

Article 17/31: Requests for information related to OWCP claims

The Postal Service and the Office of Workers' Compensation Programs (OWCP) have for years disputed the correct interpretation of Privacy Act restrictions on access to, and use of, copies of OWCP claim file documents that are held by the Postal Service. A recent development in that dispute is likely to have a direct impact on NALC shop stewards and other contract enforcers, whenever they make Article 17/31 information requests related to OWCP claim file information.

The USPS-OWCP dispute flows from the Privacy Act itself. That law places restrictions on federal agencies regarding the collection, use and disclosure of personal and private information regarding individuals. In general, the Privacy Act requires that each agency identify the purpose for which it collects information about an individual, and obtain permission from the employee before disclosing that information for a purpose inconsistent with the purpose for which it was collected. The Privacy Act, at 5 USC 552e, requires each federal agency to establish its own systems of records detailing what information it is allowed to collect. The Privacy Act also provides that each agency shall publish its own regulations establishing the collection, use and disclosure of private information about individuals.

The Postal Service Privacy Act regulations are found at 39 CFR 266 and 268, and its system of records covering OWCP claim file documents is identified as USPS 100.850. The OWCP Privacy Act regulations are found at 29 CFR 70 and 71, and its system of records covering OWCP claim file documents is identified as DOL/GOVT-1. In both cases, the regulations identify certain routine uses under which an agency can disclose private information about an individual without that individual's consent. However, there is a major difference between those regulations.

USPS regulations include the following routine use permitting disclosure of OWCP claim file documents:

Disclosure to Labor Organizations. As required by applicable law, records may be furnished to a labor organization when needed by that organization to perform its duties as the collective bargaining representative of Postal Service employees in an appropriate bargaining unit.

OWCP regulations, however, state a similar routine use this way:

To labor unions and other voluntary employee associations from whom the claimant has requested assistance for the purpose of providing such assistance to the claimant.

The Privacy Act dispute between the Postal Service and OWCP in large part centered on the difference between those regulations. USPS said its own regulations applied to copies of OWCP claim file documents in USPS 100.850 and that USPS could release such documents to unions in

accordance with the USPS routine use regulation quoted above. OWCP said that USPS regulations were not applicable to OWCP claim file documents held by the Postal Service, and that instead, OWCP regulations were applicable. OWCP said that its regulations prohibited the Postal Service from disclosing OWCP claim file documents (concerning an individual employee) to a union, unless the Postal Service had a signed release from the individual employee, or had OWCP's permission.

In July 2013, the dispute erupted, with OWCP suspending virtually all USPS access to OWCP claim file data. OWCP took that action after USPS refused to sign an MOU acknowledging that OWCP regulations controlled USPS disclosure of copies of OWCP claim file documents. The Department of Justice weighed in on the issue in support of OWCP's position.

In late October 2014, however, the dispute was resolved. OWCP ended the data suspension after USPS signed an MOU with OWCP, and a second MOU with OWCP and NLRB. USPS agreed that it would not provide OWCP claim file information concerning an individual in response to a union request, unless 1) the union has obtained a signed Privacy Act release from the individual authorizing the release, 2) a court orders the release, or 3) OWCP authorizes the release.

This new development will have a direct impact on contract enforcement and grievance investigations in cases where OWCP claim file information is relevant. Many grievances fit that bill, such as discipline for alleged OWCP fraud, and violations by the Postal Service of its obligations under the FECA.

As a result, shop stewards and branch officers should immediately do two things whenever discipline is issued related in any way to an individual OWCP claim, or a grievance investigation is initiated related to Postal Service violation of an OWCP related obligation:

1. **Obtain a signed release from the employee being disciplined, or the employee at issue in a Postal Service violation of FECA obligations.** Provide a copy of the release to the Postal Service along with the Article 17/31 request. If a steward is unable to obtain a signed release, he or she should contact the NBA for assistance.
2. **Advise and assist the employee at issue in making a written request directly to OWCP for a complete copy of the OWCP claim file.** Because OWCP response times for providing file copies may exceed grievance time limits, these requests should be uploaded directly to OWCP via ECOMP, which can be accessed at the NALC Compensation Department website by clicking on "Tools for Managing your OWCP Claim."

To see sample forms, go to nalc.org/workplace-issues/injured-on-the-job.

Reading PS Form 1840 Reverse

The PS Form 1840 Reverse shows what deliveries are planned to be added to or taken from a route during a route adjustment. PS Forms 1840 Reverse generated from the Delivery Operations Information System (DOIS) and Carrier Optimal Routing (COR) contain the same information, but appear slightly different. The PS Form 1840 Reverse generated by a COR adjustment looks like this:

ASSIGNMENT APPROVED BY POSTMASTER OR DESIGNEE		RECORD OF OFFICE AND STREET ADJUSTMENTS MADE										Date: 10/27/2014		Page 1 of 2	
ITEM	HOURS AND MINUTES	NEW CONST. MINUTES	RELIEF (R) ADDITION (A)	STREET		BEGIN	END	ZIP + 4 SECTION/ SEGMENT	TRANS-FERRED TO /FROM ROUTE NUMBER	DELAYS	OFFICE TIME MM/SS	STREET TIME MM/SS	ADJUSTED ROUTE		
OFFICE TIME	01:25		A	43 RD ST		216	216	3282	C004	34	00:38	03:32	OFFICE TIME	01:27	
STREET TIME	06:20		A	43 RD ST		226	226	3225	C004	1	00:00	02:11	STREET TIME	06:25	
TOTAL TIME	07:45		R	TUDD AVE		4825	4925	2728	C019	11	00:25	05:25	TOTAL TIME	08:02	
RELIEF			R	TUDD AVE		4825	4925	2743	C019	2	00:26	05:24			
ADDITION			R	TUDD AVE		4891	4899	2791	C004	2	00:27	05:25			
			R	TUDD AVE		4991	4999	2792	C019	29	00:28	05:26			
			R	TUDD AVE		5091	5099	2793	C004	13	00:29	05:27			
			R	TUDD AVE		5391	5199	2794	C004	32	00:30	05:28			
			A	Relay Time: EXR 14:27, ADD 17:51		0	0			0	00:00	05:14			
			R	Turned Working: EXR 15:22, ADD 17:22		0	0			0	00:00	05:00			
				Old Relay: BREW ST .41:35						0	00:00	00:00			
				New Relay: 216 43 St. 1:04						0	00:00	00:00			
				New Relay: 4925 Tudd Ave 1:04						0	00:00	00:00			
			A	Parcel Delivery						0	00:00	02:00			

Comments:

- Office break Option chosen X Yes or No.
- Base Time Route Evaluation From CDRAAP is 0:25 (Hours and Minutes)
- Street Time for Adjustment 06:30 (Hours and Minutes)
- Reasons for selection of street time: The adjustment team mutually agrees that the actual average street time from the evaluation period is most representative of the route.

Office Time Mode: Demonstrated Performance by Relieved Carrier

You will see images of several sections of a PS Form 1840 Reverse from COR in this first section. Each section is explained below the image.

Route: C0001 ZIP 00000		RECORD OF OFFICE AND STREET ADJUSTMENTS MADE										Date: 10/27/2014		Page 1 of 2	
------------------------	--	--	--	--	--	--	--	--	--	--	--	------------------	--	-------------	--

At the very top of the form, you can see the route number, ZIP code, date, page number and total pages. In this example, the PS Form 1840 Reverse is for Route C0001 in the 00000 ZIP code. The date is Oct. 27, 2014, and this is the first of two pages.

ITEM	HOURS AND MINUTES
OFFICE TIME	01:25
STREET TIME	06:20
TOTAL TIME	07:45
RELIEF	
ADDITION	

On the upper left-hand side of the PS Form 1840 Reverse (in the “ITEM” column), there is a line for “OFFICE TIME,” a line for “STREET TIME,” and a line for “TOTAL TIME.” In all types of route adjustments, these are the evaluated times for the route *before* the adjustment. In the example above, the route was evaluated at 01:25 office time (one hour and 25 minutes) and 06:20 street time (six hours and 20 minutes) for a total of 07:45 (seven hours and 45 minutes) *before* the adjustment.

PS Form 1840 Reverse, continued

ADJUSTED ROUTE	
ITEM	HOUR AND MINUTES
OFFICE TIME	01:27
STREET TIME	06:35
TOTAL TIME	08:02

On the upper right-hand corner of the PS Form 1840 Reverse, you can see a section called “ADJUSTED ROUTE.” Here you will see the office and street time for the route *after* the adjustment. In the example above, this route has 01:27 (one hour and 27 minutes) of office time and 06:35 (six hours and 35 minutes) street time for a total route time of 08:02 (eight hours and two minutes) *after* the adjustment.

ADDRESS RANGE									
RELIEF (R) ADDITION (A)	STREET	BEGIN	END	ZIP + 4 SECTOR/SEGMENT	TRANS - FERRED TO / FROM ROUTE NUMBER	DELYS	OFFICE TIME MM:SS	STREET TIME MM:SS	
A	43 RD ST	216	216	3202	C004	24	00:38	03:32	

Reading from left to right, the first column is called “RELIEF (R) ADDITION (A).” Each entry in this column will always be marked with an “A” or an “R.” The letter “A” stands for addition and means that territory or time is being added to the route. The letter “R” stands for relief and means that territory or time is being taken from the route. In the example above, you can see that the first line has the letter “A” for addition.

The second column is called “STREET.” It will list the name of the street being added or taken away from the route. The next column is called “ADDRESS RANGE.” It is divided into two subcolumns: “BEGIN” and “END.” These two columns show the beginning number and ending number of the block range being added or removed from the route. In the example above, the first line shows 216-216 43RD ST being added to this route.

The next column over is the “ZIP + 4 SECTOR/SEGMENT” column. This shows the ZIP+4 for the sector segment. In the example above, 216-216 43RD ST has a ZIP+4 of 3202.

If you look at the next column to the right, you see the “TRANSFERRED TO/FROM ROUTE NUMBER” column. This is important because it shows which route the territory is coming from or going to (depending on whether territory is being added or taken away). This can tell you something about whether you’re getting a fair time credit for what you’re receiving, or it may be useful for possible bidding purposes. In the example above, you can see that 216-216 43RD ST is coming from route C004.

The next column is called “DELYS.” This shows how many possible deliveries are in the line entry being added to or taken away from the route. In the example above, 216-216 43RD ST contains 24 possible deliveries.

Continuing to the right, the next two columns are called “OFFICE TIME” and “STREET TIME.” This is where the rubber meets the road. These columns show the time value that is being added to or taken away from the route for each sector segment. In the example above, 216-216 43RD ST is being added to the route for a time credit of 00:38 (38 seconds) office time and 03:32 (three minutes and 32 seconds) street time.

PS Form 1840 Reverse, continued

				ADDRESS RANGE						
RELIEF (R) ADDITION (A)	STREET			BEGIN	END	ZIP + 4 SECTOR/ SEGMENT	TRANS - FERRED TO / FROM ROUTE NUMBER	DELYS	OFFICE TIME: MM:SS	STREET TIME: MM:SS
A	Relay Time: EXR 14:37, ADJ 17:51			0	0			0	00:00	03:14
R	Travel Within: EXR 15:22, ADJ 12:22			0	0			0	00:00	03:00

	Old Relay: BREW ST. -01:33							0	00:00	00:00
	New Relay: 216 43 St. 1:04							0	00:00	00:00
	New Relay: 4925 Todd Ave 1:04							0	00:00	00:00
A	Parcel Delivery							0	00:00	02:00

In a route adjustment using COR, time credit for relay time, travel to the route, travel within the route, and travel from the route are displayed.

The first line in the box is an addition made to the route by adding time for relay time. You can see the letters “EXR” beside the words “Relay Time.”

When COR is used, every “Relay,” “Travel To,” “Travel From” or “Travel Within” time entry on the PS Form 1840 Reverse will have the letters “EXR” (existing route time) and then an amount of time behind it. This is the total amount of time credited for the street function you’re looking at *before* the route adjustment.

In the example above, 14:37 (14 minutes and 37 seconds) was the relay time for the route before the route adjustment.

To the right of the EXR time, you see the letters “ADJ” (adjusted route time) and then an amount of time behind it. This is the amount of time the street function you’re looking at is worth after the route adjustment.

In the example above, 17:51 (17 minutes and 51 seconds) is the relay time for the route *after* the route adjustment.

If the “ADJ” time is greater than the “EXR” time, you will see the letter “A” in the “RELIEF (R) ADDITION (A)” column because time has been added to the route.

If the “ADJ” time is less than the “EXR” time, an “R” for relief will appear because COR has taken time from the route. You can see an example of this on the second line down in the example above. The existing “Travel Within” is 15:22, but COR adjusted the “Travel Within” time to 12:22.

All deductions made must be explained by appropriate comments on the PS Form 1840 Reverse and validated.

Allied time changes (including “MANUAL TIME ADJUSTMENTS” or “MISC” office or street time adjustments) are very easy to locate on the PS Form 1840 Reverse used for COR route adjustments. Allied time is time on the street spent not delivering mail. Here’s how it works:

The entries will start by listing all territory being added (A) to the route and then switch to all territory being taken away (R) from the route. This can be just a few lines or go on for several pages on the PS Form 1840 Reverse, depending on how much territory is being moved to or from the route. However, when you get to the end of all territory being taken away (R) from the route, the allied time entries begin.

Usually, the first entry will be a “Manually Adjusted Office Time” entry (if one was made). Next you’ll find “Relay Time” changes if there are any. This is followed by “Travel To,” “Travel From” and “Travel Within” changes (if there are any). Next, you’ll find entries for Loading, Unloading, Accountable Delivery, Parcel Delivery, Street Break, Personal Needs, Customer Contact, Backtracking, Waiting Other, Management, etc., time changes (if there are any). The last entry of this type will be Misc., or Manually Adjusted Street time changes (if there are any).

Whenever you see an “R” in the “RELIEF (R) ADDITION (A)” column followed by an allied time entry, this means time is being taken from the route. When time is being taken away (R), be sure to look to the right in the “TRANSFERRED TO/FROM ROUTE NUMBER” column to see if the time is really going to another route.

If you don’t see a route number in the “TRANSFERRED TO/FROM ROUTE NUMBER” column, this means that the time taken from the route was deleted and not transferred to another route. There are times when this is justified. For instance, if a route

PS Form 1840 Reverse, continued

is completely abolished, the street break time would not go to another route because each route already has street break time.

There also are times when this isn't justified. For instance, if a route is completely abolished, the parcel and accountable time would have to transfer to the gaining route.

After all the allied time entries, you usually will see each individual "Old Relay" followed by each individual "New Relay" and the time credit associated for each old and new relay for the route (if there are any changes). In the example, you see "Old Relay: BREW ST, -01:33." This means that the relay located at Brew Street was deleted and one minute and 33 seconds of "Relay Time" was deducted from the route. On the next line, you see a similar entry indicating that a new relay has been added. In this example, the new relay located at 216 43rd St. resulted in a 1:04 (one minute and four seconds) time credit being given to the route for this new relay. These individual relay times are not listed in the street time column or with an (R) or an (A) on this line, because the total relay time adjustment appears separately.

There are exceptions to this general rule, such as the example above where allied time entries can appear after the individual old and new relay entries. In the example above, there is an entry for "Parcel Delivery" that appears after the old and new relays for the route. You can see the letter "A" in the "RELIEF (R) ADDITION (A)" column indicating that this is an addition to the route. If you look all the way over to the "STREET TIME" column, you can see that 02:00 (two minutes) was added to the route for this parcel delivery.

If you're looking at the PS Form 1840 Reverse for the route in a COR route adjustment and you don't see any allied time being added or taken away, this means that whatever time used in the past that was recorded as allied time remains on the route as is.

There are times when this might be fair, and times when this wouldn't be fair—for instance, when a route is not losing any territory and having territory added to the route. If no allied time transferred to the route, consider asking why none was transferred to the route with the territory.

Comments: 1. Office break Option chosen: ☒ Yes or ☐ No. 2. Base Time Route Evaluation From CDRAAP is 1:25 (Hours and Minutes) 3. Street Time for Adjustment 06:00 (Hours and Minutes) 4. Reasons for selection of street time: The adjustment team mutually agreed that the actual average street time from the evaluation period is most representative of the route. Office Time Mode: Demonstrated Performance in Balanced Carrier
--

The lower half of the PS Form 1840 Reverse is called the "Comments" section. Under the "Comments" section, you will see:

- Whether or not the first break is taken in the office or on the street.
- The base street time for the route from the last adjustment that was done.
- The evaluated street time that was selected for the route.
- The reason for the selection of street time. Route adjustments require a reason for the street time selected to be recorded.
- Office method for transfer. At the bottom of the page in the lower left-hand corner, the mode used to transfer of office time will appear. Section 243.316 of *Handbook M-39*, Management of Delivery Services, actually contains five methods for determining the amount of office time to be transferred with territory that is being moved from one route to another. In CDRAAP, an additional method of transferring office time is described on page 17 of M-01846. All these methods are mathematical formulas used to determine the amount of office time to be transferred with the deliveries moved to another route.

Sometimes, a "MANUAL TIME ADJUSTMENT" or a "MISC" (meaning a miscellaneous adjustment was made) will appear on the last page of an 1840 Reverse. Look at this very carefully and question why it was made in the adjustment consultation. You may want to consider documenting, on the first page of the PS Form 1840 Reverse, any concerns or questions you have as it relates to this entry. The amount of time that is recorded like this can be significant.

PS Form 1840 Reverse, continued

DELAYS	OFFICE TIME MM:SS	STREET TIME MM:SS
25	HH:MM 00:02	HH:MM 00:15

On the last page of the PS Form 1840 Reverse, you will see a total at the bottom of the “DELYS” column. This is the cumulative total number of deliveries added to or taken away from the route. You can see in the example above that 25 deliveries were added to this route. You also will see totals under the “OFFICE TIME” and “STREET TIME” columns. These show you the cumulative total amount of office and street time added to or taken from the route. You can see above that this route has 00:02 (two minutes) of office time added and 00:15 (15 minutes) of street time added for a total of 17 minutes added to the route.

Any differences in the office and street times found on the left-hand side of the PS Form 1840 Reverse and the right-hand side must be explained in the comments section.

A PS Form 1840 Reverse generated by DOIS looks like this:

Adjustment Approved by Postmaster or Designee			Route No: 20008		Record of Office and Street Adjustments Made										Page 1 of 1		Total Pages	
Item	Hours and Minutes	New Const. (Minutes)	Relief (R) Addition (A)			Numbers		ZIP + 4 Section Segment		Transferred To or From Rte. Number	Days	Office Time	Street Time	Adjusted Route				
						Begin	End							Item	Hours and Minutes			
Office Time	2:09		R	OLD CANTON RD	E	6700	6798	12	28	004	-4	-0:01	-0:58	Office Time	2:05			
Street Time	6:12		R	OLD CANTON RD	E	6700	6700	13	53	004	-11	-0:01	-0:03	Street Time	5:55			
Total Time	8:21		R	OLD CANTON RD	D	6703	6703	23	42	004	-5	-0:01	-0:02	Total Time	8:06			
Router			R	OLD CANTON RD	E	6712	6712	12	05	004	-11	-0:01	-0:02	Router				
Addition														Possible Deliveries	624			
Relief	0:21																	
											- 31	TOTAL -0:54	TOTAL -0:17					

COMMENTS:

1. Office break option chosen: ☒ yes ☐ no

2. Base time selected for route evaluation purposes from Form _____ is _____ (hours and minutes).

3. Street time selected for adjustment: 6:12 (hours and minutes).

4. Reasons for selection of street time:

5. Office method for transfer:

ADDITIONAL COMMENTS:

PS Form 1840 Reverse, continued

Most of the information on this form is exactly the same as the form generated when the COR program is used to adjust routes. A couple of important differences are pointed out below.

Office Time	Street Time
- 0:01	- 0:05
- 0:01	- 0:08
- 0:01	- 0:02
- 0:01	- 0:02
TOTAL - 0:04	TOTAL - 0:17

One of the glaring differences between the two forms is that the DOIS-generated form does not have the office and street time broken down into minutes and seconds. The seconds are simply rounded to the next minute.

COMMENTS

1. Office break option chosen

☒ yes ☐ no

2. Base time selected for route evaluation purposes from Form _____ is _____ (hours and minutes).

3. Relief time selected for adjustment: 4:12 (hours and minutes)

4. Reasons for selection of street time:

5. Office method for transfer:

ADDITIONAL COMMENTS:

Next, the comments section has two small differences.

First, DOIS lists the method to transfer office time as “5. Office method for transfer” in the comments section, while the 1840 Reverse from a COR adjustment describes it as Office Time Mode. These mean the same thing.

Second, there is an additional comments section on the DOIS generated 1840 Reverse. Here you often will find explanations for adjustments made to the route aside from the additions and reliefs associated with actual delivery. If a Manual Time Adjustment is listed on the PS Form 1840 Reverse produced by a DOIS adjustment and a satisfactory explanation is not found in the ADDITIONAL COMMENTS section, ask about this in the adjustment consultation.

Article 41.3—miscellaneous provisions

Article 41.3 of the National Agreement includes miscellaneous provisions related to our craft. Some are familiar to most, such as Article 41.3.O, which addresses bidding and posting procedures following the abolishment of an assignment.

Article 41.3 also contains a number of provisions negotiated over the years that are often overlooked but provide important rights and protections. Several of them are reviewed below, with the explanation underneath.

41.3.A The carrier may use stools while casing mail and performing other office duties, provided the use of such stools does not interfere with or affect efficiency and standard job performance.

This section provides protection for those letter carriers who choose to use a stool while performing their office duties.

41.3.B The Employer will not assess or hold a carrier responsible for incorrect fees collected on mail improperly rated prior to being distributed to the carrier, who is expected to exercise reasonable care and judgment in the matter.

41.3.C The Employer will not assess or hold a carrier responsible for faulty checks accepted in payment for postal fees or postal charges provided the carrier follows regulations governing the acceptance of checks. The regulations governing the acceptance of checks are contained in Chapter 3 of Handbook F-1. However, it is local management's responsibility to insure that letter carriers are trained in the procedure for properly accepting a check for postal fees and/or services.

Letter carriers sometimes are required to collect fees from a customer for a piece of accountable mail. The language found in these two provisions relieves the carrier of any financial responsibility if, for example, a piece of mail was marked with the wrong postage due or a bad check was collected for a COD item.

41.3.E When the Employer requires the use of certain supply items for the proper performance of a carrier's functions, such items will be supplied by the Employer.

This provision requires the Postal Service to supply items carriers are required to use, including, but not limited to, rubber bands, satchels and hampers.

41.3.F A newly appointed carrier or a carrier permanently assigned to a route with which the carrier is not familiar will be allowed a reasonable period to become familiar with the route and to become proficient.

Although there is no specific time frame mentioned in this provision, all letter carriers, whether newly appointed or veteran, working on an unfamiliar route, are allowed a reasonable amount of time to learn a route.

41.3.J The Employer agrees that, except in matters where there is reasonable cause to suspect criminal activity, postal management or inspectors shall not inspect lockers unless the employee or the Union representative has been given the opportunity to be present. For a general inspection, in which a number of lockers are to be inspected, where employees have had prior notification of at least a week, the above is not applicable.

This section lists the parameters agreed to by the parties for locker inspections.

41.3.K Supervisors shall not require, nor permit, employees to work off the clock.

The 2014 *Joint Contract Administration Manual* also provides the following:

Rest Breaks. National Arbitrator Britton ruled that the Postal Service must ensure that all employees stop working during an office break. Contractual breaks must be observed and cannot be waived by employees (H4N-3D-C 9419, December 22, 1988, C-08555).

“Article 41.3 also contains a number of provisions negotiated over the years that are often overlooked, but provide important rights and protections.”

41.3.L In the interest of safety and health and other appropriate considerations, representatives designated by the NALC will be given an opportunity to examine, comment and to submit recommendations on new vehicle specifications during their development and before the specifications are transmitted to potential contractors, before manufacturing and upon completion of vehicles.

NALC is currently working on the next-generation delivery vehicle with the Postal Service, pursuant to this provision. For more information on the new delivery vehicle project, see Director of City Delivery Brian Renfroe's article on the previous page.

41.3.P The Employer shall promptly notify the local Union President of any job-related vehicle accidents involving city letter carriers.

This section is often overlooked. This provision should be strictly enforced. Such notification to the branch president allows the branch to check on the well-being of those involved in the accident and allows an investigation to begin, where necessary, as soon as possible.

Handbooks and manuals to help on the workroom floor

Article 19 of the National Agreement incorporates several postal handbook and manual provisions directly relating to wages, hours or working conditions. Many of these handbooks and manuals cover issues directly related to the job letter carriers perform every day and to the workroom floor. A few of these provisions that cover common issues are covered below.

Due to reductions in clerk staffing in offices over the last several years, fewer and fewer clerks are available to check carriers in and clear accountables upon returning from the street. *Handbook M-39, Management of Delivery Services*, Sections 116 and 127 make clear that management has a responsibility to schedule clerks for this purpose.

Handbook M-39, Section 116.1 states:

116.1 Scheduling Clerks in a Delivery Unit

Schedule distribution clerks in a unit with decentralized distribution so that service standards will be met and an even flow of mail will be provided to the carriers each day throughout the year. Schedule the accountable clerk to avoid delaying the carriers' departures in the morning and for clearance of carriers on their return to the office.

Handbook M-39, Section 127.c states:

127 Office Work When Carriers Return From Route

c. See that clerks are available to check in accountable items as efficiently and promptly as possible.

If no clerk is available when carriers return in a particular office, stewards should discuss the issue with their supervisor and, if appropriate, file a grievance citing a violation of the sections quoted above via Article 19 of the National Agreement.

Another common issue is reductions in casing equipment causing insufficient carrier case setups. *Handbook M-39, Management of Delivery Services* and *Handbook M-41, City Delivery Carrier Duties and Responsibilities* contain specific requirements for carrier cases. While management has the right to reduce casing equipment, the resulting case configurations must be consistent with the relevant handbook and manual provisions, some of which are quoted below.

Handbook M-39, Section 117.2 states:

117.2 Determine Carrier Case Requirements

Carrier case, Item 124, is the basic letter case for use on all letter carrier routes. The delivery unit manager must determine the need for wing cases for letter mail (Items 143 or 144) using criteria outlined below:

Handbook M-39, Section 117.2.b continues:

b. Two Deliveries Per Separation. Letter cases should normally have two deliveries per 1 inch separation.

Handbook M-41, Section 221.4 further emphasizes the requirement to limit the number of addresses per cell to no more than two, by stating:

221.4 Letter Separations

221.41 If possible, letter separations should contain not more than two numbers of deliveries, particularly on motorized routes, so mail can be distributed in the order of delivery. This is done by placing mail for one number at the left side of separation and one at the right side.

221.42 When necessary to use three numbers per separation, mail for the middle address should protrude from the case in order to sequence without rehandling.

The language above makes clear that cases should normally not have more than two deliveries per separation.

Chapter 6 of the *Postal Operations Manual (POM)* covers a variety of delivery issues. *POM* Chapter 6, Section 611.1.a states:

611.1 Conditions

The following conditions govern delivery, refusal, and return:

Delivery to Addressee. The addressee may control delivery of his or her mail. In the absence of a contrary order, the mail is delivered as addressed. Mail addressed to several persons may be delivered to any one of them.

“Many handbooks and manuals cover issues directly related to the job letter carriers perform every day and to the workroom floor.”

While this may seem very simple and elementary, it can be very important in some circumstances. For example, when pre-sequenced mailings arrive out of sequence, supervisors often have issued instruction to letter carriers to deliver one to every box, regardless of the address. This type of instruction clearly is a violation of the *POM* quoted above.

These are just a few of the provisions that ensure letter carriers are afforded the resources to perform their jobs accurately and deliver mail securely to our customers. The NALC website (nalc.org) contains numerous handbooks and manuals published by USPS that affect our jobs. These are available on the “Workplace Issues” section of the website under “Resources.”

Maximum hour limits

There are two separate restrictions on the maximum number of hours a letter carrier craft employee may be required to work. One is found in Section 432.32 of the *Employee and Labor Relations Manual (ELM)*, and the other in Article 8, Section 5.G of the National Agreement.

ELM Section 432.32 provides the following rule that applies to all employees, including city carrier assistants:

Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the PMG (or designee), employees may not be required to work more than 12 hours in 1 service day. In addition, the total hours of daily service, including scheduled work hours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours.

Because this *ELM* provision limits total daily service hours, including work and mealtime, to 12 hours, an employee is effectively limited to 11½ hours per day of work plus a half-hour meal. However, the *ELM* also permits the collective-bargaining agreement to create exceptions to this general rule. An exception to this rule can be found in Article 8, Section 5.G of the National Agreement, which provides the following.

Full-time employees not on the ‘Overtime Desired’ list may be required to work overtime only if all available employees on the ‘Overtime Desired’ list have worked up to twelve (12) hours in a day or sixty (60) hours in a service week. Employees on the ‘Overtime Desired’ list:

1. may be required to work up to twelve (12) hours in a day and sixty (60) hours in a service week (subject to payment of penalty overtime pay set forth in Section 4.D for contravention of Section 5.F); and
2. excluding December, shall be limited to no more than twelve (12) hours of work in a day and no more than sixty (60) hours of work in a service week.

The exception in Article 8.5.G applies only to full-time employees on the overtime desired list. Excluding December, the above provision limits those employees to no more than 12 hours of work in a day and no more than 60 hours of work in a service week. However, since the term “work” within the meaning of Article 8.5.G does not include mealtime, the 12 total hours of work in a day for carriers on the overtime desired list may extend over a period of 12½ consecutive hours.

Additionally, Article 8.5.G provides that the limits do not apply during December when full-time employees on the overtime desired list may be required to work more than 12 hours. These exceptions do not apply to city carrier assistants, part-time employees or full-time employees who are not on the overtime desired list, all of whom are effectively limited to 11½ hours of work per day by *ELM* Section 432.32, even during December.

National Arbitrator Mittenthal ruled in C-06238 that the 12- and 60-hour limits are absolutes. Excluding December, a full-time employee may neither volunteer nor be required to work beyond those limits. In C-07323 Arbitrator Mittenthal ruled that when a full-time employee reaches 60 hours in a service week, management is required to send the employee home—even in the middle of a scheduled day. He further held that in such cases the employee is entitled to be paid the applicable eight-hour guarantee for the remainder of his or her scheduled day.

On Oct. 19, 1988, the national parties signed a memorandum of understanding (M-00859) to implement the above mentioned Mittenthal awards. Part of that memorandum states:

The parties agree that with the exception of December, full-time employees are prohibited from working more than 12 hours in a single work day or 60 hours within a service week. In those limited instances where this provision is or has been violated and a timely grievance filed, full-time employees will be compensated at an additional premium of 50 percent of the base hourly straight time rate for those hours worked beyond the 12 or 60 hour limitation. The employment of this remedy shall not be construed as an agreement by the parties that the Employer may exceed the 12 and 60 hour limitation with impunity.

“There are two separate restrictions on the maximum number of hours a letter carrier craft employee may be required to work.”

As a means of facilitating the foregoing, the parties agree that excluding December, once a full-time employee reaches 20 hours of overtime within a service week, the employee is no longer available for any additional overtime work. Furthermore, the employee’s tour of duty shall be terminated once he or she reaches the 60th hour of work.

Arbitrator Snow ruled in C-18926 that the Memorandum of Understanding M-00859 limits the remedy for any violations of the Article 8.5.G maximum hour limits to an additional premium of 50 percent of the base hourly straight time rate. However, Arbitrator Snow’s award does not necessarily limit remedies for repeated or deliberate violations of *ELM* 432.32.

Investigatory interviews—rights and warnings

Letter carriers have the right to union representation in investigatory interviews conducted by managers, postal inspectors or USPS Office of Inspector General (OIG) agents. It is important to understand your rights in these situations, but it is also critical to understand the different types of warnings a postal inspector or an OIG agent may issue you when an investigatory interview crosses over into the realm of a possible criminal investigation.

The 1975 U.S. Supreme Court decision in *NLRB vs. J. Weingarten* gives each employee the right to representation during any “investigatory interview which he or she reasonably believes may lead to discipline.” These rights are commonly referred to as Weingarten rights. The Postal Service is not required to inform you of these rights. A steward cannot exercise these rights for you. If you are asked a question by management that you believe could lead to discipline, you are responsible for requesting your shop steward. Management is required to provide a steward upon request.

Once a steward has been provided, you have the right to a private discussion with the steward before the interview continues. You also have the right to a steward’s assistance, not just a silent presence. The employer would violate your Weingarten rights if it refused to allow your representative to speak, or tried to restrict the steward to the role of a passive observer.

When an investigatory interview is being conducted by law enforcement officers, such as postal inspectors or an OIG agent, an employee may be read warnings. The most well-known warning is Miranda. Most people are familiar with this warning from watching crime programs on television. The Miranda warning is:

You have the right to remain silent. Anything you say can and will be used against you in a court of law. You have the right to have an attorney present before any questioning. If you cannot afford an attorney, one will be appointed to represent you before any questioning.

Once this warning is given, anything you say can be used in a court of law to try to prove guilt. If you are given a Miranda warning, you should consult with an attorney before answering any questions. Postal inspectors and OIG agents often present a PS Form 1067, Warning and Waiver of Rights and request that employees sign it. By signing this form, postal employees waive their Miranda rights. Letter carriers should not sign PS Form 1067 without first consulting with an attorney. If you do sign a PS Form 1067, anything said from that point forward can be used against you in a court of law.

Since **ELM Section 665.3** requires all postal employees to cooperate with postal investigations, the Postal Service may take disciplinary action against an employee when he or she fails to cooperate during a normal investigatory interview

that does not cross the threshold into a criminal investigation. This would appear to put the employee in an impossible position. Should an employee answer questions even if the answers may result in criminal charges, or should the employee refuse to answer, risking the possibility of discipline for “failure to cooperate” in an investigation?

This problem was resolved by the federal courts in the *Kalkines* and *Garrity* decisions.

The *Kalkines* warning requires employees to make statements and cooperate, even if it could lead to being disciplined or discharged, but provides criminal immunity for their statements. An example of a *Kalkines* warning, though the exact wording may vary, could read something like this:

You are being questioned as part of an internal and/or administrative investigation. You will be asked a number of specific questions concerning your official duties, and you must answer these questions to the best of your ability. Failure to answer completely and truthfully may result in disciplinary action, including dismissal. Your answers and any information derived from them may be used against you in administrative proceedings. However, neither your answers nor any information derived from them may be used against you in criminal proceedings, except if you knowingly and willfully make false statements.

This warning means the employees must be truthful, but can do so without their answers being used against them in criminal proceedings.

A *Garrity* warning advises suspects of their criminal and administrative liability for any statements made, but also advises suspects of their right to remain silent on any issues that may implicate them in a crime. An example of a *Garrity* warning, though the exact wording may vary, could read something like this:

You are being asked to provide information as part of an internal and/or administrative investigation. This is a voluntary interview and you do not have to answer questions if your answers would tend to implicate you in a crime. No disciplinary action will be taken against you solely for refusing to answer questions. However, the evidentiary value of your silence may be considered in administrative proceedings as part of the facts surrounding your case. Any statement you do choose to provide may be used as evidence in criminal and/or administrative proceedings.

The *Garrity* warning helps to ensure suspects’ constitutional rights. It also allows federal agents to use statements provided by suspects in both administrative and criminal investigations. If you are given a *Garrity* warning, you should consult with an attorney before answering any questions.

CDRAAP route adjustment review process

Route adjustments have now been implemented in many zones selected to be evaluated and adjusted in the City Delivery Route Alternative Adjustment Process – 2014-2015 (CDRAAP). The CDRAAP agreement contains a provision where a review of the adjustment can be requested by the local office contacts (LOCs). The CDRAAP agreement (M-01845) states:

The district lead team will be responsible for facilitating any request for a route adjustment review from the local office contacts. The local office contacts may request an adjustment review in a zone within 90 days following the implementation of adjustments pursuant to this agreement. Upon receipt of such request, the district lead team will review the issue(s) reported by the local office contacts, if the district lead determines a follow-up evaluation is needed, the district lead team will either conduct the review or assign it to a route evaluation and adjustment team, as appropriate. Days 30-75 following the implementation of the route adjustment will be used for evaluation, analysis, and, if necessary, implementation of subsequent adjustments, unless the route evaluation and adjustment team mutually agree to use a different period. All routes in a zone will be evaluated, but territorial adjustments will only be made to those routes necessary to adjust all routes as near eight hours as possible.

A review of CDRAAP adjustments is not automatic. It is up to the LOCs to request the review of the adjustment within 90 days of the day the initial CDRAAP adjustment was implemented. Either LOC may request the review and the LOCs do not have to be in agreement to submit the request.

The review request should be submitted on the CDRAAP 2014-2015 Review Request Form (M-01851) and explain the reason the LOCs submitted the request. This form can be accessed in the Materials Reference System on the NALC website at nalc.org/workplace-issues/resources/materials-reference-system.

The LOCs will fill out the top of the form and Boxes 1-3. The LOCs are to submit the form to the appropriate higher-level team as designated by your district lead team (DLT) and/or area/regional team. If you are not sure where to submit the form, contact your national business agent's office.

When a district lead team receives a request for review, it will determine if the follow-up evaluation is needed. If the determination is made that the follow-up evaluation is necessary, the DLT will either handle the evaluation themselves or assign the review to a route evaluation and adjustment team (REAT).

The team conducting the follow-up evaluation will review the data for days 30-75 after the implementation of the CDRAAP adjustments, unless the parties mutually agree to use another period. Every route in the zone will be evalu-

ated. However, territorial adjustments will only be made to those routes necessary to bring all routes in the zone to as near eight hours' daily work as possible. All other aspects of the evaluation and adjustment will be conducted pursuant to the route adjustment process outlined in the CDRAAP agreement.

There are two other options for the LOCs to use after an adjustment has been implemented if they believe changes to the adjustment are required. These two options require that the LOCs be in agreement and, if necessary, obtain approval from the DLT. Neither of these options, if used, takes away either of the LOCs' right to request and receive a follow-up evaluation and adjustment as explained above.

The LOCs may request approval from the DLT to make simple territorial changes. The movement of territory under this provision is only for the purpose of correcting obvious errors. The LOCs will forward to the DLT all necessary data so that the DLT may update its records and ensure proper recording of any changes in the adjustment data. M-01845 states:

The local office contacts may also jointly request approval from the district lead team to make simple territorial changes as necessary only for the purpose of correcting any obvious errors with the initial adjustment. The district lead team will be forwarded all necessary data so they may update their records and ensure proper recording of any changes in the adjustment data.

“A review of CDRAAP adjustments is not automatic. It is up to the LOCs to request the review of the adjustment within 90 days of the day the initial CDRAAP adjustment was implemented.”

The LOCs may also make changes to a route that do not involve moving territory. These changes do not require approval from the DLT and may include, but are not limited to, changes to park points, relays or lines of travel. The CDRAAP jointly developed guidelines (M-01846) state:

Following an adjustment, the local office contacts may also jointly make changes to a route(s) that do not involve territorial adjustments to ensure the route(s) is set up efficiently and safely. Such changes may include, but are not limited, to changes to park points, relays or lines of travel.

City carrier assistants and the use of privately owned vehicles

In some offices throughout the country, city carrier assistants (CCAs) are being asked, or at times required, to use their privately owned vehicles in the course of performing their letter carrier duties. It is important for CCAs and shop stewards to understand the contractual provisions that govern privately owned vehicle usage by CCAs. There are two documents that specifically address the rules for CCAs using their privately owned vehicles to perform letter carrier work.

The first document is a memorandum of understanding (MOU) between the American Postal Workers Union (APWU) and the Postal Service. This MOU is found on page 228 of our 2011 National Agreement. It reads:

Re: Use of Privately Owned Vehicles

The parties agree that the following represents the policy of the U.S. Postal Service and the American Postal Workers Union concerning the furnishing of privately owned vehicles (POV) by employees of the crafts represented by the APWU: No craft employee represented by the APWU may be coerced into furnishing a vehicle or carrying passengers without the employee's consent. The use of a personal vehicle is the decision of the employee and it is not the intent of the parties to discourage such use of personal vehicles when transportation is needed from one postal facility to another or in the completion of the employee's assignment. When an employee begins his/her work day at one postal unit and is provided transportation to another unit to complete his/her tour of duty, that employee will be provided transportation back to the unit where his/her tour began if transportation is needed. If the employee ends tour at the new location the return trip will not be on the clock but transportation will be provided promptly by management upon request.

Date: July 21, 1987

(The preceding Memorandum of Understanding, Use of Privately Owned Vehicles, applies to **City Carrier Assistant** Employees.)

Although this is an APWU MOU, it was incorporated into our National Agreement and applies to letter carriers, including CCAs. This MOU specifically states that management *may not require* CCAs to use their own vehicles to perform their letter carrier duties if they do not desire to do so; however, it does allow CCAs to do so.

The second document is the Questions and Answers 2011 USPS/NALC National Agreement, specifically Question 77, located on page 7-29 of the *2014 Joint Contract Administration Manual (JCAM)*. If a CCA voluntarily consents to use a personal vehicle during the course of duties, Question 77 provides the mutual understanding of the national parties for facilitating such use and payment. It reads:

77. May CCAs enter into City Carrier Transportation (Drive-out) Agreements, as defined in Article 41.4 of the National Agreement?

No, Article 41.4 does not apply to CCAs. However the Memorandum of Understanding, *Re: Use of Privately Owned Vehicles* applies to CCAs. In circumstances where the postmaster or station manager determines that use of a personal vehicle is necessary for business purposes, a CCA may voluntarily elect to use his/her vehicle. Such agreement must be made through PS Form 8048, Commercial Emergency Vehicle Hire, with the daily rate for vehicle use mutually agreed to by the postmaster or station manager and the employee. The postmaster or station manager must then forward the completed form to the servicing Vehicle Maintenance Facility manager.

PS Form 8048 details the agreed to daily or hourly dollar rate; the number of days, hours and mileage used; and a complete set of instructions on the reverse of the form. CCAs should not use their privately owned vehicles for work purposes unless they agree to do so and unless they are being paid to do so via PS Form 8048.

“It is important for CCAs and shop stewards to understand the contractual provisions that govern privately owned vehicle usage by CCAs. There are two documents that specifically address the rules for CCAs using their privately owned vehicles to perform letter carrier work.”

Holiday schedules

Holiday scheduling is governed by the provisions of Article 11, Section 6 of the National Agreement and any applicable local memorandum of understanding (LMOU) provisions. Article 11, Section 6.A requires management to determine the number and category of employees needed for holiday work and post a holiday schedule as of the Tuesday preceding the week in which the holiday falls. In the absence of LMOU provisions or a past practice concerning holiday assignments, the default “pecking order” for holiday scheduling specified on page 11-3 of the 2014 *NALC-USPS Joint Contract Administration Manual (JCAM)* is:

1. All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.
2. All full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday—by seniority.
3. City carrier assistant employees.
4. All full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day—by seniority.
5. Full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their non-scheduled day—by inverse seniority.
6. Full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their holiday or designated holiday—by inverse seniority.

This default pecking order, in the absence of an applicable LMOU pecking order, must be followed regardless of whether or not full-time employees are on the Overtime Desired List (ODL) or Work Assignment List. It is easy to misunderstand the relationship between the holiday scheduling provisions of Article 11 and the overtime scheduling provisions of Article 8. It is important to make a clear distinction between the two separate phases of scheduling holiday work: 1) the advance scheduling of employees needed for holiday work; and 2) the assignment of overtime work on an actual holiday or designated holiday among employees who were properly scheduled.

Much of what is often incorrectly considered “overtime” worked by full-time employees on their holidays or designated holidays is technically not overtime. Rather, it is “holiday worked pay” or “holiday scheduling premium.” For the purpose of the overtime provisions outlined in Article 8, the only work that is contractually considered to be overtime for full-time employees working on their holiday or designated holiday is work beyond eight hours in a day. (See *Employee and Labor Relations Manual [ELM]* 434.53(a).)

Non-ODL letter carriers working on a holiday or designated holiday are considered to be working on their scheduled day (Mittenthal C-06775, page 13). Thus, they may only be required to work overtime under the provisions of Article 8, Section 5.C.2.d as modified by the “letter carrier paragraph” (See *JCAM*, page 8-14). Non-ODL letter carriers working on their non-scheduled day can only be required to work beyond eight hours after the overtime desired list has been exhausted as required by Article 8, Section 5.G.

Similarly, since letter carriers on the Work Assignment List working on a holiday or designated holiday are considered to be working on their scheduled day, they should be assigned overtime on their own assignments as required by the Work Assignment Memorandum (see *JCAM*, page 8-30). In contrast, if letter carriers on the Work Assignment List are working on their non-scheduled day, the provisions of the work assignment memorandum do not apply.

What if the holiday schedule is not posted as of the Tuesday preceding the week in which the holiday falls? The *ELM*, Section 434.53c(1) states:

c. A holiday scheduling premium equal to 50 percent of the amount paid in 434.53a is paid to eligible employees for time actually worked on a holiday or on the employee’s designated holiday (except Christmas) when the holiday schedule is not posted in accordance with national agreements, as follows:

1. If the schedule is not posted as of Tuesday preceding the service week in which the holiday falls, a full-time regular bargaining unit employee who is required to work on his or her holiday or designated holiday, or who volunteers to work on that day, receives holiday scheduling premium for each hour of work, not to exceed 8 hours. This premium is in addition to both holiday leave pay and holiday-worked pay.

ELM Section 434.53a says that eligible employees who are required to work on their holiday or designated holiday are paid their basic hourly straight time rate for each hour worked up to eight hours. Therefore, if the holiday schedule is not posted as of the Tuesday preceding the week in which the holiday falls, affected full-time regular letter carriers who are required, or who volunteer, to work on their holiday or designated holiday receive a holiday scheduling premium in the amount of 50 percent of their basic hourly straight time rate for each hour they work on that day, up to eight hours.

Note: NALC has filed a national-level dispute (Q11N-4Q-14270600) regarding whether the holiday schedule pecking order is applicable to the assignment of personnel to complete parcel select delivery during testing of Sunday parcel delivery (which includes Monday holidays). Any grievance on the issue should be held by the dispute resolution team pending resolution of this national-level dispute.

Cross-craft assignments and non-traditional work

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 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.

“Non-traditional work includes Sunday parcel delivery, grocery delivery, evening or early morning delivery, and any current or future products delivered or collected within city delivery territory.”

Stewards also should be aware of the non-traditional work the Memorandum of Understanding Re: Delivery and Collection of Competitive Products defines as city carrier craft work. The MOU can be found on page 171 of the National Agreement. It states, in relevant part:

The collection and delivery of such products which are to be delivered in city delivery territory, whether during or outside of normal business days and hours, shall be assigned to the city letter carrier craft. The Postal Service will schedule available city letter carrier craft employees in order to comply with the previous sentence. However, the parties recognize that occasionally circumstances may arise where there are no city letter carrier craft employees available. In such circumstances, the Postal Service may assign other employees to deliver such products, but only if such assignment is necessary to meet delivery commitments to our customers.

This non-traditional work includes Sunday parcel delivery, grocery delivery, evening or early morning delivery, and any current or future products delivered or collected within city delivery territory. Cross-craft assignments made to perform this work that violate the provisions of Article 7.2 should be grieved in the same manner as any other improper cross-craft assignment.

Third bundles

Letter carriers deliver different types of mail that are commonly referred to as bundles. The minimum bundles that we normally deliver on a daily basis are residual (cased) mail and Delivery Point Sequence (DPS) mail; however, some routes will also receive Flats Sequencing System (FSS) mail. Here is the difference:

- **Residual mail**—Mail sorted into delivery sequence by the letter carrier in the office. This bundle may contain both letter-size mail and flat mail.
- **DPS mail**—Letter-size mail that is sorted into delivery sequence by a machine.
- **FSS mail**—Flat-size mail that is sorted into delivery sequence by a machine. Not all routes receive FSS mail.

Letter carriers also receive additional bundles of mail that are supplied in delivery order by the mailer. They may or may not be addressed to the individual deliveries on the route. An addressed mailing that is in delivery order is called Walk Sequence Saturation (WSS) mail. If the mailing is not addressed, it is known as a simplified mailing.

These additional bundles of mail are handled differently, depending on a few variables:

- The number of bundles of mail to deliver.
- Whether they are park-and-loop or foot deliveries, or curblines/mounted/riding deliveries.
- The number of deliveries on the route receiving mail from the additional bundle.

Park-and-loop or foot deliveries

In 2007, NALC and USPS agreed in national-level settlement M-01663 that letter carriers will not be required to carry more than three bundles of mail on park-and-loop or foot deliveries by stating:

The parties agree that under no circumstances will city letter carriers on park and loop or foot deliveries be required to carry more than three bundles.

Since the first two bundles will normally be DPS and residual mail, the third bundle can be FSS, WSS or unaddressed mailings. WSS mail is prepared in the order of delivery by the mailer. M-01663 sets standards that WSS mail must meet in order to be carried as a third bundle and states in relevant part:

...city letter carriers on park and loop or foot deliveries who currently carry three bundles will continue to carry as a third bundle, within weight restrictions, Enhanced Carrier Route (ECR) and Periodicals walk sequenced letter or flat mailings (WSS) that have either 90% or more coverage of the total active residential addresses, or 75% or more of coverage of the total number of the active deliveries on a route.

Earlier this year, NALC and USPS furthermore agreed in national-level settlement M-01861 that the determining factor of whether a pre-sequenced addressed mailing meets the 90 percent/75 percent criteria would be as follows:

Each presequenced addressed mailing for a particular route that meets this criteria is identified with a label/indicia containing the ECRWSS endorsement. This label/indicia remains the determining factor of whether a presequenced addressed mailing on a particular route meets the above referenced criteria required to assign a city letter carrier on a park and loop or foot route to carry it as a third bundle within weight restrictions. Accordingly, if a presequenced addressed mailing for a particular route is identified with a different label/indicia (e.g. ECRWSH or ECRLOT), the bundle would not meet the subject criteria.

Therefore, if the pre-sequenced addressed mailing does not contain the “ECRWSS” endorsement on the address label, then it will not be carried as a third bundle on a park-and-loop or foot route.

Unaddressed mailings also count as one of the three bundles. Management can instruct letter carriers to put enough unaddressed mail pieces for the relay behind another bundle of mail, but that unaddressed mailing still counts toward the three bundle maximum on a park-and-loop or foot route. Any additional bundles exceeding the three-bundle limit that management instructs letter carriers to deliver must be merged by collating or casing the additional set(s) of mail into three bundles.

Curblines/mounted/riding deliveries

Section 322.12 of Handbook M-41, City Delivery Carriers Duties and Responsibilities is where letter carriers will find the work method for curblines/mounted/riding deliveries:

Any sequenced mailing received by a motorized curb delivery route shall be handled as separate bundles, unless the Delivery unit manager authorizes the casing and/or collating of the mailings.

This language gives management the right to instruct letter carriers to deliver more than three bundles of mail on a curblines/mounted/riding route. This same language also gives management the right to instruct letter carriers to case or collate this mail.

All bundles of mail on a curblines/mounted/riding route should be worked from the working tray in the vehicle with the addresses facing the carrier. There are several references in *Handbook M-41* (322.11, 322.22, 812.5) and one in *Handbook M-39* (125.1) that address this.

Flats Sequencing System (FSS) work methods

The work methods in FSS sites are no different from the ones explained above. The only difference is that FSS sites have three bundles every day. National-level settlement M-01697 is the authority on FSS work methods. This agreement makes it clear that letter carriers on park-and-loop or foot routes will not be required to carry more than three bundles (including when unaddressed mail is involved). It also provides that any collating work has to be done in the office when more than three bundles are present.