step 4 H1N-4B-C 16840 10/24/83)
- 013 A 204-B may not bid on vacant letter carrier craft duty assignments.**  
True — [M-00016](#) (Pre-Arb NC-NAT-8581) and Article 41.1.A.2  
There is nothing that would prohibit the 204-B from voluntarily terminating their assignment and returning to their craft position in order to exercise a bid under Article 41.
- 014 A 204-B who is disciplined for an act while actually serving as a supervisor is represented by the NAPS.**  
False — [JCAM page 1-3](#)  
Per *Article 1* of the National Agreement, until the 204-B becomes a permanent supervisor, they are represented by the appropriate craft union.
- 015 When supervisors perform craft work in violation of *Article 1*, there is no remedy if the amount of time is de minimis.**  
True — [JCAM page 1-5](#)  
If, however, the amount of time is not de minimis, the employee identified by the parties will be compensated the appropriate rate for an amount of time equal to the amount of time the supervisor spent performing bargaining unit work.
- 016 Supervisors may case mail into letter carrier cases.**  
False — [M-00832](#) (Step 4 H7N-2M-C 443 05/17/88) and [JCAM page 1-6](#)  
If the phrase “distribution tasks” or “may personally perform non-supervisory tasks” is found in the supervisor’s position description, this does not mean casing of mail in letter carrier cases.
- 017 Supervisors may change labels on carrier cases.**  
False — [M-00204](#) (USPS Letter 01/28/77), [M-00203](#) (NC-S-4482 01/19/77), [M-00691](#) (NCS 4482 02/08/77), and [C-03329](#) (National Arbitrator Aaron H1N-3Q-C 1288 03/16/83)
- 018 There is no provision to pay employees for time lost as a result of supervisors doing bargaining unit work.**  
False — [M-00206](#) (Memorandum 11/24/78) and [JCAM page 1-5](#)  
As long as such time is not “de minimis,” the employees who should have been assigned the work are paid for the time involved.
- 019 Supervisors are prohibited from delivering Express Mail.**  
False — [M-00870](#) (pre-arb H4N-3U-C 25828 11/01/88)  
Supervisors may deliver Express Mail, but only in accordance with *Article 1.6*.
- 020 Individuals who have been discharged and are awaiting the disposition of their case may not bid for craft assignments.**  
False — [C-00432](#) (National Arbitrator Mitten-thal H1C-3W-C 10155 09/27/83)
- 021 A full-time reserve or unassigned regular letter carrier who has opted for an assignment per *Article 41.2.B.3*, must work the duty assignment for the duration and may not bid on other full-time duty assignments.**  
False — [M-00669](#) (Step 4 H1N-5G-C 22641 02/24/87), [JCAM page 41-12](#)  
Such a full-time employee has the right to bid full-time duty assignments even though on the opt. If their seniority allows them to secure such a full-time bid assignment, then the individual is placed into such assignment according to *Article 41, Section 1.C.3*.  
The resultant vacant opt is then filled pursuant to the provisions of *Article 41, Section 2.B.3-5*, provided there are 5 or more days remaining in the hold down.
- 022 A regular letter carrier who is temporarily disabled is not allowed to bid for, and be awarded, a full-time letter carrier bid assignment.**  
False — [M-00752](#) (Memorandum 3/16/87)

After an individual is awarded a full-time bid assignment as a result of the exercise of their seniority, and they are unable to immediately assume the duties therein, the Postal Service may require medical certification which would indicate whether or not that individual will be physically able to carry the route within the first six month period.

If after six months the individual is still physically unable, medical certification may also be required for another six-month period which would indicate whether or not the individual would be physically able to do the duties of the position.

After a year if the individual is still physically unable to carry their assignment then the bid is vacated and re-posted per *Article 41*. That individual may **not** bid for the job.

- 023 Carriers may be designated a successful bidder not more than seven times during the duration of this National Agreement (2001-2006).**

False — [Article 12.3](#)

Carriers may have additional bids for higher level positions, elimination or reposting of the employee's duty assignment, or when assigned to a station closer to home.

- 024 A letter carrier may designate the "line of travel" as the approximate break location for their street breaks.**

True — [M-00138](#) (Letter 5/10/79)

- 025 A street break may not be taken in the office.**

False — [M-00424](#) (Step 4 N8-W-0312 06/11/80) and [M-00527](#) (Step 4 H1N-3U-C 32763 09/10/84)

- 026 Breaks must be recorded on *Form 1564A* and shall have a specific time noted on the form as to when they must be taken.**

False — [M-00134](#) (Letter 2/21/79)

Specific times must be indicated for lunches but not for breaks.

- 027 Breaks may not be taken in conjunction with a lunch period.**

True — [M-00834](#) (Pre-Arb H4N-3Q-C 40722 02/02/88) and [M-39 242.341](#)

- 028 A PTF will only be allowed to take a break if they work a minimum of eight hours.**

False — [M-00618](#) (Step 4 H4N-5L-C 1316 11/13/85)

It is agreed that breaks can be taken on a pro rata basis which would be five minutes for each two hours worked.

- 029 Personal comfort stops are deducted from total street time during route examinations.**

False — [M-00242](#) (Step 4 NCE 2097 09/13/76)

- 030 The Union must furnish its own bulletin board if they desire one in the installation.**

False — [Article 22](#)

It is the Employer's responsibility to furnish bulletin boards for each of the Unions for their own use if space is available.

- 031 The Union may not post the names of non-members on its bulletin board.**

False — [C-03224](#) (National Arbitrator Gamser N8-W-0214 07/14/81) and [JCAM page 22-1](#)

The Union may post the names of non-members on its bulletin board as long as the Postal Service cannot prove that the material is unsuitable because it has caused, or will cause, an adverse impact upon the Service to direct the work-force or manage its operations efficiently.

- 032 Recommended political candidates may be listed on NALC bulletin boards regardless of political affiliation.**

True — [M-01159](#) (Step 4 WON-5R-C 15397 12/16/93)

- 033 If a casual works on Monday of a work week for eight hours and a PTF is not scheduled that day, a violation of the Contract has occurred.**

False — [C-08403](#) (National Arbitrator Gamser ACC 13148 12/20/79) and [JCAM page 7-3](#)

National Arbitrator Gamser concluded that the National Agreement does not require that all PTFs at an installation must receive 40 hours at the straight time rate before any casual is **scheduled**.

**034 PTF letter carriers are guaranteed forty hours of work at the straight time rates before casual employees may be scheduled.**

False — [C-00403](#) (National Arbitrator Gamser ACC 13148 12/20/79) and [JCAM page 7-3](#)

**035 When PTF letter carriers do not get 40 hours a week, they should be used in the clerk craft before a casual is used in that capacity.**

True — [C-01215](#) (Regional Arbitrator Goldstein C8N-4K-C 14627 01/27/82)

**036 PTF employees should be used across craft lines before using casu- als.**

True — [M-00312](#) (Memorandum 6/22/76 – Conway)

**037 ODL employees must be maximized prior to using casu- als.**

False — [C-03246](#) (National Arbitrator Gamser NN-731 07/01/73), [C-00675](#) (APWU National Arbitrator Zumas H1C-4K-C 27344 11/21/85)

**038 Casu- als are either letter carriers or clerks.**

False — [JCAM page 7-4](#), [M-01541](#) (D94N-4D-C 98000707 06/21/05)

Casuals may work in both crafts, however they must be so designated when hired. Casuals employed in another craft may not be utilized in the letter carrier craft unless properly designated at the time they were appointed.

**039 Management may work employees across craft lines without restriction in offices of less than 100 employees.**

False — [C-05959](#) (Regional Arbitrator Rotenberg C4N-4C-C 63 12/31/85)

The restrictions found in *Article 7* regarding management's rights to work employees across craft lines apply regardless of the size of the office or any past practice to the contrary.

**040 When management combines work from different crafts to make a full-time position, they must first get the approval of the crafts involved.**

False — [Article 7.2.A](#)

*Article 7* only requires management to inform the Unions in advance of the reasons for combining such work.

**041 RCA's are prohibited from working in the carrier craft.**

False — [M-01193](#) (Step 4 H9ON-4H-C-93019498 07/24/94)

In emergency circumstances, RCA's can work in the carrier craft. Also, under a temporary dual appointment per *ELM 323.61*.

Note: 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."

**042 Discipline must be corrective in nature, rather than punitive.**

True — [JCAM Page 16-2](#)

For most offenses, management must issue discipline in a "progressive" fashion. "Progressive" is demonstrated by issuing lesser discipline, such as a Letter of Warning, for a first offense, followed by a pattern of increasingly severe discipline for succeeding offenses.

**043 Discussions with employees are not discipline and are not grievable.**

True — [Article 16.2](#) and [M-00548](#) (Settlement Agreement N8C-1M-C 3719 05/12/81)

It is important to note that any information about those discussions shall not be included in the employee's personnel folder, and discussions are held in private. Also, instructions given during the discussion that violate the National Agreement should be grieved.

**044 A one-day count and inspection may not be used as the sole basis to establish a standard against which the carrier's performance may be measured for disciplinary purposes.**

True — [M-00829](#) (Step 4 H1N-5B-C 29131 04/15/86)

*M-39, Section 141.2* allows for a one-day count to determine office performance but there is absolutely no contractual provision for a one-day count and inspection. *Form 3999s* may be completed throughout the year.



- 045 Linear daily volume estimates may not be utilized to constitute the sole basis for disciplinary action.**  
 True — [M-00394](#) (Letter 8/22/79) and [M-01444](#) (Step 4 Q94N-4Q-C 99022154 07/30/01)  
 The same remains true for estimates entered into DOIS.
- 046 Management may discipline a Carrier for failure to meet the “18 and 8” casing standards.**  
 False — [M-00386](#) (Step 4NC-NAT-6811 07/11/77)  
 The NALC’s position has always been, and remains, that the only basis for disciplining a carrier relative to casing standards is “unsatisfactory effort.”
- 047 Disabled veterans who are employed by the Postal Service have additional protections relative to the use of sick leave and leave without pay.**  
 True — [M-00165](#) (Executive Order 5396 – Herbert Hoover), [M-00787](#) (Step 4 H4N-2N-D 30557 03/19/87), [ELM 514.22](#)  
 Since 1930 there has been a legal protection for disabled veterans if they present a statement from their doctor proving that medical treatment is required. They will be allowed to take sick leave and leave without pay for their treatment without any penalty in efficiency ratings.
- 048 Where an employee meets the criteria of *M-39, Section 271.g* and requests a special route inspection in writing, discipline for excessive office or street time is inappropriate.**  
 True — [C-05952](#) (Regional Arbitrator Levak W4N-5B-D 3530 12/19/85), [C-07603](#) (Regional Arbitrator Levak W4N-5R-D 44413 11/30/87)
- 049 Emergency suspensions are subject to review and concurrence the same as regular suspensions.**  
 True — [C-05164](#) (Regional Arbitrator LeWinter S1N-3W-D 45373 09/19/85)
- 050 Discipline must be effected within fourteen days of the date it occurred.**  
 False — [C-01520](#) (National Arbitrator Garrett NE-83 07/26/72), [C-07106](#) (Arbitrator Howard E4N-2U-D 33715 05/08/87 and [JCAM page 16-2](#)  
 However, discipline must be timely without extended delays.
- 051 Absences for Family Medical Leave purposes may be cited in the issuance of discipline.**  
 False — [C-14107](#) (Regional Arbitrator Lurie H90N-4H-D 94068273 11/27/94), [29 CFR 825.220](#)  
 FMLA absences are excused for up to a total of 12 weeks. No discipline may be issued based on FMLA leave.
- 052 Insubordination, in and of itself, is grounds for an emergency suspension.**  
 False — [C-10423](#) (Regional Arbitrator Parkinson LC90119PG 11/09/90) and [C-10293](#) (Regional Arbitrator Howard 09/26/90)
- 053 An employee may be removed at any time for a disability.**  
 False — [C-00145](#) (Regional Arbitrator Levak W4C-5D-D 947 07/16/85) and [Article 16.1](#)  
 No employee may be discharged except for just cause.
- 054 Management has no responsibility to “reasonably accommodate” a qualified handicapped person.**  
 False — [Article 2.1](#)  
*Article 2* creates a requirement that the Postal Service must reasonably accommodate a “qualified handicapped person” because of the incorporation of the *Rehabilitation Act of 1973* as amended in 1975.
- 055 If a grievance is filed protesting discrimination on the basis of one of the categories listed in *Article 2*, such grievance must be initiated at Informal Step A with the immediate supervisor.**  
 False — [Article 2.3](#)  
*Article 2, Section 3* states that a discrimination grievance may be filed at Formal Step A within 14 days of the alleged discrimination.

- 056 If a carrier is discriminated against for reasons of race, creed, color, religion, national origin, sex, age or marital status, the employee may file a grievance on this discrimination.**  
True — [Article 2.1](#)  
The carrier should also consider filing an EEO Complaint.
- 057 Settlement of an EEO complaint bars further processing of a grievance on the same subject.**  
False — [M-00818](#) (Step 4 H4N-3U-D 28338 02/11/88), [M-00770](#) (Step 4 H4N-3U-D 25076 04/15/87) and [JCAM page 16-11](#)
- 058 Management has no obligation to maintain DPS quality after obtaining the initial threshold percentage.**  
False — [M-01225](#) (Step 4 H90N-4H-C 94050275 05/09/95)
- 059 Management may only use current route inspection data in implementing DPS.**  
True — [M-01221](#) (Step 4 C90N-4C-C-94038561 07/25/95)
- 060 The Postal Service requires random drug testing of all present employees.**  
False — [M-00653](#) (USPS Memorandum 8/6/86)  
This provision prohibits across the board random drug testing of present employees under any circumstances.
- 061 The Service may test certain drivers for drugs.**  
True — [MI PO-720-95-2](#) (09/29/95)  
*The Omnibus Transportation Employee Testing Act of 1991* requires alcohol and drug testing of safety-sensitive employees in the motor industry. The *Department of Transportation (DOT)* published rules mandating anti-drug and alcohol misuse prevention programs in February 1994.  
The February 1994 rules required that implementation begin on January 1, 1995, for employers of fifty or more safety-sensitive employees.
- A safety-sensitive employee, for the purpose of these regulations, may be defined as one who holds a *Commercial Driver's License (CDL)* and who drives a vehicle in excess of 26,000 pounds Gross Vehicle Weight Rating (GVWR).
- 062 Linear measurement evaluations may be the basis for an Article 16.2 discussions concerning the letter carrier's efficiency.**  
False — [C-04547](#) (Regional Arbitrator LeWinter S1N-3W-D 26096 11/28/84)  
No discussion using linear measurement or DUVRS as a basis for discipline may be held pursuant to *Article 16, Section 2*. The appropriate way to determine the office efficiency of a letter carrier is to apply *M-39 Section 141.2* which allows a one-day count.
- 063 Reference volume alone may be used as the basis to substantiate wrongful expansion of street time.**  
False — [M-00600](#) (National Joint City Delivery Meeting Minutes 11/16/83)
- 064 DUVRS or linear measurement is to be eliminated as a consideration in the determination of discipline.**  
True — [C-04547](#) (Regional Arbitrator LeWinter S1N-3W-D 26096 11/28/84)
- 065 The workload assessment process, in certain instances, may be used to replace the route inspection process.**  
False — [M-01233](#) (Step 4 H90N-4H-C 95076866 12/13/95)
- 066 A meeting with an EEO counselor may only be done off-the-clock and may not include the complainants representative.**  
False — [M-00493](#) (Step 4 H1N-3U-C 18530 03/12/84) and [EL-603 2.1.27.1.c](#)  
Both the complainant and the representative will be allowed reasonable time to meet with an EEO counselor as long as the meeting is held within the employee's regular working hours.
- 067 An EEO settlement automatically voids a grievance if the issues or remedies are the same.**  
False — [M-00770](#) (Step 4 H4N-3U-D 25076 04/15/87)

- A Union representative may not agree through the grievance procedure to nullify an EEO complaint without the EEO complainant's consent.
- 068 Probationary employees may not file a complaint with the EEOC regarding separation.**  
False — [Article 12.1.A](#)  
*Article 12, Section 1.A* restricts access to the grievance procedure regarding separation. However, the National Agreement does not prohibit a probationary employee from exercising any other type of appeal.
- 069 An “emergency” is contractually defined as “any incident which could not be foreseen.”**  
False — [M-00105](#) (Step 4 NCS 12632 11/16/78), [C-03633](#) (Regional Arbitrator Holly S1N-3U-C 14096 08/05/83) and [Article 3.F](#)  
*Article 3.F.* defines an emergency as being an unforeseen circumstance or combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.
- 070 Management may refer an individual to the EAP program and require that continued attendance be a condition of employment.**  
False — [JCAM page 35-2](#)  
EAP Counselor services are available, through voluntary self-referrals, to letter carriers and their family members. A management official may also refer an employee to EAP. However, participation is entirely voluntary.  
*Article 35* includes the joint understanding of the EAP program and underscores the necessity of local branches to include in their defense of employees who are disciplined for any reason to attempt to determine, as soon as possible, if the individual has an alcohol or drug program.  
Include *Article 35* as a possible defense because the language clearly allows for favorable consideration of voluntary participation in such programs in disciplinary actions.
- 071 Automobiles, and contents thereof, are covered under employee claims.**  
False — [Article 27](#)  
Such losses may be recovered through the filing of a tort claim
- 072 Bicycles are considered “privately owned vehicles” for the purposes of Article 27.**  
False — [JCAM page 27-2](#) and [M-01440](#) (Pre-arb F90N-4F-C 95004286 04/19/01)
- 073 An employee may not seek reimbursement for loss or damage to personal property while on duty or while on postal premises.**  
False — [Article 27](#) and [ELM 642](#)  
Employees shall fill out *Form 2146, Employee Claim for Personal Property*, and seek statements from both their immediate supervisor and the steward so that the claim should be documented and proper recommendations made to the Step B team.
- 074 Torn or ripped uniforms qualify for employee claims.**  
True — [C-04462](#) (Regional Arbitrator Caraway S1N-3A-C 10700 10/09/84) and [C-02686](#) (Regional Arbitrator Garaway S1N-3T-C 107 12/21/82)
- 075 An employee may file a claim under Article 27 for up to six months from the date of loss or damage.**  
False — [Article 27](#)  
An employee claim must be initiated within 14 days.
- 076 An employee may only file a grievance to challenge a Letter of Demand.**  
False — [ELM 437.1](#) and [JCAM page 28-2](#)  
An employee, in addition, may file *Form 3074*, available from their installation head, requesting a waiver of an overpayment.
- 077 When a Letter of Demand is issued to an employee, the employee must immediately make restitution and then grieve for repayment.**  
False — [M-01192](#) (Memorandum 7/94) and [Article 28.4](#)  
*Article 28, Section 4* provides the employer will delay collection of the monies until disposition of the grievance has been made.



- 078 An employee may not be held financially liable for any loss, rifling, damage, wrong delivery of the mails, or failure to collect or remit COD funds, if the employee exercises reasonable care.**  
True — [Article 28.2](#)
- 079 If a special delivery craft exists in an installation, they have exclusive jurisdiction over delivery of Express Mail.**  
False — [C-13863](#) (National Arbitrator Mittenthal H7S-3A-C 24946 9/29/94) and [M-00870](#) (Pre-arb H4N-3U-C 25828 11/01/88)  
Management has not designated the pickup and delivery of Express Mail to any specific craft.
- 080 The Postal Service may schedule a fitness-for-duty examination (FFD) at any time per their discretion.**  
False — [ELM 864.32](#)  
The Service's right to order fitness for duty examinations is limited under the Family Medical Leave Act.
- 081 An employee may not be scheduled for a FFD on their non-scheduled day.**  
False — [M-00356](#) (Step 4 H1N-5F-C 29072 05/23/85) and [M-00094](#) (Step 4 H1C-5F-C 9268 11/14/84)  
The Postal Service may schedule employees for fitness-for-duty exams on non-scheduled days.
- 082 When an employee is called in for a FFD on a non-scheduled day, the Postal Service must guarantee them eight hours pay.**  
False — [M-00094](#) (Step 4 H1C-5F-C 9268 11/14/84), [M-00550](#) (Step 4 H1C-4F-C 19109 10/11/83) and [M-00356](#) (Step 4 H1N-5F-C 29072 05/23/85)  
The Postal Service is allowed to pay these individuals only for the time taking the examination, including travel time.
- 083 In the case of a limited duty carrier, they may not be required to undergo an FFD during non-work hours.**  
True — [M-01161](#) (pre-arb H7N-5F-C 26185 12/10/93)
- 084 Management may not issue forms locally, nor locally revise existing forms.**  
False — [ASM 325.12](#)  
Such forms must be either promulgated or revised per *Sections 324 and 325* of the Administrative Support Manual. If such forms are not properly revised according to that section, then the forms are grievable and should not be allowed.
- 085 Form CA-8 must be obtained by the employee from the Office of Workers' Compensation Programs.**  
False — [M-00797](#) (Step 4 H4C-3A-C 25605 04/03/87)  
The *Form CA-8* should be available to all employees on all tours.
- 086 Only letter carriers may re-label cases and fill out the Form 313.**  
True — [C-03329](#) (National Arbitrator Aaron H1N-3Q-C 1288 3/16/83), [M-01377](#) (Step 4 G94N-4G-C 97067155 2/22/99) and [M-00967](#) (USPS Letter 11/89)
- 087 Form 1187 may not be filled out by employees on the clock.**  
False — [M-00317](#) (Step 4 H4N-4J-C 2536 07/19/85) and [JCAM page 17-8](#)  
Completion of the *Form 1187* is permitted by employees during orientation.
- 088 Form 1571 is a defunct form and should not be utilized by carriers.**  
False — [M-00413](#) (Step 4 H1N-5F-C 12482 10/28/83), [M-41 131.44](#)  
*Forms 1571* are still in use and should be filled out on the day to which they apply.
- 089 Form 1723, which indicates an individual assigned to higher level details as a 204-B, is to be sent to the Regional Office of the NALC.**  
False — [JCAM page 41-3](#), [M-00755](#) (Step 4 H4N-4U-C 26041 05/22/87)

The local union shall receive copies of the *Form 1723*, as well as any modifications made due to premature ending of the employee's assignment or any other reason.

**090 *Form 1750, which is utilized to evaluate probationary employees, may be used to evaluate employees who are not probationary.***

False — [M-00020](#) (Step 4 NC-C-9547 3/3/78)  
Only probationary employees are evaluated using *Form 1750*.

**091 *Employees may be required to complete Form 2488, Authorization for Medical Report.***

False — [M-01441](#) (Pre-arb D90N-4D-C 94025408 04/19/01)

The Privacy Act statement on the *Form 2488* makes clear that completion is voluntary. There is virtually no reason why any employee should ever grant the Postal Service unfettered access to medical records.

**092 *An individual called in on their non-scheduled day may negate the Article 8 guarantees by filling out Form 3971 for personal reasons.***

True — [M-00119](#) (Step 4 NCS 12428 11/21/78), [M-00879](#) (Step 4 H4N-2D-C 40885 11/14/88), [M-01210](#) (Step 4H90N-4H-C 94042984 1/5/95) and [JCAM page 8-24](#)

Management may not solicit employees to work less than their call in guarantee, nor may employees be scheduled to work if they are not available to work the entire guarantee. However, an employee may waive a guarantee in case of illness or personal emergency. This procedure is addressed in the *F22, Section 22.14* and the *ELM, Section 432.63*.

**093 *Only carriers should maintain Form 3982.***

True — [M-00256](#) (Step 4 H1N-5C-C 5793 10/18/82)

**094 *A copy of Form 3996 may be requested by a carrier and shall be provided.***

True — [M-00144](#) (Step 4 NCS 13207 5/8/79), [Article 41.3.G](#), and [M-39 122.33](#)

**095 *Individuals who provide carrier assistance shall complete the lower portion of the Form 3996 as instructed on the form.***

True — [M-00294](#) (Step 4 H1N 5G-C 16766 3/2/84) and [M-41 28.m](#)

**096 *A vehicle repair tag Form 4565 may be filled out the following day if the employee is in an overtime status.***

False — [C-06135](#) (Regional Arbitrator Schedler S1N-3U-C 30068 5/11/86) and [M-41 842.1](#)

An employee must be allowed official time to complete the *Form 4565* even if they are in an overtime status.

**097 *Local management may develop local forms provided that the local Postmaster has authorized such form.***

False — [M-00852](#) (pre-arbH7N-2D-C 42122 11/24/92), [M-01156](#) (Step 4H1N-5K-C 6754 1/12/83)

This pre-arb cites *ASM 324.12*. The ASM has been revised. The original language is now found in *ASM 325*.

**098 *Management may require carriers to write their leaving and returning times on the carriers' cases during the commitment process.***

False — [M-00853](#) (Step 4 01/12/83)

**099 *Laws concerning wages, hours and working conditions are not applicable to letter carriers.***

False — [JCAM page 5-1](#)

The National Labor Relations Act, and other laws relative to the Postal Service, are incorporated through *Article 5* of the National Agreement into our contract.

**100 *"Past practice" should never be argued in the grievance procedure.***

False — [Elkouri and Elkouri, Chapter 12](#) and [JCAM page 5-2](#)

Arbitrators generally consider past practice where it exists in the interpretation of "rights" issues. For a past practice to exist it must be clear, consistently followed, followed over a reasonable length of time and shown by the record to have been accepted by the parties.

A past practice which has developed in silence may be changed when (1) the practice is no longer economical or efficient; (2) the company changes owners or the bargaining unit changes; (3) the company changes operations or the nature of the business changes; or (4) one party informs the other during the negotiation of a new contract that it is not bringing forth into the new contract the specific past practice that had developed.

If the practice clarifies ambiguous language in an existing agreement, it may only be changed if the parties mutually agree to that change.

**101 Postal employee witnesses at arbitration hearings are paid for the time spent testifying at the hearing.**

True — [M-00101](#) (Step 4 NCN 2064)

This is an accurate answer except that the Postal Service is not obligated to pay for overtime outside the schedule of the employee, nor would they be liable for pay on the non-scheduled day of a witness.

**102 When a grievant is a veteran who falls under the *Veterans Preference Act*, is issued a proposed removal as well as a letter of decision based on the same charges, it is unnecessary to grieve the proposed removal, but only the letter of decision.**

False — [M-00374](#) (Step 4 09/26/74) and [JCAM page 15-6](#)

If a local fails to process a grievance on the proposed removal and only on the letter of decision, they will be found procedurally deficient and untimely and be subject to a duty of fair representation suit by the employee.

It is to be remembered that the letter of decision deals solely with the individual's rights under the Merits System Protection Board and the proposed removal is the triggering document relative to the grievance. Two separate meetings must be held.

Grievances concerning proposed removal actions which are subject to the thirty day notification period in *Article 16.5* will be held at Formal Step A of the grievance procedure.

Consistent with the *Dispute Resolution Process Memorandum*, the employee will remain on the job or on the clock until after the Step B decision has been rendered or 14 days after the appeal is received at Step B, except for emergency or crime situations as provided for in *Articles 16.6* and *16.7*.

The Union does not file a separate grievance on the decision letter. Rather, the union may make additions to the file based on the decision letter at either Step A or Step B, This does not preclude any arguments by management regarding the relevance of the additions.

**103 It is better to withhold information until the Formal A grievance meeting for its surprise effect.**

False — [M-00166](#) (Step 4 N8-N-0027 07/24/79) and [Article 15.2, Informal Step A\(a\)](#)

During the Informal A meeting, the parties are encouraged to jointly review all relevant documents to facilitate resolution of the dispute.

It is the position of the NBA's office that any withholding of information which the parties clearly had at a lower level could be a possible argument of the Service at arbitration for either arbitrary and capricious action on the part of the Unions, or provide the basis for a motion to exclude such evidence.

**104 The grievant has no right to be in attendance at the Informal A meeting.**

False — [M-00223](#) (Step 4 H4N-3W-C 8797 03/21/86)

**105 The presence of the grievant at the Formal A grievance meeting is determined by the Union.**

True — [M-00790](#) (Step 4 H4N-1E-C 28034 05/22/87) and [JCAM page 15-6](#)

**106 Management is required to pay the grievant for the time spent traveling to and from a Formal A grievance meeting.**

False — [C-03214](#) (National Arbitrator Mittenhal N8N-0221 01/18/82)

**107 Union stewards are compensated not only for the actual meeting time at Formal A, but also for travel time both to and from the meeting.**

False — [M-00716](#) (Step 4 N8-S-0330 06/18/80), [JCAM page 17-5](#)

- 108 A steward must write the actual appeal to Step B on their own time.**  
False — [C-00381](#) (National Arbitrator Mittenthal ABE 021 12/10/79)  
The steward is entitled to be paid for the time spent writing the appeals to Step B.
- 109 Witnesses at arbitration hearings are paid for the time spent testifying at the hearing.**  
True — [M-00101](#) (Step 4 NCN 2064 09/08/76)  
This is an accurate answer except that the Postal Service is not obligated to pay for over-time outside the schedule of the employee, nor would they be liable for pay on the non-scheduled day of a witness.
- 110 Management is liable for the payment of travel time for stewards and witnesses to and from the arbitration hearing.**  
False — [C-04657](#) (National Arbitrator Mittenthal H1N-NA-C 7 02/15/85) and JCAM Page 15-15
- 111 Retired employees may not initiate grievances.**  
True — [C-06363](#) (National Arbitrator Bernstein H1N-4E-C 9678 07/21/86)
- 112 If an individual has left the Service by either resignation, retirement or death, the grievance of that individual is thereby barred from further processing.**  
False — [M-00226](#) (Memorandum of Understanding 10/16/81)
- 113 Decisions issued by regional arbitrators are precedent setting and must be followed by arbitrators dealing with the same issue in subsequent proceedings.**  
False — [JCAM page 15-19](#), [C-07233](#) (National Arbitrator Bernstein H1N-1J-C 23247 08/07/87) and [M-01372](#) (Step 4 B94N-4B-C-97024116 01/13/99)  
Decisions from regional arbitrators are citable only for persuasive value and not for precedent setting value.  
That is, they are not absolute and arbitrators who rule subsequently are free to pursue a decision other than that which was arrived at by a regional arbitrator.
- On the other hand, national arbitrator decisions are precedent setting and regional arbitrators are bound by them.
- 114 If new information or argument is raised for the first time at the arbitration hearing, then such information may not be considered by the arbitrator.**  
True — [C-03319](#) (National Arbitrator Aaron H8N-5B-C 17682 04/12/83), [C-03206](#) (National Arbitrator Mittenthal N8-W-0406 09/21/81) and [C-07621](#) (Regional Arbitrator Goodman W4N-5D-C 8161 12/02/87)  
However, Arbitrator Aaron has held that “the spirit of the rule (against new arguments at arbitration) should not be diminished by excessively technical construction.”
- 115 Arbitrators have the authority to fashion remedies outside the scope of the National Agreement to make a grievant whole.**  
True — [C-03200](#) (National Arbitrator Gamser NCS 5426 04/03/79)  
The whole issue of permissive remedies is a new area but the principle as most simply expressed is “there is no right without a remedy.”  
The reasoning simply put is that there are many breaches of the Agreement that the parties have not specifically stated what the remedy should be. Therefore, it is within the inherent rights of the arbitrator to fashion such a remedy and such should be remembered as we write remedies in the grievance procedure.
- 116 The remedy requested by the Union through the grievance procedure may not be altered at arbitration.**  
True — [C-06871](#) (Regional Arbitrator Sobel S4N-3R-D 35445 03/07/87)  
What is important in this case is that while the Union cannot change the remedy, the arbitrator may do so if it can be shown that the individual who wrote the grievance was either inexperienced or misinformed.  
It is to be remembered that this is just one arbitrator’s opinion while most of the body of arbitral case law would be against this position.



- 117 **Representatives for both the Union and management have an obligation to try and resolve grievances at the lowest possible level.**  
True — [Article 15.3\(A\)](#)
- 118 **If a grievance is resolved at Informal A, that resolution is considered precedent-setting for all future grievances concerning the same subject matter.**  
False — [Article 15.2 Informal Step A \(a\)](#)  
A resolve at Informal A is never precedent setting.
- 119 **When a 204-B is acting as supervisor, the steward should file Informal A grievances with the installation head.**  
False — [M-00824](#) (Step 4 H4N-5E-C 36561 02/26/88)  
The term “immediate supervisor” as used in *Article 15* may mean an “acting supervisor.”
- 120 **Failure by management to schedule a meeting or render a decision automatically appeals a grievance to the next step of the procedure.**  
False — [JCAM page 15-11](#)  
*Article 15.3.c* allows the grievance to move to the next step. It does not create an automatic appeal. The responsibility for appealing within the time limits still rests with the union.
- 121 **Any carrier may hold their own Informal A meeting and make any adjustments without the Union’s consent.**  
False — [M-01065](#) (Pre-arb H7N-5R-C 26829 04/02/92) and [JCAM page 15-2](#)  
Absent a waiver by the bargaining representative, *Section 9(a)* of the National Labor Relations Act require the representative be present at the adjustment portion.
- 122 **Completing the *Joint Step A Grievance Form* is done on the clock, but doing the additions and corrections is not.**  
False — [M-01145](#) (APWU Step 4 A8-S-0309 12/07/79) and [JCAM page 15-7](#)
- 123 **Employees on “light duty” are guaranteed eight hours per day and forty hours per week.**  
False — [C-00935](#) (National Arbitrator Mitten-thal H1C-4E-C 35028 06/12/87)  
Employees on light duty may be sent home before the end of their scheduled tours due to a lack of work.
- 124 **Regular employees on “limited duty” are guaranteed 40 hours of work, compensation or a combination thereof per week.**  
True — [M-00583](#) (Step 4 H8N-NA-C 53 02/07/83)  
If 40 hours are not worked, then a *Form CA-7* should be submitted to OWCP.
- 125 **A PTF is always guaranteed either two or four hours depending on the size of the installation when they work a split shift.**  
False — [M-00246](#) (Step 4 H1N-3W-C 4804 07/08/82)  
If the PTF is notified prior to clocking out that they should return within two hours to work a split shift, then no new guarantee would apply.  
On the other hand, if the PTF is told prior to clocking out that they will return after two hours, then the employee will be given their minimum guarantee. Thirdly, if the PTF completes their assignment, clocks out and leaves the premises and are then called back, they are guaranteed four hours of work or pay. This guarantee is applicable to any size office.
- 126 **Letter carriers may never deliver in other than daylight hours.**  
False — [M-00483](#) (Step 4 N8-W-0378 09/26/80)
- 127 **Local management must provide forms to be available at each installation for reporting unsafe or unhealthful conditions.**  
True — [Article 14.2](#)  
Article 14, Section 2 refers to *Form 1767*.
- 128 **Management has fourteen days to address a complaint listed on *Form 1767*.**  
False — [ELM 824.632](#)  
Instructions on *Form 1767* say management has not less than the end of the shift or twenty-four hours to address the complaint.



- 129 Smoking is prohibited in postal vehicles.**  
False — [M-00950](#) (Step 4 H7N-5T-C-12867 10/06/89)  
Smoking in the vehicle is permitted if the employee is on break or lunch and if the smoker is not accompanied by a non-smoker.
- 130 On-the-job instructors (OJIs) for new employees are compensated at Grade 2 for the time actually spent on the job.**  
True — [M-00309](#) (Step 4 H4C-1E-C 6348 12/17/85)
- 131 An individual who has exercised an opt under *Article 41, Section 2.B.3 or 4* is not available to be detailed to higher level bargaining unit work under *Article 25*.**  
False — [M-00276](#) (Step 4 05/06/81)
- 132 Temporarily vacant carrier technician (T-6) positions are filled per the provisions of *Article 41, Section 2*.**  
False — [M-00431](#) (Pre-Arbitration Settlement H8N-3P-C 32705 01/27/82) and [JCAM page 8-5, JCAM page 25-2](#) and [JCAM page 41-10](#)  
T-6 positions are filled per Article 25 of the National Agreement.
- 133 The duration of a higher level assignment is demonstrated by a properly executed *Form 3971*.**  
False — [Article 41.1.A.2](#)  
The correct form is a *Form 1723*.
- 134 A regular carrier on a bid route may not assume a temporary T-6 vacancy of five or more days.**  
False — [JCAM Page 25-2](#)  
*Article 25* makes any eligible, available, qualified carrier available for the higher level assignment in the immediate work area in which the vacancy exists.
- 135 When scheduling for a holiday, management is required to use the ODL.**  
False — [M-00366](#) ( Step 4 N8-C-0191 01/10/80) and [JCAM page 8-12](#)
- 136 When a pecking order reaches the non-volunteers, those who would be working on their holiday or designated holiday, are scheduled to work first.**  
False — [Article 11.6.B](#)  
Absent a local agreement otherwise, the individuals whose holiday or designated holiday it is would be the last individuals to be worked in a non-volunteer status.
- 137 Management must post the holiday schedule as of the Wednesday preceding the week in which the holiday falls.**  
False — [Article 11.6.A](#)  
*Article 11, Section 6.A* requires the Postal Service to post the schedule by the preceding Tuesday.
- 138 If the Postal Service fails to post the schedule as of the Tuesday preceding the service week in which the holiday falls, a full-time regular bargaining unit employee who works on his holiday or designated holiday will receive overtime for the whole day's work.**  
False — [ELM 434.53](#)  
While it may seem like semantics, *ELM Section 434.53* provides for a "holiday scheduling premium" of 50% in cases as described above. This premium is paid for the first eight hours of holiday work if a violation occurs and thereafter the individual is paid overtime as they would normally receive for working more than eight hours within a service day.
- 139 If a full-time regular employee that was properly scheduled to work the holiday is unable to work or fails to do so, the Postal Service may replace that employee and not be liable for holiday scheduling premium.**  
True — [ELM 434.53.c\(1\)](#), [M-00155](#) (Step 4 NCC 9687 02/28/78) and [JCAM page 11-4](#)

- 140 Management may assign individuals in to work on a holiday because they are better qualified than another carrier.**  
False — [M-00340](#) (Step 4 NBS 1739 07/16/74)
- 141 A PTF receives holiday pay in accordance with all regulations as a regular employee does.**  
False — [Article 11.7](#)  
A PTF receives a higher hourly rate of pay for each hour worked than a regular letter carrier in the same pay level would receive. This compensates for loss of holiday pay.
- 142 Management may schedule TEs on holidays or designated holidays prior to using full-time volunteers.**  
False — [M-01200](#) (Step 4 C90N-4C-C-94041271 01/05/95)
- 143 The Union may not require management to divulge whether Union officials have applied for management positions.**  
False — [M-01150](#) (Pre-arb H4C-3W-C 27068 02/13/90) and [JCAM page 31-3](#)
- 144 Management may deny Union access to an employee's official personnel file (OPF) when the employee has not consented if the review is part of a grievance investigation.**  
False — [M-01101](#) (Pre-arb H7N-1P-C 2187 11/16/88)
- 145 Official requests for information must be submitted in writing.**  
False — [C-10310](#) (Regular Arbitrator Searce S7N-3W-C 26723 09/27/90) and [C-00183](#) (Arbitrator Caraway S1C-3Q-C 31919 06/27/84)
- 146 Management is not required to release medical records of an employee unless the employee has consented.**  
False — [M-01155](#) (Step 4 H7N-2C 44938 01/14/94), [M-00881](#) (Step 4 H7N-1P-C 2187 11/16/8), [M-01208](#) (Step 4 A90N-4A-C 940057 09/06/94) and [C-06652](#) (Regional Arbitrator RotenbergC4N-4B-C 15886 11/16/86)
- The release of medical records is provided for in the *ASM Appendix 120.90, EL 806* and by *Article 17* and *31*.
- 147 The Union is entitled to supervisors discipline records when necessary and relevant.**  
True — [M-01160](#) (Pre-arb H7N-1E-C 23870 12/16/93), [C-10986](#) (National Arbitrator Snow H7N-5C-12397 07/29/91)
- 148 Supervisor's notes taken during discussions may be passed on to other supervisors and 204-Bs.**  
False — [M-00314](#) (Step 4 H4C-5K-C 290 08/23/85) and [M-01190](#) (Step 4 G90N-4G-C 93050025 02/23/94)  
Supervisors may not exchange notes taken during discussions, however they may orally exchange information. Supervisors notes are to be destroyed when the supervisor/employee relationship ceases per M-00996.
- 149 A letter carrier has a right to have a steward present during discussions between the employee and the supervisor regarding the employee's use of sick leave.**  
False — [C-03769](#) (National Arbitrator Aaron H1T-1E-C 6521 07/06/83) and [JCAM page 17-6](#)  
It is extremely important that the membership be aware that it is the **request of the employee** that triggers Weingarten rights. The question that precedes the request for a steward though should be a question of the supervisor as to whether or not this discussion may lead to discipline. The answer of the supervisor will determine whether it is appropriate for the employee to request a steward. You should be reminded that some discussions allegedly begin as simple discussions but soon turn into investigatory interviews so employees should be made aware that if they believe the discussion is turning toward an investigatory interview, they should immediately request the steward at that point.
- 150 Discussions which involve fact-finding, and which may lead to discipline, entitle the employee to representation, if requested.**  
True — [M-01140](#) (Step 4 H1C-3W-C 21550 08/24/83) and [JCAM page 17-6](#)

Weingarten rights apply when management is searching for facts and trying to determine the employee's guilt or decide whether or not to impose discipline.

**151 Official discussions may be notated in an employee's OPF.**

False — [M-01139](#) (Step 4 A8-E-0471 01/04/80), [M-00548](#) (APWU Settlement Agreement N8C-1M-C 3719 05/12/81) and [JCAM page 16-4](#)

Supervisors may maintain private, personal notes, but they are not to be placed in any official file, nor are they to be exchanged between supervisors.

**152 Carriers may be ordered to cross all lawns and such an order would be considered proper.**

False — [M-00275](#) (Step 4 N8-N-0007 01/15/80) and [Article 41.3.N](#)

Letter Carriers may cross lawns while making deliveries if customers do not object and there are no particular hazards to the carrier.

**153 A carriers' child has asthma. Once a month they take the child to the doctor for treatment. This qualifies for protection under the FMLA.**

True — [29 CFR 825.113](#), [NALC Guide to FMLA page 5](#)

Intermittent absences due to a family member's chronic condition do meet the criteria.

**154 Casual employees earn annual leave in the same manner as PTFs.**

False — [ELM 511.132](#)

**155 Employees may have approved annual leave requests rescinded by the Postal Service in non-emergency situations.**

False — [M-00508](#) (Step 4 H1N-5D-C 19202 06/15/84), [Article 10.4.D](#) and [JCAM page 10-9](#)

**156 The Postal Service may require employees to report to work before their scheduled jury duty.**

True — [C-06821](#) (National Arbitrator Mittenhal H1N-3U-C 35720 02/10/87) and [ELM 516.33](#)

**157 Maternity leave is considered "work" for the purpose of achieving protective status pursuant to the provisions of Article 6.A.3.**

False — [M-00785](#) (Step 4 H4N-3S-C 31204 05/22/87)

**158 Both full-time and part-time employees are eligible for paid military leave.**

True — [ELM 517.41](#)

Full-time employees are granted up to fifteen days per year and part-time employees are granted one hour of military leave for each twenty-six hours in a pay status in the preceding fiscal year if the part-time employee was in a pay status for a minimum of 1,040 hours in the preceding fiscal year and the employee's pay for military leave does not exceed eighty hours.

**159 No employee may take more than fifteen days of military leave within a particular year.**

False — [ELM 517.54](#), [M-00174](#) (Letter 12/12/77)

The ELM allows employees, if they have official orders for training or responsibilities beyond the fifteen days, to take annual leave or LWOP at their discretion for the amount of time necessary.

**160 A non-scheduled day is counted in determining whether or not an employee has been sick in excess of three days per ELM 513.362.**

False — [M-00489](#) (Step 4 NCS 5591 05/27/77) and [JCAM page 10-12](#)

Three days means three scheduled workdays.

**161 If a part-time flexible calls in sick they are guaranteed eight hours of sick leave for that particular day.**

False — [M-00665](#) (Step 4 NCS 5591 05/27/77) and [JCAM page 10-11](#)

A PTF is not guaranteed a set number of hours sick leave any time requested but should be paid the number of hours that the employee was realistically scheduled to work or would reasonably have been expected to work on a given day up to 8 hours. Also, if a PTF has reached 40 hours prior to the sick day, the absence is treated as non-duty time.

- 162 PTFs are credited at the beginning of the leave year for all annual leave to be earned that year.**  
False — [ELM 512.312](#)  
PTFs earn annual leave based on the number of hours in pay status on an earn- as- you- go basis.  
With less than three years of service, one hour for each twenty hours worked to a maximum of four hours per pay period.  
With three to fifteen years of service, one hour for each thirteen hours worked to a maximum of six hours per pay period.  
With fifteen years or more of service, one hour for each ten hours worked to a maximum of eight hours per pay period.
- 163 Annual or sick leave must be used in minimum units of one hour.**  
False — [Article 10.6](#), [ELM 512.511](#) (annual leave) and [ELM 513.412](#) (sick leave)  
Units are now charged in whole hours and fractions of an hour by hundreds. One hundredth of an hour is minimum unit allowable.
- 164 If you run out of sick leave, management must approve a request for up to thirty days of advance sick leave if you are a regular full-time employee.**  
False — [ELM 513.511](#) and [JCAM page 10-12](#)  
Approval is at the discretion of the Postmaster. Normally it will be advanced if there is reason to believe employee will return to work and medical documentation accompanies the request.
- 165 LMU's which mandate incidental leave are in conflict with the National Agreement and are not enforceable.**  
False — [C-05670](#) (National Arbitrator Mittenthal H1C NA C 59 01/29/86), [C-10901](#) (Arbitrator Cushman S4N-3P- C28517 06/13/91)
- 166 Family Medical Leave may be used to look for day care for a new child under 1 year of age.**  
False — [29 CFR 825.112](#) and [NALC Guide to FMLA page 4](#)
- 167 Under certain circumstances, an employee caring for an ill niece or nephew qualifies for FMLA.**  
True — [29 CFR 825.113.c](#), [NALC Guide to FMLA page 5](#) and [JCAM page 10-15](#)  
Acting in “loco parentis” qualifies for *FMLA* leave the same as a biological child. The employee must act in place of a parent, with day to day responsibilities to care for and financially support a child.
- 168 Carriers can take FMLA leave for substance abuse treatment.**  
True — [29 CFR 825.112.g](#), [NALC Guide to FMLA page 17](#)  
However, the care must be administered by a licensed health care provider.
- 169 In-laws qualify for FMLA when they are living with the carrier.**  
False — [29 CFR 825.113.b](#) and [NALC Guide to FMLA page 5](#)
- 170 Employees may be required to provide additional medical proof of FMLA entitlements every 14 days.**  
False — [29 CFR 825.308](#), and [NALC Guide to FMLA page 12](#)  
Management may not ask for recertification until expiration of original notice. Absent a minimum period, management may not ask more often than the thirty days.
- 171 Supervisors may call a carriers doctor for additional information about a FMLA certificate.**  
False — [29 CFR 825.307.a](#) and [NALC Guide to FMLA page 12](#)
- 172 When a carrier and her husband both work for the Service and there is a child born, both are eligible for 12 weeks off.**  
True — [NALC Guide FMLA page 19](#)  
The *FMLA* provides for only a combined twelve weeks of leave, Postal regulations are much broader.
- 173 Local policies concerning call-in procedures for absences are for local management to determine.**  
False — [M-01059](#) (Step 4 H1N-3W-C-21270 03/30/84)



Local policies must comport with *ELM* 513.332.

- 174 **Only sons/daughters and spouse qualify for the eighty hours of “sick leave for dependent care.”**  
False — [Sick Leave for Dependent Care MOU](#) (12/21/01), [JCAM page 10-20](#)  
Parents also qualify.
- 175 **The delivery and transporting of Express Mail is exclusively letter carrier work.**  
False — [M-00136](#) (Step 4 H1N-3T-C 38350 05/31/85)
- 176 **Management can assign duties to letter carriers outside the job description found in the *EL-311* handbook.**  
False — [M-00035](#) (Step 4 NCW 10498 03/28/78)
- 177 **Any manual sortation or preparation of mail for delivery on city delivery routes which have divisions down to the specific addresses on the route will be done by letter carriers.**  
True — [M-00777](#) (Segmentation Settlement Agreement 3/9/87), [JCAM page 41-35](#)  
While clerks may make sortations to directs on a letter carrier’s route, clerks may not make what is called a “tertiary” sortation.
- 178 **Management may use a checklist of unsatisfactory casing procedures to determine the proficiency of a letter carrier.**  
False — [M-00038](#) (Step 4 H1N-5G-C 4724 09/10/82)
- 179 **Letter carriers may use a stool at any time they desire to case mail.**  
False — [Article 41.3..A](#), [M-00682](#) (Step 4 NCS 5139 05/05/77) and [M-00285](#) (Step 4 NCS 6146 03/20/73)  
The key element as to whether or not the stool can be used while casing mail and performing other office duties is whether or not the use of the stool interferes with or affects the efficiency in standard job performance.
- 180 **Letter carriers on walking routes may not be required to finger flat mail between stops.**  
False — [M-00504](#) (Step 4 H1N-1E-C 25147 05/21/84), [M-41321.5](#) and [JCAM page 41-22](#)  
This should be read in conjunction with *M-41 Section 133.2*. Carriers should not finger mail when driving, crossing streets, climbing stairs, or any other time it may cause a safety hazard.
- 181 **It is not a requirement for a carrier on a foot route to carry 4 inches of flats on their arm while delivering mail.**  
True — [M-00039](#) (Step 4 H1N-5C-C-1155 06/11/82)
- 182 **The Postal Service, within the rights under *Article 3*, has a right to issue letters of instruction and letters of information to employees.**  
False — [M-00387](#) (Letter 11/17/82), [M-00389](#) (Step 4 H1N-4E-C 20307 12/0/83), [M-00390](#) (Step 4 H1N-3P-C 8036 02/02/83) and [M-00768](#) (Step 4 H4N-3Q-C 22215 03/19/87)
- 183 **Management may not stop carriers from returning reworks to the throwback case.**  
True — [M-01023](#) (Step 4 H1N-3W-C 6335 08/10/82)
- 184 **A Steward is entitled to the same latitude as his/ her supervisor, including raising voices or using profanity, in their official capacity.**  
True — [C-01191](#) (Regional Arbitrator Goldstein CIN-4B-D 3937 07/06/82) and [C-11177](#) (Regional Arbitrator Levak W4C-5N-D 4152 01/05/86)  
This immunity to discipline is limited to situations where the parties are one on one and in private.
- 185 **Additions and Corrections, if desired, are done on a Steward's own time.**  
False — [M-01145](#) (APWU Step 4 A8-S-0309 12/07/79)



- 186 Supervisors may refuse to answer questions during an investigation.**  
False — [M-00988](#) (Step 4 H7N-3Q-C 31599 05/20/91)
- 187 A Shop Steward who is processing and investigating a grievance shall not be unreasonably denied the opportunity to interview postal inspectors.**  
True — [M-00225](#) (Letter 03/10/81)
- 188 Postal inspectors must allow a pre-interrogation consultation between Steward and employee, if requested.**  
True — [M-01092](#) (USPS vs NLRB No. 91-1373)
- 189 The National Agreement mandates postal inspectors to give potential removal suspects their Miranda Rights.**  
False — [C-10510](#) (Regular Arbitrator Erbs C7N-4A-D24389 12/31/90)
- 190 The Union can insist on interviewing postal inspectors.**  
True — [C-10115](#) (Regular Arbitrator Levak W4N-5N-D 40950 10/28/87)
- 191 A Steward and Alternate Steward may both process a particular grievance at their discretion.**  
False — [M-00503](#) (Step 4 H1N-1J-C 5026 05/24/84)  
Once the Alternate Steward has initiated a grievance they may continue it as determined by the Union. Only one Steward will be given time for processing the grievance.
- 192 An individual may choose which Steward they want to process their grievances.**  
False — [M-00811](#) (Step 4 H4N-2M 3551 5/9/86)
- 193 A Union member in one post office may be designated as the Union's representative to process a grievance at another post office.**  
True — [M-00233](#) (Pre-arb H8N-2B-C 12054 5/20/82) and [JCAM page 17-2](#)
- Such employee must be certified in writing to the employer at the Area level and an employee so certified will not be on the employer's official time and will not be compensated by the Postal Service.
- 194 A former employee who is a certified as a Union Steward will be allowed to enter the postal facility to perform the functions of the Steward.**  
True — [M-00798](#) (Step 4 H4C-1M-C 2986 4/23/87)
- 195 A Steward may not be allowed to conduct an interview of a customer when the customer's complaint affects the hours, wages and working conditions of an employee.**  
False — [M-00761](#) (Step 4 NC-W-9980-W 1465-77N 7/3/78)
- 196 The Postal Service may, under certain circumstances, require a Steward to conduct an interview by telephone rather than having a face-to-face interview.**  
True — [M-00565](#) (Step 4 N8-S 0365 8/11/80)  
It is important to note though that travel, in and of itself, is not a sufficient basis to deny a face-to-face interview.
- 197 While serving as Steward or Chief Steward, an employee may not be involuntarily transferred to another tour, station or Branch.**  
True — [JCAM page 17-3](#)  
This is so unless there is no job for which the employee is qualified on such tour, station, branch or post office.
- 198 Management must allow ample time for the local union to participate in new employee orientation in conformance with Article 17, Section 6.**  
True — [M-00644](#) (Step 4 NCW 5872 5/20/77) (*Note-M-00644 erroneously states Article 17 Section 7 instead of Section 6*) and [JCAM page 17-8](#)

- 199 If members of a local branch strike or attempt an obvious slowdown, the Union officers must inform the members they are in violation of the Agreement and order them back to work.**  
True — [Article 18.2](#)
- 200 A one-day count and inspection may not be used as the sole basis to establish a standard against which the carrier's performance may be measured for disciplinary purposes.**  
True — [M-00829](#) (Step 4 H1N-5B-C 29131 4/15/86)  
*M-39, Section 141.2* allows for a one-day count to determine office performance but there is absolutely no contractual provision for a one-day count and inspection. *Form 3999s* may be done throughout the year.
- 201 Management may not require foot carriers to carry parcels weighing more than two pounds.**  
False — [C-03222](#) (National Arbitrator Aaron H8N-4E-C 19254 3/11/82)  
Management may require foot carriers to carry those parcels on an infrequent non-routine basis unless there is an equally prompt, efficient and reliable way to effect that delivery.
- 202 Letter carriers may not verify an entire mail count.**  
False — [M-00814](#) (Step 4 H4N-5T-C 42333 7/7/87), [M-01216](#) (Pre-arb H7N-3Q-C 38909/39493 4/11/95) and [M-39 221.131](#)  
This also applies for one day counts.
- 203 Management must provide permanent adjustments to routes to place them in as nearly an eight hour basis as possible.**  
True — [M-00792](#) (Pre-arb H4N-4E-C 4252 12/11/87). [M-39 242.122](#) and [M-39 243.11.a](#)
- 204 Management may use a one-day 3999 to determine the actual street time of a route.**  
False — [M-00745](#) (Joint City Delivery Committee Meeting 12/11/79), [M-00829](#) (Step 4 H1N-5B-C 29131 04/15/86) and [M-39 242.321.a](#)
- The *M-39* provides that the street time shall be determined by the average street time for the seven weeks random time card analysis and the week following the count and inspection or the average street time used during the week of count and inspection.
- 205 A Union Steward's activities if occurring weekly or more often, may be appropriate for inclusion on line 21 of the 1838-C.**  
True — [M-00726](#) (Step 4 H8N-3P-C 31294 10/14/81)
- 206 Management may set an appropriate pace at which a letter carrier must walk.**  
False — [M-00304](#) (Pre-arb H1N 1N-D 31781 10/22/85),  
This provision indicates that there is no set pace at which a carrier must walk and no street standard for walking.
- 207 A special route inspection is conducted in accordance with the applicable provisions of the M-39.**  
True — [M-00632](#) (Step 4 NCW 7959 10/19/78) and [M-39 272](#)
- 208 One-day counts per 141.2 of the M-39 can be utilized to substantiate discipline for lack of performance.**  
False — [M-00005](#) (Step 4 E3-MD-C 1131 1/17/77) and [M-00829](#) (Step 4 H1N-5B-C 29131 4/15/86)
- 209 If management has a problem with an employee's office efficiency they should conduct a one-day count.**  
True — [M-00385](#) (Step 4 NCC 2322 9/14/76)
- 210 When management refuses to properly conduct a special route exam a monetary remedy should be requested.**  
True — [C-05545](#) (Arbitrator Pribble C4N-4J-C 6365 1/24/86) and [C-06720](#) (Arbitrator Grossman N4N-1E-C 22422 12/16/86)

- 211 A letter carrier who is on an eight hour limitation cannot qualify for a special route inspection.**  
False — [M-00690](#) (Step 4 H1N-5G-C 14443 11/3/83), [M-39 271](#)  
This section provides that if a route shows over thirty minutes of overtime or auxiliary assistance on each of three days or more in each week during a six week period, the regular carrier assigned to such route shall upon request receive a special mail count and inspection to be completed within four weeks of the request.
- 212 Earlier start times during count week are at the discretion of management.**  
False — [M-01088](#) (Step 4 NB-N-4625 8/19/75)
- 213 Management can perform one-day counts without using an 1838C.**  
False — [M-01181](#) (Step 4 H0N-5T-C 1387 6/9/94)
- 214 Management must conduct carrier requested special inspections within 4 weeks, even during June, July, and August.**  
True — [C-11099](#) (National Arbitrator Briton H7N-NA-C 68 8/12/91) and [JCAM page 41-27](#)  
If the employee qualifies and requests it, the inspection must be conducted.
- 215 Management may delay 271(g) requests if a unit review is scheduled within 60 days.**  
False — [C-10635](#) (Arbitrator Roukis N7N-1R-C32345 2/20/91)
- 216 Management has no obligation to maintain DPS quality after obtaining the threshold percentage.**  
False — [M-01225](#) (Step 4 H90N-4H-C 94050275 05/09/95)  
The *DPS Implementation: A Training Guide for Delivery Management* in Part 4.6 contains specific information concerning what to do if quality deteriorates after attaining the quality threshold.
- 217 In stations without 6 shelf cases, management will determine the definition of a letter.**  
False — [M-01112](#) (Memorandum 9/19/92)  
The definition remains the same.
- 218 Management may unilaterally cancel previously authorized lunch locations.**  
True — [C-06096](#) (Regional Arbitrator Pribble C4N-4K-C 8595 3/14/86) and [C-03902](#) (Regional Arbitrator Britton S1N-3D-C 1697 11/10/83)  
It's true except where it can be shown that the cancellation was arbitrary in its reasoning.
- 219 Letter carriers may not pursue activities other than eating lunch during their authorized meal period.**  
False — [M-00622](#) (Step 4 H1N-5A-C 25384 8/23/85) and [M-00545](#) (Step 4 H1N-5G-C 10663 6/25/85)  
The Step 4s indicate clearly that carriers are free to pursue activities other than eating lunch, as long as those activities are not in violation of postal regulations.
- 220 A letter carrier may take his lunch at the end of his eight hour shift.**  
True — [M-00093](#) (Pre-arb H1N-5K-C 20446 4/4/85)  
No employee may be **required** to work more than six consecutive hours without a meal or a rest period of at least one-half hour.
- 221 The workload assessment process, in certain examples, may be used to replace the route inspection process.**  
False — [M-01233](#) (Step 4 H90N-4H-C 95076866 12/13/95)
- 222 Daily volume estimations recorded for individual routes will not constitute the basis for disciplinary action.**  
True — [M-00813](#) (Step 4 H4N-5D-C 16822 9/17/87)  
The National criteria for development of office time is explained in the M-39 Handbook and methods for recording volumes are contained in Management Instructions.

- 223 Management must explain to an injured employee that s/he is guaranteed a choice of treating physician.**  
True — [M-01117](#) (MI EL 504-91-1 1/25/91)
- 224 Supervisors are allowed to accompany an employee to non-emergency work related doctor visits.**  
False — [M-01102](#) (Step 4 H7N-1N-C 28417 9/22/92)
- 225 Supervisors are allowed to accompany an injured employee in emergency treatment cases.**  
True — [M-01102](#) (Step 4 H7N-1N-C 28417 9/22/92)  
However, the supervisors only role is to insure the employee receives prompt attention. The supervisor may not witness or participate in treatment.
- 226 Letter carriers may be required to sign local forms as a condition of employment.**  
False — [M-00544](#) (Step 4 H1N-1J-C 40875 7/5/85), [M-00015](#) (Step 4 NC-S-8696 11/17/77) and [M-00328](#) (Step 4 N-W-315 5/26/72)  
Management may document the specific provisions of handbooks and manuals reviewed by carriers and the information given to them, but there is no national requirement for carriers to acknowledge that the subject information was received.
- 227 Remedies for supervisors intimidating employees or violating the Violence and Behavior in the Workplace Memorandum can call for that supervisor to be barred from supervising letter carriers.**  
True — [C-15697](#) (National Arbitrator Snow B90N-4B-C 94027390 8/20/96)
- 228 Written apologies are inappropriate as remedies for management's misconduct toward employees.**  
False — [C-15316](#) (Regional Arbitrator McCaffree E90N-4E-C 94054971 04/16/96)  
The Postmaster was ordered to post a written apology and reimburse sick leave.
- 229 There is a limit as to how many bundles that may be required on a mounted or curblin route.**  
False — [M-00750](#) (Pre-arb H1N-5H-C 27400 4/28/87)
- 230 In offices where there is a CFS or PARS function, letter carriers are not required to forward or return any class of mail, including oversized parcels.**  
True — [M-00477](#) (Step 4 H1N-3W-C 32759 5/2/85)
- 231 The Postal Service may not require letter carriers to deliver mail without a specific address affixed as a third bundle.**  
False — [M-00159](#) (Settlement Agreement 4/17/80)  
This particular settlement agreement provides that in all instances carriers may be required to deliver the above type of mailing as a third bundle. This same settlement goes on to say that in no case may the Postal Service require a fourth bundle on a park and loop route.
- 232 If the Postal Service requires that two simplified address mailings are to be delivered on the same day, the correct procedure is to collate the two bundles so that they may be handled as a third bundle.**  
True — [M-00159](#) (Settlement Agreement 4/17/80)
- 233 Pre-sequenced mail (letter or flat size mail with the specific address affixed that arrives pre-sequenced in the order of delivery) is always to be collated in the appropriate size of mail.**  
False — [M-39 121.33](#) and [C-03003](#) (National Arbitrator Garrett NBN-3908 09/29/78)  
Carriers on curblin routes handle such mail as a third bundle park and loop routes should not deliver such pre-sequenced mail as a third bundle except on dismount deliveries.

- 234 Samples too large for delivery to a customer’s mailbox should be left outside of the box if adequate protection is provided.**  
True — [M-00779](#) (USPS Letter 2/6/87)
- 235 A letter carrier should never leave a form 3849-A, *Delivery Notice or Receipt*, for a sample.**  
False — [M-00779](#) (Step 4 2/6/87)  
If the delivery cannot be accomplished in a safe manner, the *Form 3849-A* should be utilized and the sample and the card should be returned to the delivery unit.
- 236 Carriers are not required to sign for stamps by mail.**  
False — [M-01012](#) (Step 4 H7N-3C-C 34862 10/1/91)
- 237 The Postal Service may bar the release of medical records under the Privacy Act.**  
False — [C-06652](#) (Regional Arbitrator Rotenberg C4N-4B-C 15886 11/16/86) and [MI EL 860-98-2 page 6](#)  
The Union is entitled to medical records if they are necessary to investigate or process a grievance even in cases where the employee involved does not authorize the release of the information. *The Privacy Act* does not bar the release of such information when it is necessary for collective bargaining purposes.
- 238 Local management can allow schedule changes for employees’ personal convenience without the concurrence of the local union.**  
False — [ELM 434.622.i](#), [F-21 232.23](#), and [JCAM page 8-7](#)
- 239 Management’s rights are absolute and they can choose to disregard other contractual provisions or handbook cites in the exercise of those rights.**  
False — [JCAM page 3-1](#)  
While Postal management has the basic power to “manage” the United States 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.
- 240 Part-time flexible letter carriers may be assigned to perform clerical duties and required to pass examinations on schemes if their assignment anticipates use of scheme knowledge as provided by part 124 of the M-41 Handbook.**  
True — [M-00518](#) (Step 4 H8N-5K-C 13569 07/6/84)
- 241 An unassigned regular’s schedule is set based upon the work hours and days off of the first week of work within that category and relevant local memoranda.**  
True — [EL-401 III.D.5](#)
- 242 Management must provide restricted limited duty job descriptions in writing.**  
True — [M-01119](#) (USPS letter 1/13/93), [M-01116](#) (Step 4 H7N-1Q-C 30532 5/18/92) and [20 CFR 10.505](#)
- 243 By accepting a limited duty assignment, the employee waives the opportunity to contest the propriety of the assignment.**  
False — [M-01120](#) (Memo of Understanding 11/29/93) and [JCAM page 13-11](#)
- 244 A Union official is not required to give notification to management prior to visiting a postal installation.**  
False — [JCAM page 23-1](#)  
Notification should be given by a Union official prior to their visit at the appropriate level. For example, a local Union official should give notice to the Postmaster, etc.
- 245 On-the-job instructors for new employees are compensated at higher level for the time actually spent on the job.**  
True — [M-00309](#) (Step 4 H4C-1E-C 6348 12/17/85)
- 246 Management can administratively decide whether or not T-6 positions should be filled per Article 25.**  
False — [M-00431](#) (Pre-arb H8N-3P-C 32705 1/27/82) and [JCAM page 25-2](#)



The language of this settlement indicates that those positions shall be filled per *Article 25*.

**247 VOMA positions are filled in accordance with Article 25, Section 4 of the National Agreement.**

True — [M-00433](#) (Step 4 H1N-4B-C 5702 7/8/82) and [JCAM page 25-1](#)

**248 An installation head may determine the times when the seasonal changes of uniforms will take place.**

True — [M-00519](#) (Step 4 H1N-3A-C 30742 08/01/84) and [ELM 931.25](#)

**249 A carrier is not required to wear a tie until they leave for the street.**

True — [M-00862](#) (Step 4 H1N-5L-C 11700 8/1/84)

They're not required to do so unless they're in view of the public.

**250 Employees who are authorized to wear the neck/chest protectors as part of the authorized cold weather uniform will not be required to wear a necktie.**

True — [M-00430](#) (USPS Letter 2/18/82) and [ELM 934.22](#)

**251 A pregnant letter carrier may be allowed by the installation head to be flexible in the wearing of a uniform in the advance stages of pregnancy.**

True — [M-00846](#) (USPS Letter 3/16/83)

**252 An employee claim should be filed at Informal Step A of the grievance procedure.**

False — [Article 27](#)

*Form 2146* should be filled out and submitted to the employer with a Steward's recommendation at the local level. The Employer must submit the claim form, which must include the supervisors and stewards' recommendation, together with all documentation submitted in connection with the claim to the Step B Team within fifteen days for determination.

The Step B Team will review the claim and issue a decision within fourteen days of the receipt of the claim at Step B. The Step B Team may 1) resolve the claim 2) declare an impasse or 3) remand the case for specific information needed for a decision at Step B.

**253 The report of the Safe Driver Award Committee is the determining factor as a basis for revoking or suspending an employee's driving privileges.**

False — [Article 29](#)

*Article 29* prohibits management from using the Safe Driver Award Committee report as a basis for revoking or suspending driving privileges.

**254 An employee's driving privilege is automatically revoked or suspended with a revocation or suspension of his state driver's license.**

True — [JCAM page 29-2](#)

Under the provisions of *Article 29*, management may not impose a lesser penalty.

**255 If any employee's state driver's license is revoked or suspended, he/ she must inform his/her supervisor immediately and could face discipline if he/ she does not.**

True — [JCAM page 29-1](#)

*Article 29* explicitly requires the employee to report a revocation or suspension of his/her state driver's license. Failure to do so could result in discipline.

**256 An employee may not temporarily work in another craft when their driving privileges have been suspended or revoked.**

False — [C-18159](#) (National Arbitrator Snow I94N-4I-D 960276608 4/9/98) and [JCAM page 29-4](#)

Arbitrator Carlton Snow ruled that management has an affirmative obligation to look for such work and if they are unable to do so the employee should continue in a pay status.

**257 A Local Memorandum of understanding may only include the 22 items found in Article 30 and may not address issues outside of them.**

False — [JCAM page 30-2](#)

The local parties are free to discuss other subject areas as well, but neither party is required to discuss subjects other than the 22 items listed in Article 30, Section B.

**258 Management may impasse LMU provisions outside the 22 items found in Article 30.**

False — [C-13080](#) (National Arbitrator Mittenenthal H0C-NA-C 3 7/12/93) and [JCAM page 30-5](#)

However, management may impasse on any of the 22 items. They must show that continuing the provision is an unreasonable burden.

**259 Local parties may renegotiate wholesale changes to a LMU outside the 30 day period if its done bilaterally.**

False — [C-14489](#) (National Arbitrator Mittenenthal H7N-1F-C 39072 6/2/95) and [JCAM page 30-2](#)

Mittenenthal says that they can't do a major overhaul, but left room for fine tuning LMOUs.

**260 The Union may not claim items in the LMU are in conflict or inconsistent with the National Agreement since the local negotiated it.**

False — [Article 30.C](#)

The parties may challenge a provision(s) of an LMOU as inconsistent or in conflict with the National Agreement only under the following circumstances:

1. Any LMOU provision(s) added or modified during one local implementation period may be challenged as inconsistent or in conflict with the National Agreement only during the local implementation period of the successor National Agreement.
2. At any time a provision(s) of an LMOU becomes inconsistent or in conflict as the result of a new or modified provision(s) of the National Agreement.

3. At any time a provision(s) of an LMOU becomes inconsistent or in conflict as the result of the amendment or modification of the National Agreement subsequent to the local implementation period.

The new *Article 30 Memorandum* establishes an even stronger special rule for 2002 local negotiations and for the rest of the term of the 2001 National Agreement. It provides that "LMOU items existing prior to the 2001 local implementation period may not be challenged as inconsistent or in conflict, unless already subject to a pending arbitration appeal." So - management can no longer use the argument that an LMOU provision inconsistent or in conflict with the National Agreement to impasse or cease compliance with an LMOU provision. If management wishes to impasse one of the 22 Items during 2002 local negotiations, it can only be on the grounds that the provision is an "unreasonable burden."

**261 An individual who is a VOMA, is carried on the seniority list of the craft from which they came.**

True — [M-00057](#) (Step 4 H1N-5B-C 11224 7/6/83) and [JCAM page 41-7](#)

**262 The VOMA can choose which seniority list to sign for vacation leave due to the fact that the VOMA is a multi- craft position.**

False — [M-00746](#) (Step 4 H4N-EU-C-19607 4/23/87) and [JCAM page 41-7](#)

The VOMA signs for vacation leave within the craft from which they came.

**263 A VOMA employee is selected on the basis of senior qualified, regardless of the craft from which they come.**

True — [JCAM page 41-7](#)

This is a multi- craft position and is not limited to an individual craft.

**264 Once selected, the VOMA employee loses his Union representation.**

False — [JCAM page 41-7](#), [M-00051](#) (Step 4, H1N-4B-C 11747 4/5/83)

Letter carriers in these positions continue in the carrier craft bargaining unit with seniority, bidding and representation rights.

However, a VOMA carrier is not eligible to place his or her name on an Overtime Desired List.

**265 By virtue of being a letter carrier, an individual is qualified to perform the duties on a city delivery route.**

True — [M-00151](#) (Step 4 H8N-5D-C 12936 1/13/81), [M-00214](#) (Step 4 NBN 1572 6/28/74) and [M-00196](#) (Step 4 NBN 1325 05/24/74)

**266 Full-time reserve carriers and part-time flexible carriers are restricted to exercising their opting rights to the delivery unit where they are assigned.**

True — [M-00066](#) (Step 4 H4N-4B-C 3322 10/31/85) and [JCAM page 41-9](#)

**267 If a part-time flexible letter carrier is loaned to another office, they opt for hold-down assignments in the installation where they are working.**

False — [M-00828](#) (Step 4 H4N-5R-C 46648 5/24/88)

If a PTF is on loan to another office they must be allowed to opt in the installation from which they were loaned.

**268 Auxiliary routes may be opted per Article 41, Section 2.B.3, 4 & 5.**

False — [M-00625](#) (Step 4 H8N-5B-C 14553 5/7/81)

**269 A reserve letter carrier assignment may not be opted per Article 41.**

False — [M-00749](#) (Step 4 H4N-3U-C 25870 11/22/82), [M-00037](#) (Step 4 H1N-3W-C 8041 12/15/82) and [JCAM page 41-10](#)

An individual may opt for a reserve letter carrier schedule and days off.

**270 A temporary vacancy of five days or more that includes a holiday may be opted for.**

True — [M-00237](#) (Pre-arb H8N-4E-D 14090 7/1/82)

**271 Management may not assign a reserve full-time letter carrier to a temporary assignment of five days or more if a part-time flexible has opted for that assignment.**

False — [M-00097](#) (Pre-arb (H1N-5D-C 6601 9/6/85) and [JCAM page 41-13](#)

The Postal Service may only assign that full-time reserve letter carrier to that temporary assignment ahead of the opt of the part-time flexible if it can be shown that if they honor the opt it would result in less than 40 hours work for the full-time regular.

A PTF, temporarily assigned to a route under *Article 41, Section 2.B*, shall work the duty assignment, unless there is no other eight-hour assignment available to which a full-time carrier could be assigned. A regular carrier may be required to work parts or “relays” of routes to make up a full-time assignment. Additionally, the route of the “hold-down” to which the PTF opted may be pivoted if there is insufficient work available to provide a full-time carrier with eight hours of work.

**272 Management may refuse to allow opting in order to reserve the assignment for training or evaluation of probationary employees.**

False — [M-00595](#) (Step 4 N8-W-0278 4/10/80)

**273 Probationary employees may not opt per Article 41, Section 2.**

True — [M-00594](#) (H8N-2W-C 7259 11/25/80) and [JCAM page 41-10](#)

**274 Management may not utilize a part-time flexible letter carrier on full-time craft duty assignments of anticipated duration of five days or more for training purposes rather than allow individuals to opt.**

True — [M-00510](#) (Step 4 H1N-3P-C 30206 6/8/84)

**275 A part-time flexible employee who has successfully opted for an assignment can be bumped off that assignment.**

True — [M-00293](#) (Step 4 H1N-5D-C 7441 10/25/83) and [JCAM page 41-13](#)

If the PTF has successfully opted, they would normally work that duty assignment as posted, unless it can be shown that there is no eight hour assignment available to which a full-time employee could be assigned. Absent those provisions, the PTF should work at the duty assignment for the duration.

**276 When an employee on a hold-down assignment (opt) is detailed to temporary supervisor position (204-B), the opt is vacated and must be reposted if the remainder of the original vacancy is five days or more.**

True — [JCAM page 41-12](#)

**277 The duration for remaining on an opt will be as long as the position remains unfilled unless the opt itself places a definite time limit.**

True — [C-07001](#) (Regular Arbitrator Searce S4N-3W-C 13100 04/08/87) and [C-09539](#) (Arbitrator Williams S7N-3V-C 2038611/10/89)

**278 When an employee has opted for and received a vacancy of five days or more and then goes on vacation they lose the right to continue their opt upon their return.**

False — [M-00748](#) (Step 4 H4N-3U-C 26297 4/23/87)

In the above situation, the original opting employee would go on vacation for five days or more and the assignment will be opted for solely for that amount of time that the original opter is on vacation.

Upon return of the individual from annual leave, they will be returned to the hold-down for completion of the original vacancy.

**279 Routes under consideration for reversion are not optable.**

False — [M-01128](#) (Step 4 H0N-5R-C 6380 1/21/93) and [JCAM page 41-10](#)

**280 If a Local Memorandum contains Article 41, Section 3(0) language, a Carrier Technicians string may be deemed abolished if it is substantially changed.**

True — [M-00694](#) (Step 4 H1N-3A-C 30176 2/6/87) and [JCAM page 41-25](#)

It should be noted that changing one route on a T-6 string is not a cause for reposting and this whole provision would be inapplicable if the Local Memorandum did not contain *Article 41, Section 3(0)*.

**281 Management is under obligation to post routes installation wide when bidding takes place under Article 41.3.0 if the local has installation wide bidding.**

True — [C-15248](#) (National Arbitrator Snow B90N-4B-C 92021294 3/22/96) and [JCAM page 41-24](#)

**282 A “section” is defined as all the routes housed in one building.**

False — [M-01185](#) (Step 4 H0N-3N-C 12419 3/10/94), and [JCAM page 30-3](#)

The LMOU defines “section” per *Article 30*. A “section” defined in a Local Memorandum of Understanding for the purposes of *Article 30, Section B Item 18* is not necessarily a “delivery unit” for purposes of *Article 41.3.0*.

**283 Employees from another craft excessed into the letter carrier craft begin a new period of seniority.**

True — [C-11528](#) (National Arbitrator Snow H1N-5H-C 2754 12/19/91) and [M-01082](#) (APWU Memorandum 4/16/96)

**284 Any full-time letter carrier may bid for a Carrier Technician assignment.**

False — [M-00425](#) (Step 4 NC-W-5281 11/30/77) and [M-00280](#) (Step 4 H1N-5H-C 2754 9/21/82)

A letter carrier must have either two years of postal experience of which at least one year must have been as a city carrier or a high school diploma with one year experience as a city carrier.

**285 The criteria as to whether or not an individual is paid T-6 pay for filling the assignment is whether or not the individual carries all five of the T-6's routes within the vacancy.**

True — [M-00452](#) (Memorandum 11/5/73), [M-00614](#) (Step 4 NBE-791 7/18/74), [M-00902](#) (Step 4 H4N-5R-C 44093 2/10/89) and [JCAM page 25-2](#)



- 286 Carrier Technician positions are not included in postings under Article 41.3.O.**  
False — [M-00986](#) (Step 4 H4N-3A-C 62482 7/26/90) and [JCAM page 41-24](#)
- 287 A T-6's start time may differ from those of the regulars.**  
False — [M-01020](#) (Step 4 H7N-5R-C 6764 11/14/91)
- 288 Employees may finger mail while driving or hold mail in their hands while the vehicle is in motion.**  
False — [M-00341](#) (Pre-arb N-W-3928 3/22/74)  
Employees shall not finger mail while driving, or hold mail in their hands while the vehicle is in motion.
- 289 Letter carriers may be required to check the oil level of their postal vehicles.**  
False — [M-00143](#) (Step 4 NC-E-4978 2/3/77)  
Letter carriers may be required to gas up their vehicles. However, letter carriers will not be required to check the oil or otherwise service their vehicles.
- 290 The 60-day review period for DPS adjustments is only a target date and does not require the Postal Service to act.**  
False — [M-01268](#) (Pre-arb (Q94N-4Q-C 9609169 12/03/97) and [JCAM page 41-29](#)  
The parties agree that the 60-day review period is a limitation except in those occurrences where there are valid operational circumstances which warrant exception. These routes would be adjusted pursuant to the minor adjustment provisions of the *M-39*.
- 291 Management must equalize part-time flexible hours.**  
False — [M-00121](#) (Step 4 NCS 12506 11/22/78)  
There is no contractual obligation to equalize PTF hours. However, the same Step 4 as cited above states that every effort should be made to equalize the hours consistent with service needs and skills required.  
In plain terms, this means that they don't have to and can use just about any reason to substantiate that position.
- 292 PTFs must remain by their phone and available to receive a call from the Post Office on a daily basis to see whether their services are needed.**  
False — [M-00013](#) (Step 4 NCW 9013 11/8/77)  
There is no contractual provision to require PTFs to remain at home to receive a phone call on a daily basis.
- 293 A regular carrier who is called in on his day off always has a right to work their own assignment.**  
False — [M-00154](#) (Step 4 N8N-0176 12/14/79) and [JCAM page 41-13](#)  
Only if the LMU provides for such. If a regular route carrier is called in on their day off to work their own route, they bump the utility carrier to one of the other four routes in the string of routes, if the LMU provides for this. To enable the utility carrier to achieve their bid assignment they will be allowed to displace an employee who has opted to cover an assignment under the provisions of Article 41, Section 2, as long as such route is one of the utility carrier's string of routes and if none of the other routes in their string are available.
- 294 The District FMLA Office has the final word as to whether of not a request for certification provides enough information.**  
False — [M-01158](#) (Step 4 D98N-4D-C 0200416301/11/06)  
The Step B team is the final determinant when the issue is processed through the grievance procedure.
- 295 PTFs may be loaned from one post office to another to avoid overtime.**  
False — [M-01470](#) (Step 4 C94N-4C-C 99224809 9/26/02)  
Whether the "sole reason" for the details or loans at issue in this case was to avoid overtime is a "fact issue."
- 296 Management may "inspect" a route all six days of the count if it chooses.**  
False — [M-01543](#) (MOU 6/30/05)  
Management may inspect on no more than three days of the six.