Large Office Issues
Function 1

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Representing All Five Regions Nationwide
Northeast Southern
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Bid Abolishment
Repostings
and Reversions
Are They all the Same?

In order for any duty assignment to be abolished or reposted it has to be

OCCUPIED

In order for a duty assignments to be reverted it has to be

VACATED

Abolishment

An abolishment is defined in Article 37. 1. E, as a management decision to reduce the number of occupied duty assignment(s) in an established section and/or installation.

Does it automatically cause excessing in a section? Not Always

If management choses to abolish and then post another duty assignment in the same section, there would be no reduction in the number of occupied duty assignments in that section. JCIM

Abolishment and UAR Status

If an employee’s bid is abolished, and excessing has occurred, when does that employee become an unencumbered employee?

It's the effective date listed on the notice to the employee that should also contain his/her unencumbered work schedule under 37.4.C
**Reposting - Article 37.3.A.4**

As stated earlier, a job has to be occupied in order for the job to be reposted.

The local LMUO dictates what sufficient changes constitute reposting.

The employee does not become an UAR until such time the bids are awarded and he/she is declared an unsuccessful bidder on the reposted duty assignment or any other duty assignment on that posting.

**Management’s Three Step Obligation When Reverting a Duty Assignment**

**Article 37.3.A.2 (page 165 CBA)**

Local Input - When a vacant duty assignment is under consideration for reversion, the local **Union President** will be given an opportunity for input prior to a decision.

The Union should be allowed meaningful input

**How Much Time do They Have?**

The decision to revert or not to revert the duty assignment shall be made not later than 28 days after it becomes vacant.
The Notice to Revert Must be Posted

If the vacant assignment is reverted, a notice shall be posted advising of the action taken and the reasons therefor.

The reversion can not be “in name only.”

What’s the Remedy if they Fail to Follow those 3 Steps?

The NORMAL remedy under the JCIM is to post the assignment, not an assignment.

2012 JCIM Article 37.3.A.2

70. What is the “normal” remedy for management exceeding the 28-day period for reverting a duty assignment?

Response: The assignment must be posted for bid.

This “normal” may not apply when, and only when, the union can prove that it is an ongoing violation and that a simple posting of the job is ineffective to force management to abide by the CBA.

Providing Input

we need to know......

• The date the duty assignment became vacant
• Management’s reason for the reversion
• The current staffing profile in the office/section
• Have there been any operational changes
• How does management intend to cover the duties of the reverted bid
Providing Input

• The Local President (or his/her designee) should respond to the notification letter and inform management in writing the union intends to provide input and request a date to meet.

Correct Contractual Terms

A Duty Assignment is commonly referred to as a bid, job, bid job, or position.

But the correct term is:
DUTY ASSIGNMENT

Request for Information

• If further information is needed, the union should request the information in its reply letter and inform management it intends to provide input once the info is received.
Arbitrator Sulzner / B98C-1B-C99142412 / AIRS 41163

“Mistakes, no matter how unintentional, that result in failure to abide by the requirements of the contract cannot be excused ….

“The particular specifics of Article 37.3.A.2 is a serious one. The failure to provide the local Union President with an opportunity for input prior to the decision to revert a position goes to the heart of labor management relations. The APWU is not in a position under the contract to engage in a co-partner management relationship with the Service. The reversion of positions, as it aggregates over time, clearly threatens the viability of the APWU and, as such, is a decision in which they have a vital interest. Article 37.3.A.2 provides them with a consultative role in the process. It does not mean that their perspective on reversion will necessarily be followed but it does provide the APWU with access to the process and a corresponding opportunity to make their voice heard and on occasion, if it is persuasive enough, to produce an alternative to the impending decision to revert a position. Thus, the apparent neglect of management to follow the consultative aspect of the reversion is not a minimal oversight.”

Arbitrator King / H94C-4H-C98002133 / AIRS 31043

“The opportunity for input, regarding whether a position is to be reverted, must be more than a passing conversation on the workroom floor. It should entail as much solemnity as the process of collective bargaining demands and deserves. It is an important interchange between the Union and Management on a crucial subject. It cannot be relegated to such an ad hoc chance encounter that the memories of a Postmaster and a Union President are all that marks it having occurred. There should be record of proposals, counter proposals, reasons and positions statements regarding the desirability and necessity of, and alternatives to abolishing the position, even if done informally. And, of this, or some reasonable approximation thereof, must occur before a decision to revert is made.”

Arbitrator Stallworth / J94C-4J-C99113712 / AIRS 38982

“The union argues that under Article 37.3 management has an obligation to provide the union with an opportunity to provide meaningful input prior to the reversion. It is the opinion of the arbitrator the union is correct as this provides the union with a basis to decide whether to pursue a grievance. The arbitrator also notes the union is prevented from providing meaningful input if relevant information is not forthcoming from the Service, as was apparently the case in the instant grievance.”
Arbitrator Gudenberg / A94C-4A-C98104053 / AIRS 32160

“While the burden of proof rests with the Union, their ability to make a factual presentation was hampered by the failure of the Service to provide the requested data. Since the Service failed to provide the Union with all the requested data, a presumption that the missing data would not have favored the Service’s position can be assumed.”

Arbitrator Holden / B10C-4B-C13257552 / AIRS 58475

“It is clear that the union wanted answers to the questions before the decision was made. Yet, the record shows that it was not directed to address those questions to the station manager until after the decision to revert was made. This makes a sham of the process and provisions of the contract.”

Arbitrator Miller / C98C-4C-C00194974 / AIRS 37736

The Postal Service failed to comply with any of the requirements of Article 37.3.A.2.

The arbitrator stated “the agreement provides that the opportunity for input should be made when the duty assignment becomes vacant and is under consideration for reversion. It is my considered opinion that the notice was not provided to the union at a time when the position in question was vacant.”
Additional Reversion Arbitration Decisions

Arbitrator Buckalew / B10C-4B-C13180572 / AIRS 57593
Arbitrator Pecklers / B10C-4B-C13168318 / AIRS 59186
In these cases management made the decision to revert the duty assignments of retiring employees before the bids became vacant and did not give the Local President an opportunity for input prior to the decision being made.

Arbitrator Klein / C7C-4Q-C25705 / AIRS 17581
In this case the Postal Service notified the Chief Steward and not the Local President. The arbitrator ruled the USPS violated Art 37 by failing to provide the local President an opportunity for input and failing to post a notice of the reversion with the reason.

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Additional Reversion Arbitration Decisions

Arbitrator Dorshaw / G94C-1G-C 98078675 / AIRS 33465
Arbitrator Hauck / E98C-4E-C00048492 / AIRS 38830
Arbitrator Tranen / C00C-4C-C05059216 / AIRS 46825
Arbitrator Buckalew / B00C-4B-C02165521 / AIRS 41198
Arbitrator Miller / C94C-4C-C96060967 / AIRS 34133

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JCIM Reversion Q&A's

65. Must all vacant duty assignments be posted within 28 days?

Response: Yes, unless the vacant duty assignment is being reverted in accordance with Article 37.3.A.2.
JCIM Reversion Q&A’s

69. When does the 28 day time period begin for purposes of making a decision whether to revert a duty assignment?

Response: The 28 days begins when the duty assignment becomes vacant. A duty assignment is vacant on the effective date that a bid holder moves to a new duty assignment, quits, retires, etc.

MDAT - A Quick Look

The best language in the world: 37.3.A.1

“Every effort will be made to create desirable duty assignments from all available work hours for career employees to bid.”

MDAT is a software program developed by APWU HQ for local officers to use to track work hours.

All meant ALL until

The APWU’s success in arbitration led management to file a national dispute. The USPS alleges that any requested remedy that mandates bids to be posted over their “compliment” is not the intent of 37.3.A.1.

The APWU disagrees

USPS Case #Q10C-4Q-C-15066902
So, What Does That Mean?

CONTINUE TO FILE GRIEVANCES!!!

When using PSE hours to create NEW duty assignments continue to file using MDAT. Your case will be held in abeyance to the outcome of the national dispute.

Don’t let management win, continue to file!!!!

MDAT - A Tool for Many Issues

PTF Maximization - Remembering that the threshold can be as low as 30 hours per week.

NTFT Duty Assignment - Increasing the hours

Remedy Calculation (Art 1.6 and Art 7)

Retreat Rights - Outside the craft/installation and now also within the installation. Why?

Article 12.4.D and 12.5.C.4.c via 37.3.a.1

How to Access MDAT?

www.APWU.org (Members Only)

- New Local and State Presidents as well as re-elected Presidents must notify APWU HQ to have the system identify you as the Local or State President.

- The President’s password and ID will have access to MDAT.

- The President can now assign other officers in their local to also have access.
Accessing the MDAT Program via APWU Members Only
Prepare Before Logging on
Determine first:
• What are you trying to demonstrate?
• Date range
• Employees to select
• Use names
• Use categories by DA (813, 814, 134)
All Presidents with access to the MDAT program will need to agree to the terms and conditions set forth within the Use Agreement prior to using the program.

In this scenario, you currently have **NO FILES** uploaded that the program can use for reporting. Click on "Select Files" at the bottom of the window to search your computer for the files you wish to select for uploading to the program.

**NOTE**: "Uploading new files will overwrite any data which you were working with previously."

You can select just 1 (one) or many files to introduce into the program at the same time. The maximum total file size for all files combined is 25 MB.

**Note**: Selecting multiple files and/or files larger than 5MB will increase the expected wait time for the program to process the data and create reports. Speed also depends on the type of internet connection you are using (i.e. Broadband, Cable, DSL) and/or the time of day (i.e. during times when a high volume of Locals might be trying to access the program at the same time).
1. Clicking on “Browse…” will open up the “Choose File to Upload” window.
2. Navigate to the folder where you saved your files.
3. Click once on the file you would like to select and then click “Open”, located at the bottom of the File Selection Window.

In this example...

Two (2) files have been selected. You are only able to select one file for each “Browse” option. You can add additional rows for files to upload by clicking on “More Files”.

Click on “Done” when you have finished selecting the desired files.

(NOTE: Maximum total file size for all files combined is 25 MB)

After selecting your files, you will have the opportunity to review the selected files before uploading. You can “Remove” any files that you do not wish to upload.

When you are ready to continue, click on the “Upload” button located at the bottom of the screen.
After you click on “Upload”, you’ll be provided with an upload status message like this while your files are being uploaded.

(NOTE: Maximum total file size for all files combined is 25 MB).

**Note:** Selecting multiple files and/or files larger than 5MB will increase the expected wait time for the program to process the data and create reports. Speed also depends on the type of internet connection you are using (i.e. Broadband, Cable, DSL) and/or the time of day (i.e. during the time of day).
File Names must end with "csv".

One reason why a file might not upload properly is if it is not saved as a "csv" file.

See the example on the right for the correct File Type to use to save your file.

Note: Microsoft Excel 2003 or earlier will default to "xls" format.

If your file does not follow the layout described in the previous slide, you will see "Failure" and associated error messages.

You can correct this by clicking on the "Return to Upload Page" located at the bottom of the error list. From there you can choose a new file or upload the same file after errors have been corrected.
This file resulted in a "failure" because the expected two first rows did not match the standardized file format.

The columns of data are also not in the expected order.

This is an example of an expected file type. The file is in .csv format. If your file is in any other format (i.e., .xls) it will be rejected by the program. You will need to re-save the file as a .csv file.

The File MUST include the same two top rows (highlighted in Yellow) proceeding the data and the columns must be in the same order as shown here. This has been identified as the standardized file format for these files.

MDAT Reports

- PDF files showing all hours in pay period for each employee with daily and weekly totals
- Graphs to demonstrate duty assignments or hours for maximization
- Final Report to show how many 40 hours jobs could be posted for bid
Please Save Your Information
• Save a copy of your CD or Flash Drive
• Using a power point in Arbitration is extremely effective
• You’ll find the more you do it becomes simple and routine

Filling Residual Vacancies Under the 3/20/14 MOU

How Does a Duty Assignment Become Residual?

Article 37.1.H (CBA Page 157)
H. Residual Vacancy. A duty assignment that remains vacant after the completion of the voluntary bidding process.
How Does a Duty Assignment Become Residual?

Section 3.A.4.d (JCIM Page 217)

92. Does a reposting always result in a residual vacancy?

Response: No. When there are an equal number of posted duty assignments and employees eligible to bid, and everyone successfully bids on the reposting, there is no residual vacancy.

Topics in MOU RE: Filling of Residual Vacancies

There are three main sections of the MOU. The first section addresses the clerk craft and goes into detail on the pecking order to fill residual vacancies in the clerk craft. The second section describes how duty assignments will be filled in the maintenance craft. The third section describes how residual assignments will be filled in the motor vehicle craft.

Time Frames of MOU

The MOU as it applies to the clerk craft is effective from 3/20/14 to 10/31/14. If the parties agree to extend the agreement beyond 10/31/14, either party may terminate the agreement at the national level by providing 30 days written notice to the other party. The MOU as it applies to the maintenance and motor vehicle crafts does not have any sunset clause.

And that was agreed to:
MOU BETWEEN THE USPS AND THE APWU

Re: FILLING OF RESIDUAL VACANCIES

I. Clerk Craft

The parties agree to the following procedures, during the term of this agreement, to fill residual vacant duty assignments, in the clerk craft, that are not subject to a proper withholding order pursuant to Article 12 of the 2010-2015 Agreement.

A. In order to revert any residual duty assignment for the clerk craft, the procedures listed in the terms of the MOU concerning Reversion of Withheld/Residual Vacancies dated November 7, 2011 shall be followed. The residual duty assignments released from withholding related to the Area Mail Processing excessing events will be considered to be viable under the terms of this MOU without further review.
Residual duty assignments under the terms of this agreement will be filled in the following order:

1. Unencumbered clerks in the same installation.
2. Employees with Clerk Craft retreat rights pursuant to Article 12.5.C.5.a(5) or Article 12.5.C.5.b(6).
3. Full-time regular Clerk Craft employees from an installation impacted by excessing, pursuant to Article 12.5.C.5, who request transfers within the District or a 100 mile geographic radius through eReassign 21-Day Posting.
5. Full-time regular Clerk Craft employees from an installation impacted by excessing, pursuant to Article 12.5.C.5, who request voluntary transfers beyond the District or 100 mile geographic radius through regular eReassign.

New MOU Impact on Reversions of Residual Vacancies

The 11/7/2011 MOU requires that “prior to management taking any action to revert a withheld residual vacancy, the appropriate Area Labor Relations manager, or designee, will contact the Regional Coordinator or designee for discussions related to that duty assignment.”

The newly signed MOU therefore requires the Postal Service to contact the Regional Coordinator or designee for all attempts to revert any residual vacancy, withheld or not.

11/7/2011 MOU and Withheld Residual Vacancies

Although the APWU is glad that the USPS is considering the previously withheld positions as viable without further review, the release of the vacancies from withholding is not by itself an opportunity for the USPS to revert vacancies.

There is an obligation for the USPS to provide viable withheld vacancies for employees to be excessed to. For the 11/7/2011 MOU, the USPS is obligated to consider action to revert the job when there is a significant change that would justify reverting the vacancy. The USPS should have reverted the job if and when a significant change occurred (as described in the 11/7/2011 MOU). If the job was viable enough to be continued to be withheld for excessed employees, it is now viable to be filled.
6. One time posting of remaining residual duty assignments to PTF Clerks in other installations within the District who are on the rolls as of the effective date of this agreement.

7. a) Transfers through regular eReassign, from other APWU crafts, employees with priority consideration b) Transfers through regular eReassign from all crafts, employees without priority consideration. Both a & b combined will be limited to the one in four or one in six rule as defined in the MOU, Re: Transfers, as applicable.

8. Conversion of Clerk Craft Postal Support Employees (PSEs) to career status within the installation.

Items 7 and 8 are integrated meaning that in offices over 100 man years, at least 3 PSEs are converted for every transfer accepted and in offices of less than 100 man years, at least 5 PSEs for every transfer.

The above pecking order will be accomplished through normal existing procedures as described below:

Step 1&2) Those recently released residual duty assignments related to the AMP process, and those residual duty assignments determined to be still viable under the MOU concerning Reversion of Withheld/Residual Vacancies, will be filled no later than the second full pay period after the effective date of this agreement.

Pecking Order in Detail

Step 1
A1. Unencumbered clerks in the same installation

Unencumbered employees are assigned per the provisions of *CBA - Article 37.4 starting on page 187 *JCIM - Article 37.4 starting on page 250

Step 2
A2. Employees with Clerk Craft reret rights pursuant to Article 12.5.C.5.a(5) or Article 12.5.C.5.b(6)

*Article 12.5.C.5.a(5) on page 50 of the CBA refers to employees assigned to another craft within the installation.

*Article 12.5.C.5.b(6) primarily on page 63 refers to clerk craft employees written request for reret rights serving as a bid for vacancies in their former installation.

*See also page 114 of the JCIM.
Step 3) Recently released withheld residual duty assignments which had previously been posted in the Clerk Craft 21-day posting process, will be posted in regular eReassign on the May 1st posting. New residual vacancies must be posted in the Clerk Craft 21-day posting process, before being posted in regular eReassign.

Step 4) After employees from impacted installations have had an opportunity to fill the residual vacancies within the District or a 100 mile geographic radius, the duty assignment(s) will be filled by converting a part-time flexible clerk(s) to full-time regular in the same installation, according to Article 37.5 of the 2010-2015 Agreement.

Step 5) Residual duty assignments that cannot be filled through steps 1, 2, 3 & 4 above will be posted in regular eReassign for voluntary transfers, for a 21-day period during the next available posting cycle.
Step 6) Any residual vacancies remaining will be filled by PTF clerk transfer requests from other installations through a one-time posting of full-time regular residual duty assignments for PTF clerks employed within the District that has the remaining residual vacancies by craft seniority.

Craft seniority for the one-time posting for PTFs within the District refers to the Clerk Craft Installation Seniority of the employee in the losing installation. The PTF with the highest clerk craft installation seniority in the District will get the first choice of available vacancies. The PTF will start a new period of seniority in the gaining installation.

Step 7) Residual vacancies that remain will be filled by acceptance and placement of voluntary reassignment (transfer) requests in eReassign from all crafts as agreed in point 7 of the pecking order.

Steps 7 and 8
Step 7 regarding voluntary transfers and Step 8 regarding conversion of PSEs are integrated meaning that in offices of 100 or more man-years, 3 PSEs should be converted for every voluntary transfer from outside the installation.

a) Transfers through regular eReassign, from other APWU crafts, employees with priority consideration b) Transfers through regular eReassign from all crafts, employees without priority consideration. Both a & b combined will be limited to the one in four or one in six rule as defined in the Memorandum of Understanding, Re: Transfers, as applicable.

Breaking Down Step 7
a) Transfers through regular eReassign, from other APWU crafts, employees with priority consideration

b) Transfers through regular eReassign, from all crafts, employees without priority consideration. These employees start a new period of seniority at the gaining installation. These employees will not be considered for back seniority (see MOU on page 437 of CSA).
Breaking Down Step 7 Continued

b) Transfers through regular eReassign from all crafts, employees without priority consideration.

The requests from these non-impacted employees from all crafts, including the clerk craft, are considered in the order received and minimum qualifications (entrance examination). These employees start a new period of seniority at the gaining installation. Normal transfer rules regarding applicable time frames and consideration of work, attendance, and safety records applies.

Breaking Down Steps 7 and 8 Continued

Both a & b combined will be limited to the one in four or one in six rule as defined in the Memorandum of Understanding, Re: Transfers, as applicable.

The Transfer Memo, found on page 338 of the CBA, is permissive in the amount of employees that can transfer to an installation. However, normally transfers are handled by the 1 in 4 or 1 in 6 ratio of transfers to hires depending on the office size. The agreement is to cap or limit both categories of transfers above to 1 in 4 or 1 in 6 as applicable. As an example, in offices of over 100 man years, there should be 3 PSEs converted to career for every voluntary transfer from Step 7 over a period of 6 months. Requests for reassignments may be reviewed by the national union and local unions per page 336 of the CBA and Articles 17 and 31.

Step 8) Conversion of PSEs to career will be by relative standing within the installation. When converting to residual Function 4 duty assignments containing window duties, the conversion to career will be deferred until after a one-time opportunity to train and qualify is provided to those PSEs, with the highest relative standing within the installation, that have not previously qualified. Any PSE who fails to qualify under this one-time opportunity, will remain in a 813 PSE status, with the same relative standing, for future conversion opportunities.
Exception for Window Qualified and Seniority

If the senior PSE is not window qualified and selects a duty assignment with window qualifications, the PSE will train and take the window test. If a PSE qualifies on the window, the employee will have the seniority that they should have had if there was no window qualification. The parties agree that if the employee fails to qualify on the window, the employee will remain a 813 PSE employee.

The USPS has agreed that the deferred conversion only applies to duty assignments including window. In other cases, the PSE will be immediately converted to career status and then train and pass any qualifications (scheme, keying, etc.). PSEs do not have the option of refusing a conversion to career. If the employee fails to qualify, the employee will remain in a career status.

B. During the term of this agreement no reassignments in the clerk craft will be made within or between installations or from other crafts, unless the reassignment is made based on a mutual exchange in accordance with Article 37.2.D.7., or through the Article 12 involuntary reassignment process, or pursuant to this agreement.

(The three exceptions listed above are the only exceptions allowed)

C. The seniority of employees moving between installations pursuant to the terms of this agreement will be determined by application of the 2010-2015 Agreement.

D. Employees moving between installations pursuant to the terms of this agreement are solely responsible for any and all costs related to relocation.
E. The union will be provided a list of all residual vacancies posted for each eReassign cycle and the results of the 21-day postings.

(This applies to the special 21-day posting for impacted employees within the district or a 100 mile geographic radius (page 426 of CBA) and the regular eReassign posting that is posted for 21 days.)

F. This agreement, as it applies to the Clerk Craft, is effective from March 20, 2014 until October 31, 2014. The agreement was extended beyond October 31, 2014, by mutual agreement. Either party may terminate the agreement at the national level by providing 30 days written notice to the other party.

G. Any disputes regarding this MOU will be resolved through the ADR process at the Headquarters level.

(This is part of the Clerk Craft section and does not apply to the other crafts.)

This agreement, as it relates to the Clerk Craft, is reached without prejudice to the position of either party in this or any other matter and may only be cited to enforce its terms.

II. Maintenance Craft

In the Maintenance Craft, duty assignments will be filled in accordance with Articles 38.3, 38.4, 38.5, and the Order for Filling Vacant Maintenance Positions found at pages 280-281 of the JCIM. After applying item 7.a (Maintenance Transfers) of the Order for Filling Vacant Maintenance Positions, at that point, custodial duty assignment(s) shall be filled by offering conversion to PSE custodian(s). The parties will address procedures concerning PSE conversion in a separate MOU.

The Maintenance Craft section is by itself in the MOU and therefore the sunset clause, ADRP, and other items outside this section do not apply.
II. Motor Vehicle Craft

In the Motor Vehicle Craft, residual duty assignments will be filled by application of Articles 39.1.B.6, Article 39.1.B.7 and Article 39.2.A.11. The filling of residual vacancies in accordance with these Articles will be by converting PSEs working in the same position as the residual vacancies (Mechanic, Technician, TTO or MVO) in the same installation.

The Motor Vehicle Craft section is by itself in the MOU and therefore the sunset clause, ADRP, and other items outside this section do not apply.
Normal Staffing

- The guidelines for staffing is on page 76 of Article 37 (page 274) in binder copy.
- Relevant Articles 37, 14, and 5.

Evidence needed:

- OTDL List, TACS Reports, Copy of Bids, Section or P/L Schedule, Staffing/Rotation Schedule, Volume Reports, Run time Reports, Full bin and Jam reports, Past Records and Practices, Sick calls for the date of violation.

2012 JCIM LANGUAGE

OCR-BCS-DBCS STAFFING

Normal staffing for the OCR, BCS and/or DBCS will be two Mail Processing Clerks to perform the loading, feeding and sweeping functions.

1. Does the settlement mean that there must always be two Mail Processing Clerks assigned to the OCR, BCS and/or DBCS?
   Response: No, that is the normal staffing.

2. Would it be a violation if there was only one clerk working on the OCR, BCS and/or DBCS at the start of the run?
   Response: No. There may not be a need for two Mail Processing Clerks at start up or close out.

OCR-BCS-DBCS STAFFING continued...

3. Would it be a violation if there was only one clerk working on the OCR, BCS or DBCS because of the limited volume for that sort of program?
   Response: Once again, the “normal” staffing is two Mail Processing Clerks, but there may be circumstances where the staffing is reduced.

4. Would low volume zone runs be an example?
   Response: Yes, if the volume available for the DPS zone is such that there is no or minimal sweeping activity required during the run, one operator may be sufficient. One operator may also be sufficient if the volume is such that one operator can load, and then sweep before the bins fill up, and then return to loading.

This settlement addresses minimum staffing, and is not intended to impact those offices where there have been agreements involving more than two operators per machine (due to unique rotations or other local factors.)
Witness Statements

- Prior to taking detailed witness statements, you need to discuss with your witnesses what we need to prove.
- “I worked the machine alone for 3 hours does not determine a violation exists.
- When did they work alone and what did they do during that time?
- Were they scheduled to work alone?

Safety Issues on DBCS Machines

- In the Eastern Region management has a “new” program on the DBCS called the SPO (Sort Plan Optimization)
  - It limits the sortation to ½ of the DBCS Machine.
  - Although placement on the lower and top trays on the pie carts is contrary to 2011 OSHA recommendations, clerks are instructed to work in this fashion.

Article 14 Is Clear

- It is management’s responsibility to provide a safe work environment for the employee
- Make sure you utilize form 1767 to report all safety hazards
- As management expands the size of the DBCS Machine with the same staffing, being proactive is a must
- Demand and attend your Safety and Health Meetings
2012 Train-the-Trainer DBCS Course

- Developed in October of 2012, this guide stresses rotation between sweeping and feeding every two hours.
- Rotation should be different than the previous assigned task the day prior.
- 2011 OSHA study states that the manufacture recommends rotation every 30 minutes.
- Use these safety arguments when challenging understaffing on the DBCS machine.

Arbitral Citations on DBCS Staffing

[Link to Cites]