Family and Medical Leave Act

On Nov. 24, the NALC and the Postal Service agreed upon a jointly developed document (M-01866) to provide the mutual understanding of the national parties on issues related to leave covered by the Family and Medical Leave Act of 1993 (FMLA). A similar document was previously included in the 2005 *Joint Contract Administration Manual (JCAM)*. Much has changed since 2005.

The National Defense Authorization Acts (NDAA) of 2008 created two new categories of military family leave covered under the FMLA. Those categories are qualifying exigency leave and military caregiver leave. The NDAA of 2010 then further expanded both categories of military family leave. M-01866 describes the FMLA rights regarding those two categories as follows:

- **Qualifying exigency leave—**The Postal Service must grant an eligible employee up to 12 workweeks of FMLA leave during the 12-month FMLA leave period for qualifying exigencies that arise out of the fact that the employee's spouse, son, daughter or parent, who is a member of the Regular Armed Forces, National Guard, Reserves, or a retired member of the Regular Armed Forces or Reserves, is under a call or order to covered active duty (or notification of an impending call or order to covered active duty) during the deployment of the member with the Armed Forces to a foreign country. For those military members in the National Guard or Reserves, the call to active duty must also be in support of a contingency operation.
- **Military caregiver leave—**The Postal Service must grant an eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service member or covered veteran with a serious injury or illness up to a total of 26 workweeks of leave during a single 12-month period to care for the covered service member or covered veteran. While the 12-month period for every other category of FMLA leave coincides with the postal leave year, the 12-month period for military caregiver leave begins on the date that the eligible employee first takes military caregiver leave.

The definition of a spouse has also changed since the previous FMLA document was created in 2005. A spouse, as defined in the statute, means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either:

1. Was entered into in a state that recognizes such marriages, or
2. If entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

M-01866 also covers more than the changes since 2005. For example, a few common questions usually come up when discussing FMLA, such as:

- Who is an eligible employee?
- What is a leave year?
- What is a serious health condition?

These are all valid questions that are answered in M-01866. An **eligible employee** is one who has been employed by the Postal Service for at least 12 months (this time does not have to be consecutive, but generally must have been worked within the past seven years) and has completed at least 1,250 workhours during the 12-month period immediately preceding the date the leave starts. The 1,250 workhours includes overtime, but excludes any paid or unpaid absence, except for absences due to military service. Leave without pay (LWOP), including union LWOP, does not count toward the 1,250 workhour eligibility requirement.

The law entitles eligible employees to take up to 12 workweeks of job-protected absences during a 12-month period as defined by the employer. The Postal Service has selected the postal **leave year**, which begins with the first full pay period that begins in a calendar year and ends with the start of the next leave year.

An employee's own **serious health condition** is one in which the employee is unable to perform the functions of his or her job. An employee is "unable to perform the functions of the position" when his or her health care provider finds that the employee is unable to work at all or is unable to perform any one of the essential functions of the employee's position within the meaning of the Americans with Disabilities Act (ADA).

FMLA-covered absences to care for an employee's spouse, son, daughter or parent who has a serious health condition requires medical certification that the employee is needed to care for a family member and encompasses physical care and psychological comfort and reassurance when the family member is receiving inpatient or home care.

The answers to the above questions are just the begin- ning to understanding the rights afforded to, and responsibilities required of, employees and the Postal Service under the FMLA. For a more in-depth understanding, refer to M-01866 in the Materials Reference System on the NALC website at mseries.nalc.org/M01866.pdf.

Opting

When an assignment is temporarily vacant for five days or more (because the regular letter carrier is on vacation or ill, or the assignment temporarily has no regular letter carrier assigned, etc.), certain letter carriers may exercise the right to opt to work (or hold-down) that assignment for the duration of the temporary vacancy.

Eligibility—Page 41-10 of the *2014 USPS-NALC Joint Contract Administration Manual (JCAM)* defines which letter carriers are eligible to opt on temporarily vacant assignments by stating:

> Eligibility for opting. Full-time reserve letter carriers, full-time flexible schedule letter carriers, unassigned full-time carriers, part-time flexible carriers, and city carrier assistants may all opt for hold-down assignments.

Rights—Section 3. Other Provisions Article 41 – Letter Carrier Craft (found on page 145 of the National Agreement) further addresses the rights of PTFs and CCAs to opt or hold-down temporarily vacant assignments. That language reads:

> **Section 2.B**
>
> 4. Part-time flexible letter carriers may exercise their preference by use of their seniority for vacation scheduling and for available full-time craft duty assignments of anticipated duration of five (5) days or more in the delivery unit to which they are assigned. City carrier assistants may exercise their preference (by use of their relative standing as defined in Section 1.f of the MOU, Re: City Carrier Assistant) for available fulltime craft duty assignments of anticipated duration of five (5) days or more in the delivery unit to which they are assigned that are not selected by eligible career employees.

Five-day duration—Opting is permitted when vacancies are anticipated to include five or more *work days*, rather than vacancies that span a period of five calendar days but may have fewer than five days of scheduled work. However, these anticipated five days may include holidays. The national parties agreed in a pre-arbitration settlement (H8N-4E-D 14090, July 1, 1982, M-00237) that:

> A temporary vacancy of five (5) days or more that includes a holiday may be opted for, per Article 41, Section 2B.

Waiting period—After CCA letter carriers have been hired, they have a waiting period before they can opt on temporary vacancies. This was addressed by the national parties' joint "Questions and Answers, 2011 USPS/NALC National Agreement" (M-10833), found on pages 7-20 through 7-30 of the *JCAM*. Question 65 clarifies the waiting period before newly hired CCAs can opt, as follows:

> **65. Is there a waiting period for a new CCA (no former experience as a career city letter carrier or city carrier transitional employee) before the employee can opt on a hold-down?**
>
> Yes, 60 calendar days from the date of appointment as a CCA. Once the CCA has met this requirement there is no additional waiting period for applying for/being awarded a hold-down when the employee is converted to career."

Posting—The National Agreement does not set forth specific procedures for announcing vacancies available for hold-downs. However, procedures for announcing vacancies and procedures for opting for hold-down assignments may be governed by local memorandums of understanding (LMOUs) or past practice (memorandum, Feb. 7, 1983, M-00446). The LMOU or past practice may include: method of making known the availability of assignments for opting, method for submission, a cutoff time for submission and duration of hold-down. In the absence of an LMOU provision or mutually agreed-upon local policy, the bare provisions of Article 41.2.B apply. In that case, there is no requirement that management post a vacancy, and carriers who wish to opt must learn of available assignments by word of mouth or by reviewing scheduling documents.

For the posting procedures in your office, consult your shop steward or NALC branch officer.

Duration—Article 41.2.B.5 of the National Agreement provides that once an available hold-down position is awarded, the opting employee "shall work that duty assignment for its duration." An opt is not necessarily ended by the end of a service week. Rather, it is ended when the regular carrier returns, even if only to perform part of the duties—for example, to case but not carry mail.

Exceptions to the duration clause—There are situations in which carriers temporarily vacate hold-down positions for which they have opted—for example, vacation. Such an employee may reclaim and continue a hold-down upon returning to duty (Step 4, H4N-3U-C 26297, April 23, 1987, M-00748). If the opting employee's absence is expected to include at least five days of work, then the vacancy qualifies as a new hold-down within the original hold-down. Such openings are filled as regular hold-downs, such that the first opting carrier resumes his or her hold-down upon returning to duty—until the regular carrier returns.

(continued on next page)

Opting (continued)

Break in Service—An exception to the duration clause for CCAs on a five-day service break between 360-day terms is addressed by questions 69 and 70 of the national parties' joint "Questions and Answers, 2011 USPS/NALC National Agreement" (M-10833), which state:

> **69. Will the 5-day break in service between 360-day terms end an opt (hold-down)?**
> No.
> **70. Does the 5-day break at the end of a 360-day appointment create another opt (hold-down) opportunity?**
> Only where the break creates a vacancy of five workdays. In such case the opt is for the five day period of the break.

Bumping—CCAs can be "bumped" from a hold-down to provide a PTF employee assigned to the same location with 40 hours of straight time work to which they are entitled under Article 7.1.C of the National Agreement. Question 67 of the national parties' joint "Questions and Answers, 2011 USPS/NALC National Agreement" (M-10833) clarifies this as such:

> **67. Can a CCA be taken off an opt (hold-down) in order to provide a part-time flexible employee assigned to the same work location with 40 hours of straight-time work over the course of a service week (Article 7, Section 1.C)?**
> Yes, a CCA may be "bumped" from an opt if necessary to provide 40 hours of straight-time work over the course of a service week to part-time flexible letter carriers assigned to the same work location. In this situation the opt is not terminated. Rather, the CCA is temporarily taken off the assignment as necessary on a day-to-day basis.

Removal from Hold-Down—There are exceptions to the rule against involuntarily removing employees from their hold-downs. PTF and CCA employees may be "bumped" from their hold-downs to provide sufficient work for full-time employees. Full-time employees are guaranteed 40 hours of work per service week. Thus they may be assigned work on routes held down by part-time or city carrier assistant employees if there is not sufficient work available for them on a particular day (H1N-5D-C 6601, Sept. 11, 1985, M-00097).

In such situations, the part-time flexible or city carrier assistant employee's opt is not terminated. Rather, the employee is temporarily "bumped" on a day-to-day basis.

Bumping as a last resort—Bumping is a last resort, as reflected in a Step 4 settlement (H1N-5D-C 7441, Oct. 25, 1983, M-00293), which provides:

> 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.

In the above language, as well as any other language regarding the application of opting and hold-down rules, the provisions that apply to PTFs also apply to CCAs. Question 66 of the national parties' joint "Questions and Answers, 2011 USPS/NALC National Agreement" (M-10833) clarifies this as such:

> **66. Is there a difference in the application of opting (hold-down) rules between part-time flexible city carriers and CCAs?**
> No.

Again, removal from hold-downs should always be a last resort, provided that no other work is available in the delivery unit that the part-time flexible or full-time employees can perform.

Another exception—Some LMOUs allow the regular carrier on a route to "bump" the carrier technician to another route when the regular carrier is called in on a non-scheduled day to work on his/her own route. In such cases, the carrier technician is allowed to displace an employee who has opted on an assignment on the technician's string if none of the other routes on the string are available. In this situation, a part-time flexible or city carrier assistant employee's opt is not terminated. Rather, he/she is temporarily "bumped" on a day-to-day basis. (See Step 4, N8-N-0176, Jan. 9, 1980, M-00154.)

Bidding—An opting employee may bid for and obtain a new, permanent full-time assignment during a hold-down. A national pre-arbitration settlement (H1N-5G-C 22641, Feb. 24, 1987, M-00669) established that such an employee must be reassigned to the new assignment. If there are five or more days of work remaining in the hold-down, then the remainder of the hold-down becomes available to be filled by another opting carrier.

Pay and scheduling—While opting employees are entitled to work the regularly scheduled days and the daily hours of duty of the assignment, they do not assume the pay status of the full-time regular carrier being replaced. A part-time flexible or city carrier assistant who assumes the duties of a full-time regular by opting is still paid as a part-time flexible or city carrier assistant, as appropriate, during the hold-down. While they are entitled to work the regularly scheduled days and the daily hours of duty of the assignment for the duration of the vacancy, PTFs and city carrier assistants are not guaranteed eight hours daily or 40 hours weekly work by virtue of the hold-down alone. PTFs and CCAs on hold-downs are also not guaranteed the right to not work on non-scheduled days.

Relative standing

Relative standing is a form of seniority that was created for city carrier assistants (CCAs) in the 2011 National Agreement. Relative standing is important for a variety of reasons.

Relative standing is used to determine the order in which CCAs are converted to full-time career status. It also is used to determine which CCA will be separated if management makes the decision to separate a CCA for lack of work or for operational reasons upon the completion of a 360-day term. The CCA with the lowest relative standing is always separated if circumstances arise pursuant to Paragraphs h and i in the CCA General Principles found in Appendix B of the 2011 National Agreement.

Relative standing is also used to determine which CCA is awarded a hold-down, as well as annual leave in many places. For all of these reasons, it is important that relative standing is correctly calculated in accordance with the National Agreement.

Relative standing is determined by the original CCA hire date in an installation. For CCAs who were city letter carrier transitional employees (TEs) at any time after Sept. 29, 2007, before being hired as CCAs, the time served as a TE is added, less any breaks in service. Paragraph f of the CCA General Principles found in Appendix B of the 2011 National Agreement addresses this:

> f. When hired, a CCA's relative standing in an installation is determined by his/her original CCA appointment date to the installation, using Article 41.2.B.6.(a) where applicable, and adding the time served as a city letter carrier transitional employee for appointments made after September 29, 2007 in any installation

This language is further explained by Question 60 of the March 15 jointly developed Questions and Answers, 2011 USPS/NALC National Agreement (M-01870):

60. How is time credited for transitional employee employment when determining relative standing for CCAs?

All time spent on the rolls as a city letter carrier transitional employee after September 29, 2007 will be added to CCA time in an installation to determine relative standing. Breaks in transitional employee service are not included in the relative standing period.

When crediting time spent as a TE, it does not matter where an individual served as a TE; all time served as a TE since Sept. 29, 2007, is credited. Question 63 of M-01870 reads:

63. For time spent as a city letter carrier transitional employee, does it matter where an individual was employed when determining relative standing?

No. All time on the rolls as a transitional employee after September 29, 2007 counts toward relative standing regardless of the installation(s) in which the transitional employee was employed.

The relative standing credit for service as a city letter carrier transitional employee always remains with that employee even if they are hired in another installation. Question 64 of M-01870 reads:

64. Does time credited toward relative standing for time worked as a transitional employee after September 29, 2007 transfer from one installation to another once hired as a CCA?

Yes.

Unlike relative standing credit earned as a TE, relative standing credit earned as a CCA does not transfer with a CCA to another installation. This is addressed in Question 65 of M-01870:

65. Does relative standing earned as a CCA in one installation move with a CCA who is separated and is later employed in another installation?

No.

> **"It is important that relative standing is correctly calculated in accordance with the National Agreement."**

If this CCA is then re-employed in his or her original installation, the CCA will begin earning relative standing as if this were an original appointment. All time credit earned as a TE after Sept. 29, 2007, is added to this new date. Question 66 in M-01870 addresses this situation:

66. How is relative standing determined for a CCA who is employed in an installation, then permanently moves to a different installation and then is subsequently reemployed in the original installation?

Relative standing in this situation is based on the date the employee is reemployed in the original installation and is augmented by time served as a city letter carrier transitional employee for appointments made after September 29, 2007 (in any installation).

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Relative standing (continued)

If a tie still exists between two or more CCAs, Appendix B, 1. General Principles, Section f of the National Agreement requires the provisions of Article 41.2.B.6(a) be applied:

41.2.B.6. Relative Seniority Standing

(a) In cases of appointment on the same day, where there is a tie in seniority, the relative standing on the appointment register will determine the more senior carrier.

Question 61 of M-01870 explains how placement on the relative standing roster is determined when two or more CCAs have the same total time credit for relative standing:

61. How is placement on the relative standing roster determined when two or more CCAs have the same total time credited for relative standing?

First, the relative standing on the hiring list (appointment register) will be used to determine the CCA with higher relative standing (See Article 41.2.B.6.[a]). If a tie remains then the formula outlined in Article 41.2.B.7 is applied.

"If you suspect your relative standing is not calculated correctly, notify your shop steward or a branch officer as soon as possible."

New Question 62 in M-01870 explains how Article 41.2.B.6(a) is applied. It also clarifies how relative standing is calculated if more than one hiring register is used and how veterans' preference points are applied when determining relative standing.

62. How are the provisions of Article 41.2.B.6.[a] referenced in Appendix B, I. GENERAL PRINCIPLES, Section f. of the National Agreement applied when determining a CCA's relative standing?

If more than one CCA is appointed on the same day, the relative standing will be determined by the order on the hiring list. If CCAs are hired from more than one hiring list on the same day, relative standing will be determined by applying the rules in Handbook EL-312, Section 441, Basic Order:

1) Applicants who claim 10-point preference based on a compensable military service-connected disability of 10 percent or more are arranged at the top of the relative standing list in descending order of final numerical rating in this group.

2) Applicants claiming other 10-point preference (XP) and applicants claiming 5-point preference (TP) are placed ahead of nonpreference eligible applicants with the same final rating.

3) XP eligibles are placed ahead of TP eligibles with the same final rating.

To resolve any ties, numerical by the last three or more numbers (using enough numbers to break the tie, but not fewer than three numbers) of the employee's social security number, from the lowest to highest.

'Final numerical rating' and 'final rating' as referenced above are determined by adding the individual's score on the entrance exam and any applicable veterans' preference points.

You should be certain that your relative standing is correct. Errors in relative standing are usually easy to identify.

The most common error occurs when more than one CCA is hired on the same day in an installation and the provisions of the National Agreement and the jointly developed questions and answers are not properly applied.

Another common error is not crediting a former TE with time served as a TE after Sept 29, 2007. Former TEs who left the Postal Service a number of years ago sometimes return as CCAs or move from one installation to another. TE time should be properly credited toward relative standing.

Another error sometimes occurs when a CCA is permanently reassigned from one installation to another. These reassignments are permissible if the CCA voluntarily terminates his or her appointment in one installation and is permanently reassigned to another, in accordance with Question 27 of the Questions and Answers (M-01870), which states:

27. May CCAs be permanently reassigned from one post office (installation) to another during their appointment?

Yes, provided the employee's current appointment is being voluntarily terminated. To avoid a break in service a permanent reassignment to a different installation must be effected on the first day of a pay period.

The CCA in this case begins a new period of relative standing. The time served as a CCA in his or her original installation is not credited to the relative standing in the new installation, even though there may not have been a break in service. Any time served as a TE after Sept 29, 2007, is credited toward the employee's relative standing.

Lastly, some errors occur when a CCA returns to the same installation after the five-day break in service. In this case, the CCA's relative standing should not change.

If you suspect your relative standing is not calculated correctly, notify your shop steward or a branch officer as soon as possible.

Protection during the loss of driving privileges

Article 29 of the National Agreement provides strong protection for letter carriers who have the misfortune of losing their on-duty driving privileges. There are two ways a letter carrier can lose driving privileges at work:

- When a letter carrier has his or her state-issued driver's license suspended or revoked outside the workplace, the letter carrier's driving privileges at work are suspended or revoked.
- Management can issue suspension or revocation of driving privileges as a result of alleged misconduct, or because of a letter carrier's medical condition. This can happen after an accident or after an allegation that a letter carrier is an unsafe driver, or both.

A full explanation of Article 29 can be found on pages 29-1 through 29-5 of the 2014 *Joint Contract Administration Manual (JCAM)*. Driving privileges are also addressed in the 2014 NALC Materials Reference System (MRS Index) on page 68.

Article 29 provides that: "Every reasonable effort will be made to reassign such employee to non-driving duties in the employee's craft or in other crafts."

This requirement is not contingent upon a letter carrier making a request for non-driving duties. Rather, it is management's responsibility to find non-driving duties.

Article 29 was interpreted by National Level Arbitrator Carlton Snow in 1998. In the national-level award (C-18159), Arbitrator Snow stated the following:

> Article 29 of the agreement with the National Association of Letter Carriers **requires the Employer to make temporary cross-craft assignments in order to provide work for carriers whose occupational driver's license has been suspended or revoked.** The Employer is required to do so in a manner consistent with the APWU collective bargaining agreement. In instances where it is impracticable to fulfill its contractual obligation under both agreements, **the Employer is without contractual authority to remove such employee. Such individuals shall be placed on leave with pay and reinstated to working status as soon as work is available** by placing the employee in a position which will not violate the collective bargaining agreement of either party. (Emphasis added.)

Simply put, Arbitrator Snow's decision confirms the fact that Article 29 of the National Agreement provides strong protection for letter carriers who lose their driving privileges at work. The important principles to remember are:

- Management is required to make cross-craft assignments for a letter carrier who loses driving privileges, consistent with the APWU agreement, or place the letter carrier on leave with pay.
- Management lacks the contractual authority to remove letter carriers from the Postal Service because they lose their occupational driving privileges.

When a letter carrier's driving privileges are suspended or revoked, the first thing he or she should do is inform his or her immediate supervisor. It's OK to tell them. A letter carrier who fails to inform management that his or her state-issued driver's license is suspended or revoked is making the wrong decision. Article 29 protection only exists after management becomes aware. Management must then find the letter carrier non-driving duties or place him or her in a pay status until work can be provided.

"Arbitrator Snow made it very clear that management lacks the contractual authority to remove a letter carrier from the Postal Service because he or she loses occupational driving privileges."

Over the years, there have been many cases where discipline is issued to letter carriers for failing to report, and/or for driving on, a suspended or revoked license. These situations can be easily avoided if we understand our rights under Article 29.

Article 29 can be a strong argument to include in discipline cases that involve the employee's driving privileges. Shop stewards should consider citing the national-level Snow award (C-18159) in any discipline case related to the loss of driving privileges. Arbitrator Snow made it very clear that management lacks the contractual authority to remove a letter carrier from the Postal Service because he or she loses occupational driving privileges.

For more information or advice on this issue, contact your national business agent.

What is a grievance?

Article 15, Section 1 of the National Agreement provides the following definition of a grievance:

> A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the Union which involves the interpretation, application of, or compliance with the provisions of this Agreement or any local Memorandum of Understanding not in conflict with this Agreement.

Article 15.1 sets forth a broad definition of a grievance. This means that most work-related disputes may be pursued through the grievance/arbitration procedure. The language recognizes that most grievances will involve the National Agreement or a local memorandum of understanding. Other types of disputes that may be handled within the grievance procedure may include:

Alleged violations of postal handbooks or manuals—Article 19 provides that those postal handbook and manual provisions directly relating to wages, hours or working conditions are enforceable as though they were part of the National Agreement. Changes to handbook and manual provisions directly relating to wages, hours or working conditions may be made by management at the national level and may not be inconsistent with the National Agreement. NALC may challenge such proposed changes at the national level. Locally developed policies may not vary from nationally established handbook and manual provisions.

Alleged violations of other enforceable agreements between NALC and the Postal Service—This includes the Joint Statement on Violence and Behavior in the Workplace. In his award in national case Q90N-4F-C 94024977, Aug. 16, 1996 (C-15697), Arbitrator Snow found that the Joint Statement constitutes a contractually enforceable agreement between the parties and that the union has access to the grievance procedure to resolve disputes arising under it. Additionally, in his discussion of the case, Snow writes that arbitrators have the flexibility in formulating remedies to consider removing a supervisor from his or her "administrative duties" if a violation is found.

Disputes concerning the rights of ill or injured employees—This includes claims concerning fitness-for-duty exams, first-aid treatment, compliance with the provisions of the *ELM* Section 540 and other regulations concerning OWCP claims (Step 4, G90N-4G-C 95026885, Jan. 28, 1997, M-01264). However, decisions of the Office of Workers' Compensation Programs (OWCP) are not grievable matters. OWCP has the exclusive authority to adjudicate compensation claims and to determine the medical suitability of proposed limited duty assignments.

Alleged violations of law—Article 5 makes violations of law by the Postal Service grievable matters. In C-06858, March 11, 1987, National Arbitrator Bernstein wrote the following concerning Article 5:

> The only purpose the Article can serve is to incorporate all the Service's "obligations under law" into the Agreement, so as to give the Service's legal obligations the additional status of contractual obligations as well. This incorporation has significance primarily in terms of enforcement mechanism—it enables the signatory unions to utilize the contractual vehicle of arbitration to enforce all of the Service's legal obligations. Moreover, the specific reference to the National Labor Relations Act is persuasive evidence that the parties were especially interested in utilizing the grievance and arbitration procedure spelled out in Article 15 to enforce the Service's NLRB commitments.

However, only disputes concerning violations of law by the Postal Service are grievable under the National Agreement—not violations by other government agencies. Thus, disputes concerning eligibility determinations by OWCP are not grievable. On the other hand, procedural violations of OWCP or *ELM* regulations by the Postal Service are grievable.

These types of disputes, as well as other complaints relating to wages, hours or conditions of employment, may be grieved—An employee or union representative must discuss the grievance with the employee's immediate supervisor within 14 calendar days of when the grievant or the union first learned, or may reasonably have been expected to learn, of its cause. The date of this discussion is the Informal Step A filing date. Article 15, Section 2(a) describes this in pertinent part as follows:

> **(a)** Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor within fourteen (14) days of the date on which the employee or the Union first learned or may reasonably have been expected to have learned of its cause. This constitutes the Informal Step A filing date.

The 14 days for filing a grievance at Informal Step A begins the day after the occurrence or the day after the grievant or the union may reasonably have been expected to have learned of the occurrence. For example, if a grievant receives a letter of warning, Day 1 of the 14 days is the day after the letter of warning is received.

The grievance procedure is a powerful tool negotiated to assist letter carriers in resolving a wide range of work-related disputes. If you believe your rights have been violated, see your shop steward.

MOU Re: Full-time Regular Opportunities – City Letter Carrier Craft (M-01876)

On May 20, the national parties came to agreement on the Memorandum of Understanding Re: Full-time Regular Opportunities – City Letter Carrier Craft (M-01876). This MOU extends the terms of its predecessor, MOU Re: Full-time Regular Opportunities – City Letter Carrier Craft (M-01856), for filling of full-time regular opportunities that became available before July 1, 2016. For all full-time regular opportunities that become available on and after July 1, 2016, the new provisions of M-01876 will take effect. The new provisions of the MOU are designed to:

- Continue to reduce the number of PTFs.
- Accelerate the filling of all residual vacancies not under proper withholding through transfers and CCA conversions to full-time regular career status.
- Continue to provide transfer opportunities for letter carriers and other employees.

The new provisions in M-01876 are outlined in Section B and state:

> **B.** Full-time regular opportunities in the city letter carrier craft covered by this memorandum (which are not subject to a proper withholding order pursuant to Article 12 of the collective bargaining agreement) that become available on and after July 1, 2016, will be filled as follows:
>
> 1. Full-time regular opportunities defined above will be filled within 28 days of becoming available in the following order:
>
> a. if the opportunity is a residual vacancy(s), assignment of an unassigned full-time regular or full-time flexible city letter carrier in the same installation;
>
> b. conversion to full-time regular status of a part-time flexible city letter carrier in the same installation pursuant to Article 41.2.B.6(b) of the collective bargaining agreement.

The above language establishes that Section B only covers full-time regular opportunities that become available on and after July 1, 2016. Paragraph 1 is unchanged from M-01856. Residual vacancies in an installation must first be filled within 28 days of becoming available by first assigning the vacancy to an unassigned full-time regular or full-time flexible letter carrier in the same installation. If the installation does not have any unassigned full-time regular or full-time flexible letter carriers, and the installation has one or more part-time flexible letter carriers, then the conversion to full-time regular status of a part-time flexible city letter carrier in the same installation must take place.

Paragraph 2 begins the significant changes found in M-01876. It reads:

> **2.** Full-time regular opportunities that cannot be filled through Item 1 above will be filled by part-time flexible city letter carriers who have an active transfer request (eReassign) pending to the installation where the full-time regular opportunity exists on the date the full-time regular opportunity becomes available. Approval of such requests will be made based on the order the applications from part-time flexible city letter carriers are received. Requests from part-time flexible city letter carriers will be acted upon without regard to normal transfer considerations. Reassignments and subsequent conversions to full-time status under this section will occur as soon as practicable, with consideration given to operational needs in the losing installation. Requests from all other qualified employees may only be considered under Item 3 below.

The first change to paragraph 2 is the elimination of the requirement in M-01856 to post full-time regular opportunities, which could not be filled through Item 1, in eReassign for a 21-day period during the next available posting cycle. This 21-day posting period was eliminated to facilitate full-time regular opportunities being filled more expeditiously.

The second change to paragraph 2 requires that full-time regular opportunities that cannot be filled through Item 1 above will be filled by part-time flexible city letter carriers who have an active transfer request in eReassign pending to the installation where the full-time regular opportunity exists on the date the full-time regular opportunity becomes available. The date the opportunity becomes available is defined later in the "General Terms" section of M-01876 as follows:

> Residual full-time regular city letter carrier duty assignments referenced in Article 7.3.A of the 2011 collective bargaining agreement, unless considered for reversion pursuant to Article 41.1.A.1, are considered available the date the assignment becomes a residual vacancy.
>
> Newly created full-time unassigned regular (incumbent only) positions which increase full-time complement and are in addition to the duty assignments referenced in Article 7.3.A are considered available the date the Postal Service notifies the national union that an unassigned regular opportunity will be filled.

Previously, employees wishing to transfer could request transfer in eReassign up to the last day of the 21-day posting period. Since that posting period is no longer necessary, and to further facilitate the timely filling of full-time regular opportunities, employees wishing to transfer into an installation must have an active transfer request in

(continued on next page)

MOU Re: Full-time Regular Opportunities – City Letter Carrier Craft (M-01876) (continued)

eReassign the date the opportunity first becomes available.

The third change to paragraph 2 is the addition of the language that states:

> Reassignments and subsequent conversions to full-time status under this section will occur as soon as practicable, with consideration given to operational needs in the losing installation.

Keep in mind: Paragraph 2 pertains solely to voluntary reassignments and subsequent conversions to full-time status of part-time flexible letter carriers.

Paragraph 3 reads:

> **3.** Full-time regular opportunities that remain after Item 2 will be filled by: 1) conversion of city carrier assistants to full-time regular career status in the same installation as the fulltime regular opportunities, or 2) acceptance and placement of voluntary reassignment (transfer) requests pending in eReassign at the time the opportunity becomes available from qualified bargaining unit employees (including full and part-time regular city letter carriers) or reassignment of bargaining unit employees within the installation (if there are insufficient requests from qualified bargaining unit employees, non-bargaining unit employees may be reassigned to a full-time regular opportunity). Reassignment (transfer) requests will be made with normal considerations contained in the Memorandum of Understanding, Re: Transfers, based on the order the applications are received. The number of career reassignments allowed under this paragraph is limited to one in every four full-time opportunities filled in offices of 100 or more work-years and one in every six full-time opportunities filled in offices of less than 100 work-years. At least three or five, as applicable, of full-time opportunities will be filled by conversion of city carrier assistants to full-time regular career status based on their relative standing in the same installation as the full-time opportunities. Conversion of city carrier assistants to full-time status under this section will take place no later than the first day of the third full pay period after either the date the full-time regular opportunity becomes available or, when an employee's request for transfer is declined, or the date the employee rejects the offer.

The above paragraph continues the requirement that employees wishing to transfer into an installation must have an active transfer request in eReassign the date the opportunity first becomes available. In addition, since the 21-day posting is no longer a requirement, this paragraph outlines the timeframe by which conversion of city carrier assistants under this paragraph must take place, which is no later than the first day of the third full pay period after either the date the full-time regular opportunity becomes available or, when an employee's request for transfer is declined, or the date the employee rejects the offer.

In addition to the changes noted above, M-01876 also includes a section titled "General Terms." Much of this section contains language found in M-01856; however, the following additional language has been added as well:

> **General Terms**
>
> The national union will be provided a list of unassigned full-time regular opportunities to be filled each month on the first day of the month or as soon after the first day as practicable.
>
> Residual full-time regular city letter carrier duty assignments referenced in Article 7.3.A of the 2011 collective bargaining agreement, unless considered for reversion pursuant to Article 41.1.A.1, are considered available the date the assignment becomes a residual vacancy.
>
> Newly created full-time unassigned regular (incumbent only) positions which increase full-time complement and are in addition to the duty assignments referenced in Article 7.3.A are considered available the date the Postal Service notifies the national union that an unassigned regular opportunity will be filled.

The above language ensures that NALC Headquarters will be provided a list of unassigned full-time regular opportunities the Postal Service intends to fill each month and when that list will be provided.

As mentioned previously, it also defines the date a full-time regular opportunity is considered available.

The transfer ratios outlined in this MOU are a continuation from the predecessor, MOUs Re: Full-time Regular Opportunities — City Letter Carrier Craft. This means the ratios do not start over with the signing of this new agreement. This is addressed on the last page of M-01876, which states in pertinent part:

> With respect to the transfer ratios outlined above, this agreement is considered a continuation of the predecessor Memorandum of Understanding, Re: Full-time Regular Opportunities — City Letter Carrier Craft.

The most significant change to this MOU versus the previous MOU (M-01856) is the fact that full-time opportunities will no longer be posted in eReassign for 21 days during the next available posting cycle. This means that employees will not necessarily know when opportunities become available. If an employee wishes to transfer to a certain installation, he or she should submit the request in eReassign as soon as possible, regardless of whether there is currently an opportunity available. Transfer requests are considered in the order they are received, so the sooner the request is submitted, the higher the employee will be on the transfer list for a particular installation. Employees should also remember that eReassign requests expire after one year from the date of submission, unless the request is extended. The employee may extend the request each year.

Wounded Warriors leave

In response to the passage of the Wounded Warriors Federal Leave Act of 2015, the Postal Service recently released a management instruction setting forth its policy guidelines and standard procedures for administering a newly created and distinct category of leave called Wounded Warriors leave. Beginning Nov. 5, 2016, certain veterans who have chosen to commence or resume a civilian career with the Postal Service following their military service will be eligible to have credited and use up to 104 hours of Wounded Warriors leave to undergo medical treatment for a service-connected disability rated at 30 percent or more.

This new benefit is available to any career or non-career employee who meets the eligibility requirements outlined in the management instruction, which states:

Eligibility
General

All classifications of career and non-career Postal Service employees are eligible for Wounded Warriors Leave if all of the following applies:

a. They meet one of the eligibility requirements provided under Eligible Employees and

b. They have not previously established eligibility for Wounded Warriors Leave.

Eligible employees are entitled to only one 12-Month Eligibility Period in connection with Postal Service employment.

Eligible Employees

To be eligible, you must meet the criteria of one of the following:

1. A career and non-career employee:
   a. With a full-time, part-time or non-traditional schedules;
   b. Who begins serving his or her first appointment on or after November 5, 2016; and
   c. Who has a single or combined service-connected disability rating of 30 percent or more.
2. Employees who:
   a. Leave the Postal Service's employment to participate in active duty military service;
   b. Return directly from that military service to a career or non-career appointment on or after November 5, 2016; and
   c. Have sustained a single or combined service-connected disability rating of 30 percent or more that was incurred during the employee's immediate absence.
3. Employees who:
   a. Take military leave from the Postal Service to participate in active-duty military service;
   b. Return directly from that military leave on or after November 5, 2016; and
   c. During military leave sustain a single or combined service-connected disability rating of 30 percent or more that was incurred during the employee's military leave.

For USPS employees, this benefit is extended to eligible new employees hired on or after Nov. 5, 2016, as well as current employees who leave the Postal Service's employment or take military leave to participate in active-duty military service, sustain a service-connected disability rating of at least 30 percent during that military leave or service, and then return directly from that leave or service on or after Nov. 5, 2016.

For employees who begin employment with the Postal Service on or after Nov. 5, 2016, with pending disability determinations, who at any time during the first 12 months of employment receive a 30 percent or more disability rating, they will be eligible for leave retroactively to the first day of employment. Any leave without pay (LWOP) or leave used while the determination is pending will be reimbursed and replaced with Wounded Warriors leave, as appropriate, up to the maximum number of days allowed. The maximum number of hours allowed is 104.

It is an employee's responsibility to notify the Postal Service of his or her eligibility before requesting Wounded Warriors leave. Employees must provide documentation from the Department of Veterans Affairs, or on any Office of Personnel Management (OPM) certification form developed for administration of Wounded Warriors leave, certifying that the employee has a qualifying service-connected disability.

The rules for accrual and crediting of Wounded Warriors leave, as well as the timeframe in which the leave must be used, varies depending on whether an eligible employee is new to the Postal Service, being re-employed or returning from military leave. The exact policy for each category of eligible employee reads as follows:

New Employees with a First Time Appointment

Each eligible employee will be credited with 104 hours of Wounded Warriors Leave following the Postal Service's receipt of documentation supporting the employee's eligibility. Wounded Warriors Leave will be available for use retroactively to the first day of employment.

Employees Returning to the Postal Service

Employees with a service-connected disability rated at 30 percent or more will have any unused portion of their Wounded Warriors Leave restored for the remaining months of the Twelve-Month Eligibility Period that began on the first day of their initial employment, if they meet the following requirements:

(continued on next page)

Wounded Warriors leave (continued)

a. Began employment with the Postal Service on or after November 5, 2016;
b. Leave postal employment during the 12-Month Eligibility Period ; and
c. Return to the Postal Service for a career or non-career appointment within the 12-Month Eligibility Period.

Employees Returning to the Postal Service from Military Service

When employees return to duty with the Postal Service on or after November 5, 2016, directly from military service (with a break in service), and as a result of that military service, have sustained a new service-connected disability rated at 30 percent or more, they will:

a. Receive the full 104 hours of Wounded Warriors Leave upon the Postal Service's receipt of documentation of their eligibility for Wounded Warriors Leave; and
b. Have 12 calendar months to use the leave.

Wounded Warriors Leave will be available for use retroactively to the first day of re-employment with the Postal Service.

Employees Returning to the Postal Service from Military Leave

Employees returning to the Postal Service from Military Leave (without a break in service) who sustain a new service-connected disability rated at 30 percent or more will receive the full 104 hours of Wounded Warriors Leave upon the Postal Service's receipt of documentation supporting the employee's eligibility. Wounded Warriors Leave will be available for use retroactively to the first day of return to service and the employee will have 12 calendar months to use the leave.

Wounded Warriors leave expires at the end of an eligible employee's 12-month eligibility period. This happens regardless of the employee's actual Wounded Warriors leave balance. If the employee leaves the Postal Service at any time during or after the expiration of the 12-month eligibility period, any remaining leave will not be reinstated, carried over or paid out, except as permitted by OPM regulations if the employee transfers to another federal agency, or is otherwise permitted by the Postal Service's management instruction.

If an eligible employee began employment with another federal agency and transfers to the Postal Service within the 12-month eligibility period, the employee is eligible to use Wounded Warriors leave for the remainder of the 12 months. In these instances, the employee must certify the number of hours of Wounded Warriors leave used at the former agency. The Postal Service will provide the employee with the remaining Wounded Warriors leave.

Ideally, absences in which Wounded Warriors leave could be used would be known in advance; however, that may not always be the case. The Postal Service acknowledges this and within its policy describes what employees should do to request Wounded Warriors leave in circumstances of both a foreseeable and unforeseeable nature. That policy reads:

Foreseeable Leave

All employees requesting Wounded Warriors Leave must:

a. Submit their request on PS Form 3971, Request for or Notification of Absence, in advance to the appropriate supervisor; and
b. Designate the reason for the absence as "other" and write "Wounded Warrior Leave" in the space provided.

Unforeseeable Leave

The Postal Service makes an exception to the advance approval requirement for unexpected treatment that qualifies for Wounded Warriors Leave. When the need to use Wounded Warriors Leave is not foreseeable, the employee must notify the appropriate supervisor of the following items:

a. The employee's treatment;
b. The expected duration of the absence; and
c. The applicability of Wounded Warriors Leave as soon as possible.

Alternatively, the employee may use the Interactive Voice Response (IVR) system to record his or her absences. If the employee does not submit PS Form 3971 before the absence, the supervisor must provide it to the employee upon his or her return to duty.

An employee's supervisor is responsible for approving or disapproving requests for Wounded Warriors leave by signing PS Form 3971, and returning a copy to the employee. In addition, to verify that Wounded Warriors leave requested by an employee is appropriately used for the treatment of a service-connected disability, the requesting employee must provide proof from the health care provider that the employee used the leave to receive treatment for a covered disability. The Postal Service has created a form to be used for this verification. The new form is PS Form 5980, Treatment Verification for Wounded Warrior Leave.

This new category of leave is a very important benefit to letter carriers who also are veterans with a disability rated at 30 percent or greater. Disabled veterans generally are required to attend regular medical appointments to maintain their health and to continue their eligibility to receive their veterans' benefits. Frequently, it is unavoidable that such appointments must be scheduled during normal work hours, and letter carriers in the past were therefore often required to use LWOP to attend those appointments. Wounded Warriors leave should provide some relief to those who are eligible and must receive necessary treatment.

After final release by the Postal Service, a copy of the management instruction outlining the policy guidelines established for the administration of Wounded Warriors leave will be made available on the NALC website at nalc.org. The document will be placed in the Materials Reference System (MRS), as well as on the Military Veterans, Contract Administration Unit and City Delivery pages.

Understanding settlements about USPS' time-projection tools

Over the years, the Postal Service has developed and used many different time-projection tools. The misuse of these tools by frontline supervisors has been the subject of multiple grievances that have risen to the national level. It is important for rank-and-file letter carriers and shop stewards alike to understand the national parties' agreed-upon settlements and how they relate to the use of these tools on the workroom floor.

These tools have changed over time, with new ones constantly popping up in different parts of the country. While the names and methods have changed with each new projection tool, what hasn't changed are the responsibilities and reporting requirements outlined in *Handbook M-39, Management of Delivery Services* and *Handbook M-41, City Delivery Carriers Duties and Responsibilities*. What else hasn't changed is NALC's ability to challenge the use of any such projection as the sole determinant of a carrier's daily workload or its utilization as the sole basis for disciplinary actions. These issues have been settled many times in the past. To better understand this, let's take a look at a few past settlements on other time-projection systems:

- In 1979, the NALC and the USPS came to an agreement, assigned in the NALC Materials Reference System (MRS) as number M-00394, concerning the use of the Delivery Unit Volume Recording System (DUVRS). DUVRS was an early tool used to project office time for letter carriers. M-00394 states that DUVRS "will not constitute the basis for disciplinary action for failure to meet minimum standards" and that the program "will not constitute the sole basis for a carrier's leaving time."
- In 2001, a national-level settlement (M-01444) was signed regarding three different projection systems. M-01444 makes clear that these three projection systems "will not constitute the sole basis for discipline." The agreement also quotes Section 242.332 of *Handbook M-39*, which states: "No carrier shall be disciplined for failure to meet standards, except in cases of unsatisfactory effort which must be based on documented, unacceptable conduct that led to the carrier's failure to meet office standards." M-01444 also reinforced language agreed on in the 1985 national-level settlement M-00304, stating: "There is no set pace at which a carrier must walk and no street standard for walking."
- A 2007 settlement (M-01664) protected letter carriers from management's use of Delivery Operations Information System (DOIS) time projections. M-01664 states that DOIS projections "are not the sole determinant of a carrier's leaving or return time, or daily workload. As such, the projections cannot be used as the sole basis for corrective action." The settlement also makes clear that the use of DOIS does not change the letter carrier's or the supervisor's responsibilities and requirements found in *Handbook M-39* and *Handbook M-41*.
- In 2011, NALC and USPS settled a national-level interpretive dispute over management's use of an "office efficiency tool" developed in the Greater Indiana District. This settlement (M-01769) is the latest in a long string of settlements designed to protect letter carriers from management's improper use of office and street time projections.

"It is important for rank-and-file letter carriers and shop stewards alike to understand the national parties' agreed-upon settlements and how they relate to the use of these tools on the workroom floor."

M-01769 extends the same protections to letter carriers concerning management's use of the "office efficiency tool" that was the subject of this grievance. The terms of M-01769 also are applicable to any management office or street time projection system/tool currently in use or similar tool/system developed in the future. The new language states:

> The subject office efficiency tool is a management tool for estimating a carrier's daily workload. The office efficiency tool used in the Greater Indiana District **or any similar time projection system/tool(s)** will not be used as the sole determinant for establishing office or street time projections. Accordingly, the resulting projections will not constitute the sole basis for corrective action. This agreement does not change the principle that, pursuant to Section 242.332 of

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Understanding settlements about USPS' time-projection tools (continued)

Handbook M-39, 'No carrier shall be disciplined for failure to meet standards, except in cases of unsatisfactory effort which must be based on documented, unacceptable conduct that led to the carrier's failure to meet office standards.' Furthermore, as stated in the agreement for case H1N-1N-D 31781, 'there is no set pace at which a carrier must walk and no street standard for walking.'

Projections are not the sole determinant of a carrier's leaving or return time, or daily workload. The use of any management created system or tool that calculates a workload projection does not change the letter carrier's reporting requirements outlined in section 131.4 of *Handbook M-41*, the supervisor's scheduling responsibilities outlined in section 122 of *Handbook M-39*, or the letter carrier's and supervisor's responsibilities contained in Section 28 of Handbook M-41. (Emphasis added.)

"Any time-projection tool being used by management doesn't change the fact that it cannot be used as the sole determinant of a letter carrier's daily workload projections."

The letter carrier's reporting requirements referenced in M-01769 and outlined in Section 131.4 of *Handbook M-41* read in relevant part as follows:

131.4 Reporting Requirements

131.41 It is your responsibility to verbally inform management when you are of the opinion that you will be unable to case all mail distributed to the route, perform other required duties, and leave on schedule or when you will be unable to complete delivery of all mail.

131.42 Inform management of this well in advance of the scheduled leaving time and not later than immediately following the final receipt of mail. Management will instruct you what to do.

131.43 Complete applicable items on Form 3996, Carrier-Auxiliary Control, if overtime or auxiliary assistance is authorized in the office or on the street.

131.44 Report on Form 1571 all mail undelivered—including all mail distributed to the route but not cased and taken out for delivery. Estimate the number of pieces of mail.

131.45 Do not curtail or eliminate any scheduled delivery or collection trip unless authorized by a manager, in which case you must record all facts on Form 1571.

131.46 Before you leave the office, enter on Form 1571 the mail curtailed; when you return, add any mail which was not delivered and which was returned to the office. Follow any special local procedures set up to identify errors and corrective actions for mail returned because it was out of sequence.

Section 28 of *Handbook M-41* outlines the procedures for letter carriers to fill out PS Form 3996, Carrier – Auxiliary Control and submit it to the supervisor when the letter carrier estimates the daily workload cannot be completed in the allotted time. This section also details the requirements of the supervisor once the form has been submitted.

Section 122.33 of *Handbook M-39* requires a supervisor to provide a letter carrier with PS Form 3996 upon request once the supervisor has been verbally informed why the request is being made. That sections states:

> 122.33 The employee, upon request, will be provided a Form 3996, Carrier - Auxiliary Control, after the supervisor has been verbally informed as to the reason for the request. The employee shall not be denied the form and, upon request, a duplicate of the completed form will be provided the employee.

As you can see, any time-projection tool being used by management doesn't change the fact that it cannot be used as the sole determinant of a letter carrier's daily workload projections. Letter carriers are still responsible for estimating the amount of time it will take to complete their assigned duties, and management still has a responsibility to manage that workload within the confines of the handbook language as well as the above-referenced settlements. Shop stewards are advised to consider citing violations of these settlements in all grievances concerning management's improper use of office and street time projection tools or systems.

How to approach p.m. office duties

In some locations, supervisors instruct letter carriers to complete their assigned p.m. office duties within a predetermined amount of time. *Handbook M-41, City Delivery Carriers Duties and Responsibilities*, specifies what duties letter carriers should perform as p.m. office functions *after* clocking back in from the street. Those duties are as follows:

42 Disposition of Collected Mail

Place the mail collected on designated table or in receptacles.

43 Clearance for Accountable Items

431 Keys

Turn in mail keys in exchange for assigned key check or signature clearance.

432 Registered and Certified

432.1 Give finance clerk all undeliverable articles and Forms 3849 and/or 3811 for each registered and certified delivery.

432.2 Complete Form 3821 showing the number of receipts and undeliverable articles returned to the clerk. Ensure that any accountable items found in the DPS mail are added to the total accountable pieces included on the form. If form is properly completed, clerk will sign and return it to you. This is your receipt, keep it for a 2-year period.

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

433 Insured Mail

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

434 CODs

434.1 Surrender to clearance clerk COD tags and the money for all delivered COD parcels. Return all undelivered CODs for clearance.

434.2 If Form 3821 is used at your office, verify the entries after clerk has entered the amount of funds and the number of parcels accounted for. Carrier must place original of Form 3821 in locked receptacle provided and keep the duplicate for 3 months from last day of month issued. (Clerk may not do this.)

434.3 If Form 3821 is not used at your office, clerk will initial and return delivery employee coupon to you. Keep this coupon for 2 years.

435 Customs Duty Mail

435.1 Turn in to cage clerk Customs Forms 3419 and money collected for all custom duty mail.

435.2 After the clerk has entered the amount of funds and the number of parcels on Form 2944, verify the entries. Sign on line opposite the clerk's name.

435.3 Place first copy of Form 2944 in locked receptacle provided and keep second copy for 3 months from last day of issuance.

436 Postage Due

436.1 Return all undeliverable postage due mail and funds collected on postage due mail delivered.

436.2 The clearance clerk will sign Form 3584 if postage-due collected and returned articles agree with amount shown on Form 3584. You will be reimbursed for the amount due on the returned articles if you paid for the postage due articles in cash.

44 Undelivered Mail

441 Processing Undelivered Mail

Follow procedures listed in part 24 to process forwardable and undeliverable mail (1) that you didn't process before leaving the office and/or (2) that you picked up on route. After processing, place this mail in throwback case, as explained in part 24.

442 Completing Form 1571

442.1 After return from trip, obtain Form 1571, Undelivered Mail Report, from unit manager.

442.2 Add any mail which was not delivered but was returned to the office.

442.3 Sign the form and give it to a unit manager.

"*Handbook M-41* specifies what duties letter carriers should perform as p.m. office functions after clocking back in from the street."

There is no set time in which the above duties must be performed. These duties are equally as important as morning office or street duties. If letter carriers are not allowed to perform these duties on office time in the afternoon, a shop steward or branch officer should be notified so he/she can investigate and, if appropriate, file a grievance citing a violation of the above-referenced language from *Handbook M-41* via Article 19 of the National Agreement.

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