

ACTIVIST

NALC

A NEWSLETTER FOR BRANCH LEADERS OF THE NATIONAL ASSOCIATION OF LETTER CARRIERS
VOL. 26, NO. 1 Winter 2013

2011 National Agreement:

New Memorandums of Understanding

On January 10, the arbitration panel chaired by Arbitrator Shyam Das issued the award that set the terms of the 2011-2016 national Agreement. In addition to the more publicized parts such as wages and the creation of the new classification of letter carriers (city carrier assistants), the award includes a number of significant Memorandums of Understanding (MOUs). Summaries and explanations of a few notable MOUs follow:

MOU Re: Delivery and Collection of Competitive Products

The Postal Service and NALC are seeking to expand postal products

and services offered to customers outside of normal business hours and days. Currently, same-day parcel delivery is being tested. This MOU guarantees any delivery or collection of new products or services provided in city delivery territory, during or outside of normal business hours and days, will be assigned to the city carrier craft.

MOU Re: City Delivery Task Force

This MOU creates a joint task force to develop and test ways to reduce or eliminate the conflict over time needed between letter carriers and management on the workroom

floor. The task force will also examine and test case configurations, casing standards, and various combinations of office and street functions.

MOU Re: Involuntary Reassignment Without Regard to Level

Previous to this MOU, letter carriers were excessed by grade. For example, if a grade two carrier technician wasn't needed, the junior carrier technician was excessed even if there was a more junior grade one letter carrier. This MOU requires that excessing of letter carriers to another letter carrier position in a different installation will be done by juniority without regard to pay level.

(Continued on page 7)

Change is Inevitable . . .

Delivery Unit Optimization (DUO)

We've all heard the maxim, "change is inevitable." Some changes are deliberate, while others are a result of the natural progression of life. The first time we notice the natural aging process (the telltale strands of grey hair), our initial reaction is to deny,

then defy, and finally take action to prepare for the change. Change is the order of nature. The sooner we can prepare for change, the easier it will be for us to progress with it.

(Continued on page 8)

INSIDE

Getting the word out ...2

Preparing for impasse in local negotiations 4

204Bs and 1723s6

Getting the word out

Article 1, Sect. 2 of the *NALC Constitution for the Government of Subordinate and Federal Branches* requires local branches to “unite all employees who are eligible for membership into one harmonious body for their mutual benefit, and to assist the National Association of Letter Carriers in its efforts to improve the condition of its entire membership.” Communication with eligible employees is imperative to fulfill this constitutional mandate. So as you think about ways to communicate the union's message, please consider how you would reach out to new employees, members (active and retired) and those who have for some reason never joined us or dropped out.

Let's discover how the message to form and preserve this great union reached letter carriers. To begin, in 1889, a convention call was sent out to letter carriers in all city post offices. About 60 carriers answered that call and traveled to Milwaukee, WI from 18 states to form our union. By founding their own labor union to fight for a decent living and justice on the job, these early letter carriers were joining fellow American workers in the fledgling labor movement of the late 19th century.

Fast forward to 1969 and 1970. A series of dramatic failures in communication and negotiation among NALC national leaders, the White House and NALC membership contributed to the climatic postal strike of March 15-18, 1970. President Emeritus Vincent R.

Sombrotto, then a rank and file member of Branch 36, was one of a growing number who had suffered enough and were going to risk it all for change even if it meant losing their job or going to jail. But how did the message of the strike travel to other branches so quickly? Let's honor President Emeritus Sombrotto by continuing the union's work by getting the message out. What can you do?

Promote a general membership meeting

Meetings are important to the NALC. As an activist who has attended a convention, rap session, committee of presidents, executive board, steward, general membership, by-law or other special meetings, you've become informed about current NALC issues. Consider promoting and doing a presentation at a general membership meeting about how the NALC gets the message out. Members may find a preferred way to receive messages if you let them know the various ways the union sends out messages. Extend a personal invitation, post a flyer, send out an e-mail or consider something new like a text message to promote attendance at a meeting.

Conduct an e-Activist drive

For almost a decade, the NALC has relied on the e-Activist network. Yet only 17 percent of NALC members are signed up.

Encourage stewards or members who attend branch meetings to conduct a drive to increase participation.

Recently the NALC sent out a mailing requesting that all members update their contact information with the NALC. Members can choose how they prefer the union to communicate with them. Please persuade members to provide this information so the NALC can better communicate with them in the future.

In October, the NALC began using text messages and automated phone calls to communicate with our members. These tools allow the union to reach any member anywhere if urgent action is required. Every member will always have the option to opt out of receiving text messages. Activists, and all other mem-

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Fredric Rolando, President



bers should contact the NALC Membership Department at 202-662-2826 with any questions or to sign up.

Communicate by mail

Our national union mails out *The Postal Record*, *NALC Bulletin* and this publication on a regular basis. The national president sends out letters for items of great importance that require special attention from the membership. When members have questions, remind them that NALC publications are an excellent source of information; select publications are available on the NALC website. Hopefully your branch has its own publication to inform members of local items of interest. If these publications do not resolve their issues, make yourself available or suggest they contact their national business agent (NBA) by letter or phone.

Promote the availability of materials online or for purchase

Items include, but are not limited to: the national agreement, JCAM, USPS publications, *NALC Constitution* and guides to internal union practices – such as finances, elections, membership, internal controls and boycott lists. For electronic files, visit the Contract Administration or the Secretary-Treasurer section of the NALC webpage. To purchase available items from the NALC Supply Department, order forms and available items can be located at <http://www.nalc.org/nalc/store/index.html>

Use social media

They can be a useful tool for immediate communications that need to reach the masses.



Facebook is a social utility used to connect people with friends and others who work, study and live around them. The

NALC uses Facebook to get messages out to friends, upload photos, share links and videos, and spread the message of the NALC.



Twitter is an online social networking service that enables its users to send and read text-based mes-

sages of up to 140 characters, known as "tweets."



Blogs are sites published on the web. They are frequently somewhat informal. Readers can discuss and comment on the subject under

consideration; the most recent entry is listed first.



YouTube is a video-sharing website. But it's not just for footage of cute animals, small children and celebrities. Your branch

can use it to upload, view and share videos of events of importance to your members.



Instagram is an online photo-sharing and social networking service. It enables users to take a pic-

ture, apply a digital filter to it, and share it on a variety of social networking services, including its own and other leading sites such as Facebook or Twitter.



Flickr is an image hosting and video hosting website, web services suite, and online community. The

NALC uses this service to share images with members.

The NALC currently uses all of these forms of communication to get out the message. Visit us at www.nalc.org. Social media links are in the top right corner of the NALC home page. Check it out. Consider incorporating any of these forms of communication to meet the needs of your local branch and choose what works best.

Make a phone call

Technology has provided the NALC "robo call" capabilities. Town Hall meeting calls allow members to participate in live messages from our president and in some cases, ask questions. How can your branch use the telephone to reach out to members?

Create a branch webpage

Locate someone who has an interest in developing a webpage for local members. Links can be provided from websites for information useful to members. Once members know useful information is there and will be updated, they have a reason to visit and stay current on issues affecting the union. A virtual library of items such as your local memorandum of understanding, by-laws and branch newsletters is as good as any hard copy library your branch may have, and is accessible 24/7.

(Continued on page 9)

Preparing for impasse in local negotiations

This is the fifth and final part in a series of *Activist* articles on local negotiations. Part 1 (Spring 2011) dealt with gathering documentation from management and input from the membership in preparation for local negotiations. Part 2 (Fall 2011) focused on selecting the bargaining team and drafting contract proposals. Part 3 (Winter 2012) concerned the pre-negotiation steps of notifying management of the union's intent to bargain and the establishment of ground rules for the bargaining sessions. Part 4 (Spring 2012) covered the actual negotiating process: what happens at the bargaining table, how to use caucuses and keep a record of the negotiations. Part 5 is about what happens when you haven't reached agreement on all of your negotiating items and time runs out.

Since Part 4 was published, a new national agreement has been reached through arbitration with changes defined in an award issued by Arbitrator Shyam Das on January 10, 2013. Under the terms of this award, the local negotiation period will be from April 1, 2013 to April 30, 2013. To assist branches in preparing for this, the NALC has recently published *2013 Local Negotiations*. This is a revised and updated version of the booklet last printed for the 2007 local negotiations. Branches wishing to obtain copies of the new version can request them from their National Business Agent's (NBA) office.

What is an impasse ?

An impasse occurs when the parties fail to reach agreement in local negotiations. Depending on the situa-

tion, either the union or management may decide to "impasse" one or more negotiating items, by appealing the dispute to a higher level for settlement discussions. If those discussions are not successful, the matter may be taken before a neutral arbitrator. The arbitrator hears evidence from both sides and decides what the language of the disputed contract will be. The 2013 impasse rules are as follows:

- Either party may impasse an item.
- Only a subject from the 22 items listed in Article 30 may be impassed.
- When management submits a proposal to change existing language to impasse, it has the burden to establish that the continuance of the existing language represents an unreasonable burden on the USPS. (The union has no such obligation when it seeks to change the language of the LMOU.)
- Any LMOU provision added or modified in one local implementation period may be challenged as inconsistent or in conflict with the national agreement **only** during the local implementation of the subsequent national agreement.

Because impasses are handled at a higher level, the branch should maintain contact with its NBA when an impasse appears to be developing during the negotiations period. Your NBA can provide use-

ful advice and sometimes can help resolve deadlocks at the local level.

Keep in mind that a reasonable negotiated settlement is usually preferable to one imposed by an outsider. So it is a good idea to keep the door open to further negotiation even though management has hardened its position, and even though the April 30th deadline may be very close. Many labor contracts are settled at the 11th hour, although an agreement seemed distant and impossible just a short time before. Even if the parties cannot reach agreement on how to change a provision, they can keep the language they already have by declining to impasse it.

The negotiating committee should study the *2013 Local Negotiations* guide carefully before negotiations begin.

2013 impasse procedure deadlines

Wednesday, May 15, 2013:

This is the date that you must have your impasse packet submitted to your NBA. Copies of the packet must also be submitted to the postmaster as well as to the USPS Labor Relations Service Center (contact your NBA for this address). The impasse packet must contain your written, initialed statement identifying the issues in dispute as well as copies of all proposals and counter-proposals relevant to them.

Sunday, July 14, 2013:

Your NBA and the USPS's representative will have until this date to

try to resolve all the matters in dispute.

Sunday, August 4, 2013:

The NALC national president will have until this date to certify for arbitration those remaining impasses which are to be resolved by arbitration.

Some tips when an impasse occurs

If one or more items are appealed to impasse, remember to do the following:

- Complete a separate impasse appeal form for each Item (see sample in the box to the left). Be sure to include all the requested information.
- Write a separate cover letter for your NBA for each item impassed. This is for your NBA only and should not be sent to the postmaster or the Labor Relations Service Center. Fully explain the disputed items and the course of the negotiations. If appealed items are related, e.g. the number off and the length of the choice period, be sure to give a clear explanation. If there is some past negotiating or background history on the issues, please explain. Include any other information that may be helpful to your NBA when discussing the issues with management or preparing for arbitration, including your hoped for outcome and bottom-line.

Sample Impasse Appeal Format
Separate form for each impasse item

TO: Labor Relations Service Center ____ <i>(Address)</i>	FROM: NALC Branch No. ____ <i>(Address)</i>
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LMOU Impasse Appeal

NALC impasse USPS impasse

Article 30 Item No. (1-22) _____

LMOU Item and/or Section _____

Installation: _____

- 1) Exact language, if any, of the impasse item as it appeared in the 2007 LMOU
- 2) Original Union proposal (exact language and date discussed)
- 3) Management counter-proposal (exact language and date discussed)
- 4) If applicable, attach any additional proposals and counter-proposals
- 5) Final Union proposal (exact language and date discussed)
- 6) Final Management Position (exact language and date discussed)

Union Representative _____ Date _____ Initials _____ <i>(Address)</i> Phone _____	Management Representative _____ Date _____ Initials _____ <i>(Address)</i> Phone _____
--	---

Labor Relations Service Center
 NBA
 Postmaster
 Branch File Copy

Sample Impasse Appeal Form

- Ask your NBA for the correct address of the USPS Labor Relations Service Center.
- If local management makes its own appeal to impasse, make sure to obtain a copy of their written statement. Read it carefully and send it along with your comments about it to your NBA. Think of this as writing an additions and corrections letter in a grievance. Point out flaws in management’s reason-

ing and rebut statements that you don’t agree with.

- As your NBA may need additional input from your branch during settlement discussions with management, make sure the NBA knows how to reach the negotiating team and/or branch president on short notice.

Final words

This series of articles was begun nearly two years ago to encourage branches to get an early

(Continued on page 11)

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)

New MOUs

(Continued from page 1)

MOU Re: Article 8 Task Force

The parties recognize that overtime issues are frequently the source of controversy and grievances. The joint task force established by this MOU will explore ways to improve the overtime process. The task force has the right to test alternative methods of administering overtime.

MOU Re: Alternate Route Evaluation and Adjustment Process

Though the parties did not agree to a joint route adjustment process in 2012, this MOU requires the parties to continue efforts to develop a joint route adjustment process. NALC believes a joint route adjustment process is in the best interests of letter carriers. We believe we can build on the success of the past joint route adjustment processes.

MOU Re: Transitional Employees/Part-time Flexible Conversions

This new MOU sets forth three requirements with regard to the October 9, 2012 MOU *Re: Transitional Employees/Part-time Flexible Conversions* (M-01797):

It extends the Article 12 work group established by paragraph 5 of M-01797 to function through the term of the 2011 National Agreement.

The additional 3400 transitional employees hired pursuant to M-01797 do not translate to any entitlement of additional city carrier assistants (CCAs) after the April 2013 phase-out of transitional employees in the letter carrier craft. If the 3400 transitional employees become CCAs, they will be counted as part of the cap outlined in Article

7.1.C of the 2011 national agreement.

« Disciplinary grievances for issues of 14 day suspensions or less

In addition to the more-publicized parts of the recent agreement, the Das award includes a number of significant MOUs

The Postal Service is required to comply with all other provisions of M-01797, including all part-time flexible conversions required by paragraphs 1, 2 and 4.

MOU Re: Part-Time Flexible Conversions

The Das award requires all part-time flexible letter carriers to be converted to full-time status over the life of the 2011 national agreement. The parties recognize in some circumstances, there may not be full-time opportunities available. For example, very small post offices may not have enough work for part-time flexibles converted to full-time. This MOU requires the parties to explore ways to provide full-time conversion opportunities to employees in situations where there are currently no such opportunities.

MOU Re: Expedited Arbitration

Prior to the 2011 national agreement, only disciplinary grievances for suspensions of 14 days or less and letters of warning were heard in expedited arbitration. This MOU expands the topics that will be heard in expedited arbitration:

- Requests for medical certification
- Restricted sick leave
- Individual requests for annual leave, sick leave, advance sick leave, leave without pay or court leave
- Individual holiday scheduling issues
- Article 25, higher level assignments
- Employee claims
- Employer claims of less than \$1000 dollars
- Hold-down assignments

Either party still has the right to refer an expedited case to regular arbitration in accordance with Article 15 of the national agreement.

The full text of all the MOUs discussed above can be found in Arbitrator Das' decision, available on the NALC web site. They will also be included when the final version of the 2011-2016 contract is printed.

DUOs

(Continued from page 1)

Some letter carriers will continue to experience more changes this year as a result of a USPS initiative called Delivery Unit Optimization (DUO).

Definitions

A DUO occurs when all letter carriers in an office are moved to a different installation and the post office where they used to work stays open with window services.

Losing Installation – the installation(s) where *all* city letter carriers are moved.

Gaining Installation – the installation where all city letter carriers from the losing installation(s) are *moved to*.

The DUO process is described in detail in the May 2011 *Postal Record* article by Director of City Delivery Lew Drass.

MOUs

To resolve many issues resulting from DUO, the NALC and USPS entered into the following Memorandums of Understanding (MOUs) pertaining to DUOs. (Full text of these MOUs can be found in the Materials Reference System on the NALC website.)

M-01744 addresses how to resolve the differences when two or more Local Memorandums of Understanding (LMOU) are involved, as well as what happens in the event USPS changes its mind somewhere down the road and decides to move the letter carriers back to the original installation.

M-01745 addresses several issues involved when a DUO occurs, including who goes, notice period, seniority, hold-down assignments,

higher-level assignments (Article 25), and previously approved annual leave.

(It must be noted that these two MOUs do not apply in situations where there are already clear contractual provisions that govern the movement of letter carriers and consolidation of post offices. This point is outlined in both MOUs.)

M-01778 clarifies the intent of the previous DUO agreements as they pertain to the limited circumstance where letter carrier(s) have active retreat rights back to any installation involved in DUO. This MOU requires such retreat rights for letter carriers to be carried for-

your branch (gaining or losing) you should contact your national business agent (NBA) immediately.

Be prepared to provide your business agent with the following information:

1. The date the DUO event will be implemented (if known).
2. Your branch number and the installation(s)/delivery unit(s) involved.
3. Total number of branch members, both active letter carriers and retirees.
4. A contact person, with both office and cell phone numbers.

Before anything else, preparation is the key to success...

Alexander Graham Bell

ward to the gaining installation. (Letter carriers with active retreat rights to the gaining installation are not altered by this new MOU except the order of offering retreat rights may be affected. This is true because the seniority rosters of all installations involved in a DUO are merged.)

Additionally, M-01778 requires that retreat rights to the original installation will be restored in the event the DUO process is reversed and letter carriers are returned to their original installation.

When DUO happens

As a branch leader, as soon as you are notified of a DUO event that affects an installation(s) within

5. Number of routes in your installation(s) involved.
6. Makeup and number of letter carriers involved (FTRs, PTFs, and CCAs).
7. Dues structure of your branch for both active letter carriers and retirees.
8. Copy of your branch LMOU.
9. Whether the branches involved have discussed merging, and if so, who was part of those discussions.
10. List of NALC members, branch officers or stewards if your branch is the **losing** installation(s).

Branch jurisdiction

While it is the Postal Service that decides what installation(s) are involved, only our national president (and not the USPS) decides to what branch letter carriers will belong after members of multiple branches are combined as a result of a DUO.

The NALC national president will decide which of the two branches will be the representative branch for the letter carriers at the gaining installation.

This question of what to do with the branch affiliation for the letter carriers involved must be answered. When a DUO occurs that crosses NALC branch lines, there are three choices that can be made:

1. The branches can voluntarily agree to a merger.
2. The national president can decide to allow the branches to “co-exist.” (In other words, both branches are maintained in the same installation and the national president designates one branch as the representative branch.)
3. The national president can decide to transfer members from one branch to the other.

Prior to making any decision, President Rolando will take all factors of each individual situation into consideration and discuss the matter with the branch presidents involved. The final decision will be what President Rolando believes is in the best interest of those members involved.

Mergers

Branches that voluntarily agree to merge can find applications and instructions to merge on the NALC website at NALC.org. Go to De-

partments, click on the Secretary-Treasurer tab and you can access the following documents to complete the merger process.

- Merger application instructions
- Sample statement of reasons for requesting the merger and sample resolution to be adopted by each branch (with sample language both for the surviving branch and the dissolving branch)
- Merger application

For further assistance with merging or other DUO related issues please contact your NBA. ■



Congress.gov to replace Thomas

Many NALC activists are very familiar with Thomas (thomas.loc.gov) as a reliable source of Congressional information. A new and improved site, Congress.gov was recently launched, and will gradually incorporate all the information available on Thomas — and more. The new site is designed to be more user-friendly, with improved search and other capabilities. Check it out and see what you think. Both Thomas and Congress.gov will be available until all of the content has migrated over.

Getting the word out

(Continued from page 3)

Use your bulletin boards

This may be a forgotten form of communication. Not every member will necessarily log on to a computer each day, but all active carriers will see a bulletin board. Task a member in each office with updating the union bulletin board. If kept current, members will know where to get the latest information. Remember, it is not only important that we communicate to members; they must know how to communicate with us. Contact information for local branch leaders should be readily available. Post local memoranda, local by-laws, flyers, and the *NALC Bulletin* along with branch contact information on the union bulletin board.

Activists are not limited to any particular form of communication. Choose any and all appropriate ways. Find the preferred method for the intended recipient. It may not be the same for all the members. It is also important to make it clear that the NALC does not share or sell e-mail addresses, mailing addresses or phone numbers with others outside the NALC.

Remember knowledge is power and a more knowledgeable membership promotes solidarity and strength. In the strike video, President Emeritus Sombrotto stated, “It wasn’t only me, it was everybody who felt the same way.” We can honor his legacy if we do all we can to communicate with our members, because it takes everybody to insure solidarity in our union. Now get out there and communicate with the members. Any of the methods mentioned above can work. But, when it is really important, send a handwritten letter or stop by for a personal visit. ■

Training Seminars & State Conventions

Listed below are the training sessions, educational seminars, and state conventions scheduled through May 2013. For more information, contact the appropriate business agent. Any region not listed has not reported any training scheduled for this time period.

Region 1-NBA Christopher Jackson 714-750-2982
California, Hawaii, Nevada, Guam

February 21-23, Nevada State Convention, Golden Nugget, Las Vegas, NV
May 25-27, Hawaii State Convention, Waikiki Beach Marriott Resort, Honolulu, HI

Region 2-NBA Paul Price 360-892-6545
Alaska, Utah, Idaho, Montana, Oregon, Washington
April 25-27, Idaho State Convention, Red Lion Hotel, Twin Falls, ID
May 3-5, Oregon State Convention, Best Western Seaside, Seaside, OR
May 13-15, Utah State Convention, Montego Bay Casino Resort, West Wendover, NV
May 17-18, Montana State Convention, Copper King Hotel, Butte, MT
May 17-19, Washington State Convention, Fairgrounds, Puyallup, WA

Region 4-NBA Roger Bledsoe, 501-760-0227
Arizona, Arkansas, Colorado, Oklahoma, Wyoming
April 27-28, Arizona State Convention, Renaissance Phoenix Downtown Hotel, Phoenix, AZ
April 26-27 Colorado State Convention, Hilton Hotel, Fort Collins, CO
April 26-27 Oklahoma State Convention, Western Hills Lodge & Resort, Hobart, OK
May 31-June 1, Wyoming State Convention, Best Western, Rock Springs, WY

Region 5-NBA Dan Pittman, 314-872-0227
Missouri, Iowa, Nebraska, Kansas
March 2-3, Region 5 Rap Session, Westin Crown Center, Kansas City, MO
April 19-21, Nebraska State Convention, Ramada Inn, Kearny, NE
April 26-27, Kansas State Convention, Holiday Inn, Lawrence, KS
May 5-7, Iowa State Convention, Prairie Meadow Hotel, Altoona, IA

Region 6-NBA Patrick Carroll 586-997-9917
Kentucky, Indiana, Michigan

February 23-24, Kentucky State Training, Holiday Inn University Plaza, Bowling Green, KY
April 19-21, Indiana State Convention, Hilton Fort Wayne at the Grand Wayne Convention Center, Fort Wayne, IN
May 19-21, Michigan State Convention, Mission Point Resort Hotel, Mackinac Island, MI

Region 7-NBA Chris Wittenburg 612-378-3035
Minnesota, North Dakota, South Dakota, Wisconsin
April 13-14, South Dakota State Convention, Best Western, Watertown, SD
April 26-27, North Dakota State Convention, Best Western, Fargo, ND
April 29-May 3, Region 7 Regional Training Seminar, Radisson, Roseville, MN
May 18-19, Wisconsin State Training, Best Western, Waupaca, WI

Region 8-NBA Peter Moss 256-828-8205
Alabama, Louisiana, Mississippi, Tennessee
February 25-27, Regional Training and Assembly, Sam's Town Tunica Hotel; Robinsonville, MS
April 19-20, Mississippi State Convention, Hilton Hotel; Jackson, MS
May 30-June 1, Tennessee State Convention, Glenstone Lodge, Gatlinburg, TN

Region 9-NBA Judy Willoughby 954-964-2116
Florida, Georgia, North Carolina, South Carolina
April 5-6, South Carolina State Convention, Avista Resort, N. Myrtle Beach, SC

Region 10-NBA Kathy Baldwin 281-540-5627
New Mexico, Texas
February 16-18, Region 10 Rap Session, Doubletree at Intercontinental Airport; Houston, TX

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)*

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.

ACTIVIST

NALC

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



Non-Profit
 U.S. Postage
PAID
 Washington, D.C.
 PERMIT NO. 2255

USPS

BY THE NUMBERS

Operations

FY 2013 through 1st Quarter	Number	Change from SPLY*
Total mail volume YTD (Millions of pieces)	43,493	-0.2%
Mail volume by class (YTD in millions)		
First-Class	17,723	-4.5%
Periodicals	1,640	-5.1%
Standard (bulk mail)	22,622	3.6%
Shipping & Packages**	1,009	4.0%

** Reflects change in reported USPS categories

Workhours (YTD in thousands)	Number	Change from SPLY*
City Delivery	100,607	0.8%
Mail Processing	55,892	-1.8%
Rural Delivery	44,400	-0.8%
Customer Service/Retail	36,513	-2.7%
Postmasters	14,547	1.9%
Other	35,410	-0.9%
Total Workhours	287,706	-0.3%

*SPLY=Same Period Last Year

Finances

FY 2013 through 1st Quarter (millions)		
Operating Revenue	\$17,660	-0.1%
Operating Expenses	\$18,880	-9.8%
Controllable Operating Income	\$144	
PSRHBFB Expenses	\$1,400	
Workers' Comp adjustments	\$8	
Net operating loss	-\$1,284	

Employment

FY 2013 —PP3	Number	Change from SPLY*
City carrier employment	174,059	-3.7%
Full Time	163,246	-0.1%
PT Regular	680	-9.1%
PTF	10,133	-39.1%
Transitional	9,455	48.8%
MOU Transitional	8,004	2.3%
City carriers per delivery supervisor	16.3	
Career USPS employment	520,438	-4.9%
Non-career USPS employment	110,662	16.8%