

ACTIVIST

NALC

A NEWSLETTER FOR BRANCH LEADERS OF THE NATIONAL ASSOCIATION OF LETTER CARRIERS

Vol. 27, NO. 3

Fall 2014

Driving privileges

In the era of automated letters and flats, letter carriers' driving time has increased from about four hours a day to six or seven. This means that letter carriers' driving privileges are more important than ever.

The good news is that Article 29 of the National Agreement is still as strong as it ever was. Article 29 does give management the right to revoke letter carriers' on-duty driving privileges for certain reasons, but it also provides some very strong work protections to letter carriers when that occurs.

We will look briefly at the reasons that may lead to management revoking on-duty driving privileges:

- Carrier's medical condition
- Suspension of carrier's state-issued driver's license
- Carrier's alleged misconduct regarding safety violations

First, medical restrictions. Management may revoke your driving privileges if you are medically unable to drive a vehicle. It does not matter

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Residual vacancies

The August 30, 2013 MOU Re: *Residual Vacancies – City Letter Carrier Craft* (M-01824) put in place a specific pecking order to be used for filling residual vacancies. This MOU was set to expire on March 31, 2014. On that day the NALC and USPS agreed to the MOU Re: *Full-time Regular Opportunities - City Letter Carrier Craft* (M-01834) which extended M-01824 through May 31, 2014 and incorporated changes to the process beginning June 1, 2014. The process of filling full time opportuni-

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Heroes awards . . .

Recognition is the greatest motivator

In 1974 the NALC established annual Hero of the Year awards to recognize letter carriers who performed courageous acts in their community, often risking their lives to save others. Over the years, the awards have been expanded to include those carriers who personally work to improve their communities and to branches for their collective and/or ongoing community service work. While the awards evolve to reflect the growing list of contributions made by NALC members and their local branches, the purpose of the recognition remains unchanged: to pay tribute to those who go well beyond their normal duties on the job and recognize the positive impact letter carriers have on the public we serve.

An independent panel of judges selects the national NALC Hero of the Year winners after reviewing a year's worth of stories published in the *Postal Record's* "Proud to Serve" column. The judges represent the labor community, community service organizations, and emergency public services. Each judge spends hours poring through the amazing details of the written accounts, and then they meet to discuss those stories that stood out from the others. They must arrive finally at a consensus in each category: National Hero of the Year, three runner-up regional winners (Eastern, Central and Western), Special Carrier Alert, National Humanitarian, and Branch Service Awards.

The judges have demonstrated their appreciation for exceptional circumstances by creating first ever "Legacy" and "Unit Citation" awards.

In 1985, the NALC began to honor these winning heroes with an annual reception. Now there is a formal awards luncheon with special pin presentation. Attended by the Postmaster General, members of Congress, the Board of Governors, AFL-CIO leaders and heads of other labor and community organizations, this luncheon is a first class affair (pun intended). Winning letter carrier heroes are often joined at the awards ceremony by family members and branch presidents.

These national annual awards focus public attention on the thousands of letter carriers who deliver more than the mail each day. Most carriers never tell anyone of their wonderful deeds, and just continue on with their normal duties. So the NALC has recently created an official hero nomination form (<http://www.nalc.org/commun/heroes/index.html>) that can be used by any member to nominate someone for this special recognition. Once the reported events have been reviewed and confirmed, the circumstances are reported in the *Postal Record* and/or recognized with a letter from President Rolando and an NALC hero lapel pin.

Letter carriers are privileged to walk through the lives of the public

every day, often entering the very personal space of our customers. With this proximity on virtually every street in the nation, letter carriers have often been the first to arrive at an accident, disaster or crime, and the first to provide assistance, frequently life saving. We also notice and respond to the needs of our community: families without food, elderly and homebound who live alone, and children troubled by everything from bullying to substance abuse. The NALC Hero awards shine a light on these brave and selfless acts by formally honoring those letter carriers and branches. Can you think of anyone in your branch who deserves recognition?


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Published four times annually by:
National Association of Letter Carriers
100 Indiana Avenue, NW
Washington, D.C. 20001-2144
Fredric Rolando, President



© 1

Health Benefit Options for CCAs

When City Carrier Assistants (CCAs) are first hired by the Postal Service they receive a tremendous amount of information about all aspects of their new occupation: copies of rules and regulations, training manuals, information about joining our great union, and brochures and letters about their rights and benefits. All of this can be a little overwhelming when coupled with trying to learn a physically and intellectually demanding new job.

Even in circumstances that aren't so dynamic, making decisions about health care is a daunting task. One of our responsibilities as union activists is to provide our newly hired CCAs with as much health benefit information as we can so they can make an informed decision. The information in this article was pulled from two different resources: the March 6, 2014 **Questions and Answers 2011 USPS/NALC National Agreement** (M-01833), and a letter from the NALC Director of Health Benefits, Brian Hellman, to our CCAs. The following information should help you explain to our newest brothers and sisters what options are available to them.

Questions 42 and 43, reprinted below from M-01833, explain when and what types of health coverage benefits are available to CCAs.

42. Are CCAs allowed to participate in the Federal Employees Health Benefit Program?

The following applies until health benefits plan year 2014. After an initial appointment for a 360-day term and upon reappointment to another 360-day term, any eligible noncareer CCA who wants to pay health care premiums to participate in the Federal Employees Health Benefits (FEHB) Program on a pre-tax basis will be required to make an election to do so in accordance with applicable procedures. A previous appointment as a transitional employee will count toward qualifying for participation in FEHB, in accordance with the Office of Personnel Management (OPM) regulations. The total cost of health insurance is the responsibility of the noncareer CCA. Health benefits available for CCAs beginning with health plan year 2014 are addressed at page 20 of the January 10, 2013 Interest Arbitration Award (Das).

43. To qualify for Health Benefits must a CCA serve the entire 360-day initial appointment before a second 360-day appointment?

To qualify for the Federal Employees Health Benefits Program, CCAs must first have completed one full year (365 days) of current continuous employment, including breaks of five days or less, regardless of when the five-day break occurs.

As mentioned in the answer to question 42 above, the 2011 National Agreement provides for health benefits coverage for CCAs.

The following three options are currently available:

1. CCAs are provided with the health care option that was previously available to NALC transitional employees. Under this option, CCAs reappointed to another 360-day term after serving an initial 360-day term may choose any available plan in the FEHB program. CCAs, however, must pay the total cost of the plan. There is no Postal Service contribution toward the premium.

2. CCAs are provided with the option of participating in the USPS Non-career Health Care Plan. CCAs who select this plan receive a bi-weekly contribution of \$125 from the Postal Service toward their health insurance premium. Self & family coverage is also available but the Postal Service contribution remains \$125 regardless of whether you elect self-only or self & family coverage.

3. CCAs who want self & family coverage may select either the NALC Consumer Driven Plan or the NALC Value Option Plan. A CCA who selects self & family coverage in one of these NALC Health Benefit Plans will receive the \$125 bi-weekly Postal Service contribution towards the premium.

This information should help union representatives clarify a very complicated topic for our newest members. Take this opportunity to sit and talk with the future leaders of the National Association of Letter Carriers!

Winning a WOO grievance

The hearing opens with the management advocate for the Postal Service stating the following:

Mr. Arbitrator, it was not the postal service's intent to mandate non-ODL employees on the day involved in this grievance. In fact, when the day started, the office only had 2 open routes and we could have easily gotten the carriers back by our 5:00 pm "window" by pivots and ODL carriers. The problem is that we had a carrier call in for emergency annual and another for sick leave. Had the 2 carriers not called this particular day, the postal service would not have mandated the non-ODL carriers to meet its 5 o'clock window.

Union activists have heard this management argument for years now. But what do you do when this scenario happens almost daily?

During bargaining for the 1984 National Agreement, the parties re-defined the language in Article 8.5.F and 8.5.G and created an Article 8 Memorandum of Understanding (MOU). The following language appears in the 1984 MOU:

Recognizing that excessive use of overtime is inconsistent with the best interests of postal employees and the Postal Service, it is the intent of the parties in adopting changes to Article 8 to limit overtime, to avoid excessive mandatory overtime, and to protect the interests of employees

who do not wish to work overtime, while recognizing that bona fide operational requirements do exist that necessitate the use of overtime from time to time.

This MOU also contains what is known as "the Letter Carrier Paragraph."

Management argues all the time that an operational window is a bona

fide operational requirement. When it requires non-ODL carriers to work overtime on a consistent basis, however, it becomes more than "from time to time."

To establish a pattern that non-ODL carriers consistently are forced to work, grievances should be filed on a weekly basis. Each grievance should refer to prior grievances filed protesting previously mandated overtime. This will assist in showing that your grievance is not an isolated violation but rather an ongoing problem.

Documentation

Documentation is the most important part of the grievance. Stewards should ensure that copies of all overtime desired lists for the office are in the file as well as a list of the non-ODL carriers. If your local Memorandum of Understanding (LMOU) identifies specific rules pertaining to overtime, a copy of the LMOU should be in the file.

Be sure to include copies of TACS Employee Everything Reports for all letter carriers in the station/office. Employee Everything Reports are needed as they will show the whole picture: the carriers start time, begin street end street end tour, and whether or not time has been entered by the carrier or the supervisor.

The union should be prepared to show how management could have done it differently to avoid mandating the non-ODL carrier. This can only be done with Employee Everything Reports.

In addition, stewards should include copies of all PS Forms 3996 as well as a copy of the work schedule covering the particular week. You also want to include in the file any arbitration awards, Step B decisions and Formal A settlements from your office that establish a pattern of past violations of Article 8.

Finally, include statements from the non-ODL employees to establish harm. Such statements should include the letter carrier's explanation of how being forced to work overtime impacted them. Remember, the intent of Article 8 is to protect employees who do not wish to work overtime.

Facts

Based on the information listed above, you should be able to establish the following facts in the grievance:

- The following letter carriers are on the 12-hour ODL
- The following letter carriers are on the 10-hour ODL
- The following letter carriers are on the work assignment List

- The following letter carriers are not on any ODL
- A list of non-ODL carriers that work overtime. This list should be broken down to overtime worked on own assignment and off a carrier's assignment and the dates it happened
- The overtime hours ODL carriers worked
- The total overtime worked by non-ODL letter carriers on their own assignments
- The total overtime hours worked by work assignment and non-ODL letter carriers off their assignments
- The total amount of overtime worked by OTDL letter carriers
- A list of non-scheduled (NS) ODL carriers (if any) that did not work overtime on their NS days.

Contentions

Once you have this information, you are in a good position to make the following contentions:

- Management violated Article 8.5 when they worked work assignment letter carrier(s) off their assignment (s) and non-ODL letter carrier(s) overtime on and off their assignment when ODL letter carrier(s) were available to work.
- Management should have scheduled/called in ODL letter carrier(s) on their non-scheduled day or utilized the ODL letter carrier(s) it already had working to perform the overtime work on the day in question.
- Article 8.5.A gives letter carriers the right to sign the

ODL before each quarter begins. If a letter carrier chooses to sign the ODL they have a choice as to whether to sign the regular ODL or the work assignment ODL. When a letter carrier signs the regular ODL, they are obligated to work up to 12 hours per day and 60 hours per week.

- Article 8.5.C.2 provides that when the need for overtime during the quarter arises, letter carriers on the ODL will be selected to perform the work. Therefore, an ODL letter carrier is available to work overtime on both regularly scheduled days and non-scheduled days. ODL letter carriers also have a right to work overtime before non-ODL letter carriers are assigned to work overtime except in a few limited situations. None of those situations are present in this case.
- Letter carriers who sign the work assignment ODL are obligated to work up to 12 hours on their own assignment on their regularly scheduled days. When it comes to working overtime off their assignment or on their non-scheduled days, Work assignment ODL letter carriers are the same as non-ODL letter carriers.
- When non-ODL letter carriers are forced to work overtime on and off their assignments and/or work assignment letter carriers are forced to work overtime off their assignments when ODL letter carriers are available to work, a contract violation occurs causing harm to each group

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Soliciting customers to . . .

Change their mode of delivery

The Postal Service has recently solicited customers to change the way they receive their mail. In many locations, USPS has solicited customers to change from receiving mail to their home or business door to a centralized location where a number of deliveries are made into a cluster box. The cluster box could be placed anywhere, from a sidewalk to a location at the end of the street. In such cases, customers have to go to the cluster box to retrieve their mail. The Postal Service refers to this as “conversion of mode of delivery.” These attempts often have a negative affect on the service letter carriers provide to their customers. It is important that postal customers understand their rights and the rules and regulations that govern such changes. This article contains the latest information with regards to customers and the conversion of mode of delivery along with the rights of letter carriers when it comes to educating those customers.

Customer rights when the Postal Service solicits to change the mode of mail delivery

The regulations and restrictions discussed below are contained in an internal Postal Service manual called the Postal Operations Manual (POM). Specifically, they are found in Section 631.6 of the POM. This section is printed in the box to the right.

Letter carriers should understand exactly what the regulations do (and do not) say.

- In new developments, delivery must be established for over one year before the USPS solicits to convert the mode of mail delivery
- Customer signatures must be obtained prior to any conversion of the mode of mail delivery

- Where residences and lots are owned, property owners must agree to the conversion in writing and those who do not agree must be allowed to retain their current mode of delivery
- In communities controlled by an owners’ association, it controls the mode of delivery

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Postal Operations Manual

631.6 Conversion of Mode of Delivery

In this section, conversion refers to changing existing mail delivery to a more economical and efficient mode. The key to converting existing deliveries is identifying those deliveries that are most costly to the Postal Service. Delivery managers can go into any delivery territory where delivery has been established for over 1 year and solicit to convert the mode of delivery if it would be cost beneficial to the Postal Service.

Postmasters should not establish a mixed delivery area in which the carrier must zigzag from the door to the curb when previously the carrier took obvious shortcuts to effect delivery. Postmasters must weigh the advantages and disadvantages of converting less than 100 percent of the deliveries.

Customer signatures must be obtained prior to any conversion. In single-family housing areas (including manufactured housing and mobile homes) where the residences and lots are owned, each owner must agree to the conversion in writing. Owners who do not agree must be allowed to retain their current mode of delivery.

When a residence is sold, the mode of delivery cannot be changed arbitrarily prior to the new resident moving in. The existing mode of delivery must be retained absent an agreement otherwise. If an owners’ association represents the community, it can direct the mode of delivery for the community. In rental areas, such as apartment complexes and mobile home parks, the owner or manager can approve the conversion.

Safety and Service Reviews

As a result of an increasing concern over the unsafe work environments faced by many of our brother and sister letter carriers, along with issues that affect service to our customers, President Rolando approached management at USPS headquarters with the idea of developing a joint program. Talks were productive and the parties entered into a new joint effort known as *Safety and Service Reviews*. Director of City Delivery Brian Renfroe and USPS manager of Field Labor Relations Mike Mlakar are responsible for the roll-out of this massive undertaking.

This national safety and service review team is focusing on areas of the country where factors contribute to letter carriers working in unsafe work environments, regardless of whether those conditions exist during daylight or after dark. The members of the team are also paying special attention to areas where carriers are routinely delivering mail past traditional delivery hours.

Based on the severity of the circumstances just described, locations are selected and a series of meetings are scheduled. The initial meeting is held with area representatives from labor relations, delivery operations and human resources. The purpose of this meeting is to collect and discuss the data necessary to conduct a thorough review and evaluate every possible factor that may be causing the problems.

Subsequent meetings are held with branch presidents and district

management. During these meetings the parties are asked to identify where they have safety and service issues, why they believe these issues exist and what solutions they can suggest.

All of the information gathered from these meetings is then summarized in an initial report and the national safety and service review team's findings and recommendations are presented to President Rolando and Doug Tulino, USPS Vice

signed to improve letter carrier safety.

Looking back after the completion of these initial reviews, it has become apparent that the branch presidents play a key role in this process. Their input based on local knowledge and their continued efforts have helped us achieve initial success.

These reviews are expanding to other locations. Contributing factors

The national safety and service review team is focusing on areas where letter carriers work in unsafe environments, whether during the day or after dark

President, Labor Relations. It is then time to develop a roadmap for other NALC and USPS representatives who will be tasked with following up and monitoring the implementation of any recommendations that are jointly agreed upon.

So far, some of the recommendations made include: conversion of part-time flexibles and city carrier assistants to full-time status, along with an agreement to have the National Joint Labor-Management Safety Committee develop and test equipment de-

to the causes of safety and service issues such as staffing, start times, mail processing, transportation schedules, route adjustments and alternate route structures, will all be considered.

The important thing is to continue to evaluate every safety and service issue and to work hard at developing lasting solutions that improve the safety of the letter carriers we represent and the service we provide to our customers. ■

STEWARDS' CORNER

Shop stewards' guide . . .

5 questions to remember

The special 2014 convention preview edition of the *NALC Shop Steward's Guide* was introduced at the national convention in Philadelphia, Pennsylvania to go with the "Processing Grievances-Start to Finish" and "Shop Steward Training School" workshops. The guide was created to assist NALC shop stewards with the variety of roles they play as union activists each and every day, especially the role of enforcing the collective bargaining agreement.

As an NALC activist you already know the shop steward's job is difficult and demanding. The *NALC Shop Steward's Guide* is a resource for the front line steward that goes beyond the language of the National Agreement and Joint Contract Administration Manual (JCAM) by providing more in-depth information on grievance handling and how to effectively handle the day-to-day situations shop stewards encounter.

While the *NALC Shop Steward's Guide* covers a number of special topics, this article will focus on the objective thinking that stewards should use when processing grievances. For a grievance to have the best chance of success, stewards should keep in mind the following five questions. These five questions are repeated throughout the *NALC Shop Steward's Guide* because of their importance to successful grievance processing.

1. Is there a violation of the National Agreement?
2. Did we properly frame the issue?
3. Did we determine all the facts of the case and document each one?
4. Do our contentions clearly explain the documented facts and how the National Agreement was violated?
5. Did we request an appropriate remedy for the contract violation?

Let examine each question to better understand the importance of determining the answers when putting a grievance file together.

1. Is there a violation of the National Agreement?

Though this may seem to be the simplest of the five questions, it is

also the most often overlooked. Many times a situation is presented to us as a violation to grieve. Stewards must go to the National Agreement to determine if whatever happened is a violation.

From the very beginning of a grievance, stewards should always try to understand what provision(s) of the collective bargaining agreement has been violated by management. Without starting off with a clear understanding of the violation, it will be extremely difficult for you to explain to management the grievance going forward. Also it makes the case more difficult for the union representatives tasked with building the file.

2. Did we properly frame the issue?

No matter at which step of the grievance procedure you find yourself as steward (Informal or Formal Step A), framing the issue(s) is important. Framing the issue (beginning on a separate sheet of paper) allows you to collect your thoughts and helps you to properly present it to management during your grievance meeting. The issue

statement should identify the relevant contractual or handbook provisions involved. In the case of a disciplinary grievance, the issue statement should always indicate the type of discipline an employee is receiving.

Stewards should always try to understand what provision of the contract has been violated

At the Informal Step A level, an issue statement is not added to the PS form 8190 but can be provided or used as a starting point for you or the steward/designee at Formal Step A if you are unable to resolve the grievance at Informal Step A.

The *NALC Shop Steward's Guide* provides tips on issue statements and some examples to lead you in the right direction, including when it may be necessary to frame multiple issues.

3. Did we determine all the facts of the case and document each one?

Determining the facts of the case requires investigation and then documentation to support the facts you discover. It also demands that investigative questions be asked and answered during your preparation. *Who was the letter carrier or carriers involved? What did management say or do? When did it happen? Why did it happen? How did it happen?* These questions and others help you to determine the facts of the case.

The grievance file should include evidence that supports your facts. This can be done using a variety of documents, such as witness statements, clock rings and other records. Shop stewards should never take anything for granted when documenting facts. An abundance of information in the file will solidify the facts outlined in your grievance and ensure nothing gets left out.

Many successful stewards choose to list all of the facts on one side of a sheet of paper and the evidence that will document each fact on the other side. This can be a great way to organize your thoughts and give you a better of idea what

information to request and include in the case file.

4. Do our contentions clearly explain the documented facts and how the National Agreement was violated?

Shop stewards should make arguments that clearly explain what happened based on the facts and connect that information to how the National Agreement was violated.

Sometimes shop stewards have all the facts that could be gathered in a grievance but fail to adequately explain how they are tied to a specific contract provision. Without pointing out specific contractual language from the National Agreement and drawing a pathway from there to the facts showing that a violation has occurred, the grievance(s) won't have the best chance at success. Contentions are that pathway in a grievance where shop stewards connect facts and contract language.

Remember, contentions should state all the facts of the case, state the contract provisions involved and explain how the facts of the case constitute the violation of the National Agreement you are claiming. The *NALC Shop Steward's Guide* discusses this subject at length and will be a great resource when you begin preparing your contentions.

5. Did we request an appropriate remedy for the contract violation?

Requesting remedies is one of the most important elements of a successful grievance. An inappropriate or insufficient remedy request for a contract violation in an

otherwise well-written grievance can cause you to win the battle but lose the war for obtaining justice for the letter carriers you represent as shop steward.

An appropriate remedy for a contract violation is to return the grievant(s) to the status quo. This means return them to the position where they would have been if the violation of the contract had not occurred. This is commonly referred to as "making the grievant whole."

Two main goals every shop steward should focus on when deciding what to request as a remedy are:

1. Stop the violation from occurring in the future.
2. Make the grievant(s) whole.

Shop stewards must remember an "appropriate" remedy doesn't mean asking for so much that it would be impossible to ever get the grievance resolved.

The new *NALC Shop Steward's Guide* addresses more than these five questions, but these questions should be considered every time a steward works on a grievance. If a shop steward is able to answer yes to each of the questions, success will follow.

Be sure to watch for the final version of the *NALC Shop Steward's Guide* both in print and PDF format this fall. It will be a valuable resource guide for both the inexperienced and experienced steward, providing valuable information to assist you in your role as a shop steward in the NALC.



**DELIVERING
FOR AMERICA**

Driving privileges

(Continued from page 1)

whether the medical restrictions are work-related or not.

Suspension of license

Second, carrier's state-issued driver's license is suspended. That one is also pretty cut and dried. Obviously, management will not knowingly allow an unlicensed driver to operate one of its vehicles.

No consideration is required by management when a carrier loses state driving privileges. Article 29 states, "An employee's driving privileges will be automatically revoked or suspended concurrently with any revocation or suspension of State driver's license and restored upon reinstatement." When management's basis for suspending a carrier's driving privileges is the loss of a state driver's license, the reinstatement of that state driver's license also restores on-duty driving privileges.

So what happens if a carrier's state driving privileges are suspended or revoked? Article 29 requires that "every reasonable effort will be made to reassign such em-

18159), "Article 29...requires the Employer to make temporary cross-craft assignments in order to provide work for carriers whose occupational driver's license has been suspended or revoked. The Employer is required to do so in a manner consistent with the APWU collective bargaining agreement."

Snow also ruled "...the Employer is without contractual authority to remove such employee. Such individuals shall be placed on leave with pay and reinstated to working status as soon as work is available by placing the employee in a position which will not violate the collective bargaining agreement of the other party."

Exception to suspension

Article 29 also addresses cases in which state law grants an exception to the suspension of a license for employment purposes:

In the event such revocation or suspension of the State driver's license is with the condition that the employee may operate a vehicle for employment purposes, the employee's driving privileges will not be automatically revoked.

When revocation or suspension of an employee's driving privileges is under consideration based on the on-duty record, such conditional revocation or suspension of the state driver's license may be considered in making a final determination.

Article 29 also requires the carrier to immediately notify their supervisor when their state driver's license is suspended or revoked. Make it a priority to alert the carriers in your branch to this requirement.

The final reason for revocation of driving privileges is the carrier's alleged misconduct regarding safety violations. Article 29 of the National Agreement states, "An employee's driving privileges may be revoked or suspended when the on-duty record shows that the employee is an unsafe driver." The question that naturally follows that statement is what is an "unsafe driver"? The term "unsafe driver" is clearly subjective and open to interpretation--such an allegation by management must be supported by the employee's on-duty record. Article 29 states:

Elements of an employee's on-duty record which may be used to determine whether the employee is an unsafe driver include but are not limited to, traffic law violations, accidents or failure to meet required physical or operation standards.

While those elements of the on-duty record "may be used to determine whether the employee is an unsafe driver," the term "unsafe driver" is still subjective.

For this reason, all revocations of driving privileges should be thoroughly investigated, and if needed, grieved by the local union. There have been cases in which local managers have revoked a carrier's driving privileges as a means of punishment, without valid reasons to sup-

Management will not knowingly allow an unlicensed driver to operate one of its vehicles

ployee to non-driving duties in the employee's craft or in other crafts."

"Every reasonable effort" by management is not contingent upon the carrier's request for non-driving duties. "Every reasonable effort" is a very broad term. Arbitrator Snow ruled in a national level case (C-

The provisions of Article 29 allow management to consider a state's conditional revocation or suspension when considering the suspension of a carrier's driving privileges based on the on-duty record:

port their actions. These cases should be grieved.

Article 29 also places an exclusion on management's decision-making process: "The report of the Safe Driver Award Committee cannot be used as a basis for revoking or suspending an employee's driving privileges." If management does consider that Committee's report, any revocation of driving privileges should be grieved. It should be noted that nothing prohibits the union from using a positive report from the Safe Driver Award Committee in a carrier's defense.

As stated earlier, when management is considering whether a carrier is an "unsafe driver" they may only consider the carrier's on-duty record. Article 29 says, "When a revocation, suspension, or reissuance of an employee's driving privileges is under consideration, only the on-duty record will be considered in making a final determination." That means management may not pull carriers' personal off-duty driving records to use against them.

Reinstatement of driving privileges

The memorandum of understanding, "Reinstatement of Driving Privileges," [page 214 of the National Agreement], provides the following protection from discipline and suspension of driving privileges:

2. The mere fact that an employee was involved in a vehicle accident is not sufficient to warrant automatic suspension or revocation of driving privileges or the automatic application of discipline.

The following criteria, also found in this memorandum, must be applied when driving privileges are

suspended as a result of a vehicle accident:

3. When an employee's driving privilege is temporarily sus-

— the nature, severity and recency of the incident(s) which led to the revocation or suspension;

Management may only consider the on-duty record when determining whether a carrier is an "unsafe" driver

ended as a result of a vehicle accident, a full review of the accident will be made as soon as possible, but not later than fourteen (14) days, and the employee's driving privileges must either be reinstated, suspended for a specified period of time not to exceed sixty (60) days, or revoked as warranted. If the decision is to suspend or revoke the employee's driving privileges, the employee will be provided, in writing, the reason(s) for such action.

The memorandum also address an employee's right to request reinstatement of driving privileges and management's responsibility to thoroughly review the listed elements and provide a written decision when they deny the request:

4. If an employee requests that revoked or suspended driving privileges be reinstated, Management will 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 decision is to deny the request, the employee will be provided with a written decision stating the reasons for the decision.

The Management review must give careful consideration to:

— any driver's training or retraining courses completed from private schools, state sponsored courses, or Postal Service training programs, especially when directly relevant to the incident(s) that led to the revocation;

— successful participation in an EAP program, when relevant to the reasons for revocation;

— the employee's state driving record consistent with the criteria for initial certification of driving privileges as stated in the applicable Handbook. The Employer may waive these criteria if warranted in light of the other factors listed above.

The memorandum was not intended to define the conditions for revocation of driving privileges. This means management can't use this memo as a checklist to support their suspension of a carrier's driving privileges: "5. This Memorandum of Understanding is not intended to define the conditions or circumstances for which an employee's driving privileges may be suspended or revoked."

Protect your rights and your driving privileges. ■

Woo grievance

(Continued from page 5)

of letter carriers. ODL letter carriers lose their bargained right to earn extra money and letter carriers forced to perform overtime work lose time outside of the workplace that they bargained to have.

- The appropriate “make whole” remedy for this type of violation is overtime pay for the ODL letter carriers that were deprived of their contractual right to work overtime and compensatory paid time off for the non-ODL letter carriers that were deprived of their contractual right to time away from the workplace.
- Management violated Article 15, Sections 2 Step B (c) and 3.A of the National Agreement and Step 4 M-01517 by failing to comply with the past arbitration awards, Step B Decisions and/or Formal A agreements included in the case file.

As a remedy, the union should request the following:

1. That management cease and desist violating Article 8, Section 5 of the National Agreement in the future.
2. That the following ODL letter carriers each be paid the equivalent to the amount of hours listed by each of their names at the appropriate overtime rate
3. That the following work assignment letter carriers be granted compensatory paid time off for the amount of hours listed by each of their names

4. That the following non-ODL letter carriers be granted compensatory paid time off in the amount of hours listed by each of their names

Remember, “Where a WOO mandates overtime for non-OTDL employees on a regular basis – the exception swallows the rule.” ■

Change mode of delivery

(Continued from page 6)

- In rental areas, such as apartment complexes or mobile home parks, the owner controls the mode of delivery
- Owners who do not agree in writing must be allowed to retain their current mode of delivery
- When a residence is sold, the existing mode of delivery cannot be changed prior to the new resident moving in

These regulations make it very clear that property owners are in control of where they receive their mail. If property owners wish to retain their existing mode of mail delivery, they have the right to do so. NALC has created a fact sheet for postal customers that clearly explains their rights. It is available on the NALC website at <http://www.nalc.org/news/nalc-updates/body/Mode-of-mail-delivery-Fact-Sheet.pdf>.

Employee rights in campaigns for/against changes in mail service

Section 667.12 of the Employee and Labor Relations Manual (ELM) provides the following in regard to employees engaging in

campaigns for or against changes in mail service:

667.12 Engaging in Campaigns for Changes in Mail Service

Employees in active status must not engage in campaigns for or against changes in mail service. This regulation must not be construed to infringe on the rights to participate in labor organizations.

Letter carriers, as active Postal Service employees, should be aware of this regulation. If letter carriers have questions about what they should or should not participate in, the national business agent’s office should be contacted for guidance.

Retired letter carriers may be fully involved in campaigns against changes in mode of mail delivery. Such campaigns may involve educating members of the public on their rights when the Postal Service solicits conversions of mode of mail delivery, including how any solicited change may affect each customer. Retired letter carriers can also be instrumental in forming partnerships with community organizations to help fight reductions in service to postal customers by changing mode of mail delivery. ■



City delivery route alternative adjustment process:

Responsibilities of local office contacts

On September 23, 2014 the NALC and USPS agreed to a memorandum of understanding (MOU) on a new joint route adjustment process, *Re: City Delivery Route Alternative Adjustment Process 2014-2015* (M-01845). Subsequent to the signing of that MOU, the parties jointly developed a document, *City Delivery Route Alternative Adjustment Process 2014-2015* (M-01846), to provide the mutual understanding of the national parties on issues related to the MOU. It is intended for use by the parties at all levels in properly applying the terms of the City Delivery Route Alternative Adjustment Process (CDRAAP).

The process for selecting local office contacts and their responsibilities are found in M-01846. The previous joint route adjustment processes stated that the NALC local office contact would be the NALC branch president or designee and the new CDRAAP still keeps that selection in the hands of the branch president who will select the NALC local office contacts in his or her offices. Unlike earlier processes where the USPS local office contact was the postmaster or designee, for CDRAAP the USPS local office contact will now be selected by the district manager.

Much of the overall structure of the process is unchanged from our last joint adjustment process. However the responsibilities of the local office contacts have changed a bit.

M-01846 states “The contacts will be provided information on their duties and responsibilities and will discuss these tasks with their assigned route evaluation and adjustment team prior to performing local office contact tasks.” Those duties and responsibilities are outlined in this article.

The local office contacts are responsible for providing the route evaluation and adjustment team the following information:

- Local issues relevant to route evaluation and adjustment.
 - For example: Provide information about any situations unique to a particular office. Such information may be whether or not you have an office break or if your office has business routes with abbreviated Saturday delivery.
- A current seniority list.
- Current or anticipated vacancies and information regarding replacement carriers.
 - For example: Provide a list of any assignments where the regular carrier has been out long-term for injury, sick leave, or for military leave. Also, a copy of the vacation roster may be useful to the route evaluation and adjustment team.
- Potential data integrity issues regarding Management Operating Data System (MODS) code entries, modifying time clock entries in TACS, auxiliary assistance tracking, work hour transfers, etc.
 - For example: Provide any documentation from errors found on the posted Workhour Workload Reports (All Routes) that may have not been previously corrected. If you have grievances that document past improper modifications for a certain time period, then those would be useful as well to ensure the route evaluation and adjustment team is reviewing correct data.
- Where appropriate, reasons why the selected review periods may not be valid for evaluation.
 - For example: Inform the route evaluation and adjustment team if you had operational changes or other factors that may affect the selected review periods.
- Notification to the route evaluation and adjustment team, as far in advance as practicable, when either local office contact will not be

available to perform his/her responsibilities, including the name of his/her replacement.

- All PS Form 3999 data when requested.
 - For example: Provide letter carrier comments from any PS Form 3999 carrier consultations.
- Designated back-up representatives.

Local office contacts are also responsible for the following:

- Reading and becoming familiar with all agreements related to the process.
 - These agreements include M-01845, M-01846 and M-01847.
- Ensuring that valid and representative PS Form 3999s are conducted when requested by the route evaluation and adjustment team.
- Ensuring the PS Form 3999 process is followed at the local level.
 - This process is outlined in M-01846.
- Assisting the route evaluation and adjustment team with territory adjustments. The local office contacts may also jointly select someone with knowledge of the territory to provide this assistance.
- Providing carriers their routes' evaluated time, prior to the adjustment consultation.
 - The route evaluation and adjustment team will provide the local office contacts with the times.
- Providing carriers copies of any amended PS Form(s) 1840 Reverse if changes were made after the adjustment

consultation by the route evaluation and adjustment team.

- The route evaluation and adjustment team will provide the local office contacts with the amended copies.
- When appropriate, request a route adjustment review within 90 days following the implementation of the initial joint route adjustment. Either local office contact can initiate a review by completing a route adjustment review request form and sending it to the area/regional team. The reasons for the request should be explained on the form and it should be indicated whether or not there is agreement on the need for a review.
- Finally, the district lead team may, by mutual agreement, assign additional tasks to a specific pair of local office contacts, on an individual, case-by-case basis. For example, the district lead team may agree to assign a specific local office contact pair to determine how adjustments will be made in a specific zone.

If you are selected as a local office contact, please familiarize yourself with your roles and responsibilities in this new joint route evaluation and adjustment process. Your local knowledge is a vital part of this process. ■

Residual vacancy

(Continued from page 1)

ties will continue under the terms of M-01834 until March 31, 2015, unless extended by mutual agreement of the parties. For more on M-01834 see the May and June 2014 issues of the *Postal Record* or the NALC website (nalc.org).

What is a residual vacancy?

A residual vacancy is not simply a vacant letter carrier assignment. It is a letter carrier assignment that was posted for bid in your local bidding process, but had not received any bids when bidding was closed. Sometimes it can take a few rounds of bidding before there is a residual vacancy, as carriers bid to other assignments. Eventually there will be an assignment left over that received no bids. This would be a residual vacancy.

Over the first 11 months under the terms of M-01824 and M-01834, 10,000 residual vacancies and full time opportunities have been posted in e-Reassign to be filled by full time career letter carriers through either transfers or CCA conversions.

Through early September there have been about 5,800 PTF and 9,300 CCA conversions to full time career status across the country. There is one sure way to continue to be sure conversions are made when appropriate: report your residual vacancies to your NBA.

When you have a residual vacancy in your office, take the following steps:

1. **Get a copy of the posting to show that there was no successful bidder.** If you are in a manual bidding site, this could simply be a copy

Training Seminars & State Conventions

Listed below are all training sessions, educational seminars, or state conventions currently scheduled. For more information on any event, please contact the appropriate business agent. Any region not listed below has not reported any training scheduled as of the publication date of this issue of the *Activist*.

Region 5 - NBA Dan Pittman, 314-872-0227

Missouri, Iowa, Nebraska, Kansas
 February 28-March 1, 2015 Region 5 Rap Session; Sheraton Overland Park Hotel, Overland Park KS
 April 17-19, 2015 Nebraska Convention; Quality Inn Sandhills Convention Center, North Platte NE
 May 1-2, 2015 Kansas Convention; Sheraton Four Points, Manhattan KS
 May 3-5, 2015 Iowa Convention; Radisson Quad City Plaza, Davenport IA
 June 5-7, 2015 Missouri Training; Ta-Tar-A Resort, Osage Beach MO

Region 6 - NBA Patrick Carroll 586-997-9917

Kentucky, Indiana, Michigan
 October 10-12, 2015 KIM Region 6 Training Seminar; Radisson Hotel at Star Plaza, Merrillville, IN

Region 7 - NBA Chris Wittenburg 612-378-3035

Minnesota, North Dakota, South Dakota, Wisconsin
 November 1-2, 2014 Wisconsin State Training; Marriott Hotel, Racine WI
 April 27– May 1, 2015 Regional Training Seminar; Radisson, Roseville MN

Region 8 - NBA Pete Moss 252-828-8205

Alabama, Louisiana, Mississippi, Tennessee
 January 26-28, 2015 Region 9 Rap Session; Sam's Tunica Hotel & Casino, Robinsville MS
 April 16-19, 2015 Mississippi State Convention; Hilton Garden Inn, Tupelo MS
 June 4-6, 2015 Tennessee State Convention; Greystone Lodge at the Aquarium, Gatlinburg TN

Region 10 - NBA Kathy Baldwin 281-540-5627

New Mexico, Texas
 February 15-16, 2015 Regional Training and Rap Session; Doubletree at Intercontinental, Houston TX

Region 14 - NBA John Casciano 617-363-9299

Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont
 November 2, 2014 Vermont State Training; Rutland Country Club, Rutland VT

Region 15 - Larry Cirelli 212-868-0284

Northern New Jersey, New York, SW Connecticut, Puerto Rico, Virgin Islands
 January 4-6, 2015 New Jersey Merged 38 Training Session; Caesar's Resort, Atlantic City NJ
 February 28 – March 2, 2015 Region 15 Training Session; Bally's, Atlantic City NJ

of the posting with “no bids” or something similar written on it. If you are in a computer bidding site, you can get a printout of the posting showing that there was “no successful bidder.” In either case, this will come after bidding has closed.

2. **Make a copy of the “no bid” and send it to your branch president and/or NBA’s office.**

3. **Keep a copy of the “no bid” for your records.** You may need a copy in the future for a grievance file or if the original is lost.
4. **Confirm the residual vacancy is handled properly.** Make sure the residual vacancy is handled in accordance with the National Agreement or M-01834. If not, contact your branch president or NBA.

There is one person in each NBA office designated to assist local branches with the M-01834 process. Be sure to file a non-compliance grievance AND contact your NBAs office if the MOU is not followed.

Following the steps above will insure that as many residual vacancies are properly assigned to full time career letter carriers as possible.

ACTIVIST

NALC

A NEWSLETTER FOR BRANCH LEADERS
 NATIONAL ASSOCIATION OF LETTER CARRIERS
 100 Indiana Ave. NW
 Washington DC 20001



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USPS BY THE NUMBERS

Operations

	Number	Change from SPLY*
FY 2014 through 3rdQ		
Total mail volume (Millions of pieces)	117,833	-1.8%
Mail volume by class (YTD in millions)		
First-Class	48,655	-3.4%
Periodicals	4,579	-5.7%
Standard (bulk mail)	60,512	-0.6%
Shipping & Packages	3,041	8.5%
International	680	-4.6%
Other	416	-2.8%
Average days to delivery		
First-class mail	2	
Package services	4.3	

*SPLY=Same Period Last Year

Finances

FY 2014 through 3rdQ (millions)	Number	Change from SPLY*
Operating Revenue	\$51,225	2.1%
Operating Expenses	\$55,286	2.5%
Controllable Operating Income	\$4,398	
PSRHBFB Expenses	\$6,504	
Workers' Comp adjustments	\$1,955	
Net operating loss	-\$4,061	

Employment

FY 2014 - PP20	Number	Change from SPLY*
City carrier employment	164,626	-1.7%
Full Time	161,905	1.5%
PT Regular	589	-9.4%
PTF	2,132	-70.3%
City Carrier Assistant 1	28,757	25.0%
City Carrier Assistant 2	7,322	-1.4%
City carriers per delivery supervisor	14.5	
Career USPS employment	488,305	-0.6%
Non-career USPS employment	129,577	2.3%