NALC ACTIVIST

A NEWSLETTER FOR BRANCH LEADERS OF THE NATIONAL ASSOCIATION OF LETTER CARRIERS
VOL. 23, NO. 3 Fall 2010

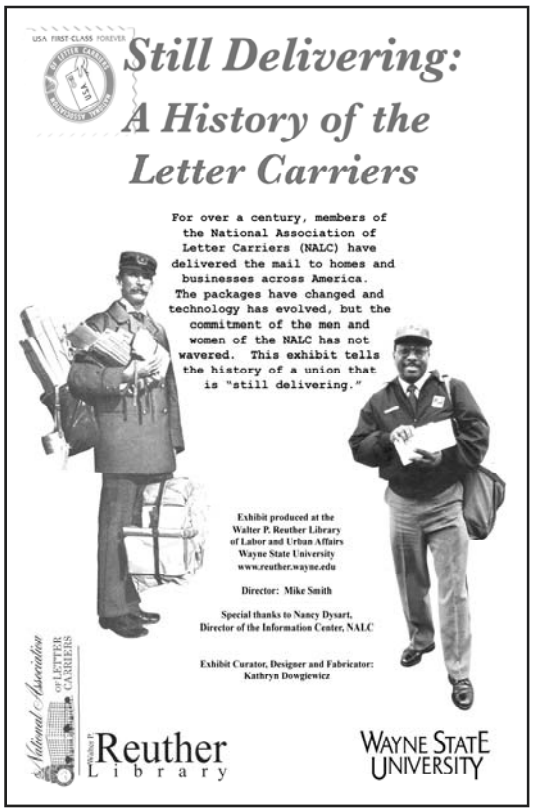

Exhibit tells NALC's story

Many of you who attended the Anaheim convention saw the display "Still Delivering: A History of the Letter Carriers 1889-2009." This display was based on a larger exhibit which ran from September 2009 - May 2010 at the Reuther Library in Detroit, home of the NALC's official archives. While that exhibit was open, hundreds, if not thousands, of NALC members had the opportunity to take in the detailed story of NALC's proud history, told through the treasures of NALC's historical collection.

But of course, not everyone could get to Detroit. To reach a much larger portion of the NALC membership, Reuther archivist Katie Dowgiewicz put together a version of the exhibit for the 67th convention. She and Reuther Director Mike Smith brought this smaller display to Anaheim. They were available at the convention throughout the week to discuss the display and the Reuther collection. They even meet the subject of one of the photographs used in the exhibit.

Rich archival resources

NALC's archival collection in Detroit doesn't consist solely of documents. It is rich in photographs, pamphlets, uniforms and other historical memorabilia, such as sheet music, records, badges, t-shirts and pins. For the smaller exhibit, the archivist was able to draw on this extensive collection to create 15 panels in which dramatic images combine with text to present a vivid picture of the union's 120 years. As President Rolando noted at the opening of the exhibit in Detroit, "While most people won't ever use NALC's archives for historical research, this display is a way of making the union's treasures accessible to everyone."

The Anaheim exhibit covers both the history of the NALC since its founding in 1889, and the letter carrier craft of its members. Individual panels illustrate the union's origin, its organization, and leadership. One central section covers the crucial 1970 Postal Strike, its causes and aftermath. Other panels explore the role of letter carriers in the community, especially the food drive.

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STEWARDS' CORNER

Grievance handling . . .

The rest of the story

It could be a problem…and it's your fault! No one ever wants to hear those words, so make sure you never have to hear them.

What are we talking about? Grievances—grievance forms and grievance packets completely filled out and accurately documented. Every grievance file should be completed as if it is going to arbitration.

When you file a grievance you should make only one assumption—no one knows anything about the grievance. If your case isn't settled at Informal Step A, don't assume your case will be settled at any other stage of the process prior to arbitration. Don't assume the B-Team will fix it when they get their hands on it and don't assume anyone else knows anything about the case or the circumstances of the grievance—**even if it is a repeated violation that you've filed on time after time.**

This may seem like Steward 101 but every grievance should tell the story as if it's being told to someone for the first time with no knowledge of the particulars. Tell the story like you are talking to a civilian. You may be thinking this is over-kill, but it is not. The fact of the matter is you may be telling this to a civilian, since you may be telling the grievance story to an arbitrator.

Once the grievance is appealed to arbitration, you don't have a chance to clear things up or add more complete information. The time to add information is at the beginning, when you are creating the grievance file. It is a well established principle that no new arguments or evidence shall be admitted for the first time in arbitration. In a national level arbitration, Arbitrator Benjamin Aaron wrote clear language about new arguments or evidence presented for the first time in arbitration:

> *It is now well settled that parties to arbitration under a National Agreement between the Postal Service and a signatory Union are barred from introducing evidence or arguments not presented at preceding steps of the grievance procedure, and that this principle must be strictly observed. The reason for the rule is obvious: neither party should have to deal with evidence or argument presented for the first time in an arbitration hearing, which it has not previously considered and for which it has had no time to prepare rebuttal evidence and argument.* ***Arbitrator Benjamin Aaron C-04085***

This well known principle is recognized for a very good reason. The parties have agreed to attempt to resolve all grievances at the lowest level and that means all the facts and supporting evidence must be available at those lower steps. If the matter can't be resolved by a careful review of all the facts in the earlier steps then the arbitrator is the last resort and it is patently unfair and unethical to introduce "new facts" or "arguments" at that late date. So, the point— take the time, make the effort, fill in all the details, include all the contractual arguments at the very beginning of the process to insure there are no surprises along the way.

Dot the i, cross the t

Remember, you are telling the story to someone with no previous knowledge of the facts and circumstances. So let's look at some very simple examples of what might be missing from the story and what's needed to make it clear. In a grievance the union tells the story on PS Form 8190 (union's full, detailed statement of disputed facts and contentions). In this example let's look at the union's statement regarding an overtime violation:

> *Rusty was available to work on Tuesday (October 27th).*

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Fredric Rolando, President

Rusty is on the OTDL and was non-scheduled on Tuesday the 27th. The shop steward spoke to Supervisor Reynolds on the preceding Monday and told

Every grievance file should be completed as if it is going to arbitration

him there were two (2) vacant routes on Tuesday and that Rusty was non-scheduled and available. Supervisor Reynolds said he knew about the vacancy and Rusty's availability and that it would "be alright." On Tuesday, Rusty was available to work, was not scheduled or called in to work and five (5) non-OTDL carriers were forced to work in lieu of the available OTDL employee…

This seems to be a pretty straight forward account of what happened. Clearly there would be more information, such as the names of the non-OTDL employees who worked and their clock rings, but there is one very significant fact that is missing. There is no one named "Rusty" on any of the TACs reports and no one named "Rusty" on any of the other supporting documents. What happened? How can this oversight be fixed?

This is an example of failing to dot the "i" or cross the "t." The grievant's name is Thomas Smith, but everyone—and I mean everyone—knows him as Rusty. In fact, there are a lot of carriers who know him only as "Rusty" and would have to think long and hard to remember him as Thomas Smith. If the grievance isn't settled at Informal or Formal A, but is appealed to Step B, you cannot assume the B-Team will know that Thomas is Rusty. If the B-Team doesn't settle the case, it may be appealed to arbitration and the proper identity of "Rusty" is quite possibly a serious issue.

Can the identity of "Rusty" be fixed at arbitration? Perhaps, but probably only after management objects to the introduction of evidence because there has been no connection made to link Thomas Smith with "Rusty." Remember, the TACs reports will be for Thomas Smith and the daily schedule is probably under that name too. It will take additional testimony at the hearing to connect the names. This probably isn't fatal to the case, but in an arbitrator's mind it may chip away at the union's credibility as it presents its case. This potential problem can be easily solved. When you write the union's statement, make the link at the beginning:

The grievant, Thomas Smith, who is known as "Rusty" was available to work on Tuesday (October 27th). Rusty is on the OTDL and was non-scheduled on Tuesday…

The addition of eight words, which identify Smith as "Rusty," fixes the problem neatly and easily.

Make it clear and understandable

When you explain the facts of the grievance, don't use acronyms or jargon, without first explaining what the acronym stands for or what the jargon means. You may have filed a similar grievance, say an overtime violation, over and over and you know the B-Team is aware of the situation. That is all the more reason to be careful with the details.

If you are talking about the *Overtime Desired* List, spell it out first followed by (OTDL). From that point on you can simply write OTDL and everyone will know what it means. If you are talking about the "*throw-back case*" explain that it is a piece of postal equipment used by all carriers in the section to place endorsed mail or mis-sorted mail. It only takes a small amount of time to make clear to anyone reading your grievance file what you mean and what you're talking about.

When you include names, make sure you explain each name and the significance of the person. For instance, if you list Sam Mackey in your grievance, explain he is a carrier, that he regularly carries RT 485, that he is on the overtime list and that he was available to work on the day in question. If you reference supervisor Reynolds, be careful to use her correct title and accurately describe her duties. Make sure whoever is reading your grievance file knows that supervisor Reynolds is the supervisor on duty when carriers arrive and is responsible for scheduling the daily overtime assignments.

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Reversion revisited

We have been arguing reversion and maximization issues since the start of collective bargaining. And while much has remained the same, there are new twists and turns.

Article 41, Section 1.A.1 in part provides the rules which allows management to revert an assignment. To start, let's differentiate between abolishment and reversion. In both cases the end result is the same – the full-time assignment is eliminated. The assignment may by eliminated completely or it may become an auxiliary assignment; either way no full-time incumbent remains on the assignment. The difference is "abolishment" is a broad term that defines situations such as the elimination of an assignment as a result of route adjustments. "Reversion," on the other hand, is very specific. It's defined in Article 41.1.A.1 as "a vacant or newly established duty assignment"; in other words it's an assignment without an incumbent letter carrier on it.

Secondly, the contract places limits on management's right to revert assignments. Requirement number one is that the "decision" to revert must be made within 30 days after it becomes vacant. The second requirement is that if management does not make the decision to revert within 30 days the assignment **must** be posted for bid. The third requirement placed on management is that it must provide the local union with written notice of its consideration to revert the assignment and the results of that consideration.

In addition to the requirements in Article 41, Section 1.A.1 you must consider both Article 3 and Article 7 when considering reversion.

It is important to understand that while the provision in Box #1 below gives management broad managerial rights, the first sentence requires that those provisions are subject to the rest of the National Agreement. Management cannot hide behind Article 3 if other provisions of the Agreement are breached.

Article 7, Section 3 deals with various forms of maximization. The union has historically argued that the reversion of assignments must be contemplated with consideration to its obligation to maximize assignments (see Box 2).

So the union has historically argued that before management may revert an assignment, it must minimize the number of part-time employees and maximize the number of full-time employees in an installation. However, the parties have agreed that in 200 workyear offices if management has met the 88% criteria in Article 7.3.A, no further maximization is required. That is confirmed in the current JCAM which explains Article 7.3.B as follows:

> *Article 7.3.B establishes a general obligation to maximize the number of full-time employees and minimize the number of part-time flexible employees in all postal installations. However, in the 1990 National Agreement the following sentence was added: "nothing in this paragraph B shall detract from the USPS' ability to use the awarded full-time/ parttime ratio as provided*

Article 41
MANAGEMENT RIGHTS

The Employer shall have the exclusive right, subject to the provisions of this Agreement and consistent with applicable laws and regulations:

C. To maintain the efficiency of the operations entrusted to it;

D. To determine the methods, means, and personnel by which such operations are to be conducted , , ,

Box 1

ARTICLE 7
EMPLOYEE CLASSIFICATIONS

Section 3. Employee Complements

B. The Employer shall maximize the number of full-time employees and minimize the number of part-time employees/who have no fixed work schedules in all postal installations; however, nothing in this paragraph B shall detract from the USPS' ability to use the awarded full-time/part-time ratio as provided for in paragraph 3.A. above.

Box 2

for in paragraph 3.A. above." This means that if management has met the 88 percent full-time staffing requirement for 200 workyear offices provided by Article 7.3.A, then Article 7.3.B does not require any further maximization of full-time positions.

New arguments?

So given these limitations, are there any new arguments that can be made? Several recent regional arbitration awards shed new light on this issue. It should be noted that regional arbitration awards, while citeable, are not precedent setting except for the office where the grievance was filed. Arbitrators, however, consider such awards to have persuasive value.

Arbitrator Joseph W. Duffy in Case No. E06N-4E-C 09328061 (C-28631) found that management improperly reverted a reserve letter carrier (RLC) position because a full-time flexible (FTF) remained employed. In his finding Arbitrator Duffy states:

In my judgment, the employer made a reasonable decision based on facts and did not act arbitrarily or capriciously when it reverted position #95797406.

The second major question raised by this case is whether the employer could revert a RLC position while a FTF continued to work. This question presents a difficult problem of interpretation. A 1980 Mittenthal arbitration decision required the parties to return to the bargaining table to develop mazimization critieria concerning the conversion of PTFs to full-time status (N8-NA-0141). The parties at the National Level subsequently negotiated the 1981 Letter of Intent (LOI). The LOI state the following in paragraph 6:

6. In those installations where conversions have been made under this Memorandum of Understanding, and there are subsequent reversions or excessing, any reduction in full-time letter carrier positions shall be from among those position(s) converted pursuant to this Memorandum of Understanding until they are exhausted.

Looking only at the LOI, one could argue that it deals only with the conversions made in 1981 as part of the settlement of that particular grievance. The JCAM, however, discusses the 1981 LOI and provides some guidance on the current applicability of the LOI.... The JCAM, however, states the following:

A 1978 memorandum of understanding, similar to the 1987 memorandum above first established a type of letter carrier status-"full-time flexible"-not mentioned in Article 7, The 1981 letter of intent reprinted above was created in settlement of a grievance brought under the 1978 memorandum, and remains in effect under the 1987 memorandum...

Accordingly, the JCAM makes clear that the 1981 LOI remains in effect.

In this case, however, the union does not contend that the Postal Service is prohibited from reverting positions that are no longer needed. The union argues instead that the LOI that remains part of the parties National Agreement requires that FTTs be reduced first before other full-time positions are reverted or excessed.

In offices that have Full-Time Flexible letter carriers, the arguments made in the above case can be advanced as additional reasons for stopping management from reverting an assignment.

> Reversion is defined in Article 41.1.A.1 as "a vacant or newly established duty assignment"

In another recent decision Arbitrator Jonathan S. Monat grappled with a claim by management that the case was not substantively arbitrable. In Case No. F06N-4F-C 09312147 (C-28797) management argued that the union filed a grievance before the assignment was actually reverted. Management argued that since the assignment had not yet been reverted, no harm had come to the union and therefore the grievance was filed prematurely. In finding the grievance arbitrable, Arbitrator Monat states:

In order for the Union to prevail on the arbitrability issue, it must show some harm. There must be a demonstration of an "actual present or immediately threatened injury." In this case, the Arbitrator finds

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Route Reviews

Beginning October 18, 2010 the District Lead Teams for the Joint Alternate Route Adjustment Process (JARAP) began analyzing Route Review Reports to determine if routes were properly adjusted under JARAP. If a team determines a route is out of adjustment it will initiate adjustments based on available data and/or assign a District Evaluation and Adjustment Team (DEAT) to conduct the adjustments using the JARAP methodology. (See M-01720 below)

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M-01720

3. The District Lead Team will use the following period to review the evaluations and adjustments conducted pursuant to paragraph 2 above, unless the District Evaluation and Adjustment Team mutually agrees to select a different period.

The District Lead Team will review the Route Review Reports for the time frame below to jointly determine if the routes/zones are in proper adjustment. If the team determines that all previously evaluated routes within a zone are properly adjusted, no further action is required. If the District Lead Team determines otherwise, a District Evaluation arid Adjustment reamwill be assigned to complete an evaluation of the routes/zone using the below period, unless the District Lead Team mutually agrees that only small changes need to be made. In suchcase, the District Lead Team may initiate changes based on available data

Evaluation Period	Analysis Start Date	Implementation Period
September--October 15	October 18	October 18—February 28*

*No adjustments will be implemented between November 15 and January 1.

If it is determined that several routes will likely need adjustment the District Lead Team may assign the evaluation/adjustment over to a District Evaluation and Adjustment Team for completion. The team completing the evaluation will use the methodology outlined in this agreement for those routes needing adjustments.

Evaluation and adjustment of collection and parcel post routes that do not include any casing and delivery of mail are not covered by this agreement. Evaluation and adjustment of these types of routes will be handled pursuant to the relevant provisions of Handbook M-39. However, when a collection or parcel post route includes the casing or delivery of mail, it is covered by this agreement. Additionally, when a collection or parcel post route that does not include casing and delivery of mail is going to be adjusted to include the casing or delivery of mall, the inspection paperwork will be given to the District Evaluation and Adjustment Team to include in their adjustment package under this process.

Evaluation and adjustment of city delivery routes in non-DOIS offices will use the following procedures except that PS Forms 3997 and 3921 will be used in place of the Workhour Workload Reports referenced below.

COMPENSATION

NRP vs. President Obama

The Postal Service has been implementing its National Reassessment Program (NRP) nationwide since 2007. In some areas, the Postal Service has managed the program in compliance with its contractual and legal requirements. These requirements include the obligation to make every effort towards finding limited duty work for partially disabled employees who have on-the-job injuries.

Unfortunately, in too many jurisdictions, local Postal Service management has implemented NRP in ways that violate its contractual and legal obligations. In too many places, local management has withdrawn limited duty work from injured employees who had previously successfully performed that work, and then assigned the same work to PTFs, TEs and regular employees on overtime. One regrettable result has been a reduction in the number of employees with disabilities who are employed by the Postal Service. A significant body of arbitral, Merit System Protection Board (MSPB) and Equal Employment Opportunity Commission (EEOC) authority establishes these claims as fact. To date, those decisions have not noticeably slowed the Postal Service's pace of implementing NRP, nor its rate of violations of contract and law when it does so.

Hopefully, the authority of the President of the United States will have more of an influence on the Postal Service leadership responsible for the wholesale violations when NRP is locally implemented.

Executive order 13548

On July 26, 2010 President Barack Obama signed Executive Order 13548 on increasing federal employment of individual with disabilities. It was published in the *Federal Register* on July 30, 2010.

President Obama's order seeks to establish the Federal Government as a model employer of individuals with disabilities. The order clearly states,

> *Executive departments and agencies (agencies) must improve their efforts to employ workers with disabilities through increased recruitment, hiring, and retention of these individuals.*

Section 3 specifically addresses the retention of those injured on the job,

> *Agencies shall make special efforts, to the extent permitted by law, to ensure the retention of those who are injured on the job. Agencies shall work to improve, expand, and increase successful return-to-work outcomes for those of their employees who sustain work-related injuries and illnesses, as defined under the Federal Employees' Compensation Act (FECA), by increasing the availability of job accommodations and light or limited duty jobs, removing disincentives for FECA claimants to return to work, and taking other appropriate measures.*

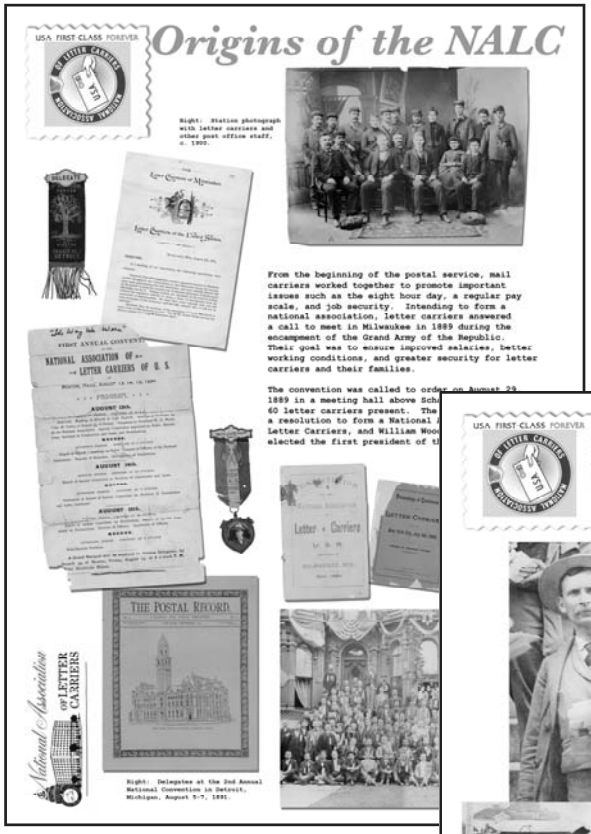
It is difficult to reconcile the President's order to make special efforts to ensure retention of those injured on the job with the (in too many cases) local implementation of NRP where it appears that the Postal Service is making special efforts to ensure the removal of those injured on the job from their existing, long-held limited duty and rehabilitation jobs.

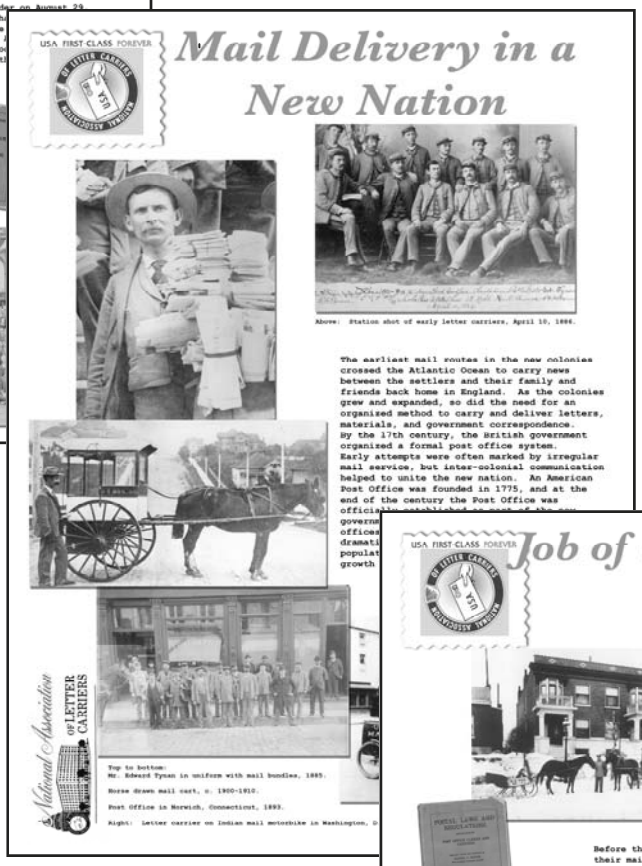
Section 3 of the order also requires:

> *The Secretary of Labor, in consultation with the Director of the Office of Personnel Management, shall pursue innovative re employment strategies and develop policies, procedures, and structures that foster improved return to work outcomes, including by pursuing overall reform of the FECA system. The Secretary of Labor shall also propose specific outcome measures and targets by which each agency's progress in carrying out return to work and FECA claims processing efforts can be assessed.*

The NALC has communicated with Postal Service headquarters requesting information about its intentions regarding compliance with Executive Order 13548. We await a response.

In the meantime, local contract enforcers should obtain a copy of the Executive Order and ensure it is placed and argued in every grievance file that protests a withdrawal of limited duty or a failure to provide limited duty. The Executive Order can be found online here:
http://edocket.access.gpo.gov/2010/pdf/2010-18988.pdf





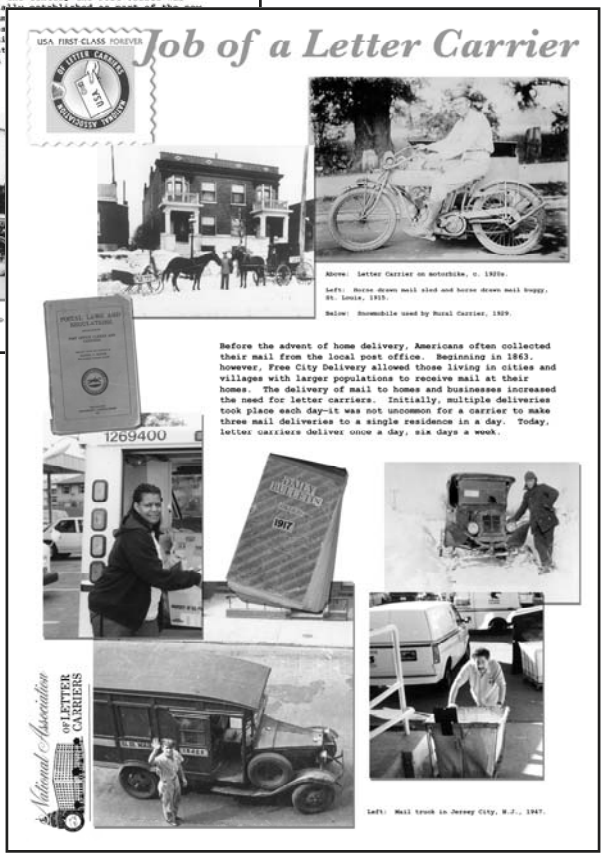


Exhibit tells NALC story

Continued from page 1

The display can now be in your branch

Branches can borrow the display for use at a branch meeting, retirement luncheon or other union function. It's an easy way to educate branch members, many of whom may not know much about the union to which they belong. The 15 panels are arranged in groups of three, and will fit on four standard six-feet tables. The display comes in five boxes; it's very easy to set up.

Requests to borrow the display will be taken on a first-come, first-served basis. While there is no charge to borrow the display, the branch will have to cover the cost of either returning it to the NALC's Washington office or sending it on to the next location.

Make your own display

Full color .tif images of each panel of the display are also available. Branches are welcome to take the images and use them as they wish – reproducing the entire display or selected portions of it. The panels can be affixed to foam core for a permanent exhibit, or used as posters or handouts.

To borrow the display, or to get a set of the images, please contact Nancy Dysart at the address which follows. Requests for digital images will be filled upon receipt; requests to borrow the actual display will be honored in the order they are received.

Nancy Dysart
Director
NALC Information Center
100 Indiana Ave. NW
Washington DC 20001
202-662-2879
dysart@nalc.org

More information on the Reuther Library and the NALC collection can be found at www.reuther.edu.

27 Special Route Inspections

271 When Required

Special route inspections may be required when one or more of the following conditions or circumstances is present:

a. Consistent use of overtime or auxiliary assistance. (When the X-Route process is utilized, routes may be "built up" to no more than 8 hours and 20 minutes during the interim period, see Memorandum of Understanding dated September 17, 1992.)

b. Excessive undertime.

c. New construction or demolition which has resulted in an appreciable change in the route.

d. A simple adjustment to a route cannot be made.

e. A carrier requests a special inspection and it is warranted.

f. Carrier consistently leaves and/or returns late.

g. If over any 6 consecutive week period (where work performance is otherwise satisfactory) a route shows over 30 minutes of overtime or auxiliary assistance on each of 3 days or more in each week during this period, the regular carrier assigned to such route shall, upon request, receive a special mail count and inspection to be completed within 4 weeks of the request. The month of December must be excluded from consideration when determining a 6 consecutive week period. However, if a period of overtime and/or auxiliary assistance begins in November and continues into January, then January is considered as a consecutive period even though December is omitted. A new 6 consecutive week period is not begun.

h. Mail shall not be curtailed for the sole purpose of avoiding the need for special mail counts and inspections.

272 Manner in Which Conducted

When special inspections are made because of conditions mentioned in 271, they must be conducted in the same manner as the formal count and inspection.

Route reviews

(Continued from page 6)

The Route Review Report is a snapshot of a route's actual time and cased volume averaged over the evaluation period. The time period of September 1 through October 15 is used unless the team mutually agreed to use a different time frame due to an extension.

Along with the Route Review Report, the District Lead Team can use any available data to get an accurate picture of what is actually happening on a route before determining if a route is in proper adjustment or if it needs readjusted.

Data integrity issues will have to be addressed before any analysis and/or adjustment. District Teams should be notified of any data integrity issues such as amended clock rings, work hour transfers, and designation of work hour codes.

If a route is overburdened but the route was not adjusted under JARAP the regular carrier can request a special inspection under Section 271 g. of the *M-39 Handbook*. In order to qualify the route must show 30 minutes over eight hours on three days per week over any six consecutive week time period. The District Lead Team may mutually agree to assign a District Evaluation and Adjustment Team to implement the adjustment based on the data from inspections conducted under Section 271 of *Handbook M-39* (above).

The rest of the story

Continued from page 3

Don't assume it will settle locally

As another example, let's look at a situation where a grievance is filed because a letter carrier has received discipline based on the observation of a supervisor on the workroom floor. The letter of discipline says,

> *…Supervisor Reynolds was seated at her desk and saw you, Thomas Smith (also known as Rusty), case a full coverage set of circulars into his letter case in direct violation of the explicit instructions given by the supervisor the morning of the incident…*

The union claims Rusty didn't case the circulars and further claims the supervisor has no proof to support the allegation—a typical "did not/did too" situation. Like it or not, arbitrators often accept eye witness observations as credible.

In this case, the union states quite simply in Rusty's defense,

> *…Supervisor Reynolds has not proof Rusty cased the circulars and everyone know she doesn't like him anyway…*

Remember, you need to tell the story as if you are telling it to a complete stranger who has no knowledge of the circumstances. The union may be correct that supervisor Reynolds has no proof, but she has claimed to have seen what she's seen—a first person eye-witness. The union may also be correct when they claim "she doesn't like him anyway," but without anything to support it, that allegation it is only an allegation.

What the union has counted on is a belief the grievance would be

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The rest of the story

(Continued from page 9)
settled at Formal A. Unfortunately, the case was not settled at Formal A and because of a heavy workload at Step B the case was sent to an available Step B Team in another part of the country. That's right—the grievance you file may not go to the B-Team in your district.

When a district Step B Team is overburdened with a backlog of cases it isn't uncommon for some of that backlog to be redistributed to B-Teams in other parts of the country who aren't as behind. While this shuffling of cases has always happened in order to keep decisions timely, it appears to be occurring more often as grievance activity spikes in different areas of the country. The point, again, is that you may be sending a story to someone who has no knowledge of the people involved or the office.

When Rusty's grievance gets to the B-Team the case may be impassed based on the supervisors eye-witness account and the union's statement that there isn't any proof. The B-Team has made their decision based on what is before them.

Then, when the case is appealed to arbitration the union's advocate discovers the supervisor's desk is 60 feet away from Rusty's case and the line of sight is obscured by equipment, but that's not in the file. The union advocate discovers that there are carriers who can substantiate Rusty's claim that he didn't case the circulars; one is the carrier who carried one hour off Rusty's route. Also, the union advocate finds out supervisor Reynolds and Rusty had exchanged harsh words at the beginning of the tour, but it isn't in the file. None of this is in the file. If the advocate tries to introduce this "new" evidence and arguments at the hearing, management will no doubt object and the arbitrator would be justified in sustaining management's objection and exclude the "new" information.

From this example it is apparent the union didn't provide the *Union's full, detailed statement of disputed facts and contentions.* If the union had planned on the grievance moving past Formal Step A it would probably have prepared differently, but that's exactly the point. The union would have provided a detailed layout of the workroom floor showing where supervisor Reynolds' desk was located and where Rusty's case was and the distance between the two along with the narrative and possibly a photograph. The layout of the workroom floor would have shown what equipment would have obstructed supervisor Reynolds' view. The file would provide a copy of PS Form 3996 showing Rusty handed off a one hour pivot and the statement of the carrier who would state the circulars were not cased but carried as a third bundle on that hour. The grievance file might have provided statements from other carriers who saw Rusty not case the circulars, and others who heard the harsh words between the two. Remember, the grievance file is the union's full and complete defense for Rusty. If it goes beyond the local level without all the necessary information, the grievance may prove to be lacking.

Is there something unique to your installation?

Don't neglect to add any information which might be relevant even if you are filing this particular grievance for the 50th time. If your Local Memorandum of Understanding (LMOU or LMU) has provisions which may have particular bearing on the facts, include it in the case file. If you have previous decisions on this issue, include them in the grievance along with an explanation why it is relevant.

Remember, even though this may be a repeated violation which has been ruled on previously, it may ultimately be read by a B-Team which has never seen it before or more importantly, by an arbitrator.

You can never have too much detail or too many explanations in a grievance, but you can have too few. You can assume someone with no knowledge will understand what you mean even though the facts are missing. You can assume

(Continued on page 11)

You may be sending a story to someone who has no knowledge of the people involved or the office

Training Seminars & State Conventions

Not many seminars, meetings or state conventions are scheduled for the remainder of 2010. Check this space in the next issue of the *Activist* for the educational and training seminars planned for 2011. For more information, contact your business agent. Regions not listed have not reported training scheduled for November – December 2010.

Region 5—NBA Mike Weir, (314) 872-0227
Missouri, Iowa, Nebraska, Kansas

November 7-9 Iowa Fall Training, Coralville IA

Region 9—NBA Judy Willoughby, (954) 964-2116
Florida, Georgia, North Carolina, South Carolina

November 5-6 SC State Training , Columbia SC

Reversion revisited

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that there was an "immediately threatened injury" when the Union was advised in a letter from the Postmaster dated June 9, 2009, that: "This is your official notification the position listed will be reverted effective June 12, 2009." The letter was written in the imperative and reflected the decision to revert the position within thirty (30) days of the position becoming vacant as required by Article 41.1.A.1. The position was reverted two days later, carrying out the notice of intent to revert.

A dictionary definition of the word "immediately" defines it to mean "very close in time, space, or relationship." "Threatened" means "to make or express a threat." There is no doubt of the causal connection between the initial notice of intent to revert RLC 5 and the results of the consideration process in the form of the notice that the position will be reverted. There is an immediate threat of actual injury when management communicates by certified letter that it will take a specific action on a specific date following the required procedures in the NA. The letter of June 9th communicated management's decision to revert with no equivocation. The Union properly reacted to the threat by filing its grievance upon receipt of the letter. The Arbitrator finds that the grievance is properly before the Arbitrator and is not premature.

The above decision is helpful in those cases where management attempts to argue arbitrability because the grievance was filed prior to the assignment actually being reverted. It is important to file other grievances once notification is given; to wait until the assignment is actually reverted will lead to management arguing that the grievance was filed too late (untimely).

While reversion cases where management has met the basic requirements in Article 41, Section 1.A.1 continue to be challenging cases, they are far from being a lost cause when due diligence and effort is put into the case file.

The rest of the story

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an arbitrator will have insights to see past the smokescreen management has put in front of them. You can hope someone else will ask the right questions and add facts to your case file when you neglected to include them, but don't count on it.

Arbitrators are influenced by union cases that are full and complete. Every time management objects because the union advocate is trying to fill in the voids left by the absence of facts and evidence, it hurts the union's case. When the union has fleshed out its case completely and all the facts are present, the arbitrator can see the time and effort you put into making the grievance file. When the arbitrator can see how important the process is to you and how complete your preparation has been the union gains credibility toward a favorable decision.

It's all in the details, all in the planning, all in the effort and time you put into the grievance presentation. When you have done all this, then you won't have to assume someone else will understand. They will understand because you will have given them everything they need to know. Good luck comes with good preparation so you never have to hear those awful words… **we have a problem…and it's your fault.**

NALC 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 - August	Number	Change from SPLY*
Total mail volume YTD (Millions of pieces)	156,443	-3.8%
Mail volume by class (YTD in millions)		
First-Class	*72,365*	*-6.3%*
Periodicals	*6,732*	*-8.3%*
Standard (bulk mail)	*74,986*	*-0.9%*
Packages	*608*	*-10.0%*
Shipping Services	*1,301*	*2.5%*
Workhours (YTD in thousands)		
City Delivery	*375,149*	*-3.9%*
Mail Processing	*206,729*	*-10.9%*
Rural Delivery	*162,593*	*-2.4%*
Customer Service/Retail	*147,844*	*-10.3%*
Other	*194,489*	*-4.8%*
Total Workhours	*1,086,804*	*-6.2%*

*SPLY=Same Period Last Year

Finances

FY 2010 through August (millions)		
Operating Revenue	*$61,744*	*-2.2%*
Controllable Operating Expenses	*$62,197*	*-2.2%*
Controllable Operating Income	*-$450*	

Employment

FY 2010 —Pay Period 17	Number	Change from SPLY*
City carrier employment	192,866	-4.1%
Full Time	*172,510*	*-4.0%*
PT Regular	*822*	*-6.8%*
PTF	*19,534*	*-5.7%*
Transitional	6,467	-5.3%
MOU Transitional	7,645	-4.1%
City carriers per delivery supervisor	17.6	
Career USPS employment	585,871	-6.3%
Non-career employment	88,309	-2.9%