

Getting a good start on 2011

It's a new year. Many of us propose new resolutions, some of us decide to turn over a new leaf, and then others of us just watch in amazement that another year has passed. Regardless of how you view a new year, here are some suggestions for getting a good start on 2011.

Have you checked your official personnel folder (OPF) lately? Your OPF is the record of your employment with the Postal Service. If you have had a step increase this past year, it should be recorded in your OPF. If you have received a letter of commendation or letter complimenting your service from a patron, it should be recorded in your OPF. Are you close to retirement age or have you had a change in your "life status" in the past year? All of these entries and more should be in your OPF. Everyone should review his or her OPF at least once a year—you can never be too careful with your work record.

If there are inaccurate documents in your OPF or documents that are missing, it could have a negative impact on your career. If significant dates are missing or wrong, it could cost you money. So, how do you review your OPF? It's quite easy and painless now that your OPF is in an electronic format. Log on to liteblue.usps.gov, click on the tab called "MY HR" and then click on "access my eOPF." At this point, you will be able to review each page of your OPF. If you notice something that doesn't belong, or is inaccurate or missing, contact Shared Services immediately and make the correction. You can contact them at Shared Human Resources Center, HRSSC/Compensation & Benefits, P.O. Box 970400, Greensboro, NC 27497, by phone at 877-477-3273 or by fax at 336-662-4070. If you need help with the process, you should seek the assistance of your shop steward.

Are you monitoring your uniform allowance? The annual uniform allotment for career letter carriers is now \$371. Your allotment is credited to your uniform account in conjunction with your anniversary date. Remember, your allotment does not roll over into the next year, so you lose whatever funds were not spent. It is a good idea to check your balance well before your anniversary date each year to determine if you have funds left unspent.

There is a toll-free number on the back of your allotment card that you can use to determine your balance. Your uniform allotment is a contractually guaranteed benefit and should not be squandered. You wouldn't throw a paycheck in the trash, would you?

Individuals and shop stewards need to work toward route protection. Ensure that routes in your office are receiving the proper time credit! Improper clock rings by way of using the wrong operation number(s) can have a negative effect on route evaluations and adjustments and create an inaccurate picture of a carrier's performance. That's why it's so important to accurately record the proper function when you use the timeclock.

Carriers working on operation Nos. 743 (Carrier Customer Support Activities), 742 (Misc. Activity-Customer Services.) or 741 (Misc. Activity-Delivery Services) while they perform "edit book" maintenance or other recurring office or street duties relative to their route will not receive this time credit for their route. Any carriers on operation No. 354 (Standby-Delivery Service) should not perform any of the duties of their route/assignment until they transfer back over to the appropriate operation number associated with productivity for the respective assignment. Operation No. 782 (Training-Delivery Service) time should also be looked at the same way. Carriers on 782 time should be actively engaged in some type of training. Learning a new case or delivery territory is not considered training and the assignment will not receive time credit when a carrier is performing office or street work while on operation No. 782.

For a complete list and description of operation numbers, refer to the handbook *M-32*, Management Operating Data System (MODS). The *M-32 Handbook* can be found on the NALC website under Departments>Contract Administration>USPS Manuals.

Auxiliary assistance provided should be credited to the appropriate route. This begins with letter carriers completing their portion of the PS Form 3996 and ends with management making the appropriate input into the Time and Attendance Control System (TACS). Shop stewards, you can review the TACS reports and compare them to completed PS 3996s to ensure the correct activity code

was used and the time was appropriately credited to the appropriate route. Remember, route protection is job protection.

Proper notification and certification—As the new year arrives, many branches have installed or will shortly install new officers. Often, with the changes in branch officers, new shop stewards are also placed into new positions. With that in mind, it is time to ensure that you have complied with the obligations of Article 17, Steward Certification. The National Agreement requires the union to certify to management in writing who is the appropriate shop steward in the installation or section, in accordance with the formula listed in Article 17.2.A.

To ensure that you have complied with the Article 17 requirements, you should review the two steward certification articles written in Contract Talk in the April and July 2010 issues of *The Postal Records*. If you don't have the back issues handy, these can be reviewed online at our website by clicking on "News" and then the dropdown named "*Postal Record*," and then selecting "Contract Talk columns" from the "*Postal Record* Departments" section.

Dollars and Cents—Article 9, Section 3.B covers cost-of-living adjustments (COLAs), and the next adjustment takes place the second full pay period after the release of the January 2011 Consumer Price Index, or CPI. CPI is a statistic reflecting increases in the cost of household goods and services for a given time period. At this time, there is no way to know if a COLA increase will take place, but any increase in the CPI and subsequent COLA increase will be reported on our website as soon as they are announced.

The new year is also the time for financial reports of all kinds. Employers, including the Postal Service, must provide employees with Form W-2 on or before Jan. 31. Branches are also obliged to supply W-2s to those who have received salaries.

Because branch officers manage and handle funds that belong to the branch and its members, they hold positions of trust—known in the law as "fiduciary" positions. There are "fiduciary duties" imposed on union officers by

law—duties to handle branch money and other property honestly and in the members' best interests. Federally imposed fiduciary duties are set forth in Section 501 of the Labor-Management Reporting and Disclosure Act of 1959 (LMRDA).

A comprehensive guide to branch fiduciary duties is available on the NALC website by clicking on "Departments" and selecting "Secretary-Treasurer" and scrolling down to the "Secretary-Treasurer Topics" section and selecting "NALC Branch Officer's Guide to Finance and Administration." This resource would be an invaluable tool for a branch to have in the toolkit.

Quarterly overtime—Article 8, Section 5.A of the National Agreement allows full-time letter carriers to place their names on either the overtime desired list (ODL) or the work assignment list (WAL) during the two weeks immediately prior to the beginning of the calendar quarter (January 1, 2011). During the two weeks before the start of the quarter, employees may not only place their names onto the ODL or WAL, they also may switch from the WAL to the ODL or from the ODL to the WAL. Carriers wishing to stay on either the ODL or WAL need do nothing and their status will remain the same. Carriers may take their name off the list at any time during the quarter. Outside of the two weeks before the start of the quarter, only in limited circumstances may an employee sign the ODL or WAL.

In addition, a full-time flexible (FTF) already on the ODL or WAL who is reassigned during the quarter to a new section may immediately sign the list in the new section. The same applies to full-time regulars (FTR) who are transferred to another overtime section. A full-time carrier who is excessed or retreats under Article 12 may sign the ODL or WAL in the new or returning installation. Lastly, letter carriers returning from military duty may sign the list upon returning from military duty.

New year, new opportunities—It may sound trite, but the new year is a perfect time to renew our commitment to work on the details. Crossing our t's and dotting our i's couldn't be any more important than it is now as we begin to face the challenges of this new year. ☒

Filing an employee claim

Letter carriers have the right to file a claim for the reimbursement of a loss or damage to personal property that is consequential to the duties of their position. Claims for compensation must be for at least \$10 and are governed by Article 27 of the National Agreement, which says:

Article 27, Employee Claims Subject to a \$10 minimum, an employee may file a claim within fourteen (14) days of the date of loss or damage and be reimbursed for loss or damage to his/her personal property except for motor vehicles and the contents thereof taking into consideration depreciation where the loss or damage was suffered in connection with or incident to the employee's employment while on duty or while on postal premises. The possession of the property must have been reasonable, or proper under the circumstances and the damage or loss must not have been caused in whole or in part by the negligent or wrongful act of the employee. Loss or damage will not be compensated when it resulted from normal wear and tear associated with day-to-day living and working conditions.

Claims should be documented, if possible, and submitted with recommendations by the Union steward to the Employer at the local level. The Employer will submit the claim, with the Employer's and the steward's recommendation, within 15 days, to the Step B Team for determination. An impasse on the claim may be appealed to arbitration pursuant to Article 15, Step B (d) of this Agreement.

A decision letter impassing a claim in whole or in part will include notification of the Union's right to appeal the decision to arbitration under Article 15.

The Step B Team will provide the National Business Agent a copy of the impasse referenced above, the claim form, and all documentation submitted in connection with the claim.

The Step B Team will also provide a copy of the impasse to the steward whose recommendation is part of the claim form....

Non-motorized bicycles may be claimed per the April 19, 2001, pre-arbitration settlement, M-01440:

We agree that non-motorized are not considered 'privately owned vehicles,' such as those excluded from Article 27 procedures. Therefore, a claim for loss or damage to non-motorized bicycles can be made and decided in accordance with the provisions of Article 27.

Claims involving motorized vehicles must be made under the Federal Tort Claims Act.

What can be claimed?—Excluding non-postal vehicles and the contents thereof, any personal property, including cash, jewelry or uniforms purchased through the USPS allotment that are worn or brought to work may be claimed. The claimant must show the possession was reasonable at work and the loss connected with their employment.

Employee negligence—The Postal Service is not obligated to pay a claim where the claimant did not exercise reasonable prudence or care in safeguarding the property.

Normal wear and tear—Loss or damage resulting from day-to-day living and working conditions will not be compensated.

14 days to file a claim—Article 27 requires a claim to be filed within 14 days after the loss or damage occurred.

Written claim—The PS Form 2146, Employee's Claim for Personal Property, is filed to document a claim. However, any written claim may be treated as a proper claim if it provides substantiating information.

Management cannot deny providing a PS Form 2146 per the 1977 Step 4 M-00435:

The employee should have been supplied with a Form 2146 whether or not management had determined the legitimacy of the claim.

Receipts—Submitting a receipt with the cost and the date the item was purchased will help the claimant obtain the proper amount of compensation. The claimant's own estimate of the value may not satisfy the requirement of proving the value of the item. Copies of receipts can often be obtained from the uniform vendor. Depreciation must be considered with any claim. Therefore, a dated receipt is the best documentation to use in support of a claim.

Appeal procedure—The claimant's steward and supervisor complete their sections of the PS Form 2146 with their recommendations. Management then submits the claim within 15 days to Step B. The Step B team may resolve, declare an impasse (in whole or in part), or remand the claim for specific information to resolve the claim.

If you have questions regarding the filing of an employee claim, see your shop steward or branch president. ✉

Remedies

All too often, the NALC succeeds in convincing an arbitrator that management violated the contract, yet fails to obtain a substantial remedy. This can happen because union representatives forget that remedies are not automatic once a violation is established. Rather, the union carries the burden of demonstrating that the remedy requested is appropriate and necessary. A carefully considered and written remedy request should be an integral part of every grievance. Although the vast majority of grievances are resolved at the earlier steps of the grievance procedure, remedy requests should always be written as if the grievance were going to arbitration.

There is a legal maxim, “Without remedies there are no rights.” National Arbitrator Mittenthal elegantly restated this in C-03234: “The grievance procedure is a system not only for adjudicating rights but for redressing wrongs.” Nevertheless, some arbitrators have been persuaded by Postal Service arguments that since Article 15.4.A.6 provides that “all decisions of arbitrators shall be limited to the terms and provisions of this Agreement,” they must look to the contract for the authority to formulate a remedy for any specific violation.

This is simply wrong. As National Arbitrator Mittenthal wrote in C-06238, citing the applicable U.S. Supreme Court decision:

One of the inherent powers of an arbitrator is to construct a remedy for a breach of a collective bargaining agreement. The U.S. Supreme Court recognized this reality in the *Enterprise Wheel* case:

“When an arbitrator is commissioned to interpret and apply the collective bargaining agreement he is to bring his informed judgment to bear in order to reach a fair solution of a problem. This is especially true when it comes to formulating remedies. There the need is for flexibility in meeting a wide variety of situations. The draftsmen may never have thought of what specific remedy should be awarded to meet a particular contingency.”

Similarly, National Arbitrator Gamser observed in C-03200:

To provide for an appropriate remedy for breaches of the terms of an agreement, even where no specific provision defining the nature of such remedy is to be found in the agreement, certainly is found within the inherent powers of the arbitrator.

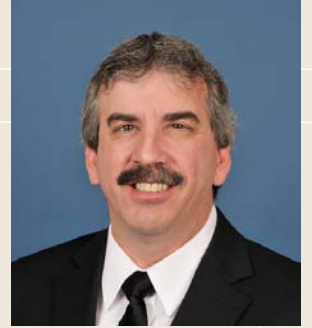
The basic purpose of a remedy is to “make the grievant whole.” The best way to do this depends on the exact nature of the violation and the specific facts in the case, so you will not necessarily find boilerplate remedies for every conceivable violation. However, the NALC has provided its grievance handlers with a wide variety of research resources such as the *NALC Activist* and the Contract Talk column.

Often the most valuable resource is the NALC Arbitration Program. It allows searches by every conceivable subject and type of contract violation. Try to find sustained cases with a similar fact pattern and study the arbitrators’ reasoning and the remedies they gave. Remember that, although arbitrators differ in background, training and attitudes, most of them are either lawyers or have learned to think as lawyers do. This means that they seek to be guided by precedent. They are more likely to grant the union’s remedy if it can be shown that other arbitrators have granted similar remedy requests in similar circumstances. By showing arbitrators that there is precedent for a requested remedy, union advocates can increase an arbitrator’s comfort and confidence levels. This underscores the need to conduct careful research to find support for remedy requests.

Finally, in contract cases always consider requesting “cease and desist” language in addition to the “make whole” portion of the remedy. This will provide the basis for stronger remedies in case of any future violations. This is, of course, precisely why the Postal Service often resists the inclusion of cease-and-desist language in settlements. For example, most postal representatives know that the *JCAM*’s discussion of Article 41.2.B.4 states the following:

In circumstances where violation is egregious or deliberate or after local management has received previous instructional resolutions on the same issue and it appears that a “cease and desist” remedy is not sufficient to insure future contract compliance, the parties may wish to consider a further, appropriate compensatory remedy to the injured party to emphasize the commitment of the parties to contract compliance.

Remember that even if the cease-and-desist is non-citable and non-precedent-setting, NALC can still use it to show that management has failed to live up to its promise to cease and desist. The parties agreed in national-level settlement M-01384 that “a non-citable, non-precedent settlement may be cited in arbitration to enforce its own terms.” ☒



Delivery Unit Optimization (DUO)

Several months ago, Postal Service management introduced an initiative called Delivery Unit Relocation (DUR). This initiative was subsequently named Delivery Unit Optimization (DUO). So why did they change the name? I don't know. I guess the first acronym didn't work out for it. At any rate, this subject represents more change for some letter carriers this year.

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.

The Postal Service has advertised that some type of reduction and/or movement of employees (including managers) will occur in 2,000 post offices this year around the country, with delivery employees moving from one reporting installation to another. Many of these affected offices involve only rural carriers, but we will see our share of it.

The conversation started with the Postal Service taking the position that this deal is a "transfer of assignments." Transfers of assignments are governed by Article 12, Section C.5.B.1 (page 12-30 in the *JCAM*). We disagreed and argued that this provision didn't fit the situation at hand.

Some of the issues involved from our perspective were appropriate notice to the letter carriers/NALC, who goes, seniority, hold-downs, previously approved annual leave, Local Memorandums of Understanding (LMOUs), differences between the installations involved, what happens if the USPS decides to change its mind, etc.

Each party at the national level had a choice to make in this matter. We could have had a national-level dispute and waited for this to be resolved by a neutral party or attempt to work something out.

I'm happy to report that we chose the latter in a way that resolves many differences permanently and creates an opportunity to resolve LMOU differences while leaving a door open for either party to go back to a national-level dispute over the issue of LMOUs if things don't work out.

This is the reason for two separate MOUs on this subject. M-01745 is written straight. That is the deal and it will not change (absent further agreement to the contrary). M-01744 is written differently. There is an opportunity for

either party to get out of this agreement with the exception of Nos. 4 and 5. This agreement reflects the mutual understanding that even if either party gets out, Nos. 4 and 5 will live on. (Full text of the MOUs mentioned can be found on the next page.)

All that said, the Postal Service at the local level seems to believe that everything it does is a DUO. The thing we have to understand is that nothing could be further from the truth.

For instance, if you have two installations that have been working under the same roof for some time and they take out a postmaster and nobody goes anywhere, this isn't a DUO. Why? Because nobody changed work location and Article 12, Section 5.C.2 already governs this scenario.

Once again, the point is that just because the Postal Service says it's doing a DUO doesn't make it so. Please take particular note of the exclusions to these agreements in No. 6 of M-01744 and M-01745.

There are two sides to what is happening here. On the contract side, events such as a discontinuance of an installation, consolidation, or when a station or branch is transferred or made independent, all are governed by the provisions of Article 12, Section 5.C of the National Agreement.

Where DUOs occur, M-01745 resolves issues related to notice, who goes, seniority, hold-downs, previously approved annual leave, etc. M-01744 deals with Local Memorandums of Understanding (LMOU) differences between the installations involved and what happens if the USPS decides to change its mind later.

On the branch jurisdiction side, it must be understood that only our national president (and not the USPS) makes the decision on which branch letter carriers will belong to after multiple branches in whole or in part are combined.

Please contact your national business agent's office, any-time you find out about any movement of letter carriers involving more than one NALC branch, for advice and information. I can assure you that President Rolando will take all the factors of each individual situation into consideration and discuss the matter with all branch presidents involved before making a final decision regarding branch jurisdiction.



MOUs on DUO

Below are the two Memorandums of Understanding relating to the implementation of Delivery Unit Optimization (DUO). The full text of these agreements also can be found in the Materials Reference System.

Memorandum of Understanding Re: Delivery Unit Optimization (M-01745) March 22, 2011

Delivery Unit Optimization (DUO) refers to a process that includes permanently moving all city carrier assignments from one location to another location(s).

Regarding the city letter carrier craft, the parties agree to the following principles when Delivery Unit Optimization results in moving city letter carriers from one installation to another:

1. All city letter carriers and transitional employees will be moved from the losing installation to the gaining installation(s). However, this provision does not alter or modify the rights or obligations of either party under the Memorandum of Understanding, Re. Transitional Employees Additional Provisions.
2. At least 60 days advance notice, whenever possible, will be provided to the Union at the National, Regional, and Local Levels, and to individual city letter carriers who are to be moved to another installation.
3. City letter carriers from both the gaining and losing installations will retain their craft installation seniority and bid assignments. For the purposes of applying Article 41 .2.B.7, all craft seniority will be credited as earned at the gaining installation.
4. Hold down assignments obtained pursuant to Article 41.2.B will not be impacted by the movement of city letter carriers under the Delivery Unit Optimization process. Temporary higher level carrier technician assignments obtained pursuant to Article 25.4 of the National Agreement will not be impacted solely by the movement of city letter carriers under the Delivery Unit Optimization process.
5. The parties agree that annual leave requests previously approved in either the gaining or losing installation(s) will be honored except in serious emergency situations, pursuant to Article 10.4.D of the National Agreement.
6. This agreement does not apply to the movement of city letter carriers when installations are discontinued, consolidated, or when a station or branch is transferred or made independent in accordance with Article 12.5.C.1, 12.5.C.2, and 12.5.C.3.

This agreement is reached without prejudice to either party's position on this or any other matter and may only be cited to enforce its terms.

Memorandum of Understanding Re: Local Memorandum(s) of Understanding under Delivery Unit Optimization M-01744 March 22, 2011

Delivery Unit Optimization (DUO) refers to a process that includes permanently moving all city carrier assignments from one work location to another location(s).

The parties agree to the following process to the following process to address issues related to Local Memoranda of Understanding resulting from Delivery Unit Optimization:

1. The local parties at the gaining installation will identify and discuss any existing Local Memoranda of Understanding (LMOU) provisions from the losing installation(s) that are different from those in the gaining installation(s). While these discussions are not considered Article 30 local implementation, the local parties will make necessary revisions to the LMOU in the gaining installation(s) to accommodate city delivery operations moving from the losing installation(s).
2. Any LMOU issues not resolved at the local level will be referred within 30 days of DUO notice to the Area Manager, Labor Relations (or his/her designee) and the National Business Agent (or his/her designee) for resolution.
3. Any LMOU issue(s) not resolved within 20 days of receipt by the Area and NBA will be forwarded to the parties at the National Level for resolution.
4. Any provision(s) of an LMOU from a losing installation that is made part of the LMOU in the gaining installation(s) will use the date the provision was added to the LMOU in the losing installation for the purpose of applying Article 30.C.
5. In the event city delivery assignment(s) are returned to the losing installation(s), the original LMOU in the losing installation(s) shall be reinstated.
6. This agreement does not apply to the movement of city letter carriers when installations are discontinued, consolidated, or when a station or branch is transferred or made independent in accordance with Article 12.5.C.1, 12.5.C.2, and 12.5.C.3.

This agreement is reached without prejudice to either party's position on this or any other matter and may only be cited to enforce its terms. Either party to this agreement may unilaterally withdraw from this process with 60 days notice to the other party. However, such withdrawal will not impact the provisions of paragraphs 4 and 5 above.



Carrier technicians and overtime assignments

Included in Article 8 of the National Agreement is language that governs the assignment and distribution of overtime. This month, we will review how those overtime provisions are applied to carrier technician (CC-2) letter carriers. (Note: The designation of “T-6” or “utility” carrier was changed to “carrier technician” with the adoption of the 1998 National Agreement.)

Article 8.5.A states in part:

A. Employees desiring to work overtime shall place their names on either the “Overtime Desired” list or the “Work Assignment” list during the two weeks prior to the start of the calendar quarter, and their names shall remain on the list until such time as they remove their names from the list....

This section of Article 8 provides for overtime lists in two distinct and separate categories known as “overtime desired list” (ODL) and “work assignment list” (WAL). The practical application of the ODL is the same for CC-1 and CC-2 letter carriers. For purposes of “equitability” and the ODL, the carrier technicians’ “own” route is controlled by the language found in the *JCAM* at page 8-14, which states:

Carrier Technicians. Overtime worked by a Carrier Technician on the Overtime Desired List on the specific route to which properly assigned on a given day, is not counted or considered in determining whether overtime has been “equitably” distributed among carriers on the list. Overtime worked by a Carrier Technician on the Overtime Desired List is counted in the consideration of the equitable distribution of overtime hours at the end of the quarter when: a) the overtime is not on a regularly scheduled day or b) the overtime is worked on any route in the delivery unit other than the specific route to which properly assigned on a given day (see Step 4, C94N-4C-C 98099737, October 2, 1998 M-01323).

What about the carrier technician who is on the work assignment list?

The work assignment list was created by a Letter of Intent dated May 28, 1985 (M00589). This letter spells out the parties’ understanding of the rights and obligations of

a letter carrier expressing a desire to work overtime only on his or her bid assignment. (The full text of this Letter of Intent can be found on pages 8-28 and 8-29 of the *JCAM*.) Note: M00589 contains reference to the old designation of T-6 or utility carrier.


The parties further define their interpretation of this letter as it applies to the carrier technician position with the language found in the *JCAM* at page 8-21, which reads:

Carrier Technicians on the Work Assignment List are considered available for overtime on any of the routes on their string. Subject to the penalty overtime exceptions discussed above, this provision should be applied as follows:

- A Carrier Technician who has signed for work assignment overtime has both a right and an obligation to work any overtime that occurs on any of the five component routes on a regularly scheduled day.
- When overtime is required on the regularly scheduled day of the route of a carrier who is on the ODL and whose Carrier Technician is on the work assignment list, the Carrier Technician is entitled to work the overtime.
- When overtime is required on the regularly scheduled day of the route of a carrier who is on the work assignment list and whose Carrier Technician is also on the work assignment list, the regular carrier on the route is entitled to work the overtime.

Additionally, the *JCAM* states on pages 8-20 and 8-21:

Signing up for the work assignment overtime does not create any entitlement or obligation to work overtime on a non-scheduled day. For purposes of overtime on a non-scheduled day or on other than their own assignment, carriers on the work assignment list are treated exactly the same as any other full-time carriers not on the overtime desired list—They may only be required to work overtime under the provisions of Article 8.5.D.

This means that carriers on the work assignment list are not entitled to work overtime on their non-scheduled day. 

3999 process— the letter carrier's role

The PS Form 3999 is used to record all data on the day a manager goes out on your route with you. The times on this form are used to determine the time value of territory transferred from one route to another. Most of the time you spend on the street not delivering mail but doing other tasks related to mail delivery is recorded as “allied time.”

The total time recorded on this form (after any deductions are taken) is also one of the four factors that USPS and NALC representatives consider when they determine an evaluated street time for the route in the Joint Alternate Route Adjustment Process.

The 2011 Joint Alternate Route Adjustment Process (JARAP) agreement has two new provisions dealing with 3999s that we believe will put you in a better position to be sure you get a fair adjustment to your route.

The first new provision requires that, where multiple 3999s have been done on a route, the closest 3999 to the evaluated street time for the route will be used to determine the time value of territory transferred from one route to another. If you had multiple 3999s done on your route since the last time you had an adjustment, you should point out this fact at your initial consultation and, if you can, give a flavor for how many 3999s were done on your route.

The second new provision requires a manager to discuss the 3999 with you within three days after it is done. The manager is required to show you any nonrecurring time recorded for your route and explain why it was recorded that way.

You then have the right to write comments about the time recorded as nonrecurring, the route examiners' written and/or verbal comments, mail volume, etc., from the day the 3999 was done. You also are entitled to a copy of the comments you write. Don't forget to ask for a copy if it isn't automatically provided. All of this information is forwarded to the route adjustment team in JARAP offices.

This new 3999 process is to be followed for any 3999 conducted after March 22, whether or not your office/zone is in JARAP. The new 3999 process also applies to FSS sites. The term “all 3999s” means exactly what it says.

Street functions recorded as “Allied Time” are divided

into three basic categories: function analysis street time, other street time and nonrecurring street time.

We're going to explain many of the various terms used to record time in the nonrecurring category and show you the short version of how to read a 3999. Once you understand what should and shouldn't be recorded under each function and how to read a 3999, you will be in a better position to write comments about the data/comments recorded by a manager/route examiner on the day he/she goes with you on your route.

So what is nonrecurring street time? Generally, nonrecurring street time is a category of allied street time that includes many street functions. Improperly recorded time in some of the nonrecurring time functions can result in improper time deductions taken from the time you spent on the street the day the 3999 was done.

An explanation of each work function that is listed in the USPS computer system as nonrecurring street time follows:

Backtracking—This function is used for a letter carrier to backtrack to deliver a piece of mail that was missed. However, if you have a situation where you are instructed to backtrack to deliver mis-sequenced pieces of DPS or FSS mail on a normal basis, this would be a recurring function and should not be recorded as backtracking or deducted from your street time.

Animal interference—Time spent dealing with an animal attack or avoiding animals is normally a nonrecurring street function. An example of an exception would be when a letter carrier is required to walk an extra distance away from a house to avoid an animal on a daily basis. In this example, the time should be recorded as normal delivery time for that sector segment and not animal interference.

Waiting for relays—This is time spent waiting for mail to be delivered to a relay box on a foot route. If a letter carrier gets to a relay box and the mail for the next relay is not in the box, the time spent waiting for the mail to arrive would be recorded under this function (if it doesn't happen on a normal basis).

Waiting for transportation—This is time spent waiting for transportation. For example, if a letter carrier is required to use public transportation on the route, the time waiting for such transportation would be recorded under this function (if it doesn't happen on a normal basis). ▶

3999s (continued)

Waiting other—All nonrecurring waiting time not covered by any of the other functions is covered under “waiting other.” Managers must take notes regarding reasons for placing letter carriers on this function. You should review the route examiners’ comments and match the time of day written in the comments with the time of day shown on the 3999. Then write your own comments about any of the time that is recorded under the “waiting other” function.

Temporary detail—This function is used to record any duties that are performed on the day of the PS Form 3999 that are not part of the route. For example, if you are given a pivot on another route, the time spent delivering that pivot would be recorded under this function.

Management time—This is time spent away from your normal street duties due to the needs of the examiner performing the PS Form 3999. Time should be recorded under this function only if you completely stop working while time is recorded under this function. For example, if you take a comfort stop at a convenience store and the manager takes care of a personal need at the same time, this time should not be recorded under management time because you would have taken the comfort stop regardless.

Accident—In the unfortunate event of an accident, time spent waiting due to the accident is recorded under this function.

Miscellaneous other—This function is used to cover anything not covered under any of the other functions mentioned. Managers must take notes regarding reasons for placing letter carriers on this function. You should review the route examiners’ comments and match the time of day written in the comments with the time of day shown on the 3999. Then write your own comments about any of the time that is recorded under the “Miscellaneous Other” function.

Replenish—This is time spent moving mail into position for delivery—for example, taking a tray of mail from the back of the vehicle and moving it to the front onto the tray for delivery.

As you can see, there are many work functions that are recorded as nonrecurring street time but are needed to perform mail delivery.

any 3999 you’ll ever see. Every line on the 3999 will have either an allied time function listed or actual deliveries. The actual deliveries are listed by what are called “sector segments.” A sector segment will list a block number range and a street name. The form will also show the type of deliveries, how many possible deliveries there are, how many deliveries were made, and how much time it took for each sector segment or allied time function.

Refer to the example 3999 (below) while reading the explanations. You should begin reading this form by looking at the second column from the left. This column is called “Block Number and Street Name.” This is where you will see the allied function entries and the street name and block range that is included in each sector segment. For example, the first entry on the form is for the allied time function “Vehicle Load.” The first sector segment entry on the example form is located on the third line from the top. The sector segment is “1000-1098 OAK ST.”

The fourth column from the left is called “Time Enter Block.” This is the time of day that delivery of the sector segment or the allied time function began. On the example form, the very first entry is the “Vehicle Load.” The “Time Enter Block” column shows that the vehicle load began at 10:00:00. Look at the “1000-1098 OAK ST” sector segment again. You can see that this letter carrier began delivering this sector segment at 10:16:21. The times on the form are listed in Hours:Minutes:Seconds.

The fifth column from the left is called “Actual Time Used.” This is the actual time used for the entry. On the “Vehicle Load” entry, you can see that this letter carrier took 00:07:30 (seven minutes and 30 seconds) to load the vehicle and, for the “1000-1098 OAK ST” sector segment, you can see that it took 00:02:38 (two minutes and 38 seconds) to deliver this sector segment. If you add the “Actual Time Used” to the “Time Enter Block,” you should always come up with the total that appears in the “Time Enter Block” for the function on the next line. ☒

Reading the PS Form 3999

Once you learn how to read one 3999, you’ll be able to read

Delivery Methods	Block Number and Street Name	Travel Pattern	Time Enter Block	Actual Time Used	Residential					Business					Del PO Bo xor NP U	
					Delys. Poss. Other	Delys. Poss. Curb	Delys. Poss. NDCBU	Delys. Poss. Oth-Cen	Delys. Made	Delys. Poss. Other	Delys. Poss. Curb	Delys. Poss. NDCBU	Delys. Poss. Oth-Cen	Delys. Made		
VEHICLE LOAD			10:00:00	00:07:30												
TRAVEL TO			10:07:30	00:08:51												
O	1000 - 1098 OAK ST	E	10:16:21	00:02:38	11					9						
O	1100 - 1198 OAK ST	E	10:18:59	00:03:13							12				10	
WAITING OTHER			10:22:12	00:02:36												
O	1101 - 1199 OAK ST	O	10:24:48	00:00:36							3				3	
O	1001 - 1099 OAK ST	O	10:25:24	00:08:47	14					8						

Volume, office and street time verification for all routes

Workhour Workload Report (All Routes) ← 1.
Delivery Unit: SOUTHPARK – 555555
Date Range: 05/05/2011 – 05/05/2011 ← 2.

Route	Office Time									Street Time					Total Time				Volumes					
	Act AM	AM Asst	Proj AM	AM Var	Act PM	PM Asst	Proj PM	PM Var	OEI	Act Str	Str Asst	Proj Str	Str Var	SEI	Act Total	Proj Total	Total Var	TEI	Total Cased Ltr	Total Cased Fit	DPS	FSS	Seq	PP

Management is required to post the previous day's Workhour Workload Report (All Routes) in a convenient location in every office in the country. This includes zones that were not selected for evaluation and adjustment under JARAP 2011. This also includes offices that have/will have the Flats Sequencing System (FSS).

Enough time has passed since the signing of our agreements for management to get the word out regarding their obligation to post the Workhour Workload Report (All Routes) for your office on a daily basis. If this isn't happening at all, the wrong report is being posted, or it isn't being posted on a daily basis, ask your shop steward to get the matter corrected.

OK, now let's say we have the correct report being posted in your office. Why should you bother to look at it? The answer is simple. We all have an interest in monitoring the data recorded for our routes and nobody knows better about what happens every day on your route than you do.

The Workhour Workload Report (All Routes) reflects what was recorded for the actual time used to case and carry your route each day.

Oftentimes, the actual time figures recorded in the system have errors. Sometimes, it's as simple as receiving auxiliary assistance that isn't entered into the system. There are also many time codes that can be used that don't count as time spent working on your route.

Therefore, time recorded under certain time code numbers will not appear on the Workhour Workload Report as time worked on your route.

The Workhour Workload Report (All Routes) also reflects what was recorded for the number of pieces of mail received and delivered on your route each day.

Some of these time recording and volume entry errors could get corrected if you just look at the actual time and volume recorded for your route and compare what you see to what you remember about yesterday. Once you know how to read this report, it will take only a minute of your time to look at it each day.

Keep reading and we'll show you what the correct form looks like and explain in detail how to read it. Here's what the Workhour Workload Report (All Routes) looks like:

1. The correct report will be titled "Workhour Workload Report (All Routes)." Below the title is the delivery unit and finance number.
2. The report posted should be for a single day. Therefore, the two dates next to "Date Range:" should be identical as shown above.

To read the Workhour Workload Report (All Routes), begin by looking in the far left-hand column and finding your route number. Reading from left to right, the report displays the following information that you should check each day to monitor the time and volume data recorded for your route. ▶

Verification (continued)

Route	Office Time								
	Act AM	AM Asst	Proj AM	AM Var	Act PM	PM Asst	Proj PM	PM Var	OEI
01025	1:17	0:00	1:16	0:01	0:10	0:00	0:05	0:05	1253.10

Street Time					Total Time			
Act Str	Str Asst	Proj Str	Str Var	SEI	Act Total	Proj Total	Total Var	TEI
7:07	0:00	6:50	0:17	66.24	8:24	8:21	0:03	65.12

Office time

3. Act AM—Actual office time used in the morning by the letter carrier assigned to the route for the date indicated on the report.

4. AM Asst—AM office assistance time recorded for any auxiliary assistance provided in the office in the morning to the route for the date indicated on the report.

5. Act PM—Actual office time used in the evening by the letter carrier assigned to the route for the date indicated on the report. This time begins when a letter carrier makes his or her clock ring to come back in from the street and continues until he/she clocks out to end tour and go home.

6. PM Asst—PM office assistance time recorded for any auxiliary assistance provided in the office in the evening to the route for the date indicated on the report.

Street time and total time

7. Act Str—Actual street time recorded for the letter carrier assigned to the route for the date indicated on the report.

8. Str Asst—Actual street time recorded for any auxil-

ary street assistance provided to your route for the date indicated on the report.

9. Act Total (Actual AM Office Time + AM Office Assistance + Actual PM Office Time + PM Office Assistance + Actual Street Time + Auxiliary Street Assistance = Actual Total Time recorded for the route).

Volumes

10. Volumes—total cased letters, total cased flats, total DPS volume, total FSS volume, (Seq) total sequenced pieces, (PP) number of parcels and total delivered pieces recorded for the date indicated on the report.

Check your actual AM office time, office assistance, actual PM office and PM assistance time to see if they resemble what really occurred on the route for the previous day. If you clocked on at 7:30, left for the street at 9:30, worked on your route the whole time, and didn't run out of work, then the report should say 2:00 for actual AM office time.

Check your actual street time and street assistance to see if they resemble what really occurred on the route for the previous day. If you remember leaving the office at 9:00, working straight through without a lunch, and punching back in at 4:00, then the report should say 7:00 for actual street time.

Check your total volumes in each column to see if they are in line with what you remember about the volume you handled on the previous day. For example, if you delivered a full set of sequenced mail, then you should be able to look at the report and see that the sequenced volume for your route was recorded that way. ▶

Verification (continued)

What do you do if you see something recorded that is different from what you believe should have been recorded for your route on a given day?

Notify your supervisor of any errors you notice and make a note of what the error(s) was/were. If your supervisor isn't willing to correct the error(s), ask to see your shop steward and report the matter to him/her.

Projected times

There are also projected office and street times for each route on this report. Please be advised that as far as the NALC is concerned, these figures are meaningless. The intent of the parties at the national level in making an agreement to post the Workhour Workload Report (All Routes) report is to attempt to ensure that volumes and actual office and street times that are entered aren't fictional. Time will tell about how effective this effort will be.

The reason we don't agree with projected times is that they are totally bogus. If you want to see for yourself, just look at the projected times for your route on the Workhour Workload Report (All Routes) that is being posted in your office each day. You'll see that the projected street time credit for your route doesn't change regardless of real life factors such as extra DPS (and now FSS in some places), weather, percent-

age of coverage, number of parcels and/or accountables, etc.

If you look at your PM office time projection each day, you'll notice that it never changes, either. It will almost always be five minutes. Management projects that almost every route in the country will have five minutes of PM office duties every day.

If you look at your AM office time projection each day, you'll see the estimated piece count of mail. This estimated piece count is given a projected time credit by using the 18 letters and eight flats cased per minute standard plus the 70 pieces per minute pull-down standard. This amount of time credit is then reduced by different amounts of time using something called percent-to-standard. The end result is usually that they want you out sooner than your workload dictates.

These are just some of the reasons the NALC will never buy into, accept or agree to projected times. Another reason is that this matter has been previously settled. The parties at the national level have previously agreed to a national level settlement (M-01664) on this very issue that states in relevant part, "DOIS projections are not the sole determinant of a carrier's leaving or return time, or daily workload." ✉

Volumes						
Total Cased Ltr	Total Cased Flt	DPS	FSS	Seq	PP	Total Divd Pcs
62	527	1461	0	0	7	2050



10.

Documentation for limited duty

For several years, the Postal Service has aggressively pursued a “little or no work available” policy regarding limited duty. Often that policy results in violations of the *ELM* 546.142 obligation (to make every effort toward assignment of limited duty).

This article discusses the *basic* documentation that should be included in every limited-duty grievance file that is sent to Step B.

The OWCP acceptance letter(s)—When OWCP accepts a claim, it does so for a specific diagnosis or multiple diagnoses. In some instances, OWCP initially accepts a claim for one diagnosis and then later, after further development, expands the claim to include additional diagnoses. In other cases, the grievant may have multiple accepted OWCP claims. As a matter of policy, OWCP copies the employing agency when it mails acceptance letters.

The current and prior CA-17s (or other medical documentation) showing medical restrictions—Medical restrictions may be indicated on CA-17s, OWCP 5Cs, medical provider forms, or in narrative reports from the attending physician, OWCP second opinion physicians, etc. In cases where OWCP has accepted multiple claims, there may be separate CA-17s or other forms for each claim.

The current and previous limited-duty and rehabilitation job offers—Prior job offers, if any, may constitute significant evidence. Limited-duty job offers normally are presented via PS Form 2499, but may exist in another format.

Current and selected PS Form 50s—The current PS Form 50 is important because it documents craft and position. Prior PS Form 50s may demonstrate past assignment to limited-duty or rehabilitation positions.

The Postal Service injury compensation file—The agency keeps copies of OWCP communications, forms and related documents regarding each OWCP claimant. These records are stored in an authorized system of records known as USPS 100.850 OWCP Record Copies, as detailed in the Postal Service’s AS-353. This file may contain many documents not material to the grievance, so shop stewards should review this file rather than copy, with a selective request for copies after the review.

The Postal Service medical records file—The agency keeps copies of medical records in an authorized system of records known as USPS 100.700 Medical Records. Since all medical documents containing a diagnosis must be maintained in this file, review often will uncover pertinent information such as CA-17s.

All Postal Service documentation of its efforts to search for work—*ELM* 546.142 requires the Postal Service to make every effort to assign compensably injured employees to limited duty. Shop stewards should request any and all documentation that the Postal Service has created to show what efforts were made.

The Article 17/31 information request to management might be phrased as follows:

In accordance with Articles 17 and 31 of the National Agreement, please provide the following information relevant to the issue of the *ELM* 546.142 obligation to provide Limited Duty to [grievant’s name]:

1. All OWCP letters copied to the Postal Service advising that claim(s) have been accepted or expanded.
2. All CA-17s, OWCP 5Cs, narrative medical reports and other documentation of physician-prescribed medical restrictions.
3. Complete copies of all previous limited-duty and/or rehabilitation job offers.
4. Current PS Form 50 and all previous PS Form 50s that reflect reassignment to limited-duty or rehabilitation jobs.
5. Review of USPS Systems of Records 100.850 OWCP Record Copies.
6. Review of USPS Systems of Records 100.700 Medical Records.
7. All Postal Service documentation of the efforts that it made toward assigning limited duty.
8. The name and title of the manager who decided that no work was available (or that less than eight hours of daily work was available).
9. Whether the Postal Service has determined if the grievant has reached Maximum Medical Improvement (MMI); if so, copy of the medical documentation establishing the date.
10. Whether the Postal Service has determined if the grievant is a qualified individual under the Rehabilitation Act; if so, what that determination is—yes or no.

The above list contains documents that should be requested in every *ELM* 546.142 case. It is just a starting point. Depending on the facts presented in a particular case, additional documents should be requested.

When the Postal Service does not fully comply with the Article 17/31 information requests, the grievance file should contain multiple written information requests and the issue statement should include whether the Postal Service has violated Article 19, *ELM* 546.142 and/or Articles 17 and 31 of the National Agreement. ☒

Joint Alternate Route Adjustment Process 2011

Below are guidelines for the various review processes of the Joint Alternate Route Adjustment Process (JARAP 2011). We also have included an example of the form to request a review. The form is available on the city delivery page on the NALC website at nalc.org/depart/citydel/.

30 Day Review Process—Re: pp. 5-6 JARAP Guidelines (M-01747):

- Within 30 days after the initial adjustments are implemented, the local office contacts will review the selected zones and may jointly agree to make necessary changes to park points, relays, lines of travel, etc.
- The local office contacts also may jointly request approval from the district lead team to make simple territorial changes as necessary to correct any obvious errors with the initial adjustments.

120 Day Route Review Process—Re: pp. 5-7 JARAP Guidelines (M-01747):

- Local office contacts initiate a review by completing a review request form and sending it to the area/regional team following an evaluation and/or an initial adjustment.
- The reasons for the request should be explained on the form, along with whether or not there is agreement on the need for a review.
- The district lead team will conduct the review or assign this task to a district evaluation and adjustment team.
- The team conducting the review will use the methodology outlined in this agreement for the period Sept. 1-Oct. 15 to evaluate the entire zone.

- Route adjustments from the review process must be implemented by Feb. 28, 2012.
- In any zone where route adjustments occur as part of a review process, only the routes that are determined to be out of adjustment—and any other route(s) within the zone where it is geographically necessary—will be included in the adjustments.

Spring JARAP 2011 – Review Request Form

This form is to be completed and submitted by the Local Office Contact if a Spring JARAP 2011 adjustment review should be considered for the zone listed below. This form should be submitted to the appropriate higher level Team as designated by your District and/or Area/Region.

Unit Name:
Unit ZIP Code:
Date of Spring JARAP 2011 Adjustment:
Date of Request:

Reason for Review Request

1. Please explain the reason(s) and provide any detailed information. This request form should be no longer than 2 pages:

Circle the team member's recommendation below:

2. NALC Local Office Contact Recommendation LOC Name: _____ Signature: _____ Date: _____	Perform Review	No Review Required
3. USPS Local Office Contact Recommendation LOC Name: _____ Signature: _____ Date: _____	Perform Review	No Review Required
Higher Level Review Recommendation	Perform Review	No Review Required
Circle the team's recommendation		
4. NALC Higher Level Review Name: _____ Signature: _____ Date: _____		
5. USPS Higher Level Review Name: _____ Signature: _____ Date: _____		
6. If a review is to be performed the following team has been assigned and should begin the review no later than the designated date. NALC Review Team Member Name: _____ USPS Review Team Member Name: _____ Begin Date: _____		

Joint Alternative Route Structure Test 2011

The Postal Service withdrew from the Memorandum of Understanding between the Postal Service and the National Association of Letter Carriers Re: Joint Alternative Route Structure Test—2011 (M-01743). The full text is printed below.

Memorandum of Understanding Re: Joint Alternative Route Structure Test—2011

The National Association of Letter Carriers, AFL-CIO (NALC) and the United States Postal Service (USPS) agree to jointly test alternative city route structures.

Purpose: Explore various combinations of office and street functions, and other alternatives for structuring city carrier routes in delivery units selected jointly by the USPS and the NALC.

Project definition: Local USPS and NALC representative(s) will jointly create a plan to test alternatives for structuring city letter carrier routes. Participating local parties will each select representative(s) that will meet regularly to discuss and develop their ideas and jointly submit a written plan to the National Parties for final approval. NALC representative(s) will be compensated on a no loss no gain basis while working with local management to develop a joint test proposal.

All sites must submit their plans to NALC and USPS headquarters within 45 days of this agreement.

Test development: Alternate route structure plans created at the local level will not be limited by pre-determined requirements from the National, Area or District level from either organization. However, the National Parties have jointly identified several items that should be addressed in any proposal.

The following items should be addressed when developing a test plan:

1. The duration of the test with the understanding that the minimum duration of the test will be four months and the maximum duration of the test will be one year.
2. The best means of minimizing downtime and or waiting time.
3. How full-time work assignments can be restructured to increase efficiency while continuing to minimize auxiliary routes and or assignments.

4. The specific tasks included in temporary alternate assignments.

5. Scheduling the temporary alternate assignments so letter carriers stay productive throughout the day with the mail arrival and distribution schedules in the delivery unit.

6. Whether distribution and or transportation schedules can be changed to better accommodate the proposal.

7. The method for handling absences such as vacations and sick calls.

8. Procedure for selecting temporary full-time alternate assignments prior to the beginning of the test.

9. Process for bidding and awarding assignments during the test period.

10. Procedure and timeframe for returning routes and or duty assignments to their original configuration after the conclusion and or termination of the test.

11. Methods for determining the appropriate office and street times, how routes will be adjusted, and who will adjust the routes for the test.

12. Handling day to day overtime assignments and disputes concerning overtime during the test period. It is anticipated that overtime opportunities for overtime desired list employees are to be distributed on an equitable basis during the test period.

13. Monitoring and maintaining safety and customer service during the test.

14. Collection, consideration and responding to letter carriers' suggestions and concerns during the test.

15. Monitoring and evaluating the test during and after its completion.

The local parties are committed to participate throughout the agreed duration of the test.

However, either party at the National Level can withdraw from a test location(s) by providing written notice to the other party at least 30 days from the effective date.

This agreement is reached without prejudice to either party's position in this or any other matter and may only be cited to enforce its terms. Furthermore, this agreement does not compromise management's position on unilaterally conducting similar tests or the union's position regarding challenging such actions. ☒

New national settlement on management's time projections

The NALC and the USPS have settled a national-level interpretive dispute over management's use of an "office efficiency tool" developed in the Greater Indiana District. This settlement has been assigned Materials Reference System (MRS) number M-01769. It is available on the NALC website at nalc.org on both the City Delivery and MRS pages.

M-01769 is the latest in a long string of settlements designed to protect letter carriers from management's improper use of office and street time projections. To better understand the significance of this new settlement, let's first take a look at a few past agreements on other time projection systems.

- In 1979, the NALC and the USPS came to an agreement (M-00394) concerning the use of the Delivery Unit Volume Recording System (DUVRS). DUVRS was an early tool used to project office time for letter carriers. M-00394 states that DUVRS "will not constitute the basis for disciplinary action for failure to meet minimum standards" and that the program "will not constitute the sole basis for a carrier's leaving time."
- In 2001, a national-level settlement (M-01444) was signed regarding three different projection systems. M-01444 makes clear that these three projection systems "will not constitute the sole basis for discipline." The agreement also quotes Section 242.332 of the *M-39* handbook, which states: "No carrier shall be disciplined for failure to meet standards, except in cases of unsatisfactory effort which must be based on documented, unacceptable conduct that led to the carrier's failure to meet office standards." M-01444 also reinforced language agreed on in the 1985 national-level settlement M-00304, stating: "There is no set pace at which a carrier must walk and no street standard for walking."
- A 2007 settlement (M-01664) protected letter carriers from management's use of Delivery Operations Information System (DOIS) time projections. M-01664 states that DOIS projections "are not the sole determinant of a carrier's leaving or return time, or daily workload. As such, the projections cannot be used as the sole basis for corrective action." The settlement also makes clear that the use of DOIS does not change the letter carrier's or the supervisor's

responsibilities and requirements found in the *M-39* and *M-41* handbooks.

M-01769 extends the same protections to letter carriers concerning management's use of the "office efficiency tool" that was the subject of this grievance. The terms of M-01769 also are applicable to any management office or street time projection system/tool currently in use or developed in the future. The new language states:

The subject office efficiency tool is a management tool for estimating a carrier's daily workload. The office efficiency tool used in the Greater Indiana District **or any similar time projection system/tool(s)** will not be used as the sole determinant for establishing office or street time projections. Accordingly, the resulting projections will not constitute the sole basis for corrective action. This agreement does not change the principle that, pursuant to Section 242.332 of Handbook *M-39*, 'No carrier shall be disciplined for failure to meet standards, except in cases of unsatisfactory effort which must be based on documented, unacceptable conduct that led to the carrier's failure to meet office standards.' Furthermore, as stated in the agreement for case H1N-1N-D 31781, 'there is no set pace at which a carrier must walk and no street standard for walking.'

Projections are not the sole determinant of a carrier's leaving or return time, or daily workload. The use of any management created system or tool that calculates a workload projection does not change the letter carrier's reporting requirements outlined in section 131.4 of Handbook *M-41*, the supervisor's scheduling responsibilities outlined in section 122 of Handbook *M-39*, or the letter carrier's and supervisor's responsibilities contained in Section 28 of Handbook *M-41*. (Emphasis added.)

Shop stewards are advised to consider citing violations of this settlement in all grievances concerning management's improper use of office and street time projections.

M-01769 may also be applicable to management's use of managed service points (MSP) data to issue performance related discipline or other forms of improper use of MSP data. For example, management's projected intervals between scan points is a form of street time projections, which are covered by M-01769. In such cases, shop stewards should consider citing violations of both M-01769 and the 2002 national-level settlement on MSP scans (M-01458). ☒

Cross-craft assignments

The following are excerpts from related Step 4 settlements and a national arbitration award by National Arbitrator Richard Bloch. These provisions can be cited in all crossing craft grievances, regardless of whether or not grievances are a result of the APWU and the USPS agreeing to carry over job description elements from the old “Special Delivery Messenger” position.

June 6, 1992, Step 4 Settlement—M-01080

The issue in this grievance is whether the delivery of Priority and First Class Mail by Special Delivery messengers violates the terms and conditions of the National Agreement....

In the particular fact circumstances of this case, the work described, i.e., the delivery of First Class and Priority Mail on a route served by a Letter Carrier, is Letter Carrier work. The propriety of a Cross Craft assignment can only be determined by the application of Article 7 section 2.

April 8, 1993, Step 4 Settlement—M-01125

The issues in this grievance are whether Management violated the National Agreement by assigning delivery of first class and priority mail to a Special Delivery Messenger....

We further agreed that the delivery of first class and priority mail on a route served by a letter carrier is letter carrier work. The propriety of a cross craft assignment can only be determined by the application of Article 7.2.

March 3, 1994, Step 4 Settlement—M-01188

The issue in this grievance is whether Management violated the National Agreement by assigning delivery of first class and priority mail within the boundaries of established city delivery to Clerks and Special Delivery Messengers....

During our discussion we mutually agreed that the delivery of first class and priority mail on a route served by a letter carrier is letter carrier work. The propriety of a cross craft assignment can only be determined by the application of Article 7.2.

Article 7, Section 2 of the National Agreement lists the circumstances in which management can assign work across craft lines. It has been ruled at the national level that there are only two circumstances where cross-craft assignments are proper: Article 7, Section 2.B

(Insufficient Work) and Article 7, Section 2.C (Exceptional Workload Imbalance).

In the national level arbitration award C-04560, Arbitrator Richard Bloch found that Article 7, Sections 2.B and 2.C severely limit management’s right to assign work across craft lines. In this decision, Bloch states in relevant part:

Taken together, these provisions support the inference that Management’s right to cross craft lines is substantially limited. The exceptions to the requirement of observing the boundaries arise in situations that are not only unusual but also reasonably unforeseeable. There is no reason to find that the parties intended to give Management discretion to schedule across craft lines merely to maximize efficient personnel usage; this is not what the parties have bargained. That an assignment across craft lines might enable Management to avoid overtime in another group for example, is not, by itself, a contractually sound reason. It must be shown that there was ‘insufficient work’ for the classification or, alternatively, that work was ‘exceptionally heavy’ in one occupational group and light, as well, in another.

Inherent in these two provisions, as indicated above, is the assumption that the qualifying conditions are reasonably unforeseeable or somehow unavoidable. To be sure, Management retains the right to schedule tasks to suit its need on a given day. But the right to do this may not fairly be equated with the opportunity to, in essence, create ‘insufficient’ work through intentionally inadequate staffing.

Remember that efficiency (avoiding overtime pay) is *not* a valid reason to assign work across craft lines.

An example of an issue statement that might be used when an employee from another craft performs city letter carrier work is: “Did Management violate Article 7, Section 2, and the step 4 settlements M-01080, M-01125 and M-01188 via Article 15 of the National Agreement by utilizing a clerk to perform city letter carrier duties on (date), and if so, what should the remedy be?”

Remedy advice and guidance can be found on page 7-17 of the *Joint Contract Administration Manual (JCAM)*. More information on this subject can be found on pages 7-15 to 7-18 of the April 2009 *JCAM* and pages 58-60 of the 2009 Materials Reference System (MRS). ☒

National grievance on USPS filming letter carriers

As reported on page 30, the Postal Service has been filming letter carriers performing office duties on some routes in selected delivery units since mid-October. Its intention is to use the data collected with these cameras to support its desire to raise casing standards and reduce fixed office time for letter carriers.

NALC President Fredric Rolando responded by initiating a national-level interpretive dispute on Oct. 28. The text of the letter sent to USPS Vice President of Labor Relations Doug Tulino initiating this interpretive dispute is printed below. This letter outlines the position that NALC has taken on this issue.

Re: Video Collection of Data

Dear Doug:

Pursuant to Article 15, Section 3.F of the National Agreement, I hereby initiate at the national level the following interpretive dispute arising from management's unilateral collection of data and analysis of office activities for the purpose of changing work standards.

By letter dated April 8, 2011, the Postal Service notified NALC of its plans to study approximately 400 city letter carrier routes. The study involves the use of video cameras to record the time spent by letter carriers in the performance of office tasks. The study was initially cancelled while our representatives conducted a joint study of office work methods. However, the Postal Service has recently begun the unilateral video review. We have been advised that the data being gathered is for the purpose of changing office work standards for city letter carriers.

The interpretive issue presented is whether the current study is covered by Article 34 of the National Agreement. It is our understanding that the Postal Service's position is that the study falls outside the scope of Article 34. We disagree. It is the position of the NALC that Article 34 covers the making of any "time or work studies which are to be used as a basis for changing current or instituting new work measurement sys-

tems or work or time standards," even if the Postal Service intends to achieve the new work or time standards through collective bargaining or interest arbitration. Moreover, the conduct of the study thus far fails to comply with the requirements of Article 34. For example, the Postal Service has failed to provide NALC with timely notice of when each office review is to be conducted in sufficient time to allow me, as NALC President, to designate a qualified representative to observe the making of the study, as provided by Article 34, Section B.

In addition, the study involves the use of new methods of gathering and analyzing data, such as the use of video cameras, which themselves have not been the subject of negotiation. This unilateral change in terms and conditions of employment violates Article 5.

A meeting to discuss this interpretive dispute should be scheduled expeditiously. Please have your representatives contact NALC Director of City Delivery Lew Drass to make the necessary arrangements.

Section 141.2 of the M-39 handbook covers the rules for when management performs an office mail count. It states:

When management desires to determine the efficiency of a carrier in the office, a count of mail may be made. The carrier must be given one day's advance notification of this special count. Use Form 1838-C to record count and time items concerned. The carrier must be advised of the result of the office mail count.

These rules are simple and not interpretive. Management is required to give us proper advance notice of the count, use PS Form 1838-C, and advise the letter carrier of the results of the office mail count. If these rules are not being followed, these matters should be addressed with local grievances citing a violation of section 141.2 of the M-39 handbook via Article 19 of the National Agreement. ☒