

YOUR CONTRACT

204Bs and 1723s

The term 204B is an obsolete reference to a section of a postal law that was passed in 1955. It gave the Postal Service the ability to temporarily assign employees to different duties and responsibilities.

For the history buffs in the room, the original language can be found in the box at the bottom of this page.

As you know, the term 204B stuck and temporary supervisor positions are still known today as 204Bs. It should be noted that an OIC detail is also regarded as a 204B assignment for craft employees (M-00249).

204B assignments have been a continuing source of many grievances. As a result of some of these disputes, negotiations have produced many settlements that can be found either in the national agreement or in numerous Step 4 decisions. Despite these agreements, violations continue and the local union must remain vigilant when it comes to 204B assignments.

Detailing an employee

It is management's prerogative to select employees who will be assigned as 204B supervisors (M-00058). The contract does not require management to select craft employees by a set criteria or in a particular order.

Section 421.3 of Handbook F-21 (*Time and Attendance*) states that when an employee is to be temporarily assigned to a higher-level position, the supervisor is to complete

Form 1723, "Assignment Order" (also see EL-312, Sec. 716.312.g and ELM 422.142). Handbook F-21 also requires that a duplicate of Form 1723 is filed in the employee's official personnel folder (OPF). The supervisor is also required to give the original Form 1723 to the employee as a written order of the beginning and approximate ending of the higher-level assignment.

The national agreement also requires management to use Form 1723 and to provide a copy of the forms to the local union. Article 41.1.A.2 states in part, "Form 1723, Notice of Assignment, shall be used in detailing letter carriers to temporary supervisor positions (204b).

Public Law 68, Postal Field Service Compensation Act of 1955

Section 204(b) - As the needs of the service require, an employee may be assigned from time to time to perform, without change in compensation, duties, and responsibilities other than the duties and responsibilities specifically set forth in his position description ; however, if any employee is assigned for more than 30 days in any calendar year to duties and responsibilities of a salary level which is higher than the salary level to which his position is assigned, except to perform service in a relief capacity for a supervisor granted compensatory time pursuant to section 603, he shall be paid for the period of his assignment in excess of 30 days a basic salary computed in accordance with the provisions of section 502.

The Employer will provide the Union at the local level with a copy of Form(s) 1723 showing the beginning and ending of all such details."

The Form 1723 is controlling

Many Step 4 decisions reaffirm that the Form 1723 is the controlling document when determining whether an employee is detailed into a higher-level assignment. M-00357 states, "When an employee is detailed to a higher level (204b) by executing a Form 1723, the beginning and ending dates of the assignment are effective unless otherwise amended by a premature termination of the higher level assignment." Management may prematurely terminate a 204b assignment, but in such an event a revised Form 1723 will be furnished to the union at the local level as soon as practicable (M-00789).

A craft employee may be worked less than a full day on a 204B assignment (M-00537, M-00095). The 1723 should reflect, however, both the beginning and the ending times of the assignment. Copies of Form 1723 should be provided to the union in advance of the detail or modification thereto (M-00755).

While serving as supervisors, 204Bs are prohibited from perform-

(Continued on page 11)

Region 11-NBA Daniel Toth 440-282-4340

Upstate New York, Ohio

May 18-20, Region 11 Training Convention, Holiday Inn Conference Center, Syracuse, NY

Region 12-NBA William Lucini 215-824-4826

Pennsylvania, South and Central New Jersey

February 24-26, Region 12 Annual Training Seminar, Trump Plaza Hotel and Casino, Atlantic City, NJ
 May 19-21, New Jersey State Convention, Harrah's Resort, Atlantic City, NJ

Region 13-NBA Timothy Dowdy 757-934-1013

Delaware, Maryland, Virginia, West Virginia, Washington, DC

February 24-25, DC/Maryland Steward Training, Tidewater Inn Hotel, Easton, MD
 March 7-8, Virginia Steward Training, Homewood Suites by Hilton Richmond Airport, Sandston, VA
 May 2-4, West Virginia Steward Training/State Convention, Pullman Place Hotel, Huntington, WV
 May 20-21, Region 13 Officer Training and Rap Session, Wisk Resort Hotel & Conference Center, McHenry, MD
 May 30-June 1, Virginia State Convention, Cavalier Hotel, Virginia Beach, VA

Region 14-NBA John Casciano 617-363-9299

Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont

May 5-6, Connecticut State Convention, Mystic Hilton Hotel, Mystic, CT
 May 5, Massachusetts State Convention, Auburn Elks Hall, Worcester, MA
 May 18-19, Maine State Convention, Hollywood Hotel, Bangor, ME

Region 15-Larry Cirelli 212-868-0284

Northern New Jersey, New York, SW Connecticut, Puerto Rico, Virgin Islands

March 3-5, Region 15 Training Session, Trump Plaza Hotel, Atlantic City, NJ
 May 5-6, Connecticut State Convention, Mystic Hilton Hotel, Mystic, CT
 May 19-21, New Jersey State Convention, Harrah's Resort, Atlantic City, NJ

Impasse*(Continued from page 5)*

courage branches to get an early start and not wait until the last minute to begin preparing for local negotiations. Not knowing if certain procedures would be changed in the new national agreement made it difficult to be specific in some areas. But for the most part, the steps to gathering information, selecting a team, developing bargaining positions and creating proposals are things that can be done well in advance. Hopefully, branches found these articles useful and took advantage of the extra time to prepare for local negotiations. As is often said: "Failing to prepare is preparing to fail." Good luck to you all. ■

204Bs and 1723s*(Continued from page 6)*

ing any bargaining unit work, except in the limited circumstances specified in Article 1.6

("Performance of Bargaining Unit Work") and Article 3.F

("Management Rights") of the national agreement. M-00891 also states that a temporary supervisor is ineligible to work overtime in the bargaining unit while detailed, even if the overtime occurs on a non-scheduled day.

Occasionally, management has sought to use letter carriers to perform bargaining unit overtime immediately after they concluded a 204B assignment. This is not permitted. M-01177 states, "An employee detailed to an acting supervisory position will not perform bargaining-unit overtime immediately prior to or immediately after such detail unless all available bar-

gaining-unit employees are utilized."

The phrase "immediately prior to or immediately after such detail" in this settlement refers to overtime on a day the carrier was in a 204B status.

It does not prohibit overtime, otherwise consistent with the provisions of Article 8, on the day before or after a 204B detail.

Letter carriers temporarily detailed to a supervisory position (204B) may not bid on vacant letter carrier craft duty assignments while so detailed (Article 41.1.A.2). M-00552 also prohibits letter carriers acting in 204B supervisory positions from opting for hold-down positions.

For more information on 204Bs, please refer to the 204B section of the Materials Reference System (MRS). This can be found on the NALC Contract DVD 2012 and the NALC website. ■



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

July 8, 1983

Mr. Halline Overby
Assistant Secretary-Treasurer
National Association of Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

Re: A. Connors
Kings Park, NY 11754
H1N-1M-C 6017

Dear Mr. Overby:

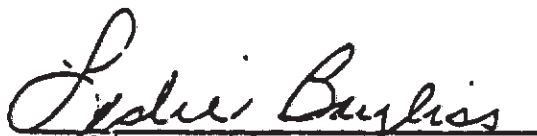
On June 23, 1983, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the National Agreement.


The question raised in this grievance is whether management can unilaterally terminate a 204B assignment.

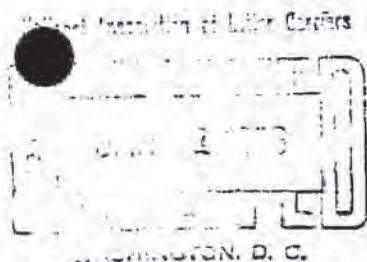
After further review of this matter, we mutually agreed to close this case, because it is management's prerogative to select employees who will be assigned as 204B supervisors.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to close this case.

Sincerely,


Leslie Bayliss
Labor Relations Department


Halline Overby
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

DEC 31 1985

Mr. Joseph H. Johnson, Jr.
Director, City Delivery
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

Re: See Attached List

Dear Mr. Johnson:

On December 10, 1985, we met to discuss the above-captioned grievances at the fourth step of our contractual grievance procedure.

The issue in these grievances is whether employees on 204B assignments are required to work in the assignments exclusively for the duration of time periods shown on Forms 1723.

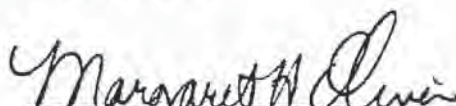
During our discussion, we mutually agreed that when an employee is detailed to a higher level (204B) by executing a Form 1723, the beginning and ending dates of the assignment are effective unless otherwise amended by a premature termination of the higher level assignment.


Accordingly, the cases are hereby remanded to the parties at Step 3 for application of the above and for the purpose of fashioning as appropriate remedy.

Please sign and return the enclosed copy of this decision as your acknowledgment of agreement to settle these cases.

Time limits were extended by mutual consent.

Sincerely,


Margaret H. Oliver
Labor Relations Department


Joseph H. Johnson, Jr.
Director, City Delivery
National Association of Letter
Carriers, AFL-CIO



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

November 13, 1987

Mr. Lawrence G. Hutchins
Vice President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2197

Dear Mr. Hutchins:

On June 23, 1987, Larry Handy met with Dave Noble in prearbitration regarding HIN-3U-C 34332, Class Action, Pasadena, Texas.

The parties at this level agreed to the following:

1. A craft employee may work less than a full day on a 204B assignment (temporary supervisory position).
2. Form 1723 shall be used in detailing letter carriers to temporary supervisory positions. Pursuant to Article 41.1.A.2, the Employer will provide the Union at the local level with a copy of Form(s) 1723 showing the beginning and ending of all such details.
3. Management may prematurely terminate a 204B assignment.
4. In the event a 204B assignment is prematurely terminated, a revised Form 1723 will be furnished to the union at the local level as soon as practicable.

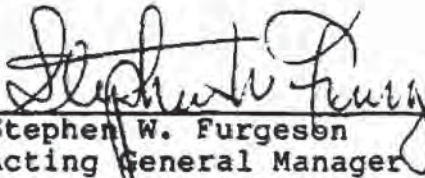
Accordingly, we agreed to remand this case to Step 3 for application of the above principles to the facts contained in this grievance.

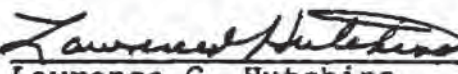
Mr. Lawrence G. Hutchins

2

Please sign and return the enclosed copy of this letter acknowledging your agreement to remand this case, withdrawing HLN-3U-C 34332 from the pending national arbitration listing.

Sincerely,


Stephen W. Furgesen
Acting General Manager
Grievance & Arbitration
Division


Lawrence G. Hutchins
Vice President
National Association of
Letter Carriers, AFL-CIO



M 00095

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

MAY - 2 1985

Mr. Joseph H. Johnson, Jr.
Director, City Delivery
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

Re: Class Action
Madison, WI 53707
H1N-4J-C 31820

Dear Mr. Johnson:

On January 22, 1985, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

The question raised in this grievance is whether management violated the National Agreement by utilizing a carrier craft employee as a 204(b) for part of a day.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. Management may utilize a craft employee in a 204(b) assignment for less than a full day. Under Article 41, management must provide the union with a copy of Form 1723 showing the approximate time(s) and date(s) of the detail. Any amendment to the form shall also be provided to the union.

Whether the employee alleged to be on a 204(b) status was improperly performing bargaining unit work is a factual dispute and can be determined by applying Arbitrator Bloch's award in case no. H1C-3A-C 15070 to the facts of this case.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing if necessary.


Mr. Joseph H. Johnson

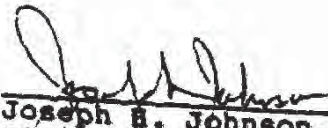
2

Please sign and return a copy of this letter as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,


Leslie Bayliss
Labor Relations Department


Joseph H. Johnson, Jr.
Director, City Delivery
National Association of Letter
Carriers, AFL-CIO



M-00755

UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

Mr. Halline Overby
Assistant Secretary-Treasurer
National Association of
Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2197

MAY 22 1987

Re: Class Action
Laramie, WY 82070
H4N-4U-C 26041

Dear Mr. Overby:

On April 23, 1987, we met to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The question in this grievance is whether management must provide copies of Form 1723 to the local union in advance of the detail it reflects.


During the discussion, we mutually agreed that the following would represent a full settlement of this case.


In accordance with Article 41, Section 1.A.2, of the National Agreement, Form 1723 "shall be provided to the union at the local level showing the beginning and ending times of the detail." Such copies of Form 1723 should be provided to the union in advance of the detail or modification thereto.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle this case.

Time limits were extended by mutual consent.

Sincerely,

fr 
Frank E. Poli
Grievance & Arbitration
Division


Halline Overby
Assistant Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO



UNITED STATES POSTAL SERVICE
Labor Relations Department
475 L'Enfant Plaza, SW
Washington, DC 20260-4100

Mr. Lawrence G. Hutchins
Vice President
National Association of
Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2197

Re: H1N-5B-C 26031
Lodi, CA

Dear Mr. Hutchins:

On January 12, 1989, we met to discuss the above-captioned grievance currently pending national level arbitration.

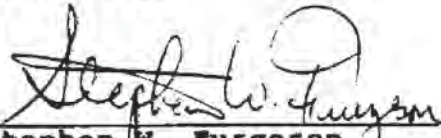
In full and complete settlement of this case, it is agreed:


1. An employee serving as a temporary supervisor (204B) is prohibited from performing bargaining unit work, except to the extent otherwise provided in Article 1, Section 6, of the National Agreement. Therefore, a temporary supervisor is ineligible to work overtime in the bargaining unit while detailed, even if the overtime occurs on a nonscheduled day.
2. Form 1723, which shows the times and dates of a 204B detail, is the controlling document for determining whether an employee is in 204B status.
3. Management may prematurely terminate a 204B detail by furnishing an amended Form 1723 to the appropriate union representative. In such cases, the amended Form 1723 should be provided in advance, if the union representative is available. If the union representative is not available, the Form shall be provided to the union representative as soon as practicable after he or she becomes available.
4. The grievant in this case, William Morehouse, will be paid eight (8) hours at the overtime rate.

Lawrence G. Hutchins

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle case no. H1N-5H-C 26031 and remove it from the pending national arbitration listing.

Sincerely,


Stephen W. Furgeson
General Manager
Grievance and Arbitration
Division


Lawrence G. Hutchins
Vice President
National Association of
Letter Carriers, AFL-CIO

DATE 1/12/89

Enclosure

RECEIVED M-01177

AUG 24 1993

CONTRACT ADMINISTRATION UNIT
N.A.L.C. WASHINGTON, D.C.

United States Postal Service
475 L'Enfant Plaza SW
Washington, DC 20260

Mr. Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2197

RE: HON-5R-C 13315
BRANCH
EVERETT WA 98201

Dear Mr. Sombrotto:

On several occasions, I met with your representative to discuss the above-captioned grievance at the fourth step of the contractual grievance procedure.

The issue in this case is whether management violated the national agreement when an employee who had been working in a 204-B assignment earlier in the day worked bargaining unit overtime at the conclusion of his shift.

During our discussion, we agreed to the following:

1. An acting supervisor (204-B) will not be utilized in lieu of a bargaining-unit employee for the purpose of bargaining-unit overtime.
2. The PS Form 1723 shall determine the time and date an employee begins and ends the detail.
3. An employee detailed to an acting supervisory position will not perform bargaining-unit overtime immediately prior to or immediately after such detail unless all available bargaining-unit employees are utilized.
4. Due to the variety of situations that could arise, each case should be decided based on the particular facts and circumstances involved.


Therefore, this case is remanded to the parties at Step 3 for application of the above principles to the facts involved, and for further processing, including arbitration if necessary.

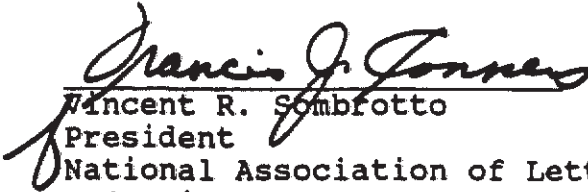
Sombrotto

2

Time limits were extended by mutual consent.

Sincerely,


Melissa J. Doniger
Grievance and Arbitration
Labor Relations


Vincent R. Sombrotto
President
National Association of Letter
Carriers, AFL-CIO

Date: 8/30/93



M 00552

UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

October 24, 1983

Mr. Halline Overby
Assistant Secretary-Treasurer
National Association of Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

Re: Class Action
Royal Oak, MI 48068
HIN-4B-C 16840

Dear Mr. Overby:

On September 28, 1983, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

The question raised in this grievance is whether a carrier working in a 204b supervisory position may exercise a bid preference under Article 41, Section 2.B.3 or 2.B.4.

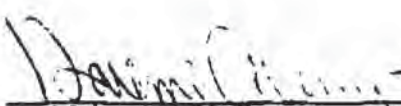
After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. While an employee is in a 204b supervisory status, he or she cannot exercise a bid preference for a temporary assignment available under Article 41, Section 2.B.3 or 2.B.4. Form 1723 is the controlling document in determining whether an employee is in a supervisory position. Other evidence may also be used to determine whether the employee was in a supervisory status when he exercised a bid preference.

Accordingly, as we further agreed, this case is hereby remanded to the parties at Step 3 for further processing, if necessary.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to remand this case.

Sincerely,


for Leslie Bayliss
Labor Relations Department


Halline Overby
Assistant-Secretary-Treasurer
National Association of Letter
Carriers, AFL-CIO

The time limit for posting was changed in the 2006 National Agreement. Note that the number of days was only part of the change. The time limit that was once 5 working days is now 14 calendar days. Notwithstanding negotiated language in the local parties' LMOU, the intent of this change is to accommodate those offices with an automated bidding process that requires 14 days for posting. In such situations, the controlling language would be the 14 days in Article 41.1.A.1.

- A duty assignment is a set of duties and responsibilities within a recognized position regularly scheduled during specific hours of duty.
- The five routes on a Carrier Technician swing, or group constitute a full-time duty assignment. Carrier Technicians perform all the duties of the assignments they work.
- Reserve letter carrier (formerly known as floater, leave replacement, vacation regular, etc.) is a bid position with scheduled hours of duty and work days.

41.1.A.2

2. Letter carriers temporarily detailed to a supervisory position (204b) may not bid on vacant Letter Carrier Craft duty assignments while so detailed. However, nothing contained herein shall be construed to preclude such temporarily detailed employees from voluntarily terminating a 204b detail and returning to their craft position. Upon return to the craft position, such employees may exercise their right to bid on vacant letter carrier craft duty assignments.

The duty assignment of a full-time carrier detailed to a supervisory position, including a supervisory training program in excess of four months shall be declared vacant and shall be posted for bid in accordance with this Article. Upon return to the craft the carrier will become an unassigned regular. A letter carrier temporarily detailed to a supervisory position will not be returned to the craft solely to circumvent the provisions of Section 1.A.2.

Form 1723, Notice of Assignment, shall be used in detailing letter carriers to temporary supervisor positions (204b). The Employer will provide the Union at the local level with a copy of Form(s) 1723 showing the beginning and ending of all such details.

Clarification that Transitional Employees may act as a temporary supervisor (204B) is covered in the parties' joint Questions and Answers on TEs, question 40. The complete TE Q&As are found on pages 7-10-7-15.

QUESTIONS AND ANSWERS (42) NALC TRANSITIONAL EMPLOYEES

The attached jointly-developed document provides the mutual understanding of the national parties on issues related to NALC Transitional Employees. This document may be updated as agreement is reached on additional matters related to transitional employees.

Date: February 20, 2009

40. Can a transitional employee act as a temporary supervisor (204B)?

Yes.