

ARTICLE 1

1. The Union (NALC) collectively bargains as a result of an agreement from the first National Agreement.

False - See JCAM page 1-1, National Labor Relations Act Section 8(d). The Postal Reorganization Act of 1970 establishes the framework for collective bargaining. NALC bargains over wages, hours and working conditions established under this law.

2. The NALC must equally represent all city letter carriers in contractual matters, even if they don't belong to the Union.

True - See JCAM page 1-1 Having been granted exclusive bargaining rights for city letter carriers, labor law requires us to equally represent all city letter carriers. Article 1, Section 1 of the National Agreement gives us both the right and obligation to equally represent all city letter carriers.

3. Managers and supervisors are excluded from the bargaining unit.

True - See JCAM page 1-3, Article 41.1.A.2., C#3288, C#4925 and C#0580. While managers and supervisors are excluded from the bargaining unit, 204-Bs are considered to be craft employees and continue to accrue seniority.

4. Casuals are not part of the NALC bargaining unit.

True - See JCAM pages 1-3, Article 1.6. Casuals are non-career, non-bargaining unit employees.

5. The use of the term "scab" by a Union is protected by the National Labor Relations Act.

True - See M-00684 U.S. Supreme Court decision dated June 25, 1974. "Rather than being a reckless or knowing falsehood, naming the appellants as scabs was literally true."

6. A 204-B who is disciplined for an act while actually serving as a supervisor is represented by NAPS.

False - See C#0580 and C#03227, National Arbitrator Mittenthal Per Article 1 of the National Agreement, until the 204-B becomes a permanent supervisor they are represented by the appropriate craft union.

7. Management can assign duties to letter carriers outside the job description found in the EL-311 Handbook.

False - See M-00035 Step 4

8. Management may not convert from rural to city delivery nor vice versa.

False - See M-00636 and C#03974 Regional Arbitrator Holly. See also M-00320 Memorandum by David Charters dated June 9, 1975.

9. If a special delivery craft exists in an installation they have exclusive jurisdiction over delivery of Express Mail.

False - See C#13863, National Arbitrator Mittenthal

10. The delivery and transporting of Express Mail is exclusively letter carrier work.
False - See M-00136 Step 4
11. Supervisors may case mail into letter carrier cases.
False - See M-0832 Step 4 and JCAM page 1-5 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.
12. When supervisors perform craft work in violation of Article 1, there is no remedy if the amount of time is de minimis.
True - See 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.
13. An emergency, as referred to in Article 1.6.A., is 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.
True - JCAM page 1-5

ARTICLE 2

14. If a carrier is discriminated against for reasons of race, creed, color, religion, national origin, sex, age or marital status, the employee can file a grievance.
True - Article 2, Section 1 The carrier should also file an EEO Complaint.
15. There is no responsibility to reasonably accommodate a qualified handicapped person.
False - See EL-307 Guidelines on Reasonable Accommodation. Article 2 creates a requirement that the Postal Service reasonably accommodate a "qualified handicapped person" as a result of incorporating the Rehabilitation Act of 1973 as amended in 1975.
16. 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 Step 1 with the immediate supervisor.
False Article 2, Section 3 states that a discrimination grievance may be filed at Step 2 within 14 days of the alleged discrimination.
17. A meeting with an EEO counselor can only be done off-the-clock and may not include the complainant's representative.
False - See M-00493 Step 4 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.
18. An EEO settlement automatically voids a grievance if the issues or remedies are the same.
False - See M-00770 Step 4 Note: A Union representative cannot agree through the grievance procedure to nullify an EEO complaint without the EEO complainant's consent.

19. While Step 2 representatives are not entitled to travel time, EEO representatives are.
True - See M-01057, APWU Step 4
20. The Postal Service may assign an employee to a fixed schedule of Saturdays off for religious reasons even where the Local Memo provides for rotating days off.
False - See C#04085 National Arbitrator Aaron
21. The Postal Service has no requirement to attempt to provide accommodation of religious needs with respect to schedules.
False - See M-00588 Letter from Postmaster General, November 25, 1981 The letter states that any attempts must be consistent with applicable collective bargaining agreements.

ARTICLE 3

22. An emergency is contractually defined as any incident which could not be foreseen.
False - See Article 3.F An emergency is defined as being 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. See also M-00105 and C#03633.
23. You cannot grieve a violation of Article 3.
False The applicable laws and regulations referred to in Article 3 include the M-41 and M-39 Handbooks, EL&R Manual, EL-313 Supervisor's Safety Handbook, and other handbooks and manuals of the US Postal Service as they relate to wages, hours and conditions of employment for postal employees.
Thus, any violation of the above manuals would be an automatic violation of Article 3 of the National Agreement in addition to Article 19 and the particular manual which was violated.

ARTICLE 5

24. Laws concerning wages, hours and working conditions are not applied to letter carriers.
False - See 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.
25. Past practices should never be argued in the grievance procedure.
False - See Elkouri and Elkouri, Chapter 12 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.

26. Management may preclude the use of portable radios by employees whether the past practice allows such or not.

False - See M-00786 and C#07964 Regional Arbitrator Snow

ARTICLE 6

27. Postal employees, once hired, are protected from layoff for the rest of their careers.

False - See JCAM page 6-6 Beginning in 1978, a national arbitrator ruled that employees may only gain life-time protection against layoffs after September 15, 1978, if they have six continuous years of service in the regular work force and work at least one hour or receive a call-in guarantee in lieu of work in 20 of the 26 pay periods during each anniversary year.

28. An employee may not be adversely impacted by the use of FMLA relating to achieving protected status.

True - 29 CFR 825

ARTICLE 7

29. Part-time flexible letter carriers are guaranteed 40 hours of work at straight time rates before casual employees may be scheduled.

False - See C#00403 National Arbitrator Gamser

30. Casuals are either letter carriers or clerks.

False - See Article 7.1.B.3. Casuals may work in both crafts , however the casual cap in the letter carrier craft is 3½%.

31. 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 at that time.

False - See National arbitration award AC-C-13148 and 14767 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.

32. Part-time flexible employees should be utilized across craft lines in lieu of utilizing casual employees.

True - See M-00312 Memorandum June 22, 1976 (Conway)

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

False - See C#05959 Regional Arbitrator Rotenberg The restrictions found in Article 7 on management's rights to work employees across craft lines apply regardless of the size of the office or any past practice to the contrary.

34. RCA's are absolutely prohibited from working in the carrier craft.

False - M-01193 and M-01197 Step 4 In emergency circumstances only RCA's can work in the carrier craft. Also, under a temporary dual appointment per ELM 323.61.

35. 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 March 9, 1987 While clerks may make sortations to directs on a letter carrier's route, clerks may not make what is called a "tertiary" sortation.
36. When a full-time regular position is vacated in an installation by retirement or some other means, the Postal Service must immediately promote the senior part-time flexible to regular status.
False - See M-00407 Step 4 In this particular case, the Postal Service took the position that they have every right to wait for a residual vacancy (that is, an assignment left unbid) before assigning the senior part-time flexible to full-time status.
37. When management combines work in different crafts to make a full-time position, they must first get the approval of the crafts involved.
False Article 7, Section 2.A. only requires management to inform the Unions in advance of the reasons for combining such work.
38. The Postal Service may reassign an employee to another craft due to their inability to work safely.
False - See M-00081, Pre-arb The parties have agreed that an employee may volunteer for reassignment to another craft, but the Postal Service may not unilaterally make such a reassignment for safety reasons.
39. Time worked by a part-time flexible carrier on an opted assignment is creditable for purposes of meeting the maximization criteria of Article 7, Section 3.C.
True - See C#05070 National Arbitrator Mittenthal
40. In an office with more than 200 man years of employment, full-time flexible regular positions count in the 88% full-time employees required pursuant to Article 7.3.A.
True - See National arbitration award H1C-NA-C-120, Article 7.3.A. Full-time flexible regulars are counted as part of the 88% for purposes of satisfying that full-time requirement under Article 7.3.A. When PTFs are entitled to conversion to full time under Article 7.3.A. and the Maximization Memorandum, management must first convert employees to full-time regular under the 88% staffing requirement, then additional employees meeting the Maximization Memorandum criteria would be converted to full-time flexible regular.
41. Criteria for conversion found in Article 7.3.C. applies only to offices of 125 man years or more.
False - See M-01032 Step 4 Article 7.3.C contains no limit on size of office.
42. A full-time flexible employee established per the Article 7 Memorandum is the same as an unassigned regular defined in Article 41, Section 1.A.
False - See M-00524, M-00791 Pre-arb, October 29, 1987 and M-00551 Step 4's

ARTICLE 8

43. No regular employee can be required to work more than 60 hours in a service week.
True - See C#06060 National Arbitrator Mittenthal However, the parties have agreed that a 50% penalty will be paid when this provision is violated.
44. If an employee is sent home in the middle of their scheduled day because of the bar against working employees more than 60 hours in a service week, the employee is entitled to be paid for the remainder of their scheduled day.
True - See C#07323 National Arbitrator Mittenthal
45. Holiday leave does not count towards the 60 hour cap.
False - See M-01180 and M-01176 Step 4's
46. Overtime is not authorized if management orders a letter carrier to finish their route even though the employee has informed management the route cannot be done in eight hours.
False - See M-00326 Step 4
47. The reference to part-time employees in Article 8, Section 3, applies to the part-time regular employees only.
True - See M-00574, November 4, 1971
48. Management may require a temporary schedule change without payment of overtime providing the schedule change is limited to less than one hour.
False - See Article 8, Section 4.B. This action, initiated by management was the basis for the Grottom case of several years ago. **Note:** There is no temporary schedule change at management's request without payment of overtime. If there is a permanent schedule change, it must be posted before the start of the service week it affects or there will be overtime. **Note:** There is no Wednesday previous posting requirement any more.
49. The Postal Service must award overtime work to individuals on the overtime desired list prior to assigning such overtime work to part-time flexibles.
False - See C#06103A National Arbitrator Mittenthal Part-time flexible employees may be worked on straight or overtime prior to the Postal Service being required to utilize the overtime desired list.
50. Full-time regular letter carriers may sign both the regular overtime desired list and the work assignment overtime list.
False - See M-00833 Joint Statement on Overtime, June 8, 1988
51. Employees are not permitted to sign the overtime desired list in the middle of a quarter.
True - With two exceptions. See M-00621 Step 4. Article 8, Section 5.A., M-00820 Step 4, allows individuals who have been on military leave during the two weeks prior to the quarter to sign when they return to work.

Additionally, it should be noted that M-00833 the Joint Statement on Overtime dated June 8, 1988 allows a carrier who bids or transfers between units within an installation during a calendar quarter to sign the overtime desired list in the gaining unit if they were on the overtime desired list in the losing unit.

52. Employees who remove their name from the overtime desired list can be required to work overtime if they have already been scheduled to work it.

True - See M-00715 Step 4

53. The work assignment overtime list established on May 28, 1985 creates both a right and an obligation to work overtime on their own assignment on a regularly scheduled day.

True - See M-00589

54. A T-6 letter carrier who signs the work assignment list works the overtime on all his/her routes unless the regular on the route is also on the work assignment list.

True - See 5/28/85 Memorandum M-00589

55. An employee on the overtime desired list has the option of accepting or declining overtime on any day.

False - See C#05860 National Arbitrator Mittenthal

56. Individuals on light and limited duty may not sign the overtime desired list as referred to in Article 8 of the National Agreement.

False - See M-00795 Step 4

57. ODL employees must be maximized prior to utilizing casuals.

False - C#03246 National Arbitrator Gamsner, also see C#00675.

58. The Postal Service may utilize a criteria of who is best qualified to assign overtime.

False - See M-00291 Step 4 A full-time letter carrier is considered to be a qualified craft employee and the Postal Service may not assign on the basis of what they deem to be best qualified.

59. In order to determine whether or not overtime is equitably distributed, opportunities are the sole criteria used.

False - See M-00370, also C#06364 National Arbitrator Bernstein.

60. Overtime worked by a letter carrier on their own route is not counted as an overtime opportunity for the purpose of administration of the ODL.

True - See M-00135 Pre-arb, July 1, 1982

61. Management may not remove an employee's name from the ODL during the quarter.

True - See M-858 Step 4

62. Postal management may not seek volunteers to work overtime.
False - Joint Statement On Overtime M-833 After complying with Article 8.5.G. management may, but is not required to, seek volunteers in those situations when non-ODL employees are needed to work on other than own assignment or on a non-scheduled day under Article 8.5.D.
63. Reserve carriers and unassigned regulars who are on the work assignment list are available for overtime only if they hold a current opt.
False - See M-01232 Step 4 These carriers may work overtime on an assignment for any given day. However, if multiple assignments are worked on the same day, no entitlement exists.
64. Management may require non-ODL carriers to work overtime during route inspections.
True - See M-01106 Pre-arb However management may only require non-ODL carriers to work overtime for the purpose of counting mail and/or the day of inspection.
65. Management may not require a non-ODL carrier to work overtime during a one-day count.
False - See M-01217 Pre-arb If management accompanies the carrier on the street, management may mandate overtime for this day.
66. Employees who temporarily change their schedule with a Form 3189 are prohibited from working overtime.
True - See M-01079, Pre-arb, May 25, 1992
67. An individual called in on their non-scheduled day can negate the Article 8 guarantee by filling out Form 3971 for personal reasons.
True - See M-00119 Step 4 However, an employee may not be scheduled if they are not available to work the entire guarantee. See also M-00879 and M-01210.
68. The term "auxiliary assistance" includes PTFs at the regular overtime rate.
True - M-01016, Step 4
69. Management may grant annual leave to a PTF thereby forcing a regular to work mandatory overtime.
True - See C#10717, Regular Arbitrator Liebowitz
70. VOMA's may sign the overtime desired list of whatever craft they were in prior to the awarding of the VOMA position.
False - See M-00051 Step 4 VOMA's are not eligible to place their names on the overtime desired list.
71. A 204-B working in the city letter carrier craft can voluntarily waive out-of-schedule pay while they are on detail to a higher level assignment and worked outside of their bid schedule.
False - See C#00161 National Arbitrator Gamsler The only provision for waiving out-of-schedule pay is when the individual assigned to the higher level detail fills out a 3189, which is then signed by both the employee and the Steward. Stewards should not sign the 3189 in these circumstances.

72. 204-Bs cannot be utilized in lieu of a bargaining unit employee for the purpose of bargaining unit overtime.

True - See M-00506 Pre-arb 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.

73. A 204-B may not sign the overtime desired list.

False - See M-00747 Step 4 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.

74. Part-time regulars' normal work week is five service days and management may not use them six days.

False - See M-00358 Step 4 While it is true that the normal work week of a part-time regular is five service days, management may use them for six.

75. There is no contractual obligation to pay out-of-schedule premium to an employee in a training situation.

True - See M-00554 Step 4

76. A part-time flexible employee is always guaranteed either two or four hours depending on the size of the installation when they work a split shift.

False - See M-00246 Step 4 If the part-time flexible 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 part-time flexible employee 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 part-time flexible employee completes their assignment, clocks out and leaves the premises and is then called back, they are guaranteed four hours of work or pay and this guarantee is applicable to any size office.

ARTICLE 9

77. Part-time flexibles are compensated at a different rate for overtime than a full-time regular employee.

False - See M-00373 Step 4 The reason that this is false is that the regular straight time hourly rate of the part-time flexible employee incorporates the compensation for the 10 holidays cited in Article 11, Section 1 of the National Agreement.

ARTICLE 10

78. If a Local Memorandum either specifically, or by percentage, provides for a certain number of employees off in choice and non-choice periods, management must grant leave when the slots are not filled.

True - See National arbitration award H1C-NA-C-59 and 61 In accordance with the language of the Local Memorandum. If the Local Memorandum sets percentages or numbers off during the

choice and non-choice periods, those slots remain available up to the limitations provided throughout the leave year unless a specific provision of the Local Memorandum places a limitation on such a selection.

79. Management may exclude vacation weeks from the leave chart in order to conduct counts and inspections.

True - See M-1105 Pre-arb Under the following conditions:

- (1) all advance commitments for granting annual leave must be honored, except in serious emergency situations;
- (2) management may block out vacation time in order to perform route inspections provided that the dates in question are blocked out prior to vacation selection;
- (3) when management blocks out vacation time an equivalent number of additional slots must immediately be made available for vacation selection unless the local Union agrees otherwise. The slots will be added to the number of slots required by the Local Memorandum during the 30 day period immediately before or after the dates of the inspection.

80. Part-time flexible employees are credited at the beginning of the leave year for all annual leave to be earned that year.

False - See ELM 512 PTF employees earn annual leave based on the number of hours in pay status on an earn-as-you-go basis.

Example: Less than three years service, one hour for each 20 hours worked to a maximum of four hours per pay period.

Three to 15 years. One hour for each 13 hours worked to a maximum of six hours per pay period.

15 or more. One hour for each ten hours worked to a maximum of eight hours per pay period.

81. Annual or sick leave must be used in minimum units of one hour.

False - See Article 10, Section 5D, E&LR Manual 512.5 (annual leave) and E&LR Manual 513.4 (sick leave). Units are now charged in whole hours and fractions of an hour by hundredths. (One hundredths of an hour - .01 hour - is the minimum unit allowable.

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

False - See M-00508 Step 4 and Article 10, Section 4.D.

83. Casual employees earn annual leave in the same manner as part-time flexible employees.

False - See ELM, Section 512.132

84. Disabled veterans who are employed by the Postal Service have additional protection relative to the use of sick leave and leave without pay.

True - See M-00165 Executive Order 5396 (Herbert Hoover) Since 1930 there has been a legal

protection to 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.

See also M-00787 Step 4 in which the Postal Service agrees that the Hoover Executive Order still applies. Also see Employee and Labor Relations Manual, Section 514.22.

85. It is inappropriate for an employee to bring documentation showing proof for incapacitation by anyone other than a licensed physician.

False - See M-00803 Step 4 This decision allows a naturopath to be considered an "attending practitioner" under 513.364 of the Employee and Labor Relations Manual.

86. The Postal Service may not contact an employee's physician to obtain clarification or verification of a medical certificate.

False - See M-00703 Step 4 However, in OWCP cases, management may only contact the physician via mail or fax. Telephone/in person contact is prohibited in OWCP cases. See 20 CFR 10.

Also, in FMLA cases management must obtain permission of the employee prior to contact. See 29 CFR 825.

87. If the Postal Service has requested medical certification they should approve sick leave pending the receipt of such from the employee.

False - See M-00132 Step 4 The Postal Service is well within its rights to withhold approval of the sick leave until the documentation is submitted.

88. Employees may be required under certain provisions to supply a separate statement for the reason of an absence in addition to Form 3971.

False - See M-012003 Step 4

89. A non-scheduled day is counted in determining whether or not an employee has been sick in excess of three days per 513.362 of the Employee and Labor Relations Manual.

False - See M-00489 Step 4

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

False - See M-00665 Step 4 A part-time flexible employee is not guaranteed a set number of hours sick leave 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.

91. Local policies concerning call-in procedures for absences are for local management to determine.

False - M-1059 Step 4 Local policies must comport with ELM 513.332.

92. If you run out of sick leave, management must approve a request for up to 30 days advance sick leave if you are a regular full-time employee.

False - E&LR Manual 513.5 Approval is at the discretion of the Postmaster. Normally it will be advanced if there is reason to believe the employee will return to work and medical documentation accompanies the request.

93. Only sons/daughters and spouse qualify for the 80 hours of sick leave for dependent care.
False - Sick Leave for Dependent Care Memo of Understanding. Parents also qualify.
94. Family Medical Leave may be used to look for day care for a new child under 1 year of age.
False - See 29 CFR 825, see also NALC Guide to FMLA.
95. Employees may be required to provide additional medical proof of FMLA entitlements every 14 days.
False - 29 CFR 825, see also NALC Guide to FMLA. Management may not ask for recertification until expiration of original notice. Absent a minimum period, management may not ask more often than 30 days.
96. Supervisors may call a carrier's doctor for additional information about an FMLA certificate.
False - See 29 CFR 825, see also NALC Guide to FMLA.
97. Absences for FMLA purposes can be cited in discipline cases.
False - See C#14107 Regional Arbitrator Lurie FMLA absences are excused for up to a total of 12 weeks. No discipline may be issued based on FMLA leave.
98. When a carrier and her husband both work for the Service and there is a child born, each are eligible for 12 weeks off.
True - NALC Guide to FMLA, page 19
99. A carrier's child has asthma. Once a month he/she takes the child to the doctor for treatment. This qualifies for FMLA.
True - See 29 CFR 825, see also NALC Guide to FMLA. Intermittent absences due to a family member's chronic condition do meet the criteria.
100. Carriers can take FMLA leave for substance abuse treatment.
True - See 29 CFR 825, see also NALC Guide to FMLA. However, the care must be administered by a licensed health care provider.
101. In-laws qualify for FMLA when they are living with the carrier.
False - 29 CFR 825, see also NALC Guide to FMLA.
102. No employee may take more than 15 days of military leave within a particular year.
False - ELM Section 517.63. See also M-00174 Letter of December 12, 1977. Allows employees, if they have official orders for training or responsibilities beyond the 15 days, to take annual leave or LWOP at their discretion for the amount of time necessary.
103. Both full-time and part-time employees are eligible for military leave.
True - See ELM, Section 517.51 Full-time employees are granted up to 15 days per year and part-time employees are granted one hour of military leave for each 26 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 80 hours.

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

True - See C#06821 and ELM, Section 516

ARTICLE 11

105. Management must post the holiday schedule as of the Wednesday preceding the week in which the holiday falls.

False - Article 11, Section 6.A This provision requires the Postal Service to post the schedule by the preceding Tuesday.

106. 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 their holiday or designated holiday will receive overtime for the whole day's work.

False - While it may seem like semantics Section 434.533 of the Employee and Labor Relations Manual provides for "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.

107. If a full-time regular employee is properly scheduled by the Tuesday preceding the service week in which the holiday falls but 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 434.533.c and M-00155 Step 4

108. Management may assign individuals to work on a holiday because they are better qualified than another carrier.

False - See M-00340 Step 4

109. A part-time flexible employee receives holiday pay in accordance with all regulations as a regular employee does.

False - Article 11, Section 7 A PTF receives a higher hourly rate of pay for each straight-time hour worked than a regular letter carrier in the same pay level would receive. This compensates for loss of holiday pay.

110. When scheduling for a holiday, management is required to use the ODL.

False - M-0366, National Arbitration award H8N-5D-C-14577 The ODL is not used for holiday scheduling. However if additional employees are needed after the schedule has been posted, management may utilize the ODL.

111. 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 - See Article 11.6.B The individuals whose holiday or designated holiday it is would be the last individuals to be worked in a non-volunteer status.

ARTICLE 12

112. Carriers may be designated a successful bidder no more than 5 times during the duration of this National Agreement.

True - Article 12, Section 3 Carriers may have additional bids for higher wages level positions, elimination or reposting of the employee's duty assignment or when assigned to a station closer to home.

113. If during a new employee's 90-day probationary period management separates him from the service, he may file a grievance protesting the separation.

False - Article 12, Section 1(a) A probationary employee does not have access to the grievance procedure relative to the separation.

114. Once an employee completes their probationary period they never again are required to serve a new probationary period.

False - Article 12, Section 1(D) If they separate from the Postal Service for any reason, except military leave, and are rehired, they must serve a new probationary period. However, if an employee transfers from an installation to another, a new period of seniority begins, but no probationary period is served.

115. An employee who believes their transfer request has been denied improperly should file their grievance in the installation to which they desire to be transferred.

False - See Article 15.2.Step 1 The National Agreement is clear that an employee who believes their contractual rights have been violated, must file their grievance with their immediate supervisor in the installation to which they are assigned.

116. The criteria under the Transfer Memorandum concerning transfers also applies to mutual exchanges.

True - See JCAM page 12-32 Incorporates mutual exchanges into the same criteria to be utilized by installation heads in determining whether transfers are contractually required.

117. Sick leave balance can be the sole criteria for accepting or denying a transfer.

False - M-01233, USPS letter

118. The Postal Service may not involuntarily reassign an employee to another craft.

True - See C#07233 National Arbitrator Bernstein and M-00081 Step 4

ARTICLE 13

119. A regular letter carrier who is temporarily disabled is not allowed to bid for, or be awarded a full-time letter carrier bid assignment.

False - See M-00752 Memorandum, March 16, 1987 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 reposted per Article 41. That individual may not bid for the job.

120. Employees on light duty are guaranteed eight hours per day and 40 hours per week.

False - See C#00935 National Arbitrator Mittenthal Employees on light duty may be sent home before the end of their scheduled tour due to a lack of work.

121. Employees have the right to work their normal schedule when on light duty.

False - See M-00733 and M-00734 Step 4's

122. An individual must request light duty in writing before the Postal Service can assign them such.

True - See M-00153 Step 4

123. An individual must have five years of cumulative postal service or have an on-the-job injury to be able to submit a voluntary request for permanent reassignment to light duty.

True - See Article 13, Section 2.B.1.

124. An employee with 11 years of total service, but only 4 years after reinstatement does not qualify for permanent light duty.

False - C#10282, Regular Arbitrator Belshaw

125. Regular employees on limited duty are guaranteed 40 hours of work, compensation or a combination thereof per week.

True - M-00583 Step 4 If 40 hours are not worked, then a CA-7 should be submitted to OWCP.

126. An individual on limited duty has additional rights relative to scheduling and work availability than someone on light duty.

True - See ELM, Section 546.141 An individual who has been injured on the job must be treated differently by the Postal Service because the provisions of the above cited ELM section require that the Postal Service minimize any adverse or disruptive impact on the employee.

The Postal Service must attempt to work the individual within the craft and schedule that the employee regularly worked before taking them out of such, and should minimize any disruptive impact.

127. An individual who requires limited duty may dislodge an employee who has already been granted light duty.

False - See M-00583 Step 4 Individuals on limited duty are given priority for assignment over those who have requested light duty but an employee who has already been granted light duty cannot be dislodged by someone on limited duty.

128. A predetermined period of disability after which an employee may be considered permanently disabled is 12 months.

False - See M-01219 Step 4 Only on a case by case basis can the decision on permanent disability be made.

ARTICLE 14

129. If your supervisor harasses you or in other ways tries to intimidate you, this is a grievable item in which you ask that he/she be disciplined for his/her conduct.

False - See Joint Statement on Violence and Behavior in the Workplace. There is no provision in the National Agreement which requires a supervisor to be disciplined if his/her conduct is improper. However, the Joint Statement on Violence and Behavior in the Workplace would control.

130. Letter carriers may never deliver in other than daylight hours.

False - See M-00483 Step 4

131. The wearing of seat belts is an option to the employee.

False - See M-00547 a *Postal Bulletin* dated November 21, 1984 Seat belts must be worn at all times when the vehicle is in motion.

132. In LLVs the lap and shoulder belts must be worn whenever the vehicle is in motion.

False - See M-00968, USPS letter March 23, 1987 In instances when shoulder belts hamper curb delivery, only lap belts need to be worn.

133. Management may require an employee to ride on the rear fender well of a quarter ton jeep as a way to train letter carriers.

False - See M-00722 Step 4

134. Management must require letter carriers to place their vehicle in park with their foot firmly on the brake pedal while collecting mail or placing mail in mailboxes on hills.

True - See M-00341, Pre-arb, March 22, 1974, M-00994, M-00972 Step 4's This is with regard to curbside delivery.

135. On level streets, when collecting mail or placing mail in mail boxes, management must ensure carriers place vehicle in neutral and place their foot firmly on the brake pedal.

True - See M-00994 and M-00972 Step 4's This is with regard to curbside delivery.

136. Smoking is prohibited while inside postal vehicles.

False - M-00950 Step 4 If the smoker is not accompanied by a non-smoker.

137. Local management must provide forms to be available at each installation for reporting unsafe or unhealthful conditions.

True - Article 14, Section 2. Refers to Standard Form 1767.

138. Management has 14 days to address a complaint listed on Form 1767.
False - See Article 14 Section 2 Instructions on 1767 say management has no less than the end of the shift or 24 hours.
139. If a letter carrier has a job-related vehicle accident, the employer must notify the local Union president of such an accident.
True - Article 41, Section 3(P) It need not be in writing and can be an oral notification.

ARTICLE 15

140. A 204-B may not serve as the management representative in a Step 1 grievance meeting per Article 15, Section 2, Step 1(a) of the National Agreement.
False - See M-00824 Step 4
141. The grievant has no right to be in attendance at the Step 1 meeting.
False - See M-00223 Step 4
142. The Steward may not process their own grievance at either Step 1 or Step 2.
False - See M-00327 Step 4
143. Any carrier can hold their own Step 1 meeting and make any adjustments without the Union's consent.
False - M-01065 Pre-arb Absent a waiver by the bargaining representative Section 9(a) of the National Labor Relations Act requires the representative be present at the adjustment portion of the grievance meeting.
144. If you resolve a grievance at Step 1, the resolve is considered precedent-setting for all future grievances concerning the same subject matter.
False - Article 15, Section 2 A resolve at Step 1 is never precedent setting.
145. If you cannot resolve a grievance at Step 1 and an appeal to Step 2 is required, it must be done on the Standard Grievance Form.
True - Article 15, Section 2 (except in DRT test sites)
146. The presence of the grievant at the Step 2 grievance meeting is determined by the Union.
True - See M-00790 Step 4
147. It is better to withhold information until the Step 2 grievance meeting for its surprise effect.
False - See M-00166 Step 4 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.

148. Management is required to pay the grievant for the time spent traveling to and from a Step 2 grievance meeting.
False - See C#03214 National Arbitrator Mittenthal
149. Union Stewards are compensated not only for the actual meeting time at Step 2, but also for travel time both to and from the meeting.
False - See M-00716 Step 4
150. After you have met at Step 2, the Postal Service must issue a written decision stating their position, if denied.
True - Article 15, Section 2 The written Step 2 decision letter must contain:
 1. All the facts
 2. All contractual provisions involved
 3. Detailed reasons for decision
151. Forms 2608 and 2609 which are grievance summaries at Step 1 and Step 2 filled out by the Postal Service are documents which the Union has a right to see during the grievance procedure.
True - See M-00315 and M-00316 Step 4's The Union representative at Step 2 has a right and should request Form 2608 and the Union representative at Step 3 has a right to receive the 2609.
152. While completing the Step 2 Standard Grievance Form is done on the clock, the additions and corrections is not.
False - See M-01145, APWU Step 4
153. An appeal to Step 3 must include a copy of:
 1. The Standard Grievance Form,
 2. The written Step 2 decision letter, and
 3. Any Union additions/corrections to the Step 2 answer.**True - Article 15, Section 2.**
154. A Steward must write the actual appeal to Step 3 on their own time.
False - See C#00381 National Arbitrator Mittenthal The Steward is entitled to be paid for the time spent writing an appeal to Step 3.
155. The parties must share any and all information relied upon to support their positions in a grievance and it is to be exchanged at the lowest possible step.
True - M-00313 Step 4
156. The investigation of a grievance need not be complete before it is appealed to a higher level.
True - See M-00878, Step 4, November 14, 1988

157. The representatives for the Union and management have an obligation to try and resolve grievances at the lowest possible level.

True - Article 15, Section 3.A.

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

True - See M-00101 Step 4 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.

159. Management is liable for the payment of travel time for Stewards and witnesses to and from the arbitration hearing.

False - See C#04657

160. Decisions issued by regional arbitrators are precedent setting and must be followed by arbitrators dealing with the same issue in subsequent proceedings.

False - Article 15 Section 4 Decisions from regional arbitrators are citeable 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 arbitration decisions are precedent setting and regional arbitrators are bound by them. See C#07233 National Arbitrator Bernstein. See also M-01372

161. If new information or argument is raised for the first time at the arbitration hearing, then such information should be considered by the arbitrator.

True - See C#03319 National Arbitrator Aaron, C#03206 National Arbitrator Mittenthal and C#07621 Regional Arbitrator Goodman. However, Arbitrator Aaron has held that "the spirit of the rule (against new arguments at arbitration) should not be diminished by excessively technical construction."

162. Arbitrators have the authority to fashion remedies outside the scope of the National Agreement, including Handbooks and Manuals, to make a grievant whole.

True - See C#03200 National Arbitrator Gamser The whole issue of permissive remedies is a relatively new area but the principle is most simply expressed as "there is no right without a remedy."

The reasoning simply put is that there are many breaches of the Agreement for which 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 requested remedies in the grievance procedure.

163. The remedy requested by the Union through the grievance procedure may not normally be altered at arbitration.

True - See C#06871 Regional Arbitrator Sobel 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.

164. Once an arbitrator finds a grievant guilty of the charge, they usually deny the grievance in total.

True Most arbitrators agree with the position of noted Arbitrator Benjamin Aaron, Professor of Law at UCLA who has stated previously:

"Once I determined in my mind that the grievant is guilty as charged, either by his own admission or through the preponderance of evidence demonstrated by management, I will not impose my opinion on the supervisor as to how much discipline is warranted for a given offense. Under most cases after guilt has been determined, I will allow the supervisor's decision on how much discipline is necessary to stand unchallenged."

165. Retired employees may not initiate grievances.

True - See C#06363 National Arbitrator Bernstein

166. 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 - See M-00226 Memorandum of Understanding dated October 16, 1981

ARTICLE 16

167. 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 issuing lesser discipline, e.g., a Letter of Warning, for a first offense in a pattern of increasingly severe discipline for succeeding offenses.

168. Discussions with employees are not discipline and are not grievable.

True - See Article 16, Section 2 and M-00548 Step 4 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.

169. An official discussion may be maintained in a carriers file for 2 years.

False - M-01190 and M-00988, page 287. No notation pertaining to a discussion shall be included in an OPF - discussions are not to be noted in a central record system or passed from one supervisor to another.

170. There is an established time for supervisors to retain personal notes concerning carriers.

True - See M-00996 Step 4 The provisions are found in ELM Chapter 3 and ASM 120.190.

171. Supervisor's notes are destroyed when the supervisor/employee relationship ceases.

True - M-00996 Step 4

172. 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 - See C#03769, National Arbitrator Aaron Note:** It is extremely important that the membership be aware that it is the request of the employee that triggers the 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.
173. Supervisors may exchange written notes regarding discussions with an employee with other supervisors.
- False - See M-00314 and M-00103 Step 4's**
174. Official discussions may be notated in an employee's Official Personnel File.
- False - See M-01139 and M-00548 Step 4's** 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.
175. Discussions which involve fact-finding and which may lead to discipline entitle the employee to representation, if requested.
- True - See M-01140 Step 4**
176. Linear daily volume estimates cannot be utilized to constitute the sole basis for disciplinary action.
- True - See M-00394 Letter dated August 22, 1979**
177. Linear measurement evaluations can be the basis for discussions concerning the letter carrier's efficiency and a discussion may be held pursuant to Article 16, Section 2.
- False - See M00498 Step 4** Any discussions using linear measurement or DUVRS as a basis may not be held pursuant to Article 16, Section 2 and the appropriate way to determine the office efficiency of a letter carrier is to apply 141.2 of the M-39 Handbook which allows a one-day count.
178. 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 - See M-00829 Step 4** 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. 3999s may be done throughout the year.
179. Management may discipline for failure to meet the 18 and 8 casing standards.
- False - See M-00386 Step 4** The NALC's position has always been and remains that the only basis for disciplining a carrier relative to casing standards is "unsatisfactory effort."

180. Discipline must be effected within 14 days of the date it occurred.
False However discipline must be timely without extended delays. See C#01520, National Arbitrator Garrett. See C#01456. Also see C#7106.
181. An individual who has been disciplined during the waiting period for a step increase shall automatically have their step increase deferred.
False - Memorandum of Understanding, June 12, 1991 As agreed by the parties the only situation in which a step increase is deferred is when the amount of leave without pay exceeds 13 pay periods.
182. Insubordination in and of itself is grounds for an emergency suspension.
False - See C#10423, Regional Arbitrator Parkinson
183. The Postal Service may not initially issue disciplinary suspensions of less than five working days.
True - See M-00582 Memo Darrell Brown If the Postal Service issues such a suspension of less than five working days, the suspension is procedurally defective and an argument of the Union should arise citing this Darrell Brown Memorandum.
184. If a suspension begins as five days or more and is unilaterally reduced by the Service to less than four days, the Darrell Brown Memorandum does not apply.
False - See C#06671 Regional Arbitrator Eaton A suspension administratively reduced to less than four days does fall under the Darrell Brown Memorandum and also would be procedurally defective.
185. Emergency suspensions are subject to review and concurrence the same as regular suspensions.
True - Arb C# 05164, Regional Arbitrator LeWinter
186. An employee can be removed at any time for a disability.
False - See C#00145, Regional Arbitrator Levak
187. When a grievant is a veteran who falls under the Veterans Preference Act, and 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 - See M-00374 Step 4 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 may be subject to a duty of fair representation suit by the employee.
It must 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 and two separate grievances filed.
188. A Veteran's preference eligible who has been disciplined may withdraw a concurrent MSPB appeal at any time prior to the actual hearing date of an arbitration and maintain the Union's right to arbitration.
False - See M-00830 Memorandum of Understanding An individual must withdraw their MSPB

appeal prior to the time the case is appealed to arbitration. The postmark will be the controlling criteria.

ARTICLE 17

189. Management should allow the Steward time to do an investigation of a grievance with only a minimum delay.

True - See M-00458 Regional Letter dated March 10, 1977 and M-00127 Step 4. The Steward may be required to state the reasons why the time is needed and management should inform the Steward involved of the reasons for any delay, as well as advising when the time will be provided.

190. The employer may "gag" the Steward during an investigatory interview and not allow them to speak as a representative of the employee.

False - See M-00546 NALC Legal Memorandum dated November 30, 1981

191. A Steward may be required to divulge information given to the Steward by a grievant.

False - M-1006, U.S. Court of Appeals District of Columbia. Cook vs NLRB.

192. The Branch President is precluded from acting as Chief Steward.

False - M-00952 Step 4

193. 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. See also C#11177, Regional Arbitrator Levak.

This immunity to discipline is limited to situations where the parties are one on one and in private.

194. Additions and Corrections, if desired, are done on a Steward's own time.

False - See M-01145, APWU Step 4

195. Supervisors may refuse to answer questions during an investigation.

False - See M-00988 Step 4

196. The Union may not require management to divulge whether Union officials have applied for management positions.

False - M-01150 Pre-arb

197. Management may deny Union access to an employee's OPF to review disciplinary records when the employee has not consented if the review is part of a grievance investigation.

False - M-01101 Pre-arb

198. Official requests for information must be submitted in writing.

False - C#10310 Regular Arbitrator Searce, see also C#00183. However, the NBA suggests strongly the request be in writing.

199. Management is not required to release medical records of an employee unless the employee has consented.
False - See M-01155 Step 4 The release of medical records is provided for in the ASM Appendix 120.90, EL 806 and by Article 17 and 31. See also M-00881, M-01208, and C#06652.
200. The Union is entitled to supervisor's discipline records when necessary and relevant.
True - M-01160 Pre-arb, and C#10986
201. A Shop Steward who is processing and investigating a grievance shall not be unreasonably denied the opportunity to interview postal inspectors.
True - See M-00225 Letter, March 10, 1981
202. Postal inspectors must allow a pre-interrogation consultation between Steward and employee, if requested.
True - M-01092, USPS vs NLRB No. 91-1373
203. The National Agreement mandates postal inspectors to give potential removal suspects their Miranda Rights.
False - See C#10510, Regular Arbitrator Erbs
204. The Union can insist on interviewing postal inspectors.
True - See C#10115, Regular Arbitrator Levak
205. A Steward and Alternate Steward may both process a particular grievance at their discretion.
False - See M-00503 Step 4 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.
206. An individual may choose which Steward they want to process their grievances.
False - M-00811 Step 4
207. A Union member in one post office may be designated as the Union's representative to process a grievance at another post office.
True - See M-00233 Pre-arb, May 20, 1982 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 USPS.
208. A former employee who is a certified Union Steward will be allowed to enter the postal facility to perform the functions of the Steward.
True - See M-00798 Step 4
209. 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 - See M-00761 Step 4

210. The Postal Service may under certain circumstances require a Steward to conduct a discussion by telephone rather than having a face-to-face interview.

True - See M-00565 Step 4 It is important to note though that travel in and of itself is not a sufficient basis to deny a face-to-face interview.

211. Form 1187 cannot be filled out by employees on the clock.

False - See M-00317 Step 4 Completion of the 1187 by employees is permitted during orientation.

212. While serving as Steward or Chief Steward, an employee may not be involuntarily transferred to another tour, station or Branch.

True - JCAM 17-3 This is so unless there is no job for which the employee is qualified on such tour, station, branch or post office.

213. Management must allow ample time for the local union to participate in new employee orientation in conformance with Article 17, Section 7.

True - See M-00644 Step 4

ARTICLE 18

214. 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, Section 2

ARTICLE 19

215. A letter carrier may designate the line of travel as the approximate break location for their street breaks.

True - See M-00138 Letter dated May 10, 1979

216. A street break may not be taken in the office.

False - See M-00424 and M-00527 Step 4's

217. Breaks must be recorded on Form 1564A and shall have a specific time noted on the form as to when they occur.

False - See M-00134 letter dated February 21, 1979 Specific times must be indicated for lunches but not for breaks.

218. Breaks may not be taken in conjunction with a lunch period.

True - See M-00834 Pre-arb and M-39 Section 242.341

219. A part-time flexible will only be allowed to take a break if they work a minimum of eight hours.

False - See M-00618 Step 4 It is agreed that breaks can be taken on a prorated basis of five minutes for each two hours worked.

220. Personal comfort stops are deducted from total street time during route examinations.

False - M-00242 Step 4

221. 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 - See M-00829 Step 4** 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. 3999s may be done throughout the year.
222. 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 - See C#05952 Regional Arbitrator Levak and C#07603 Regional Arbitrator Levak.**
223. Management may not require foot carriers to carry parcels weighing more than two pounds.
- False - See C#03222 National Arbitrator Aaron** 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.
224. Letter carriers may not verify an entire mail count.
- False - See M-00814 Step 4, M-31, 221.131** This also applies for one day counts. See M-01216.
225. Management must provide permanent adjustments to routes to place them in as nearly an eight hour basis as possible.
- True - M-00792 Pre-arb, December 11, 1987. See also M-39 Section 242.122 and Section 243.11**
226. Management may use a one-day 3999 to determine the actual street time of a route.
- False - See M-00745 Joint City Delivery Committee Meeting on December 11, 1979.** See M-39 Section 242.32.a. which 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. See also M-00829, Step 4.
227. A Union Steward's activities if occurring weekly or more often, may be appropriate for inclusion on line 21 of the 1838-C.
- True - See M-00726**
228. Management may set an appropriate pace at which a letter carrier must walk.
- False - See M-00304 Pre-arb, October 22, 1985** This provision indicates that there is no set pace at which a carrier must walk and no street standard for walking.
229. A special route inspection is conducted in accordance with the applicable provisions of the M-39.
- True - See M-00632 Step 4 and M-39 Section 272**
230. One-day counts per 141.2 of the M-39 can be utilized to substantiate discipline for lack of performance.
- False - See M-00005 and M-00829 Step 4's**

231. If management has a problem with an employee's office efficiency they should conduct a one-day count.
True - See M-00385 Step 4
232. When management refuses to properly conduct a special route exam a monetary remedy should be requested.
True - See C#05545, C#06720 and C#06722
233. A letter carrier who is on an eight hour limitation cannot qualify for a special route inspection.
False - See M-00690 Step 4, M-39 Section 271 This section provides that if a route shows over 30 minutes of overtime or auxiliary assistance on each of three days or more in each week during a 6 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.
234. Earlier start times during count week are at the discretion of management.
False - See M-01088 Step 4
235. Management can perform one day counts without using an 1838C.
False - See M-01181 Step 4
236. Management must conduct carrier requested special inspections within 4 weeks, even during June, July, and August.
True - C#11099, National Arbitrator Bernstein If the employee qualifies and requests it.
237. Management may delay 271(g) requests if a unit review is scheduled within 60 days.
False - See C#10635, Regular Arbitrator Roukis
238. Management can only use current route inspection data in implementing DPS.
True - See M-01221 Step 4
239. Carriers who case faster than standard will suffer less of an impact in office time under DPS methodology.
True - See M-01114 Step 4
240. During route adjustments near term in a DPS environment for routes at more than 8 hours, management is prohibited from adjusting routes territorially.
True - M-0114 Step 4
241. A current event is defined as the day DPS begins.
False - M-01114 Step 4 A current event is defined as routes or a route shown to be out of adjustment by recent route inspections.
242. Management has no obligation to maintain DPS quality after obtaining the threshold percentage.
False - See M-01225 Step 4

243. In stations without 6 shelf cases, management will determine the definition of a letter.
False - See M-01112, Memorandum September 19, 1992 The definition remains the same.
244. Management may unilaterally cancel previously authorized lunch locations.
True Except where it can be shown that the cancellation was arbitrary in its reasoning. See C#06096 Regional Arbitrator Preble and C#03902 Regional Arbitrator Britton.
245. Letter carriers may not pursue activities other than eating lunch during their authorized meal period.
False - See M-00622 Step 4 This Step 4 indicates clearly that carriers are free to pursue activities other than eating lunch, as long as those activities are not in violation of postal regulations. See also M-00545 Step 4.
246. A letter carrier may take his lunch at the end of his eight hour shift.
False - See M-00093 Pre-arb, April 4, 1985 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. Additionally it is NALC's position that a failure to take a lunch is in violation of FLSA.
247. The workload assessment process, in certain examples, may be used to replace the route inspection process.
False - See M-01233 Step 4
248. The DUVRS system is not the established criteria for the development of office time.
True - See M-00269 Step 4
249. Reference volume alone can be the basis to substantiate wrongful expansion of street time.
False - See M-00600 National Joint City Delivery Meeting Minutes of November 16, 1983.
250. The Postal Service requires random drug testing of all present employees.
False - See M-00653 USPS Memorandum August 6, 1986 This provision prohibits across the board random drug testing of present employees under any circumstances.
251. The Service may test certain drivers for drugs.
True Currently CDL drivers may be tested under provisions ordered by the U.S. Transportation Department.
252. The Postal Service may schedule a fitness-for-duty examination at any time per their discretion.
False - See ELM 864.32 and EL-311 Section 343 The Service's right to order fitness for duty examinations is broad, but limited under the Family Medical Leave Act, and by the general prohibitions against arbitrary and capricious action, or illegally discriminatory action.
253. An employee may not be scheduled for a fitness-for-duty examination on their non-scheduled day.
False - M-00356 Step 4, M-94 Step 4 The Postal Service may schedule employees for fitness-for-duty exams on non-scheduled days.

254. When an employee is called in for a fitness-for-duty examination on a non-scheduled day, the Postal Service must guarantee them 8 hours pay.
False - See M-00094, M-00550, M-00356 Step 4's These Step 4's allow the Postal Service to pay these individuals only for the time taking the examination, including travel time.
255. In the case of a limited duty carrier, they may not be required to undergo an FFD during non-work hours.
True - See M-01161, Pre-arb 1993
256. Management must explain that an injured employee is guaranteed a choice of treating physician.
True - See M-01117, Management Instruction MI EL 504-91-1, January 25, 1991.
257. Supervisors are allowed to accompany an employee to non-emergency work related doctor visits.
False - See M-01102 Step 4
258. Supervisors are allowed to accompany an injured employee in emergency treatment cases.
True - M-01102 Step 4 However, the supervisors only role is to insure the employee receives prompt attention. The supervisor may not witness or participate in treatment.
259. Management may not issue forms locally, nor locally revise, existing forms.
False - See M-00852 and M-00808 Step 4's Such forms must be either promulgated or revised per Section 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.
260. Only letter carriers may relabel cases and fill out the Forms 313.
True - See C#03329 National Arbitrator Aaron
261. Form 1571 is a defunct form and should not be utilized by carriers.
False - See M-00413 1571s are still in use and should be filled out on the day to which they apply.
262. Form 1750 which is utilized to evaluate probationary employees, can be used to evaluate employees who are not probationary.
False - See M-00354 Step 4 Only probationary employees are evaluated using Form 1750.
263. Only carriers should maintain Form 3982.
True - See M-00256 Step 4, M-41, Section 241.3
264. A copy of Form 3996 may be requested by a carrier and shall be provided.
True - See M-00144 Step 4 and M-39, Section 122.33
265. Individuals who provide carrier assistance shall complete the lower portion of the Form 3996 as instructed on the form.
True - See M-00294

266. A vehicle repair tag Form 4565 may be filled out the following day if the employee is in an overtime status.
- False - See C#06135 Regional Arbitrator Schedler** An employee must be allowed official time to complete the Form 4565 even if they are in an overtime status.
267. Local management may develop local forms provided the local Postmaster has authorized such form.
- False - M-00852 Pre-arb 1992** This pre-arb cites ASM 324.12. The ASM has been revised. The original language is now found in ASM 325. Also see M-01156.
268. Management may require carriers to write their leaving and returning times on the carriers' case during the commitment process.
- False - See M-00853 Step 4**
269. Letter carriers may be required to sign local forms as a condition of employment.
- False - See M-00544 Step 4** 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. See also M-00015 and M-00328 Step 4's
270. 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 - See C#15699, National Arbitrator Snow**
271. Written apologies are inappropriate as remedies for management's misconduct toward employees.
- False - See C#15316, Regional Arbitrator McCaffree** The Postmaster was ordered to post a written apology and reimburse sick leave.
272. There is a limitation as to how many bundles that may be required on a mounted or curblin route.
- False - See M-00750 Pre-arb, April 28, 1987**
273. In offices where there is a CFS or CMU function, letter carriers are not required to forward or return any class of mail, including oversized parcels.
- True - See M-00477 Step 4**
274. When carrying marriage mail, both the cards and the related item are to be cased and collated with the appropriate class of mail.
- False - See M-00750 Pre-arb, April 28, 1987.** When there is a single detached address card marriage mailing to be delivered, the address label cards are cased and the unaddressed flats are placed at the back of the regular flat bundle. In a DPS environment on a walking route using the composite method, a fourth bundle may not be required.

275. The Postal Service may not require letter carriers to deliver mail without a specific address affixed as a third bundle.
- False - See M-00159 Step 4, April 17, 1988** 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.
276. 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 - See M-00159 Step 4**
277. 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 - See M-39 Section 121.33** Carriers on curblines 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 as National Arbitrator Garrett stated in C#03003.
278. Samples too large for delivery to a customer's mailbox should be left outside of the box if adequate protection is provided.
- True - See M-00779 USPS Letter dated February 6, 1987**
279. A letter carrier should never leave a form 3849-A, Delivery Notice or Receipt, for a sample.
- False - See M-00779 Step 4** 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.
280. Carriers are not required to sign for stamps by mail.
- False - See M-01012 Step 4**
281. The Postal Service may bar the release of medical records under the Privacy Act.
- False - See C#06652 Regional Arbitrator Rotenberg** 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. See Management Instruction EL 860-98-2.
- The Privacy Act does not bar the release of such information when it is necessary for collective bargaining purposes.
282. Local management can allow schedule changes for employees' personal convenience without the concurrence of the local union.
- False - See M-00698 Step 4, EL 401 III, Section 4.b, ELM, Section 434.622.i.**

283. Management's rights are absolute and they can choose to disregard other contractual provisions or handbook cites in the exercise of those rights.

False - See C#03206 National Arbitrator Mittenthal The Postal Service through the bargaining of the rest of the portions of the National Agreement has limited the rights found in Article 3. It should be pointed out that in order to limit management's rights under Article 3, there must be specific contractual or handbook language, otherwise the Union has no basis to challenge those rights.

See also C#05670 National Arbitrator Mittenthal

284. 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 - See M-00518 Step 4

285. 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 - See Handbook EL-401 III D, Section 5

ARTICLE 21

286. Management must provide restricted limited duty job descriptions in writing.

True - M-01119, USPS letter and M-01116 Step 4's and 20 CFR 10

287. By accepting a limited duty assignment, the employee waives the opportunity to contest the propriety of the assignment.

False - See M-01120 Memo of Understanding January 29, 1993.

ARTICLE 22

288. A Union must furnish its own bulletin board if they desire to so place one in an installation.

False - See 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.

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

False - See C#03224 National Arbitrator Gamser The Union may post the names of scabs 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.

290. Recommended political candidates can be listed on NALC bulletin boards regardless of political affiliation.

True - M-01159 Step 4

ARTICLE 23

291. A Union official is not required to give notification to management prior to visiting a postal installation.

False - See 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.

ARTICLE 25

292. On-the-job instructors for new employees are compensated at level six for the time actually spent on the job.

True - See M-00309 Step 4

293. 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.

True - See M-00620 Step 4

294. Temporarily vacant carrier technician (T-6) positions are filled per the provisions of Article 41, Section 2.

False - See M-00431 Pre-arb T-6 positions are filled per Article 25 of the National Agreement.

295. The duration of a higher level assignment is demonstrated by a properly executed 3971.

False - See Article 41. Section 1.A.2, Article 25 Section 3 The correct form is a 1723.

296. A regular carrier on a bid route may not assume a temporary T-6 vacancy of 5 or more days.

False - Article 25 This provision gives any eligible, available, qualified carrier the right to select by seniority the higher level assignment in the immediate work area in which the vacancy exists.

297. Management can administratively decide whether or not T-6 positions should be filled per Article 25.

False - See M-00431 Pre-arb, January 27, 1982 The language of this settlement indicates that those positions shall be filled per Article 25.

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

True - See M-00433 Step 4

ARTICLE 26

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

True - See M-00519 Step 4 and ELM Part 584.8

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

True - See M-00862 Step 4 If not in view of the public.

301. Employees who are authorized to wear the neck/chest protectors as part of the authorized cold Region 2 Sunriver Regional Assembly, November 1999

weather uniform will not be required to wear a necktie.

True - See M-00430 Letter dated February 18, 1982

302. 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 - See M-00846 USPS Letter dated March 16, 1983

ARTICLE 27

303. An employee may not seek reimbursement for loss or damage to personal property while on duty or while on postal premises.

False - See Article 27 and ELM, Section 640. 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.

304. Torn or ripped uniforms qualify for employee claims.

True - See C#04462 and C#02686, Regional Arbitrator Garaway

305. Automobiles are covered under employee claims.

False - See Article 27

306. An employee claim should be filed at Step 1 of the grievance procedure.

False - See Article 27 Form 2146 should be filled out and submitted to the employer with a Steward's recommendation at the local level. The Postal Service then issues a decision to the office of the National Business Agent where a decision is made whether to appeal an adverse decision to arbitration. The local Branch does not need to file a grievance at any level of the procedure for this process.

ARTICLE 28

307. When a Letter of Demand is issued to an employee they must immediately make restitution and then grieve for that amount in payment.

False - See M-01192 Memorandum, July 1994, Article 28, Section 4 This provides the employer will delay collection of the monies until disposition of the grievance has been made.

308. 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 - See Article 28, Section 2

309. An employee may only file a grievance to challenge a Letter of Demand.

False - See ELM Section 437.6 and JCAM page 28-2 An employee in addition may file Form 3074, available from their installation head, requesting a waiver of an overpayment.

ARTICLE 29

310. 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 This article prohibits management from using the Safe Driver Award Committee report as a basis for revoking or suspending driving privileges.

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

True - Article 29 Under the provisions of this Article, management cannot impose a lesser penalty.

312. 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 - Article 29 This article 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.

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

False - See C#18159 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.

ARTICLE 30

314. LMU's which mandate incidental leave are in conflict with the National Agreement and are not enforceable.

False - C#05670, National Arbitrator Mittenthal, see also C#10901

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

False - See C#03206 National Arbitrator Mittenthal

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

False - C#13080, National Arbitrator Mittenthal However, management may impasse on any of the 22 items. They must show that continuing the provision is an unreasonable burden.

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

False - C#14489, National Arbitrator Mittenthal However, Mittenthal left room for fine tuning of LMUs.

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

False - See M-01183 Step 4

ARTICLE 31

319. Official requests for information must be submitted in writing.

False - C#10310 Regular Arbitrator Searce, see also C#00183.

320. Management is not required to release medical records of an employee unless the employee has consented.

False. See M-01155 Step 4 The release of medical records is provided for in the ASM Appendix 120.90, EL 806 and by Article 17 and 31. See also M-00881, M-01208, and C#06652.

321. The Union is entitled to supervisors discipline records when necessary and relevant.

True - M-01160 Pre-arb, C#10986

ARTICLE 35

322. Management may refer an individual to the EAP program and require that continued attendance be a condition of employment.

False - See M-01362 and ELM 872.221 Management may initially refer an employee to the EAP program but cannot require them to go. The employee may not be disciplined for non-compliance.

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. See also C#07126 Regional Arbitrator Eaton, C#02371 Regional Arbitrator Rentfro and C#01340 Regional Arbitrator Snow.

ARTICLE 41

323. Temporary supervisors (204-Bs) continue to accrue seniority in their craft during the time they serve as temporary supervisors.

True - See C#03227 National Arbitrator Mittenthal

324. Management is under no obligation to inform the Union of who is assigned to 204-B status.

False - See M-00030 and M-00357 Step 4's, Article 41, Section 1.A.2 Management is contractually bound to provide the local union copies of Form 1723 which includes the employee's name, as well as the beginning and ending dates of the higher level assignment.

325. Management may use a craft employee in a 204-B assignment for less than a full day.

True - See M-00537 Step 4

326. A 204-B may serve in that capacity for an unlimited time frame and retain their assignment as a letter carrier.

False - See Article 41, Section 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 posted for bid in accordance with the letter carrier craft article. If the individual returns to the craft after that date, they are an unassigned regular. That individual may bid for the assignment if they are working as

a letter carrier.

327. A 204-B can return to their route for a short time to circumvent the intent of 41.1.A.2.

False - See M-00011 Step 4

328. Management may not prematurely terminate a 204-B assignment.

False - See M-00789 Pre-arb

329. 204-Bs may not opt for available temporary assignments of five days or more.

True - See M-00552 Step 4

330. 204-Bs may not bid on vacant letter carrier craft duty assignments.

True - See M-00016 Pre-arb and Article 41, Section 1.A.2. There is nothing that would prohibit the 204-B from voluntarily terminating their assignment and returning to their craft position so that they might exercise a bid within the craft article.

331. An officer in charge assignment is regarded as a temporary detail per Article 41, Section 1.A.2 of the National Agreement.

True - See M-00249 Step 4

332. Form 1723 which indicate individuals assigned to higher level details as 204-Bs, are sent to the Regional Office of the National Association of Letter Carriers.

False - See Article 41, Section 1.A.2. and M-00755 Step 4 The local union shall receive copies of the 1723, as well as any modifications made due to premature ending of the employee's assignment or any other reason.

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

True - See M-00057 Step 4

334. 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 - See M-00746 and M-00838 Step 4's The VOMA signs for vacation leave within the craft from which they came.

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

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

336. Once selected, the VOMA employee loses his Union representation.

False They continue to be represented by the craft to which they belonged at the time of selection.

337. Individuals who have been discharged and are awaiting the disposition of their case may not bid for craft assignments.

False - See C#00432, National Arbitrator Mittenthal

338. By virtue of being a letter carrier, an individual is qualified to perform the duties on a city delivery route.
True - See M-00151, M-00214 and M-00196 Step 4's.
339. 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 - See M-00066 Step 4
340. 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 - See M-00828 Step 4 If a part-time flexible letter carrier is on loan to another office they must be allowed to opt in the installation from which they were loaned.
341. Auxiliary routes may be opted per Article 41, Section 2.B.3, 4 & 5.
False - See M-00625 Step 4
342. A reserve letter carrier assignment may not be opted per Article 41.
False - See M-00749 and M-00037 Step 4's An individual may opt for a reserve letter carrier schedule and days off.
343. A temporary vacancy of five days or more that includes a holiday may be opted for.
True - See M-00237 Pre-arb, July 1, 1982
344. 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 - See M-00097 Pre-arb, September 6, 1985 The Postal Service may 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.
345. Management may refuse to allow opting in order to reserve the assignment for training or evaluation of probationary employees.
False - See M-00595 Step 4
346. Probationary employees may not opt per Article 41, Section 2.
True - See M-00594
347. 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 - See M-00510 Step 4
348. A part-time flexible employee who has successfully opted for an assignment can be bumped off that assignment.

True - See M-00293 Step 4 If the part-time flexible 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 part-time flexible should work at the duty assignment for the duration.

349. A full-time reserve or unassigned regular letter carrier who has opted for an assignment per Article 41, Section 2.B.3. must work the duty assignment for the duration and may not bid on other full-time duty assignments.

False - See M-00669 Step 4 Such a full-time employee has the right to bid full-time duty assignments even though on the opt and 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.

350. 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 - See C#7001, Regular Arbitrator Scarce and C#9539.

351. 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 - See M-00748 Step 4 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.

352. Routes under consideration for reversion are not optable.

False - See M-01128 Step 4

353. If a Local Memorandum contains Article 41, Section 3(0) language, a T-6 string may be deemed abolished if it is substantially changed.

True - See M-00061 and M-00694 Step 4's 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).

354. 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 - See C#15284, National Arbitrator Snow

355. A "section" is defined as all the routes housed in a building.

False - See M-01185 Step 4 The LMU defines "section" per Article 30.

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

True - See M-11528, National Arbitrator Snow and M-01082 Step 4

357. Any letter carrier who has passed their probationary period may bid for T-6 assignments.

False - See M-00425 and M-00280 Step 4's 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.

358. 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 - See M-00452 Memorandum, November 5, 1973 and M-00614 Step 4's

359. T-6 positions are not included in postings under Article 41.3.O.

False - See M-00986 Step 4

360. T-6 start times may differ from the regulars.

False - See M-01020 Step 4

361. Employees may finger mail while driving or hold mail in their hands while the vehicle is in motion.

False - See M-00341 Pre-arb, March 22, 1974

362. Letter carriers may be required to check the oil level of their postal vehicles.

False - See M-00143 Step 4

363. Management may use a checklist of unsatisfactory casing procedures to determine the proficiency of a letter carrier.

False - See M-00038 Step 4

364. Letter carriers may use a stool at any time they desire to case mail.

False - See Article 41, Section 3.A, M-00682 and M-00285 Step 4's. 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.

365. Letter carriers on walking routes may not be required to finger flat mail between stops.

False - See M-00504 Step 4 and M-41, Section 321.5 This should be read in conjunction with 133.2 of the M-41 as well.

366. 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 - See M-00039 Step 4

367. Management may not stop carriers from returning reworks to the throwback case.

True - M-01023 Step 4

368. Carriers may be told to cross all lawns and such an order would be considered proper.

False - See M-00275 Step 4

369. Management may insist that carriers case letter mail in 4 or 5 shelf cases.

False - M-01187, M-01076 and M-1130 Step 4's The September 17, 1992, Memo of Understanding provides for other than 6 shelf letter cases only with local NALC written agreement.

370. Currently only the two listed work methods for DPS mail are authorized; (1) Case residual letter mail in the same separations with vertically cased flat mail, pull down and carry as one bundle, (2) case residual letters mail separately into delivery sequence order, pull down and carry as a composite (third) bundle.

True - M-0110, September 17 Memo 1992 However, local parties are encouraged to develop new efficient methods.

371. The 60-day review period for DPS adjustments is only a target date and does not require the Postal Service to act.

False - See M-1268 Pre-arb 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.

372. Management must equalize part-time flexible hours.

False - See M-00121 Step 4 There is no contractual obligation to equalize part-time flexible 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.

373. Part-time flexibles 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 - See M-00013 Step 4 There is no contractual provision to require PTFs to remain at home to receive a phone call on a daily basis.

374. The delivery of more than one relay to the same relay point is compensable for each relay to the driver.

False - See M-00534 Step 4 Even if more than one relay is delivered to the same relay point, it is considered a single relay stop for compensation purposes.

375. A regular carrier who is called in on his day off always has a right to work their own assignment.

False - See M-00154 Step 4. 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.

376. Management must give advance notice to an employee to cancel a drive out agreement.

True - See M-01114 Step 4