

# ACTIVIST

NALC

A NEWSLETTER FOR BRANCH LEADERS OF THE NATIONAL ASSOCIATION OF LETTER CARRIERS  
VOL. 23, NO. 1

March 2010

## *Letter carrier craft and the* **Assignment of new deliveries**

*Assignment of City Delivery, Memorandum of Understanding* (M-01694). All new delivery of mail is assigned to the city letter carrier craft.

In the first installment of this article we looked at the background of the memo, the role local leadership plays in monitoring compliance, the basic bits of information needed to monitor compliance and the importance of reporting all new deliveries to your NBA. *Assignment of City Delivery, Memorandum of Understanding* (M-01694) you will remember is linked to M-01695, *Interim Alternate Route Adjustment Process* which transitioned into MIARAP. These two memos are completely different but undeniably intertwined. Any city carrier routes lost to the MIARAP process should be more than made up for by the acquisition of new deliveries through M-01694.

In this second part we will look at identifying potential non-compliance and how to pursue a dispute should local management assign new deliveries to modes other than city delivery. We will also examine what preparation is necessary and what documentation should be provided when pursuing a compliance dispute. Keep in mind that according to the

Postal Service there have been over 1.4 million new deliveries since the memo was signed. If, conservatively speaking, city delivery received one-half of that number it could equate to at least 1000 new full time positions for our craft. Since we have not seen that number of new positions since the signing of the memo, we have our work cut out for us.

### **Refresher on the memo**

M-01694 was signed in October 2008 and provided that the 2007 Memorandum regarding Subcontracting would remain in effect, the 6-month moratorium *RE: Article 32 Committee* would continue for the remainder of the 2006 National Agreement, and in offices with both city and rural delivery, new deliveries will be assigned to city with three specific exceptions. These exceptions are: established tripartite "boundary agreements," "inefficiencies" and "in-growth."

Boundary agreements are easy. These are agreements between the Postal Service, NRLCA and NALC. They must be agreed upon by all three parties in a written, signed format, which lists streets, block ranges, and possible geographic

landmarks which are clear and unambiguous. If your office has a boundary agreement it takes precedence but it **must be signed by all three parties** to be in force. Simply saying, "that is rural territory," is not a boundary agreement.

In-growth is the establishment of new delivery between existing deliveries within a block range. For instance, rural delivery has been established from 300-999 Main Street and again from the 1200-2300 block of Main Street with deliveries on every one of those blocks. New construction is begun on the 600 block and 800 block of Main Street between existing rural

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## STEWARDS' CORNER

*Grievance handling . . .*

# Sometimes it's the little things

**S**ometimes when stewards write or discuss grievances we spend so much time and energy with investigation, arguing, and reading the JCAM and handbooks and manuals, that we forget about the little things. The things that if not covered and done correctly may make a difference in the outcome at the next step of the grievance procedure or even at arbitration. The Postal Service's weapon of choice right now at the later steps of the grievance procedure and at arbitration is to argue arbitrability or procedural issues. It looks like it's time for a refresher in basic grievance handling.

### Put time extensions and requests for information in writing

Yes, we all know that there is no contractual requirement to put requests for information or extensions of time limits in writing. But, if you don't, you are simply asking for trouble. You have nothing to put in your grievance file to prove that you had that extension or that you requested that information. It's your word against theirs. Not a chance you want to take.

Put the extension in writing and have an end date. Open ended extensions are contrary to the intent of the DRT process. There have been too many times where the local union had a great working relationship with local management and these things were never an issue. Then, all of a sudden, the relationship changes. You don't have something

documented and now you, well your grievant, is up a creek.

In some cases this happens when a new Postmaster comes in and takes over. In one installation recently the branch had hundreds of grievances backed up on hold for many months waiting for meeting time and/or information. The office was understaffed and there was an "understanding" that the steward time and information would be provided as soon as possible. Well, a new sheriff came to town and declared all of the grievances untimely.

Was it right? Ethically, no. But contractually, there was no proof of any extensions.

Article 15 Section 2 of the National Agreement, Grievance Procedure, Informal Step A states in relevant part:

(a) Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor within fourteen (14) days of the date on which the employee or the Union first learned or may reasonably have been expected to have learned of its cause. This constitutes the Informal Step A filing date.

Without an extension, in writing, the grievances may not stand the test of the grievance procedure. Argue all you want about management not being timely with providing requested information or in their issuance of discipline. We make those arguments in the grievance procedure and move on. But, if the union is untimely in filing a griev-

ance we lose. Get extensions in writing and keep copies. These extensions should always be part of the grievance file.

Ok, now you're asking, "But what if they wouldn't give me an extension and have not provided the information I need? How can I file a grievance without getting the time or the information?" I know many people won't want to hear this but the answer is to do the work on your own time and document that time noting what you did and when. No, that is not the way it is supposed to be but in order to protect your time limits and your grievant that is what you must do. Not only that, but you must also file a second grievance for the time you spent off the clock and, if you didn't get the information you requested, file yet another grievance on that issue. These issues will be-

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come part of your contentions and a copy of these additional grievances should be included in the original grievance file as well. No one ever said being a good steward was easy.

When issues such as this arise make sure that your branch president and the NBA are notified. Repeated issues of this sort are indicators that an intervention may be needed.

## **Make sure the entire 8190 is correct and complete**

Timeliness can also become an issue with the dates on the 8190. Article 15 Section 2.F states:

*The Formal Step A decision is to be made and the Joint Step A Grievance Form completed the day of the meeting, unless the time frame is mutually extended. The Union may appeal an impasse to Step B within seven (7) days of the date of the decision.*

It is not uncommon for Formal A meetings to be extended. You meet and then decide to get back together to discuss the matter further or exchange paperwork. In order to protect your time limits, make sure to document the original meeting, but also don't forget to document the extension. Remember to sign and date the 8190 when the Formal A meeting is concluded. You might actually have two or more dates on the 8190 if you had multiple meetings. Make sure that the last date is the final meeting, so that it does not appear as if your appeal to Step B was untimely.

When you appeal a grievance to Step B within seven days, any additions and corrections must be included in that grievance packet. Article 15.2.g of the national agreement states:

*Additions and corrections to the Formal Step A record may be submitted by the Union with the Step B appeal letter within the time frame for initiating the Step B appeal with a copy to the management Formal Step A official. Any such statement must be included in the file as part of the grievance record in the case.*

The JCAM provides that the union may submit written additions and corrections to the Formal Step A record **with the Step B appeal** within the time limit for filing an appeal to

**Don't take a chance:  
Put the extension in writing**

Step B. The filing of any corrections or additions does not extend the time limits for filing the appeal. A copy of the additions and corrections must be sent to the management Formal Step A official at the same time. Management may respond by sending additional information to the Step B team which is directly related to the union's additions and corrections, provided that it is received prior to the Step B decision. At the same time, management must send a copy to the union Formal Step A representative.

Any statement of additions and corrections must be included in the file as part of the grievance record in the case. Additions and corrections received at Step B after the grievance file could be found to be untimely

and those arguments and contentions ignored. Don't give the Postal Service the chance to make that argument. While additions and corrections should not be needed in every case and should be the exception to the rule, if you find that they are needed in a particular case be sure to include them in the grievance appeal to Step B.

## **"Or" or "and"?**

This may sound like a small issue but in rare cases it may have an affect on the outcome of a grievance. When you write an issue statement on Form 8190 use the word "or" instead of the word "and." For instance, instead of writing "Did management violate articles 3, 5, **and** 8 of the national agreement when they . . ." write "Did management violate article 3, 5, **or** 8 of the national agreement when they . . ." Using the word "or" means that if a violation is found for any of these articles the grievance should be sustained. On the other hand, if you use the word "and," management could argue, and an uneducated arbitrator could agree, that if there was not a violation of all of those articles of the contract the grievance should be denied. Don't limit yourself.

Always remember that usually you are not grieving a violation of the JCAM. You are grieving a violation of the National Agreement. Those are the terms that should be used in your issue statement.

## **Steward appointments**

Are your stewards properly certified? Article 17 Section 2.A states:

*The Union will certify to the Employer in writing a steward or stewards and alternates in accordance with the following general guide-*

*(Continued on page 10)*

# My first convention

## What to expect

Is the 67<sup>th</sup> Biennial Convention to be held in Anaheim, California your first National Convention? If the answer is yes, what should you expect? Let's start with a most important point: listen to your branch leaders. They should let you know in advance what their expectations for you are. Follow their lead.

Normally, the business sessions run Monday to Friday from 10:00 am to 2:00 pm, with no lunch breaks. For a sense of what happens and when, see the box to the right. Besides the activities listed there, delegates will enjoy presentations on subjects such as the Food Drive and MDA, and speeches from politicians and labor activists from around the globe.

In advance of the opening session, most branches will have received their convention bags with numerous books and other goodies inside. Of importance is the smaller booklet known as *Proposed Resolutions and Amendments*. In the front of that booklet is a section known as "Report of the Rules Committee." That section contains the various rules that allow the convention to operate smoothly. Read the approximately twenty-two points to gain an understanding of the procedures of the convention. Procedures such as: the process of speaking on resolutions from the floor, how long you can speak (three minutes by the way), and the use of objectionable language. In addition, the rules contain information on voting by voice, division, and roll call.

The Resolution Booklet also contains proposed resolutions and amendments to the Constitution that have been submitted, broken down into several categories. Those categories are:

- Contractual, resolutions that directly relate to provisions of the National Agreement;
- General, resolutions that deal with issues other than the National Agreement;
- Legislative, resolutions that require legislative action;
- Mutual Benefits Association (MBA);
- NALC Health Benefits Plan;

### Convention Day-by-Day (possible schedule)

#### Monday

President's Keynote address  
General Resolutions (begin)

#### Tuesday

Constitutional Amendments

#### Wednesday

Retiree Resolutions  
Nominations

#### Thursday

AFL-CIO Delegate Elections

#### Friday

AFL-CIO Delegate Results Announced

- Retiree issues; and lastly
- Changes to the NALC Constitution.

All of those proposals will be discussed and voted upon by you.

There will also be classes on a myriad of issues offered both in the morning prior to the start of the convention, and in the afternoon, at the end of the session. All of these classes will be listed in one of the books in your bag. Review the classes to determine which ones you plan to attend. The book will provide the times and locations of those classes. Some branches may assign their delegates to various classes.

Beyond the basic framework of the convention itself, the opportunity for you to network with individuals from all over the country is one of which you should take full advantage. You will hear of problems that exist in one part of the country that may not have taken place in your locale yet. You will often learn that problems you thought only existed in your small corner of the Postal Service, in fact exist in many other branches. This networking allows you to get first hand knowledge about the type of tactics that management has attempted in other locales, and whether they were successful or not.

After normal convention hours your time is generally yours. Just remember you are there at the best of your branch, and be prepared the next morning to dig in and take care of the business of the NALC.

# SECRETARY TREASURER

*Getting ready for Anaheim . . .*

## Delegates' convention expenses

This summer thousands of NALC members will be traveling to Anaheim, California to represent their branches at the 67<sup>th</sup> NALC National Convention. Many will travel by airplane, others by car or motorcycle. Most will stay in hotels near the convention and all will partake in meals, snacks and maybe a few beverages during the week of convention. Needless to say, conventions are expensive, not just for those putting one on, but also for those who attend.

Because the cost can be considerable, most NALC branches don't expect their delegates to pay their own way to conventions. Nearly all branches that send delegates pay for some, if not all travel costs as well as lodging, meal and other expenses related to attending the convention. Which costs are covered and how the delegates are reimbursed varies from branch to branch, but questions often arise when it comes to such expenditures. Who decides whether something is a proper expense? Does the delegate need to keep receipts? Can we pay a flat per diem, or must we require receipts? Do we have to report these payments to the IRS? Can the branch give the delegates monetary advances for expenses?

This article will explain some general rules and guidelines when it comes to paying for delegates' expenses and hopefully will answer some of the frequently asked questions.

### Delegates

The election of delegates to national and state conventions is governed by the NALC Constitution as well as branch and state association by-laws. Branches also decide which delegates will be provided funds to attend the convention and how much they will receive. For example, a branch that is entitled to 20 delegates to the national convention may decide that they can only afford to pay for the expenses of ten delegates. In such a case, the ten unpaid delegates could choose to attend the convention at their own expense. Or, the branch may decide to pay for part of the expenses for all 20 delegates. Either way, the decision is determined by the branch by-laws and/or the will of the branch membership.

Some branches' by-laws specifically state how many delegates will be paid for their expenses and how much they will receive. Other branches' by-laws may leave this decision to an executive board or a committee and/or require approval at a branch meeting. Branches may set certain conditions for delegates to be eligible to receive funds, such as a requirement to attend a set number of branch or delegate meetings prior to the convention. Ultimately, the officers of each branch are responsible for insuring that the by-laws are followed and the membership has approved the expenditure of funds. Branch meeting minutes should reflect this approval.

The method for payment of expenses generally falls into one of

two categories, per diem or receipted expenses.

### Per Diem

Per diem is a set amount paid to delegates for certain expenses for which receipts are not required. Generally, funds paid to delegates that do not exceed the federal per diem rate are not considered income

**The method for payment of expenses generally falls into one of two categories: per diem or receipted expenses**

and are not taxable. Most federal government agencies, including the Postal Service, use the per diem method for paying for an employee's expenses while travelling out of town on assignment.

Federal per diem rates are adjusted annually and vary depending upon location and the type of rate

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## Assignment of New Deliveries

(Continued from page 1) deliveries—this would be legitimate “in-growth.” However, if there is not delivery on the 1100 or 1200 block, new deliveries on these blocks are not necessarily “in-growth.” Care must be taken to ensure that “in-growth” is not misapplied. Just because a block range is schemed to a route does not necessarily mean it is “in-growth.” The question must be answered—are there current deliveries in the block range? If not, then “in-growth” is not likely to be correctly applied.

Inefficiencies are the last of the exceptions. This one is a little trickier to define but, leave it to say for now, if a city carrier has to travel too far to pick up a small number of deliveries it may be inefficient. The memo specifies that if delivery is assigned to a mode of delivery other than city delivery, the Postal Service is required to notify the National Business Agent (NBA). Local managers may say it is “inefficient” but if the Postal Service does not notify the NBA it is not officially “inefficient.” So, how do you investigate non-compliance?

## Identifying Potential Non-Compliance

One of the initial difficulties in identifying non-compliance is learning about new deliveries and where they are located. In a small office it may be quite easy to learn of new construction or the location of planned developments. The larger the office/installation, however, the harder it is to know all of the new deliveries and the assignment of those deliveries. This is not a criticism of larger offices; it is merely a fact of size and scale. What then are the first steps?

In part 1 of this article you were introduced to the *Address Management System, New Delivery Point Report* (LFA215P6). This document provides you with an alphabetical listing of all new addresses in a particular zip-code from any specific date to any specific date. In other words, if you make a request to management pursuant to the provisions of Article 17 or 31, it will tell you all the new deliveries in that zip-code. Remember, you should make this request from October 22, 2008 through today. If you have multiple zip-codes you will need to make a separate request for each. As you can guess, if you are making the request for the first time, your report may be sizable. It would be advisable to make subsequent requests on a quarterly basis after your first request has been provided to ensure continued compliance.

As you begin to investigate the new deliveries on the report, have a good city map handy. The report has several columns of information: street name, block range, apartment numbers, etc. One of the most important columns in the investigation is the third column from the right named, ‘SCHM CARR.’ This column shows what mode of delivery has received the assignment. The designation will be made up of one ‘letter’ and three ‘numbers’ (e.g. R014, C004, H049). The ‘letter’ is the mode; R=Rural, C=City, H=HCR and the number is the specific route within that mode. Obviously, if the designated mode has the “C” prefix it has been assigned to city delivery and is certainly in compliance. However, if the prefix is an “R” or “H” more investigation is required to determine if the assignment is in compliance of the memo.

When reviewing the New Delivery Point Report take note of

repeated assignments to specific rural routes. For instance, you may note rural route 004 (R004) has five deliveries assigned on Beechwood Ave., seven deliveries on Deer Run, six deliveries on High Point Dr., four deliveries on Main St., seven deliveries on Parker Dr., and nine deliveries on Sierra Dr. At first glance these deliveries might appear to be “in-growth” since there are only a small number on existing streets. However, these 38 deliveries could be a small new development and fully within the scope of the memo. That is why it is imperative that you either have a map or first person knowledge of the area in order to make this determination.

If you see a large number of deliveries assigned to another mode you need to investigate that as well. For example, a new apartment complex may provide a large number of deliveries which could easily fall within the memo but have been errantly assigned to rural delivery.

Also, it is important to investigate claims of inefficiencies. While the NBA must be notified of assignment when inefficiencies are claimed, it is the local union which must be the investigative eyes and ears in these disputes. The local union is the best source for clear and concise information. As said earlier, a definition of “inefficient” is a little tricky but there are some reasonable guidelines which can help.

Using the example of the new 38 stop development, if the closest city route is one and a half miles away from the development the carrier would have to drive three miles round trip to deliver the 38 stops. That would be a little over 12 deliveries per mile—certainly well within the range of efficient delivery. Contrarily, if the closest city route was four miles away, or less

## Needed Documentation for New Delivery Disputes

### Cover Page

1. Branch number with City and State of the dispute.
2. Dispute ID number (zip-code and dispute number e.g. 20001-#03, 91736-# 14, etc.)
3. Issue Statement (e.g. assignment based on in-growth, or inefficiencies).
4. A descriptive narrative of the dispute indicating when the union discovered the new assignments were available, what other form a delivery received the assignment, what manager was contacted concerning the assignment, etc. Include a short statement of union contentions.
5. List of specific addresses in dispute.
6. A local union contact phone number.
7. Total number of addresses in dispute.
8. How far the closest city delivery is from the disputed delivery. This should be street distance and not “as the crow flies.”
9. Signature of union and management representative, as an acknowledgment the dispute is elevated. If manager will not sign, send it to NBA without signature. Management does not get a copy unless it requests a copy.

than five deliveries per mile away, it may likely be inefficient. This would particularly be the case if a rural route is next to the development. Currently, the parties do not have a specific definition for the measure of inefficiencies, but are working to hammer out agreed upon language.

### Exhibits

1. A map of the city in dispute including scale. Existing delivery color coded, dispute territory color coded. This should be a large map. Suggested NALC color coding for packet: City=blue, Rural=red, HCR/CDS=green, Disputed area=yellow.
2. A map, in magnification, showing the specific disputed assignments. This map must also be color coded using the same color code. Internet maps from Google, Yahoo, or Bing are good for this purpose. Satellite imagery from the internet is fine.
3. Any USPS route maps which are pertinent (request under Art 31).
4. USPS AMS New Delivery Point Report. This report should be color coded as well identifying the assigned form of delivery.
5. Any photographic images which may prove helpful. Photographic exhibits must be photographic prints. Order double prints! Photocopies of prints are NOT helpful—they don’t copy well.

What about a new development that is surrounded by rural delivery several miles from the closest city delivery route. Is that within the scope of the memo? Quite possibly! The old paradigm about what is traditional rural delivery area has been replaced by the correct application of the memo.

As an example, a new apartment complex is constructed on a plot of land which has been previously undeveloped—no existing deliveries are made to this development. Additionally, this new development is completely surrounded by rural delivery and the closest city route is five miles away. The new development entrance is off a street/road that is not currently delivered and the names of the streets within the development are new. The developer builds 200 units.

OK, the closest city delivery is five miles away or ten miles round trip. That would mean the city route could travel to the development and deliver the 200 units at a rate of 20 deliveries per mile. That ratio of delivery cannot be claimed to be “inefficient” by any objective standard.

The Postal Service, however, assigned the delivery of the new development to rural delivery mode—what do you do? Clearly, you have a non-compliance dispute. How do you pursue the dispute and what kind of documentation do you need to supply?

### Documenting the facts

While the memo says, *[management] may assign new growth to another form of delivery only if assigning the work to the city letter carrier craft would result in inefficiencies*, the fact of the matter is management is violating the memo by assigning new deliveries based on an incorrect application of “in-growth” and non-existent “boundary agreements.” These non-compliance disputes must be pursued.

The memo indicates the NBA may directly refer disputes to the National Task Force, but unless the

*(Continued on page 8)*

## Assignment of new deliveries

*(Continued from page 7)*

local union provides that information to the NBA it may never be referred. When you suspect assignments have been made contrary to the provisions of the memo, contact your NBA immediately. If you suspect assignments claimed to be "in-growth" do not meet the definition—pursue a dispute. If management tells you it is assigning the deliveries to another mode based on "inefficiencies" when you know it is not inefficient—pursue a dispute. If management says it has a "boundary agreement," tell them you want to examine the document. If they can't or won't show it to you—pursue a dispute. If the boundary agreement is old and does not apply to the area in question—pursue a dispute.

What does your NBA or the National Task Force need from you? The boxes on page 7 contain a check list of the items you should include. Your NBA is already familiar with what should be in a dispute packet and will be ready to provide guidance. Again, when you discover a potential dispute contact your NBA immediately. The NBA can help you determine if you will need to build a dispute packet and the best way to get the packet to the NBA for the initial meetings with the appropriate district or area representatives.

While this memo has the potential of creating many new letter carrier jobs, without local vigilance and investigation we could miss these opportunities. Enforcement of M-01694 is crucial. It is our work, these are city delivery jobs, this is our future, and this is security.

## Delegates' convention expenses

*(Continued from page 5)*

chosen. The current rates, and other information about federal per diem rates, can be found at the website: [www.gsa.gov](http://www.gsa.gov).

There is one per diem rate (M&IE) for meals and incidental expenses. Tips to food servers, housekeepers, luggage handlers as well as laundry and dry cleaning charges are considered incidental expenses. There is another rate for lodging expenses. The FY 2010 M&IE Per Diem rate for Anaheim, California is \$71 per day. The Lodging Per Diem rate is \$135 for a total of \$206 per day if per diem is paid using the combined lodging, meals, and incidental expenses rate.

Per diem rates do not include transportation costs such as airfare, rental cars, taxis, shuttles and parking costs. Branches paying delegates at the M&IE federal per diem rate may choose to pay delegates for transportation and lodging expenses also; however these payments would be considered reimbursed expenses for which receipts are required.

The number of days of per diem paid to delegates to attend the convention is de-

termined by the branch. In most cases, branches pay per diem for the number of days needed to travel to and return from the convention as well as for each day of the convention. On the first and last travel day, travelers are only eligible for 75 percent of the total M&IE rate for the convention location (\$53.25 for Anaheim).

Thus, a delegate arriving in Anaheim on Sunday and returning home the following Saturday could receive per diem up to \$461.50 at the M&IE rate. Per diem may be advanced to the delegate no more than 30 days prior to the travel and may not exceed the amount of expenses reasonably expected to be incurred.

Some delegates may live close enough to sleep at home and commute daily to the convention. In such situations, according to the Federal Travel Regulation (FTR), the per diem rate is 75% of the pre-

*(Continued on page 9)*



## **Delegates' convention expenses**

(Continued from page 8)

scribed meals and incidental expenses for day travel away from home longer than 12 hours.

## **Received Expenses**

As noted above, instead of paying delegates per diem, branches may choose to reimburse them for received expenses. In such cases, the delegate pays for the room, meals or other services and upon returning home submits to the branch an itemized list of expenses and attaches receipts for reimbursement. In most cases, paying a delegate for an expense for which there is no receipt could be considered taxable income to the delegate. Exceptions are allowed for minor expenses for which a receipt normally can't be obtained, such as tips to hotel housekeeping staff. However, even in those cases, the delegate should self-document the reason and amount of the expense.

Branches using the received expenses method may provide a monetary advance to delegates no more than 30 days prior to the travel and does not exceed the amount of expenses reasonably expected to be incurred. The monetary advance must be repaid or accounted for by receipts within 30 days after the travel is completed.

Most branches use one of the following methods or a variation:

- \* A per diem for meals and incidentals is paid to the delegates. Lodging and transportation costs are paid by the Branch directly to the airline, travel agent and/or hotel.

- \* A per diem for meal and incidentals is paid to the delegates. Delegates are reimbursed for received transportation and lodging expenses as approved by the branch.

\* No per diem paid. Delegates are reimbursed for received expenses for transportation, lodging, meals and incidentals as approved by the branch.

\* No per diem paid. Branch pays for lodging and transportation expenses directly to airline and/or hotel. Delegates are reimbursed for meals and other received expenses as approved by the branch.

## **Approving Reimbursed Expenses**

As long as they are for legitimate union business, the decision as to which expenses will be reimbursed and which will not is determined by the membership. Travel expenses such as plane tickets, car mileage, hotels and meals are generally accepted as legitimate. But as with many things, the devil is in the details. Decisions such as whether the delegates must take a midnight flight in order to get the least expensive tickets possible, share rooms with other delegates, be limited to a certain amount for meals or can be reimbursed for items like in-room movies or alcohol, are policies determined by the branch.

Such policies may be stated in the by-laws, or may be a policy decided by a fiscal committee and/or approved at a branch meeting. Other expenses at convention may be proper for reimbursement as well so long as they have a reasonable connection to union business and been approved by the branch.

## **No Double-Dipping**

It certainly would not be proper to pay a delegate M&IE per diem and also reimburse them for the same received expense. An example is reimbursing a delegate for a

received meal expense who has already been paid M&IE per diem.

## **Mileage**

Many delegates live close enough to the convention site to drive their own vehicles (POV). Branches may reimburse delegates for mileage to attend a convention which is not considered income so long as it does not exceed the Federal POV Mileage rate, currently \$0.50 per mile for automobiles, and \$0.47 per mile for motorcycles. Note that the rate is per vehicle not per passenger. Since passengers incur no mileage expense they are not covered under the Federal POV Mileage rate.

## **Salary and Lost Time**

Paying delegates a salary or reimbursing them or lost work time to attend a convention is a complex subject more properly covered in a future article. Meanwhile, detailed information on this subject can be found in Chapter 4 of the **NALC Branch Officer's Guide to Finance and Administration**, available on the NALC website. A published copy can be purchased for \$6.00 from the NALC Supply Department at 202-393-4695.

Hopefully, this brief overview will be helpful to branches and their delegates when preparing for the upcoming National Convention. However, it is not intended to cover every possible scenario or circumstance that may arise. Additional information on paying for expenses can be found in the **NALC Branch Officer's Guide to Finance and Administration**. Remaining questions may be directed to NALC Secretary-Treasurer Jane Broendel.

## It's the little things

*(Continued from page 3)*  
*lines. Where more than one steward is appointed, one shall be designated chief steward. The selection and appointment of stewards or chief stewards is the sole and exclusive function of the Union. Stewards will be certified to represent employees in specific work location(s) on their tour; provided no more than one steward may be certified to represent employees in a particular work location(s). The number of stewards certified shall not exceed, but may be less than, the number provided by the formula hereinafter set forth.*

*Employees in the same craft per tour or station*

<i>Up to 49</i>	<i>1 steward</i>
<i>50 to 99</i>	<i>2 stewards</i>
<i>100 to 199</i>	<i>3 stewards</i>
<i>200 to 499</i>	<i>5 stewards</i>
<i>500 or more</i>	<i>5 stewards plus additional steward for each 100 employees</i>

Proper use of shop stewards certified under Article 17.2.A means that a shop steward certified to represent carriers in a specific work location is not certified to represent carriers in another work location. A steward certified to be a steward in one unit within an installation can not be used as a steward in another unit without proper certification for that unit.

In a recent arbitration decision the arbitrator found that a grievance was not arbitrable because while the steward was certified prior to the Informal A meeting, he was not certified in writing when he requested information to investigate the grievance. The Postal Service received the certification the following day. While the NALC believes that this arbitrator was in error in his judgment in this case, why take a chance. Be sure that stewards are

properly certified prior to performing any steward duties. Article 17.2.A is certainly not the extent of the contract language regarding steward certification, so be sure you read and understand all of the steward certification provisions in the JCAM. The "Contract Talk" article in the April 2010 *Postal Record* provides some additional sage advice on this issue.

## Proposed Removals

The JCAM instructs that grievances concerning proposed removal actions which are subject to the 30-day notification period in Article 16.5 will be held at Formal Step A of the grievance procedure until the decision letter is issued. Consistent with the Dispute Resolution Process Memorandum, the employee will remain on the job or on the clock until after the Step B decision has been rendered or 14 days after the appeal is received at Step B (except for emergency or crime situations as provided for in Articles 16.6 and 16.7). The JCAM also states that the union does not file a separate grievance on the decision letter. Rather, the union may make additions to the file based on the decision letter at either Step A or Step B.

While the parties have agreed that the union is not required to file two separate grievances, one on the proposed removal and one on the decision letter, it is the NALC's position that a grievance filed within 14 days of receipt of the decision letter is timely. Be aware though that arbitrators have ruled both for and against the NALC's position on this issue. Because it has never been tested at national level arbitration, stewards should not wait until receipt of the decision letter to file a

grievance. You don't want your grievance to become a test case on the issue. Play it safe and don't give the Postal Service an argument you don't have to give it. File the grievance within 14 days of receipt of the proposed removal.

## Step B

Even at Step B the little things can become an issue down the road. The JCAM states that a Step B impasse decision must state in detail the reasons for the impasse, and also must include a statement of any additional facts and contentions not included in the Step A appeal. The parties have agreed that the impasse decision should contain all issues in dispute and the parties' respective positions on those issues and that an arbitration would thus generally be limited to those issues. While there are always exceptions to general statements like this, an arbitrator could use his or her authority to hear additional arguments if persuaded of the necessity. Again, why take the chance that the arbitrator might decide not to hear additional arguments that were brought forward in the earlier steps of the process? A Step B impasse decision should include enough information that anyone can identify the issue and what both sides' arguments and positions are without looking at the rest of the file.

The NALC has used procedural issues to argue against management for many years reasoning that it failed to meet, failed to provide information or issued discipline in an untimely manner. USPS has finally learned to do the same. Let's learn to defend ourselves against these arguments better than the Service has done in the past. Document everything and don't forget the little things. The basics. It's that little dog that can jump up and bite you in the butt.

# Training Seminars & State Conventions

Listed below are the educational and training seminars planned for April—August 2010. For more information, contact your business agent. Regions not listed have no training scheduled in this time period.

**Region 1**—NBA Manny Peralta, (714) 750-2982  
 California, Hawaii, Nevada, Guam  
 Apr. 23-25 Campaign School, Las Vegas, NV  
 May 20-23 Regional Training Seminar, Pasadena, CA  
 June 18-20 Campaign School, Los Angeles, CA

**Region 2**—NBA Paul Price, (363) 892-6545  
 Alaska, Utah, Idaho, Montana, Oregon, Washington  
 Apr. 19-22 Region 2 Training Seminar, W. Yellowstone, MT  
 May 14-16 MT/ID States Convention, W. Yellowstone, MT  
 May 21-23 WA State Convention, Spokane, WA

**Region 3**—NBA Neal Tisdale, (217) 787-7850  
 Illinois  
 April 18 RAP Session, Chicago, IL  
 June 17-19 IL State Convention, Fairview Heights, IL

**Region 4**—NBA Roger Bledsoe, (501) 760-6566  
 Arizona, Arkansas, Colorado, Oklahoma, Wyoming  
 Apr. 30-May 1 OK State Convention, Muskogee, OK  
 May 14-15 WY State Training, Gillette, WY  
 May 14-15 CO State Training, Grand Junction, CO  
 June 11-12 AR State Training, Hot Springs, AR

**Region 5**—NBA Mike Weir, (314) 872-0227  
 Missouri, Iowa, Nebraska, Kansas  
 Apr. 9-11, NE State Convention, Lincoln, NE  
 Apr. 30-May 1 KS State Convention, Topeka, KS  
 May 2-4 Iowa State Spring Training, Altoona, IA  
 June 4-6 MO State Convention, Osage Beach, MO

**Region 6**—NBA Pat Carroll, (586) 997-9917  
 Kentucky, Indiana, Michigan  
 Apr. 18-20 INSALC Convention, Michigan City, IN

**Region 7**—NBA Chris Wittenburg, (612) 378-3035  
 Minnesota, North Dakota, South Dakota, Wisconsin  
 Apr. 9-11 SD Spring Training Seminar, Chamberlain, SC  
 Apr. 23-25 ND Spring Training Seminar, Minot, ND  
 Apr. 26-30 Region 7 Regional Training Seminar, Minneapolis, MN  
 May 14-15 WI State Convention, Pewaukee, WI

**Region 8**—NBA Lew Drass (256) 828-8205  
 Alabama, Louisiana, Mississippi, Tennessee  
 April 22-24 MS State Convention/Training Session, Vicksburg, LA  
 June 4-5 TN State Convention, Memphis, TN  
 June 25-26 AL State Convention/Training Session, Birmingham, AL

**Region 9**—NBA Judy Willoughby (954) 964-2116  
 Florida, Georgia, North Carolina, South Carolina  
 Apr. 22-24 SC State Convention & Training, Myrtle Beach, SC  
 June 10-12 GA State Convention, Augusta, GA

**Region 10**—NBA Kathy Baldwin (281) 540-5627  
 New Mexico and Texas  
 April 17 TSALC District 5 Meeting, San Antonio, TX  
 April 18 TSALC District 3 Meeting, Childress, TX  
 April 24 TSALC District 4 Meeting, El Paso, TX  
 May 1 TSALC District 1 Meeting, Pasadena, TX  
 June 6 TSALC District 6 Meeting, Waco, TX  
 June 10-12 NMSALC Training, Ruidoso, NM

**Region 11**—NBA Dan Toth (518) 382-1538  
 Upstate New York, Ohio  
 April 18 Legislative Workshop, Columbus, OH  
 May 2 Legislative Workshop, Syracuse, NY  
 May 16 Initial Level Steward Training, Columbus, OH

**Region 12**—NBA Bill Lucini (215) 824-4826  
 Pennsylvania, South and Central New Jersey  
 May 6 PA State Congressional Breakfast, Washington, DC  
 May 23-25 NJ State Association Traininf/Seminar, Atlantic City, NJ

**Region 13**—NBA Timothy Dowdy (757) 934-1013  
 Delaware, Maryland, Virginia, West Virginia, Washington DC  
 May 23-25 Branch Training & Regional Rap Session, Williamsburg, VA

**Region 14**—NBA John Casciano (617) 363-9299  
 Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont  
 April 10-11 VT State Convention, South Burlington, VT  
 May 15-17 MA State Convention, Cape Cod, MA  
 June 4-6 NH State Convention, Bartlett, NH

# ACTIVIST

A NEWSLETTER FOR BRANCH LEADERS  
 NATIONAL ASSOCIATION OF LETTER CARRIERS  
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## U S P S **BY THE NUMBERS**

### Operations

**FY 2010-1st Q**  
 Total mail volume year-to-date  
 (Millions of pieces)

	<u>Number</u>	Change from <u>SPLY*</u>
	45,748	-8.8%

Mail volume by class (in millions)

<i>First-Class</i>	21,219	-6.4%
<i>Periodicals</i>	1,889	-11.1%
<i>Standard (bulk mail)</i>	21,916	-10.9%
<i>Packages</i>	177	-17.3%
<i>Shipping Services</i>	410	2.5%

Workhours (YTD in thousands)

<i>City Delivery</i>	104,344	-5.8%
<i>Mail Processing</i>	60,841	-14.2%
<i>Rural Delivery</i>	43,535	-4.6%
<i>Customer Service/Retail</i>	42,058	-12.5%
<i>Other</i>	52,744	-6.4%

\*SPLY=Same Period Last Year

### Finances

**FY 2010-1st Q (millions)**

<i>Operating Revenue</i>	\$18,355	-3.9%
<i>Operating Expenses</i>	\$18,618	-4.4%
<i>Operating Income</i>	-\$263	

### Employment

**FY 2010 —Pay Period 1**

	<u>Number</u>	Change from <u>SPLY*</u>
<i>City carrier employment</i>	198,861	-5.0%
<i>Full Time</i>	177,751	-5.2%
<i>PT Regular</i>	866	-11.1%
<i>PTF</i>	20,444	-3.5%
<i>Transitional</i>	6,229	-8.3%
<i>MOU Transitional</i>	7,051	-4.3%
<i>City carriers per delivery supervisor</i>	17.7	
<i>Career USPS employment</i>	599,073	-8.7%
<i>Non-career employment</i>	94,645	-10.9%