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TO: Joint Trainers

The Joint Task Force has reviewed the questions submitted from the trainers who conducted training using the joint publication. The attached is the task force's responses to those questions. Every effort should be made to distribute this information as widely as possible.

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Questions and Answers Concerning the September 1992 Memorandums

This is a supplement to *Building our Future by Working Together*, the USPS-NALC Joint Training Guide on the September, 1992 Memorandums of Understanding, published November 19, 1992. It provides joint answers to questions concerning the interpretation and application of the memorandums.

Q-1 Who is authorized to make a local agreement to adopt a 4 or 5 shelf letter case?

A The USPS Installation head and the NALC local union president.

Q-2 What happens if there is no local agreement to use a 4 or 5 shelf letter case?

A Then the standard 6-shelf letter case must be used.

Q-3 What size is a standard letter?

A The MOU does not attempt to redefine the size of a letter. The definition to be used is clearly indicated in the MOU text.

Q-4 What if a 4 or 5 shelf letter case is currently being used? Is a local agreement necessary?

A Yes. Either the parties must have, or make, a local agreement to use such letter cases, or the equipment must be reconfigured to six shelves.

Q-5 Does management have authority to give monetary awards in resolving grievances over past Hempstead-type adjustments?

A Yes. Management has full authority to work out settlements of these grievances.

Q-6 What happens in facilities where USPS management has unilaterally implemented a Hempstead-type adjustment (a "6 and 2" or "route stabilization" adjustment) and NALC has not filed a grievance to challenge it?

A The Memorandum's and the Joint Training Guide do not cover the situation.

Q-7 How will grievances over past Hempstead-type adjustments be remanded?

A They will be remanded to Step 2, where the normal grievance procedure and normal time limits will apply. If a joint resolution is impossible, such grievances may be appealed through the normal grievance procedures.

Q-8 Is management permitted to delay route adjustments as a result of the September, 1992 Memorandums of Understanding?

A Yes, in certain cases. These new Memorandums constitute a "valid operational reason" for extending 52 day limits on implementing route adjustments on routes which involve future events (See M-39 Section 211.3). These adjustments are not implemented until automation is on-line and operative. Management notice to the local union should come from the District Manager of Customer Services under the new USPS structure, rather than from the Division Director (in the old structure).

Q-9 Under the unilateral process, does the local union retain its one-time right to waive Article 41, Section 3.0 set forth in Article 41 of the National Agreement?

- A The one-time right to waive Article 41, Section 3.0 is not affected by the MOU.
- Q-10 In applying the methodology for estimating the impact of delivery point sequencing on carrier work hours, what route inspection data should be used if the carrier recently transferred to his or her route and has not been inspected on the new route?
- A In such circumstances, the percentage of standard office time used by the carrier during the route inspection on his or her former route should be used. The impact estimate must be based on the demonstrated office time performance of that carrier and nobody else.
- Q-11 Aren't there some associated duties that the DPS impact methodology does not take into account?
- A Yes, but please remember the methodology was designed to be simple, to use the demonstrated performance of the individual carrier, and to be an estimate only. The parties expect some fine-tuning may be necessary after routes are realigned for delivery point sequencing.
- Q-12 Does the 18-month limitation on the uses of route inspection data to realign carrier routes—which applies in the "unilateral" process—also apply in the X-Route process?
- A No. this is left up to the local parties. Whatever route inspection data the parties decide to use when realigning routes under the X-Route process, it should reflect current reality closely enough that the realignment will be workable.
- Q-13 Does a router, or other carrier without an actual "route", whose assignment is abolished have the same right to bid on other assignments as another carrier whose actual "route" is abolished?

A When the joint training guide uses the term "route" in addressing such issues, that means all full-time assignments including routers, reserve regulars, T-6s and so forth. The same rights apply regardless of the type of assignment that is abolished.

Q-14 If USPS managers in an installation decide to use the "unilateral" method to plan for and implement the realignment of routes, can they later change their minds and use the joint X-Route process instead?

A Yes, with joint agreement. Further, the expectation is that any change from the unilateral process to the X-Route process will necessitate that the X-Route process be implemented from the beginning, as though the unilateral process had never been used. In other words, unless jointly agreed to, the X-Route process will not start from the point that management left off via the unilateral process.

Q-15 What happens where the local parties have agreement upon a process for realigning carrier routes to accommodate the delivery point sequencing of letter mail and there is no pending grievance over the matter?

A These Memorandums and the joint training guide do not cover that situation.

Q-16 Where there is an interim adjustment made under the X-Route process, and the parties decide to distribute the remaining X-Route territory by "building up" some, but not all, of the surviving routes, is the seniority scheme outlined in the Memorandums required, or may a senior carrier on the work assignment list or regular OTDL opt out of the "build-up?"

A The carrier may not opt out; the seniority order defined in the X-Route memo is required. No "opt-out" right is needed because such carriers have already indicated a desire for overtime.

Q-17 How can the local parties develop a new DPS work method beyond the two provided by the Memorandum and get the national joint body to approve it?

A The national parties contemplate that the local parties may jointly formulate a new work method and conduct a limited test of the method on one or a few routes. If the test is successful, the local parties may apply to the national joint body for approval of the method.

Q-18 When should the local parties jointly select one of the two delivery point sequencing work methods?

A Sometime before DPS is activated and letter carriers began receiving DPS mail—preferably at least 30 days in advance.

Q-19 Which people can make the local agreement to select one of the two DPS work methods?

A The USPS installation head and the NALC local union president.

Q-20 How many bundles will a letter carrier have to carry under delivery point sequencing? What about marriage mail, ADVOC cards, etc.?

A Under the DPS work method scenarios curblin delivery territories may carry more than the customary three bundles on a given day if a "marriage mail" type mailing(s) is (are) to be delivered on that day. Under the DPS work method scenarios foot delivery territories may carry three bundles.

Q-21 Does the steward need to go through the NALC president for approval when making decisions concerning these MOUs?

A Yes, unless the steward is the NALC designee.

Q-22 Can we adopt one DPS work method and then change if we find that it is not working?

A Yes, as long as it is a local joint decision.

Q-23 Does 41.3.0 "ever" get triggered under the X-Route agreement?

A No

Q-24 Is it possible to have 4, 5 and 6 shelf cases in the same office?

A Yes, case configurations are a local joint decision based on efficiency and local circumstances.

Q-25 Will the new TE book address the issue of PTF scheduling and guarantees?

A This is already addressed in Chapter 6—Transitional Employees—where the parties reaffirmed that part-time flexible letter carriers will have first priority for work scheduling over TEs. However, once TEs are called in their 4-hour work hour guarantee must be honored.

Q-26 When routes were inspected, the routes were shown to be out of adjustment—can we use a router?

A Routers are still an option to provide permanent relief to overburdened routes. What these MOUs do is prevent management from adjusting routes not out of adjustment and creating Routers as a buffer.

Q-27 If routes show undertime prior to reaching the target, can management capture the undertime?

A Under the X-route concept management may capture the time if there is a joint agreement to make interim adjustments. In the Unilateral process, management may recalculate the estimated impact on carrier routes using the actual percentage of DPS mail being received in the unit when the DPS percentage is more than 5% below the targeted percentage when the realignment was planned to occur. Management may also capture this time via control of overtime, auxiliary assistance, etc.

Q-28 If inspections show routes that are out of adjustment, can territory be moved from an adjacent route that is 8 hours?

A Yes, there is no change to the manner in which territory is transferred.

Q-29 We have inspected routes and the carrier bids off before the adjustments are made, what data do we use for adjustments?

A The data for the carrier who was inspected on the route should be used. A review of the adjustment result after the new carrier is assigned to the route would be appropriate.

Q-30 If we get together locally and X-Routes are created, will PTF's be allowed to make regular on these routes?

A X-routes are assignments held pending revision and normally should not be considered as vacancies for purposes of PTF conversions. However, regular carriers, including recently converted PTF's may bid on these assignments.

Q-31 Under the X-Route process, what happens at an office with 5 routes, plus a T/6 if one route is designated as an X-Route and is abolished?

A The T/6 carrier will need to be assigned duties to fulfill an 8 hour work assignment. If there is no need for a T/6, then this assignment

may also be abolished and should be considered in the planning stage of the X-Route concept.

Q-32 In the Unilateral process, if more routes are created will PTF's make regular on these routes?

A If more routes are created, these would be considered as available assignments for bidding. As a result, PTF conversions to regular is allowable as in the past.

Q-33 Referring to page 17 in the joint training book, it states no future use of routers. I have been given a permanent adjustment, can LDC 28/29 (Routers) be used? Is this no longer acceptable?

A Page 17 in the joint training book, states that this agreement effectively eliminates the use of routers as buffers for automation. This should not be interpreted as management giving up the right to make route adjustments by providing permanent relief through the use of Routers. What these MOUs do is prevent management from adjusting routes not out of adjustment and creating Routers as a buffer.

Q-34 Once remanded to the local level, what time frame will be used to get actual adjustments made?

A No time frames have changed in reference to the 52 day period for route adjustments or grievance procedure time frames. However, the new Memorandums constitute a "valid operational reason" for extending 52 day limits on implementing route adjustments on routes which involve future events (See M-39 Section 211.3). These adjustments are not implemented until automation is on-line and operative.

Q-35 What is the target DPS percentage?