



### STEP B DECISION

Step B Team: Moore/Shaffer  
Mid-America

District: KS-MO

Decision: **RESOLVED**  
USPS Number: 4J19N4JC25236458  
Grievant: Class Action  
Branch Grievance Number: KC3025-233  
Branch: 30  
Installation: Kansas City  
Delivery Unit: James Crews  
State: MO; 64127  
Incident Date: 1/25/25  
Date Informal Step A Initiated: blank  
Formal Step A Meeting Date: 3/20/25  
Date Received at Step B: 4/18/25  
Step B Decision Date: 7/22/25  
Issue Code: 19.0000  
NALC Subject Code: 100929  
*Original Step B Received Date: NA*  
*Date Sent to Assisting Team: NA*

**Formal Step A Representatives are responsible for disseminating  
this Step B Decision back to the Informal Step A Designees**

\*\*\* Note- Management failed to provide any contentions or documentation to the file\*\*\*

#### **ISSUE:**

Did management violate Article 19, Article 41.4 of the National Agreement when management made PTF drive their personal vehicle? And if so, what is the appropriate remedy?

#### **DECISION:**

The Dispute Resolution Step B Team has **RESOLVED** this grievance by determining Management is required to follow the language provided in the Joint Contract Administration Manual (JCAM) on page 41-39, concerning the use of privately owned vehicles.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE UNITED STATES POSTAL SERVICE AND THE  
AMERICAN POSTAL WORKERS UNION, AFL-CIO  
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.)

**BACKGROUND:**

The union alleges management violated the National Agreement by requiring newly hired PTF carriers to use their personal vehicles to go to other stations to pick up Postal vehicles for use to carry routes at James Crews.

The union contends at Formal Step A:

- Management has violated the rights of new carriers
- Management instructs these carriers to use their personal vehicles to go to other stations to pick up Postal vehicles to use while carrying routes at James Crews
- These new PTF's are the lowest pay carrier employees
- Management tells these PTF's if they don't want to use their personal vehicles they can go home and only get paid their guarantee

Management failed to provide any contentions to the file.

**EXPLANATION:**

The file presented demonstrates the union contends PTF Carriers at the James Crews office have been instructed to utilize their own personal vehicles to go to other stations to pick up Postal vehicles in order to carry routes at the James Crews station. Management offers nothing to dispute this claim.

The parties at the National level agreed to place the following memorandum into the JCAM the following memorandum:

**MEMORANDUM OF UNDERSTANDING**

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Date: July 21, 1987

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

The above specifically states no craft employee may be coerced into furnishing a vehicle or carrying passengers without the employee's consent.

The Joint Contract Administration Manual (JCAM) provides the following language:

**41.4 Section 4. City Carrier Transportation (Driveout) Agreements**

It is agreed by and between the United States Postal Service and the National Association of Letter Carriers, AFL-CIO, that the following terms and conditions represent the basic understanding of the parties as to the administration of transportation agreements (driveout) of city carriers for the period of this Agreement.

1. The furnishing of a vehicle by a city carrier for transportation to and from the route shall be voluntary; no carrier may be coerced into furnishing a vehicle or carrying passengers or relays without the carrier's consent. A written authorization (Form 1311) shall be executed by the installation head in every instance, with a copy of said authorization to be retained by the installation head and the carrier. Carriers shall not drive their cars to and from the route for their own personal convenience.
2. Reimbursement to a carrier who provides a vehicle shall be determined locally by written agreement between the carrier and installation head and

shall be not less nor more than the sum of the amounts computed under each of the factors listed below, as applicable to the individual case.

Based on the documentation provided, and the information cited above, the parties agree Management is required to adhere to the above referenced memorandum concerning the use of privately owned vehicles to perform Postal duties.



John Moore  
USPS Step B Representative



Duane Shaffer  
NALC Step B Representative

CC: David Teegarden, NBA NALC  
Julius Maddox, USPS Formal Step A  
Curtis Walker, NALC Formal Step A

David Shilney, Director, Field LR  
Crystal Simmons, Mgr., HR  
Daniel Muskopf, Mgr., LR

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