

Michael O. Foster  
Director Motor Vehicle Service  
American Postal Workers Union  
1300 L Street NW  
Washington, D.C.

October 28, 2019

Re: Interpretive Review – USPS Grievance No. Q15V-4Q-C 20001290,  
APWU No. HQTV20190317; SEVR Bargaining Unit Work

This replaces the document signed by the parties on October 23, 2019, which contained errors that have been corrected. The October 23, 2019 document is hereby voided.

Dear Mike,

Recently our representatives met to discuss the above captioned grievance at Step 4 of the grievance-arbitration procedure.

The case concerns the issue whether the Postal Service is violating Article 1.6 of the National Agreement by shifting the duties of Schedule Examiner Vehicle Runs to supervisors.

The parties agree as follows:

In the national arbitration case Q10V-4Q-C 15292655, the Postal Service confirmed that, "...Schedule Examiner work is bargaining unit work, and that supervisors (and EAS employees) cannot perform bargaining unit work unless one of the exceptions provided for in Article 1.6 applies." Arbitrator Das found there was no interpretive issue regarding this work.

Accordingly, the parties agree that the Schedule Examiner Vehicle Runs position is an applicable best qualified position within the Motor Vehicle Craft bargaining unit whose primary duties and responsibilities are listed in the Position Description and Qualification Standards. It is appropriate to post these duty assignments for bid when they become vacant when there is sufficient work hours to justify a full time assignment. In the event that local management determines that there are insufficient work hours to justify a full-time duty assignment, these duties must still be performed by bargaining unit employees of the MVS Craft.

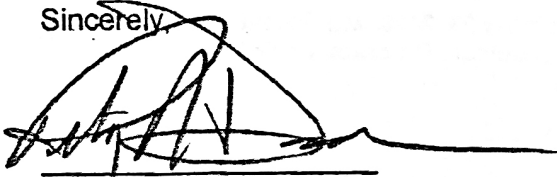
In accordance with Article 1.6.A:

Supervisors are prohibited from performing bargaining unit work at post offices with 100 or more bargaining unit employees except;

1. In an emergency;
2. For the purposes of training or instruction of employees;
3. To assure the proper operation of equipment;
4. To protect the safety of employees; or
5. To protect the property of the USPS.

Accordingly, the parties agree that the cases referred to the national level concerning the filling of this position, and supervisors performing bargaining unit work, will be remanded to the field to be processed in accordance with this agreement; and cases being held in the field pending resolution of these disputes will be reopened and processed at the steps where they are being held. If the grievance was at the Regional arbitration level, it will be returned to the same arbitrator who was scheduled to hear the case before it was held in abeyance. Additionally, if the hearing had opened, the case will be returned to the same stage of arbitration.

Sincerely,



Rickey R. Dean  
Manager  
Contract Administration (APWU)  
United States Postal Service



Michael O. Foster  
Director  
Motor Vehicle Service Division  
American Postal Workers Union,  
AFL-CIO