

## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

**Greg Bell, Director**  
Industrial Relations  
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### Initiate National Dispute

#### National Executive Board

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Coordinator, Eastern Region

John H. Dirzius  
Coordinator, Northeast Region

William E. "Bill" Sullivan  
Coordinator, Southern Region

Omar M. Gonzalez  
Coordinator, Western Region

June 3, 2010

#### Sent Via Facsimile First Class Mail

Mr. Doug Tulino  
Vice President, Labor Relations  
U.S. Postal Service, Room 9014  
475 L'Enfant Plaza  
Washington, D.C. 20260

Re: APWU No. HQTV20100215, Cert No. 7007 2560 0003 2184 5086

Dear Mr. Tulino:

In accordance with the provisions of Article 15, Sections 2 and 4, of the Collective Bargaining Agreement, the American Postal Workers Union is initiating a Step 4 dispute.

The issues and facts involved in this dispute are as follows.

The APWU sent letters dated May 14, 2010 and April 19, 2010 concerning large HCR contracts that only have a very small volume of work that would disqualify them under Article 32. The USPS has failed to respond to our inquiries and the APWU can only assume that we will not receive one.

We believe that this is a violation of Article 32 and that this work could be performed by PVS employees under the provision of Article 32.2. This work should be separated so the APWU could have the opportunity to have discussions with the USPS on these types of runs.

The APWU believes that "clumping" HCR solicitations that combine work that could be performed by PVS bargaining unit employees with solicitations that are outside of Article 32.2 notification obligation is merely a means to circumvent the USPS' Article 32 contractual obligations.

Doug Tulino  
Initiate National Dispute – HQTV20100215  
June 3, 2010  
Page 2

Please contact Robert Pritchard, case officer, to discuss this dispute at a mutually scheduled time.

Sincerely,

  
Greg Bell, Director  
Industrial Relations

GB/ndp//opeiu#2//afl-cio

APWU #: HQTV20100215

Dispute Date: 6/3/2010

Case Officer: Robert Pritchard

Contract Article(s): ;

cc Resident Officers

:

File



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

### Appeal to Arbitration, National Dispute

Greg Bell, Director  
Industrial Relations  
1300 L Street, NW  
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April 6, 2010

Mr. Doug Tulino  
Vice President, Labor Relations  
U.S. Postal Service, Room 9014  
475 L'Enfant Plaza  
Washington, D.C. 20260

#### National Executive Board

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Coordinator, Eastern Region

John H. Dirzius  
Coordinator, Northeast Region

William E. "Bill" Sullivan  
Coordinator, Southern Region

Omar M. Gonzalez  
Coordinator, Western Region

Re: USPS Dispute No. , APWU No. HQTV20100066, Cert No. 7007 2560  
0003 2183 3144

Dear Mr. Tulino:

Please be advised that pursuant to Article 15, Sections 2 and 4, of the Collective Bargaining Agreement, the APWU is appealing the above referenced dispute to arbitration.

Sincerely,

  
Greg Bell, Director  
Industrial Relations

USPS #:  
APWU #: HQTV20100066

Case Officer: Michael Foster  
Step 4 Appeal Date: 2/19/2010  
Contract Article(s) ;

cc: Resident Officers  
Industrial Relations

File  
GB:ndp//opeiu#2//afl-cio



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

April 6, 2010

### Article 15 - 15 Day Statement of Issues and Facts

Michael O. Foster  
Assistant Director  
MVS Division  
1300 L Street, NW  
Washington, DC 20005  
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(202) 842-8517 (Fax)

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Secretary-Treasurer

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Coordinator, Western Region

Mr. Doug Tulino  
Vice President, Labor Relations  
U.S. Postal Service, Room 9014  
475 L'Enfant Plaza  
Washington, D.C. 20260

Re: APWU No. HQTV20100066 , USPS No.  
Cert. No. 7007 2560 0003 2183 2970

Dear Mr. Tulino:

There was no meeting held on the above-referenced dispute. The Employer did not meet nor did they seek to request an extension. In accordance to the provisions of Article 15, Section 2 (Step 4) of the Collective Bargaining Agreement, the Union is providing the Postal Service with a statement of writing of its understanding of the issues involved, and the facts giving rise to the dispute.

The following is the APWU's statement of issues and facts concerning this dispute.

The USPS has unilaterally implemented an unachieved demand from the 2006 National contract negotiations by the abolishment of residual MVS Craft PS-6 Tool and Parts Clerk positions and establishing Level 6 MVS General Clerk positions. (These positions were previously PS Level 5 before the 2006 contract negotiated upgrades).

During the 2006 National negotiations, the Postal Service proposed several changes to the provisions of Article 39.2.A.11.A of the Collective Bargaining Agreement.

1. The Postal Service proposed to remove the Time and Attendance Clerk, SP 1-29, PS-5; Tool and Parts Clerk, SP 1-31, PS-5 from the contract. Upon Union inquiries, the response was that the position had already been eliminated. The Union submitted request for information that demonstrated the elimination of these positions in the craft and the notice to the Union. The Employer failed to produce any such documentation.

Doug Tulino

April 6, 2010

Page 2

re: Article 15 – 15 Day Statement of Issues and Facts (Tool and Parts Clerk position)

2. USPS proposal: E-39.5; Subject: Motor Vehicle Craft - VMF Clerk position consolidation.

Issue: “The Vehicle Maintenance Facilities (VMF) are currently provided administrative support, supply inventory control and repair parts inventory management through clerical support staff. These clerk positions were created through past requirements based upon work practices, processes and policies related to supporting the Postal Service’s vehicle fleet. There are currently five clerical position descriptions in the VMF in support of the administrative, supply and repair parts inventory functions. Due to automation and computerization, the five separate and distinct clerical positions are no longer needed.”

Solution: “Provide increased flexibility by converting five clerk titles into a single clerk position within the VMFs.” The Postal Service also submitted the following proposal to the Union on November 20, with three (3) options.

Option A:

Change Article 39.2.A.11. as follows:

Single position with save pay for PS-6 and PS-7 positions downgraded

Position	To be filled by Senior Qualified
<del>Tools and Parts Clerk, PS-5</del>	<del>All Motor Vehicle Craft Employees</del>
<del>Time &amp; Attendance Clerk SP 1-29, PS-5</del>	<del>All Motor Vehicle Craft Craft Employees</del>
<del>Storekeeper Automotive Parts, SP 5-46, PS-6</del>	<del>All Motor Vehicle Craft Employees</del>
<del>Storekeeper Automotive Parts, SP 5-66, PS-7</del>	<del>All Motor Vehicle Craft Employees</del>
<b>General Clerk VMF PS-5</b>	<b>All APWU Craft Employees</b>

Doug Tulino  
April 6, 2010  
Page 3

re: Article 15 – 15 Day Statement of Issues and Facts (Tool and Parts Clerk position)

Option B:

Change Article 39.2.A.11. as follows:

Three positions, three pay grades – no up grades/no save grade

General Clerk position to be filled by Best Qualified method.

Administrative Clerks to be consolidated into Storekeeper Automotive Parts, PS 5-46, PS-6. All other clerks not listed would be consolidated into the approved title with the same PS level as the current position.

Position	To be filled by Senior Qualified
<del>Tools and Parts Clerk, PS-5</del>	<del>All Motor Vehicle Craft Employees</del>
<del>Time and Attendance Clerk, SP 1-29, PS-6</del>	<del>All Motor Vehicle Craft Employees</del>
Storekeeper Automotive Parts, SP 5-46, PS-6	All Motor Vehicle Craft Employees General Clerk VMF PS-5
Storekeeper Automotive Parts, SP 5-66, PS-7	All Motor Vehicle Clerk Employees General Clerk VMF PS-5 Storekeeper Automotive Parts SP 5-46, PS-6

Option C:

Change Article 39.2.A.11. as follows:

No change to Article 39.2.A.11

No Upgrades

These proposals during the 2006 negotiations were rejected by the APWU MVS Craft.

The Employer has systematically abolished the Tool and Parts Clerk residual vacancies and replaced the position with VMF General Clerks.

Doug Tulino  
April 6, 2010  
Page 4

re: Article 15 – 15 Day Statement of Issues and Facts (Tool and Parts Clerk position)

As of November 2006 Negotiations, the number of Level 5 Tool and Parts Clerks in the Motor Vehicle Craft were 173 employees.

The number of General Clerks were 288 (Level 5) and 13 (Level 6) for total of 301 General Clerks. As of March, 2010, there are 135 Tool and Parts Clerks.

The number of General Clerks has increased to 352 as of March, 2010. The functional purpose of the General Clerk and the Tool and Parts Clerk and the Storekeeper are distinctly different as outlined in the Qualification Standards and the Standard Position Descriptions.

Document Q6904A Dated November 30, 2003
Bargaining Unit Qualification Standard 6904 A (6904-01XX) Tool and Parts Clerk – Level 5
Document Date: November 30, 2003
Function:
Requisitions, receives, stores, issues, and accounts for a wide variety of parts, tools, and supplies used in the maintenance of motor vehicles.
Description of Work:
See the Standard Position Description for the Occupation Code given above.

STD Position Description	U.S. Postal Service
Tool & Parts Clk PS-05	
Functional Purpose	
Requisitions, receives, stores, issues, and accounts for a wide variety of parts, tools and supplies used in the maintenance of motor vehicles.	

Doug Tulino  
 April 6, 2010  
 Page 5

re: Article 15 – 15 Day Statement of Issues and Facts (Tool and Parts Clerk position)

Bargaining Unit Qualification Standard 0300d (0301-09XX) Administrative Clerk, VMF – Level 6) (0301-47XX) Clerk, Vehicle Dispatching - Level 5) (0305-03XX) File Clerk – Level4) (0301-48XX) General Clerk, VMF – Level 5) (0301-01XX) Office Clerk – Level 4) (0301-05XX) Office Clerk, Custodial – Level 5) (0301-04XX) Office Clerk, Vehicle Operations – Level 5) (0301-94XX) WLRs Control Clerk – Level 5	
Document Date: December 31, 1990	
Function:	
Administrative Clerk, VMF:	Performs a variety of responsible clerical and routine administrative duties in a motor vehicle maintenance facility
Clerk, Vehicle Dispatching:	Performs clerical functions related to vehicle dispatching activities at a post office for scheduled, nonscheduled, and emergency vehicle service.
General Clerk, VMF:	Performs a variety of clerical duties relating to the maintenance of vehicles.
Description of Work: See the Standard Position Description for the Occupation Codes given above.	

STD Position Description	U.S. Postal Service
General Clerk, VMF, PS – 05	
Functional Purpose	
Performs a variety of clerical duties relating to the maintenance of vehicles.	
Duties and Responsibilities	
11. Assists in the storage and issuance of tools, parts and supplies	

The only reference to the General Clerk’s involvement in the Stock Room is in number 11, of the Duties and Responsibilities where it says, “**Assists** in the storage and issuance tools, parts and supplies (assists has been bolded for emphasis).

Doug Tulino  
April 6, 2010  
Page 6

re: Article 15 – 15 Day Statement of Issues and Facts (Tool and Parts Clerk position)

The parties at the National level have further agreed upon an example of a valid reason for abolishment in the Motor Vehicle Craft in the Joint Contract Administration Manual (JCIM). Article 39 Questions and Answers #12.

What is an example of a valid reason for abolishing a motor vehicle craft duty assignment?

Response: On the effective date of the abolishment, the majority of the work assigned to that duty assignment would no longer be performed.

In the field, VMF Operations efforts to fill residual Tool and Parts Clerk positions are being denied with instructions to abolish these positions and create General Clerk positions. Local Union officials have also been provided with copies of internal postal documents with the instructions.

Selection Method                      NF- (Do not fill position – restricted to incumbent only)

Selection Requirement              CR (Do not fill position without specific authorization from customer requirements, Human Resources Headquarters.

Along with the statements that they have been prohibited from filling residual Tool and Parts Clerk positions.

Please contact me if you wish to discuss this matter.

Sincerely,



Michael O. Foster  
Case Officer

APWU #: HQT20100066  
USPS #:

Dispute Date: 2/19/2010  
Contract Articles: ;

cc: Industrial Relations

MOF:ndh//opeiu#2//afl-cio



# American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Greg Bell, Director  
Industrial Relations  
1300 L Street, NW  
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## Initiate National Dispute

February 19, 2010

### Sent Via Facsimile First Class Mail

Mr. Doug Tulino  
Vice President, Labor Relations  
U.S. Postal Service, Room 9014  
475 L'Enfant Plaza  
Washington, D.C. 20260

Re: APWU No. HQTV20100066, Cert No. 7007 2560 0003 2183 2895

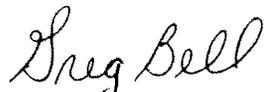
Dear Mr. Tulino:

In accordance with the provisions of Article 15, Sections 2 and 4, of the Collective Bargaining Agreement, the American Postal Workers Union is initiating a Step 4 dispute.

The issues and facts involved in this dispute are as follows: The USPS has implemented an unachieved demand from the 2006 contract negotiations by the abolishment of residual tool and parts clerk positions and establishing general clerk positions.

Please contact Michael Foster, case officer, to discuss this dispute at a mutually scheduled time.

Sincerely,

  
Greg Bell, Director  
Industrial Relations

APWU #: HQTV20100066

Dispute Date: 2/19/2010

Case Officer: Michael Foster

Contract Article(s): ;

cc Resident Officers  
:  
File  
GB:ndp//opeiu#2//afl-cio

#### National Executive Board

William Burrus  
President

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Executive Vice President

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William E. "Bill" Sullivan  
Coordinator, Southern Region

Omar M. Gonzalez  
Coordinator, Western Region



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

November 2, 2009

**Greg Bell, Director**  
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Mr. Doug Tulino  
Vice President, Labor Relations  
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Coordinator, Northeast Region

William E. "Bill" Sullivan  
Coordinator, Southern Region

Omar M. Gonzalez  
Coordinator, Western Region

Re: USPS Dispute No. , APWU No. HQT20097, Cert No. 7007 2560 0003 2183 3427

Dear Mr. Tulino:

Please be advised that pursuant to Article 15, Sections 2 and 4, of the Collective Bargaining Agreement, the APWU is appealing the above referenced dispute to arbitration.

Sincerely,

  
Greg Bell, Director  
Industrial Relations

USPS #:

Case Officer: Robert Pritchard

APWU #: HQT20097

Step 4 Appeal Date: 9/1/2009

Contract Article(s) ;

cc: Resident Officers

Industrial Relations

File

GB:ndp//opeiu#2//afl-cio



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

### Article 15 - 15 Day Statement of Issues and Facts

October 15, 2009

**Robert C. Pritchard**  
Director, MVS Division  
1300 L Street, NW  
Washington, DC 20005  
(202) 842-4240 (Office)  
(202) 842-8517 (Fax)

**Mr. Doug Tulino**  
Vice President, Labor Relations  
U.S. Postal Service, Room 9014  
475 L'Enfant Plaza  
Washington, D.C. 20260

#### National Executive Board

**William Burrus**  
President

**Cliff "C. J." Guffey**  
Executive Vice President

**Terry Stapleton**  
Secretary-Treasurer

**Greg Bell**  
Industrial Relations Director

**James "Jim" McCarthy**  
Director, Clerk Division

**Steven G. "Steve" Raymer**  
Director, Maintenance Division

**Robert C. "Bob" Pritchard**  
Director, MVS Division

**Bill Manley**  
Director, Support Service Division

**Sharyn M. Stone**  
Central Region Coordinator

**Mike Gallagher**  
Eastern Region Coordinator

**Elizabeth "Liz" Powell**  
Northeast Region Coordinator

**William "Bill" Sullivan**  
Southern Region Coordinator

**Omar M. Gonzalez**  
Western Region Coordinator

Re: APWU No. HQTV20097, Cert. No. 7007 2560 0003 2183 3366

Dear Mr. Tulino:

The USPS failed to meet in accordance with Article 15 of the Collective Bargaining Agreement. Article 15, Section 2 (Step 4) provides that if the parties fail to reach an agreement, then within fifteen days of their meeting each party shall provide the other with a statement in writing of its understanding of the issues involved, and the facts giving rise to the dispute.

The following is the APWU's statement of issues and facts concerning this dispute:

Article 7 of the National Agreement clearly defines that there are 2 types of employees. There is the regular work force which consists of career (full-time and part-time) employees, and there is the supplemental work force. The supplemental work force consists of casuals, and in the Motor Vehicle craft - we refer to as the "pre - 2006 rules" on casuals still apply. Casuals have specific terms on how they can be used and for limited amounts of time. They cannot be used in lieu of a career workforce employee except under certain conditions, and during the course of a service week the employer will make every effort to ensure that qualified and available part-time flexible employees are utilized at straight time rate prior to assigning such work to casuals. Casual employees are prohibited from performing duty assignments requiring training and testing. Casual employees may not be employed in lieu of full or part-time employees. HCR drivers should be counted as casual employees under the terms of collective bargaining agreement.

Article 3 of the Collective Bargaining Agreement states: “The employer shall have the exclusive right subject to the provisions of this agreement and consistent with applicable laws and regulations.” The applicable law that we wish to sight here is:

- 39 USCS § 1008, which states ... “§ 1008. *Temporary employees or carriers*
- (a) *A person temporarily employed to deliver mail is deemed an employee of the Postal Service and is subject to the provisions of chapter 83 of title 18 [18 USCS §§ 1691 et seq.] to the same extent as other employees of the Postal Service.*
- (b) *Any person, when engaged in carrying mail under contract with the Postal Service, or employed by the Postal Service, is deemed a carrier or person entrusted with the mail and having custody thereof, within the meaning of sections 1701, 1708, and 2114 of title 18.”*

Contract drivers clearly perform these duties and are entrusted with the mail and therefore, are deemed employees of the Postal Service. This buttresses our arguments even further to go along with the Step 4 signoffs; that will be quoted later in this document.

If you go to the National Arbitration Brief of the United States Postal Service on Arbitration case number: Q90C-6E-C 9446800, it clearly states that Mr. Valenti also testified that the Postal Service counts contract employees used as casuals against the Cap set out in the National Agreement because this is a requirement of the Step 4 agreement on contract issues (page 6).

On page 5 of the Postal Service’s brief it states... “Contract employees procured through the procurement procedures are hired when you need specialized skills”... and it goes on to say, “under the procurement process the Postal Service contracts with an agency such as AON, Kelly Girls, Manpower, etc. to provide employees who specified criteria that is attuned to the work that needs to be done.” This is clearly what the Postal Service has done. They have not gone to a Manpower or Kelly Girl service, but they have gone to trucking companies to procure these people; and they would clearly fall under the Postal Services own terms, according to their brief as casual employees.

On page 7 of the Postal Services’ brief concerning the use of Kelly Girls it states... “The matter was resolved short of arbitration by an agreement that those contract employees could be used and would be counted as casual employees.”

The Postal Services brief continues to say on page 8... “Specifically, the union contends that the Postal Service can only use workers who have been hired and placed on Postal rolls as casual employee.” The statement continues to say... “The union’s argument is not only simple, it is simply wrong. The National Agreement’s language does not prohibit the use of contract agency employees as supplemental workers. To the contrary, the Agreement specifically provides that management shall have the right to determine both the work to be done and the workers who will do it. Though the union has an interest in and properly plays a role in deciding whether non-bargaining unit employees may perform work reserved to the bargaining unit, it has no contractual or legal standing under this agreement to dictate how the Postal Service obtains employees who are permitted by contract to perform bargaining unit work. Moreover, the Postal

Doug Tulino  
October 15, 2009  
Page 3  
Re: HCR as Casuals

Service submits that this issue has long been resolved between the parties, not only by their actions and agreements during the past 30 plus years, but also by former President of the APWU, Moe Biller, who specifically acknowledged management's right to use temporary contract

agency employees as supplemental work force employees, so long as they were counted against a casual employee cap in the National Agreement."

The brief goes on further to say on page 9, "Significantly, Article 7 clearly defines the employment status of regular and transitional work force employees. Both regular and transitional work force employees are defined as "persons who are hired pursuant to such procedures as the Employer may establish. Hiring or, in postal terminology, appointing someone evidences a clear statement that the employee is a person who has been entered on the Postal Service's rolls. The contract provides for no such requirement for supplemental casual employees. In fact, Article 7 never addresses how such employees will be procured, nor does it even remotely imply that the supplemental work force workers need be on postal rolls."

The Postal Service's brief continues to say on page 15, "The evidence clearly establishes that the union clearly agreed with the Postal Service; that contract employees from temporary employment agencies could be used as casual employees as long as they were counted against the casual Cap. The un-rebutted testimony of Thomas Valenti unequivocally established that the union, not only agreed that workers from temporary employment agencies could be used as casual employees, but affirmatively notified their field representatives of this agreement."

The Postal Service brief continued to say at the bottom of page 14... "In the absence of a clear and unequivocal limitation on the right of management to select the personnel who will perform its work, the Postal Service is free to employ whatever persons it chooses to do that work, and to procure them in the manner it deems most appropriate."

At the bottom of page 15 the Postal Service brief states that, "The manual contained the Step 4 agreement executed by Joyce Ong and Cliff Guffey, at that time the Assistant Director of the Clerk Division. In that Step 4 settlement, the union agreed that temporary agency workers could be used as casual employees so long as they are counted against the casual limitations." The trucking companies that the Postal Service contracts with in order to move mail clearly fall into the same mold as any other employment agency. Many of these trucking companies have no other work than to supply labor to the postal service. They clearly fall into the category that the Postal Service has said would constitute casual employees; therefore, they are limited as any other casual employees restrictions would be and they should be counted as casual employees against the cap; and if they are hired in lieu of full-time or part-time employees, the MVS Division has been harmed by this, and should be compensated with this work, being shifted to PVS and compensated for the hours that these casual employees have worked.

This is buttressed by the National level award by Arbitrator Das that was issued on January 31, 2003, for case number: Q90C-6E-C 94 46800. That award in full says, "Article 7B does not prohibit the Postal Service from using Kelly Girls or similar type temporary employment agencies as a supplemental work force provided as casuals, and are subject to the limits on employment of casuals set forth in Article 7B." These employees are in fact limited in terms.

Doug Tulino  
October 15, 2009  
Page 4  
Re: HCR as Casuals

The postal contract for transportation fall into 3 categories: (1) Emergency Contracts of six months or less, (2) Temporary Contracts of 2 years or less, and (3) Regular Contracts 4 of years or less. All of these contracts are of limited duration and therefore, these companies are providing labor just as Kelly Girls did, just as Manpower did, and these employees are in fact casual employees and must be treated as such under the Collective Bargaining Agreement.

Please contact me if you wish to discuss this matter.

Sincerely,  


Robert Pritchard  
Case Officer

APWU #: HQTV20097

Dispute Date: 9/1/2009

USPS #:

Contract Articles: ;

Cc: Industrial Relations

RCP:ndp//opeiu//afl-cio



# American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

## Initiate National Dispute

September 1, 2009

**Greg Bell, Director**  
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### Sent Via Facsimile First Class Mail

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Coordinator, Western Region

Mr. Doug Tulino  
Vice President, Labor Relations  
U.S. Postal Service, Room 9014  
475 L'Enfant Plaza  
Washington, D.C. 20260

Re: APWU No. HQTV20097, Cert No. 7007 2560 0003 2182 3236

Dear Mr. Tulino:

In accordance with the provisions of Article 15, Sections 2 and 4, of the Collective Bargaining Agreement, the American Postal Workers Union is initiating a Step 4 dispute.

The issues and facts involved in this dispute are as follows:

The use of Highway Contract Route (HCR) drivers is more than simply contracting work. These drivers would fall under the same circumstance as other contracted employees with the United States Postal Service and in fact must be counted against the casual cap.

The HCRs are also subject to all the rules that apply to casuals in the motor vehicle craft; therefore the use of these casuals violates Article 7 of the Collective Bargaining Agreement and relates to them being counted against the casual cap in hiring in lieu of career employees as defined under Article 7.

Sincerely,

*Greg Bell*  
Greg Bell, Director  
Industrial Relations

GB:ndp//opeiu#2//afl-cio

September 1, 2009  
HQTV20097 – HCR As Casuals

APWU #: HQTV20097  
Dispute Date: 9/1/2009

Case Officer: Robert Pritchard  
Contract Article(s): 7

cc Resident Officers  
:  
File



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

### Appeal to Arbitration, National Dispute

November 2, 2009

Greg Bell, Director  
Industrial Relations  
1300 L Street, NW  
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Mr. Doug Tulino  
Vice President, Labor Relations  
U.S. Postal Service, Room 9014  
475 L'Enfant Plaza  
Washington, D.C. 20260

#### National Executive Board

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Coordinator, Central Region

Mike Gallagher  
Coordinator, Eastern Region

John H. Dirzius  
Coordinator, Northeast Region

William E. "Bill" Sullivan  
Coordinator, Southern Region

Omar M. Gonzalez  
Coordinator, Western Region

Re: USPS Dispute No. , APWU No. HQTV20096, Cert No. 7007 2560 0003 2183 3410

Dear Mr. Tulino:

Please be advised that pursuant to Article 15, Sections 2 and 4, of the Collective Bargaining Agreement, the APWU is appealing the above referenced dispute to arbitration.

Sincerely,

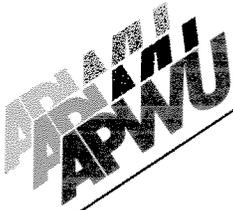
  
Greg Bell, Director  
Industrial Relations

USPS #:  
APWU #: HQTV20096

Case Officer: Robert Pritchard  
Step 4 Appeal Date: 11/2/2009  
Contract Article(s): ;

cc: Resident Officers  
Industrial Relations

File  
GB:ndp//opeiu#2//afl-cio



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

### Initiate National Dispute

August 31, 2009

**Greg Bell, Director**  
Industrial Relations  
1300 L Street, NW  
Washington, DC 20005  
(202) 842-4273 (Office)  
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#### Sent Via Facsimile First Class Mail

Mr. Doug Tulino  
Vice President, Labor Relations  
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William E. "Bill" Sullivan  
Coordinator, Southern Region

Omar M. Gonzalez  
Coordinator, Western Region

Re: APWU No. HQTV20096, Cert No. 7007 2560 0003 2182 9697

Dear Mr. Tulino:

In accordance with the provisions of Article 15, Sections 2 and 4, of the Collective Bargaining Agreement, the American Postal Workers Union is initiating a Step 4 dispute.

The issues and facts involved in this dispute are as follows:

The conversion of Columbus Ohio from PVS to HCR is much more than the subcontracting of the movement of mail. It truly has a significant impact on the bargaining unit and therefore it is a violation of Articles 5, 7.1, 7.2, 7.3, 12, 32.1.B and 32.2.

#### Article 32.1.B

The Employer will give advance notification to the Union at the national level when subcontracting which will have a significant impact on bargaining unit work is being considered and will meet with the Union while developing the initial Comparative Analysis report. The Employer will consider the Union's views on costs and other factors together with proposals to avoid subcontracting and proposals to minimize the impact of any subcontracting. A statement of the Union's views and proposals will be included in the initial Comparative Analysis and in any Decision Analysis Report relating to the subcontracting under consideration. No final decision on whether or not such work will be contracted out will be made until the matter is discussed with the Union.

The Union was never involved in the process at any stage. There was never any discussion with the Union prior to the notification letter being sent. There was no consideration of the Union's views on how to lessen the impact on the PVS unit. This



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

### Article 15 - 15 Day Statement of Issues and Facts

**Robert C. Pritchard**  
Director, MVS Division  
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(202) 842-4240 (Office)  
(202) 842-8517 (Fax)

October 15, 2009

Mr. Doug Tulino  
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#### National Executive Board

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Executive Vice President

Terry Stapleton  
Secretary-Treasurer

Greg Bell  
Industrial Relations Director

James "Jim" McCarthy  
Director, Clerk Division

Steven G. "Steve" Raymer  
Director, Maintenance Division

Re: APWU No. HQTV20096, Cert. No. 7007 2560 0003 2183 3359

Dear Mr. Tulino:

The USPS failed to meet after the APWU filed its Initial Dispute in accordance with Article 15 of the Collective Bargaining Agreement. Article 15, Section 2 (Step 4) provides that if the parties fail to reach an agreement, then within fifteen days of their meeting each party shall provide the other with a statement in writing of its understanding of the issues involved, and the facts giving rise to the dispute.

The following is the APWU's statement of issues and facts concerning this dispute.

The conversion of Columbus, Ohio from PVS to HCR is much more than the subcontracting of the movement of mail. It truly has a significant impact on the bargaining unit and therefore it is a violation of Article 32.1.B. The Union was never involved in the process at any stage. There was never any discussion with the Union prior to the notification letter being sent. There was no consideration of the Union's views on how to lessen the impact on the PVS unit. This is a clear violation of Article 12, because the Union also offered to enter the MVS pilot program which would have stopped the conversion. The USPS took Columbus out of consideration for the pilot program unilaterally thus causing this excessing to occur. The Union has not been supplied a copy of the Comparative Analysis Report, but the Union is certain the Union's view will not be contained in it since we were never allowed any input as required by Article 32.1. The Union gave a presentation after being notified that Columbus was being converted, but the USPS did not respond other than say that the Union should make their arguments under Article 32.2.

Robert C. "Bob" Pritchard  
Director, MVS Division

Bill Manley  
Director, Support Service Division

Sharyn M. Stone  
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Elizabeth "Liz" Powell  
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Doug Tulino

October 15, 2009

Page 2

Re: Columbus, OH PVS to HCR

The conversion of Columbus from PVS to HCR is in reality a shifting of work from one bargaining unit (PVS) to another bargaining unit (HCR) which is prohibited by the contract. The following is a brief summary of how this action violated the CBA.

#### Article 39.1.D.5

Duty Assignment. A duty assignment is a set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty.

#### Article 39.2 – Posting

1. All vacant or newly established craft duty assignments shall be posted or reverted within 28 days. When an assignment is reverted, a notice shall be posted immediately, indicating the action taken and the reason therefore. The Local Union shall be given a copy of the notice.
2. When it is necessary that fixed scheduled day(s) of work in the basic work week for a craft assignment be permanently changed, the affected assignment(s) shall be posted.
3. The determination of what constitutes a sufficient change of duties, or principal assignments area, to cause the duty assignment to be reposted shall be a subject of negotiation at the local level.

#### Article 39.1.C.8 – Abolishment.

A Management decision to reduce the number of occupied duty assignments in an established section and/or installation.

#### JCIM Article 39.1.C.8.

When the number of duty assignments is being reduced in a section and/or installation, occupied duty assignments are abolished and vacant duty assignments are reverted (gives the definition for abolishment).

Question 12 on page 256 of the JCIM gives the definition for a valid reason for an abolishment. What is an example of a valid reason for abolishing a motor vehicle craft duty assignment?  
Answer: On the effective date of the abolishment, the majority of the work assigned to that duty assignment would no longer be performed.

The duty assignment is the scheduled work. The duty assignment has not been abolished if the work is still being performed and the contractor will now be performing the same duties that were previously being performed by the PVS bargaining unit. These duties were and are being solely determined by Postal management.

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Re: Columbus, OH PVS to HCR

#### Article 7.A.1

1. Full-time. Employees in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to regular schedules consisting of five (5) eight (8) hours days in a service week.
2. Part-time. Employees in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to regular schedules of less than forty (40) hours in a service.

#### Article 7.3.B

- B. The Employer shall maximize the number of full-time employees and minimize the number of part-time employees who have no fixed work schedules in all postal installations; however, nothing in this paragraph B shall detract from the USPS' ability to use the awarded full-time/part-time ratio as provided for in paragraph 3.A. above.

The USPS is not maximizing the number of full time duty assignments, but is in fact totally eliminating all full-time duty assignments in the Columbus PVS bargaining unit.

Article 1 has been interpreted by Arbitrator Garrett, AW NAT 5753, A-NAT-2964 and A-NAT-5750.

The meaning of Article I, Section 1 must be ascertained from an objective reading of its language, in the context in which it was negotiated... The bargaining context in which Article I, Section 1 was negotiated includes two particularly significant elements: (1) the history of collective bargaining on a craft basis in the [former] Post Office Department and (2) the inclusion in the National Agreement of other provisions illuminating the obligations arising under Article I, Section 1.

For many years prior to 1970 the Post Office Department had negotiated with the exclusive national unions. The Postal Reorganization Act of 1970 recognized this situation when it directed the Postmaster General and the labor organizations holding "national exclusive recognition rights" to negotiate agreements covering wages, hours, and conditions of employment "of the employees represented by such labor organizations." Against this background it is highly significant that Article I, Section 5, which deals with newly created "positions", requires that any such new position be assigned to the most appropriate existing national "craft" unit. It is a plain implication from this carefully drawn provision that all parties to the National Agreement contemplated that existing positions then included in existing national craft units, should remain in those units.

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Page 4

Re: Columbus, OH PVS to HCR

Article VII, Section 2 also is highly significant since it permits the combination of work in different crafts “into one job” only under limited circumstances (arising from an exercise of Management initiative under Article III) and states that normally “work” in different crafts “will not be combined into one job.” Article VII, Section 2-A goes on to declare that “full time scheduled assignments” including work within different crafts may be created only after; (1) all available work within each craft by tour has been combined, and (2) work of different crafts in the same wage level by tour has been combined. Moreover, this provision concludes with a requirement that no such combination full-time requirement that no combination full-time assignments may be made except after notice to the “affected Unions” of the reasons for establishing the “combination full-time assignments within different crafts.”

Since these detail provisions reflect a clear intent by all parties to protect the basic integrity of the existing separate craft units as of the time the 1971 National Agreement was negotiated, the Impartial Chairman must find that Article I, Section 1 bars the transfer of existing regular work assignments from one national craft bargaining unit to another (absent any change in conditions affecting the nature of such regular work assignments), Article I, Section 1 bars the transfer of existing regular work assignments from one national craft bargaining unit to another (absent any change in conditions affecting the nature of such regular work assignments), except in conformity with Article VII. (Underscoring added in final paragraph).

Arbitrator Snow and Zumas in H7N-NA-42 stated:

“We believe, moreover, that Garrett’s view of the history and purpose of Article 1, Section 1 is correct. It follows that the unions may properly invoke this provision to “protect the basic integrity...” of their respective “separate craft units...” NALC has a right to protect its craft jurisdiction; NRLCA has the same right to protect its craft jurisdiction. Article I, Section 1, to repeat, “bars the transfer of existing regular work assignments from one national craft bargaining unit to another (absent any change in conditions affecting the nature of such regular assignments)...” Or, to express the point somewhat differently, “existing regular work assignments” must ordinarily remain within the craft to which they have customarily been assigned. An exception is appropriate in those circumstances where the character of such “work assignments” has changed to such an extent that they can no longer fairly be said to constitute “work...” of the original craft.

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Re: Columbus, OH PVS to HCR

Arbitrator Garrett in case NC-4120 stated,

“These [Postal Service] arguments, however skillful an exercise in semantics, overlook the consistent treatment of the City and Rural Carriers as separate “crafts” for purposes of collective bargaining. While their work in many instances may be virtually identical, this in no way can detract from the dominant fact that these two groups have been deemed to be separate “crafts” for many

years, both in law and in practice. Article VII, Section 2A, cannot be interpreted properly except in light of this firmly established meaning of the words “craft” and “crafts” as used therein. This meaning does not lie in any abstract definition of either “craft.” It can only be found in established practice in each given Post Office in assigning work to one or the other of the craft bargaining units. If this interpretation somewhat limits the flexibility of Management to transfer work from City to Rural Carriers (and thus to change the type of service provided in given areas) it nonetheless is inescapable when Article VII, Section 2A is read in the content it was written. Moreover, the basic policy thus reflected in this provision may well be essential to the maintenance of sound relationships between the Postal Service and the various Unions involved, as well as among the Unions themselves. (Emphasis added).

Again Arbitrator Snow and Zumas in H7N-NA-42 comment on Garrett’s NC-4120 award:

The core of this ruling is that the jurisdiction of a “craft” is to be determined by the “established practice in each given Post Office in assigning work...” From the standpoint of jurisdiction, the customary way of doing things becomes the contractually correct way of doing things. Work always performed by rural carriers in a given area is presumptively within NRLCA’s jurisdiction just as work always performed by city carriers in a given area is presumptively within NALC’s jurisdiction. This heavy reliance on “practice” was a means of insuring the stability of each craft bargaining unit.

#### Governing Principle

There is, however, a principle upon which the jurisdictional question can be effectively resolved. We return to Arbitrator Garrett’s award in Case No. N-C-4120. He asserted that the meaning of the word “craft,” and hence the scope of a craft’s jurisdiction, cannot rest on “abstract definition.” Rather, he explained, this meaning “can only be found in established practice in each given Post Office in assigning work to one or the other of the craft bargaining units.” We accept this concept because, given the maturity that characterizes the collective bargaining relationships of these parties, and the customary way of doing things is the most realistic guide to jurisdiction. We accept this concept also because it does leave

Doug Tulino

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Re: Columbus, OH PVS to HCR

room for legitimate jurisdictional challenges when work is changed to such an extent that “established practice” can no longer be said to have persuasive force.

It should be clear by Article 1, 7 and 39 (also 19 Chapter 2 of the ELM) that the APWU Motor Vehicle Service Division has jurisdiction over the duty assignments which match to their craft position descriptions. These assignments must be posted to their Motor Vehicle Service personnel in accordance with Article 39 and Article 7.1 and 7.2.

The Postal Service is not contracting to a Wells Fargo stage coach to carry mail on Wells Fargo scheduled stage trips, nor is it the Postal Service contracting to Union Pacific Railroad to carry mail on Union Pacific Railroad schedule trains, nor is this the Postal Service contracting American Airlines to fly mail on American Airlines scheduled flights.

This is the Postal Service contracting with individuals or companies to carry mail in bulk scheduled by and for the Postal Service a postal operation. The Postal Service has already signed an agreement with the APWU for jurisdiction and compensation for this work.

There are further violations of the CBA. These HCR employees are actually casuals and this action of converting PVS to HCR is in fact a violation of Article 7, because the USPS is hiring the HCR drivers as casuals in lieu of career employees. Article 7 of the National Agreement clearly defines that there are 2 types of employees. There is the regular work force which consists of career full-time and part-time employees, and there is the supplemental work force. The supplemental work force consists of casuals, and in the Motor Vehicle craft - we refer to as the “pre – 2006 rules” on casuals still apply to the Motor Vehicle Craft. Casuals have specific terms on how they can be used and for limited amounts of time. They cannot be used in lieu of a career workforce employee except under certain conditions, and during the course of a service week the employer will make every effort to ensure that qualified and available part-time flexible employees are utilized at straight time rate prior to assigning such work to casuals. Casual employees are prohibited from performing duty assignments requiring training and testing. Casual employees may not be employed in lieu of full or part-time employees. HCR drivers should be counted as casual employees under the terms of collective bargaining agreement.

Article 3 of the Collective Bargaining Agreement states: “The employer shall have the exclusive right subject to the provisions of this agreement and consistent with applicable laws and regulations.” The applicable law that we wish to cite here is:

*39 USCS § 1008*, which states ... “§ 1008. *Temporary employees or carriers*

(a) *A person temporarily employed to deliver mail is deemed an employee of the Postal Service and is subject to the provisions of chapter 83 of title 18*

*[18 USCS §§ 1691 et seq.] to the same extent as other employees of the Postal Service.*

(b) *Any person, when engaged in carrying mail under contract with the Postal Service, or employed by the Postal Service, is deemed a carrier or person entrusted with the mail and having custody thereof, within the meaning of sections 1701, 1708, and 2114 of title 18.”*

Doug Tulino

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Re: Columbus, OH PVS to HCR

Contract drivers clearly perform these duties and are entrusted with the mail and therefore, are deemed employees of the Postal Service. This buttresses our arguments even further to go along with the Step 4 signoffs; that will be quoted later in this document.

If you go to the National Arbitration Brief of the United States Postal Service on Arbitration case number: Q90C-6E-C 9446800, it clearly states that Mr. Valenti also testified that the Postal Service counts contract employees used as casuals against the Cap set out in the National Agreement because this is a requirement of the Step 4 agreement on contract issues (page 6).

On page 5 of the Postal Services brief it states... "Contract employees procured through the procurement procedures are hired when you need specialized skills" ... and it goes on to say, "under the procurement process the Postal Service contracts with an agency such as AON, Kelly Girls, Manpower, etc. to provide employees who specified criteria that is attuned to the work that needs to be done." This is clearly what the Postal Service has done. They have not gone to a Manpower or Kelly Girl service, but they have gone to trucking firms to procure these people; and they would clearly fall under the Postal Service's own terms, according to the Postal brief as casual employees.

On page 7 of the Postal Service's brief concerning the use of Kelly Girls it states... "The matter was resolved short of arbitration by an agreement that those contract employees could be used and would be counted as casual employees."

The Postal Service's brief continues to say on page 8... "Specifically, the union contends that the Postal Service can only use workers who have been hired and placed on Postal rolls as casual employee." The statement continues to say... "The union's argument is not only simple, it is simply wrong. The National Agreement's language does not prohibit the use of contract agency employees as supplemental workers. To the contrary, the Agreement specifically provides that management shall have the right to determine both the work to be done and the workers who will do it. Though the union has an interest in and properly plays a role in deciding whether non-bargaining unit employees may perform work reserved to the bargaining unit, it has no contractual or legal standing under this agreement to dictate how the Postal Service obtains employees who are permitted by contract to perform bargaining unit work. Moreover, the Postal Service submits that this issue has long been resolved between the parties, not only by their actions and agreements during the past 30 plus years, but also by former President of the APWU, Moe Biller, who specifically acknowledged management's right to use temporary contract agency employees as supplemental work force employees, so long as they were counted against a casual employee cap in the National Agreement."

The brief goes on further to say on page 9, "Significantly, Article 7 clearly defines the employment status of regular and transitional work force employees. Both regular and transitional work force employees are defined as "persons who are hired pursuant to such procedures as the Employer may establish. Hiring or, in postal terminology, appointing someone evidences a clear statement that the employee is a person who has been entered on the Postal Service's rolls. The contract provides for no such requirement for supplemental casual employees. In fact, Article 7 never addresses how such employees will be procured, nor does it even remotely imply that the supplemental work force workers need be on postal rolls."

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Re: Columbus, OH PVS to HCR

The Postal Service's brief continues to say on page 15, "The evidence clearly establishes that the union clearly agreed with the Postal Service; that contract employees from temporary employment agencies could be used as casual employees as long as they were counted against the casual Cap. The un-rebutted testimony of Thomas Valenti unequivocally established that the union, not only agreed that workers from temporary employment agencies could be used as casual employees, but affirmatively notified their field representatives of this agreement."

The Postal Service's brief continued to say at the bottom of page 14... "In the absence of a clear and unequivocal limitation on the right of management to select the personnel who will perform its work, the Postal Service is free to employ whatever persons it chooses to do that work, and to procure them in the manner it deems most appropriate."

At the bottom of page 15 the Postal Service's brief states that, "The manual contained the Step 4 agreement executed by Joyce Ong and Cliff Guffey, at that time the Assistant Director of the Clerk Division. In that Step 4 settlement, the union agreed that temporary agency workers could be used as casual employees so long as they are counted against the casual limitations." The trucking companies that the Postal Service contracts with in order to move mail clearly fall into the same mold as any other employment agency. Many of these trucking companies have no other work than to supply labor to the Postal Service. They clearly fall into the category that the Postal Service has said would constitute casual employees; therefore, they are limited as any other casual employee's restrictions would be and they

should be counted as casual employees against the cap; and if they are hired in lieu of full-time or part-time employees, the MVS Division has been harmed by this, and should be compensated with this work, and compensated for the hours that these casual employees have worked.

This is buttressed by the National level award by Arbitrator Das that was issued on January 31, 2003, for case number: Q90C-6E-C 94 46800. That award in full says, "Article 7B does not prohibit the Postal Service from using Kelly Girls or similar type temporary employment agencies as a supplemental work force provided as casuals, and are subject to the limits on employment of casuals set forth in Article 7B." These employees are in fact limited in terms. The postal contract for transportation fall into 3 categories: (1) Emergency Contracts of six months or less, (2) Temporary Contracts of 2 years or less, and (3) Regular Contracts 4 of years or less. All of these contracts are of limited duration and therefore, these companies are providing labor just as Kelly Girls did, just as Manpower did, and these employees are in fact casual employees and must be treated as such under the Collective Bargaining Unit Agreement.

The Postal Service is also allowing the HCR drivers to operate Postal vehicles (Trailers). The Postal Operation Manual step 4 settlement dated 11-2-07; section 713.1 restricts the operation of Postal vehicles to Postal employees. The PO-701 (Fleet Managers Handbook) defines trailers as vehicles (Sec. 221.22 and exhibits 221.211, 222.33 and 222.13c). Therefore HCR drivers must be employees of the Postal Service. The only class of employees they can be is casuals.

The Postal Service may put forth the argument that contract drivers have not been subject to the normal term limits of casuals, but the retort to this is the Kelly Girls employment in Phoenix not subject to the term limitations as specified in the contract either. At that time the contract stated that "employees would work for two (90) ninety day terms and also at Christmas. Some of the Kelly Girl employees worked one and two years. The Postal Service has had a long history of agreeing to count

Doug Tulino

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Re: Columbus, OH PVS to HCR

contract employees as casuals, and hiring those employees beyond the terms that casuals can be employed. This is the exact same practice they do with contract drivers.

The Union is seeking to make the employees whole and the USPS cease and desist in this action and any related to it. The following is a list of actions the USPS must take, but it is not limited to these alone. The employees must be made whole and all the work returned to PVS. If the employees had their schedule change, they should be paid out of schedule pay. If the employee was excessed to another office, they should receive daily mileage and travel time. If they were excessed into another installation they should be given immediate retreat rights to Columbus and be compensated for moving both to and from the Columbus area. The PVS employees should be compensated on an hour for hour basis for all hours worked by the HCR drivers. All duty assignments that were filled by the HCR casual drivers must be posted and filled. First the duty assignments must be filled with the former PVS drivers and then by other means (new hire, promotion or transfer).

Please contact me if you wish to discuss this matter.

Sincerely,



Robert Pritchard

Case Officer

APWU #: HQTV20096

Dispute Date: 8/31/2009

USPS #:

Contract Articles: ;

cc: Industrial Relations

RCP:ndp//opeiu#2//afl-cio

August 31, 2009  
HQTV20096 – Columbus, OH Conversion

is a clear violation of Article 12, because the Union also offered to enter the MVS pilot program which would have stopped the conversion. The USPS took Columbus out of consideration for the pilot program unilaterally thus causing this excessing to occur. The Union has not been supplied a copy of the Comparative Analysis Report, but the Union is certain the Union's view will not be contained in it since we were never allowed any input as required by Article 32.1. The Union gave a presentation after being notified that Columbus was being converted, but the USPS did not respond other than say that the Union should make their arguments under Article 32.2.

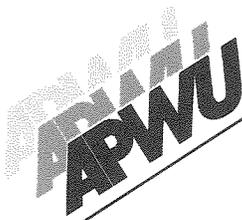
The Conversion of Columbus from PVS to HCR is in reality a shifting of work from one bargaining unit (PVS) to another bargaining unit (HCR) which is prohibited by the contract. The shifting of this work that has been assigned to the MVS craft for over forty years to HCR requires HCR employees to be counted as casuals and they are being hired in lieu of career employees.

Please contact Robert Pritchard, case officer, to discuss this dispute at a mutually scheduled time.

Sincerely,

  
Greg Bell, Director  
Industrial Relations

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## American Postal Workers Union, AFL-CIO

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## Article 19 - 15 Day Statement

October 11, 2006

Mr. Doug Tulino  
Vice President, Labor Relations  
U.S. Postal Service, Room 9014  
475 L'Enfant Plaza  
Washington, D.C. 20260

Re: Article 19 Statement of Issues and Facts, APWU No. A19V20062  
USPS No., Cert No. 7004 2510 0001 0439 0145

Dear Mr. Tulino:

The above referenced case was appealed to arbitration on 9/19/2006 in accordance with Article 19 of the Collective Bargaining Agreement. Article 19 provides that within fifteen days after an issue has been submitted to arbitration, each party shall provide the other with a statement in writing of its understanding of the precise issues involved, and the facts giving rise to such issues.

The following is the APWU's statement of issues and facts concerning this dispute:

It is the position of the APWU that the Postal Service change, from the DIE Qualification Standards, to the DSI Qualification Standards, constitutes a change in the DIE Qualification Standards themselves, and has unilaterally altered over 30 years of bargaining, negotiation, and arbitration history.

The changes are not fair, reasonable, or equitable.

For example, the DIE Qualification Standards required that the employee holding that position "must be qualified on all motor vehicles used in the local post office". In the DSI Qualification Standards, that requirement has been changed to, "must be able to qualify on all motor vehicles used in the local post office". This change is not fair, reasonable, or equitable. The revised qualification standard allows less qualified individuals to be appointed to DSI positions with equal opportunity as those employees in the Motor Vehicle Craft who have earned the qualifications to operate the vehicles on which they will be expected to train other employees. This change takes work from these well qualified Motor

Vehicle Craft employee, and shifts that work to other, less qualified, groups of employees and to supervisors.

A further example, of a change that is not fair, reasonable, or equitable, is included in, but not limited to, the fact that the changes do not offer any definitive period in which the successful applicant must qualify. The modification of this qualification standard allows the Postal Service to saturate the position with Ad-Hoc instructors, and Road Test Examiners, many of whom are not Motor Vehicle Craft employees, and who remain in their own craft while performing the duties of the DSI position. These are only some examples of changes which are not fair, reasonable, or equitable.

It is the position of the APWU that the changes herein constitute changes that are in conflict with the National Agreement. For example, the change in language spoken of above, is exactly the same change that was the subject of a 1994 Step 4 dispute, and which was heard, and decided by Arbitrator DAS in case no. Q90V-4-Q-C 95004852. In that case, the Postal Service changed the DIE Qualification Standards from “must be qualified on all motor vehicles used in the local Post Office” to, “must be able to qualify on all motor vehicles used in the local Post Office”. Arbitrator DAS’s award ordered the Postal Service to restore the language to its original state, requiring that employees “must be qualified on all motor vehicles used in the local Post Office.” These changes are merely and attempt on the part of the Postal Service to unilaterally reverse the aforementioned award of Arbitrator DAS. As such, these changes are not only not fair, reasonable, or equitable, the conflict with the National Agreement, which, among other things, requires that the employee will not take unilateral action affecting wages, hours, and terms and conditions of employment, (Article 5) and that all decisions of an Arbitrator will be final and binding (Article 15.5.A.6). Based on these and other considerations, this change is not fair, reasonable, or equitable, and is further in conflict with the National Agreement.

As another example of how the changes are not fair, reasonable, or equitable, there are numerous cases still being arbitrated in the field challenging the previous “must be able to be qualified” language and employees have never been required to be qualified on all the vehicles used in the local Post Office, even after their appointment. Although the Postal Service has taken a position that the DIE or DSI does not have to be qualified on all vehicles to train other employees. The Postal Service’s own reports have proven that operators on the large vehicles (Cargo Trucks and Spotters) have the least accidents, and are, by far, the most professional drivers.

The Postal Service claimed in its May 10, 2006 correspondence that the change in Qualification Standards more realistically corresponded to the Postal Service needs, and will increase the qualified candidate pool. Prior to the May 10, 2006 correspondence the Postal Service had never indicated the need to increase the qualified candidate pool. To the contrary, there is a national level decision to

include Motor Vehicle Service vehicle maintenance employees in the Pool. This is yet another example of why the changes are not fair, reasonable, or equitable.

Article 19 of the National Agreement includes the following obligation and requirement regarding notices of proposed changes to handbooks, manuals, or published regulations of the Postal Service that directly relate to wages, hours, and working condition, as they apply to employees covered by the National Agreement, before such changes can be issued:

“The employer will furnish the union with the following information about each proposed change: a narrative explanation of the purpose and the impact on employees and any documentation concerning the proposed change from the manager who requested the change, addressing its purpose and effect.”

A review of the information forwarded to the union indicates that the Postal Service has failed and refused to furnish the union with the information required under Article 19, including each proposed change, a narrative explanation of its purpose and impact on employees, and any documentation concerning the proposed change from the manager(s) who requested the change, addressing its purpose and effect.

Furthermore, the Postal Service has failed to furnish this information at least 60 days before it issued these proposed changes that directly relate to wages, hours, or working conditions, as they apply to employees covered by the National Agreement.

These are some examples of changes that are not fair, reasonable, or equitable, and which are in conflict with the terms of the National Agreement. It is APWU's contention that the revisions objected to herein are replete with changes that are not fair, reasonable, or equitable, and which are in conflict with terms of the National Agreement.

Finally, it is APWU's position that the Postal Service has refused to deal in good faith by its continued failure and refusal to furnish the APWU with each proposed changes in the above-referenced handbooks, manuals, or published regulations, and with a narrative explanation of its proposed change from the manager(s) who requested the change addressing its purpose and effect. The Postal Services action violated the parties' collective bargaining agreement, and constitutes an unfair labor practice.

Please contact me if you wish to discuss this matter.

Time limits extended by mutual consent of both parties.

Sincerely,

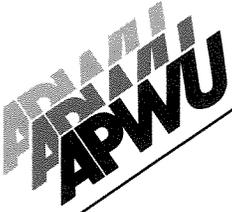


Robert Pritchard  
Case Officer

APWU #: A19V20062  
USPS #: 7004 2510 0001 0439 0145

Appeal Date: 9/19/2006  
Contract Articles: 19, Handbook or Manual  
Provisions;

cc: Industrial Relations



# American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

## Article 19 Appeal to Arbitration

Greg Bell, Director  
Industrial Relations  
1300 L Street, NW  
Washington, DC 20005  
202-842-4273 (Office)  
202-371-0992 (Fax)

September 21, 2006

Mr. Doug Tulino  
Vice President, Labor Relations  
U.S. Postal Service, Room 9014  
475 L'Enfant Plaza  
Washington, D.C. 20260

### National Executive Board

William Burrus  
President

Cliff "C.J." Guffey  
Executive Vice President

Terry R. Stapleton  
Secretary-Treasurer

Greg Bell  
Industrial Relations Director

James "Jim" McCarthy  
Director, Clerk Division

Steven G. "Steve" Raymer  
Director, Maintenance Division

Robert C. "Bob" Pritchard  
Director, MVS Division

### Regional Coordinators

Sharyn M. Stone  
Central Region

Jim Burke  
Eastern Region

Elizabeth "Liz" Powell  
Northeast Region

Frankie L. Sanders  
Southern Region

Omar M. Gonzalez  
Western Region

Re: New Driver Safety Instructor Qualification Standard  
APWU #: A19V20062; Cert #: 70022410000247622984

Dear Mr. Tulino:

In accordance with the provisions of Article 19 of the Collective Bargaining Agreement, the APWU appeals to arbitration the above referenced matter.

Article 19 provides that within fifteen days after an issue has been submitted to arbitration, each party shall provide the other with a statement in writing of its understanding of the precise issues involved, and the facts giving rise to such issues.

Please direct your statement of issues and facts to contact Robert Pritchard, case officer.

Time limits extended by mutual consent.

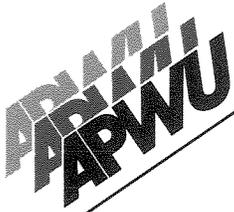
Sincerely,

  
Greg Bell, Director  
Industrial Relations

Appeal Date: 9/19/2006

Case Officer: Robert Pritchard  
Contract Article(s): 19, Handbook or Manual Provisions;

cc: Resident Officers  
Industrial Relations



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

### Initiate National Dispute

January 25, 2008

Greg Bell, Director  
Industrial Relations  
1300 L Street, NW  
Washington, DC 20005  
(202) 842-4273 (Office)  
(202) 371-0992 (Fax)

Mr. Doug Tulino  
Vice President, Labor Relations  
U.S. Postal Service, Room 9014  
475 L'Enfant Plaza  
Washington, D.C. 20260

Re: APWU No. HQTV20082, Cert No. 7002 2410 0004 7721 7714  
Automotive Technician PS-7 and Lead Automotive Technician  
PS-8 and PS-9

#### National Executive Board

William Burrus  
President

Cliff "C. J." Guffey  
Executive Vice President

Terry Stapleton  
Secretary-Treasurer

Greg Bell  
Industrial Relations Director

James "Jim" McCarthy  
Director, Clerk Division

Steven G. "Steve" Raymer  
Director, Maintenance Division

Robert C. "Bob" Pritchard  
Director, MVS Division

Sharyn M. Stone  
Central Region Coordinator

Mike Gallagher  
Eastern Region Coordinator

Elizabeth "Liz" Powell  
Northeast Region Coordinator

William "Bill" Sullivan  
Southern Region Coordinator

Omar M. Gonzalez  
Western Region Coordinator

Dear Mr. Tulino:

In accordance with the provisions of Article 15, Section 2 and 4, of the Collective Bargaining Agreement, the American Postal Workers Union is initiating a Step 4 dispute.

The issues and facts involved in this dispute are as follows. The APWU hereby initiates a dispute at Step 4 concerning the USPS' failure to adhere to the agreement reached between the parties memorialized through correspondence concerning which written tests are appropriate for APWU positions, e.g. Automotive Technician PS-7, and Lead Automotive Technician PS-8 and PS-9.

A case in point the parties exchanged three letters; two from Labor Relations Specialist Rodney Lambson, of your staff and one from Director Motor Vehicle Service Division Robert C. Pritchard which memorialized the agreements reached at negotiations between the parties concerning which would be the appropriate tests for each level. This agreement appeared to be in effect for over two years until we received information that the USPS had changed its' position on this issue without negotiation or even contacting the APWU.

It was clearly an agreement between the parties that the 943 written tests would be required for employees to be qualified for the Automotive Technician PS-7 position and that both the 943 and 944 written tests were required for the Lead Automotive Technician PS-8 and PS-9 positions.

Mr. Douglas A. Tulilno

Initiate National Dispute – Written test for Automotive Technician and Lead Automotive Technician

January 25, 2008

Page 2

As a remedy to these violations, the Union demands that all Postal Vehicle Service employees who were denied promotions because they had not passed the 944 tests to become level 7 be made whole; and promoted retroactively to the date they were denied their promotions.

Please contact Motor Vehicle Service Division Director Robert C. Pritchard to schedule a meeting on this dispute within 30 days in accordance with Article 15, Section 4.D of the National Agreement.

Sincerely,

  
Greg Bell, Director  
Industrial Relations

GB:ndh//opeiu#2//afl-cio

APWU #: HQTV20082  
Dispute Date: 1/24/2008

Case Officer: Robert Pritchard  
Contract Article(s): ;

cc Resident Officers  
:  
File

# American Postal Workers Union, AFL-CIO

## Memorandum

(202) 842-4246 Office  
(202) 842-4297 Fax

1300 L Street, NW  
Washington, DC 20005

From the Office of CLIFF "C.J." GUFFEY *CG*  
Executive Vice President

October 4, 2006

 53

TO: **Robert Pritchard**

SUBJECT: **Handbook EL-804, Safe Driver Program**

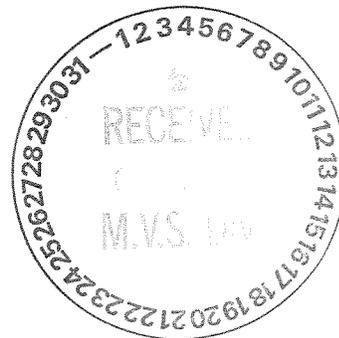
**(Notification No. GCCV20066)**

Please find attached a copy of a letter dated 9/19/2006 from Alan Moore, regarding the above reference matter. The following is a description of the issues involved in this notification:

**Enclosed copy of finalized Handbook EL-804, Safe Driver Program.**

You are designated as the APWU contact person in this matter. Contact the USPS representative as soon as possible for discussion, if appropriate. Please provide notification of your review to me by 11/3/2006, providing a copy to President Burrus. Your secretary should update the Notification Tracking Module in Step 4 CAS as necessary.

Attachment  
CJG:ha  
opeiu #2/afl-cio





September 19, 2006



Mr. William Burrus  
President  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, NW  
Washington, DC 20005-4128

Dear Bill:

Enclosed is a copy of finalized Handbook EL-804, *Safe Driver Program*. The enclosed *Changes to Safe Driver Handbook* document identifies revisions that were made to the draft included in our May 19 notice.

If you have any questions concerning the foregoing, please contact Alan Moore at (202) 268-7795.

Sincerely,

A handwritten signature in black ink, appearing to read "A.J. Johnson".

A.J. Johnson  
Manager  
Labor Relations Policy and Programs

Enclosures

## Changes to Safe Driver Handbook

Handbook EL-804

**Definitions:** *Ad-Hoc Safety Instructor*—the last two bulleted items were deleted.

**Definitions:** *Initial Road Test*—"See Exhibit 245" is added.

**Definitions:** *Motor Vehicles*—Vehicles not considered 'motor vehicles' include: added "similar" before "human transporters" at end of the definition.

**Definitions:** *Reassignment*—(new) references to reassignment in this handbook apply to both voluntary and involuntary reassignments.

**Section 142:** Added "and DOT medical card" in the second solid bulleted item.

**Section 234:** Eliminated the third bulleted item: "Administrative actions".

**Exhibit 245:** Added banner over box 3 to indicate that the information directly below applies to applicants.

**Section 261.1–262.2:** Removed all references to Electronic Medical Assessment Program (eMAP) involving current employees. Language added to clarify that eMAP applies only to pre-employment screening.

**Exhibit 263 (chart):** Under "Type of Vehicle" the second box was corrected to state: "10,001 to 26,000 lbs GVWR." Under "Requirements" the first box was revised to omit blood pressure test and all references to vision test were replaced by; vision exam. The second box was revised to eliminate eMAP, vision, and blood pressure; and to add medical assessment.

**Exhibit 263:** At bottom of Exhibit 263 the following note was added: "Operators of Postal owned 2-ton vehicles are not required to obtain a Department of Transportation (DOT) physical and are therefore not required to carry a DOT Medical Card."

**Section 322:** The following sentence was deleted: "(This does not apply to vehicle familiarization and driver training for operators of tractor-trailers)."

**Section 332.2:** The first sentence was changed to reflect that an employee's use of his/her privately owned vehicle is voluntary.

**Section 333.1:** The first bulleted item will be revised by deleting: "(students take a written test after they complete part 1)."

**Section 335.51:** Added "Large truck and screen" now reads: "the purpose of the Large Truck skills course is to screen and train drivers on use of our large trucks (2-ton and larger)."

**Section 335.52:** Deleted reference to CDL course and added "Large Truck" and "screen".

**Section 335.53 (New):** The following language was added: "Training--Authorized current employees in need of Commercial Driver's License training in order to fulfill job requirements will receive appropriate on-the-job training and assistance as follows: On an individual basis and as assessed by a DSI with a CDL; up to 80 hours when going from a passenger vehicle license to a Commercial Driver's License. For Applicant CDL operators; please see note at bottom of Exhibit 336.3."

**Exhibit 335.7:** Under "If a Postal Service Employee" the following language was deleted: "is assigned to a new district in a position that requires driving a RHD vehicle or cargo vehicle as part of the job, has driving privileges for a job duty (meets the requirements to drive a specific kind of vehicle)." Under "Then the Employee ..." the following was deleted: "Must successfully complete controlled driving training (even if the employee has taken controlled driving training in the previous job)."

**Section 336.1:** The second paragraph will read: "Employees must pass the end-of-training road test to obtain Postal Service driving privileges for a right hand drive delivery vehicle (See Exhibit 336.3)."

**Section 336.2:** The language "using an LLV" was added as was "If an individual completes controlled driving training for both an LLV and a FFV, he/she will only take one end-of-training road test using an LLV. FFVs are not to be used for the end-of-training road test."

**Exhibit 336.3:** Under "If a Postal Service employee ..." bullets one and two in box two were combined, and bullets one and two in box three were combined.

**Section 412:** The first bulleted item was revised to state: "Suspend or revoke the driver's ..."

**Section 412:** The following was added after the second bulleted item. "(See Article 29 of the appropriate collective bargaining agreement for requirements on the reassignment of employees to non-driving duties)."

**Section 413:** The second bulleted item was changed to reflect that an employee's use of his/her privately owned vehicle is voluntary.

**Exhibit 421.12:** The first issue and response were change to reflect suspend/suspended or revoke/revoked.

**Exhibit 421.12:** The third response "(Then)" was changed to state: "The supervisor must temporarily suspend Postal Service driving privileges; consult with the employee, and with Postal Service medical personnel."

**Section 421.2:** The third bulleted item was revised to state: "Failure to meet motor vehicle operational standards".

**Section 422:** The second paragraph was revised to read: "Driving privileges may be withheld pending investigation for no more that 14 calendar days after which the employee's driving privileges must be either:"

**Section 423:** The third fourth bullet was revised to read: "Record (driving history, discipline related to motor vehicle operation)."

**Section 424.3:** The section was revised as follows: "When the driving privileges of a career bargaining unit employee are suspended or revoked refer to Article 29 of the applicable collective bargaining agreement to determine whether rights or obligations exist concerning reassignment to non-driving duties."

**Section 521-522:** All bulleted items were deleted and a new bulleted item was added which states: "Be able to meet the requirements contained in the Driver Safety Instructor position description and qualification standards."

**Section 541:** The last paragraph was revised as follows: "Ad-hoc DSIs may be assigned to administer the initial road test in satellite Postal Employee Development Centers (PEDCs)."

**Section 722.2:** The second bulleted item language beginning with "epilepsy" and running through "convulsive disorders" was deleted.

# SAFE DRIVER PROGRAM



HBK EL-804, Safe Driver Program  
September 2006  
PSN 7610-08-000-4327

INSIDE FRONT COVER

## Safe Driver Program

Handbook EL-804

September 2006  
Transmittal Letter

### A. Explanation

The purpose of this new handbook is to establish policy and provide guidelines to ensure that Postal Service™ drivers are screened and trained to drive safely. It is addressed to all Postal Service employees who manage, supervise, train, and test individuals that will be awarded driving privileges or currently have driving privileges. By following the procedures in this guide, appropriate stakeholders will ensure that drivers are trained to integrate safe driving practices into their daily activities.

This handbook replaces content pertaining to driver training that appears in the following publications:

1. *Driver Selection, Orientation, Familiarization, and Certification Manual*
2. Handbook EL-701-A, *New Employee Training* (obsolete as of December 1999)
3. Handbook EL-701-B, *New Employee Training for Maintenance Employees* (obsolete as of September 1994)
4. TD-087, *Driver Selection, Orientation, Familiarization, and Certification*, January 1993

### B. Distribution and Requisition

This handbook is available on the Postal Service PolicyNet Web site. Go to <http://blue.usps.gov/cpim>, click on "HBKs," then click on *HBK EL-804*.

### C. Comments

Comments and questions about the content of this document can be submitted in writing to:

SAFETY AND ENVIRONMENTAL PERFORMANCE MANAGEMENT  
US POSTAL SERVICE  
475 L'ENFANT PLZ SW RM 9840  
WASHINGTON DC 20260-4261

### D. Effective Date

This handbook is effective when announced in the *Postal Bulletin*.

*Samuel M. Pulcrano, Director  
Safety and Environmental Performance Management  
Human Resources*

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# 1 Introduction

## 11 Preventing and Reducing Motor Vehicle Accidents

The key to reducing and preventing motor vehicle accidents is the proper and qualitative screening, selection, training, testing, and granting of driving privileges to drivers.

### 111 Purpose

The purpose of this handbook is to establish policy and provide guidelines to ensure that Postal Service™ drivers are qualified to drive safely.

Drivers who are trained to integrate safe driving practices into their daily activities support the operational effectiveness of the Postal Service.

### 112 Objectives

The objectives of the safe driver program are to equip drivers to:

- Drive safely.
- Comply with Department of Transportation (DOT) regulations.
- Reduce human suffering.
- Reduce property damage and costs.
- Collect and deliver mail efficiently.

## 12 Definitions

For the purposes of this handbook, the following definitions apply:

- *At-Fault Accident.* An accident in which:
  - The driver's actions, or failure to act, were the primary or equally contributory cause of the accident, or
  - The driver received a citation, fine, or adverse judgment.
- *Ad-Hoc Driving Safety Instructor.* A Postal Service employee who performs the duties of a Driving Safety Instructor part-time, as-needed.
- *Commercial Motor Vehicle.* A motor vehicle having a gross vehicle weight rating of 26,001 or more pounds and used in commerce to transport passengers or property.
- *Controlled Driving.* Training that comprises a skills course and street practice driving.
- *Driver Classroom Training.* Instructor-based, classroom training that provides the information potential Postal Service drivers need to operate vehicles safely in their assigned work.

- *Driving Safety Instructor (DSI)*. Conducts initial road tests, vehicle familiarization, vehicle operator training, driver instructor training and driver improvement and refresher training. Also coaches and observes driving practices.

For more detailed information about DSIs, see Qualification Standard and Standard Position Description for Driving Safety Instructor, Personnel Services in Human Resources, and Chapter 5 of this handbook.

- *Driving Abstract*. The driving record maintained by a state motor vehicle agency of an individual licensed to operate a motor vehicle within that state. The driving abstract lists the individual driver's traffic convictions, suspensions, revocations, and accidents as well as restrictions placed on the license owner. The abstract is used to determine an applicant's suitability for a driving position with the Postal Service.
- *End-of-Training Tests*. Tests given after initial driver training, as follows:
  - Classroom Driver Training, a written test.
  - End-of-Training Road Test, a driving performance test.
 The tests measure the trainee's:
  - Retention of subject matter presented in the classroom.
  - Ability to safely and skillfully operate each type of vehicle that may be required in the performance of the job.
- *Improvement Driving Training*. Training provided to improve specific driving practices of a driver after an at-fault vehicle accident or when an unsafe driving practice is observed.
- *Incidental Driver*. Postal Service employees (bargaining- or non-bargaining-unit), including postmasters, postmaster relief, managers, supervisors, and other administrative, technical, and clerical employees who:
  - Hold positions that do not normally require regular driving.
  - Hold positions in which driving is incidental to their duties.
  - Operate only their personal vehicle or an administrative passenger vehicle.
- *Initial Driver Training*. Training provided to all new drivers.
- *Initial Road Test*. A driving test (Exam 804) given to newly hired city and rural carriers (see exhibit 245).
- *Initial Road Test Checklist*. A restricted form used by DSIs to administer the Postal Service's initial road test.
- *Motor Vehicle*. Any mechanically or electrically powered device upon which a person or property may be transported or drawn upon a land highway. In addition, a motor vehicle is:

- Not moved by human power.
- Not operated on rails.
- The load of a motor vehicle is considered part of the vehicle.

Vehicles not considered "motor vehicles" include:

- Vehicles operated on fixed rails.
  - Powered industrial trucks as defined by OSHA 1910.178.
  - Bicycles, snowmobiles, airplanes, and similar human transporters.
- **Motor Vehicle Accident.** Any accident involving a motor vehicle that:
    - Is operated for official Postal Service business (no matter who owns the vehicle); and
    - Results in death, injury, or property damage of 1 dollar or more (unless the vehicle is properly and legally parked).
    - The following factors are *not* considered in determining if a motor vehicle accident has occurred:
      - Who was injured.
      - What property was damaged (and to what extent).
      - Where the accident occurred.
      - Who was responsible.
  - **Motor Vehicle Accident Frequency Rate.** The number of motor vehicle accidents per million miles driven. The Postal Service calculates the rate as follows:

$$\frac{\text{Number of Motor Vehicle Accidents (X) 1,000,000 Miles}}{\text{(Divided by) Total Miles Driven}}$$

The term *total miles-driven* refers to the total number of miles motor vehicles travel in the performance of official Postal Service business. (This includes the mileage of all vehicles used in the performance of official Postal Service business.) Installation heads, managers, and supervisors are responsible for ensuring that all mileage accrued in the performance of official business is captured and reported.

- **Non-preventable Accident.** A motor vehicle accident in which the Postal Service driver did everything reasonable that could have been done to prevent the accident under the National Safety Council's Safe Driver Award Rules.
 

**Note:** This definition is used only for the purposes of determining eligibility in the National Safety Council's Safe Driver Award Program and is not to be used in any other context.
- **Not-at-Fault Accident.** A motor vehicle accident in which the driver's actions were not the primary or equally contributory cause of the accident.

- *National Test Administration Center (NTAC)*. The organization responsible for providing, securing, and scoring Postal Service examinations and national testing materials.
- *On-the Job Instructors (JSIs)*. Individuals selected and trained to administer job training to employees at the job site.
- *Postal Employee Development Center (PEDC)*. The organization responsible for training, testing, and developing Postal Service employees.
- *Potential Driving Employee*. Any Postal Service employee who:
  - Does not have driving privileges for specific types of vehicles, and
  - Seeks, through promotion or reassignment, a position that requires driving as part of its official duties.
- *Preventable Accident*. A motor vehicle accident in which the driver failed to do everything that could reasonably have been done to prevent the accident under the National Safety Council's Safe Driver Award Rules.
 

**Note:** This definition is used only for the purposes of determining eligibility in the National Safety Council's Safe Driver Award Program.
- *Reassignment*. References to reassignment in this handbook apply to both voluntary and involuntary reassignments.
- *Refresher Driver Training*. Training given to Postal Service drivers to:
  - Help them to maintain defensive driving skills, or
  - Address specific local motor vehicle accident causes and contributing factors.
- *Restricted Information*. Information that has limitations placed upon its access within, and its disclosure outside, the Postal Service.
- *Revocation*. The termination of a Postal Service employee's driving privileges.
- *Road Test Examiner (RTE)*. A Postal Service employee who has been designated and certified to administer the Postal Service initial road test.
- *RTE Training*. A restricted training program used to test and certify RTE candidates.
- *Road Test Schematic*. A map of the route on which the initial road test is administered.
- *Satellite PEDC*. A training, testing, and development center authorized by the manager, Training, to serve Postal Service employees located away from the main PEDC.
- *Suspension*. The temporary withdrawal (with specified dates) of an employee's driving privileges.

- *Vehicle Familiarization.* Training that introduces the unique features of Postal owned vehicles.

## **13 Program Administration**

This section outlines responsibilities by position for administration of the safe driver program.

### **131 Manager, Safety (Area)**

The manager, Safety (area), monitors and periodically assesses the administration of all driver selection, testing, safety, training programs and procedures for the area.

### **132 Manager, Human Resources (District)**

The manager, Human Resources (district), manages and provides guidance on all driver screening, selection, testing, training, and functions within the district.

### **133 Manager, Training (District)**

The manager, Training (district), ensures that the following documents are maintained by the servicing Human Resources office:

- Initial road test results.
- Driver training records.
- PS Form 4582, *Operator's Record*.
- Related documents (including Safe Driver Award Program records).

### **134 Manager, Safety (District)**

The manager, Safety (district):

- Ensures that the initial road test examination and the driver training program are implemented in accordance with this handbook.
- Provides guidance (functional and administrative) to RTEs, DSIs, and ad-hoc DSIs to ensure that they receive proper training and certification.

### **135 Driving Safety Instructors**

Driving Safety Instructors (DSIs) are Postal Service employees who perform a variety of driver training and testing tasks.

The duties and responsibilities of DSIs and ad-hoc DSIs can be found in the Driving Safety Instructor Qualification Standard and Standard Position Description, Personnel Services in Human Resources, and Chapter 5 of this handbook.

## 136 Road Test Examiners

Road Test Examiners (RTEs) are Postal Service employees who have been designated and certified to administer the initial road test.

## 137 On-the-Job Instructors

On-the-Job Instructors (OJIs) are individuals selected and trained to administer job training to employees at the job site.

### 137.1 Training

OJIs that provide job instruction to city and rural carriers must successfully complete the following:

- Job Instructor Training, Course No. 21505.
- Driver classroom training (16 hours).
- Controlled driving training instructed by a DSI on the updated driver skills course.
- End-of-classroom written test (Exam 805) and end-of-training road test (Exam 806).

### 137.2 Responsibilities

The OJI's responsibilities include ensuring that new driving employees use and demonstrate the skills they learned in the classroom and the driver skills courses. In addition:

- For new city letter carriers, the OJI must:
  - Provide 3 days (24 hours) of orientation and training when a new employee arrives at the duty station.
  - Coach the new employee on the street for 2 hours every 3 months between the 4th and 24th month of employment.
  - Document training using the OJI checklist in the city carrier training program.
- For new rural carriers, the OJI must provide 3 days (24 hours) of orientation and training when a new employee arrives at the duty station.

## 14 Program Supervision

This section discusses the role of supervisors, who have a special responsibility for safe motor vehicle operations. Supervisors' responsibilities are set forth in:

- This handbook.
- Handbook EL-801, *Supervisor's Safety Handbook*.
- Handbook PO-701, *Fleet Management*.

## 141 Observation of Driving Practices

To enforce a high standard of driving performance, supervisors must observe, at a minimum, the number of driving observations shown in exhibit 141 and complete PS Form 4584, *Observation of Driving Practices*, for each driver under their direct supervision.

### Exhibit 141 Observation of Driving Practices

Postal Service Status	Number of Observations or Frequency of Evaluations
Non-career employees	1 per quarter
Probationary employees, with 0–3 months' experience	30-, 60-, and 80-day evaluations
Employees with 4–23 months' experience	1 per quarter
Employees with 2 or more years' experience	2 per year

## 142 Other Responsibilities

In addition, supervisors must:

- Know defensive driving and Postal Service driving techniques and requirements so that they can:
  - Recognize common driving errors.
  - Know how to detect them.
  - Know how to prevent them.
- Check quarterly to ensure that employees who drive have a current and valid state driver's license or commercial driver's license and a DOT Medical Card.
- Schedule employees for driver refresher and improvement training in accordance with this handbook.
- Monitor and manage employee driving privileges.
- Conduct periodic motor-vehicle-related safety talks.
- Perform periodic inspections of all Postal Service-owned and -leased vehicles used in performance of duty, using Notice 76, *Expanded Vehicle Safety Check*.
- Perform periodic inspections to identify unreported vehicle damage.
- Initiate and document investigation of any unreported vehicle damage found.
- Report on and investigate all motor vehicle accidents, regardless of injury or amount of damage, and complete required investigative forms.
- Recognize drivers for safe driving and overall safe performance.

## 143 Learning to Observe Drivers

Supervisors and others who conduct employee driver observations should receive appropriate training, including:

- Part 1 of classroom training\* for new drivers.
- A national driver observation training course

**\*Note:** Supervisors are not required to complete the end-of-classroom written test.

## 144 Evaluating Probationary Employees

Probationary new drivers and non-driving employees who are reassigned or promoted to positions with driving duties must have their driving practices evaluated after 30, 60, and 80 days (see exhibit 141). If a driver's probationary period is not 90 days, or if the driver does not drive daily (supplemental rural carriers), evaluate the driver at appropriate intervals. The driver's immediate supervisor must conduct each observation and evaluation.

### 144.1 Evaluation Forms

Supervisors conduct evaluations to measure and assess a driver's ability to perform the driving duties required for the position safely and successfully. Supervisors must evaluate probationary new drivers on PS Form 1750, *Employee Evaluation and/or Probationary Report*, and PS Form 4584, *Observation of Driving Practices*. (Non-driving employees who are reassigned or promoted to positions with driving duties need be evaluated only on PS Form 4584.)

### 144.2 Initial Session with Probationary Employee

The probationary driver's supervisor must hold an initial session with the employee during the first week at the work site to outline performance expectations. During this initial session, the supervisor must stress that safe and defensive driving, as learned during initial driver training, is important. These requirements are documented in the instructions for PS Form 1750.

### 144.3 Probationary Employee's Performance

Before the end of the probationary period, the supervisor must carefully consider and determine whether the employee's driving performance exceeds, meets, or does not meet expectations. The supervisor's determination will be based, at a minimum, on the employee's:

- On-duty driving record (accidents and citations).
- Ability to improve driving deficiencies identified during the three driving observations.
- Ability to demonstrate learned skills for safe and proper driving.

## **15 Drivers' Responsibilities**

### **151 General Principles**

Drivers must recognize that driving for the Postal Service is a privilege and not a right. In addition, they must:

- Operate their vehicles in a way that reflects favorably on the Postal Service's image.
- Obey all state and local traffic laws and Postal Service policies, drive defensively and professionally, and extend courtesy in all situations.
- Have in their possession a current and valid state driver's license when operating any vehicle on Postal Service business.
- Present the state license when requested by a manager, supervisor, or DSI.
- Observe all restrictions on their state driver's license and any driving restrictions placed on them by Postal Service medical personnel.
- Inform their supervisor immediately if they:
  - Are involved in an accident while performing their duties.
  - Lose their state driver's license, or if the license is suspended, revoked, or restricted.
- Inspect their vehicles for safety before driving.
- Report deficiencies or safety concerns to their supervisor.

### **152 Safety Belts**

Drivers must wear safety belts at all times the vehicle is in motion. Additional requirements are outlined in handbook EL-801.

### **153 Rural Carriers**

Rural carriers must follow the instructions in handbook PO-603, *Rural Carrier Duties and Responsibilities*.

### **154 References**

Further information about the duties and responsibilities of drivers is provided in the *Employee and Labor Relations Manual* (ELM) and the following handbooks:

- EL-801, *Supervisor's Safety Handbook*.
- EL-814, *Postal Employee's Guide to Safety*.
- M-39, *Management of Delivery Services*.
- M-41, *City Delivery Carriers Duties and Responsibilities*
- PO-603, *Rural Carrier Duties and Responsibilities*.
- PO-701, *Fleet Management*.

## **16 Analysis of Driving Hazards and Motor Vehicle Accidents**

Managers and supervisors must:

- Analyze and review driver observations, route layouts, PS Forms 1767 submitted by employees, and vehicle accident data to identify driving hazards, contributing factors, and the root causes of motor vehicle accidents.
- Develop, deploy, and review appropriate countermeasures to ensure establishment of an effective safe driver program at their facility.

## **17 Vehicle Maintenance**

Installation heads and managers who are responsible for Postal Service-owned or -leased motor vehicles must develop and administer the controls necessary to ensure that employees follow the provisions outlined in handbook PO-701.

## **2 Screening and Selecting Drivers**

### **21 Importance of Proper Screening and Selection**

The careful screening and selection of applicants who will be granted Postal Service driving privileges is an important element in preventing motor vehicle accidents.

#### **211 Postal Service Policy**

Postal Service policy is to select for driving positions only those applicants who have demonstrated the ability to use safe driving practices. Careful adherence to this policy will enable the Postal Service to select the safest, most capable applicants, which will reduce our accident rate.

#### **212 Responsibility for Screening**

Postal Service personnel responsible for hiring and providing medical services must ensure that only qualified applicants are hired for driving positions.

#### **213 Determination of Suitable and Qualified**

The determination of who is *suitable* and *qualified* must be based on requirements in this handbook and in handbook EL 312, *Employment and Placement*.

### **22 Obtaining Applicant's 5-Year Driving History**

#### **221 Human Resources Responsibilities**

Human Resources personnel are responsible for:

- Obtaining current state driving abstracts from the state departments of motor vehicles.
- Reviewing the abstracts carefully before an individual is scheduled for the initial road test – Exam 804.

#### **222 More Than One Residence**

If the employment application shows that an applicant has lived in the current state of residence for less than 5 years, request abstracts from the previous state (or states) of residency so that a 5-year history can be documented.

Also obtain a 5-year history for potential driving employees and those requesting reassignment from another district.

## **223 Exceptions**

### **223.1 State Policies**

Some states may provide only 3 or 4 years of driving history or charge more than a nominal fee to provide a 5-year history. For those states, accept the driving abstract that is routinely provided to determine eligibility.

### **223.2 Military Personnel**

Every state has provisions for maintaining and renewing licenses while individuals are in the military. Therefore, driving abstracts for recently released military personnel should be available. Occasionally, the state driving abstracts of such individuals will show no history or activity. In such cases, use the information provided by the individual on PS Form 2480, *Driving Record*, to consider eligibility. Additionally, ask the individual to provide a copy of his or her military driving record.

## **224 Interpreting State Driving Abstracts**

The purpose of obtaining the state driving abstract and the PS Form 2480 is to help the appointing official determine an employee's driving abilities.

If the information in the driving abstract is hard to interpret, contact the state agency that issued it for clarification. For out-of-state abstracts, contact a Postal Service employment office in that state for help. DSIs can also help to interpret state driving abstracts.

If the state driving abstract is more than 90 calendar days old at the time of offer of employment or approval of reassignment or transfer, obtain and review a current abstract.

If a decision is related to the Table of Disqualifications (exhibit 516.4 in handbook EL-312), then Human Resources must make the decision whether or not to hire the applicant.

### **225 Out-of-Date PS Form 2480**

If an individual's PS Form 2480 is more than 90 calendar days old at the time of offer of employment, award of bid, or approval of reassignment or transfer, ask the applicant or potential driving employee to update the form.

## **23 Review of Applicant's Driving Record**

### **231 Appointing Official's Responsibility**

The appointing official (or designee) must review the state driving abstract and PS Form 2480 to ensure that both documents reflect similar and accurate driving history.

## **232 Resolving Discrepancies**

Minor discrepancies between the forms do not indicate an intent to falsify documents; slight differences (e.g., dates) are to be expected. In most cases, the reviewer can resolve minor discrepancies without contacting the individual. However, if the documents differ significantly, speak with the individual to find out the reason for the discrepancy, verify dates, and supply missing information. Do not use the discussion to interpret the severity of convictions.

## **233 Applicant's Responsibility**

If an individual believes that a state driving abstract is inaccurate, he or she is responsible for providing satisfactory evidence of the abstract's inaccuracy. A new abstract or letter of explanation on appropriate state agency letterhead is one acceptable form of evidence.

When discrepancies are not satisfactorily resolved, the more stringent of the two documents must be used for purposes of comparison with the Table of Disqualifications.

## **234 Employees Who Request Reassignment**

When an employee requests reassignment to a different district, and the state driving abstract and PS Form 2480 do not meet the criteria specified in the Table of Disqualifications, do not automatically refuse the employee's request. Instead, review the employee's PS Form 4582 folder, which provides information about the employee's on-duty driving record such as:

- Accidents.
- Citations.
- Training.
- Safe driver awards.
- Observations of driving practices.

When reviewing the employee's record to make a determination, the appointing official may consult with the local manager, Safety, but is not obligated to do so.

## **235 Disposition of PS Form 2480**

Handle an individual's PS Form 2480 as follows:

- If the individual is hired, maintain the completed form in the individual's PS Form 4582 folder.
- If the applicant is not hired, file the form with the individual's other application forms.

## **24 Initial Road Test – Exam 804**

### **241 Purpose**

The initial road test provides a practical, systematic way of measuring an individual's skills and ability to drive safely under normal operating conditions. The test is an important part of the selection process for Postal Service drivers.

### **242 Administration**

The initial road test is given only to applicants for city and rural carrier positions. Certified DSIs and RTEs administer the test according to the instructions in the restricted document, *Directions for Conducting the Initial Road Test*.

Only applicants with satisfactory driving records as defined by the Table of Disqualifications may take the initial road test. Human resources staff must:

- Review the state driving abstract and the completed PS Form 2480.
- Determine whether the applicant's driving history meets the criteria specified in the Table of Disqualifications.

If the applicant meets the criteria, Human Resources must schedule an initial road test with the appropriate DSI or RTE.

### **243 License Restrictions**

Before conducting the initial road test, the DSI or RTE must examine the applicant's state driver's license for restrictions. During the initial road test, ensure that applicants comply with all restrictions imposed upon them.

### **244 Medical and Vision Tests**

An applicant does not need vision or medical tests before taking the initial road test. (See 26; Medical Examination and Assessment.)

### **245 Applicants' Driving Status**

In all cases, the employing office must obtain state driving abstracts for an applicant who requests reinstatement or reappointment. Use the abstracts to determine whether the employee meets the criteria in the Table of Disqualifications.

Exhibit 245 shows which applicants must take and pass the initial road test based on their driving status.

Exhibit 245

**Requirement to Pass the Initial Road Test (Exam 804)**

<b>If a Postal Service employee ...</b>	<b>Then the employee ...</b>
<ul style="list-style-type: none"> <li>▪ Requests reassignment to a position that requires driving, and does not have driving privileges for the position sought</li> </ul>	<p>Must pass the initial road test.  <b>Note:</b> A DSI or a certified RTE in the potential losing office must administer the test and forward the results (pass or fail only) to the potential receiving office.</p>
<ul style="list-style-type: none"> <li>▪ Fails the initial road test</li> </ul>	<p>Is not eligible for consideration for the vacancy, and must wait for the next open position.</p>
<b>If an applicant ...</b>	<b>Then the applicant ...</b>
<ul style="list-style-type: none"> <li>▪ Is a city or rural carrier applicant who applies for a specific vacant position</li> </ul>	<p>Must pass the initial road test.</p>
<ul style="list-style-type: none"> <li>▪ Fails the initial road test.</li> </ul>	<p>Is not eligible for that specific vacancy, and his or her name is not included on the hiring worksheet for consideration.                      The employee's name remains on the active register for future vacancies. (Annotate the register and current hiring worksheet accordingly.)</p>
<b>If a former Postal Service employee ...</b>	<b>Then the former employee ...</b>
<ul style="list-style-type: none"> <li>▪ Is selected for reinstatement or reappointment,</li> <li>▪ Held driving positions and privileges when separated from the Postal Service, and</li> <li>▪ Is reinstated or reappointed within 1 year from the effective date of separation from a position in the Postal Service that required driving</li> </ul>	<p>Is not required to take the initial road test.</p>

**246 Restricted Information**

**246.1 Disclosure of Test Information**

Never disclose information about the results of a road test to applicants or employees. Do not:

- Tell applicants or employees how they scored or what errors they committed.
- Allow applicants or employees to review or obtain copies of information about themselves that would compromise the test.

If such information is disclosed, the test will no longer be objective, fair, or valid. For this reason, Title 39, U.S. Code, Part 266.9(4) specifically exempts the release of test materials from certain provisions of the Privacy Act.

**246.2 References**

The following publications provide detailed instructions on safeguarding test materials:

- Handbook AS-353, *Guide to Privacy and the Freedom of Information Act*, contains instructions for applying the Privacy Act to testing materials.

- The restricted document, *Directions for Conducting the Initial Road Test*, outlines procedures for ordering, using, storing, and maintaining test materials to protect test content from being compromised.

## **247 Weather and Time Considerations**

The initial road test must not be administered during inclement weather, before 8:00 a.m. or after 5:00 p.m. The manager, Safety (District), will make final determinations regarding inclement weather.

## **248 Selecting Routes**

The following guidelines apply to the selection of routes for the initial road test:

- The route used for the test must provide exposure to most traffic conditions that Postal Service city or rural drivers are expected to encounter while on the job.
- The restricted document, *Directions for Conducting the Initial Road Test*, provides requirements for initial road test routes. The DSI and RTE are the only individuals allowed to see this restricted document, which must be secured in a locked file or cabinet.
- Submit copies of proposed schematic road test routes to the manager, Safety, for approval, review, and maintenance. The manager, Safety, must review existing routes for appropriateness and changing physical conditions at least once every 3 years.
- Wherever possible, initial road tests will be administered in one central location within a district. If necessary, additional testing locations may be established in accordance with 321.
- Offices that conduct initial road tests will have at least two different approved routes. In addition:
  - To standardize test administration, the manager, Safety, must ensure that all of the road test routes are as similar as possible relative to the degree of skill required to navigate the routes.
  - Individuals taking the road test for the second time must be tested on a route that is different from the one used for the first test.
  - Whenever possible, have a different instructor conduct the second test.

## **249 Selecting Vehicles**

### **249.1 Acceptable Vehicles**

City and rural carrier applicants must take the initial road test in standard passenger vehicles. Applicants may use personal vehicles, including jeeps, pickups, and vans if the vehicles:

- Is a left-hand drive vehicle
- Are equipped with working seatbelts for driver and passenger.
- Meet the criteria specified in Notice 76.

## **249.2 Postal Service Vehicles**

If the individual's personal vehicle does not have functioning seatbelts or does not meet the criteria in Notice 76, the DSI must provide the applicant with a Postal Service-owned or -leased passenger vehicle. Do not test applicants in Postal Service right-hand-drive delivery vehicles.

## **25 PS Form 4582, Operator's Record**

The employment or personnel office will forward the state driving abstract and the completed PS Form 2480 to the DSI for inclusion in the employee's PS Form 4582 folder after the individual has met all of the requirements of the position.

**Note:** Keep state abstracts and forms for those individuals who are not selected with the individual's employment application or other related papers for 4 years.

## **26 Medical Examination and Assessment**

Postal Service policies as well as state and federal regulations require that applicants for driving positions meet certain standards of vision and health. The Commercial Motor Vehicle Safety Act of 1986 places additional requirements on drivers who must have Commercial Driver's Licenses.

This section describes the procedures used to assess the vision and health of employees who hold driving positions in the Postal Service.

### **261 Electronic Medical Assessment Program**

The Electronic Medical Assessment Program (eMAP) is a Web-based application that streamlines the manual process of collecting, analyzing, maintaining, and storing medical data on applicants or candidates who have been offered employment with the Postal Service.

#### **261.1 Responsibility for Cost**

After a job offer is made, the Postal Service provides an eMAP evaluation by an occupational health nurse at no expense to the applicant or candidate.

#### **261.2 Scheduling**

All medical examinations for employees will be scheduled sufficiently in advance to allow time to complete and return any required forms. Driving privileges will not be granted or renewed until the medical assessment has been completed and the results have been reviewed by medical personnel and reported to management.

#### **261.3 Requirement for Medical Assessment**

##### **261.31 Initial**

An initial eMAP is required for driving applicants who have successfully completed the pre-hire screening process and have been offered a job.

### **261.32 Follow-up**

- A Postal Service employee who has been examined before is required to have a new medical assessment if the job applied for is more demanding physically than the current job.
- A new medical assessment is required if an individual has a break in service of more than 12 months.
- A new medical assessment is not required if the break in service is less than one year or the job applied for is less demanding physically than the current job.

## **262 Responsibility for Medical Assessment**

### **262.1 Medical Personnel**

Medical personnel will provide a medical assessment of all individuals who have or will have driving privileges. The assessment must determine whether or not the examinee:

- Has medical limitations or restrictions; or
- Is medically qualified to perform the functions of the position *if* the limitations or restrictions noted in the medical assessment can be accommodated.

### **262.2 Selection Officials**

Selection officials must not appoint an applicant to a job until they receive that person's eMAP.

In collaboration with the district's Reasonable Accommodation Committee, selection officials make the final decision about job accommodations. They must consider all of the facts, recommendations, and suggestions made by the Postal Service physician, occupational health nurses, operations personnel, and the applicant.

Selection officials must not hire or otherwise consider driving applicants and potential driving employees for positions that require driving as part of the official duties if:

- They are not medically fit for the position, and
- Reasonable job accommodations are not deemed possible for them.

## **263 Medical Requirements for Maintaining Driving Privileges**

See exhibit 263 for medical requirements for maintaining driving privileges.

**Medical Requirements for Maintaining Driving Privileges**

**Medical Requirements for Maintaining Driving Privileges  
for Postal Service-Owned or -Leased Vehicles  
According to Type of Vehicle**

Type of Vehicle	Requirements
<p><b>10,000 lbs GVWR or less</b>  <b>Examples:</b> ½-ton, delivery-type vehicles, LLVs, FFVs, GSA vehicles, minivans, rural carrier privately owned vehicles, administrative cars, pickups, passenger vehicles, staff cars.</p>	<p><b>Every 5 years:</b> Medical history and vision exam.</p> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>▪ Vision exams are to be performed by Postal Service medical personnel or medical providers.</li> <li>▪ A vision test conducted by a state motor vehicle office within the last 12 months is acceptable if Postal Service medical personnel have reviewed the state's test and determined that it meets Postal Service requirements.</li> </ul>
<p><b>10,001 to 26,000 lbs GVWR</b>  <b>Examples:</b> 2-ton, 2 ½-ton, and 5-ton cargo vans; wreckers, stakebeds, and mobile Post Offices.</p>	<p><b>Every 5 years:</b> Medical Assessment.</p>
<p><b>26,001 lbs GVWR or more</b>  <b>Applies to:</b> All vehicles that require the driver to have a Commercial Driver's License (CDL) (7 ton and up).</p>	<p><b>Every 2 years:</b> CDL physician's examination.</p> <p><b>Note:</b> Driver must provide current CDL.</p>

**Note: Operators of Postal owned 2-ton vehicles are not required to obtain a Department of Transportation (DOT) physical and are therefore not required to carry a DOT Medical Card.**

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## **3 Training and Testing Drivers**

### **31 Introduction**

#### **311 Philosophy of Driver Training**

The purpose of driver training is to take good drivers and turn them into better drivers. This is the Postal Service's philosophy of driver training. To turn poor drivers into good ones is *not* the purpose.

Training alone will not improve driver performance or reduce motor vehicle accidents. The selection, motivation, periodic observation, and ongoing supervision of Postal Service drivers are of critical importance.

#### **312 Goal and Objectives**

The goal of driver training is to equip Postal Service drivers to:

- Comply with DOT regulations.
- Drive safely.
- Reduce human suffering.
- Reduce property damage and costs.
- Collect and deliver mail efficiently.
- Project a positive image of the Postal Service.

The objectives of the driver training program include the following:

- To integrate all elements of the Safe Driver Program.
- To develop employees through a systematic, standardized process of training, coaching, mentoring, observing and correcting.

#### **313 Types of Driver Training**

To develop and maintain a proficient cadre of drivers, the Postal Service employs three types of driver training:

- Initial driver training.
- Refresher driver training.
- Driver Improvement training.

### **32 Administration**

#### **321 Satellite Sites**

To ensure standardization of training methods and materials, driver training must be conducted in one central location within a district whenever possible.

If necessary, satellite driver training locations may be established with the approval of the manager, Safety (district). Locate satellite training and testing together, if possible. When these functions are located together, the same staff members can train and road test drivers.

## **322 Lighting**

If adequate artificial lighting is available, vehicle familiarization and controlled driving training can be conducted when it is dark outside. The manager, Safety, makes the final decision on training after dark.

## **323 Documentation**

Responsible officials must document driver training in the National Training Database and the following forms:

- PS Form 4582, *Operator's Record*.
- PS Form 2548, *Individual Training Record*.

## **324 Selecting Vehicles**

The DSI must identify the types of vehicles needed for driver training. The manager of the vehicle maintenance facility is responsible for ensuring that the appropriate vehicles (in type and number) are provided when needed.

# **33 Initial Driver Training**

## **331 Components**

Initial driver training consists of the following components:

- Classroom driver training:
  - Postal Service driving requirements
  - Defensive driving.
- Vehicle familiarization.
- Controlled driving

## **332 Incidental Drivers and Non-Driving Employees**

### **332.1 Incidental Drivers**

#### **332.11 Left-Hand-Drive Vehicles**

Incidental drivers (defined in 120) with a current and valid state driver's license and who use left-hand-drive (LHD) passenger vehicles (private or leased or owned by the Postal Service) on official Postal Service business are not required to complete initial driver training.

### 332.12 Right-Hand-Drive Vehicles

Incidental drivers who occasionally operate right-hand-drive (RHD) vehicles must complete all components of initial driver training, including the written test and the end-of-training road test.

### 332.2 Non-Driving Employees

A non-driving employee who is directed to attend and elects to drive to on-the-job training seminars or meetings using his or her own LHD vehicle is not required to complete initial driver training. The employee must have a current and valid state driver's license.

## 333 Classroom Driver Training

### 333.1 Description

Classroom driver training, conducted by the DSI, consists of two parts:

- *Part 1* — Postal Service policy, rules, and requirements for safe and proper operation of a vehicle in the performance of duty.
- *Part 2* — General defensive driving techniques.

To supplement part 1, the DSI will discuss the most common types and causes of motor vehicle accidents in the district and the ways to avoid them. District accident data is available from the manager, Safety.

### 333.2 Drivers Required to Take Classroom Driver Training

Exhibit 333.2

#### Drivers Required to take Classroom Driver Training

If a Postal Service employee ...	Then the employee ...
<ul style="list-style-type: none"><li>▪ Is a new driver</li><li>▪ Does not have driving privileges for a specific type of vehicle, and</li><li>▪ Requests promotion or reassignment to a job that requires driving that specific type of vehicle</li></ul>	Must complete classroom driver training, parts 1 and 2.
<ul style="list-style-type: none"><li>▪ Has driving privileges for a specific type of vehicle on the job, and</li><li>▪ Is reassigned or reinstated to another district in a position that requires driving as part of his or her official duties</li></ul>	Must complete classroom driver training, parts 1 and 2 (even if the employee has taken this training previously).

### 333.3 Classroom Driver Training, Part 1, Written Test

The written test given at the end of part 1 measures the trainee's understanding of the subject matter presented in the classroom.

### 333.31 New Drivers

All new driving employees must take the written test for part 1 of classroom driver training. Exhibit 333.31 shows actions to be taken based on results of the written test.

#### Exhibit 333.31 Results of Written Test

If the new driving employee ...	Then the employee ...
Passes the written test	May go on to take part 2, defensive driving.
Fails the written test	Is disqualified and is not eligible to drive for the Postal Service. <b>Note:</b> The DSI must notify the appropriate supervisor or manager.

### 333.32 Securing Test Materials

A certified test examiner must administer the written test for part 1 of classroom driver training. The test contains information that, if released, would compromise the fairness of the training and testing process. All copies of the test must be controlled and kept in a locked file by the examiner.

## 334 Vehicle Familiarization

### 334.1 Description

The second component of initial driver training, vehicle familiarization is conducted in conjunction with the skills courses described in 334, Controlled Driving, and appendices A and B.

Vehicle familiarization training may take up to 45 minutes for each vehicle.

### 334.2 Purpose

The purpose of vehicle familiarization is to explain and demonstrate the components and operating characteristics of a Postal Service owned vehicle.

### 334.3 Content

Vehicle familiarization training includes the following subjects.

- The main focus of vehicle familiarization is teaching the student how to use Notice 76, *Expanded Vehicle Safety Check*.
- If appropriate, the training also includes mirror adjustment activities for long life vehicles (LLVs) and flexible fuel vehicles (FFVs) using the LLV/FFV Mirror Station in appendix C.
- Additional components of vehicle familiarization may include demonstrating and explaining how to:
  - Use seatbelts.
  - Overcome blind spots.

- Identify cockpit controls.
- Location of the accident kit.
- Use rear vision cameras, monitors, and microphones (where appropriate).
- Use keyless entry and ignition systems (where applicable).
- Start and park vehicles properly.
- Use rear vehicle power lifts (where applicable).
- Understand vehicle clearances (horizontal and vertical).
- Use Job Safety Analysis to:
  - Identify hazards associated with entering and exiting a vehicle.
  - Understand proper fueling procedures for gasoline and alternative fuels).
- Identify hazards associated with the rear bumpers of LLVs and FFVs.
- Secure vehicles properly against theft, following Postal Service national policy.
- Report a motor vehicle accident according to national and local procedures and requirements.
- Understand a vehicle's unique features (such as right-hand drive, turning radius, and mirrors).

### 334.4 Drivers Required to Take Vehicle Familiarization

Exhibit 334.4

#### Drivers Required to Take Vehicle Familiarization

If a Postal Service employee ...	Then the employee ...
<ul style="list-style-type: none"> <li>▪ Is a new hire city or rural carrier</li> <li>▪ Does <i>not</i> have driving privileges for a specific kind of vehicle, and</li> <li>▪ Is assigned to a new district in a position that requires driving as part of the job</li> </ul>	<p>Must complete vehicle familiarization training on each type of Postal Service vehicle he or she is required to operate.</p>
<ul style="list-style-type: none"> <li>▪ Is a new operator required to have a Commercial Driver's License</li> </ul>	
<ul style="list-style-type: none"> <li>▪ Is a new rural carrier required to operate an RHD vehicle</li> </ul>	<p>Must complete vehicle familiarization training on an RHD vehicle.</p>
<ul style="list-style-type: none"> <li>▪ Has driving privileges for job duty (meets the requirements to drive a specific kind of vehicle), and</li> <li>▪ Is assigned to a new district in a position that requires driving as part of the job</li> </ul>	<p>Is <i>not</i> required to complete vehicle familiarization training.</p>
<ul style="list-style-type: none"> <li>▪ Is a new rural carrier <i>not</i> required to operate an RHD vehicle.</li> </ul>	<p>Is <i>not</i> required to complete vehicle familiarization training on an RHD vehicle (unless a supervisor requests it).  <b>Note:</b> If at a later date the carrier is required to operate an RHD vehicle, he or she must complete vehicle familiarization training.</p>

### **334.5 Selecting Vehicles**

Familiarization training must be provided for each type of Postal Service vehicle trainees are required to operate on the job. The DSI must identify the types of vehicles needed for familiarization. The manager of the vehicle maintenance facility is responsible for ensuring that the appropriate vehicles (in type and number) are provided when needed.

## **335 Controlled Driving**

### **335.1 Description**

Controlled driving is the third and final component of initial driver training. Each student takes the appropriate Postal Service-designed skills course, as follows:

- Driving RHD delivery vehicles (see appendix A).
- Driving large trucks (including 2-ton, 5-ton, and all CDL required vehicle); see appendix B.

Controlled driving includes practice in street driving.

### **335.2 Purpose**

The purpose of controlled driving is to give employees who drive the opportunity to:

- Practice and apply skills learned in the classroom.
- Practice driving specific types of Postal Service vehicles as they will be used on the job.

### **335.3 Administration**

#### **335.31 Planning and Design**

Controlled driving is conducted on the driver training skills courses (described in appendices A and B) and on the street by a DSI.

To ensure consistency and standardization, DSIs must observe the instructions for designing and conducting driver training skills courses provided in appendices A and B.

#### **335.32 Driver's License Restrictions**

Before conducting skills course training, the DSI must

- Review each individual's state driver's license, especially for driving restrictions.
- Ask students about Postal Service medical restrictions and state driving restrictions (such as corrective lenses, glasses left, or glasses right).

Every driver must adhere to state and Postal Service medical requirements when taking controlled driving training and when operating a vehicle on duty.

## **335.4 Delivery Skills Course**

### **335.41 Purpose**

The purpose of the delivery skill course is to train drivers how to use Postal Service-owned vehicles to deliver the mail safely and effectively.

### **345.42 Content**

The delivery skills course includes training in the following skills:

- Using vehicle controls (where applicable, including rear vision cameras and monitors).
- Exiting and entering a vehicle safely.
- Adjusting mirrors.
- Parking safely (including parallel parking).
- Backing up safely (including offset backing).
- Navigating intersections.
- Making angled turns.
- Delivering mail curbside.
- Navigating overhead clearances.
- Making 3-point turns and U-turns.
- Parking and securing a vehicle.
- Turning.
- Stopping.
- Learning other practices as dictated by local accident data.

## **335.5 Large Truck Skills Course**

### **335.51 Purpose**

The purpose of the Large Truck skills course is to screen and train drivers on the use of large Postal Service trucks (including 2-tons, 5 tons, and CDL required vehicles).

### **335.52 Content**

The Large Truck skills course includes screening and training in:

- Parallel parking.
- Offset maneuvering and backing up.
- Forward stopping, straight line maneuvering, and backing up.
- Understanding, managing, and avoiding curb overhangs.
- Maneuvering around and backing up to alley docks.

### 335.53 Training

Authorized current employees who need CDL training to fulfill job requirements will receive appropriate on-the-job training and assistance as follows:

- On an individual basis as assessed by a DSI with a CDL.
- Up to 80 hours when going from a passenger vehicle license to a CDL.

For applicant CDL operators, see note at bottom of exhibit 336.3.

### 335.6 Street Driving

#### 335.61 Purpose

The purpose of training in street driving is to have the student apply what was learned in the classroom, in vehicle familiarization, and on the skills course to real-life driving on the street.

#### 335.62 Content

Street driving training includes practicing maneuvers in

- Situations similar to those experienced on the skills course.
- Situations encountered on the street, such as changing lanes and maintaining following distances.

#### 335.63 Selecting Vehicles

The DSI must identify the types of vehicles needed for street driving. The manager of the vehicle maintenance facility is responsible for ensuring that the appropriate vehicles (in type and number) are provided when needed.

### 335.7 Drivers Required to Take Controlled Driving Training

Exhibit 335.7

#### Drivers Required to Take Controlled Driving Training

If a Postal Service employee ...	Then the employee ...
<ul style="list-style-type: none"><li>▪ Is a new hire city or rural carrier required to operate a Postal Service RHD vehicle and/or a non-CDL Post Office cargo vehicle</li><li>▪ Does <i>not</i> have driving privileges for a specific type of RHD vehicle or non-CDL cargo vehicle</li><li>▪ Is a new operator required to have a Commercial Driver's License</li></ul>	Must successfully complete controlled driving training on each type of Postal Service vehicle he or she is required to operate.
<ul style="list-style-type: none"><li>▪ Is a new rural carrier required to operate a postal owned RHD vehicle</li></ul>	Must successfully complete controlled driving training on a RHD vehicle.
<ul style="list-style-type: none"><li>▪ Is a new rural carrier <i>not</i> required to operate a postal owned RHD vehicle</li></ul>	Is <i>not</i> required to complete controlled driving training on a RHD vehicle (unless a supervisor specifically requests it). <b>Note:</b> If at a later date the rural carrier is required to operate a Post Office RHD vehicle or personally buys a RHD vehicle, he or she must complete controlled driving training.

## **335.8 Hours of Instruction**

### **335.81 Delivery Skills Course**

Training time required for controlled driving on the delivery skills course:

- *Minimum:* 3 hours for each type of vehicle
- *Maximum:* 3½ hours for each type vehicle.

### **335.82 Large Truck Skills Course**

The maximum time required for controlled driving on the large truck skills course is 3 hours for each type of vehicle.

### **335.83 Street Driving**

After an individual completes the delivery or the large truck skills course, the maximum time required for controlled driving on the street is 45 minutes for each type of vehicle. For CDL operators this includes a 15-minute, pre-drive safety check.

## **336 End-of-Training Road Test**

### **336.1 Purpose**

The purpose of the end-of-training road test is to measure the individual's ability to apply the skills learned.

Employees must pass the end-of-training road test to obtain Postal Service driving privileges for RHD vehicles (see exhibit 336.3).

### **336.2 Description**

The DSI administers the end-of training road test using an LLV after the individual completes controlled driving training. If an individual completes controlled driving training for both an LLV and a FFV, he or she will take only one end-of-training road test using an LLV. FFV's are not to be used for the end-of-training road test.

The test must be conducted on the street.

The district safety manager and the DSI must approve the route schematic for the end-of-training test and keep it on file.

### 336.3 Drivers Required to Take the End-of-Training Road Test

Exhibit 336.3 identifies the employees who are required to take the end-of-training road test.

Exhibit 336.3

#### Drivers Required to Take the End-of Training Road Test

If a Postal Service employee ...	Then the employee ...
<ul style="list-style-type: none"> <li>▪ Is a new hire city or rural carrier who has completed controlled RHD driving training</li> <li>▪ Does <i>not</i> have driving privileges for a specific type of RHD vehicle for job duty, and requests a promotion or reassignment to a city or rural carrier position that requires driving a specific type of RHD vehicle for job duty</li> </ul>	<p>Must take and pass the end-of-training road test for each type of Postal Service RHD vehicle he or she is required to operate.</p>
<ul style="list-style-type: none"> <li>▪ Has driving privileges for a specific type of vehicle or job duty;</li> <li>▪ Is reassigned or reinstated to a city or rural carrier position in another district; and the new position requires driving</li> <li>▪ Is an operator of a Postal Service vehicle who is required to have a CDL.</li> </ul>	

\*Note: However, the CDL operator must successfully complete the tasks for each Postal Service vehicle he or she is required to operate at each skill station during controlled driving training on the Large Truck skills course and the street course for each type of vehicle he or she is required to operate. A CDL operator who does not successfully complete the skills course on a specific type of vehicle will not be granted driving privileges for that type of vehicle. The DSI must notify the employee's supervisor when driving privileges are not awarded.

### 336.4 Failure To Pass the End-of-Training Road Test

Individuals who fail the end-of-training road test on a specific type of Postal Service RHD vehicle cannot be granted Postal Service privileges for that type of vehicle. This applies whether the employee is a newly hired city or rural carrier or is requesting promotion or reassignment. The DSI must notify the employee's supervisor.

## 34 Refresher Driver Training

The Postal Service strongly encourages refresher driver training for all drivers with current driving privileges.

### 341 When to Conduct

Refresher driver training must be conducted when:

- Drivers with driving privileges for Postal Service-owned vehicles have not driven in the past 6 calendar months.
- Trends in local motor vehicle accident data suggest additional training is needed.
- Letter carriers (not on probation) are reassigned or bid to routes with driving responsibilities.

- Driver training programs or awareness campaigns are conducted.

### **342 Content**

Refresher driver training can include any of the following:

- Classroom driver training (parts 1 and 2).
- Skills course (on the lot).
- Vehicle familiarization.
- Controlled driving on the street or on the carrier's line of travel.
- Defensive driving course (online or on disk).

### **343 Evaluation of Reassigned Employees**

Reassigned career employees who have completed a probationary period before being reassigned or promoted to a driving position need be evaluated only on PS Form 4584 after refresher driver training.

## **35 Driver Improvement Training**

Driver improvement training is the third kind of driver training offered by the Postal Service.

### **351 Candidates**

A driver who has completed initial driver training must take driver improvement training conducted by a DSI when the:

- Driver is at fault in a motor vehicle accident.
- Supervisor recommends training based on observations of driving practices.

### **352 Timing**

To be most effective, driver improvement training will take place within 10 calendar days of the accident or observation of unsafe driving practice.

### **353 Content**

The DSI giving driver improvement training must:

- Address specific driving deficiencies
- Use positive reinforcement.
- If controlled driving instruction is given, conduct it in the same type of vehicle the employee was driving at the time of the accident or observation.

A DSI may employ any of the following activities in driver improvement training:

- Ask the driver to take the US Postal Service defensive driving course (online or on disc).
- Discuss driving observations with the driver.
- Discuss and review the accident scene and circumstances with the driver.
- Go over modules in the new driver classroom training course that address the deficiencies observed (or that contributed to an accident).
- Conduct vehicle familiarization.
- Conduct training at one or more stations on the skills course.
- Conduct a controlled driving exercise on the street or route where the driver experienced difficulties.

### **354 Responsibilities**

The driver's supervisor must notify the DSI promptly of an accident or driving observation that requires driver improvement training.

The DSI must obtain a copy of PS Form 1769, *Accident Report*, and Standard Form 91, *Motor Vehicle Accident Report*, from the district safety office.

When the need for driver improvement training is based on a driver observation, the DSI must obtain a copy of PS Form 4584 from the employee's supervisor.

## **36 Special Emphasis Vehicle Orientation**

The Postal Service does not consider special emphasis vehicle orientation to be formal training.

### **361 When to Conduct**

Special emphasis vehicle orientation is appropriate when any of the following are changed or modified:

- State motor vehicle laws.
- Postal Service policies, rules, and regulations for driving.
- Motor vehicle fleet.

Special emphasis vehicle orientation is also appropriate when a purchased or deployed vehicle is:

- Similar to a model in fleet inventory (new model of a tractor or 7-ton vehicle).
- A commercial off-the-shelf left-hand-drive vehicle (minivan or sport utility vehicle).

### **362 Content**

Depending on the situation, special emphasis vehicle orientation may include one or more of the following activities:

- Give a safety talk.
- Present, discuss, and have a question and answer session around a manufacturer's video.
- Discuss and demonstrate the unique features of a specific vehicle model.
- Provide test drives (skills course or on-the-street).
- Conduct vehicle familiarization as outlined in 334.

### **363 Documentation**

- Record all special emphasis vehicle orientation on the employee's PS Form 4582.

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## **4 State Driver's Licenses**

### **41 Requirements**

#### **411 Employees' Responsibilities**

In order to maintain Postal Service driving privileges, an employee must:

- Have a current and valid state driver's license in his or her possession.
- Observe and apply any restrictions imposed by state and Postal Service medical personnel.
- Produce the license when asked to do so by a Postal Service manager, supervisor, or DSI.

In addition, drivers must inform their supervisors immediately if their state driver's or commercial driver's licenses are suspended or revoked. Failure to do so may result in administrative action.

**Note:** A state driver's license is not required for operating powered industrial vehicles on Postal Service premises.

#### **412 Supervisors' Responsibilities**

To verify the existence of current and valid licenses, supervisors must require each driver to produce his or her state driver's license or commercial driver's license once every quarter.

If a Postal Service driver fails to provide evidence of a current and valid state driver's license or commercial driver's license, the supervisor must:

- Suspend or revoke the driver's Postal Service driving privileges until the existence and validity of the license is verified.
- Assign the employee to temporary non-driving duties (when available) until he or she produces a current and valid state driver's license or commercial driver's license. (See article 29 of the appropriate collective bargaining to determine whether rights or obligations exist concerning reassignment to non-driving duties.)

#### **413 Incidental Drivers and Non-Driving Employees**

The following Postal Service employees are required to have current and valid state driver's licenses:

- Incidental drivers (defined in 120) who operate vehicles (private or leased or owned by the Postal Service) on official Postal Service business.
- Non-driving employees who are directed to attend and elect to drive to on-the-job training seminars or meetings using their own vehicles.

## **414 Special Requirements for Operators with Commercial Driver's Licenses**

All Postal Service drivers who are required to have a CDL as part of their job duties must abide by all current requirements of the Commercial Motor Vehicle Safety Act of 1986. In accordance with the Act:

- Within 30 days of a conviction for any traffic violation, except parking, a driver with a CDL must notify his or her employer, regardless of the nature of the violation or the type of vehicle that was driven at the time.
- If a CDL is suspended, revoked, cancelled, or if the employee is disqualified from driving, the employee must notify his or her supervisor. This notification must be made by the end of the next business day following receipt of the notice of the suspension, revocation, cancellation, lost privilege, or disqualification.
- PS Form 4600, *Driver Notification and Compliance Certificate*, completed during the application process, must be retained by the local Human Resources office, with a copy placed in the PS Form 4582 folder, and a copy given the driver.
- Supervisors may not knowingly use a driver who (1) has more than one CDL; (2) whose CDL is suspended, revoked or cancelled; or (3) is disqualified from driving. Violation of this requirement may result in civil or criminal penalties.
- The federal penalty to a driver who violates the CDL requirements is either (1) a civil penalty of up to \$2,500; or (2) in aggravated cases, criminal penalties of up to \$5,000 in fines, up to 90 days in prison, or both.

## **42 Suspension and Revocation of Driving Privileges**

### **421 Reason for Suspension or Revocation**

#### **421.1 For Physical Condition**

##### **421.11 Responsibilities**

Each employee must continue to meet the physical standards required to obtain a state driver's license in the state that has granted the license. Employees have a responsibility to inform their supervisors of any change in physical condition that may adversely impact their driving abilities.

Postal Service personnel may learn that an employee's physical condition is such that the employee's state driving privilege should be suspended. When this happens, the appropriate supervisor will consider suspending the employee's Postal Service driving privileges until the condition is corrected or under adequate control. See exhibit 421.12.

## 421.12 Procedures

### Exhibit 421.12

#### Procedures to Suspend or Revoke Postal Service Driving Privileges

If ...	Then ...
A Postal Service employee's state driving privilege is suspended or revoked	The supervisor must suspend or revoke the employee's Postal Service driving privileges.
A Postal Service driving employee's physical condition is permanent	The supervisor must temporarily suspend Postal Service driving privileges and remove the employee from any position that requires driving. Supervisor must consult on an individual basis with the employee and medical personnel to determine if the employee is able to drive.
There is reason to believe a change in physical condition may have occurred with the driving employee	The supervisor must temporarily suspend Postal Service driving privileges; consult with the employee and with Postal Service medical personnel.
A Postal Service driving employee requests reasonable accommodation	The supervisor must consult with the district's Reasonable Accommodation Committee.

#### 421.2 For Unsafe Driving

When the on-duty record shows that an employee is an unsafe driver, management may suspend or revoke the employee's Postal Service driving privileges. Elements of the on-duty record that may be used to suspend or revoke driving privileges include:

- Traffic law violations.
- Accidents.
- Failure to meet motor vehicle operational standards.
- Disregard for personal safety.

The following guidelines apply:

- When management is considering the suspension, revocation, or re-issuance of an employee's driving privileges, the final determination must be based solely on the employee's on-duty driving record.
- Management must automatically suspend or revoke an employee's driving privileges when a state driver's license is suspended or revoked. And management must automatically restore an employee's driving privileges when the state driver's license is restored.
- If the suspension or revocation states that the employee may operate a vehicle for employment purposes, then Postal Service driving privileges must not be suspended or revoked automatically.
- When management is considering the suspension, revocation, or re-issuance of an employee's driving privileges based on the on-duty driving record, the conditional suspension or revocation of a state driver's license may be considered in making the final determination.

- When a state driver's license is reinstated, the employee must provide documentation to that effect.

### **421.3 In Case of Accident**

When an employee is involved in a motor vehicle accident:

- There are no provisions for the automatic suspension of an employee's driving privilege based on the fact that the employee was involved in a vehicle accident.
- The individual circumstances surrounding each accident are assessed at the time of the accident to determine whether a temporary suspension of driving privileges is warranted.
- The supervisor must consider whether public safety or the employee's safety will be jeopardized if the employee is allowed to continue driving.
- The supervisor (and/or other Postal Service managers) must assess factors related to the accident, to include the following:
  - Employee's condition, for example:
    - Shock.
    - Fatigue.
    - Impairment caused by use of alcohol or controlled substances.
    - Other physical or emotional factors.
  - Seriousness of the unsafe driving practice (if any) that contributed to the accident.

### **422 Temporary Suspension of Driving Privileges**

If the supervisor cannot make an immediate determination based upon a review of factors in 421.3, the supervisor may temporarily suspend the employee's driving privileges pending completion of an investigation. Once the investigation is completed, the supervisor can make the decision to suspend, revoke, or reinstate driving privileges.

Driving privileges may be withheld pending investigation for no more than 14 calendar days after which the employee's driving privileges must be either:

- Reinstated;
- Suspended up to 60 days, or
- Revoked.

If the employee's driving privileges are suspended or revoked, the supervisor must explain to the employee, in writing, the reasons for the action.

## 423 Decision Criteria

Management makes a decision to suspend or revoke driving privileges according to the following criteria:

- Investigate and determine the driver's:
  - Fault or lack of fault (were the driver's actions the primary cause of the accident?).
  - Degree of error.
  - Record (driving history, discipline related to motor vehicle operation).
- Consider the severity of the accident.
- Consider factors about the driver such as:
  - Training (quality or absence of training in a particular driving activity).
  - Physical condition (did the employee meet Postal Service physical standards at the time of an accident?).

**Note:** A Safe Driver Award Committee determination about the preventability of an accident is *not* a factor to be considered when suspending or revoking driving privileges.

## 424 Special Cases

### 424.1 Consideration of Suspension or Revocation of Driving Privileges

In certain cases, supervisors (or other officials) must consider (a) suspending or revoking an employee's driving privileges, or (b) taking action based on the driver's PS Form 4582, *Operator's Record*, and PS Form 4584, *Observation of Driving Practices*.

Supervisors (or other officials) must take action when a Postal Service driver's on-duty driving record indicates one or more of the following:

- Two or more at-fault accidents within a 12-month period.
- Two or more convictions by civil authorities for moving traffic violations within a 12-month period.
- Repeated violation of Postal Service driving regulations or safe driving practices, rules, and regulations after being warned or instructed.
- Total disregard for his or her own personal safety.
- Total disregard for the safety of others.
- Supervisor's determination that retaining the employee on duty could result in:
  - Damage to Postal Service property.
  - Loss of mail or funds.

#### **424.2 Request for Reinstatement of Driving Privileges**

If an employee requests reinstatement of revoked or suspended driving privileges, management must review the request and make a decision as soon as possible, but not later than 45 days from the date of the employee's request. If the request is denied, management must convey the decision to the employee *in writing*.

#### **424.3 Reassignment**

When the driving privileges of a career bargaining unit employee are suspended or revoked, refer to article 29 of the applicable collective bargaining agreement to determine whether rights or obligations exist concerning reassignment to non-driving duties.

## **5 Driving Safety Instructors**

### **51 Duties and Responsibilities**

Driving Safety Instructors (DSIs):

- Conduct:
  - Initial road tests and all phases of initial driver training.
  - Refresher driver and driver improvement training
  - Special emphasis vehicle orientation.
- Coach drivers and observe driving practices.
- Train, test, and evaluate Ad Hoc DSI's and Road Test Examiners (RTEs).

For more detailed information about DSI duties and responsibilities, see Qualification Standard and Standard Position Description for Driving Safety Instructor issued by Personnel Services, Human Resources.

### **52 Selection, Training, and Certification**

#### **521 Selection**

Careful selection, training, and certification of qualified personnel to act as DSIs are of critical importance to the Postal Service's safe driving program. Selection of DSIs is the joint responsibility of the installation head and the safety manager.

Prospective DSIs must meet the requirements contained in the DSI position description and qualification standards.

#### **522 Training**

Prospective DSIs must meet the requirements contained in the DSI position description and qualification standards.

#### **523 Certification**

The National Test Administration Center (NTAC) maintains a list of certified DSIs. After a prospective DSI has successfully completed the required training program, the safety manager will provide the following information about the individual to NTAC: name, employee ID number, office, and finance number.

## **53 Training Road Test Examiners**

Some DSIs are assigned to train Road Test Examiners (RTEs). See Chapter 6 for information about RTE duties and responsibilities. DSIs selected to train RTEs must complete the following:

- RTE training (described in Chapter 6).
- NTAC test examiner's training.

## **54 Ad-hoc Driving Safety Instructors**

### **541 Duties and Responsibilities**

Ad-Hoc DSIs are Postal Service employees who:

- Perform DSI duties on a part-time, seasonal, or as-needed basis.
- Are certified to administer the initial road test.
- Are qualified to instruct other employees to drive vehicles used in Postal Service operations.

### **542 Selection, Training, and Certification**

Ad-hoc DSIs must meet the same selection, training, and certification requirements as full-time DSIs. Ideally, ad-hoc DSIs will teach at least three or four times a year to maintain proficiency.

Managers of ad-hoc DSIs must support the safety function by releasing these individuals when needed by a PEDC or Safety Manager.

## **6 Road Test Examiners**

### **61 Duties and Responsibilities**

Road Test Examiners (RTEs) assist DSIs when the work load is seasonably heavy or when the DSI's geographic location makes it difficult to schedule and perform the initial road test.

RTEs administer the pre-employment initial road test. Their duties and responsibilities include the following

- Provide oral instructions to applicants.
- Observe and document applicants' driving practices.
- Follow standard process for administering the test.
- Process paperwork to document applicants' test performance.
- Maintain the confidentiality of test materials and information about applicants.

Managers must support the selection function by releasing RTEs from their normal duties whenever necessary.

### **62 Determining the Need for Road Test Examiners**

#### **621 Initial Road Test Administration**

Whenever possible, initial road tests will be administered by DSIs. When it is not feasible to conduct tests in one central location in a district, the manager, Safety, may:

- Establish additional testing sites.
- Coordinate the selection and training of employees to serve as RTEs.

When RTEs administer initial road tests, they:

- Are not authorized to score the test; only DSIs may score the initial road test.
- May administer tests only for vehicles they are qualified to operate.

#### **622 Basis for Requesting**

An installation's location or volume of testing may suggest the need for one or more RTEs to assist the DSI. In such cases, the installation head must:

- Ensure that testing volume is sufficient to allow the RTE to maintain certification.
- Notify the DSI of the requirement for RTEs.

#### **623 Determining the Number**

The safety manager will limit the number of RTEs authorized to ensure:

- Maximum standardization in test administration.
- Sufficient testing opportunities for RTEs to maintain proficiency.

When considering requests for authorization of an RTE, safety managers must incorporate the provisions of this section in their determinations.

## **63 Selection, Training, and Certification**

### **631 Selection**

#### **631.1 Criteria for Selection**

Candidates nominated to be the RTEs must be bargaining employees with current Postal Service driving privileges. This will help to ensure that RTEs understand the importance of selecting applicants who demonstrate safe driving practices.

#### **631.2 Procedures**

##### **631.21 Safety Managers**

Safety managers will review the qualifications and safety records of candidates to ensure that qualified employees are selected as RTEs. If the safety manager determines that a candidate does not possess the skills and background required of an RTE, that individual's nomination must be voided.

Prospective RTEs must meet the following criteria:

- Have safe driving records.
- Pass the Table of Disqualifications.
- Pass the initial road test.

##### **631.22 Driver Safety Instructors**

###### **631.221 Assessment of Driving Record**

Before scheduling an RTE candidate for testing or training, the DSI must:

- Request a copy of each candidate's state driving abstract;
- Have the candidate complete PS Form 2480, *Driving Record*; and
- Compare both documents with the Table of Disqualifications.

If a candidate's driving record does not meet the requirements of the Table of Disqualifications, the candidate is not eligible to be considered for an RTE position.

If at a later date the RTE candidate's driving record improves enough to meet the requirements of the Table of Disqualifications, then the candidate may be considered again.

## **631.222 Initial Road Test – Exam 804**

If the candidate's driving history is satisfactory, the DSI will schedule the candidate for an initial road test even if he or she has taken the test before. The following procedures apply:

- Conduct the initial road test in the candidate's home office.
- After calculating the candidate's score, print the candidate's full name and title legibly on the form.
- If the candidate does not pass the test, that candidate is not eligible for further consideration as an RTE. Do not schedule the candidate for classroom training.
- Whether the candidate passes or fails, return the candidate's completed *Initial Road Test Checklist* to the designated DSI.

## **632 Training**

### **632.1 Classroom Training**

RTEs must be trained on how to administer the initial road test using the established standardized process. RTEs must be certified by the National Test Administration Center as examiners.

The DSI must:

- Submit the names of RTE candidates to NTAC.
- Schedule RTE classroom training:
  - After receiving testing materials from NTAC.
  - Within 30 days of receiving testing materials.
- Conduct classroom training.

### **632.2 Practice**

After the RTE candidates complete classroom training and the qualifying examination, each candidate must administer a road test to another candidate or to the designated DSI.

The DSI is responsible for ensuring that information on the pre-training and post-training initial road test checklists is accurate and legible.

If the RTE candidate conducting the test fails an employee who has passed the test before, this might indicate that the candidate needs further training. (The score on a test conducted as part of an RTE training exercise is not official.)

### **632.3 Securing Test Materials**

After training and testing are completed, return all materials (used and unused) to the DSI, who must return them to NTAC by Registered Mail™.

The written and initial road tests are restricted, and candidates may not be told anything about their performance on these tests. Nondisclosure of the qualifying examination is covered by Title 39, *Code of Federal Regulations* (CFR), Part 266.9(4).

### **633 Certification**

The National Test Administration Center (NTAC) certifies RTEs and maintains a list of certified RTEs. NTAC certification authorizes the RTE to administer the initial road test. In conducting the program, NTAC:

- Scores the test material.
- Certifies qualified candidates.
- Issues certificates to the designated DSI to present to successful RTE candidates.

DSIs will address all questions regarding the administration of the road test examiner program to NTAC.

## **64 Administration**

### **641 Securing Test Materials**

NTAC issues instructions to RTEs for conducting road tests and for reference purposes. These instructions must be secured in a locked file or cabinet.

### **642 Record Keeping**

Safety managers working with DSIs will provide functional guidance to and maintain a list of all employees who perform RTE functions within their service areas. NTAC will also maintain a list of RTEs and DSIs certified to administer the initial road test. The local and NTAC lists will contain the annual number of tests administered by each RTE and DSI, including the number of applicants who passed or failed.

### **643 Decertification**

RTEs who do not conduct a minimum of 15 initial road test examinations each fiscal year will be decertified (unless the safety manager or DSI request retention of the RTE). The safety manager or DSI will notify NTAC with a memo that requests decertification of each individual by name, employee ID number, finance number, Postal Service installation, and reason for decertification.

### **644 Evaluation**

Safety managers working with DSIs must review the pass/fail ratio of applicants tested by each RTE. If the ratio is outside an acceptable range, managers will take appropriate action.

## 7 Powered Industrial Trucks

### 71 Definition, Objectives, and References

#### 711 Definition

As defined by the Occupational Safety and Health Administration (OSHA), Powered Industrial Trucks (PITs) include fork trucks, tractors, platform lift trucks, motorized hand trucks, and other specialized industrial trucks powered by electric motors or internal combustion engines.

Some common examples of Postal Service PIT equipment:

Counterbalanced trucks	High-lift trucks	Jitneys
Cantilevered trucks	Low-lift trucks	Mules
Narrow aisle rider trucks	High-lift order trucks	Tugs
Motorized hand/rider trucks	Picker rider trucks	Forklifts
Motorized pallet trucks	Tow motors	
Motorized liftalofts		
Motorized manlifts		

#### 712 Objectives

The objectives of the PIT safety program are to:

- Comply with OSHA Standard 1910.178, Powered Industrial Trucks.
- Require safe operation of PITs.
- Reduce financial loss, human suffering, and property damage while maintaining the efficient distribution of mail.

#### 713 References

The following publications provide guidance for safe and proper PIT operation:

- ELM 832, *Powered Industrial Truck Safety*
- HBK EL-801, *Supervisor's Safety Handbook*.
- HBK EL-803, *Maintenance Employees Guide to Safety*.
- HBK EL-804, *Safe Driver Program* (this handbook).
- HBK EL-814, *Postal Employees Guide to Safety*.
- OSHA Standard 1910.178, Powered Industrial Trucks.

For safe and proper use of a specific PIT, also consult and implement the manufacturer's operating instructions.

### 72 Selecting Drivers

Postal Service personnel responsible for hiring and providing medical services must ensure that only qualified applicants are hired and retained as PIT operators. The determination of *suitable* and *qualified* must be based on:

- Demonstrated ability to operate PITs safely and avoid accidents.
- Successful completion of a physical assessment evaluation.

## **721 Licensing Requirements**

Every PIT operator is required to have an appropriately endorsed certificate of vehicle familiarization and safe operation. When operating PITs, operators must carry their certificates *at all times*, whether they walk behind a PIT or ride on the equipment to guide it. Operators must present their certificates whenever a manager, supervisor, or an OSHA representative requests it.

PIT operators are not required to have a state driver's license; therefore, selection officials don't need to obtain state driving abstracts or administer initial road tests.

## **722 Physical Requirements**

Individuals selected to operate PITs must meet specific physical requirements, as discussed in 722.1 and 722.2.

### **722.1 Vision**

A vision test is required of applicants for PIT driving privileges. The requirements are as follows:

- To be certified as a PIT driver, an individual must be able to read typewritten material without strain and have vision of at least 20/40 (Snellen) in one eye; glasses or contact lenses are permitted.
- Individuals who are blind in one eye are eligible for consideration provided they have vision of at least 20/40 (Snellen) in the remaining eye, with or without glasses or contact lenses.

### **722.2 Physical Handicaps**

Persons who have physical handicaps may not be automatically disqualified from operating PITs. The selecting official must consider the degree of functional impairment. For example:

- An individual's body extremities must be sufficiently functional to permit safe operation of a PIT.
- Persons with medical conditions may be authorized to operate PITs if the condition is kept under control.

Refer questions about specific physical conditions to the local Postal Service Occupational Health Nurse Administrator, Associate Medical Director, contract physician, or District Reasonable Accommodation Committee.

## **73 Training, Certification, and Evaluation**

### **731 Training**

#### **731.1 References**

The following publications discuss requirements for training employees to operate PITs:

- ELM 832, *Powered Industrial Truck Safety*.
- HBK EL-801, *Supervisor's Safety Handbook*.
- OSHA Standard 1910.178, *Powered Industrial Trucks*.

#### **731.2 Initial training**

Initial training consists of:

- Course No. 52503-01 (self-study; does not cover forklifts), or Course No. 52503-02 (self-study; covers forklifts).
- Vehicle familiarization.
- Controlled driving instruction (exercises in work environment).

Initial training and evaluation must be conducted in the workplace. PIT trainers must demonstrate ability to train and evaluate PIT operators. They may demonstrate ability in either of the following ways (or a combination of both).

- Possession of a recognized degree or certificate, or
- Knowledge, training, and experience.

#### **731.3 PIT Refresher Training**

Refresher training is required when:

- A supervisor learns that an employee lacks the skills or knowledge to operate PIT safely.
- An employee is:
  - Observed operating a PIT in an unsafe manner.
  - Evaluated as operating a PIT in an unsafe
  - Involved in a PIT-related accident or near miss.

Initial training courses 52503-01 and 52503-02 (listed in 731.2) are suitable for refresher training.

Responsible officials must evaluate the effectiveness of PIT refresher training regularly.

## **732 Certification**

Before employees are allowed to operate PITs, they must be trained in accordance with OSHA Standard 1910.178. For each type of PIT they are required to operate, they must:

- Complete the most current Postal Service PIT training course successfully.
- Be evaluated and certified to operate the PIT.

## **733 Evaluation**

In accordance with 19 CFR 1910.178(l)(4)(iii), after PIT operators receive initial training, their supervisors (or other responsible officials) must evaluate them on each type of PIT they use on the job. The evaluation must be performed at least once every 3 years.

The person performing the evaluation must be trained to operate PITs, knowledgeable about specific PITs, and experienced in observing PIT operators. To be sure that a PIT is being operated safely, the evaluator must observe the operator perform a variety of typical operations.

Responsible officials must ensure that each evaluation is documented in local files and can be produced when requested.

## **74 Administration**

### **741 Responsibilities**

#### **741.1 Supervisors' Responsibilities**

A supervisor who manages an operation in which PITs are used must ensure that policies and procedures for PIT operations at the site are documented in writing.

Before allowing an employee to operate a PIT, a supervisor must verify that the operator:

- Has successfully completed the required PIT training courses.
- Has passed post-training PIT operator evaluation for each kind of PIT he or she will use on the job.
- Is certified to operate each type of PIT he or she will use on the job.

Additionally, PIT supervisors must:

- Ensure that all PITs are equipped with operating warning beacons.
- Conduct and document PIT safety talks once a quarter.
- Establish PIT accident reduction targets and communicate them to operators at least twice a year.

- Conduct and document PIT operator observations for each operator under their supervision at least twice a year.
- Investigate promptly (within tour) all PIT-related accidents or near misses. For the operator involved, suspend operator privileges temporarily (until operator has received appropriate refresher training in accordance with OSHA 1910.178).
- Suspend or revoke PIT operator privileges and certification in accordance with 744.
- Ensure that operators follow the PIT operating rules outlined in the reference materials cited in 713.
- Recognize PIT operators for safe driving and overall safe performance.

### **741.2 Operators' Responsibilities**

PIT operators must:

- Complete operator training successfully and be certified for each type of PIT they are required to operate.
- Operate PITs safely by following the rules and regulations outlined in the references cited in 713.
- Perform and document pre-tour inspections of the PIT they operate.
- Report hazards or unsafe working conditions to their supervisor.
- Report all accidents to their supervisor immediately.
- Come to a complete stop at every stop sign.
- Sound horn when and where required in the facility.
- Ensure (where applicable) that the PIT management system is operating correctly.

### **742 Maintenance**

Installation heads and maintenance managers with PITs under their control must develop and administer maintenance procedures that conform to the requirements of OSHA Standard 1910.178(q), Maintenance of Industrial Trucks.

### **743 Analysis of Accidents**

Managers and supervisors must investigate all PIT-related accidents and incidents. They must complete PS Form 1769, *Accident Report*, within 24 hours of being notified of an accident.

Managers and supervisors must periodically:

- Review written procedures for PITs.
- Review PS Forms 1767 submitted by employees to look for contributing factors and the root causes of accidents.
- Analyze accident data to determine potential hazards.

- Establish appropriate countermeasures to reduce PIT accidents in their facility.

#### **744 Suspension and Revocation of Driving Privileges and Certification**

PIT driving privileges and certification may be suspended or revoked for any of the following reasons:

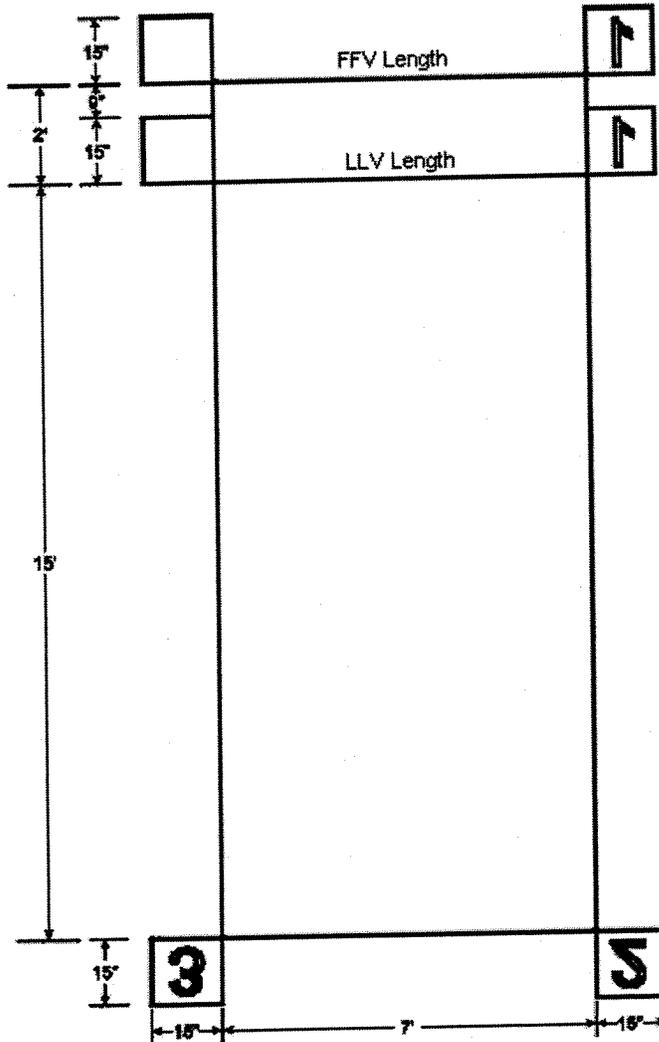
- If a licensed physician finds that an employee's physical condition warrants such suspension or revocation.
- If an employee continues to operate a PIT in an unsafe manner after (1) receiving an evaluation and taking PIT refresher training, or (2) receiving a warning and instruction.
- If an operator has been involved in two or more at-fault PIT accidents or incidents (with no damage no injury) within a 12-month period.
- If an operator has been involved in an accident with a pedestrian.
- If allowing the employee to continue operating a PIT may result in damage to Postal Service property, loss of mail or funds, or injury to the employee or others.

## **Mirror Adjustment Stations**

This section describes how to set up a mirror station to adjust the seven mirrors found on the long life vehicle (LLV) and the flexible fuel vehicle (FFV). It also describes activities designed to emphasize the importance of properly adjusted mirrors.

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## Mirror Adjustment Station



This is a diagram of the painted lines and squares for a mirror adjustment station (MAS) used to accommodate both LLVs and FFVs.

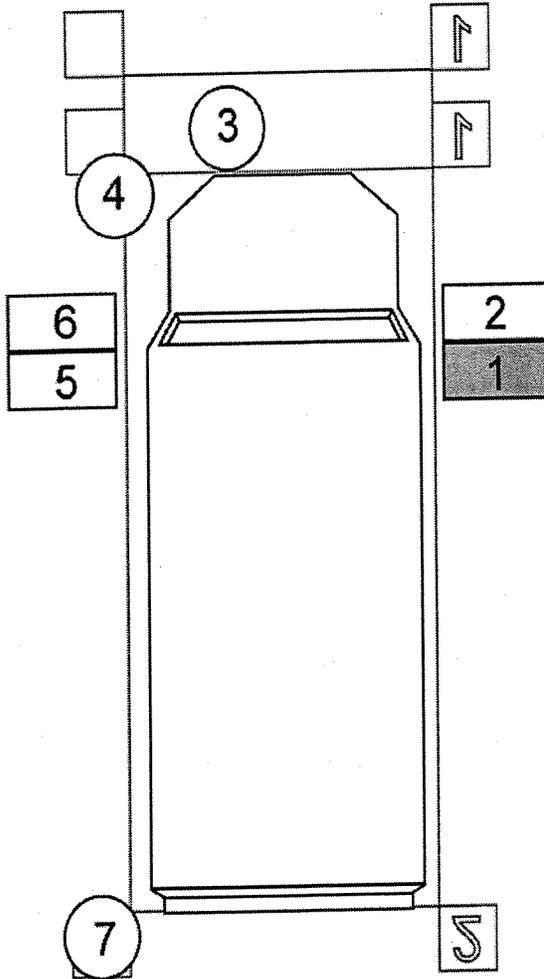
The MAS is 7 feet wide and 15 to 17 feet long. An LLV is 15 feet long; and an FFV is 17 feet long.

At this station all seven mirrors will be properly adjusted so the driver can see:

- Three corners of the station.
- Front and rear bumpers.
- Right and left sides of the vehicle.

**Note:** If the numbers 2 and 3 are painted backwards and upside down, the driver sees them correctly when looking into the rearview mirror.

## Mirror 1 Adjustment

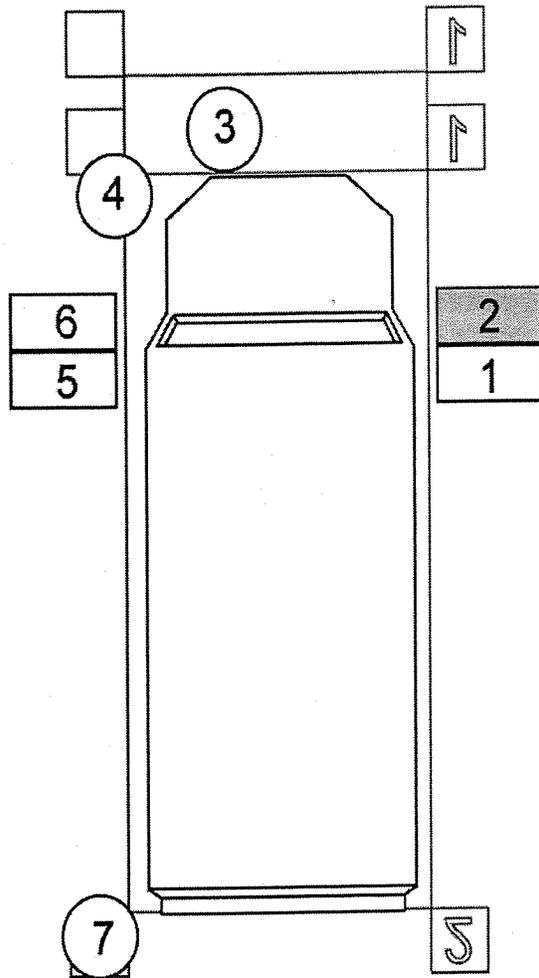


With the help of another person, the driver parks the LLV or FFV in the center of the MAS box. The front line of the station must run directly in front of the bumper.

Adjust the right side convex mirror (mirror 1) so the driver can see the number 2 painted at right rear corner of the station and also be able to see the right rounded corner of the rear bumper.

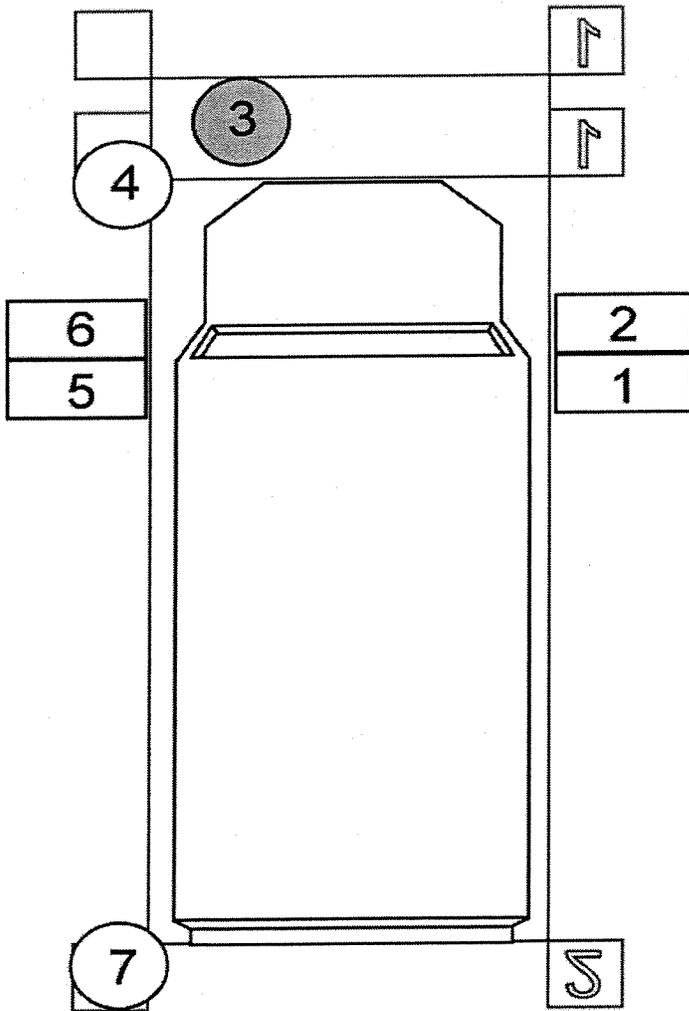
**Note:** If the number 2 is painted backwards and upside down, the driver sees it correctly when looking into the rearview mirror.

## Mirror 2 Adjustment



Adjust the large flat mirror on the right-hand side (mirror 2) so the driver can see objects 300 to 500 feet to the rear and a small portion of the right-hand side of the vehicle.

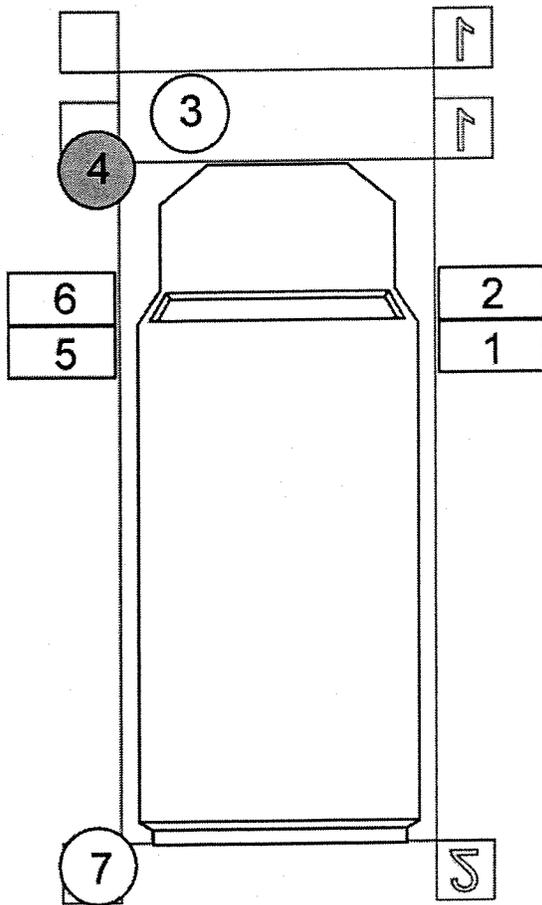
## Mirror 3 Adjustment



Adjust the front pot-lid mirror (mirror 3) so the driver can see the front bumper and the number 1 at the right front corner.

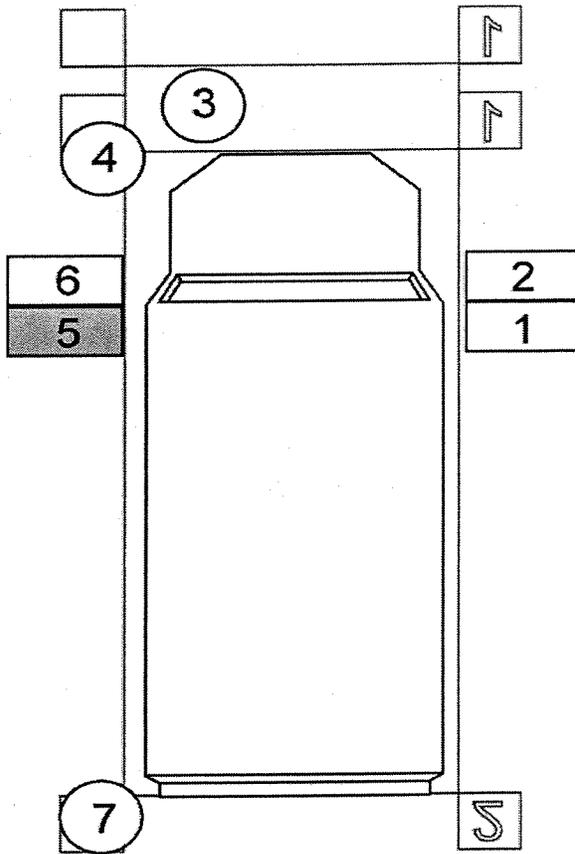
**Note:** If the number 1 is painted backwards, the driver sees it correctly when looking in the mirror.

## Mirror 4 Adjustment



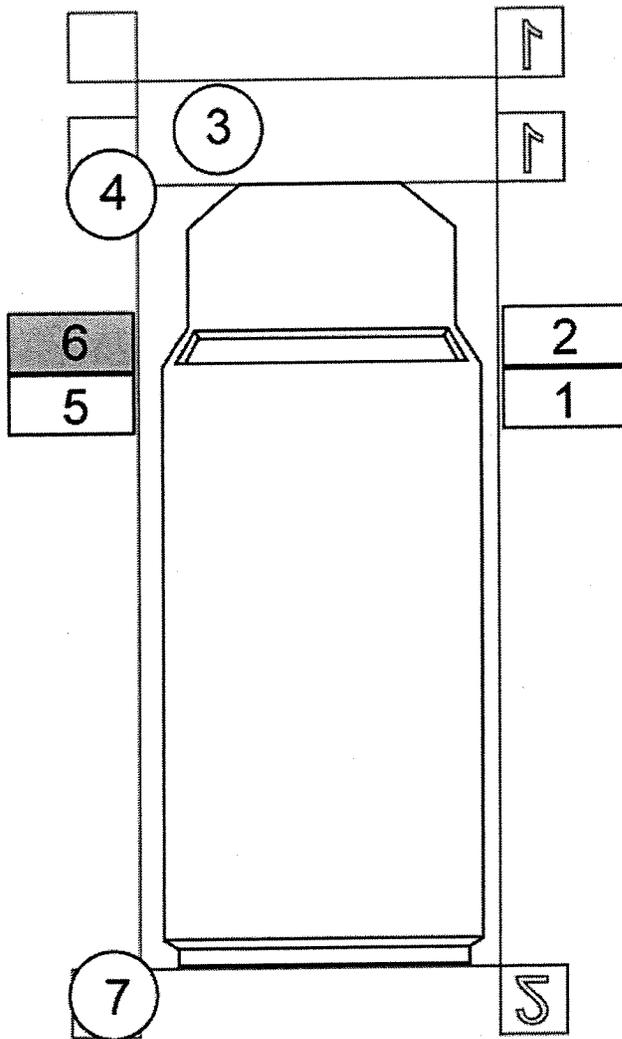
Adjust the pot-lid mirror on the left-hand side (mirror 4) so the driver can see the entire left side of the LLV or FFV from the front marker light to the rear bumper and beyond.

## Mirror 5 Adjustment



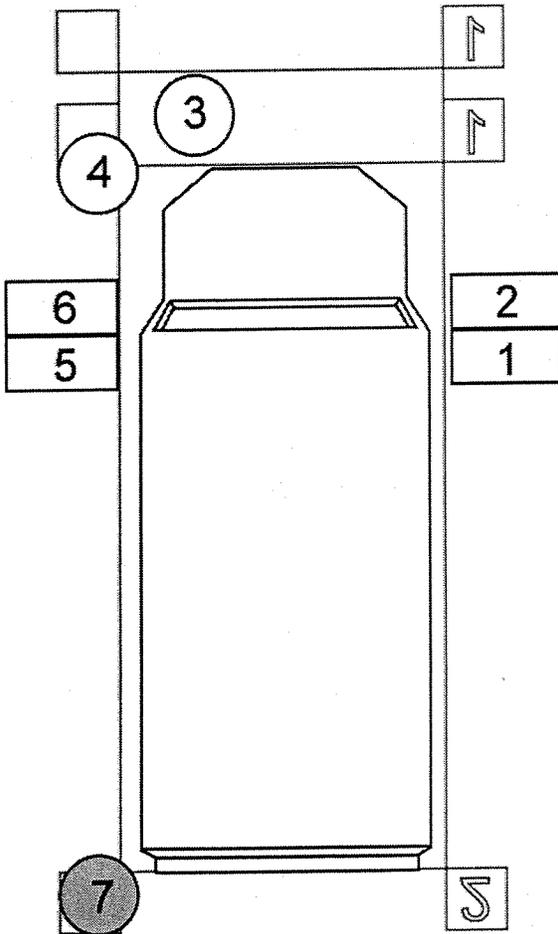
Adjust convex mirror 5 on the left-hand side so the driver can see a small portion of the left side of the vehicle and the painted number 3 (obscured by mirror 7 in this diagram) at the left rear corner.

## Mirror 6 Adjustment



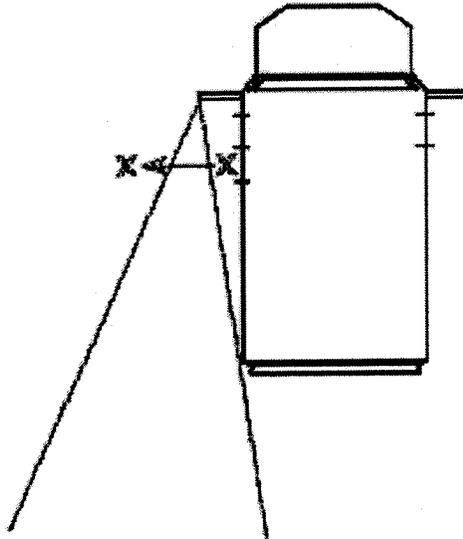
Adjust large flat mirror 6 on the left-hand side so the driver can see objects 300 to 500 feet to the rear and a small portion of the left side of the LLV or FFV. The driver should also be able to see the high pot-lid mirror (number 7) on the rear of the vehicle.

## Mirror 7 Adjustment



Pot-lid mirror 7 is used in conjunction with mirror number 6 on the upper left corner of the LLV or FFV. Adjust so the driver can see the squares containing the numbers 2 and 3, the rear white line of the station, and the rear bumper.

## Mirror Adjustment Station: Activity 1



### Mirror Coverage to the Left-Hand Side of the Vehicle

#### Activity:

1. The student adjusts every mirror. While the vehicle is still parked in the MAS, the student sits in the driver's seat while the instructor stands just behind the left-hand door frame out of the driver's direct view. The student driver confirms observing the instructor in the left side pot lid, convex, and flat mirrors.
2. The instructor begins walking slowly to the left, at a right angle to the vehicle. Instructor tells the student to tap the horn and dismount properly when the student can no longer see the instructor in any of the mirrors.

#### Student learns:

1. What can be seen using the mirrors on the left-hand-side of the vehicle.
2. Why it is important to adjust the mirrors properly every time before the vehicle is operated.

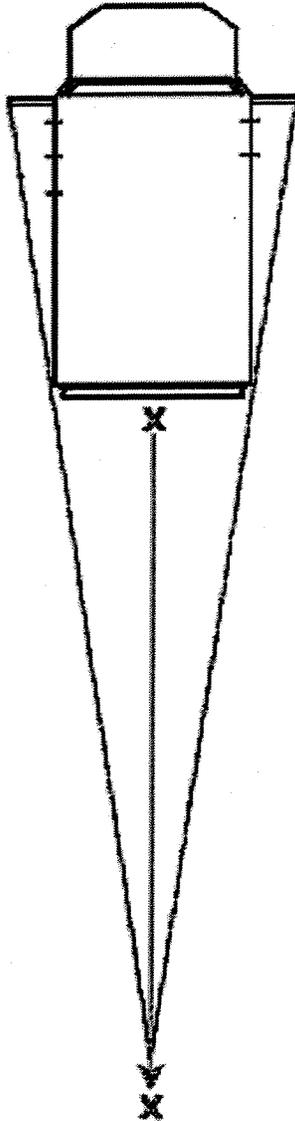
#### Student Behaviors Desired and Observed:

The DSI observes the student:

1. Adjusting every mirror properly.
2. Using mirrors and noticing the instructor moving through and out of mirrors.
3. Tapping the horn when the instructor cannot be seen in the mirrors.
4. Dismounting from and securing the vehicle properly.

After dismounting properly, the student is able to describe the use, range, functionality, and capability of vehicle mirrors.

## Mirror Adjustment Station: Activity 2



### Mirror Coverage behind the Vehicle

#### Activity:

1. The student adjusts every mirror. While the vehicle is still parked in the MAS, the student sits in the driver's seat while the instructor stands directly behind the vehicle so as to be seen in rear pot-lid mirror. The student driver confirms observing the instructor in the rear pot-lid mirror.
2. The instructor steps back out of view of rear pot-lid mirror and continues walking slowly straight back from the vehicle. Instructor tells the student to tap the horn and dismount properly when the student can see the instructor in both the left and right side mirrors.

#### Student learns:

1. What can be seen behind the vehicle when using mirrors.
2. Why it is important to adjust the mirrors properly every time before the vehicle is operated.

#### Student Behaviors Desired and Observed:

The DSI observes the student:

1. Adjusting every mirror properly.
2. Using mirrors and noticing the instructor moving through and out of mirrors.
3. Tapping the horn when the instructor can be seen in both left and right side mirrors.

Dismounting from and securing the vehicle properly. After dismounting properly, the student is able to describe the use, range, functionality, and capability of vehicle mirrors.

## **Controlled Driving Skills Course**

This section provides an introduction to the Controlled Driving Skills Course. It covers the purpose of the course, the role of the Driving Safety Instructor, and equipment needed, along with instructions for conducting the course. It is used for training purposes.

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## Introduction

The Postal Service has developed two skills courses to replicate driving conditions specific to the Postal Service vehicles and situations that new drivers will experience when they arrive at their duty stations. They are:

1. *Delivery Skills Course* — for right-hand-drive (RHD) Postal Service delivery vehicles.
2. *Large Truck Skills Course* — for 2 ton and up vehicles and operators with Commercial Drivers' Licenses (CDLs).

Exhibit B-1 illustrates the various components of the driver skills course. (The mirror station shown in the exhibit is part of vehicle familiarization, not controlled driving training.)

## Purpose

The Delivery Skills Course assists the new driver through learning safe and proper operation of an RHD Postal Service vehicle. The course is designed to give student drivers:

1. As much time and practice behind the wheel as possible.
2. The opportunity to take the skills learned in the classroom and apply them to actual situations in a controlled driving environment.
3. The opportunity to learn by doing rather than merely observing.

The Driving Safety Instructor (DSI) does not demonstrate tasks, but instead instructs the student in how to navigate a station and perform the tasks associated with that station. The DSI demonstrates a station task only when the student driver has difficulty understanding and applying instructions.

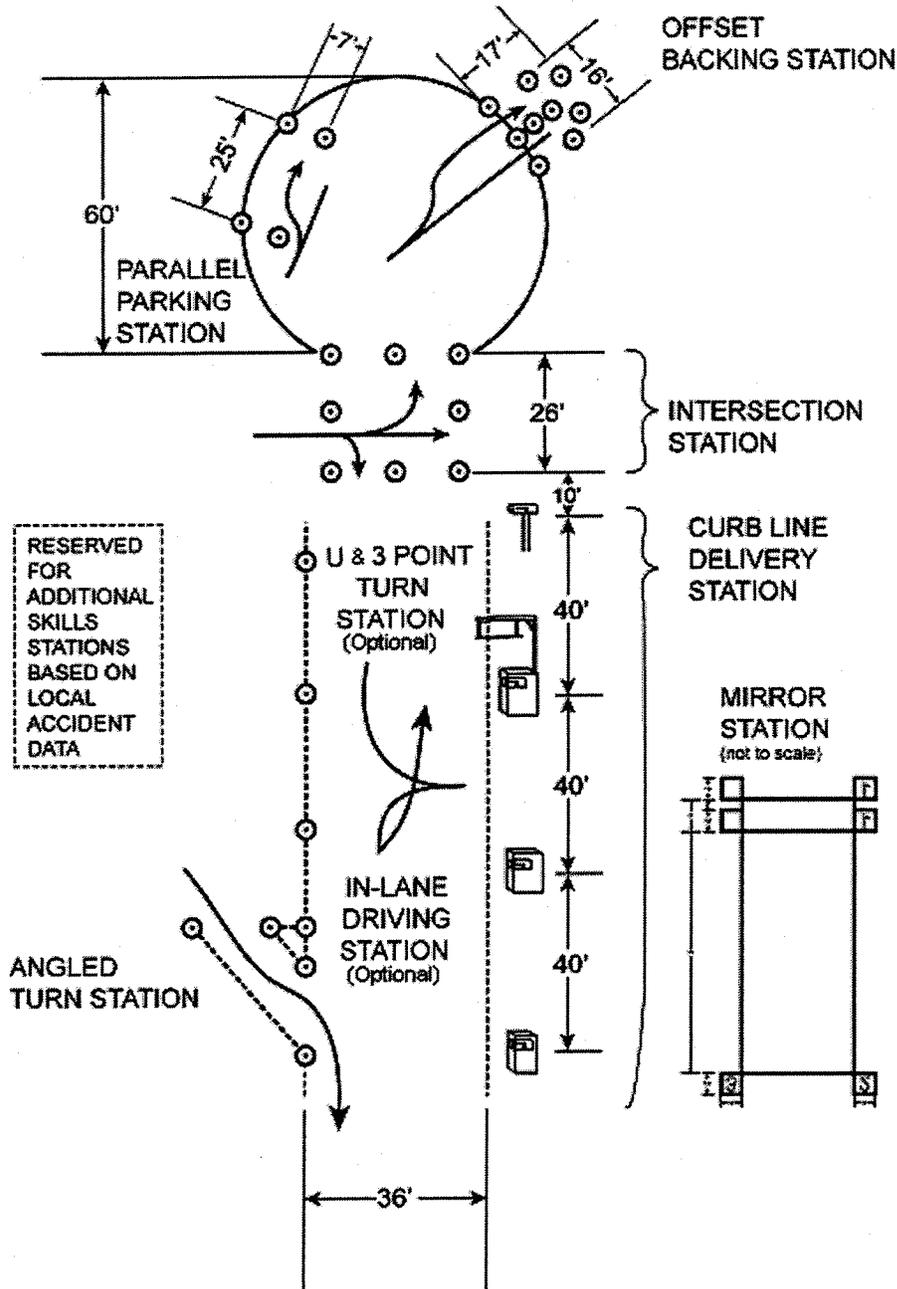
## Overview

The delivery skills course contains seven stations (5 required and 2 optional); some with multiple tasks. Other stations may be added to demonstrate local driving situations. To add stations, the DSI consults with the safety manager to develop them, incorporating elements based on local conditions and accident data.

The delivery skills course is designed to have multiple instructors and drivers on the course at one time, as determined by the DSI.

The large-truck skills course contains five required stations and multiple tasks.

Exhibit B-1  
 U.S. Postal Service Controlled Driving Skills Course



## Equipment Needed

Exhibit B-2 lists the equipment and approximate number of pieces needed for the delivery skills and the large-truck skills courses.

### Exhibit B-2

#### Equipment Needed for Skills Courses (required and optional stations)

---

##### Delivery Skills Course

---

38 cones

4 test mail bundles (letters and flats)

1 stop sign

1 mock registered letter

4 mail boxes (varying heights)

---

##### Large-Truck Skills Course

---

24–74 Cones

---

## Street Practice Driving

Controlled driving on the skills courses does not include time for street practice driving. After an individual completes the delivery skills course or the large truck skills course, at least 45 minutes for each type of vehicle is required for controlled driving on the street. For CDL operators the 45 minutes includes a 15-minute pre-drive safety check.

## Role of the Driving Safety Instructor

The role of the DSI is to:

1. Assist student drivers to complete the delivery skills course *successfully*.
2. Ensure that CDL drivers have the skill sets needed to *pass* each station on the skills course.

During controlled driving on the delivery skills course, the DSI will:

1. Inform students that upon completion of the skills course, an end-of-training pass/fail road test will be administered in an LLV. Only students who complete the delivery skills course will take the end-of-training road test.
2. Inform students that they must rely on skill sets learned in the classroom to complete the skills course successfully.
3. Explain the layout of each station and expectations for its use.
4. Explain the purpose of each station on the skills course. (For example, the DSI may say: "As you recall from classroom training, unnecessary backing is one of the major causes of vehicle accidents in the Postal Service.")
5. Provide minimal instruction on the tasks to be performed at each station (but will not provide instruction on the behaviors desired).

6. Observe students.
7. Allow student drivers to make mistakes.
8. Correct students based on their performance of the behaviors desired at each station and for each task.
9. Encourage and answer questions about each station.
10. Challenge student drivers to complete each task safely and quickly. (For example; the DSI may say: "You have 2 minutes to complete the tasks at this station.")

Student drivers must understand what constitutes a motor vehicle accident in the Postal Service. The DSI must inform student drivers of the following:

1. A *motor vehicle accident* is defined by the Postal Service as an accident with a motor vehicle that results in:
  - a. Any kind of personal injury.
  - b. Damage to property of \$1.00 or more.
2. Postal Service drivers are required to notify their supervisors whenever they are involved in a motor vehicle accident.

#### **Time Allotted for Each Course**

1. Controlled driver training on the delivery skills course:
  - a. Each student driver has a minimum of 3 hours and maximum of 3½ hours to complete controlled driver training on the delivery skills course. **Between the minimum 3 and maximum 3½ hours, only the student driver may terminate training.**
  - b. The DSI *must* terminate the course after the maximum allotted time of 3½ hours has been reached.
2. Controlled driver training on the large truck skills course stations: Each student has a minimum of 3 hours to complete and *pass* the course.

#### **Time Allotted for Specific Stations — Delivery Skills Course**

Although the maximum time allotted for the entire course is 3½ hours, there is no specific time allotment for each station. This gives the DSI flexibility to adjust station time based on local driving requirements. For example, in some parts of the country curbside delivery is not a major requirement for new drivers, so the DSI could reduce the time spent at the station. (However, the DSI could also decide not to reduce time at the curbside delivery station because of the skills it develops in handling vehicles and dealing with vehicle clearances.)

#### **Instructions for Specific Stations — Delivery Skills Course**

For each station, DSIs will tell student drivers the following:

1. *Parallel Park Station.* Skill sets that students gain at this station will help them to learn about vehicle clearances, use of mirrors, and vehicle pivot points.
2. *U-Turn and 3-Point-Turn Station (Optional).* Inform students of the following:
  - a. State department of motor vehicles rules about making U-turns.
  - b. Skill sets they gain from this exercise will assist them to make U-turns properly (where permissible) and in accordance with state regulations.
  - c. Many Postal Service delivery routes require the ability to make U-turns and 3-point turns. Make these turns *only* at approved locations shown on the delivery route map.
3. *Angled-Turn Station.* Skill sets students gain from this exercise will help them to identify blind spots and position RHD vehicles properly when they merge with traffic at angled intersections.
4. *Offset Backing Station.* Skill sets students gain from this exercise will help them to identify the pivot point of the vehicle, use mirrors, back up to docks, and back into parking spaces.
5. *Intersection Station.* Student drivers will employ the skill sets learned during classroom training. Students should know the following:
  - a. Failure-to-yield accidents are very common in the Postal Service (either the Postal Service driver or a member of the public fails to yield).
  - b. Failure-to-yield accidents are dangerous; they frequently cause injuries.
  - c. Students must understand why it is necessary to do a “head bob” when looking left out of an LLV or FFV.
6. *Curbside Delivery Station.* Tell students that:
  - a. Skill sets gained from this exercise will help students learn about vehicle clearances (horizontal and vertical) and handling characteristics of delivery vehicles.
  - b. Several tasks must be completed at this station; the tasks simulate real curb-box delivery scenarios they may encounter on the job.
7. *In-lane Station (Optional).* Skill sets gained from this exercise will help them to position and maintain the vehicle within the proper lane while driving.

**Notes:**

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## Appendix C

# Delivery Skills Course

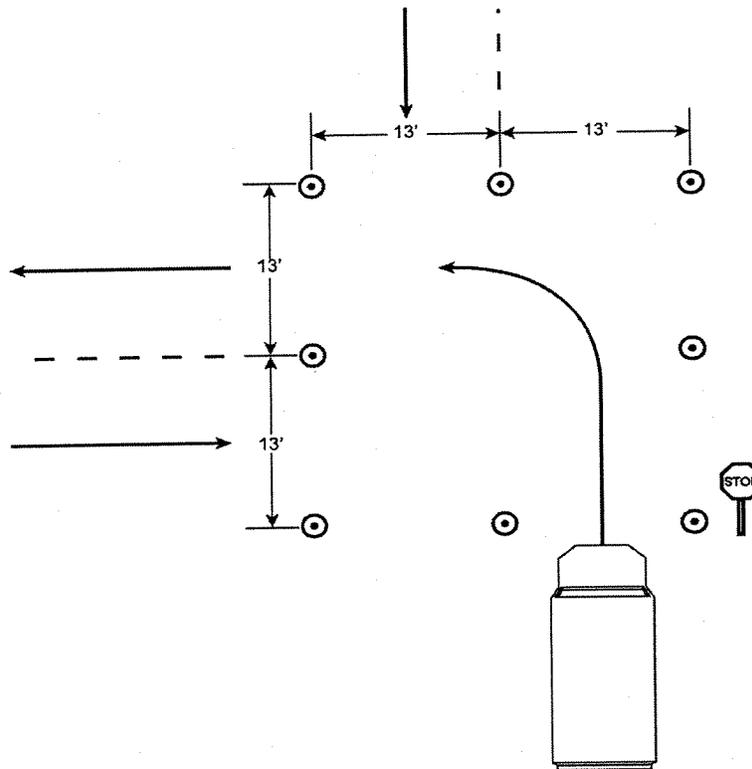
This section describes the Delivery Skills Course for the Postal Service's right-hand-drive (RHD) delivery vehicles. It includes tasks, diagrams, and instructions for conducting training activities. While the stations and activities may be performed in any order, it is suggested that the curbside delivery station and activities be last. The delivery course skills stations are listed below:

1. Intersection — 6 tasks
2. Angled Right Turn
3. Offset Backing
4. Parallel Parking
5. U-Turn and 3-Point Turn (Optional)
6. In-Lane Driving (Optional)
7. Curbside Delivery — 7 tasks

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## Intersection Station: Task 1

### Stop, Then Turn Left at Intersection



#### Activity:

Skill sets gained from this station and its various tasks will help the student to safely navigate an intersection. Instruct student drivers to rely on the skill sets they learned during classroom training.

Inform students that failure-to-yield accidents are very common in the Postal Service (either the Postal Service driver or a member of the public fails to yield), and failure-to-yield accidents are dangerous. They frequently cause injuries.

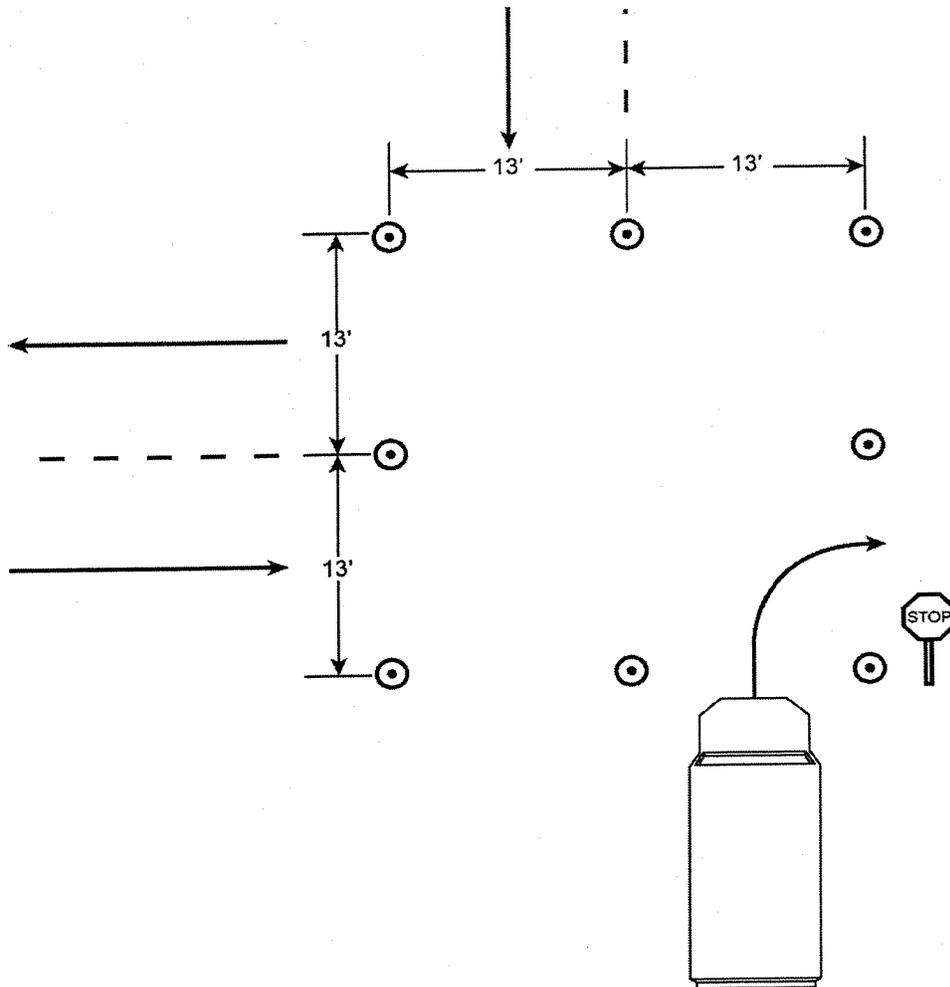
Also, help them understand why it is necessary to do a "head bob" when looking left out of an LLV or FFV.

#### Student Behaviors Desired and Observed:

1. Applies lap and shoulder belts and makes sure the door is closed before moving vehicle.
2. Comes to a complete stop behind the stop sign.
3. Looks left, right, left before entering intersection.
4. Uses "head bob" when looking left to see around left-hand-side mirrors and supports.
5. Proceeds into intersection — checking mirrors.
6. Squares up turn and does not cut corner.
7. Completes task in a timely manner without striking any cones.

## Intersection Station: Task 2

### Stop, Then Turn Right at Intersection

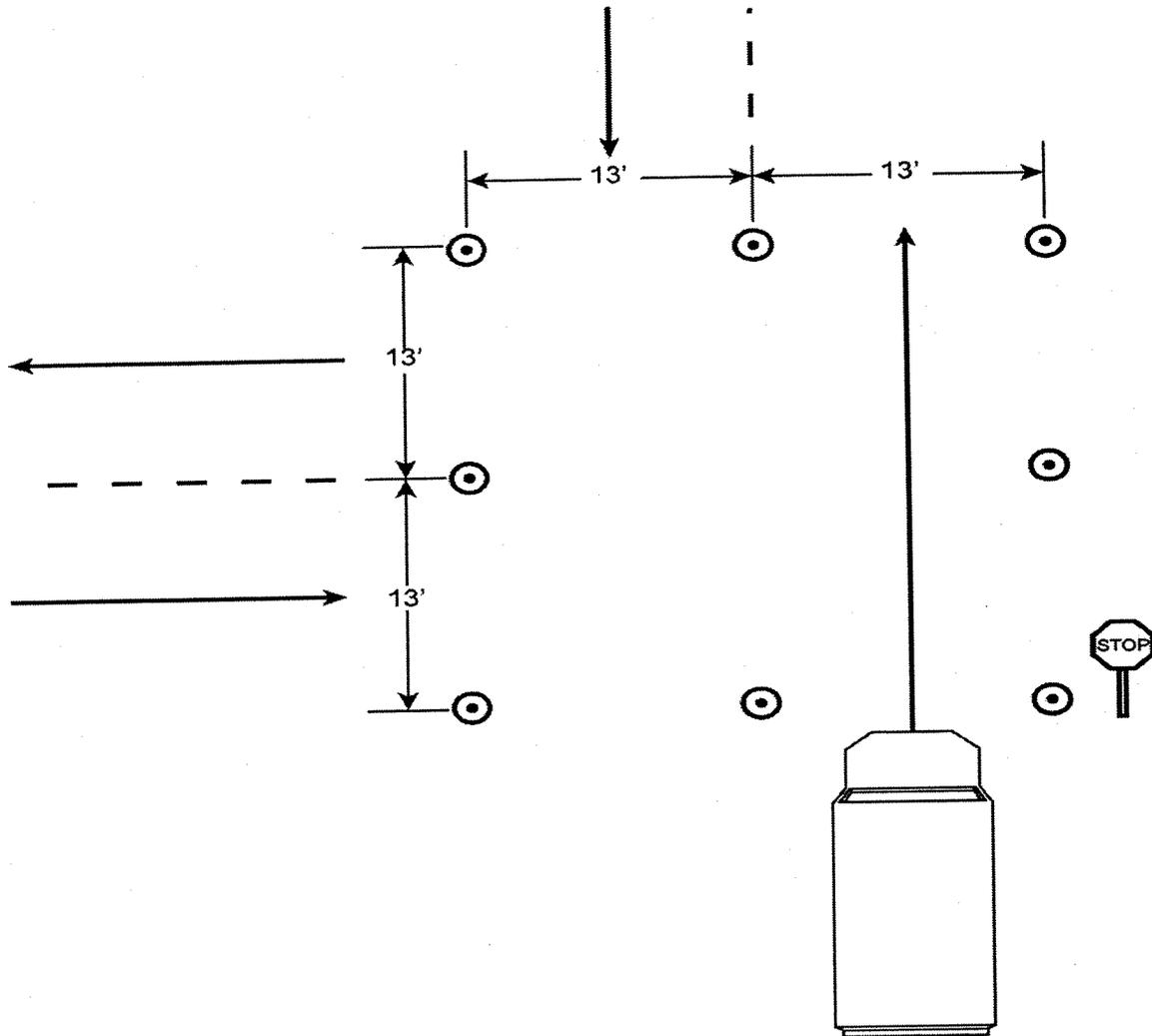


#### *Student Behaviors Desired and Observed:*

1. Applies lap and shoulder belts and makes sure the door is closed before moving vehicle.
2. Signals before arriving at intersection.
3. Comes to a complete stop behind the stop sign.
4. Looks left, right, left before entering intersection.
5. Uses "head bob" when looking left.
6. Proceeds into intersection — checking mirrors.
7. Squares up turn and does not cut corner.
8. Completes task in a timely manner without striking any cones.

### Intersection Station: Task 3

Stop, Then Go Straight Ahead Through Intersection

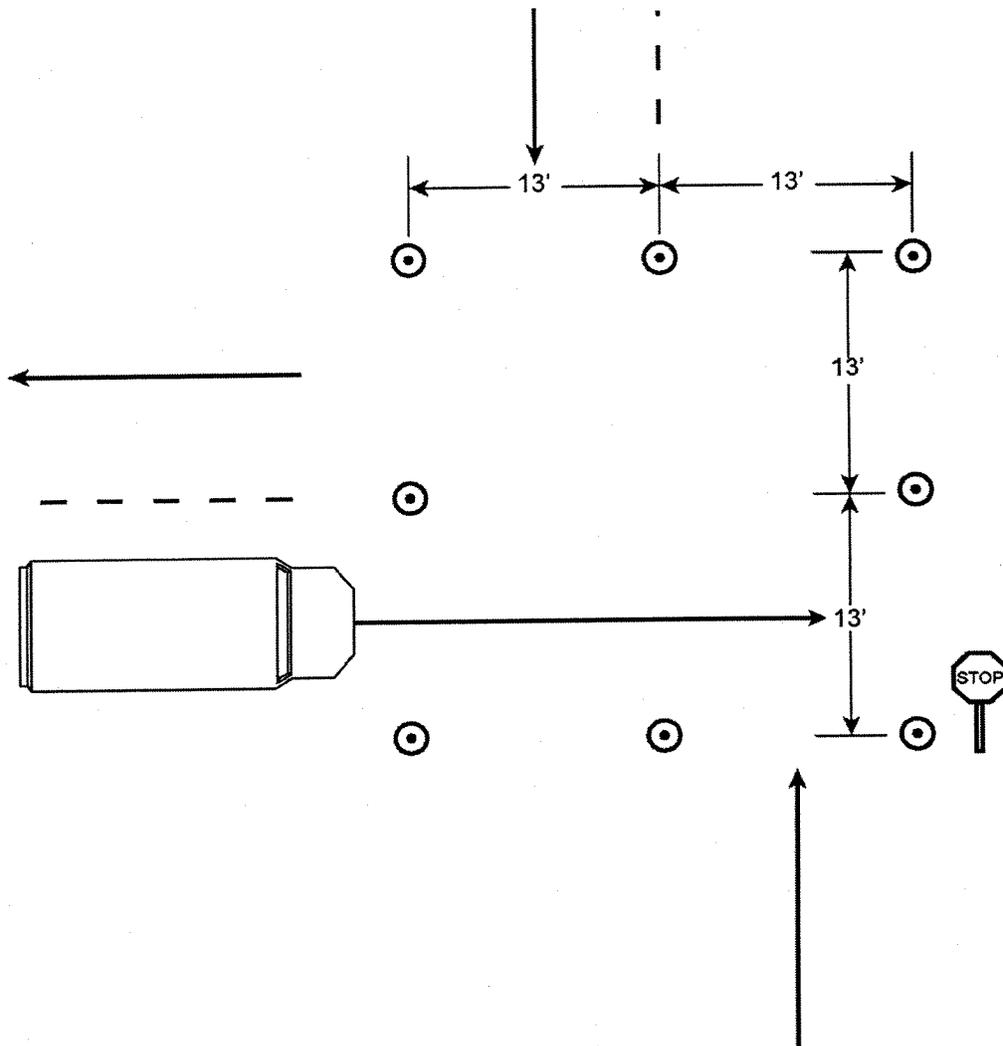


*Student Behaviors Desired and Observed:*

1. Applies lap and shoulder belts and makes sure the door is closed before moving vehicle.
2. Comes to a complete stop behind the stop sign.
3. Looks left, right, left before entering intersection.
4. Uses "head bob" when looking left.
5. Periodically checks mirrors before, during, and when leaving the intersection.
6. Completes task in a timely manner without striking any cones.

## Intersection Station: Task 4

### Go Straight Ahead Through Intersection (No Stop Sign)

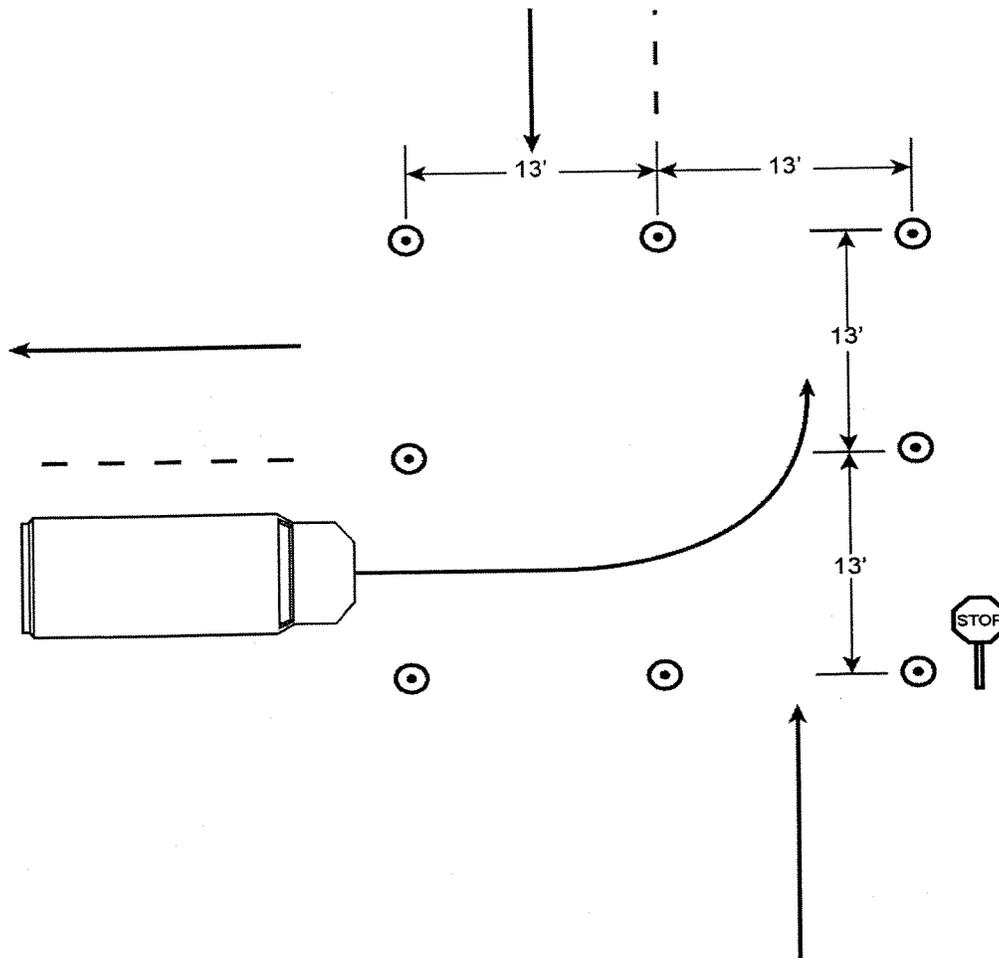


#### *Student Behaviors Desired and Observed:*

1. Applies lap and shoulder belts and makes sure the door is closed before moving vehicle.
2. Slows down when approaching intersection.
3. Looks left, right, left before entering intersection.
4. Uses "head bob" when looking left.
5. Periodically checks mirrors before, during, and when leaving intersection.
6. Completes task in a timely manner without striking any cones.

## Intersection Station: Task 5

### Go Through Intersection, Turn Left (No Stop Sign)

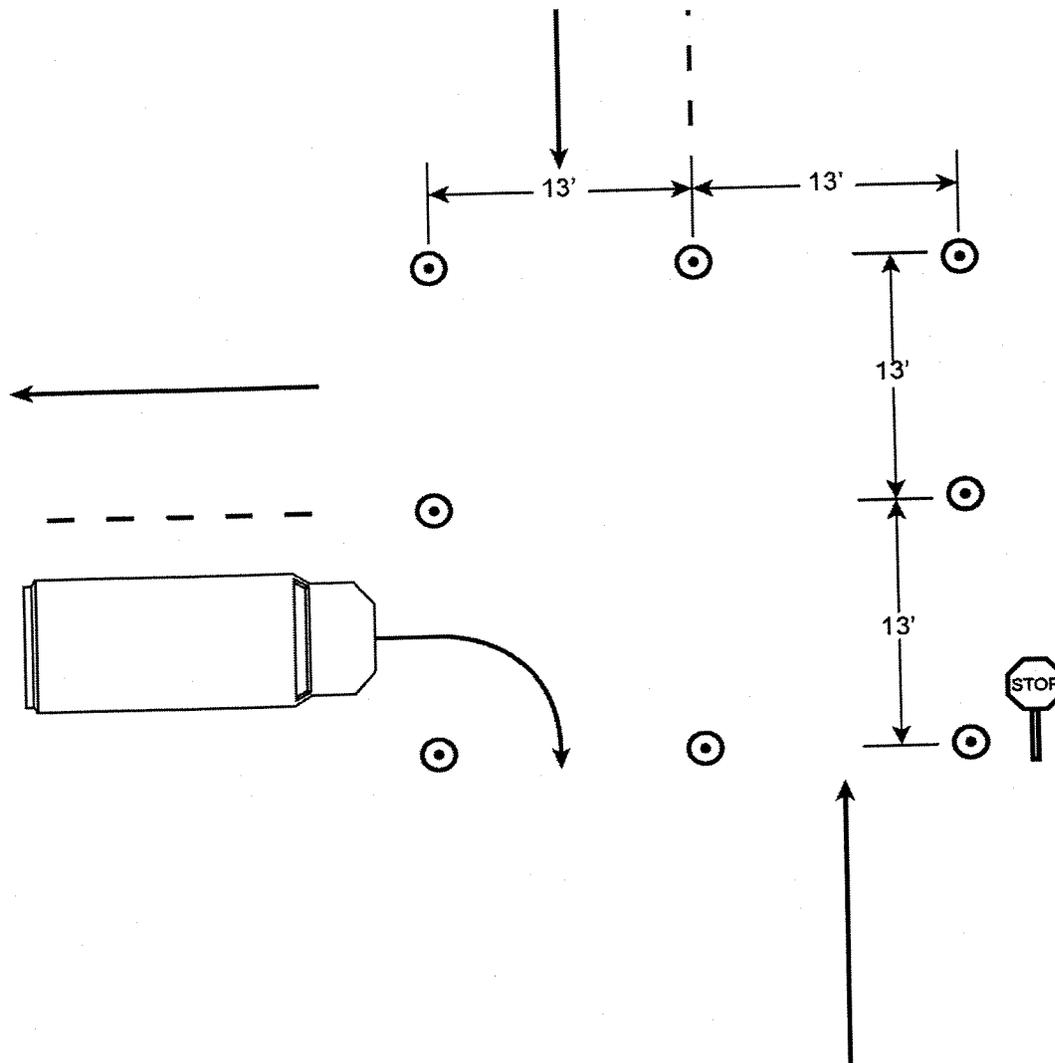


#### *Student Behaviors Desired and Observed:*

1. Applies lap and shoulder belts and makes sure the door is closed before moving vehicle.
2. Signals before approaching intersection.
3. Slows down and positions vehicle in anticipation of turn while approaching intersection.
4. Looks left, right, left before entering intersection.
5. Uses "head bob" when looking left.
6. Periodically checks mirrors before, during, and when leaving intersection.
7. Squares up turn and does not cut corner.
8. Completes task in a timely manner without striking any cones.

## Intersection Station: Task 6

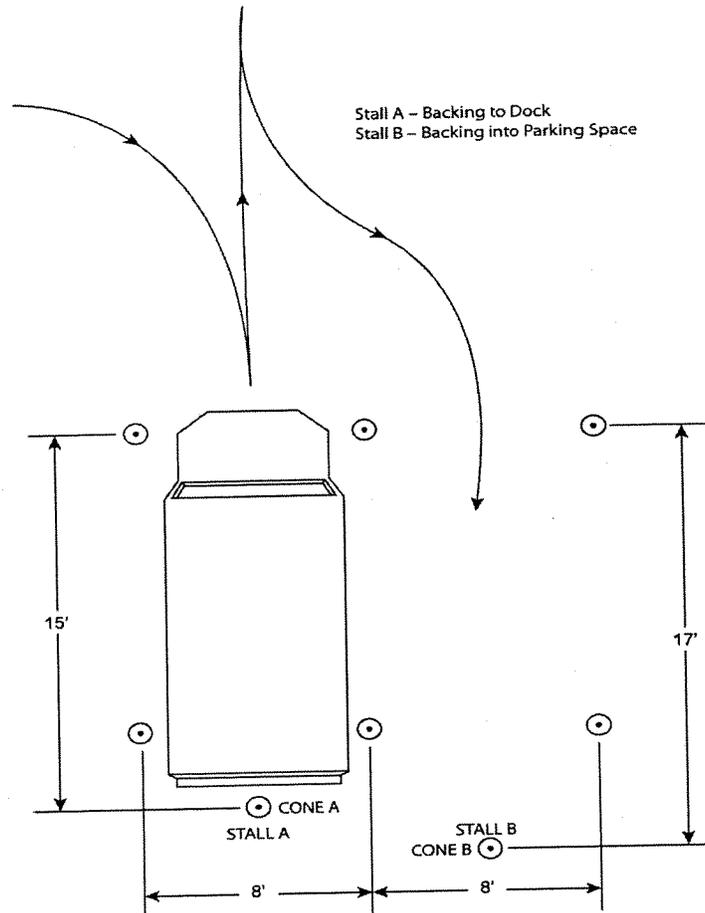
### Go Through Intersection, Turn Right (No Stop Sign)



#### *Student Behaviors Desired and Observed:*

1. Applies lap and shoulder belts and makes sure the door is closed before moving vehicle.
2. Signals before approaching intersection.
3. Slows down and positions vehicle in anticipation of turn while approaching intersection.
4. Looks left, right, left before entering intersection.
5. Uses "head bob" when looking left.
6. Periodically checks mirrors before, during, and when leaving intersection.
7. Squares up turn and does not cut corner.
8. Completes task in a timely manner without striking any cones.

## Offset Backing Station Back Up at an Angle (Offset Backing)



### Activity:

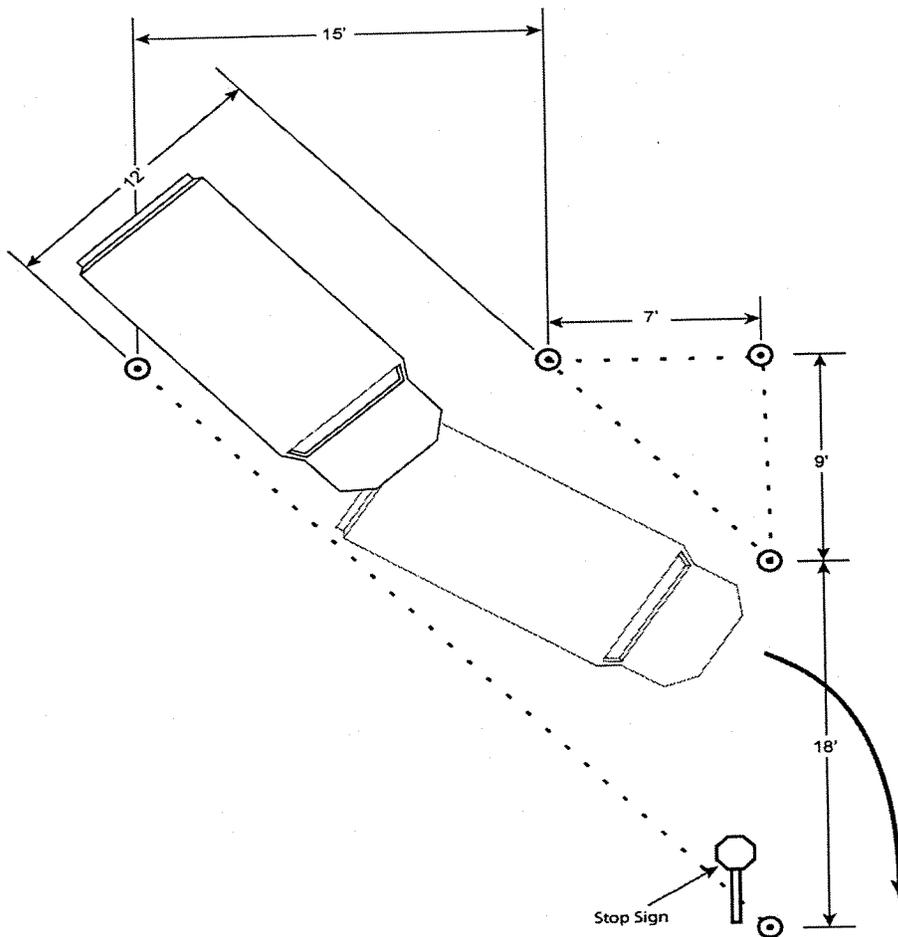
Skill sets gained from this exercise, including identifying the vehicle's pivot point and using mirrors, will enable students to safely back to docks and into parking spaces.

### Student Behaviors Desired and Observed:

1. Applies lap and shoulder belts and makes sure the door is closed before moving vehicle.
2. Pulls forward approximately 30 feet from stall when moving from stall A to stall B.
3. Uses mirrors to back up.
4. Uses rear vision camera where applicable.
5. Sounds horn before backing up (optional).
6. Makes sure the rear bumper is within 1 foot of cone A or B.
7. Centers vehicle in each stall.
8. Exits properly and secures vehicle after backing into each stall.
9. Completes tasks of properly backing into both stalls in less than 2 minutes without hitting any cones.

## 10. Angled-Right-Turn Station

### Turn Right at an Angled Intersection



#### Activity:

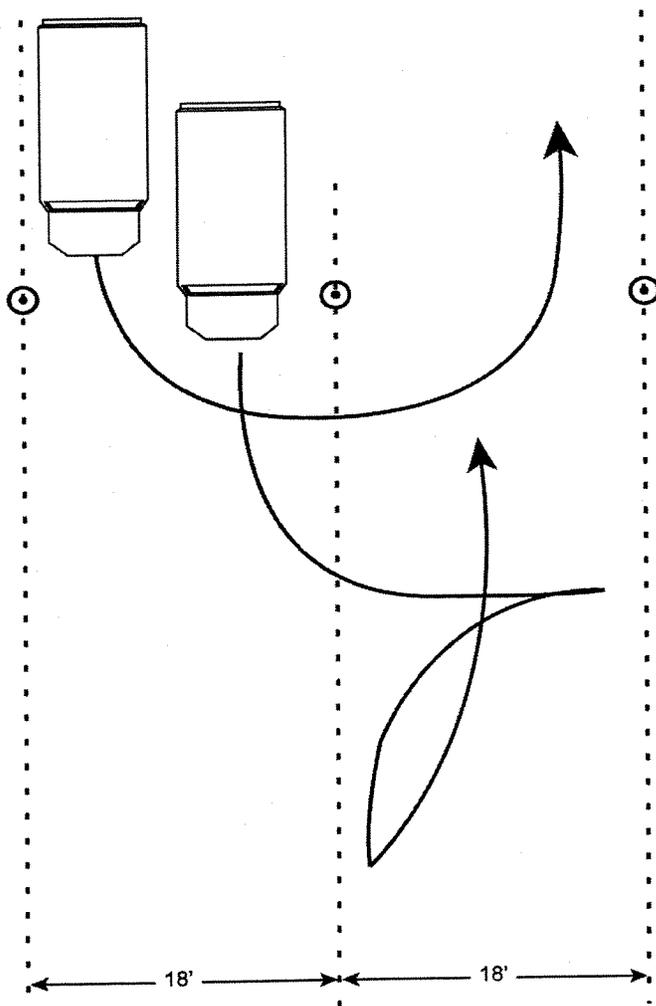
Skill sets gained from this exercise will help students identify blind spots and properly position RHD vehicles when merging with traffic at angled intersections.

#### Student Behaviors Desired and Observed:

1. Applies lap and shoulder belts and makes sure the door is closed before moving vehicle.
2. Activates right-turn signal when approaching angled intersection.
3. Anticipates turn and squares up vehicle upon approaching the stop sign so driver can see farther to left.
4. Comes to a complete stop behind the stop sign.
5. Looks left, right, left before entering angled intersection.
6. Uses "head bob" when looking left.
7. Demonstrates safe, smooth and controlled turns.

## U-Turn and 3-Point Turn Station (Optional)

### Make U-Turn and 3-Point Turn



#### *Activity:*

This exercise helps students learn the turning radius of delivery vehicles.

Skill sets gained from this exercise will assist students to make U- and 3-point turns properly and in accordance with state regulations.

Inform students to, first, make a U-turn from the right curb, then attempt another U-turn from the left lane. Students should be able to complete a U-turn from the right curb without backing. However, when attempting the U-turn from the left lane, students discover that a 3-point turn is necessary.

#### *The DSI must:*

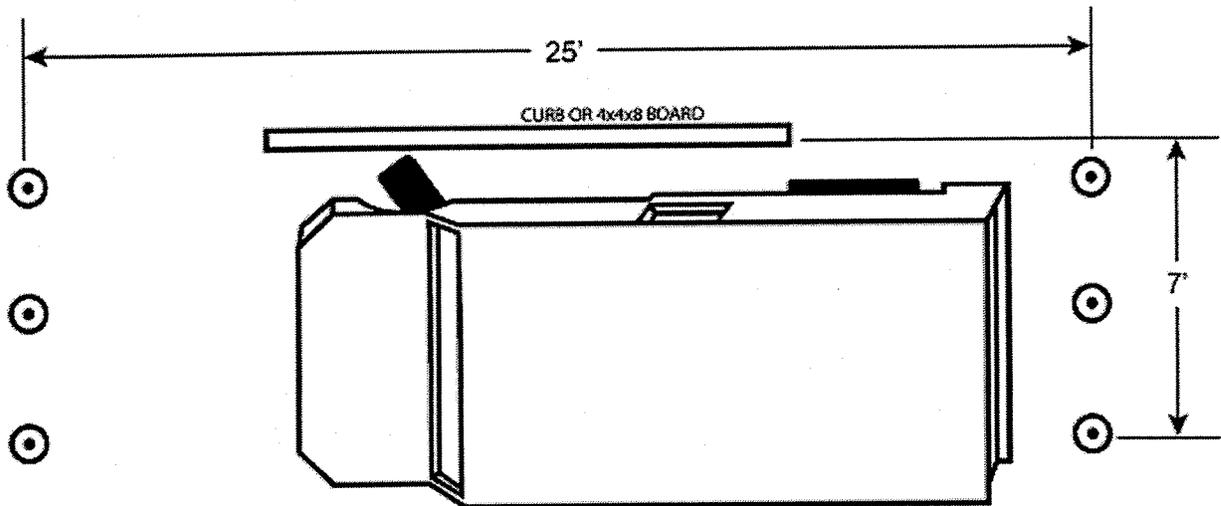
1. Instruct students regarding Postal Service requirements and local and state motor vehicle laws for U-turns and 3-point turns.
2. Remind students that U-turns and 3-point turns must be performed legally and only at previously approved locations.

#### *Student Behaviors Desired and Observed:*

1. Applies lap and shoulder belts and makes sure the door is closed before moving vehicle.
2. Activates turn signal before initiating turn.
3. Checks mirrors before starting and while making the turn.
4. Checks mirrors after completing the turn.
5. Places the vehicle in the center of the lane going in the opposite direction when initiating U-turn from right curb.
6. Completes the U-turn without backing up and without striking any cones when initiating U-turn from right curb.
7. Completes the 3-point turn, backing up only once when initiating U-turn from left lane.

## Parallel Parking Station

### Parallel Parking



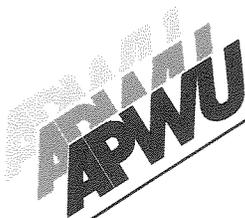
#### *Activity:*

Skill sets that students gain at this station will help them to learn about vehicle clearances, use of mirrors, vehicle pivot points, and securing a vehicle properly. Unless required by local guidelines, the front tire does not have to touch the curb, just be turned toward it.

Note that this maneuver may also be done with the vehicle's left side toward the curb if local delivery conditions require it (e.g., on one-way streets).

#### *Student Behaviors Desired and Observed:*

1. Applies lap and shoulder belts and makes sure the door is closed before moving vehicle.
2. Centers vehicle within cones.
3. Curbs front wheels, tires turned toward the curb.
4. Makes sure back wheels are no more than 12 inches from curb.
5. Secures vehicle properly upon exiting.
6. Completes parallel parking successfully within 1 minute from start to finish.



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

Robert C. Pritchard  
Director

Michael O. Foster  
Assistant Director

### Motor Vehicle Division

202.842.4240 (Office)  
202.289.3746 (Fax)

### National Executive Board

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Executive Vice President

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Industrial Relations Director

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Director, Maintenance Division

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Director, MVS Division

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Central Region

Jim Burke  
Eastern Region

Elizabeth "Liz" Powell  
Northeast Region

Frankie L. Sanders  
Southern Region

Omar M. Gonzalez  
Western Region

## Article 19 - 15 Day Statement

October 11, 2006

Mr. Doug Tulino  
Vice President, Labor Relations  
U.S. Postal Service, Room 9014  
475 L'Enfant Plaza  
Washington, D.C. 20260

Re: Article 19 Statement of Issues and Facts, APWU No. A19V20061  
USPS No., Cert No. 7004 2510 0001 0439 0022

Dear Mr. Tulino:

The above referenced case was appealed to arbitration on 9/18/2006 in accordance with Article 19 of the Collective Bargaining Agreement. Article 19 provides that within fifteen days after an issue has been submitted to arbitration, each party shall provide the other with a statement in writing of its understanding of the precise issues involved, and the facts giving rise to such issues. The parties mutually agreed to extend the time limits for the submission of statements.

The following is the APWU's statement of issues and facts concerning this case.

The EL-804 Handbook has many provisions that are in conflict with the National Agreement and are not fair, reasonable, or equitable. For example, the introduction to the EL-804 Handbook provides, for the first time, that a driver can lose his driving privileges for merely receiving a citation without a conviction. A citation by itself does not constitute guilt. This decision is clearly not fair, reasonable, or equitable, and is inconsistent with the "just cause" provisions of Article 16 of the National Agreement.

Another example of language in Handbook EL-804 that is not fair, reasonable, or equitable, and is in conflict with the language of the National Agreement, is that the EL-804 does not, require an initial road test for all employees who have driving as a part of their duties. Further, EL-804 has an entire section on Road Test Examiners that establishes a bargaining unit position outside of the contractual procedure, and creates a position that employees may not bid upon. Further, the duties and responsibilities of that position are not addressed under the normal contractual procedures. The result of these provisions will be to shift

work away from the Driving Safety Instructor job classification in the Motor Vehicle Craft to other crafts.

Some other examples of provisions of the EL-804 Handbook which are not fair, reasonable, or equitable, and which are in conflict with terms of the National Agreement are: 1.) The duties of the on-the-job instructor shifts work from the DSI to other bargaining units other than the Motor Vehicle Craft. 2.) In chapter 2 of the EL-804 pertains to many instances where employees are treated unequally, and the rules do not apply to every bargaining unit employee who drives a vehicle for the Postal Service equally. 3.) The request for medical information goes beyond the normal bounds of those requests because it does not limit medical information to that which would effect the operation of a vehicle. 4.) Physicals have been removed from certain classes of employees, but not for others, without explanation or justification. 5.) Many areas of Chapter 3 go beyond the bounds of the terms of the collective bargaining agreement, in terms of directing people to drive, and issues that revolve around vehicle familiarization. 6.) It is the APWU's position that there are many parts of Chapter 3 that have a direct and negative impact upon the safety of bargaining unit employees as it relates to their being familiar with the vehicle. 7.) There are sections of Chapter 4 of the EL-804 that effect the obligation of the Postal Service to provide transportation that has a direct and negative effect on wages, hours, and working conditions of bargaining unit employees. 8.) The EL-804 raises issues concerning medical conditions, disregard for personal safety, and the revocation and suspension of licenses that clearly deviates from provisions of the National Agreement, and from accepted past practice and further has a negative impact on wages, hours, and working conditions of bargaining unit employees. 9.) In Chapter 5 of the EL-804 the Postal Service seeks to reverse the decision by Arbitrator DAS that the Driving Instructor Examiner must be qualified on all vehicles at the local post office. This change is not only not fair, reasonable, or equitable, it is directly inconsistent with the DAS award and the National Agreement. 10.) Chapter 5 of the EL-804 shifts work from the full time DSI's and transfers that work primarily to the Ad-Hoc which has a negative impact the Motor Vehicle bargaining unit as does the remaining part of Chapter 5 dealing the road test examiner. This provision is not only not fair, reasonable, or equitable, it is in conflict with Article 7.3 of the National Agreement which states, "employers shall maximize the number of full-time jobs". By adding Ad-Hoc the Postal Service is clearly reducing the number of full-time jobs. 11.) EL-804 discontinues training opportunities for motor vehicle and tractor trailer training. It has been a long standing practice for the Motor Vehicle Operators to receive such training. These provisions of the EL-804 are therefore in conflict with provisions of Article 32 and 33, and previous training manuals which contain instructions for this training. 12.) Chapter 7 of the EL-804 changes who does Pit Training and has shifted the responsibilities of the work from the Motor Vehicle Craft to other crafts, and to non bargaining unit employees. This provision is not fair, reasonable, or equitable, and is in conflict with the National Agreement. 13.) In Chapter 7 where it sets out reasons for revoking or suspending driving privileges, it is APWU's position that those

provisions are not appropriate, not fair, reasonable, or equitable, and are in conflict of the National Agreement.

Article 19 of the National Agreement includes the following obligation and requirement regarding notices of purposed changes to handbooks, manuals, or public regulations of the Postal Service that directly relate to wages, hours, and working conditions, as they apply to employees covered by the National Agreement, before such changes can be issued:

“The employer will furnish the union with the following information about each purposed change: a narrative explanation of the purpose and the impact on employees, and any documentation concerning the proposed change from the manager who requested the change, addressing its purpose and effect.”

A review of the information forwarded to the union indicates that the Postal Service has failed and refused to furnish the union with information required under Article 19, including each purposed change, a narrative explanation of its purpose and impact upon employees, and any documentation concerning the purposed change from the manager(s) who requested the change addressing its purpose and affect.

Furthermore, the Postal Service has failed to furnish this information at least sixty (60) days before it issued these proposed changes that directly relate to wages, hours, or working conditions, as they apply to employees covered by the National Agreement.

Finally, it is APWU's position that the Postal Service has refused to deal in good faith by its continued failure and refusal to furnish the APWU with each proposed change in the above-referenced handbooks, manuals, or published regulations, and with a narrative explanation of its purposed changes from the manager(s) who requested the change addressing its purpose and effect. The Postal Services action violates the parties' collective bargaining agreement, and constitutes an unfair labor practice.

The above are just some examples of changes which are not fair, reasonable, or equitable, and which are in conflict with the National Agreement. It is APWU's contention that the changes in the EL-804 are replete with changes that are not fair, reasonable, or equitable, and which are in conflict with provisions of the National Agreement.

Please contact me if you wish to discuss the matter.

Sincerely,



Robert Pritchard  
Case Officer

APWU #: A19V20061  
USPS #: 7004 2510 0001 0439 0022

Appeal Date: 9/18/2006  
Contract Articles: 19, Handbook or Manual  
Provisions;

cc: Industrial Relations



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

### Article 19 Appeal to Arbitration

September 19, 2006

Greg Bell, Director  
Industrial Relations  
1300 L Street, NW  
Washington, DC 20005  
202-842-4273 (Office)  
202-371-0992 (Fax)

Mr. Doug Tulino  
Vice President, Labor Relations  
U.S. Postal Service, Room 9014  
475 L'Enfant Plaza  
Washington, D.C. 20260

Re: New Handbook EL-804, Safe Driver Program  
APWU #: A19V20061; Cert #: 70022410000247622915

#### National Executive Board

William Burrus  
President

Cliff "C.J." Guffey  
Executive Vice President

Terry R. Stapleton  
Secretary-Treasurer

Greg Bell  
Industrial Relations Director

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Sharyn M. Stone  
Central Region

Jim Burke  
Eastern Region

Elizabeth "Liz" Powell  
Northeast Region

Frankie L. Sanders  
Southern Region

Omar M. Gonzalez  
Western Region

Dear Mr. Tulino:

In accordance with the provisions of Article 19 of the Collective Bargaining Agreement, the APWU appeals to arbitration the above referenced matter.

Article 19 provides that within fifteen days after an issue has been submitted to arbitration, each party shall provide the other with a statement in writing of its understanding of the precise issues involved, and the facts giving rise to such issues.

Please direct your statement of issues and facts to contact Robert Pritchard, case officer.

Time limits extended by mutual consent.

Sincerely,

  
Greg Bell, Director  
Industrial Relations

Appeal Date: 9/18/2006

Case Officer: Robert Pritchard  
Contract Article(s): 19, Handbook or Manual  
Provisions;

cc: Resident Officers  
Industrial Relations



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

**Robert C. Pritchard**  
Director  
Motor Vehicle Service Division  
1300 L Street, NW  
Washington, DC 20005  
(202) 842-4240 (Office)  
(202) 842-8517 (Fax)

### Article 15 - 15 Day Statement of Issues and Facts

November 14, 2006

#### National Executive Board

William Burrus  
President

Cliff "C. J." Guffey  
Executive Vice President

Terry Stapleton  
Secretary-Treasurer

Greg Bell  
Industrial Relations Director

James "Jim" McCarthy  
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Omar M. Gonzalez  
Western Region

Mr. Doug Tulino  
Vice President, Labor Relations  
U.S. Postal Service, Room 9014  
475 L'Enfant Plaza  
Washington, D.C. 20260

Re: APWU No.HQTV20065, USPS No.: Q00V4QC06218026,  
Cert. No.: 7004 2510 0001 0439 0367

Dear Mr. Tulino:

In reviewing the February 10, 2006 letter from Mr. John Dockins, Contract Administrator, Labor Relations, stating their Purchasing Policies, and Programs division had obsoleted the Handbook AS-707A in June of 1999, with out notification to the APWU, it is the APWU's contention that this letter indicates the USPS failed, or refused to furnish the APWU prior to this change with information required under Article 19, including: each proposed change, narrative explanation of its purpose, the impact this will have upon employees, as well as any documentation concerning the proposed change from the manager(s) who requested the change addressing its purpose, and affect. Furthermore, the Postal Service failed to furnish this information within sixty (60) days before it issued these proposed changes that directly relate to wages, hours, and working conditions, as they apply to employees covered by the National Agreement.

It is APWU's position that the Postal Service has refused to deal in good faith by its continued failure, and refusal to furnish the APWU with each proposed change in the above-referenced handbooks, manuals, or published regulations. The Postal Services' action violates the parties' collective bargaining agreement, and constitutes an unfair labor practice.

November 14, 2006

Page 2

The above are just some examples of changes which are in conflict with the National Agreement. It is APWU's contention that the changes in the Handbook AS-707A are replete with changes that are not fair, reasonable, or equitable, and which are in conflict with provisions of the National Agreement.

A letter dated April 19, 2006, was sent via fax, and certified mail to Mr. Dockins requesting a meeting to discuss the Handbook AS-707A being obsoleted. This letter also stated the time limits were extended by mutual agreement between the parties in order to schedule a meeting. The Postal Service failed to respond to our request for a meeting; therefore leaving the APWU with no other option but to appeal this case to arbitration.

The Handbook AS-707A is used in the grievance procedure when the Motor Vehicle Craft grieves sub-contracting at the VMF. Without use of this handbook, our ability is reduced, specific regulations are removed, and the interim purchasing guidelines have a disclaimer that voids all obligations of the Postal Service to follow any rules. Because of this disclaimer, use of the Voyager Credit card has been severely abused, and has been used as a means to avoid a paper trail. This makes it extremely difficult to determine when contracting out is occurring. In many cases, there is no reconciliation of the Voyager credit cards to the vehicles. The Postal Service assured the APWU reconciliation would occur when the Voyager Credit cards are used to perform vehicle maintenance work. These problems would not have occurred under the provision of the Handbook AS-707A. The APWU believes that those areas that affect wages, hours, and working conditions, and the use of sub-contracting are very important. Some examples of our issues, but certainly not a complete listing, include the removal of Chapter 1.4.1. Even though the Postal Service had reached an agreement with the APWU to place this information into the P0-701, it has been over 12 years, and the Postal Service has not done this despite numerous inquiries and commitments. Also, Section 1.4.1 states specific restrictions that apply to the use of vehicle maintenance agreements that are for all contracts in the VMF that exceeded a specific dollar amount. These restrictions also put limits on modifications to vehicles, and vehicle washing and polishing by people outside the bargaining unit. It also puts a total restriction of the years on the terms of these agreements. Chapter 2 of the Handbook AS-707A has information regarding submitting requests for contracts, and this allows the APWU to properly track this bargaining unit work that the Postal Service is attempting to sub-contract. Chapter 2 also lists the required information needed to address insurance issues, and mandates a lead time that allows the APWU to properly investigate such issues which will help protect postal employees. With the interim guidelines, Section 3 becomes even more important, because it requires review of the request, and a method of source selection, as well as how the solicitation is prepared. All these guidelines allow the APWU the possibility of tracking the work that is being out sourced. There is also an hourly wage determination in Chapter 3 of the Handbook AS-707A that will aid in preventing sub-standard wages, and working conditions. Chapter 3 also supports how the proposal is evaluated in terms of the price, the contractor's responsibilities, and how the contractor is selected. Chapter 3 addresses how a contract is awarded, and the required paper work needed when a sub-contract is awarded. Chapter 4 addresses contract administration, and safety issues regarding quality control of work. This helps monitor when work is being sub-contracted out, or performed in a sub-standard manner. Chapter 4 of the Handbook AS-707A

November 14, 2006

Page 3

also aids in evaluating performance, contract termination if warranted, and requires the VMF to establish a file that will allow tracking the of the bargaining work being sub-contracted.

The APWU believes the Voyager credit card has been used to prevent tracking of this work and currently, in the field, there is no requirement for any solid rules regarding sub-contracting, and the administration of these contracts. Schedules and exhibits go on to refine these requirements, and give concrete examples of how this is done, so this handbook and manual does affect the wages, hours, and working conditions, because it governs how the VMF bargaining unit work is sub-contracted, and the obligations of all the parties involved.

The APWU believes that this is a violation of Article 19 because the changes are not fair, reasonable, or equitable.

Please contact my office with your comments regarding these issues.

Sincerely,



Robert Pritchard  
Case Officer

APWU #: HQTV20065  
USPS #: Q00V4QC06218026

Dispute Date: August 30, 2006  
Contract Articles: ; 19, Handbooks or Manual  
Provisions

cc: Industrial Relations

RCP/yd//opeiu #2//afl-cio

---

Mr. Michael O. Foster, Assistant Director  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, NW  
Washington, DC 20005-4128

RE: Q00V-4Q-C05069239  
Washington, DC 20260-4100

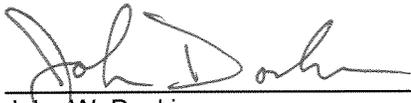
Dear Mr. Foster:

Recently, we met to discuss the above-referenced case which is currently pending arbitration at the national level.

The issue presented pertains to the policy of disallowing insulin controlled diabetics with a valid Commercial Driver's license from operating a postal commercial motor vehicle, which weighs 26,001 pounds or greater.

Effective immediately, insulin dependent diabetic drivers who possess a valid Commercial Drivers License (CDL) are not longer automatically disqualified from operating vehicles 26,001 pounds and above. Instead, such drivers must now undergo an individual medical assessment to determine if they are qualified to operate a postal commercial motor vehicle.

Please sign and return the enclosed copy of this decision as your acknowledgment of the agreement to close Case Q00V-4Q-C05069239 in its entirety and remove it from the pending national arbitration list.

  
\_\_\_\_\_  
John W. Dockins  
Manager  
Contract Administration (APWU)  
USPS

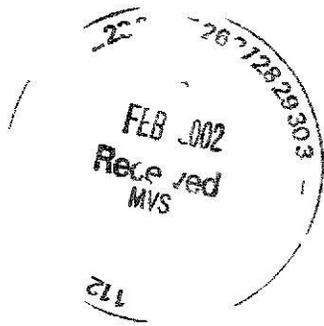
  
\_\_\_\_\_  
Michael O. Foster  
Assistant Director, Motor Vehicle Division  
American Postal Workers Union,  
AFL-CIO

Date: 1-31-08



February 19, 2002

Mr. Robert C. Pritchard  
Director  
Motor Vehicle Service Division  
American Postal Workers Union  
AFL-CIO  
1300 L Street NW  
Washington, DC 20005-4127



Dear Bob:

This is in reply to your September 20 and October 30, 2001 correspondence and the Postal Service's subsequent discussions concerning the issuance of a one-year physical card for commercial motor vehicle drivers.

As discussed, the Postal Service has mirrored the Department of Transportation's (DOT), Federal Motor Vehicle Safety Administration regulations at 49 C.F.R. § 391.41, entitled "Physical Qualifications for Drivers." Based on your concerns and our subsequent discussions, the following review process will be used to allow for resolution of medical evaluation conflicts:

An employee may appeal the results of the physical to a higher level ranking Postal Service Physician. For example, if the physical is performed by a community based contract physician and the employee disagrees with the risk assessment, the employee may then ask the Associate Area Medical Director (AAMD) to review the case. If the AAMD concurs with the contract physician and the operator still wishes to pursue the objection, an independent physician, chosen jointly by the employee and the AAMD, is asked to review the case, examine the employee and render an assessment. This assessment is accepted as final.

Should there be any questions regarding the foregoing, please Rodney Lambson at (202) 268-3827.

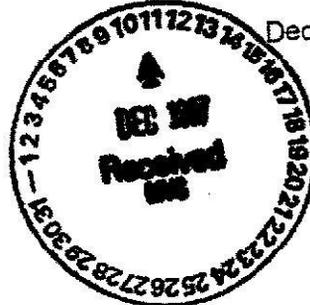
Sincerely,

Peter A. Sgro  
Manager  
Contract Administration

LABOR RELATIONS



Mr. Robert C. Pritchard  
Director, Motor Vehicle Services Division  
American Postal Workers Union,  
AFL-CIO  
1300 L Street, NW  
Washington, DC 200054107



December 10, 1997

Dear Mr. Pritchard:

This responds to your inquiry to Thomas J. Valenti, of my staff, concerning procedures for resolving conflicts of medical evaluations for a Commercial Drivers License (CDL).

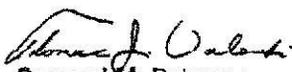
The procedure for the resolution of medical conflicts are as follows: A driver who is not certified for renewal of their license due to a medical condition may appeal the results of the physical to the next higher ranking Postal Service physician. For example, if the physical is performed by a contracted physician, and the driver disagrees with the risk assessment, that driver may then request the Associate Area Medical Director (AAMD) to review the case. If the AAMD concurs with the contract physician and the driver still wishes to pursue the objection, an independent physician, chosen jointly by the driver and the AAMD, is asked to review the case, examine the driver, and render an assessment. This assessment is accepted as final.

Peter Sgro's earlier letter to you regarding this issue stated that the Postal Service complies with laws applicable to us. Sec. 391.47 of the Federal Motor Carrier Safety Regulations (FMCSR), which was cited and attached to your September correspondence, is not applicable to the Postal Service to the extent that conflicts are not appealed to the Department of Transportation's (DOT) Office of Motor Carrier Research and Standards (OMCR&S). The Department of Transportation does not review examination conflicts arising from employees of the Postal Service.

Additionally, the July 31, 1996, letter addressed to you from Sam W. P. Rea, Jr., Acting Director of the Office of Motor Carrier Research and Standards, specifically stated that "there are several limited exceptions to the applicability of the FMCSRs [see 49 CFR 390.3(f)], including transportation performed by the Federal government, unless otherwise specifically provided in the FMCSRs."

If you have any questions regarding the foregoing, please contact Joyce Ong of my staff at (202) 268-6248.

Sincerely,

  
for Samuel M. Pulcrano  
Manager  
Contract Administration (APWU/NPMHU)

475 L'ENFANT PLAZA SW  
WASHINGTON DC 20260-4100

LABOR RELATIONS  
UNIFORM PROGRAM



TYPE 1 NAVY BLUE POLO SHIRT

Thank you for participating in this wear test. The U.S. Postal Service (USPS) and the American Postal Worker Union (APWU), is testing the possible introduction of a navy blue polo shirt to be included to the Type 1 uniform category, which includes motor vehicle operators. The polo shirt is 100 percent polyester with gray and red trim on the collar and the sleeves.

You will be testing this shirt for the fit, comfort, functionality, appearance, and color retention. Please wear this shirt as much as possible for the next two months and keep in mind the evaluation criteria. At the end of the wear test, you will be asked to evaluate the shirt for acceptability by completing a questionnaire.

By taking part in this study, your views, opinions, and preferences have the ability to influence uniform changes. It is very important that you complete the wear test evaluation and provide valid and accurate feedback on the shirt. All of your comments will be treated in confidence and are greatly appreciated.

**Instructions**

- ✓ Wear this shirt as often as possible.
- ✓ Clean and care for the test uniform as stated on the care label located on the inside of the garment.
- ✓ Evaluate the test uniform for suitability to your job, functionality, durability, ease of care/laundryability, and comfort.

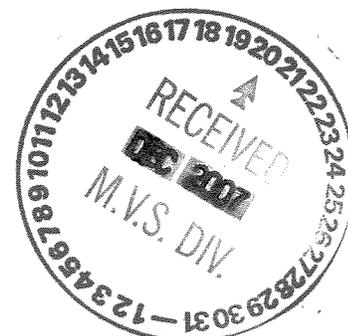
If there are any comments or concerns during the wear test, please contact your management representative Mike Meaker at 602-225-3348 and your union representative Steve Auerback at 602-620-1921. Thank you for participating in this wear test.

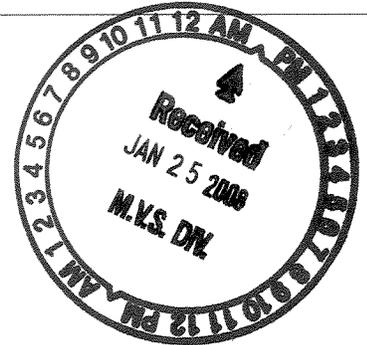
A handwritten signature in black ink, appearing to read "Angela L. Draughn".

Angela L. Draughn  
Labor Relations Program Coordinator  
U.S. Postal Service

A handwritten signature in black ink, appearing to read "Michael O. Foster".

Michael O. Foster  
Assistant Motor Vehicle Service Director  
American Postal Worker Union





January 22, 2008

Mr. Robert Pritchard  
Director, MVS Division  
American Postal Workers  
Union, AFL-CIO  
1300 L St NW  
Washington DC 20005-4128

CERTIFIED MAIL NUMBER:  
7002 0860 0006 9347 7081

Dear Bob:

This is in response to your inquiry regarding changes to Chapter 2 of Handbook PO-701, *Fleet Management*. You wrote that "the APWU believes the changes made in Chapter 2 of the handbook will affect wages, hours, and working conditions of our bargaining unit employees covered by Article 19 of the National Agreement."

The Postal Service is unaware of any changes and/or revisions made to Chapter 2 of Handbook PO-701, *Fleet Management*, since 2005.

Additionally, you requested any additional changes to this handbook made since 2005. A search of our records indicates that only one change was made during this timeframe. However, this change was made to Chapter 7, not Chapter 2 of the referenced document. Please find enclosed for your perusal, the notification dated, March 1, 2005, and the draft revision to Chapter 7 of Handbook PO-701, *Fleet Management*.

If you have any questions in regards to this matter, please contact Labor Relations Specialist, Clifton Wilcox, at (202) 268-5916.

Sincerely,

A handwritten signature in black ink that reads "John W. Dockins".

John W. Dockins  
Manager  
Contract Administration (APWU)

Enclosures: March 1, 2005 Notification  
Handbook PO-701, Fleet Management, Chapter 7 Draft Revision



CERTIFIED MAIL:  
7004 1160 0007 1013 6344

March 1, 2005

Mr. William Burrus  
President  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, N.W.  
Washington, DC 20005-4128

Dear Bill:

As a matter of general interest, we have enclosed a draft revision to Chapter 7 of Handbook PO-701, *Fleet Management*. The purpose of the revision is to clarify requirements and procedures related to disposal of surplus vehicles, and vehicle-related parts and equipment. We have also enclosed a copy of the text of Chapter 7 which identifies changes. This modification to Handbook PO-701 does not relate to the bargaining units within the meaning of Article 19.

If you have any questions concerning the foregoing, please contact Alan Moore of my staff at (202) 268-7795.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug A. Tulino".

Doug A. Tulino  
Manager  
Labor Relations Policies and Programs

Enclosures

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: LR505-012



Mr. William Burrus  
President  
American Postal Workers  
Union, AFL-CIO  
1300 L Street, N.W.  
Washington, DC 20005-4128

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature [Signature]  Agent  Addressee

B. Received by (Printed Name) [Signature] C. Date of Delivery 3-4-5

D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below:

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label)

7004 1160 0007 1013 6344



draft pending final approval

## Fleet Management

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Handbook PO-701

Draft November 2004

draft pending final approval

**1 Title**

draft pending final approval

## 2 Title

draft pending final approval

### 3 Title

draft pending final approval

**4** Title

draft pending final approval

**5 Title**

draft pending final approval

**6 Title**

draft pending final approval

## 7 Disposal of Surplus Postal Service Owned - Vehicles, Parts, and Equipment

### 71 Purpose

Retention of surplus Postal Service-owned vehicles and vehicle-related parts and equipment (including obsolete items) is costly due to their continuing expense requirements and overall deterioration as a result of prolonged storage. Prompt disposal of surplus vehicles and vehicle-related parts and equipment reduces the Postal Service investment in capital assets, avoids costly and unnecessary maintenance costs, and minimizes vehicle cannibalization costs. Sales can also generate revenue back to the Postal Service and contribute to its overall financial position.

### 72 Scope

This chapter contains policies and procedures for disposal of surplus Postal Service-owned vehicles and vehicle-related parts and equipment. See also *Postal Operations Manual* (POM), section 735. For information on recording proceeds of motor vehicle sales, refer to Handbook F-1, *Post Office Accounting Procedures*, part 79.

### 73 Responsibility

#### 731 **Headquarters Delivery Vehicle Operations**

Headquarters Delivery Vehicle Operations (VO) is responsible for directing, evaluating, and monitoring the disposal of vehicle disposals and vehicle-related parts and equipment. This responsibility includes directing the disposal of targeted groups of vehicles, developing and publishing Postal Service policy and procedures, and evaluating sales results and vehicle maintenance facility (VMF) disposal activities.

#### 732 **Philadelphia Vehicles Category Management Center**

The Philadelphia Vehicles Category Management Center (Vehicles CMC) is responsible for enabling disposal-related services such as vehicle preparation, Internet sales of vehicles via online auction, and live auction services.

#### 733 **District Manager**

The District Manager, through the manager of Vehicle Maintenance (MVM), is responsible for implementing, directing, evaluating, and controlling all vehicle and vehicle-related disposal activities within the cluster. This responsibility includes

identification, notification, and transfer of all excess vehicles to designated locations to meet service needs, and the proper and timely disposal of surplus vehicles.

#### 734 **Manager of Vehicle Maintenance**

The district Manager of Vehicle Maintenance (MVM), or designee has the following responsibilities:

- a. Ensure the training of all appropriate VMF personnel in vehicle disposal preparation, methods, and procedures.
- b. Determine which vehicles are to be disposed of, ensure their proper preparation for sale, and approve district vehicle sales.
- c. Approve all vehicle disposals requiring the cannibalization and scrap methods.
- d. Ensure that appropriate Postal Service forms are completed and processed properly.
- e. Ensure that vehicle disposal information is promptly and accurately input to the Vehicle Management Accounting System (VMAS) LAN and that resulting changes are reflected in the Vehicle Information Center (VIC) mainframe.
- f. Each month, review mainframe reports AEA850PO1, *VMAS Sub-Ledger/Assigned Location of Vehicle*, and AEA850PO2, *VMAS Subledger/Assigned Location (Storage)*; verify the accuracy of vehicle location and information with the local VMAS/LAN; and correct any discrepancies on the VIC mainframe.
- g. Each month, review report AEA750PO3, *VMAS Vehicle Disposal Listing*, and promptly notify the San Mateo Motor Vehicle Accounting Section (MAS) of any discrepancy.
- h. Each month, review report AEA925PO1, *Vehicle Sales Analysis Report*, and verify that the gain or loss on sales is correct.

#### 735 **Managers/Postmasters**

Local managers and postmasters are responsible for notifying the MVM of excess vehicles for reassignment or disposal as appropriate. Postmasters must comply with established procedures for handling and controlling funds received from vehicle sales conducted by VMFs.

## 74 Policy

### 741 **Excess Vehicles**

Postmasters and installation heads must identify to the MVM any vehicles determined to be excess to the needs of the function to which the vehicle is assigned. The MVM reassigns the vehicles to meet valid requirements within the cluster, and notifies the area Vehicle Maintenance Programs analyst (VMPA) of vehicles that are excess to the needs of the cluster. The area VMPA then reassigns the vehicles (except excess Postal Vehicle Service (PVS) vehicles - i.e., truck tractors, spotter tractors, cargo vans, or trailers) to meet valid requirements within the area, and notifies ~~Delivery Vehicle Operations (DVO)~~ of remaining excess vehicles. ~~DVO~~ will reallocate excess non-PVS vehicles to other areas as appropriate and will contact Headquarters Surface Operations for authorization of any PVS vehicle reassignments.

**742 Criteria for Disposal**

A vehicle must meet at least one of the following criteria for disposal:

- a. The vehicle has been replaced.
- b. The vehicle is uneconomical to repair.
- c. The vehicle is no longer needed within the Postal Service.

**743 Vehicle Storage**

If the MVM determines that a vehicle fits one or more of the criteria for disposal, the MVM has 60 days to store and dispose of the vehicle. The MVM must place such a vehicle into storage as soon as possible after making the decision.

**75 Preliminary Vehicle Disposal Procedures****751 Prior Approval**

The MVM provides prior approval for all vehicle disposal transactions. Also, the proper personnel must complete required forms prior to disposal. See 77.

**752 Removal of Mail, Mail-Related Equipment, and Postal Service Decals, Markings, and License Plates****752.1 Removal of Mail and Mail-Related Equipment**

VMFs must ensure that all mail and mail-related equipment are removed and handled properly.

**752.2 Removal of Postal Service Decals, Markings, and License Plates**

VMFs must ensure that Postal Service decals or markings are removed from vehicles prior to their disposal. Under no circumstances may Postal Service mail-hauling vehicles be sold with such decals or markings still on the vehicles. Remove the beltline stripes, eagle logo, vehicle numbers, and other Postal Service markings, including any glue residue or "ghost" markings that indicate the vehicle's connection to the Postal Service, and repaint as necessary to effect vehicle sale. Remove Postal Service license plates or "P-tags" from all vehicles and record them back into the P-tag inventory for reuse or destruction. Remove state license plates and handle in accordance with state requirements.

**753 Safety Inspections and Emissions Inspections****753.1 Safety Inspections**

VMFs have the following responsibilities regarding safety inspections:

- a. Inspect all vehicles offered for sale.
- b. Note all known defects and disclose them to potential buyers or the authorized sales firm.
- c. Inspect tires and brakes to ensure that they meet minimum state specifications. If the applicable state does not require vehicle inspections, refer to *Vehicle Maintenance Bulletin V-07-98*, "Preventive Maintenance Inspection (PMI) Program" (June 1, 1998), as a specification guideline for tires and brakes. Disclose tire and brake measurements to potential buyers or the authorized sales firm.

**753.2 Emissions Inspections**

VMFs must provide any applicable emissions inspection information to potential buyers or the authorized sales firm in those states where such an inspection is required. Either the vehicle must be in compliance with the state emissions requirements, or the Postal Service must make the buyer or authorized sales firm aware of the deficiencies. The Postal Service must price the vehicles accordingly.

**754 Cleaning, Body Work, Painting, and Repairs**

Vehicles sold for other than scrap should be presented in clean condition. Invest in paint and minor repairs when those costs can reasonably be recovered through improved sales prices. Generally, vehicle preparation expenses (parts, materials, and labor, excluding decal removal costs) should not exceed 10 percent of the sale price of the vehicle. For each vehicle being prepared, document all preparation expenses on PS Form 4541, *Order-Invoice for Vehicle Repair (Commercial Work Order)*, or PS Form 4543, *Vehicle Maintenance Work Order*, or a contractor invoice. Open work orders are prohibited. When the expense to provide an operable vehicle cannot be justified, sell the vehicle as inoperable and state the reason(s) the vehicle is inoperable on all sales literature and documents.

**755 Warranty and Purchaser's Responsibility**

The Postal Service sells all vehicles "As Is, Where Is" without any guarantee or warranty, written or implied. No employee or agent of the Postal Service has authority to alter this provision. VMF sales personnel must encourage potential buyers to thoroughly inspect vehicles.

The following statement must appear on all sales brochures and bid forms:

The condition of the item offered is not guaranteed. Deficiencies, when known, have been indicated in the item description. However, absence of any indicated deficiency does not mean that the item may not have deficiencies. Buyers are cautioned to inspect before bidding or buying. The buyer assumes the responsibility and cost to have the vehicle inspected and registered as required by state and local government.

**756 Planning**

When planning a sale, select a sale method and location based on the number and type of vehicles for sale, their condition, and the local market. If selecting a local fixed-price sale, select a location that permits appropriate security during display and safe viewing by the public, and coordinate sale activities with Postal Police and the Inspection Service.

**757 Sales of Related Surplus Items**

VMFs may display and sell separately other surplus vehicle-related parts and equipment via eBay online auctions. Other surplus items that are obsolete for use at the VMF may be displayed and sold separately at local fixed-price or live auction sales. Examples are parts, service and parts manuals, and excess rims and tires that cannot be used on vehicles remaining in the fleet. Refer to the Vehicles CMC Web site for eBay preparation, listing, and disposal instructions. Access the Vehicles CMC web site at [http://blue.usps.gov/purchase/supplies/sup\\_veh\\_home.htm](http://blue.usps.gov/purchase/supplies/sup_veh_home.htm).

The buyer/agent provides the local Postal Service retail sales associate with payment in full by cash, approved credit card transaction, or cashier's check or

money order payable to "United States Postal Service." The retail sales associate issues PS Form 3544, USPS Receipt for Money or Services, to the buyer/agent. For surplus parts, record the revenue to General Ledger Account 52955.000, "Credits to vehicle supplies/services." For all other surplus, record the revenue to General Ledger Account 54963.156, "Miscellaneous equipment/collections from sales."

## 76 Vehicle Disposal Methods

### 761 **General**

The MVM must dispose of surplus vehicles by one of the following methods, except when VO unless Headquarters issues vehicle-specific instructions:

#### a. Sales:

- (1) eBay online auction (for disposal of non-mailhauling sedans, vans, and pickup trucks only).
- (2) Fixed-price sale, for authorized sales of right-hand-drive (RHD) vehicles to rural carriers only (see part 762.12).
- (3) Auction sale, live-auctions for all other vehicles not explicitly covered by items 1 and 2, conducted by an accredited auction firm authorized by the Vehicles CMC (see 763.3).

#### b. Vehicle cannibalization/scrap.

#### c. Authorized donation.

**Note:** To request disposal exceptions due to extreme circumstances, submit requests to the manager of VO at Headquarters, who considers requests on a case-by-case basis. The MVM may not pursue alternative methods of sales without written or e-mail authorization from the manager of VO.

### 762 **Sale Restrictions**

The following restrictions apply to disposal of Postal Service-owned vehicles by the sales method.

#### 762.1 **Right-Hand-Drive (RHD) Vehicles**

##### 762.11 **Quarter-Ton Postal Service Jeeps**

Do not sell quarter-ton Postal Service jeeps under any circumstance except for destruction as scrap.

Jeeps may not be sold or disposed of for any other purpose (including sales to rural route carriers or the general public). Crushing or shredding is the recommended means of disposal. The manager of the VMF (MVMF) must perform the following tasks:

- a. Complete a Vehicle Disposal Agreement (see Exhibit 762.11).
- b. Obtain the signature of the person who is purchasing and destroying the vehicle.
- c. Ensure that the vehicle is destroyed and that all portions of the Vehicle Disposal Agreement are adhered to.
- d. To the extent practicable, witness the destruction of the vehicles.

- e. Process the completed and authorized PS Form 4587, *Request to Repair, Replace, or Dispose of Postal-Owned Vehicle*, through the same channels as a cannibalized vehicle.

draft pending final approval

Exhibit 762.11  
Vehicle Disposal Agreement

[NOTE TO PRODUCTION: Insert text of agreement from previous edition. ]

draft pending final approval

762.12 **Other RHD Vehicles**

The following sales restrictions apply to disposal of other RHD vehicles:

- a. If other RHD vehicles are no longer required for local, district, or area service needs as determined in part 741, area VMPAs will advise VO of excess RHD vehicles. VO may reallocate the RHD vehicles to another area, or authorize their disposal and disposal method.
- b. If disposal of other non-Jeep RHD vehicles is authorized by VO, offer any other RHD those vehicles first to rural carriers in accordance with the Memorandum of Understanding entitled "Availability of USPS Surplus Vehicles," which is published on pages 121 and 122 in Handbook EL 902, Agreement Between the United States Postal Service and the National Rural Letter Carriers' Association. (This handbook is accessible on the corporate intranet at <http://blue.usps.gov/cpim/ftp/hand/el902.pdf>.) The MVM or MVMF will notify the local Rural Letter Carriers' Association representative and local delivery offices with rural delivery of planned sales of RHD vehicles, at appropriate fixed prices. For 2 business days, the MVM or MVMF will offer RHD vehicles only to rural carriers. Rural carriers who purchase RHD vehicles must certify that they will use the vehicles in conjunction with their duties as rural carriers. After 2 business days, the MVM or MVMF will offer remaining RHD vehicles to the general public dispose of remaining RHD vehicle(s) through an authorized national live auction firm in accordance with part 761a(3), unless VO issues alternative instructions.

762.2 **Postal Service Personnel**

The following Postal Service personnel are prohibited from purchasing surplus Postal Service-owned vehicles, regardless of the sales method used:

- a. Managers of Vehicle Maintenance (MVM).
- b. Managers of VMFs (MVMFs).
- c. Designees with the authority to declare vehicles excess and/or available for sale, set the initial sales price, or reduce the sales price of vehicles.

The following Postal Service personnel are prohibited from purchasing surplus Postal Service-owned vehicles under the conditions noted:

- a. PCES employees and immediate family members who reside in their household, regardless of the sales method used (with the exception of rural carriers purchasing RHD vehicles).
- b. VMF employees and immediate family members who reside in their household, for any fixed-priced sale or live auction (with the exception of rural carriers purchasing RHD vehicles).
- c. Postal Service employees with direct knowledge of the established reserve, for eBay online auctions.
- d. Postal Inspection Service and Office of Inspector General employees, for sales by the Inspection Service and Office of Inspector General, including forfeited and seized vehicles.

**Note:** No employee may use Postal Service computer equipment, computer logon IDs, or e-mail accounts for the purpose of participating in online auction sales.

763 **Vehicle Sales**763.1 **eBay Online Auction Sale**763.11 **~~Philadelphia Vehicle Category Management Center~~ Vehicles CMC Responsibilities**

The ~~Philadelphia Vehicles Category Management Center~~ (Philadelphia CMC) has established procedures to sell surplus Postal Service-owned vehicles and vehicle-related parts and equipment (including obsolete items) using eBay online auctions. This method is authorized only for disposal of non-mailhauling sedans, vans, and pickup trucks, and surplus or obsolete vehicle-related equipment. It allows VMFs to take advantage of eBay's highly visited and competitive online auction Wweb site to maximize potential revenue and minimize the VMF's direct involvement in the sale.

763.12 **MVM Responsibilities**

The MVM has the following responsibilities:

- a. Provide the Vehicles Philadelphia-CMC with a completed "Table 1 - Required Information for Listing." ~~You can access~~ this table from the corporate intranet as follows:
  - (1) Access the Philadelphia PMSC Vehicles CMC Web site at [http://blue.usps.gov/purchase/supplies/sup\\_veh\\_home.htm](http://blue.usps.gov/purchase/supplies/sup_veh_home.htm)  
<http://blue.usps.gov/purchase/material/pmsc/philadelphia>.
  - (2) Under "Vehicles CMC Information," click on Downloads.
  - (3) Under "Downloads," click on Disposals.
  - (4) Under "Downloads," click on Vehicle Disposal eBay Auctions Disposal Process.
  - (5) Under "Downloads," click on SOP for Online Auctions of Excess Vehicles.
  - (6) When the dialog box appears, either open the file directly or save it to your computer (following other prompts as they appear) and then open it.
  - (7) With the file open, scroll down to the last page of the document to locate Table 1.
- b. Ensure that the vehicle is in appropriate sales condition. ~~clean~~ Clean the vehicle inside and out and perform basic service (tire pressure, fluids, etc.) as needed. Be accurate about the condition of the vehicle - note any body damage, paint condition, interior tears in seats or carpets, overall mechanical condition, and known defects. Submit digital photos of the vehicle, including any damaged areas, if applicable. eBay allows four free pictures with each listing.
- c. In conjunction with the Vehicles Philadelphia CMC, and using the pricing methods in the 763.2 ("Fixed Price Sales"), establish the minimum price acceptable for the vehicle, also known as the "reserve price" using Kelly Blue Book ([www.kbb.com](http://www.kbb.com)) and Edmunds price guides ([www.edmunds.com](http://www.edmunds.com)) and the factors listed in 763.2.

**Note:** For all vehicles, including seized vehicles released for sale by the Postal Inspection Service, ~~the~~ Postal Service recommends a reserve price of the wholesale value less 10 percent. The eBay item listing does not show viewers this amount. Once the reserve price is met or exceeded, the eBay

listing states "Reserve Price Met," and the bidding continues until the posted end date and time of the sale.

**Note:** Sellers can typically achieve fair market returns by having realistic price expectations and setting enticing reserve price amounts.

Once the auction has begun, the MVM will not adjust the reserve price of a sale vehicle. If the reserve price is not met by the end of the auction, the MVM and the Vehicles Philadelphia CMC may agree to accept the highest bid, but if in such a case they do not agree to sell the vehicle at the highest bid, they will reevaluate the reserve price and will place the vehicle for auction at a later date.

- ~~d. Through the area Manager, Distribution Networks, notify highway contract carriers of the Postal Service's intention to sell vehicles that are rated as 2-Ton capacity or above. Provide a description of each vehicle, the web address ([www.ebay.com](http://www.ebay.com)), and the Seller ID (USPS-AL-PMSC).~~
- d. e. Designate a knowledgeable VMF point-of-contact to answer all reasonable inquiries from potential bidders for any offered vehicle. However, the VMF must not mail, fax, or otherwise transmit VMF and commercial vehicle repair records and other information contained in the vehicle jacket to potential bidders.
- e. f. For information about payment, release of vehicle, and shipping and transportation, see item 8 of the document "SOP for Online Auctions of Excess Vehicles" (see 763.12a for directions for accessing this document).

763.2

### Fixed-Price Sale

~~VMFs can use in this method for local sales of non-Jeep RHD vehicles to rural carriers in accordance with part 762.12. †The MVM establishes a sales price for each vehicle using a combination of the following:~~

- a. ~~Postal Service asset and salvage value (VMAS sub-ledger/VIC).~~
- b. ~~Kelly Blue Book ([www.kbb.com](http://www.kbb.com)) Local demand and local market knowledge.~~
- c. ~~Edmunds ([www.edmunds.com](http://www.edmunds.com)) Vehicle condition.~~
- d. ~~Local demand and local market knowledge Other requirements or guidelines issued by VO.~~
- e. ~~Vehicle condition.~~

The MVM should base the sales price on several factors:

- a. Getting as high a price as possible without incurring undue expense in sales preparation, sales activities, or prolonged retention in inventory.
- b. Setting the price between the wholesale and fair-market values, using the sub-ledger figures as a guide.
- c. Giving consideration to the prevailing price in the area for a comparable vehicle.

~~The MVM can also sell vehicles to a wholesale dealer at wholesale prices. This method can eliminate some of the security and expense issues. A wholesaler can make offers for a number of vehicles and pick them up as a group, eliminating time spent on individual fixed-price sales.~~

~~Note: When stockpiling vehicles for the wholesale option, the MVM must not exceed the 60-day disposal requirement.~~

764

## **Vehicle Cannibalization/Scrap**

Vehicle cannibalization is normally the most expensive means of vehicle disposal, so the Postal Service does not encourage this option. To be cannibalized, a vehicle must meet at least one of the following criteria:

- a. The condition of the vehicle precludes any reasonable return from sale.

At least 2 weeks before the sale date, the MVMF should advertise the sale via newspaper advertisements, Post Office lobby notices, and public displays on Postal Service premises. If vehicles will be displayed on Postal Service premises, notify the senior site official, the Postal Police, and the Postal Inspection Service. When planning a sale, consider heightened security requirements and the safety of both Postal Service employees and the public.

Vehicles are sold to rural carriers on a first-come-first-served basis. Have the vehicle jackets available for all sale vehicles listed.

The MVMF may reduce the sales price of a vehicle by a maximum of 10 percent below the initial sales price without approval from the MVM. The MVM may reduce the sales price of a vehicle by a maximum of 20 percent below the initial sales price without additional action. To reduce the initial sales price by more than 20 percent, the MVM must initiate another PS Form 4594, *Vehicle Sales Request and Report*, to reflect the reduction (see Part 77).

### 763.3 Live Auction Sale

A live auction sale allows up to ~~25~~ 50 vehicles to be sold during a short period of time. Auction sales must be conducted by professional auctioneers approved by the Philadelphia Vehicles CMC, in accordance with the following limitations:

- a. The MVM or MVMF is responsible for removing all Postal Service decals and markings from the vehicles (as described in 752) before releasing the vehicles to the auction firm, unless the auction firm is also providing decal removal service for the released vehicles.
- b. The MVM sets the minimum sale price of the vehicle(s).
- c. The MVM or MVMF completes an auction sales vehicle pick-up order (as required by the auction firm); PS Form 4577, *Leased Vehicle Condition Report* (which is used in these cases to note the condition of Postal Service-owned vehicles); Standard Form 97 (SF 97), *The United States Government Certificate of Release of a Motor Vehicle*; and PS Form 4595, *Postal Vehicle Sale/Purchase Agreement*, except for the price and the purchaser's name and address.
- d. The MVMF or MVM contacts the auction firm when vehicles are to be released for sale. The auction firm must pick up the vehicles within 3 working days after receipt of the pick-up order.
- e. The maximum number of vehicles that an auction firm may have in its possession "in process" to sell for any single VMF shall not exceed ~~25~~ 50 vehicles.
- f. The auction firm must sell each vehicle within 30 days of receipt. The auction firm may not impose vehicle storage fees.
- g. The auction firm has the right to reduce the price of any vehicle up to 5 percent, at the time of sale, should such an adjustment be appropriate in light of changed market conditions. The auction firm may not sell any vehicle for less than 95 percent of the minimum sales price established by the MVM without written approval from the MVM.

### 764 Vehicle Cannibalization/Scrap

Vehicle cannibalization is normally the most expensive means of vehicle disposal, so the Postal Service does not encourage this option. To be cannibalized, a vehicle must meet at least one of the following criteria:

- a. The condition of the vehicle precludes any reasonable return from sale.

- b. The VMF has an immediate need for a specific component or part that cannot be reasonably acquired through conventional supply channels.

The MVM or MVMF must provide justification on PS Form 4587, *Request to Repair, Replace, or Dispose of Postal-Owned Vehicle*, and send the completed form to the San Mateo Motor Vehicle Accounting Section (MVAS). **Note:** Block 3 of PS Form 4587 (Vehicle Number) requires the seven-digit Postal Service vehicle number, not the Vehicle Identification Number (VIN). All approval blocks must be completed.

If the vehicle is being cannibalized because it is damaged beyond repair and there was financial recovery from a third party, promptly send a copy of a check or receipt from the responsible party or insurance carrier to the MVAS. *If the vehicle will be repaired, do not send PS Form 4587 to the San Mateo MVAS.*

**Note:** Dispose of quarter-ton Postal Service jeeps as scrap when they are removed from service. Crushing or shredding is the recommended means of disposal.

**Note:** VMFs also use PS Form 4587 to authorize repairs that exceed the vehicle's one-time repair limit to a vehicle as defined in Exhibit 221.211. When used for this purpose, retain PS Form 4587 in the vehicle jacket. Do not send a completed and authorized PS Form 4587 to the San Mateo MVAS unless a vehicle has been scrapped and/or cannibalized and is to be removed from the vehicle asset master. The cannibalized or scrapped vehicle cannot be titled.

## 765 Authorized Donation

### 765.1 General

Headquarters Delivery Vehicle Operations (DVO) must approve all donations of Postal Service-owned vehicles. A vehicle donated to a suitable local educational institution or museum for static display must present a positive image of the Postal Service. The VMF must ensure that the vehicle's engine, transmission, and all fluids are removed and that the frame is rendered unserviceable by cutting or similar method.

After the MVM receives approval to donate a vehicle, the VMF must process PS Form 4587, as outlined in 764.

### 765.2 Museums (Static Display)

For a vehicle being donated to a museum or an organization for static display, the VMF must note the following in item 24 of PS Form 4587:

- a. The name and address of the museum or organization to which the vehicle has been donated.
- b. That the vehicle has been donated for display purposes only and is not to be titled or used on the road.

The MVM must provide a copy of the completed and authorized PS Form 4587 to the museum or organization receiving the vehicle to ensure that it understands and agrees that the vehicle is for display purposes and cannot be titled or used on the road.

### 765.3 Law Enforcement Agencies

The Postal Inspection Service has the authority to transfer Inspection Service vehicles to other law enforcement agencies. The Inspector-in-Charge must authorize the transfer in writing and must provide the Postal Inspection Service finance number to be charged for the donation. The MVM or MVMF administers the transfer of these vehicles and must complete SF 97, *The United States*

*Government Certificate of Release of a Motor Vehicle*, and must enter the word "DONATION" in the sales price block.

765.4 **Foreign Postal Administrations**

The Postal Service may occasionally donate surplus vehicles to foreign postal administrations.

Normally, these donations are in conjunction with international postal agreements. VO must authorize all donations in writing. The MVM or MVMF administers the transfer of these vehicles and must complete SF 97 and must enter the word "DONATION" in the sale price block.

765.5 **Other Requests**

The Postal Service cannot accommodate other requests for donations to local groups (including charitable or public service groups such as fire departments, police, school vocational programs, etc.) One reason is that the Postal Service has a responsibility to ratepayers to ensure that it captures disposal revenues. Another reason is that trying to meet all requests in a fair, reasonable, and equitable manner to the satisfaction of all parties (especially to those whom the Postal Service could not accommodate) would create an undue burden for the Postal Service.

766 **Receipt and Processing of Payment and Release of Vehicle**

The appropriate parties perform the following tasks to complete the receipt and processing of payment and the release of a vehicle.

- a. The MVM or MVMF (or designee) completes, prints, and signs PS Form 4595, *Postal Vehicle Sale/Purchase Agreement*, and provides the buyer/agent with the original signed PS Form 4595 to review and sign.
- b. The buyer/agent reviews and signs PS Form 4595 and returns it to the MVM or MVMF (or designee).
- c. The MVM or MVMF (or designee) makes two copies of the signed PS Form 4595, gives those two copies to the buyer/agent, and keeps the original signed document.
- d. The buyer/agent takes one of the copies of the signed PS Form 4595 to the local Postal Service retail sales associate and provides payment in full with cash, approved credit card transaction, or cashier's check or money order payable to the United States Postal Service. (The buyer/agent keeps the other copy of the signed PS Form 4595 for personal records.)
- e. The retail sales associate issues a ~~Post-Office receipt~~ PS Form 3544, *USPS Receipt for Money and Services*, to the buyer/agent and enters the revenue into General Ledger Account 54965, Account Identifier Code 154, to ensure proper accounting.
- f. The buyer/agent takes the ~~Post-Office receipt~~ PS Form 3544 back to the MVM or MVMF (or designee).
- g. The MVM or MVMF (or designee) verifies the ~~Post-Office receipt~~ PS Form 3544 with the location that processed the payment (normally with a local telephone call), makes a copy of the receipt for MVMF records, and returns the original receipt to the buyer/agent.
- h. The MVM or MVMF (or designee) completes SF 97 as described in 774 and releases the vehicle to the buyer/agent.

## 77 Required Forms and Approvals for Vehicle Disposal

### 771 **PS Form 4587**

PS Form 4587, *Request to Repair, Replace, or Dispose of Postal-Owned Vehicle*, is used to initiate and approve all vehicle dispositions.

- a. When a non-district VMF requests approval to dispose of a vehicle, the MVMF initiates PS Form 4587.
- b. When a district VMF requests approval to dispose of a vehicle, the VMF designee initiates PS Form 4587.

The initiating employee (as described in items 771a and 771b) completes PS Form 4587, signs item 22a, and forwards the form to the MVM for action. Upon concurrence, the MVM signs item 23a and forwards the form to the Mmanager of Operations Programs Support for action. Upon concurrence, the Mmanager of Operations Programs Support signs item 25 and forwards the form to the Ddistrict Mmanager for final approval. Upon concurrence, the Ddistrict Mmanager returns the form to the VMF for the required action.

Only after the district manager grants final approval does the MVM determine the disposal method to be used (sale, cannibalizations/scrap, or donation).

Upon receiving authorization to dispose of the vehicle, the VMF does the following, as appropriate:

- a. For cannibalizations/scrap, send the completed, authorized PS Form 4587 to the San Mateo MVAS, and remove the vehicle from the vehicle asset master. Process PS Form 4587 as outlined in 764.
- b. For donations, process PS Form 4587 as outlined in 765 for vehicles being donated for static display.

**Note:** VMFs also use PS Form 4587 to authorize the repairs that exceed the one-time repair limit to a vehicle as defined in Exhibit 221.211. In accordance with *Administrative Support Manual (ASM)* Exhibit 351.21, the VMF retains a PS Form 4587 used for this purpose for 1 year after the disposal of the vehicle.

### 772 **PS Form 4594**

PS Form 4594, *Vehicle Sales Request and Report*, is required to request approval to sell a vehicle, regardless of the sales method. The MVM must approve the completed form prior to the initiation of any vehicle preparation or sales activity.

- a. When a non-district VMF requests approval to sell a vehicle, the MVMF initiates PS Form 4594, completes items a, b, c, and d, signs item 4, and forwards the form to the MVM for approval.
- b. When a district VMF requests approval to sell a vehicle, a VMF designee initiates PS Form 4594, completes items a, b, c, and d, signs item 4, and forwards the form to the MVM for approval.

When the sale is completed, the initiating employee (as described in items 772a and 772b) finalizes PS Form 4594 by completing items e, f, g, i, j, and k, and signs item 6. ~~In the event of For~~ an auction sale, the initiating personnel must also record the minimum acceptable bid for each vehicle in item h. The initiating facility files the original of PS Form 4594 in a master file by sale number and files a copy with the vehicle jacket ~~forwards a copy to the district Finance/Accounting office.~~ In accordance with ASM Exhibit 351.21, the VMF and district



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

**SENT CERTIFIED MAIL – RETURN RECEIPT (7006 0100 0007 0644 9907)  
(Via-Facsimile Transmission)**

**Robert C. Pritchard**  
Director  
Motor Vehicle Service Division  
1300 L Street, NW  
Washington, DC 20005  
(202) 842-4240 (Office)  
(202) 842-8517 (Fax)

August 17, 2007

John Dockins, Manager  
Contract Administration, Labor Relations  
United States Postal Service  
475 L'Enfant Plaza, S.W.  
Washington, DC 20260

#### National Executive Board

William Burrus  
President

Cliff "C. J." Guffey  
Executive Vice President

Terry Stapleton  
Secretary-Treasurer

Greg Bell  
Industrial Relations Director

James "Jim" McCarthy  
Director Clerk Division

Steven G. "Steve" Raymer  
Director, Maintenance Division

Robert C. "Bob" Pritchard  
Director, MVS Division

#### Regional Coordinators

Sharyn M. Stone  
Central Region

Jim Burke  
Eastern Region

Elizabeth "Liz" Powell  
Northeast Region

William E. "Bill" Sullivan  
Southern Region

Omar M. Gonzalez  
Western Region

Dear John,

My recent review of the PO-701 on the Postal Service's Policynet, showed a number of changes to the handbook that are identified as: "Updated With Postal Bulletin Revisions Through March 31, 2005", to which the union did not receive prior notification.

Enclosed is a page from the manual showing changes. These changes obviously affect wages, hours, and working conditions; and should have been handled under the contractual format set forth in Article 19 of the agreement.

Please provide this office with specific copies of notification on these changes; sent to APWU President William Burrus, former APWU President Moe Biller, or Greg Bell, APWU Director of Industrial Relations. The APWU is also requesting any additional postal bulletin changes, or any other changes that followed the March 31, 2005 revisions to the PO-701, and the notification to the union.

Thank you.

Robert C. Pritchard, Director  
Motor Vehicle Service Division

RCP/MOF:yd/opeiu#2/afl-cio  
Encl.

# 1 Introduction and Overview

## 11 Purpose and Scope

### 111 **Purpose**

The purpose of this handbook is to provide the information necessary to support an aggressive, yet operationally efficient, fleet management program.

### 112 **Scope**

These guidelines and instructions cover the entire scope of vehicle services, including material handling and containerization methods, vehicle maintenance, tort claim accident investigations, processing, and adjudication, procurement procedures (including vehicle leasing), vehicle accounting, inventory control, and transportation of mail by postal-owned and leased vehicles.

## 12 Responsibilities

### 121 **Headquarters**

The Operations Systems and Performance Department (OSPD) is responsible for vehicle operations and maintenance. The Office of Fleet Management, OSPD, provides administrative support and technical guidance for operations and maintenance through the appropriate channels at the region and field division level.

### 122 **Region**

Designated personnel within the operations support function monitor the fleet management function.

### 123 **Field Division**

The person assigned to the field division position of manager, Vehicle Programs, has line responsibility for the fleet management function at the field division post office. This person provides functional guidance to field





August 24, 2007

Mr. Robert C. Pritchard  
Director Motor Vehicle Division  
American Postal Workers Union  
AFL-CIO  
1300 L Street, N.W.  
Washington, DC 20005-4128

CERTIFIED MAIL NUMBER:  
7001 2510 0008 2205 0966

Dear Bob:

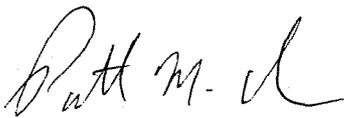
I am writing in response to your August 17 letter, concerning Postal Service Handbook PO-701 *Fleet Management*. Your letter indicates that changes have been made to the PO-701, and are identified as "Updated with Postal Bulletin Revisions through March 31, 2005." However, according to your letter, the union has not received prior notification of changes to the PO-701 since at least March 31, 2005.

Please find enclosed: 1) my September 8, 2005 letter to the APWU enclosing final draft revisions to the PO-701; 2) my January 26, 2006 letter to you requesting a meeting be held to discuss changes to the PO-701; and 3) a letter dated February 24, 2006 to you from Rodney Lambson of my staff which summarizes a meeting you attended on February 22, 2006 discussing, among other things, Handbook PO-701.

I trust these documents will address your concerns about prior notifications concerning changes to Postal Service Handbook PO-701 *Fleet Management*.

If you have any questions, please contact Patrick M. Devine at (202) 268-5421.

Sincerely,

  
→ John W. Dockins  
Manager  
Contract Administration (APWU)

Enclosures



February 24, 2006

Mr. Robert C. Pritchard  
Director, Motor Vehicle Division  
American Postal Workers Union  
AFL-CIO  
1300 L Street, NW  
Washington DC 20005-4128

Dear Bob:

This is a follow up to the February 22 meeting you and Mike Foster had with Tim Currie, Delivery Vehicle Operations, Rick Fallica and Chuck Speelman, Surface Transportation, and me. Although the meeting was rather lengthy, I believe the agenda items that were addressed proved to be rather beneficial to the parties. The following represents an overview of the meeting:

- *Chapter 1.4.1 of AS-707A* language will be incorporated into *Fleet Management Handbook PO-701*. However certain terminology, such as, vehicle maintenance agreement has been replaced with language vehicle maintenance repair agreement. Additionally, *Series AS-707* has been obsolete. The Postal Service has since been governed by *39 CFR Sec 601, Purchasing Products and Services*. The parties will work jointly to review and incorporate *AS-707A* language into *Fleet Management Handbook 701*.
- *Tool Kit* – the parties will continue to work jointly to develop a mutually agreed upon list of tools to be contained in the tool kit.
- *Voyager Credit Card* – the use of the credit card is not intended to circumvent subcontracting or contractual obligations. The parties will continue to review those instances where subcontracting practices are considered questionable and take steps to ensure all applicable handbooks, manuals, and guidelines related to contracting are adhered.
- *Fuel Purchasing Program* – this program is strictly voluntary and is offered to *Highway Contract Route (HCR)* contractors. Once an HCR has been awarded and is operational, the contractor is given the option of purchasing their fuel through a fuel purchasing agreement with the Postal Service. By purchasing fuel through this program, HCR contractors avoid paying taxes and pump surcharges, and are able to pay the same price the Postal Service pays for its fuel.
- *Vehicle Shuttling and Towing Program* – while the union still believes this is a national contract the Postal Service has advised that this is still a national program that is being pilot tested in several sites. The intent is to keep mechanics on duty repairing postal vehicles as opposed to spending additional time shuttling and towing vehicles. The Postal Service also indicated that before a VMF manager can utilize the shuttling and towing program they must have completed local Article 32 considerations, as well as, notified local union official of their intentions.

- *Vehicle Maintenance Bulletins*- copies of vehicle maintenance bulletins will be available on the *Policy Net* page. The union now has access to the *Policy Net* page.
- *Update on upgrade of Vehicle Operations Assistant (VOA) Bulk Mails, Body Fender, and Painter Positions*- the effective date for the upgrade is **March 18, 2006**. The parties understand there will be no change to the duties and responsibilities of these position descriptions at this time.
- *Review of VMF Operations* – the parties will continue their ongoing discussions regarding the duties and responsibilities of clerical and administrative positions within the VMF operations.
- *Update of New Mack Tractors and Spotters*- the parties discussed the situation in **Miami FI and Midtown NY** with tall and oversize operators fitting behind the wheel in cabover tractors. The question was raised as to whether the cabover could be replaced with conventional tractors at this point in the deployment process. The union was told that in both locations the problems were being addressed locally to make an accommodation for tall and oversize tractor operators. The union also expressed concerns that spotter operators are being told that the vehicle can't be idled after 5 minutes, thereby rendering the air conditioner ineffective. The question was raised about direction fans in spotters. The parties agreed to further review the policy on use of directional fans and idling of vehicles.
- *Driver Training Orientation and Familiarization* – upon review of the program the union expressed a concern that some drivers might need additional time to become familiar with the new tractor/spotter. Rather than adopt a blanket policy to grant additional time, the parties were receptive to providing on a case by case basis, at the request of the employee and by determination of the Driver Instructor Examiner that additional familiarization time might be warranted. The Postal Service will discuss internally and get back to the union.

At the conclusion of the meeting the parties agreed to continue to share proposals and ideas on these agenda items and to schedule a meeting in the future to resolve unfinished business.

If you have any additional comments regarding the meeting, please do not hesitate to contact me. Otherwise, thank you for a very productive meeting.

Sincerely,

  
 Rodney J. Lambson  
 Labor Relations Specialist  
 Contract Administration

LABOR RELATIONS



January 26, 2006

Mr. Robert C Pritchard  
Director, Motor Vehicle Division  
American Postal Workers Union  
AFL-CIO  
1300 L Street, NW  
Washington, DC 20005-4128

Certified Mail  
7002 0860 0006 9347 6206

Dear Bob:

This letter is in response to your January 5 correspondence, as well as prior discussions with Rodney Lambson, regarding the insertion of language contained in Chapter 1.4.1 of the AS-707A into the Fleet Management Handbook PO-701 that is currently being revised.

Prior to inserting the language into the Fleet Management Handbook PO-701, the Postal Service believes it would be in the best interest of the parties to meet to ensure that the correct language is being inserted, in addition to the proper explanation and terminology being developed by the parties for the JCIM.

The Postal Service is available to meet with you during the week of February 6 to finalize this matter. Rodney Lambson will contact you for a mutually agreeable time and date during that week.

Sincerely,

A handwritten signature in black ink, appearing to read "John W. Dockins".

John W. Dockins  
Manager  
Contract Administration (APWU)

## Chapter 1

### Policy

#### 1.1 Purpose

This handbook provides guidance on obtaining vehicle maintenance and repair services through vehicle maintenance agreements (VMAs). A VMA is an ordering agreement entered into by the Postal Service and a supplier of vehicle maintenance services. It sets forth the terms and conditions upon which a binding contract may be entered into at a later date, through placement and acceptance of an order.

#### 1.2 Applicability in Relation to Publication 41, *Procurement Manual and Handbook AS-707, Procurement Handbook*

These procedures are issued in accordance with *Procurement Manual* (PM) 8.6.2. Unless otherwise stated in this handbook, the policies and procedures set forth in the PM and Handbook AS-707, apply to procurements of vehicle maintenance services. Where the contract provisions of this handbook vary from those contained in volume 2 of the PM, Handbook AS-707, or sample documents created by the Document Generator System (DGS), those established in this handbook prevail.

#### 1.3 Authority

##### 1.3.1 Request

Postal Service installation heads who do not have vehicle maintenance available in-house may request VMAs in accordance with these procedures (see the restrictions in 1.4).

##### 1.3.2 Award

VMAs may only be awarded by contracting officers having authority to establish such agreements. Awards must be made in accordance with these procedures.

##### 1.3.3 Administration

For VMAs, contract administration encompasses order placement, inspection and acceptance of services performed, verification of Forms 4541, preparing and submitting monthly billing summaries for payment, and record keeping, as well as any necessary VMA modification, termination, or dispute resolution activities. The contracting officer is assisted in these tasks by the appointed contracting officer's representative (COR) and other individuals, as described in chapter 4.

#### 1.4 Restrictions

##### 1.4.1 USPS Maintenance Available

VMAs should generally not be used by offices where vehicle maintenance is available in-house. However, when the Vehicle Maintenance Facility (VMF) cannot meet its requirements, such an office may submit a VMA request that justifies the need for supplementary services. VMAs should not be used to acquire inventory items for a VMF.

##### 1.4.2 Frequency of Service

A VMA will ordinarily be awarded only when it is determined that the requesting office requires vehicle maintenance services at least six times

per month. Less frequent requirements may be met through local purchasing authority.

#### 1.4.3 Amount of Service

VMA procedures may be used only when an office estimates that its vehicle maintenance expenditures will exceed \$2,000 per year. Requirements for smaller quantities may be met through local purchasing authority.

#### 1.4.4 Order Limit

No single order placed under an agreement issued in accordance with these procedures may exceed \$5,000.

#### 1.4.5 Vehicle Modifications

VMAs may not be used to enhance or improve any vehicle. They may be used only to obtain the following:

- a. Routine maintenance and repair services; and
- b. Vehicle modifications (such as pollution control or safety equipment) required by Postal, Federal, or State laws and regulations.

#### 1.4.6 Washing and Polishing

Under most conditions, vehicle washing and polishing services should be obtained separately

from vehicle maintenance services, using either the procedures set forth in Handbook AS-707B, *Contracting for Vehicle Washing and Polishing Agreements*, or local purchasing procedures. However, in localities where only one supplier is available to provide all these services, a combined award may be made. It is suggested that the DGS format for VMAs be combined with the necessary washing and polishing elements to meet this sort of requirement.

#### 1.5 Term

All VMAs will be awarded for an initial term of up to two years, with options to renew the agreement for four additional two-year terms for a total term of up to 10 years (see Clause OB-536, Term of Agreement).

#### 1.6 Multiple VMAs

If it is determined that the volume of work may exceed the capacity of a single local supplier, multiple VMAs may be awarded (see 4.2.2 for ordering procedures). Contracting officers may consider awarding separate agreements for different categories of services (for example, an agreement for mechanical repairs, another agreement for body work, and so on).



**American Postal Workers Union, AFL-CIO**

*Railway  
- Draft response  
- when is 1st response?  
Doc  
1-9-05*

January 5, 2006

Robert C. Pritchard  
Director  
Motor Vehicle Division

202.842.4240 (Office)  
202.289.3746 (Fax)

**CERTIFIED MAIL RECEIPT# 7005 1160 0005 2538 0306**

John Dockins Manager  
Contract Administration, Labor Relations  
United States Postal Service  
475 L'Enfant Plaza, Room 9146  
Washington, DC 20260-4125

**National Executive Board**

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President

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Executive Vice President

Ferry R. Stapleton  
Secretary-Treasurer

Greg Bell  
Industrial Relations Director

James "Jim" McCarthy  
Director, Clerk Division

Steven G. "Steve" Raymer  
Director, Maintenance Division

Robert C. "Bob" Pritchard  
Director, MVS Division

Dear Mr. Dockins:

On September 13, 2005, I wrote a letter concerning an agreement that was reached between Anthony Veligante and Donald Ross that required insertion of Chapter 1.4.1 of the AS-707A into the Fleet Management Handbook P0-701.

As of today, I have not received a response from you regarding this letter. Therefore, this letter is a follow up since the P0-701 is now being re-written.

Please response to the previous letters enclosed.

Sincerely,

Robert C. Pritchard, Director  
MVS Division

RCP:lsn  
Opeiu#2  
Afl-cio

Enclosures: Letter to J. Dockins dated September 13, 2005  
Letter to Donald Ross from Anthony Vegliante  
Copy of Chapter 1.4.1 policy

**Regional Coordinators**

Sharyn M. Stone  
Central Region

Jim Burke  
Eastern Region

Elizabeth "Liz" Powell  
Northeast Region

Frankie L. Sanders  
Southern Region

Omar M. Gonzalez  
Western Region



## American Postal Workers Union, AFL-CIO

September 13, 2005

Robert C. Pritchard  
Director  
Motor Vehicle Division

202.842.4240 (Office)  
202.289.3746 (Fax)

**National Executive Board**

William Burrus  
President

Cliff "C.J." Guffey  
Executive Vice President

Terry R. Stapleton  
Secretary-Treasurer

Greg Bell  
Industrial Relations Director

James "Jim" McCarthy  
Director, Clerk Division

Steven G. "Steve" Raymer  
Director, Maintenance Division

Robert C. "Bob" Pritchard  
Director, MVS Division

**Regional Coordinators**

Sharyn M. Stone  
Central Region

Jim Burke  
Eastern Region

Elizabeth "Liz" Powell  
Northeast Region

Frankie L. Sanders  
Southern Region

Omar M. Gonzalez  
Western Region

SENT CERTIFIED MAIL – 7002 2410 0002 4762 1260

John Dockins, Manager  
Contract Administration  
United States Postal Service  
475 L'Enfant Plaza, SW  
Room 9146  
Washington, D.C. 20260-4125

Dear Mr. Dockins:

In October of 1995, just prior to my arriving in Washington, D.C., there was a letter from Anthony J. Vegliante (copy enclosed) addressed to Donald A. Ross confirming the agreement during the 1994 Motor Vehicle Craft negotiations that the language contained in Chapter 1.4.1 of the AS-707A would be added to the PO-701 (Fleet Management Handbook).

Verbally, I have made several inquiries on this issue, but I have in no way received official notification that this was done. I am aware that the Postal Service is in the process of rewriting the PO-701 and I want to make certain that this language is included in the new version. For contract purposes, I also would like confirmation that this language is presently being considered as part of the PO-701.

If you could provide me with documentation showing that this agreement was completed as obligated by the letter, I would greatly appreciate it. If no documentation exists, I would appreciate it if you would provide me with verification that the Postal Service will include this in the new PO-701.

Sincerely,

Robert C. Pritchard, Director  
Motor Vehicle Division

RCP/ndh opeiu#2 afl-cio

Enclosures

LABOR RELATIONS

MOTOR VEHICLE  
DIVISION  
APWU



95 OCT 18 P12:06

October 16, 1995

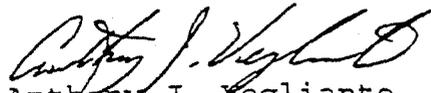
Mr. Donald A. Ross  
Director, Motor Vehicle Division  
American Postal Workers  
Union, AFL-CIO  
1300 L Street N.W.  
Washington, DC 20005-4128

RE: Proposal MVS 32A-1 Subcontracting Vehicle Maintenance

Dear Mr. Ross:

This is to confirm our agreement during the 1994 Motor Vehicle Craft Negotiations that the language contained in Chapter 1.4.1 (USPS Maintenance Available) of the AS-707A will be added to the PO-701 (Fleet Management Handbook) within four months of the signing of the National Agreement.

Sincerely,

  
Anthony J. Vegliante  
Manager  
Contract Administration  
APWU/NPMHU

## Chapter 1

### Policy

#### 1.1 Purpose

This handbook provides guidance on obtaining vehicle maintenance and repair services through vehicle maintenance agreements (VMAs). A VMA is an ordering agreement entered into by the Postal Service and a supplier of vehicle maintenance services. It sets forth the terms and conditions upon which a binding contract may be entered into at a later date, through placement and acceptance of an order.

#### 1.2 Applicability in Relation to Publication 41, *Procurement Manual and Handbook AS-707, Procurement Handbook*

These procedures are issued in accordance with *Procurement Manual (PM)* 8.6.2. Unless otherwise stated in this handbook, the policies and procedures set forth in the PM and Handbook AS-707, apply to procurements of vehicle maintenance services. Where the contract provisions of this handbook vary from those contained in volume 2 of the PM, Handbook AS-707, or sample documents created by the Document Generator System (DGS), those established in this handbook prevail.

#### 1.3 Authority

##### 1.3.1 Request

Postal Service installation heads who do not have vehicle maintenance available in-house may request VMAs in accordance with these procedures (see the restrictions in 1.4).

##### 1.3.2 Award

VMAs may only be awarded by contracting officers having authority to establish such agreements. Awards must be made in accordance with these procedures.

##### 1.3.3 Administration

For VMAs, contract administration encompasses order placement, inspection and acceptance of services performed, verification of Forms 4541, preparing and submitting monthly billing summaries for payment, and record keeping, as well as any necessary VMA modification, termination, or dispute resolution activities. The contracting officer is assisted in these tasks by the appointed contracting officer's representative (COR) and other individuals, as described in chapter 4.

#### 1.4 Restrictions

##### \*1.4.1 USPS Maintenance Available

VMAs should generally not be used by offices where vehicle maintenance is available in-house. However, when the Vehicle Maintenance Facility (VMF) cannot meet its requirements, such an office may submit a VMA request that justifies the need for supplementary services. VMAs should not be used to acquire inventory items for a VMF.

##### 1.4.2 Frequency of Service

A VMA will ordinarily be awarded only when it is determined that the requesting office requires vehicle maintenance services at least six times

LABOR RELATIONS



September 8, 2005

Mr. William Burrus  
President  
American Postal Workers Union  
AFL-CIO  
1300 L Street, NW  
Washington, DC 20005-4128

Certified Mail Number  
7099 3400 0009 5114 1449

Dear Bill:

Enclosed are the final draft revisions to Chapter 1 of Handbook PO-701, *Fleet Management*.

The purpose of these revisions to Chapter 1 of Handbook PO-701, *Fleet Management* is to update the handbook with current information. It is not anticipated that the proposed changes will directly relate to wages, hours or working conditions.

Also being included with the Chapter 1 revision is Chapter 9, titled "*Transition Chapter – Postal Vehicle Service (PVS)*". This new chapter contains references to PVS operations that were previously integrated to other sections of the PO-701 handbook. As PO-701 sections are updated, their PVS-related content is being transferred to chapter 9. Upon development and dissemination of a PVS-specific handbook, this chapter will be eliminated.

Should there be any questions regarding the foregoing, you may contact Rodney J. Lambson of my staff at (202) 268-3827.

Sincerely,

A handwritten signature in black ink, appearing to read "John W. Dockins".

John W. Dockins  
Manager  
Contract Administration (APWU)

Enclosure

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# **1 Introduction and Overview Chapter 1 Introduction and Overview**

## 2 ~~110~~ 11 Purpose and Scope

### 111 Purpose

~~The purpose of This handbook is to~~ provides the information necessary to support an aggressive, yet and operationally efficient, fleet management and maintenance program for Postal Service-owned and leased vehicles.

### 112 Scope

These guidelines and instructions cover fleet administration ~~the entire scope of vehicle services,~~ including material handling and containerization methods, vehicle maintenance facility operations, fleet requirements and utilization, ~~to~~ vehicle damage claim procedures, accident investigations, processing, and adjudication, selected procurement procedures (including vehicle leasing), vehicle accounting, repair parts inventory control, and transportation of mail by postal-owned and leased vehicles vehicle disposal.

## ~~120~~ 12 Responsibilities

### 121 Headquarters

#### 121.1 General

~~The Operations Systems and Performance Department (OSPD) Vehicle Operations (VO) is responsible for vehicle operations and maintenance. Postal Service fleet policy and administration, fleet maintenance operations, and final approval of all vehicle modifications. The Office of Fleet Management, OSPD, VO provides administrative support and technical guidance for operations and maintenance through the appropriate area and district channels. at the region and field division level.~~

#### 121.2 Fleet Purchasing

##### 121.21 Vehicles Category Management Center

The Vehicles Category Management Center (Vehicles CMC) is responsible for acquisition of vehicles and administration of agreements and contracts for vehicle leasing (excluding trailers), maintenance-related services, repair parts, and non-fuel commodities such as tires. Refer to the Vehicles CMC website at [http://blue.usps.gov/purchase/supplies/sup\\_veh\\_home.htm](http://blue.usps.gov/purchase/supplies/sup_veh_home.htm) for more detailed information. See section 221.23 for restrictions on new vehicle acquisitions.

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**121.22    Other Fleet-Related Purchasing**

Information on portfolio and category management centers for fuel, batteries, tools, supplies, and environmental services is available on the Supply Management website at <http://blue.usps.gov/purchase>.

**121.23    Access to Vehicle-Related Purchasing Systems**

Transactional access to certain eBay catalogs and contracts for vehicles and vehicle-related commodities is restricted to vehicle maintenance employees as determined by headquarters VO and the Vehicles CMC.

**121.3    Engineering**

**121.31    Technology Acquisition Management**

**121.311    Contracting Officer's Representative**

Technology Acquisition Management (TAM) administers the mailhauling vehicle acquisition budgets and provides a contracting officer's representative (COR) to the Vehicles CMC. Refer to the TAM website at <http://web.eng.usps.gov/index.html> for more detailed information.

**121.312    Research, Development, and Specifications**

TAM also provides research, development, and test support for new vehicle technology; and maintains vehicle specifications, with input from requirements customers, Vehicle Operations, and the Vehicles CMC.

**121.32    Equipment Requirements and Economic Analysis**

The Equipment Requirements and Economic Analysis (EREA) organization prepares Decision Analysis Reports (DARs) for mailhauling vehicle acquisitions.

**121.4    Brand Equity and Design**

**121.41    Vehicle Markings**

All vehicle markings, paint schemes, and external decals are authorized by the headquarters manager, Brand Equity and Design, consistent with corporate image and branding goals. Refer to PUB 500G, Vehicles, for vehicle appearance requirements. Any deviation from these vehicle appearance requirements must be authorized in writing by the manager, Brand Equity and Design.

**121.42    Use of Postal Vehicles in External Media**

Use of Postal Service-owned or leased vehicles in non-Postal Service movies, videos, commercial advertisements and similar media must be approved in writing by the headquarters manager, Brand Equity and Design. Submit inquiries and requests through district and area communications managers. Ensure that vehicles supplied in response to approved requests comply with paint and decal schemes authorized in Publication 500-G, Vehicles, and otherwise present a positive image of the Postal Service fleet and its maintenance program.

## 122 Region Area

~~Designated personnel within~~ The operations support function is responsible for ensuring effective and efficient monitor the fleet management function, and maintenance operations, in compliance with established policies, programs, procedures, and regulatory requirements.

## 123 Field Division-District

~~The person assigned to the field division position of manager, Vehicle Programs, Vehicle Maintenance (MVM) has line responsibility for the fleet management and maintenance function at the field division post office district. This person~~ The MVM provides functional guidance to field vehicle maintenance facilities (VMFs) within the field division to and ensures compliance with Headquarters national policies and procedures. These duties include but are not limited to the following:

- a. ~~Establishing~~ Analyzing and supporting new vehicle service requirements;
- b. ~~Overseeing~~ Administering workhour, capital, and supplies and services equipment budgets;
- c. Validating staffing requirements for vehicle maintenance-related positions;
- d. ~~Overseeing the tort claim accident investigation program~~ Documenting claims for damages to Postal Service-owned and leased vehicles (except for vehicles leased by National Mail Transportation Purchasing);
- e. ~~Conducting the vehicle sales program.~~ Ensuring proper vehicle disposal;
- f. ~~Ensuring that Compliance with established preventative preventive maintenance programs; are followed.~~
- g. Performing quarterly Model VMF Performance Reviews, and;
- h. Ensuring VMF compliance with fleet-related purchasing requirements.

## 124 Management Sectional Center (MSC)

~~In an MSC having a vehicle maintenance facility and/or motor vehicle service, MSC manager/postmasters are responsible for the safe, efficient, and economical maintenance and operation of vehicles under their jurisdiction. The manager, Vehicle Services, has responsibility for both fleet operations and maintenance.~~

## 124 ~~425~~ Vehicle Post Offices and Other Operating Units

### 124.1 Utilization, Reporting and Maintenance

~~The Postmasters is and managers are responsible for the safe, efficient, and proper operation of economical maintenance and operation of assigned vehicles; the timely and accurate reporting of vehicle-related data including utilization and damage, deficiencies, and repair actions (including maintenance-related invoices); and for administering local outsourced maintenance (in coordination with the vehicle maintenance manager).~~

### 124.2 Vehicle Modifications Restricted

Permitted vehicle modifications are published via Vehicle Modification Orders (VMOs). VMOs are accessible on the Intranet at

<http://blue.usps.gov/cpim/vmo.htm>. No other vehicle modifications are authorized without written approval from the headquarters manager, Vehicle Operations. This restriction includes modifications of vehicle bodies, mail trays, seats and restraint systems, and chassis and components. This restriction is necessary to avoid proliferation of costly changes that generate little or no capturable benefit; and to avoid potentially dangerous or unintended impacts to vehicle integrity, performance, safety or environmental certifications, or maintenance requirements. See part 121.4 for restrictions against changes to trademarked vehicle paint and marking schemes.

13 130

## Fleet Management and Maintenance Programs Organization

### 131 Vehicle Operations Fleet Management

Vehicle operations is a vital element of the mailhandling activity. The postal fleet is a critical enabler of mail collection, distribution, delivery operations, and support activities including building maintenance, sales, marketing, Inspection Service and Office of Inspector General operations. Vehicles are procured to move large volumes of mail between facilities or in-city delivery and also for certain service activities (i.e., firm pickup and delivery, plant leads, and collections). Vehicle operations provides safe, efficient, and economical use of postal owned and leased vehicles. The vehicle operations program encompasses local transport operations, processing of new vehicle requirements, leased vehicle administration, vehicle assignment, delivery and mail processing transportation requirements, labor relations, tort claim accident investigation and local adjudication, street supervision, safety, dock and maneuvering area design, traffic flow, container operations, and vehicle sales. Fleet management activities include: identification and processing of new vehicle requirements; leased vehicle administration; vehicle assignment; processing of claims for damage to Postal Service-owned and leased vehicles; and vehicle sales. Vehicle operations supervisors maintenance managers must work closely with delivery and mail processing supervisors and other functional areas to optimize the use of all available vehicles.

### 132 Vehicle Maintenance

Vehicles are serviced and repaired in approximately 225 USPS vehicle maintenance facilities (VMFs) and in a great many through a network of vehicle maintenance facilities (VMFs), supplemented by commercial garages throughout the country. Vehicles are to be kept in safe, operable, and clean condition for use in the most economically feasible manner, for use and in compliance with established standards and requirements policies and procedures. Vehicle maintenance encompasses: selecting and training mechanics, operation of Postal Service vehicle maintenance facilities, including providing garages, tools, and equipment; ensuring compliance with safety, environmental, and security requirements in VMF operations; and monitoring and complying with and maintaining preventive maintenance standards. Related to this effort is the are assistance in the preparation of specifications for vehicles; quality control, and pilot model testing of new vehicles; purchasing and inventorying parts, tires, fuel, oil, and other vehicle-related equipment and supplies; operational administration of alternative fuel vehicle programs; supporting tests of vehicle-related equipment, methods or materials; greases, performing alternate fuel testing, handling hazardous materials; performing vehicle modifications; compiling and

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reporting vehicle cost data; and administering the vehicle warranty and disposal programs.

#### 140 ~~Fleet Management Programs~~

#### 141 ~~Model Vehicle Services Program~~

### 133 ~~Vehicle Maintenance Facility (VMF) Model Performance Review Program~~

#### 133.1 ~~Scope and Objective~~

##### 141.1 ~~Objective~~

The VMF Model Performance Review program encompasses both vehicle maintenance facilities and their operations, and the condition of vehicles at operating units. The Model Review program implements, maintains, and measures uniform or regulatory policies and procedures, and maximizes efficiency by identifying and correcting performance deficiencies. The objective of the model vehicle services program is to implement and maintain uniform policies and procedures for vehicle services operations and to maximize efficiency by identifying and correcting service deficiencies.

##### 141.2 ~~Scope~~

The Model Vehicle Services Program encompasses both vehicle operations and vehicle maintenance.

#### 133.2 ~~Model VMF Review Tool~~

The current authorized Model VMF Review tool and scoring system is accessible via the Vehicle Operations (VO) website at [http://blue.usps.gov/delivery/del\\_vehicles\\_accounting\\_info\\_systems.htm](http://blue.usps.gov/delivery/del_vehicles_accounting_info_systems.htm).

This is the only authorized Model VMF review tool.

#### 141.3 ~~Model Certification~~

##### 141.31 ~~General~~

The model vehicle services program has two levels of certification which encompasses both vehicle operations and vehicle maintenance. The highest level of certification is the Model I office, with the next level being the Model II. Certification at both levels is valid for a period of three years. The underlying purpose of the certification program is to measure uniform and consistent compliance with current operating instructions and regulations and to ensure that VMFs are operating safely, efficiently, and effectively.

##### 141.332 ~~Fleet Management Advisory Council~~

#### 133.31 ~~National Review Team~~

The Fleet Management Advisory Council has overall responsibility for the model vehicle services certification program. In addition to recommending model vehicle services policy to the Office of Fleet Management, the mission of the council is to develop programs that improve productivity and reduce costs. The council serves as a communication network for field input and provides a forum for an effective interchange of ideas. The council creates work and task groups to study

problems from the field or OFM and recommends solutions. The council has 16 members, as follows, who serve three-year terms: Headquarters Vehicle Operations (VO) sponsors a national review team in order to assess the general quality of vehicle maintenance operations; to encourage and stimulate consistent and compliant VMF operations; to review and update standardized operating procedures; and to assist in developing employees (from any level of the organization) with vehicle maintenance or related responsibilities. The national review team includes:

- a. Designated headquarters program manager(s).
- b. Staff person from each regional office. Area vehicle maintenance staff.
- c. Two field division vehicle program managers from each region. These managers are selected from model vehicle service units by the council with the concurrence of Headquarters and respective regional offices. District vehicle maintenance staff, selected with the concurrence of Headquarters and respective area and district offices.
- d. Supplemental area and/or district safety and environmental staff as appropriate for selected review sites.
- e. "Participant-observers," for employee-development purposes.

Area and district team members rotate every 2 years

### 133.32     **Area Review Teams**

Areas establish and maintain Model VMF review teams as necessary to measure VMF performance and ensure compliance with established VMF processes and procedures. Areas review each vehicle maintenance facility (including auxiliary facilities) at least once every 3 years, using the authorized Model Review tool and conduct follow-up reviews as warranted by findings. Area team members are identified from qualified district and area staff, supplemented by safety and environmental resources as necessary. Selection and rotation of team members is at the discretion of the area.

### 133.33     **District and Local Self-Reviews**

Managers Vehicle Maintenance (MVM) and Managers Vehicle Maintenance Facilities (MVMF) must use the Model Review tool on a quarterly basis to assess the quality of district-wide VMF operations. Managers analyze findings, ensure corrective action is taken as necessary, and submit results to areas and/or headquarters on request. Retain results of the prior four quarterly reviews locally.

### 133.4        **Participation and Frequency**

Area review teams must assess each VMF (including auxiliary facilities) at least once every 3 years and ensure that local self-reviews are completed quarterly. Completion of a national review satisfies the area 3-year requirement and the district/local quarterly requirement, except where more frequent follow-up is structured based on significant findings.

### 141.33     **Model I Certification**

This designation is awarded to those units that have already received the Model II designation and have achieved and maintained an efficiency rating of not less than 95 percent for a minimum of three consecutive quarters. The Model I

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~~designation requires on-site inspection and approval by a Fleet Management Advisory Council review team.~~

#### **141.34 Model II Certification**

~~This designation is awarded to those units that achieve and maintain a minimum rating of 85 percent for a period of three consecutive quarters. The Model II certification also requires on-site inspection and approval by a Fleet Management Advisory Council review team.~~

~~**Note:** Auxiliary VMFs may qualify for either Model I or Model II certification.~~

#### **133.5 Model Certification**

VMFs that achieve a score of 95.0 or higher on a national or area review are designated Model I facilities. VMFs that score between 85.0 and 94.99 on a national or area review are designated Model II facilities.

#### **141.35 Request for Certification**

~~Field divisions must request a review by the Fleet Management Advisory Council for certification as Model I or II, with a copy of the request to the Office of Fleet Management at Headquarters. The council will appoint a review team, and the team report will be sent to OFM.~~

#### **141.36 Request for Recertification**

~~The Model I and Model II recertification requires a written request by the field division and on-site review by a Fleet Management Advisory Council review team.~~

#### **141.4 Model Vehicle Services Training, Testing and Evaluations**

#### **133.6 Special Consideration for Model I and II Facilities**

~~Model offices may be used to train employees, test new products, or evaluate state-of-the-art technologies. VMFs that have achieved and maintained Model I or Model II status, subject to validation by area and/or national review teams, will be given priority for testing new products, equipment, and procedures, and evaluating state-of-the-art technologies.~~

#### **141.5 Transportation Subsystem Audit**

##### **141.51 Definition**

~~The Transportation Subsystem Audit is an integral part of the Model Vehicle Services and the Customer Services Improvement Process (CSIP) programs. The audit is a key tool for determining the efficiency of a unit at any given time and to identify areas that require corrective action.~~

##### **141.52 Completion**

~~141.521 The Transportation Subsystem Audit is performed in each vehicle service and auxiliary service unit on a quarterly basis. The unit being audited must retain the completed audits for two years.~~

~~141.522 The MFO is responsible for answering the audit questions and for taking corrective action for those questions that are answered "No."~~

~~141.523 In cases when a particular question is not applicable, the MFO must answer "N/A" (not applicable) and explain why the question is not applicable.~~

### ~~141.6 Model Vehicle Operations Maintenance Assistant Program~~

~~The Model Vehicle Operations Maintenance Assistant (VOMA) Program is an extension of the Model Vehicle Services Program. The MFO or designee from the parent VMF conducts the certification audits. Recertification of Model VOMA operations must be made at least once each fiscal year. The MFO must conduct the audit in a positive manner with no exceptions and must provide whatever assistance is necessary for a unit to become a model unit.~~

## 142.14 Fleet Stratification Program

### 142.1 141 Definition Objective

#### 142.2 Objective

The objective of fleet stratification is to support functionally-based requirements, achieve reasonable standardization of vehicles, enable streamlined and leveraged acquisition processes, improve operational benefits, and reduce maintenance costs. Refer to section 221.2 for vehicle repair, replacement, and reassignment guidelines, and restrictions on vehicle acquisitions.

### 142 Fleet Categories

~~Fleet stratification is a Headquarters program designed to reduce vehicle classes into four distinct groups. The Postal Service fleet is stratified into four categories:~~

- ~~a. Light Delivery. Carrier route vehicles (principally right-hand drive, but including some left-hand drive minivans);~~
- ~~b. Intermediate Delivery. Mixed delivery and collection vehicles (principally 1-ton and 2-ton trucks, supplemented by minivans);~~
- ~~c. Cargo Vans. Heavy vehicles (e.g. cargo vans, spotter tractors, truck tractors, and trailers used in Postal Vehicle Service, PVS); and~~
- ~~d. Tractor-trailer Units. Non-mailhauling vehicles.~~

### 143 Principal Vehicle Types and Specifications

Examples of carrier route, mixed delivery and collection, heavy vehicles, and related specification information, are available on the headquarters Vehicle Operations website at [http://blue.usps.gov/delivery/del\\_vehicles\\_specs\\_markings.htm](http://blue.usps.gov/delivery/del_vehicles_specs_markings.htm).

### 142.3 Long Life Vehicle

~~The backbone of the fleet stratification program is the Long Life Vehicle (LLV). See Exhibit 142.3. The LLV will replace the entire 1/4-ton and 1/2-ton delivery fleet. This replacement requires approximately six years and demands special attention from all levels of delivery management. The planned benefits include~~

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increased cubic capacity, improved mail security, improved driver comfort, increased fuel economy, and lower maintenance costs. The operational success of the LLV is the responsibility of all division/MSD managers. As the LLV is delivered, deployment based on local operational requirements will provide the greatest benefits. The operational goal of division/MSD managers is to reduce the total number of delivery vehicles assigned to an office. Division/MSD managers must make every effort to use the LLV to its greatest operational capacity.

Exhibit 142.3 (p. 1)

#### **Characteristics of the Long Life Vehicle**

Fleet size has been increasing annually, and this is reflected in an increase in fleet cost. A reduction or halting of this growth will be necessary to contain rising costs. Every effort must be made to use the long life vehicle to its greatest operational benefits.

The new postal van at a glance:

Dimensions: Inches

Overall Length 175.5

Width 79.25

Height 85.00

Wheel Base 100.5

Weight 3,008 lbs.

Cargo Capacity 1,000 lbs. (108 cu. ft.)

Engine:

Type 4 cylinder, in line, gasoline

Displacement 2.5 liters

Fuel system Throttle Body Injection

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Exhibit 142.3 (p. 2)

### Characteristics of the Long Life Vehicle

[NOTE: insert pix.]

Our New Long life Vehicle Will Have the Following Features—All Standard.

**Chassis and Body:** Automatic transmission, 3-speed; rear wheel drive; limited slip differential; aluminum body; corrosion resistant, steel frames; right hand drive; power steering; tires, Lt 195/75R14; turning circle, curb to curb—34.6 feet.

**Fuel Economy:** EPA Combined Rating—21.6.

**Mechanical:** 4-cylinder fuel-injected engine; right hand drive; automatic transmission; power-assisted heavy duty, front wheel disc brakes; power steering; 12-volt maintenance-free battery; double-A arm coil spring front suspension; all weather light truck, steel-bolted tubeless radial tires.

**Exterior:** Tinted safety glass windshield; 2-speed windshield wipers with blade-mounted windshield washers.

**Comfort:** Bi-level power air-flow ventilation with dash-mounted air deflectors; heater/defroster with two-speed electric blower; seat for driver that swivels for easy ingress/egress and access to rear cargo compartment; nylon-woven-cloth fabric upholstery; interior sound level that will not exceed limits for passenger vehicle.

**Safety:** Crashworthiness at 35 mph; molded or impact-absorbing bumper that can withstand collision at 5 mph; collapsible steering column; safety belts for driver and passenger with automatic locking-type retracting reel.

**Capacity:** 108 cu. ft. cargo area with A-Track for securing containers with belts or bars (compares with 40 cu. ft. area in quarter-ton; 130 cu. ft. area in half-ton; half-ton cargo load).

**Special Features:** Working shelf that accepts three letter trays; easily installed passenger seat for training, route-sharing purposes; solid partition behind driver/passenger area with built-in lockable sliding door for access to cargo area.

**Other:** Minimum fuel capacity of 12 gallons; turning diameter that does not exceed 40 feet.

## **9 Transition Chapter – Postal Vehicle Service**

### **91 Purpose and Scope**

#### **911 Purpose and Scope**

This chapter contains references to Postal Vehicle Service (PVS) operations that were previously integrated to other sections in this handbook. A separate handbook for PVS operations is under development. In the interim until its completion and publication, references unique to PVS operations are being transferred to this transition chapter. On publication of a replacement handbook for PVS operations, this transition chapter will be eliminated.

#### **912 Special Numbering Method**

For ease of reference, PVS-related material transferred to this chapter from other sections of Handbook PO-701, *Fleet Management*, retains its original numbering, preceded by "9 -". As an example, former section 212, Mail Distribution and Equipment, is transferred to Chapter 9, part 9-212.

### **92 Transition Content**

#### **9-131 Vehicle Operations**

Vehicle operations is a vital element of the mailhandling activity. Vehicles are procured to move large volumes of mail between facilities or in-city delivery and also for certain service activities (i.e., firm pickup and delivery, plant loads, and collections). Vehicle operations provides safe, efficient, and economical use of postal-owned and leased vehicles. The vehicle operations program encompasses local transport operations, processing of new vehicle requirements, leased vehicle administration, vehicle assignment, delivery and mail processing transportation requirements, labor relations, tort claim accident investigation and local adjudication, street supervision, safety, dock and manuevering area design, traffic flow, container operations, and vehicle sales. Vehicle operations supervisors must work closely with delivery and mail processing supervisors to optimize the use of all vehicles.

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9-141.5 Transportation Subsystem Audit

9-141.51 Definition

The Transportation Subsystem Audit is an integral part of the Model Vehicle Services and the Customer Services Improvement Process (CSIP) programs. The audit is a key tool for determining the efficiency of a unit at any given time and to identify areas that require corrective action.

9-141.52 Completion

9-141.521 Schedule

The Transportation Subsystem Audit is performed in each vehicle service and auxiliary service unit on a quarterly basis. The unit being audited must retain the completed audits for two years.

9-141.522 MFO Responsibility

The MFO is responsible for answering the audit questions and for taking corrective action for those questions that are answered "No."

141.523 Questions Not Applicable

In cases when a particular question is not applicable, the MFO must answer "N/A" (not applicable) and explain why the question is not applicable.



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

### Initiate National Dispute

April 13, 2009

Greg Bell, Director  
Industrial Relations  
1300 L Street, NW  
Washington, DC 20005  
(202) 842-4273 (Office)  
(202) 371-0992 (Fax)

### Sent Via Facsimile First Class Mail

Mr. Doug Tulino  
Vice President, Labor Relations  
U.S. Postal Service, Room 9014  
475 L'Enfant Plaza  
Washington, D.C. 20260

Re: APWU No. HQTV20095, Cert No. 7007 2560 0003 2182 9482

#### National Executive Board

William Burrus  
President

Cliff Guffey  
Executive Vice President

Terry R. Stapleton  
Secretary-Treasurer

Greg Bell  
Director, Industrial Relations

James "Jim" McCarthy  
Director, Clerk Division

Steven G. "Steve" Raymer  
Director, Maintenance Division

Robert C. "Bob" Pritchard  
Director, MVS Division

Bill Manley  
Director, Support Services Division

Sharyn M. Stone  
Coordinator, Central Region

Mike Gallagher  
Coordinator, Eastern Region

Elizabeth "Liz" Powell  
Coordinator, Northeast Region

William E. "Bill" Sullivan  
Coordinator, Southern Region

Omar M. Gonzalez  
Coordinator, Western Region

Dear Mr. Tulino:

In accordance with the provisions of Article 15, Section 2 and 4, of the Collective Bargaining Agreement, the American Postal Workers Union is initiating a Step 4 dispute.

The issues and facts involved in this dispute are as follows.

The Motor Vehicle Service Division of the American Postal Workers Union has been informed from its members in the field of contract No. IDVPMS-05-Q-1433 – National Body Repair & Painting – between the U.S. Postal Service and MAACO Enterprises, Inc.

The American Postal Workers Union has not received any notification of a MAACO Enterprises, Inc. contract.

Therefore, we feel that this action is a violation of the Collective Bargaining Agreement.

Mr. Doug Tulino  
April 13, 2009  
Page 2

Please contact Michael Foster, case officer, to discuss this dispute at a mutually scheduled time.

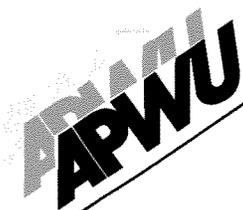
Sincerely,

  
Greg Bell, Director  
Industrial Relations

APWU #: HQTV20095  
Dispute Date: 4/9/2009

Case Officer: Michael Foster  
Contract Article(s): 15, 19, 32.1;

cc Resident Officers  
:  
File



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

### Article 15 - 15 Day Statement of Issues and Facts

**Michael O. Foster**  
Assistant Director  
MVS Division  
1300 L Street, NW  
Washington, DC 20005  
(202) 842-4240 (Office)  
(202) 842-8517 (Fax)

June 15, 2009

Mr. Doug Tulino  
Vice President, Labor Relations  
U.S. Postal Service, Room 9014  
475 L'Enfant Plaza  
Washington, D.C. 20260

#### National Executive Board

William Burrus  
President

Cliff "C. J." Guffey  
Executive Vice President

Terry Stapleton  
Secretary-Treasurer

Greg Bell  
Industrial Relations Director

James "Jim" McCarthy  
Director, Clerk Division

Steven G. "Steve" Raymer  
Director, Maintenance Division

Robert C. "Bob" Pritchard  
Director, MVS Division

Bill Manley  
Director, Support Service Division

Sharyn M. Stone  
Central Region Coordinator

Mike Gallagher  
Eastern Region Coordinator

Elizabeth "Liz" Powell  
Northeast Region Coordinator

William "Bill" Sullivan  
Southern Region Coordinator

Omar M. Gonzalez  
Western Region Coordinator

Re: APWU No.HQTV20095 , USPS No. , Cert. No. 7007 2560 0003 2182  
9888

Dear Mr. Tulino:

The meeting on the above referenced dispute was held between the parties on May 8, 2009 in accordance with Article 15 of the Collective Bargaining Agreement. Article 15, Section 2 (Step 4) provides that if the parties fail to reach an agreement, then within fifteen days of their meeting each party shall provide the other with a statement in writing of its understanding of the issues involved, and the facts giving rise to the dispute.

The time limits were mutually extended.

The following is the APWU's statement of issues and facts concerning this dispute.

The Motor Vehicle Service Division of the American Postal Workers Union has been informed from its members in the field of contract number 1DVPMS-05-Q-1433 – National Body Repair and Painting between the United States Postal Service and MAACO Enterprises, Inc.

The American Postal Workers Union has not received any notification of a National Body Repair and Painting contract per the terms of Article 32.1.B.

It is the position of the Union that this contract let on July 21, 2005 for the estimated amount of \$16,081,036 had a significant impact on bargaining unit work and the employer had an obligation to comply with the terms of Article 32.1.B.

B. The Employer will give advance notification to the Union at the national level when subcontracting which will have a significant impact on bargaining unit work is being considered and will meet with the Union while developing the initial Comparative Analysis report. The Employer will

consider the Union's views on costs and other factors, together with proposals to avoid subcontracting and proposals to minimize the impact of any subcontracting. A statement of the Union's views and proposals will be included in the initial Comparative Analysis and in any Decision Analysis Report relating to the subcontracting under consideration. No final decision on whether or not such work will be contracted out will be made until the matter is discussed with the Union.

The Body and Fender Repairman PS-Level 9 is a highly skilled and integral component of the Motor Vehicle Craft. That was demonstrated when the parties negotiated the combining of the Body and Fender Repairman and the Automotive Painter positions that resulted in the 2004 contractual upgrade.

APWU statistics indicate that the complement of Body and Fender Repairman has decreased from 2006 to present (228 – 216) which further demonstrates the significant impact to the bargaining unit coupled with the violations to Article 1, 5, 7, 14, 15, 39, 32.

There have been several inquiries to Headquarters Labor Relations on this issue of MVS national contracts including an August 30, 2004 response from John Dockins, Manager Contract Administration quoting, “. . . the United States Postal Service does not have any National Contracts for service or portions of services at this time. However, if the United States Postal Service enters into any National Contract relating to a VMF services that the United States Postal Service determines has significant impact on the bargaining unit, you will be notified pursuant to provisions contained in Article 32 of the Collective Bargaining Agreement . . . .” A subsequent letter was sent to Mr. Dockins on February 2, 2005 regarding this issue without a reply.

Recently obtained Union request for information further demonstrates the significant impact on the bargaining unit. There are MAACO shops established for virtually all the United States Postal Service VMF's throughout the country.

The \$16,000,000.00 MAACO National Contract might appear to be a minor subcontracting initiative to Postal Management when considering the size and scope of United States Postal Service Operations, but the language of Article 32.1.B specifies that the significant impact on bargaining unit work, the bargaining unit in question in the instant dispute is comprised of 216 employees which must be considered to be significant.

The parties in the 2000-2003 Collective Bargaining Agreement negotiated and agreed to place new language in Article 32.1.B. quoting “. . . meet with the Union while developing the initial Comparative Analysis report. The Employer will consider the Union's views on costs and other factors, together with proposals to avoid subcontracting and proposals to minimize the impact of any subcontracting. A statement of the Union's views and proposals will be included in the initial Comparative Analysis and in any Decision Analysis Report relating to the subcontracting under consideration.” that reinforces the agreement to allow the Union's input and involvement at the National level.

Management's unilateral decisions and definitions of significant impact on bargaining unit work have rendered the language in Article 32.1.B meaningless.

John Dockins  
December 2, 2008  
Page 3  
Re: Contract IDVPMS-05-Q-1433

Management will likely take the same position that they took in APWU Number HQTV20058, USPS Number Q00V-4Q-C-06000460 “. . . that this is a national program designed to be utilized locally with local managers giving due consideration locally in deciding whether or not to subcontract . . . .” “Therefore it is the opinion of the Postal Service that this program remains a local contracting matter”. The fact that this contract was negotiated in Philadelphia for the entire country disputes the United States Postal Service’ claims that this is a local contract. The monies to pay for the contract are also authorized by the national office of the United States Postal Service that is located in Philadelphia. These “local contracts would not exist except for the decision made at the National level” are merely an attempt by the United States Postal Service to avoid their obligations under Article 32.1.

While the United States Postal Service attempts to demonstrate to the Union that the Local VMF has the option to participate in the National contract, it is not convincing when the work hours can be transferred to the contracting budget and helps the VMF to meet their goals. There would be no incentive or logic to locally retain this work in house if management’s bonus was affected. The work hours performed by the supplemental contract employees should be applied to Article 7.3 to create full-time regular assignments.

The Union’s position is that is an attempt to distort the facts and circumvent Article 32.1.B.

Contracts such as the MAACO Body Repair are being used to transfer work that has historically been performed by bargaining unit employees and shift the work to contractors also violates Article 5 and 7, and this use of contractors as a Supplement Work Force must be applied per 7.1.

Article 14 is also violated when the inferior work of the contractor requires the VMF employees to either duplicate portions of the work performed by the contractor, return to work to the contractor for repairs which also leads to additional days in service and out of operation, and also work being performed by VMF employees that the contractor has already been paid.

Please contact me if you wish to discuss this matter.

Sincerely,

  
Michael O. Foster  
Case Officer

APWU #: HQTV20095  
USPS #:

Dispute Date: 4/9/2009  
Contract Articles: ;

cc: Industrial Relations

MOF/ndp//opeiu#2//afl-cio



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

### Appeal to Arbitration, National Dispute

Greg Bell, Director  
Industrial Relations  
1300 L Street, NW  
Washington, DC 20005  
(202) 842-4273 (Office)  
(202) 371-0992 (Fax)

June 30, 2009

Mr. Doug Tulino  
Vice President, Labor Relations  
U.S. Postal Service, Room 9014  
475 L'Enfant Plaza  
Washington, D.C. 20260

#### National Executive Board

William Burrus  
President

Cliff Guffey  
Executive Vice President

Tary P. Stapleton  
Secretary/Treasurer

Greg Bell  
Director, Industrial Relations

James "Jim" McCarthy  
Director, Clerk Division

Steven G. "Steve" Raymer  
Director, Maintenance Division

Robert C. "Bob" Pritchard  
Director, MVS Division

Bill Manley  
Director, Support Services Division

Sharyn M. Stone  
Coordinator, Central Region

Mike Gallagher  
Coordinator, Eastern Region

Elizabeth "Liz" Powell  
Coordinator, Northeast Region

William E. "Bill" Sullivan  
Coordinator, Southern Region

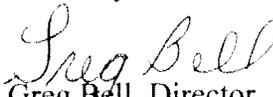
Ormai M. Gonzalez  
Coordinator, Western Region

Re: USPS Dispute No. , APWU No. HQTV20095, Cert No. 7007 2560 0003 2182  
9970

Dear Mr. Tulino:

Please be advised that pursuant to Article 15, Sections 2 and 4, of the Collective Bargaining Agreement, the APWU is appealing the above referenced dispute to arbitration.

Sincerely,

  
Greg Bell, Director  
Industrial Relations

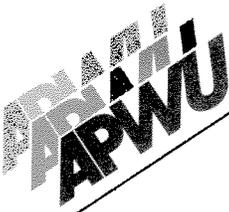
USPS #:  
APWU #: HQTV20095

Case Officer: Michael Foster  
Step 4 Appeal Date: 4/9/2009  
Contract Article(s) :

cc: Resident Officers  
Industrial Relations

File

GB:ndp//opeiu#2//afl-cio



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

**Greg Bell, Director**  
Industrial Relations  
1300 L Street, NW  
Washington, DC 20005  
(202) 842-4273 (Office)  
(202) 371-0992 (Fax)

### Initiate National Dispute

March 20, 2009

#### Sent Via Facsimile First Class Mail

Mr. Doug Tulino  
Vice President, Labor Relations  
U.S. Postal Service, Room 9014  
475 L'Enfant Plaza  
Washington, D.C. 20260

#### National Executive Board

William Burrus  
President

Cliff Guffey  
Executive Vice President

Terry R. Stapleton  
Secretary-Treasurer

Greg Bell  
Director, Industrial Relations

James "Jim" McCarthy  
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Sharyn M. Stone  
Coordinator, Central Region

Mike Gallagher  
Coordinator, Eastern Region

Elizabeth "Liz" Powell  
Coordinator, Northeast Region

William E. "Bill" Sullivan  
Coordinator, Southern Region

Omar M. Gonzalez  
Coordinator, Western Region

Re: APWU No. HQTV20093, Cert No. 7007 2560 0003 2182 9437

Dear Mr. Tulino:

In accordance with the provisions of Article 15, Section 2 and 4, of the Collective Bargaining Agreement, the American Postal Workers Union is initiating a Step 4 dispute.

The issues and facts involved in this dispute are as follows.

The USPS failed to notify the APWU when they issued a new contract and combined it with work in HCR 068A3 with the effective date of February 17, 2009. Prior to February 17, 2009, HCR contract 068A3 ran between Stamford and Bridgeport, CT. These were the only two stops on the run.

After February 17, 2009 the USPS took work that was previously performed by APWU bargaining unit employees in Bridgeport and incorporated that into this contract and never contacted the APWU. This new work was the Barnum Station; Bayview Station; Stratford Station, Stratford Postal Store, Trumbull Box Section and Monroe Station. The original contract had runs between Stamford and Bridgeport between January 13, 2007 and February 17, 2009. This additional work is in fact the new contract and the fact that the USPS is trying to hide it is just an avoidance of the Article 32.2 process.

We seek to have the work restored to the APWU and our members compensated on an hour for hour basis for this work. To avoid notifying the APWU by just combining massive amounts of work that were previously performed by HCR drivers is in fact a violation of Article 32.2.

Please contact Robert Pritchard, case officer, to discuss this dispute at a mutually scheduled time.

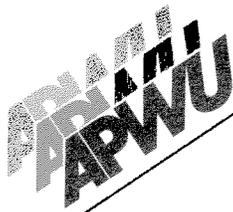
Sincerely,

  
Greg Bell, Director  
Industrial Relations

APWU #: HQTV20093  
Dispute Date: 3/20/2009

Case Officer: Robert Pritchard  
Contract Article(s): 19 & 32

cc Resident Officers  
:  
File



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

### Initiate National Dispute

March 20, 2009

**Greg Bell, Director**  
Industrial Relations  
1300 L Street, NW  
Washington, DC 20005  
(202) 842-4273 (Office)  
(202) 371-0992 (Fax)

#### Sent Via Facsimile First Class Mail

Mr. Doug Tulino  
Vice President, Labor Relations  
U.S. Postal Service, Room 9014  
475 L'Enfant Plaza  
Washington, D.C. 20260

#### National Executive Board

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Mike Gallagher  
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Elizabeth "Liz" Powell  
Coordinator, Northeast Region

William E. "Bill" Sullivan  
Coordinator, Southern Region

Omar M. Gonzalez  
Coordinator, Western Region

Re: APWU No. HQTV20094, Cert No. 7007 2560 0003 2182 9444

Dear Mr. Tulino:

In accordance with the provisions of Article 15, Section 2 and 4, of the Collective Bargaining Agreement, the American Postal Workers Union is initiating a Step 4 dispute.

The issues and facts involved in this dispute are as follows.

What occurred in Bridgeport, Connecticut with the AMP when the USPS shifted work from Bridgeport, CT to Stamford, CT is a classic example that falls under Article 12.5.C.7.c. when vehicle operations are changed by transfer from one installation to another if the employees follow the work.

However, the USPS also simultaneously engaged in a partial mode conversion to avoid sending the drivers without work and this is in violation of the Memorandum of Understanding dated January 15, 2009 – PVS Amended Work Rules, #4.

Additionally, the National parties will continue discussions about the expansion of the pilot to offices where "mode conversions" are under consideration and such conversion will not be undertaken until these discussions have been concluded on a site by site basis. The shifting of the work and the subcontracting of the work simultaneously is being done to circumvent the contract.

Please contact Robert C. Pritchard, case officer, to discuss this dispute at a mutually scheduled time.

Sincerely,

  
Greg Bell, Director  
Industrial Relations

GB:ndp//opeiu#2//afl-cio

APWU #: HQTV20094

Dispute Date: 3/20/2009

Case Officer: Robert Pritchard

Contract Article(s): 12.5.C.7.c; MOU PVS  
Amended Work Rules, dated 1/15/09;

cc Resident Officers

:

File