

ACTIVIST

NALC

A NEWSLETTER FOR BRANCH LEADERS OF THE NATIONAL ASSOCIATION OF LETTER CARRIERS
VOL. 20, NO. 1

March 2007

Increasing Your Branch's NALC Food Drive Donations

If your branch's total Food Drive donations seem frozen at a certain level each year, there are steps your branch can take light a fire and send that number climbing.

Year after year, certain branches are recognized for their total food donations. The practices that are commonly used by these successful branches can be instructive for those branches aiming to boost donations to local food banks. This article contains some of their best methods.

Use Available Support

"The tools the NALC provides for the Food Drive are great. They contain everything we need to be successful," said Cathy Lamb, Food Drive Coordinator for Wichita Branch 201.

One of the best tools is the NALC Coordinator Manual, which provides the basic "how to" instructions on running Food Drives. It even contains a time line so that

branches know exactly when each task should be performed. Branches that are participating for the first time or that have a brand new Food Drive Coordinator will find the manual to be an essential tool. The manual also provides benefits to experienced coordinators with its tips on "keys to successful drive."

Support also comes from outside organizations. The AFL-CIO and

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Building a Staffing Grievance Stopping Management's Routine OT Violations

Letter carriers know that in many areas, postal management is refusing to hire enough employees to deliver the mail. Top USPS officials in Washington, D.C. have ordered and implemented a policy of **understaffing**—of refusing to hire enough letter carriers to get the job done. Even local managers are complaining that they can't get authorization from their superiors to hire new employees—

the employees they know are desperately needed.

Letter carriers are bearing the brunt. A national tsunami of overtime violations has swept across the Postal Service. Carriers not on the Overtime Desired List are being required to work overtime simultaneously with ODL carriers who have not been maximized. And

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NALC Food Drive Donations

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United Way co-sponsor the Food Drive with NALC. Branches that tap these organizations, local food banks, and other groups for assistance typically have impressive Food Drive totals. The specific ways that a branch can do that will be explained later.

The important thing to remember is that branches are not left alone to try and figure out how to run Food Drives on their own. Support is available.

Advertising is Key

Having a delivery area with customers that are the most generous and most giving doesn't do a branch any good if those customers aren't given a reminder that Food Drive Day is approaching. That's why advertising is key.

Over 115 million postcards are mailed to households as a reminder. The more successful branches take advertising a step further, however. They take advantage of all the other free sources of advertising available in their local area.

"I really press the radio stations to announce it on every newsbreak as the Food Drive gets close," said Marilyn McKernan of Beatrice, NE—which is part of Branch 8 in Lincoln. "There are 2 cable stations and they also give us free ads," she said.

McKernan also contacts the local newspaper prior to the Food Drive. "They publicize it ahead of time, and they also give us good press after its over. The stories they run after the Food Drive gives the public a good feeling about giving," said McKernan.

NALC's website makes it easy for coordinators to run local public service announcements (PSAs) by



Janice Grinstead of Macon, GA Branch 270 talks up the Food Drive on local TV.

providing the script for a sample ad:

The National Association of Letter Carriers will be collecting non-perishable food items on Saturday, ____ (date) ____ for distribution to the ____ Food Bank in our community. Please place a food donation by your mailbox on Saturday, ____ (date) ____ before your mail is delivered. Your letter carrier will deliver it to a local food bank or pantry. Help us help our community. Thank you.

Buffalo Branch 3 President Bob McLennan agrees that the amount of food collected depends upon media involvement. McLennan said, "For us, the media is the key. You have to have that public awareness." Branch 3's Food Drive Coordinator, Nicole Novosat, appears on the various nightly news channels, local TV shows like "AM Buffalo", and all over the city on various radio stations.

"The radio stations are really big. We get exposure during that drive time when commuters are in their cars," said McLennan. Clearly this approach works because Buffalo, with 2100 members, collected nearly 2 million pounds of food in 2006—making it the top NALC

branch in the nation for the fourth year in a row.

Another common advertising device that has no associated cost is a marquee. Many businesses or groups are happy to place reminders on their marquee for the approaching Food Drive. Willing participants often include banks, fire stations, store owners, and restaurants. Grocery store marquees are an excellent place to advertise because it

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William H. Young, President



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also benefits the store in that it triggers customers to pick up a few extra items for donations.

Grocery stores might not have marquees, but many of them have bulletin boards. Wichita Branch 201 relies upon letter carriers or collectors to arrange for placement of Food Drive posters on bulletin boards at the grocery stores on their routes.

Dan Davis is the Food Drive Coordinator for Branch 155 in Belleville, IL. "We use the grocery store bulletin boards, too. But we also get additional donations from the stores because many of them keep a large bin by the front door so shoppers can drop off donations when they're done shopping. It all adds up," said Davis.



Branch 1349 advertises with a banner across a main street in Grants Pass, OR

Advertising comes in many forms. Not every branch is lucky enough to have an annual city parade right before the Food Drive, but Wichita does. "Wichita has its River Festival Parade each year, so we always have a float with kids on it advertising the Food Drive. We also have letter carriers in uniform walk in the parade with our branch banner and Food Drive reminders," said coordinator Cathy Lamb. The family members of letter carriers also march in the parade wearing Food Drive t-shirts. Adapting



Branch 517 promotes Drive with billboard Grand Forks, ND

to advertising opportunities that are unique to local areas is a smart idea. One thing that many successful branches have in common is that they receive help from other crafts. Many coordinators expressed a great appreciation for the Rural Letter Carriers whose volunteer participation is responsible for a substantial amount of donated food. Wichita's Cathy Lamb also acknowledges the help she receives from the Window Clerks. "We always have extra Food Drive cards after the carriers finish delivering them. The clerks at the window hand them out to the customers just to serve as an extra reminder. I think it's important to use those cards up," said Lamb.

The important thing to remember is that the Food Drive Coordinator does not have to do it all. Not only can they get help from other crafts, but also from fellow branch members who often have connections with local media outlets—whether by personal acquaintance or because a radio station happens to be on their route.

In addition, AFL-CIO and the United Way can also provide assistance. As mentioned above, these organizations are partners with NALC to ensure the success of the Food Drive. It's often helpful to use their network connections in order to secure ad time with the local media. The branches that bring in the most donations are those that fully utilize the assistance that is available from these outside organizations.

Bags Boost Donations

"Somehow, some way, get bags for your branch," said President Bob James of Branch 791 in Snohomish County, WA. James knows what he's talking about because his branch has been the number one branch in its category for 4 out of the last 5 years in Food Drive collections.

What are these bags that James is talking about? They're just like regular plastic grocery sacks, except that they have a Food Drive advertisement printed on them instead of the name of a grocery store. Letter carriers deliver the Food Drive card with the bag, which the customer returns full of food items. Most branches deliver the bags and cards at the same time, but Branch 791's Food Drive Coordinator Chris Kelly splits it up. Kelly said, "We deliver the cards early in the week and then deliver the bags on Thursday. That way it's a second reminder."

Bags work because it makes it convenient for the postal customer to fill it up and leave it on the porch. They also work because post cards by themselves can get forgotten or misplaced by patrons after they open their mail. But the Food Drive bag sitting there along with the mail serves as a constant reminder to the customer.

Something like delivering Food Drive bags to customers is so simple that it's hard to believe it could make such a difference. There's no arguing with results, though.

Cathy Lamb said the Wichita's branch experimented with bags for the first time in 2001. They started small, in two stations, just to see if it would work. In 2000, with no bags, River City Post Office collected 8,322 pounds of food. In 2001, with bags, the same post office collected 17,046 pounds.

NALC Food Drive Donations

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"We saw that using bags more than doubled our donations," said Lamb. After that, Branch 201 was able to get more bags each year until it was finally able to distribute them citywide in 2005. In 2005, Wichita's collections amounted to 197,653 pounds citywide—after collecting only 88,280 pounds in 2000, which was the last year with no bags at all.



Cathy Lamb showing bags printed with Food Drive advertising

Lamb said, "The Food Bank provides the bags for us now because it is so cost effective for them. The return they get off the investment of the bags makes it worth it." Lamb explained that Wichita only gives the bags to customers on walking or drive-off routes. "We don't use them for central delivery because we need to get the most use out of our bags," said Lamb.

Funding for bags is a real concern. Bob James of Snohomish County said it costs \$6000 per year for the 250,000 bags they require. The cost of the bags is covered by 17 different local businesses that volunteer to act as sponsors. "The United Way has so many contacts

and they helped us find sponsors to pay for the bags," said James.

The numbers for the seven post offices in Snohomish County Branch 791 are impressive. "We've been using bags for 6 years now. In 2000 without bags, we collected 177,078 pounds. In 2006, with bags, we collected 394,483 pounds. It's amazing how well bags work," said James.

In Tucson, the AFL-CIO pays for the bags for Branch 704. Tucson's Food Drive Coordinator Keith Gaub attributes the amount of food collected directly to the number of bags the carriers have to deliver. "Some years we get more bags than other years, and it really shows when we get the final tally," said Gaub.

2002	No bags	473,325 lbs.
2004	100,000 bags	901,197 lbs.
2005	150,000 bags	1,205,129 lbs.
2006	120,000 bags	1,115,793 lbs.

Obviously, covering the cost of the bags will be a major consideration for any branch. There is no one single answer when it comes to finding funding. Coordinators will have to seek sponsors from among the local organizations or businesses in their areas. For instance, Blue Cross/Blue Shield happens to be a major employer in South Central Pennsylvania. President Shawn Tyrrell of Allen L. Stuart Branch 500 in Harrisburg said, "We work with the marketing guys from Blue Cross/Blue Shield. They're happy to donate the bags since they are the major employer in this area." Sponsors for bags are out there—coordinators need to find them.

Lighten the Letter Carriers' Load

President Tyrrell also emphasizes the importance of getting the members excited about the approaching Food Drive. He and the branch vice president ensure they go to every post office to build up enthusiasm for the event. Maintaining that excitement and enthusiasm is easier when letter carriers know they have a support system in place. After all, delivering mail is physically challenging as it is. Collecting hundreds of cans of food on top of that can take quite a physical toll.

Tyrrell described the support system that Branch 500 has in place. He said, "We have rally points. At 11:00 a.m., volunteers drive to a certain spot where 5 carriers will meet them and transfer the food out of their vehicles. At 11:30 a.m., they'll meet another group of 5 carriers at a different spot and so on. They'll do this until about 1:00 p.m. when they start the cycle all over again with the first set of 5 carriers."

The rally points help the carriers because they don't have to work around the food in their trucks all day. Tyrrell also points out that the carriers are relieved of having to unload food from their vehicles at the end of the day when they are tired from making the day's deliveries.

In Snohomish County, coordinator Chris Kelly takes advantage of a local resource to provide similar support for letter carriers in that branch. "A local Ford dealer loans us a pick up truck each year so we can drive around and pick up food from the carriers," said Kelly.

In Tucson, the AFL-CIO sends its own volunteer members out to the street to aid letter carriers in picking up food. Tucson's coordinator Keith Gaub does something more in addition to that by taking special care of letter carriers with known back problems. "I drive my own vehicle around the routes for carriers with bad backs. I want to make sure all the food is gone by the time they get there to deliver the mail," said Gaub.

Branch 8 coordinator Marilyn McKernan arranges for assistance with local Scout troops. "We have 80% park and loop routes out here. There's no way the carriers could handle it all," said McKernan. Troop leaders transport the Scouts along carrier routes collecting whatever food is set out for pick up.

In Belleville, the retirees are the ones that help the carriers on the street. Coordinator Dan Davis said, "They go out on the street about noon and start picking up from the carriers. It really helps everyone not to have that big load of food to

unload and deal with at the end of the day."

Davis also gets help from volunteer letter carriers. "Every year, I go around and ask the carriers who are NS on Food Drive day to volunteer. Carriers are generous with their time and are glad to do it. In fact, a few of our carriers schedule their annual leave around that time so they are able to help shuttle food," said Davis.

It's important to reward volunteers in some small way to thank them for their efforts. "We try to make it like a social event for the retirees and other volunteers. We get businesses to donate refreshments so we can at least feed everyone as thanks for what they do," said Davis.

In Snohomish County, employees hold potlucks in the post offices on Food Drive day. Coordinator Chris Kelly said the potlucks are a good way to thank the letter carriers for their extra effort on Food Drive day.

Kelly said that many of the volunteers for the Food Drive are already motivated because they know what it's like to try and put food on the table to feed their own children. "A lot of our volunteers are parents. It's easy to see why when you consider that around 40% of donations at the food banks ends up going to children," said Kelly.

Hunger is a problem for approximately 30 million people in America each day—of which 12 million are children. Since the NALC Food Drive started 13 years ago, over ½ billion pounds of food have been donated to community food banks.

Year after year, Snohomish County Branch 791 has been an NALC/Campbell Soup Award Winner. The branch's motivation is feeding the hungry, not the recognition. However, President Bob James did provide insight for other branch presidents seeking to attain the same level of success. James said, "One of the things a branch president has to do is to make the Food Drive a priority. As branch presidents, we all have so many grievances to work on that it's tempting to just push the Food Drive aside sometimes. But you can't. It's just too important."

James said he ensures that he keeps the Food Drive "in front of everyone year-round." According to James, his branch's success lies in reminding letter carriers that the Food Drive is not only fundamentally a good thing for its hunger relief, but that it's also a good thing in terms of public relations for letter carriers and the Postal Service as a whole. Customers think positively of the nation's letter carriers because of the Food Drive.



Cheyenne, WY Branch 555 carrier Brian Belmonte gets help unloading from Boy Scouts

Building a Staffing Grievance

(Continued from page 1)

management is requiring letter carriers to work beyond the contractual limits on daily and weekly work hours.*

Letter carriers believe the National Agreement is supposed to protect them from excessive and improperly assigned overtime. They're right.

The Solution— Adequate Staffing

Management's countless overtime violations must be stopped, and NALC's stewards are working everywhere to stop them. Ultimately, to obey its contractual obligations management simply must hire enough letter carriers to accomplish its twin obligations: (1) to deliver the mail, and (2) to abide by the National Agreement.

NALC recently published a White Paper entitled, *Overtime, Staffing, and Simultaneous Scheduling*, (M-01458, available on NALC's website, www.nalc.org, under Contract Administration> NALC Pubs.) The White Paper outlines the contractual arguments for opposing Windows of Operation and for pursuing a staffing grievance.

This article builds on the White Paper by outlining a practical approach for building an effective *staffing grievance*.

*Simple "overtime bypass" cases are a different matter. They occur when management assigns overtime to the wrong person—say, when USPS assigns overtime work to a non-ODL carrier instead of an ODL carrier, but does not work the two carriers simultaneously. This article does not address bypass cases.

Two-Step Process

How can stewards construct a grievance that forces management to obey the overtime rules and hire adequate staff? It is a two-step process. First, stewards need to keep filing timely grievances on each and every overtime violation. This can involve weeks or months

**Management
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the National
Agreement, as
well as deliver
the mail.**

researching, documenting and filing grievances for each day of overtime violations.

Each individual grievance requires proof, of course—documented facts to back up the union's allegations, plus the correct contentions concerning the contract violation. Each well-developed grievance proves that management has violated the overtime rules on a particular day, in a particular place, and to the detriment of particular letter carriers.

The accumulation of these individual grievances proves something extra. That is, a record of continued local overtime violations proves that management has engaged in an intentional pattern or practice of undermining the contractual overtime rules. This is the second step toward a solution.

Massive, intentional contract violations justify the strongest of remedies. NALC should insist that management "cease and desist" from violating the overtime rules. And NALC should demand that management fulfill its staffing obligations under the contract. Finally, the union should request additional remedies where appropriate to make all employees whole for management's routine overtime violations—monetary remedies, additional leave, and so forth.

This article will address the second step of this process—how to build a grievance attacking management's pattern or practice of overtime violations, and demanding the essential solution—adequate staffing.

The Staffing Grievance: Factual Documentation

To document a staffing grievance, stewards need evidence that shows management has engaged in a pattern or practice of repeated, routine, or massive overtime violations. Generally there should be two types of proof: (1) the grievance record, and (2) statistical evidence.

The Grievance Record

The case file should include, or summarize, all of the overtime grievances filed concerning simultaneous scheduling and overtime limits. The grievances in your station or installation should be numerous enough to establish that management is routinely requiring excessive overtime work and routinely violating the contract's overtime rules.

To build this record, choose a definite period of time—say, the past few months. Then go through

your file cabinet to collect, sort, and count the different types of simultaneous scheduling and overtime limits cases filed during that period. Violations that ignore a previous "cease and desist" can help establish that management's violations are intentional and show contempt for the contract.

Statistical Evidence

Stewards can obtain many types of statistical evidence by making written information requests. For instance, ask for printouts showing all violations of the ELM 432.32 work hour limits during a certain period, or all violations of the 12 & 60 work hour limits (see contract section below).

Statistical evidence also should show the amount of overtime worked in the facility or installation and, if possible, the amount worked by different categories of employees. In particular, a staffing grievance should demonstrate that non-ODL carriers have been required to work overtime on a regular basis.

Additional statistics can help "paint a picture" of staffing shortages. For instance, management should be able to produce reports showing the total number of carriers working over an extended period, carrier retirements and other separations, and new hires over the same period. The numbers may demonstrate how management failed to replace carriers as they left.

Mail volume and total work hour data may help as well. To establish an intentional failure to hire sufficient staff, collect evidence showing steady or increasing volume or work hours but declining numbers of career letter carriers.

The Staffing Grievance: Contract Violations

A staffing grievance should allege that management has violated the following:

1. Purposes of Contractual Overtime Rules.

The parties have negotiated for more than 35 years to achieve the current contractual overtime rules. The parties have pursued certain joint goals or purposes in these negotiations. They stated those purposes in the first paragraph of the 1984 Memorandum on Article 8 (JCAM 8-26):

Recognizing that *excessive use of overtime is inconsistent with the best interests of postal employees and the Postal Service*, it is the intent of the parties in adopting changes to Article 8 *to limit overtime, to avoid excessive mandatory overtime, and to protect the interests of employees who do not wish to work overtime*, while recognizing that bona fide operational requirements do exist that necessitate the use of overtime from time to time. The parties have agreed to certain additional restrictions on overtime work, while agreeing to continue the use of overtime desired lists to protect the interests of those employees who do not want to work overtime, and the interests of those who seek to work limited overtime.... (Emphasis added.)

2. The 8-Hour Day

The parties have agreed that the basic work day for letter carriers shall consist of 8 hours of work. This principle is expressed in the National Agreement, the JCAM, and USPS Handbooks and Manuals which are incorporated into the contract through Article 19. For instance:

Article 8, Hours of Work

Section 1. Work Week

The work week for full-time regulars shall be forty (40) hours per week, eight (8) hours per day . . .

Section 2. Work Schedules

* * *

C. The employee's normal work week is five (5) service days, each consisting of eight (8) hours, . . .

USPS Handbook M-39, Mail Counts and Route Inspections

242.122 . . . All regular routes should consist of as nearly 8 hours daily work as possible.

3. Simultaneous Scheduling

Simultaneous scheduling occurs when management requires a full-time regular letter carrier *not* on the overtime desired list to work overtime *at the same time* that FTR carriers *on* the ODL are working overtime and have not been maximized. In most instances this type of mandatory overtime violates the contract.

a) Article 8.5.G violations.

One type of simultaneous scheduling violation occurs when management improperly assigns overtime work to a non-ODL carrier working off his or her bid assignment or on a non-scheduled day, where available ODL carriers have not been maximized. This violates Article 8.5.G.

Article 8, Section 5.G

G. 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.

This language means that management must "maximize" ODL

Building a Staffing Grievance

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employees—work them up to 12 hours in a day and 60 hours in a service week—before requiring a non-ODL employee work overtime. See National Arbitration Award C-05860, USPS #H4C-NA-C-19 and -21 (first issue), Arbitrator Richard Mittenthal, April 11, 1986. Also see JCAM page 14, which states:

Before requiring a non-ODL carrier to work overtime on a non-scheduled day or off his/her own assignment, management must seek to use a carrier from the ODL, even if the ODL carrier would be working penalty overtime. See Article 8.5.D.

Article 8.5.G requires USPS to maximize ODL carriers before requiring a non-ODL carrier to work overtime.

b) Letter Carrier Paragraph violations. A different contractual rule, the Letter Carrier Paragraph, protects a non-ODL carrier from mandatory overtime when the carrier is working on his or her own assignment on a regularly scheduled day. Many instances of simultaneous scheduling are prohibited by this rule.

The Letter Carrier Paragraph is part of the 1984 National Memorandum on Article 8 (JCAM p. 8-26):

In the Letter Carrier Craft, where management determines that overtime or auxiliary assistance is needed on an employee's route on one of the employee's regularly scheduled days and the employee is not on the overtime desired list, the employer will seek to utilize auxiliary assistance, when available, rather than requiring the employee to work mandatory overtime.

The auxiliary assistance that management must seek includes casuals, PTFs at the straight-time or regular overtime rate, available full-time carriers at the straight-time rate, and ODL carriers at the regular overtime rate. However, in this instance alone, management does not have to use ODL carriers to provide auxiliary assistance if such an assignment would mean that the ODL carriers would be working *penalty overtime*. JCAM p. 8-14.

The Postal Service has agreed that the Letter Carrier Paragraph is a *binding contractual commitment*. The JCAM acknowledges this on page 8-14:

National Arbitrator Mittenthal ruled in H4N-NA-C-21, June 26, 1986 (C-06297), that the letter carrier paragraph is an enforceable obligation.

4. Violations of the Limits on Daily or Weekly Work Hours

The contract protects *all* letter carriers from working excessive overtime, by imposing absolute limits on the number of hours a carrier may work in a day or a service week. These violations vary according to the type of employee—PTFs, full-time regulars *off* the ODL, and full-regulars *on* the ODL.

ELM Section 432.32 applies to all employees working in the letter

carrier craft, including casuals and part-time flexibles—even during the month of December.

432.32 Maximum Hours Allowed

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

Article 8.5, Sections F and G.

Article 8.5.F and 8.5.G provide the rest of the work hour limitation rules:

F. Excluding December, no full-time regular employee will be required to work overtime on more than four (4) of the employee's five (5) scheduled days in a service week or work over ten (10) hours on a regularly scheduled day, over eight (8) hours on a non-scheduled day, or over six (6) days in a service week.

G. 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 5.1; 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. ELM

432.32 specifically states that it applies "except as designated in labor agreements for bargaining unit employees". Thus, in the case of full-time employees on the OTDL, Article 8.5.G rather than ELM 432.32 is controlling. It should be noted that the term "work", as used in Article 8, means all paid hours, excluding lunch.

National Arbitrator Mittenenthal ruled in H4C-NA-C-21 "Fourth Issue," June 9, 1986 (C-06238) that the 12- and 60-hour limits are absolute—a full-time employee may neither volunteer nor be required to work beyond those limits. JCAM 8-17.

Maximum Hours By Employee Category

Together, ELM Section 432.32 and Article 8.5 control the maximum daily hours an employee is permitted to work. The daily work hour limit differs depending on the employee's classification as PTF, non-ODL full-time regular, or full-time regular on the ODL.

Part-Time, Transitional and Casual Employees. ELM 432.32 applies to all part-time, casual and transitional employees. It also provides for any exceptions that may exist within a collective bargaining agreement. However, there are no exceptions to ELM 432.32 in the national agreement for these employees. Therefore, they may not be required to work more than 12 hours in one service day, even during December. The 12 hours includes mealtime and may not be extended over a period longer than 12 consecutive hours. Given a half-hour lunch, they may work no more than 11½ hours in a day.

Non-ODL full-time employees. Article 8, Section 5.F provides for limitations for these employees in

addition to those found in ELM 432.32. Article 8.5.F states that, except in December, no full-time regular employee will be required to work overtime on more than four (4) of the employee's five (5) scheduled days in a service week or work over ten (10) hours on a regularly scheduled day, over eight (8) hours on a non-scheduled day, or over six (6) days in a service week. While Article 8.5.F does not apply during December, ELM 432.32 does. Therefore, in December, full time employees not on the Over-

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time Desired List may not be required to work more than 12 hours in a service day. The 12 hours includes mealtime and may not be extended over a period longer than 12 consecutive hours. Given a half-hour lunch, they may work no more than 11½ hours in a day.

ODL full-time employees. Article 8.5.G does create an exception to the rule in ELM 432.32 for full-time employees on the Overtime

Desired List. They may be required to "work" up to 12 hours in a service day. The 12 hours does not include mealtime, so their maximum consecutive time for work-plus-lunch is 12½ hours.

5. Article 15

A staffing grievance citing dozens or even hundreds of overtime violations effectively establishes that management is showing contempt for the contract and its enforcement mechanism, the Grievance-Arbitration Procedure. Management also violates Article 15 when it refuses to comply with previous grievance settlements, such as "cease and desist" orders demanding that USPS stop violating the overtime rules.

6. Article 19

The JCAM states (19-1):

Handbooks and Manuals. Article 19 provides that those postal handbook and manual provisions directly relating to wages, hours, or working conditions are enforceable as though they were part of the National Agreement.

7. USPS Handbook EL-312

USPS Handbook EL-312, *Employment and Placement*, establishes management's obligations to staff facilities with sufficient employees. Under Article 19, parts of the EL-312 which "directly relate to wages, hours or working conditions" are enforceable as part of the contract.

Several provisions of the EL-312 require management to forecast, plan and implement measures to ensure sufficient staffing. Without question, these provisions have a direct and profound impact on the wages, hours and working conditions of letter carriers:

Building a Staffing Grievance

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Handbook EL-312
Chapter 1, General

11 Overview

111 Scope

This handbook provides recruitment, examination, and selection policy and procedures for the United States Postal Service. These instructions apply to employment, placement, and assignment of career and noncareer field employees and promotion of career employees in districts and areas. . . .

113 Conditions on Use of Policy

The Employee and Labor Relations Manual (ELM) and appropriate collective bargaining agreements also provide policy and guidance in employment and placement. District and area employees should not follow procedures described in this handbook if they conflict with the provisions of current or future collective bargaining agreements.

Chapter 2, Recruitment

211 Recruitment Strategies

Recruitment is the development and maintenance of sufficient human resources. . . .

211.1 Forecasting

The installation head is responsible for forecasting the recruitment requirements in the installation in sufficient time to assure that there are qualified persons available for appointment. In so doing, consideration must be given to the:

- a. Number of anticipated vacancies.
* * *
- h. Organizational and/or operational changes.
- i. Projected loss of current employees.

232.2 Management Responsibility for Filling Vacancies

Forecasting short-term and long-term recruitment requirements is one of management's most important responsibilities. Within budgetary restrictions, a determination must be made as to which vacancies are operationally essential. Adequate lead time must be provided for internal job postings and for external recruitment when internal sources do not identify a sufficient number of eligible, qualified applicants.

Meeting Management Defenses

In some areas postal management has concocted a standard set of defenses to NALC's grievances concerning simultaneous scheduling, work hour limitations and inadequate staffing. USPS defenses can be boiled down to three central arguments, discussed separately below:

A. Simultaneous scheduling of letter carriers is authorized by the 1984 Memorandum on Article 8.

B. The Postal Service has a "window of operation"—typically, an evening dispatch—that requires it to violate Article 8 by scheduling carriers simultaneously, and thereby get all the mail delivered by a specified time each day.

C. Article 3 gives management the right to make all decisions concerning hiring and staffing, regardless of other contract articles.

A. Simultaneous Scheduling and the 1984 Memorandum

Faced with simultaneous scheduling grievances, many supervisors have been coached to open the JCAM to page 8-26, the 1984 Article 8 Memorandum that contains the letter carrier paragraph, and point out the third and fourth sen-

tences in the second paragraph (in bold type here):

The new provisions of Article 8 contain different restrictions than the old language. However, the new language is not intended to change existing practices relating to use of employees not on the overtime desired list when there are insufficient employees on the list available to meet the overtime needs. ***For example, if there are five available employees on the overtime desired list and***

Management sometimes claims it may simultaneously schedule letter carriers anytime. This is absolutely wrong.

five not on it, and if 10 workhours are needed to get the mail out within the next hour, all ten employees may be required to work overtime. But if there are 2 hours within which to get the mail out, then only the five on the overtime desired list may be required to work.

In essence, the supervisor is arguing that simultaneous scheduling is an exception that allows USPS to require non-ODL carriers to work mandatory overtime. This is simply wrong.

The union's response must include at least these arguments:

1. No "existing practice" to simultaneously schedule letter carriers. Management always ignores the first sentence of the quoted paragraph. This simultaneous scheduling language refers only to practices existing in the plant in 1984, and not to letter carriers. NALC's argument begins with the second sentence of the same paragraph, which management routinely ignores:

However, the new language is not intended to change *existing practices* relating to use of employees not on the overtime desired list when there are insufficient employees on the list available to meet the overtime needs.

(Emphasis added.)

In 1984, what were the "existing practices" concerning simultaneous scheduling?

A. There existed *no* practice of simultaneously scheduling letter carriers in 1984, when the Memorandum was negotiated.


B. This refers to practices in the Bulk Mail Centers only. In a 1990 national APWU arbitration, Arbitrator Mittenthal concluded that this language referred to practices in place prior to July 1984, when the memorandum was negotiated:

They [the parties to the Memorandum] thus plainly embraced these pre-July 1984 "practices" and acknowledged that they meant to continue to be bound by such "practices . . ." What those "practices" are I do not know.


National Arbitration #C-09897, USPS #H4C-NA-C 30, January 29, 1990. However, the Postal Service had clearly identified where those practices existed, in a position letter sent to the unions and quoted in the arbitration award:

6. The Postal Service believes the nature of activities in Bulk Mail Centers frequently lends itself to the necessity for simultaneously scheduling ODL and non-ODL employees . . . Award at p. 4.

C. If management intends to rely on this language, then it has the burden of establishing that "existing



Management has the burden of proving that in 1984, "existing practices" in a local facility included the simultaneous scheduling of letter carriers.



practices" in 1984 included the simultaneous scheduling of letter carriers in the local facility where the grievance arose. It is well-established that the party raising an affirmative defense must shoulder the burden of proof on that defense.

2. No exceptions in the contract or JCAM. More than 35 years of collective bargaining history between NALC and the Postal Service resulted in Article 8.5.G, the letter carrier paragraph, and in the JCAM sections explaining the meaning of both. National arbitration decisions have confirmed the

binding nature of both of these contractual obligations.

Nowhere does the JCAM mention any exception to 8.5.G or the letter carrier paragraph that would permit simultaneous scheduling to trump their protection of non-ODL letter carriers. Such an exception, if permitted, would swallow the overtime rules. Management's interpretation would render meaningless several crucial provisions of the contract and JCAM.

3. Purposes of Article 8. Management's argument contradicts the goals sought by the parties in their 35-plus years of collective bargaining over the overtime issue. The parties stated those purposes in the first paragraph of the 1984 Memorandum on Article 8 (quoted on page 7 above).

B. Window of Operation

In many places USPS management is claiming that it is required by a "window of operation" to simultaneously work carriers not on the ODL and carriers on the ODL. Essentially, management has been arguing, "The window made me do it." Because of an evening dispatch, management argues, it cannot run its business properly without violating the contract.

The NALC response should be that no, the window did NOT make management violate the contract. On the contrary—it can resolve its phony "dilemma" simply by doing what the contract requires.

Staffing is the solution. Hiring sufficient letter carriers to do the job and NOT violate the contract is the most effective, and most obvious, solution to management's claimed dilemma. If management had followed its own Handbook EL-312, it would have forecast for necessary staff well in advance, examined attrition statistics, evalu-

Building a Staffing Grievance

(Continued from page 11)

ated business needs, and then simply hired enough letter carriers to deliver the mail within its window of operation—*without violating Article 8*. This is what the Postal Service is required to do.

So management can solve its “dilemma” immediately. This is so despite the typical claim of local management that “my boss won’t authorize the positions.” Stewards should point out that the Postal Service at every level has the same obligation to the contract.

Stewards might also mention that management has the power to adjust its operations in several other ways to avoid violating the overtime rules. The Postal Service is a large operation that can be adjusted in many ways to accommodate both efficiency and the contract—through dispatches, transportation, mail processing, employee scheduling, and more.

Finally, stewards should note that in some cases management asserts that it has a legitimate operational window, but in fact it does not. In these cases NALC can weaken management’s case further by showing that a claimed “window” in fact is not based on any business necessity, or it is no more than a goal, or it is often ignored, and so forth.

C. Article 3 Argument

Management simply loves, at any time of day or night, to trot out

this trusty argument: The Postal Service has the “exclusive right” to “hire, promote, transfer, assign, and retain employees,” “to determine the “methods, means, and personnel by which [its] operations are to be conducted,” and so forth.

In response NALC must, as it so often does, quote for management

Remedy Requested

As noted near the start of this article, the Postal Service’s routine, intentional violations of the overtime rules justify very strong remedies. A staffing grievance should request at least the following:

Staffing. Management must fulfill its staffing obligations under the contract, by hiring sufficient letter carriers to get the mail delivered without the routine violation of overtime rules.

Additional make-whole remedies. The union should request additional, appropriate remedies to make all employees whole for management’s routine overtime violations. These additional remedies should be tailored to fit the particular pattern of staffing shortages and overtime violations.

Union representatives have won many different types of remedies

when management has routinely violated the contract. Settlements and Step B decisions have awarded, for instance: additional pay remedies, giving employees the right to stop work and go home once the work hour limitations are reached, additional administrative leave for employees who were improperly assigned overtime work, and even payments to the local union.

Broad make-whole request. Finally, a staffing grievance, like every other grievance, should include a broad make-whole remedy request:

“ . . . and all other remedies necessary to make the grievant(s) whole.” ■

Staffing is the obvious solution. Management is required by the EL-312 to forecast staffing needs well in advance, make a plan, and then hire enough letter carriers. That is how it can both deliver the mail and obey the contract.

the first sentence of Article 3, which states:

The Employer shall have the exclusive right, *subject to the provisions of this Agreement and consistent with applicable laws and regulations:* (Emphasis added.)

So in fact, the employer’s supposed “exclusive” rights under Article 3 have been limited and defined by all of its obligations under the National Agreement. Those obligations include Articles 8, 15 and 19, the ELM, and the Handbook EL-312.

The New MDA Campaign

Your Branch's Role in Restoring NALC's Contribution to MDA

In 1952, the first year that the NALC was involved with the Muscular Dystrophy Association (MDA), donations generated by the union's efforts totaled \$3.3 million. Fifty-four years later, in 2006, the NALC will ultimately give approximately \$1.4 million to MDA. President Young is determined to reverse the long slide in our union's support for this important cause, and he is counting on union activists to help.

Things are moving fast. In January, Young announced a new MDA fund-raising initiative, to be spearheaded by retired Executive Vice President Jimmy Williams. (Look at the article in the January 2007 issue of the *Postal Record* for more background on the union's plans.) Letters went out to all branches the week of January 8, asking them to commit to the campaign and designate a MDA coordinator to oversee their efforts. Two weeks later, almost 100 branches had signed up. And the response continues to grow.

First Step: Registration

Has your branch talked about participating in MDA fund-raising? Has it named a MDA coordinator and enrolled in the campaign? Registration is important – it lets the NALC Washington office know which branches are actively involved. That way, support and assistance can be targeted to the branches that need it most. To ease communication, an e-mail list of registered branches, listing presidents and MDA coordinators, is being compiled. If your branch has not signed up, do it soon.

Although it's never too late to register, packets of joint NALC-MDA information are scheduled to be sent out March 17, and your branch will want to get its hands on this valuable information as soon as possible. The mailing will reflect the latest plans developed by NALC and top management at the MDA in high-level meetings in Washington at the end of January. Only registered branches will receive this mailing; branches who sign up late will be sent the packet once the Washington office receives their enrollment form.

A Planning Toolkit

The material contained in this special NALC-MDA packet will make planning your branch's activities in support of MDA much simpler. It will be indispensable for those branches new to MDA fund-raising, and have lots of new ideas for branches that have been faithfully supporting the NALC's official charity for years.

The packet includes a DVD, featuring Young and Williams, introducing the NALC-MDA fund-raising effort. There will also be a new, updated MDA book, *Delivering the Cure*, designed as a toolkit for branch activities. One of the most important features of this toolkit will be an extensive list of fund-raising ideas, rated both by the event's degree of difficulty, and by the expense required. This will be the place to start for many branches, especially if they're not sure what resources are needed to hold a successful fund-raiser.

The mailing will also include a planning guide to help the branch organize its event, and make sure important details don't get overlooked. An up-to-date list of contact persons within MDA will steer you to the right person to answer any questions your branch might have. As those branches which have been involved in the past know, the MDA will also help plan larger, more complicated fund-raising events. The MDA is excited about the newly invigorated NALC effort, and they are anxious to help us succeed. The resources in this special NALC-MDA packet demonstrate their commitment to support the union and its activists in their efforts in the years ahead.

Branches in Action

Some branches, of course, have never stopped raising funds and otherwise supporting MDA, and their experiences should inspire those branches new to fund-raising. Branch 11 (Chicago IL) works throughout the year to support MDA, and not only by raising funds. The branch provides numerous volunteers to answer the phones during the Labor Day Telethon. But it raises money, too. The branch holds an annual August softball game, pitting the Northside Shop Stewards against the Southside Stewards. It also holds a bowl-a-thon, but one with a twist. The branch seeks corporate sponsorship for each bowling lane, to supplement the money raised by individual bowlers and their supporters. As Paul L. Spencer, Branch 11 Vice President and MDA Coordinator explains, letter carriers are so well

known in their communities, that their customers, when asked, will gladly support such a worthy cause as MDA.

Branch 11 is not the only branch to extend its fund-raising efforts beyond letter carriers to the communities in which they deliver mail. In Wisconsin, Corey Grotte has convinced local nightclubs to help by having a \$1 "cover for the cure." Grotte, who serves as the MDA coordinator for both Branch 728 (Eau Claire) and the Wisconsin State Association, has planned lots of different fund-raisers. Bowl-a-thons and golf tournaments are always popular, as are Texas Hold'em and 8-Ball pool tournaments.

But Grotte also looks to locally popular past-times, such as ice fishing, to raise money. All this hard work and ingenuity has paid off handsomely – Wisconsin is one of the most successful fund-raisers per capita in the country.

Holding a variety of different events is also the key to Branch 1427's (Santa Clara CA) success. Sam Teresi, the branch's MDA Coordinator, has years of experience working for Jerry's Kids, and it shows in the many innovative ways the branch raises money. This branch goes beyond such fund-raising stand-by's as bowl-a-thons and golf tournaments (although it holds those, too). The profits from selling candy and soft drinks at the branch office, and raffle tickets at the branch picnic and Christmas part, all go to MDA. Their year-long efforts yield a hefty return – the combination of events raised approximately \$8,700 last year. And Sam is busy planning for an even better year in 2007.

For more information on how other branches are supporting MDA, and increasing union activism at the same time, see "MDA Activism: Building a Stronger Un-

ion through MDA Events," *Activist* Spring 2006, vol. 19. no. 2.]

1,000 Branches Working for MDA

The aim of the campaign launched in January is to get many other branches to follow these examples. The first step is to have at least 500 branches enrolled in 2007; the long-term goal is for 1,000 branches to be actively supporting MDA by the end of this three-year initiative.

But branches won't have to go it alone. Everyone, at every level of the NALC, will be involved, from the national office in Washington, to NBAs, to state associations. Look for the MDA at state conventions this year, where they will be providing information and running fund-raisers, giving practical demonstrations of what can be done to raise money.

Resources

The NALC-MDA packet to be sent out in March is just the beginning of the resources that will be made available so that your branch can be effective and efficient in its efforts. MDA is currently putting together a fund-raising curriculum, which will be available for use in future training. The MDA portion of the NALC web site will be revamped, so that it can serve as a vital conduit for information and ideas. Look at it regularly in the months ahead for the latest news and resources. Best practices will be showcased; examples of what works (and what doesn't) will be discussed.

You should also check the NALC web site for the newly-revised "branch activity report." Be sure to fill one out for everything your branch does for MDA – you

want to be sure your branch gets recognition for its efforts.

New Awards

Energy. Resources. New Ideas. Communication. President Young is looking for great things when the pledges are announced at the telethon on September 2nd. To make sure that hard work gets the recognition and reward it deserves, the awards system has been revamped. Previously there were five categories of awards, based on the size of the branch. Now there will be ten, to more fairly acknowledge everyone's efforts, no matter how large (or how small) the branch. A representative from each of the ten winning branches will be sent to the telethon in Los Angeles to represent the NALC. In addition, special awards will be given to those branches who raise over \$5,000, over \$10,000, or over \$20,000 for this vital charity.

But your branch won't get recognized if it isn't registered. Take the 1st step – make sure your branch has named a MDA coordinator and is enrolled in the MDA campaign. Consider serving as the MDA coordinator yourself, if one has yet to be named. When the special NALC-MDA packet comes, put all the information it contains to good use as your branch plans what to do. Make time in your busy schedule to help. Don't forget to fill out the branch activity report for everything your branch does.

This may sound like a lot of work but the payoff will be worth it. You and your branch can take pride in your accomplishments as the NALC continues to strive to "deliver the cure" by providing desperately needed funds for research and support. President Young will thank you, as will the thousands of victims of the debilitating diseases helped by MDA.

Regional Training Seminars

Listed below are the educational and training seminars for 2007. For more information, contact your National Business Agent.

Region 1—NBA Manny Peralta (714) 750-2982

California, Hawaii, Nevada, Guam

CSALC/NALC NBA Regional Training Seminars

March 16-18 Clarion Hotel Millbrae, CA

Nov 30-Dec 2 Wilshire Grand Hotel Los Angeles CA

Nevada State Convention Training

March 29 Flamingo Hotel Laughlin, NV

Region 2—NBA Paul Price (360) 892-6545

Alaska, Utah, Idaho, Montana, Oregon, Washington

State Shop Steward Colleges

April 5-8 McKenzie River Center Blue River, OR

April 9-12 McKenzie River Center Blue River, OR

April 16-19 To be announced Utah

April 23-26 To be announced Idaho

May 3-5 Hampton Inn Billings, MT

Regional Assembly

Oct. 22-25 Coeur d'Alene Resort Idaho

Region 3—NBA Neal Tisdale (309) 762-0273 Illinois

Oct. 28-31 Hotel Pere Marquette Peoria

Region 4—NBA Wesley Davis (501) 760-6566

Arizona, Arkansas, Colorado, Oklahoma, Wyoming

May 3-5 Oklahoma State Convention

June 5-7 Arkansas Convention Hot Springs, AR

Region 5—NBA Mike Weir (314) 872-0227

Missouri, Iowa, Nebraska, Kansas

April 20-22 NE Conv. Holiday Inn, Hastings

May 3-5 KS Conv, Grand Prairie Htl, Hutchinson

June 1-3 MO Conv. Country Club, Lake Ozark

Oct. 21-23 Iowa Fall Trng, Holiday Inn, Coralville

Oct. 27-28 NE Fall Trng, Mid-town Holiday Inn,
Grand Island

Region 6—NBA Pat Carroll (248) 589-1779

Kentucky, Indiana, Michigan

Oct 6-8 KIM Regional Training Seminar

Sheraton Indianapolis Indianapolis, IN

Region 7—NBA Ned Furru (612) 378-3035

Minnesota, North Dakota, South Dakota, Wisconsin

Apr 13-15 SD State Convention

Apr 27-28 ND State Convention Bismarck, ND

Apr 30-May 4 Regional Training

Holiday Inn Metrodome Minneapolis, MN

May 19-20 Wisconsin Spring Training Seminar

Sept 15-16 South Dakota Training Seminar

Sept 30-Oct 3 MN State Training Brainerd, MN

Oct 26-28 ND Fall Training Fargo, ND

Nov 3-4 Wisconsin Fall Training Seminar

Region 9—NBA Judy Willoughby (954) 964-2116

Florida, Georgia, North Carolina, South Carolina

March 17-18 Training Seminar Marietta, GA

March 23-24 Training Seminar Havelock/New Bern NC

May 4-6 SC State Convention Anderson, SC

June 7-9 FL State Convention

Crown Plaza Riverside, Jacksonville, FL

June 15-16 NC State Convention Charlotte, NC

July 27-29 Reg 9 Rap Session, Hilton Daytona Bch

Oct 26-27 NC Training Seminar Greensboro, NC

Nov 3-4 South Carolina State Convention

Region 12—NBA William Lucini (215) 824-4826

Pennsylvania, South and Central New Jersey

March 4-6 Region 12 Rap Session

Tropicana Atlantic City, NJ

Region 13—NBA Tim Dowdy (757) 431-9053

Delaware, Maryland, Virginia, West Virginia, Wash DC

May 3-4 WV Shop Steward Morgantown

May 20-21 Branch Officers Training

Lakeview Conference Center

Morgantown, WV

Region 14—John Casciano (617) 363-9299

Connecticut, Maine, Massachusetts, New Hampshire,
Rhode Island, Vermont

March 17-18 NE Rap, Parker Omni Hotel, Boston

April 29-30 CT State Convention, Sheraton, Danbury

April 29 RI State Convention, Br. 15, Cranston

May 19-20 ME State Conv., Holiday Inn, Portland

June 1-3 NH S.C., Red Jacket Inn, North Conway

Region 15—NBA Lawrence Cirelli (212) 868-0284

March 27-29 Regional Leadership Training & Rap

Hilton Ponce Golf & Casino Resort

Hilton Ponce, PR

USPS

BY THE NUMBERS

2006—Full Year

<u>USPS Operations</u>	<u>Number</u>	<u>Change from SPLY*</u>
Total mail volume year-to-date (YTD) (Millions of pieces)	213,138	0.7%
Mail volume by class (YTD in millions)		
<i>First-Class</i>	97,617	-0.5%
<i>Priority Mail</i>	924	4.2%
<i>Express</i>	56	1.8%
<i>Periodicals</i>	9,023	-0.5%
<i>Standard (bulk mail)</i>	102,460	1.5%
<i>Packages</i>	1,175	0.8%
<i>International</i>	793	-6.9%
Daily delivery points	146.2 mil.	1.3%
<i>Percent city</i>	68.45%	-0.8%
<i>Percent rural</i>	29.64%	1.8%
<i>Percent Highway Contract</i>	1.91%	3.1%
City carrier routes	163,412	-0.6%
Rural carrier routes	74,871	2.9%

*SPLY = Same Period Last Year

<u>USPS Operations</u>	<u>Number</u>	<u>Change from SPLY*</u>
Estimated Net Income (\$mil.)**	\$900.0	-37.7%
<i>Total Revenue</i>	\$72,817	4.0%
<i>Total Expense</i>	\$71,917	4.9%
City carrier employment	225,393	-1.4%
<i>Percent union members</i>	92.6%	0.2%
City Carrier Casuals	5,808	14.1%
<i>Percent of bargaining unit</i>	2.8%	—
Transitional	0.0	-100.0%
<i>Percent of bargaining unit</i>	0.0%	—
City carriers per delivery supervisor	17.8	-3.1%
Career USPS employment	694,367	-1.1%
City carrier avg. straight-time wage	\$22.61/hr	2.7%
City carrier overtime ratio (OT hrs/total work hours)	14.7%	—
Ratio SPLY	14.3%	—

**Net income shown before escrow requirement



A NEWSLETTER FOR BRANCH LEADERS OF THE
NATIONAL ASSOCIATION OF LETTER CARRIERS



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