

ACTIVIST

NALC

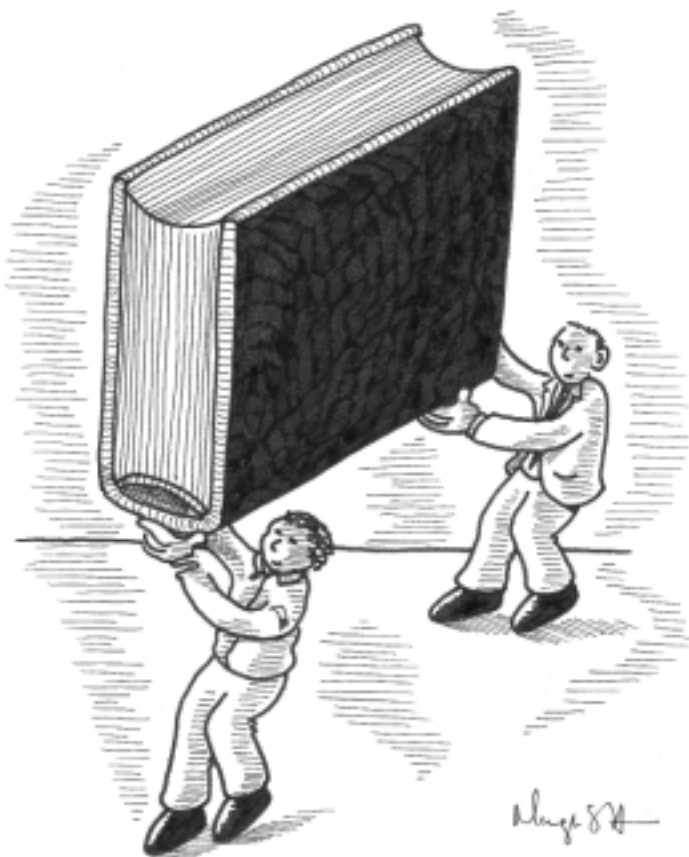
A NEWSLETTER FOR BRANCH LEADERS OF THE NATIONAL ASSOCIATION OF LETTER CARRIERS
VOL. 13, NO. 3
SUMMER 1998

Breakthrough in enforcing contract

NALC's 60th Biennial Convention approved a resolution calling for an updated *NALC Contract Administration Manual*. Work began on such a manual more than a year ago, and the opportunity arose to discuss the creation of a joint contract administration manual with Postal Service management. Now these efforts have resulted in the publication of the *USPS-NALC Joint Contract Administration Manual (JCAM)*, the most comprehensive, understandable and useful guide to the *National Agreement* that have ever been published.

At the same time that NALC stewards and managers receive the JCAM, the NALC is also distributing to every NALC branch without charge both the JCAM and the NALC supplement to the JCAM. Taken together, the two publications offer clear explanations in plain English of key contract provisions.

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Identifying NALC 'culture'

Every branch leader knows that simply signing letter carriers into NALC is not enough to ensure the survival of the union. Rather, members must be motivated to take active roles in ongoing branch activities—in other words, they must be **unionized** as well as organized.

A number of *NALC Activist* stories have offered suggestions about how to unionize members (see the box on

page 10). In this story, branch leaders talk about another approach to unionizing. The basic idea, which comes from research on all kinds of organizations, is that the NALC has its own **union culture**, a set of unofficial rules, shared values and procedures that influence the ways union members behave.

By identifying the elements of this
continued on page 10

JCAM

continued from page 1

It is important to understand the difference between the two publications. The JCAM contains the authoritative, agreed-upon interpretations of the *National Agreement*, clarifying contract language that has frequently been misunderstood.

The JCAM is the result of national-level discussions between NALC and USPS in which the parties agreed on *definitive interpretations of contract language*. Postal managers at all levels are required to follow the JCAM's interpretations of the contract because USPS has agreed to every word in the JCAM. NALC representatives and regional arbitrators are also bound by the JCAM's definitive contract interpretations.

The Postal Service and the NALC have jointly funded the publication and distribution of the JCAM. One copy of the JCAM has been sent to every postal facility in the country, and is to be used by both union and management representatives. A letter

accompanying shipment of the JCAM, addressed to the NALC shop steward and the Delivery Unit Manager, emphasizes that the JCAM is a joint resource. Instructions contained in the letter state, "When a dispute arises, you should go to the JCAM first to see if the issue in dispute is addressed. If the issue is addressed in the JCAM, any dispute should be resolved in accordance with that guidance."

At the same time that NALC and USPS developed the JCAM, the NALC also created the NALC supplement to the JCAM. The NALC supplement contains the union's arguments and interpretations of arbitrations for issues in the contract about which the parties cannot agree at the national level. The NALC supplement contains not only the union's position on these issues, but also material designed to help NALC representatives enforce the contract and best represent letter carriers.

The JCAM is organized by *National Agreement* article. The JCAM contains all articles of the contract and some key National Memorandums of Understanding.

Why have a JCAM?

The JCAM's primary purpose, as envisioned by the parties at the national level, is to provide a clear understanding of what the contract actually means. Too often contract violations occur because sections of the *National Agreement* are misinterpreted without reference to additional agreements and letters that may have clarified and strengthened the original contract language. The JCAM presents all relevant language in one place, with clear explanations of what the language actually means, not simply definitions of terms.

In addition, the JCAM offers cross-references and additional sources so that the parties can thoroughly

Postal managers must follow the interpretation because the USPS has agreed to every word in the Joint Contract Administration Manual.

research and understand the interpretation and application of contract language. With such a tool at their fingertips, NALC stewards and front-line managers should be able to resolve many disputes that in the past have become grievances.

And with the NALC supplement, stewards and other NALC representatives gain a powerful resource to help prepare the most effective cases possible in those situations that have not been resolved in the JCAM.

How the JCAM works

The immediate benefit of having a joint contract administration manual can be seen by showing how the JCAM treats a section of the contract that many NALC representatives consider to be one of the most difficult sections to apply correctly. This sec-

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tion appears in Article 8, Hours of Work, and concerns overtime.

As it does for all contract provisions, the JCAM presents an overview of the language contained in Article 8, drawing upon all relevant memorandums of understanding to offer a full, comprehensive explanation of the overtime provisions as agreed to by the parties at the national level.

Article 8, Section 5.C.2.d. has often been cited by management as supporting certain situations in which letter carriers may be required to work overtime on their own route. This section reads as follows:

“5.C.2.d. Recourse to the ‘Overtime Desired’ list is not necessary in the case of a letter carrier working on the employee’s own route on one of the employee’s regularly scheduled days.”

In commenting on this language, the JCAM states, “For many years this section also gave management the right to require a letter carrier working on his/her own route on a regularly scheduled day to work mandatory overtime rather than assigning the overtime to a carrier from the Overtime Desired List. However, in the Overtime Memorandum first negotiated as part of the 1984 National Agreement, the Postal Service and the NALC added the following qualification, known as the ‘letter carrier paragraph’:

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.

“National Arbitrator Mittenenthal ruled in H4N-NA-C-21, June 26, 1986 (C-06297), that this paragraph was an enforceable obligation.”

This excerpt from the JCAM reveals a number of features that make the JCAM an extremely valuable tool for NALC and USPS representatives alike. First, the explanation of a contract provision includes quotations and explanations of a relevant national memorandum of understanding—immediately following the language to which that memorandum applies. As NALC stewards know, the traditional presentation of the National Agreement is to print all contract language in order, followed by various national memos and letters. Finding the appropriate memo can be a daunting task.

Second, the JCAM presentation offers a citation of a national-level arbitration decision that ruled that the language of the memorandum was enforceable. This citation is presented in both NALC format (a C-number) and

USPS

BY THE NUMBERS

USPS Operations—AP9 1998	Number	Chg from SPLY*
Total mail volume year-to-date (YTD) (billions of pieces)	138.8	3.3%
Mail volume by class (YTD in billions)		
<i>First-class</i>	71.0	0.9%
<i>Priority Mail</i>	0.8	15.0%
<i>Express Mail</i>	0.1	9.1%
<i>Periodicals</i>	7.2	-0.7%
<i>Standard A (bulk)</i>	58.0	7.0%
<i>Standard B (parcels)</i>	0.7	0.5%
<i>International</i>	0.7	-5.0%
Daily DPS letter mail volume (pieces)	127 million	53.4%
<i>Percent of total letter mail</i>	29%	—
City routes with DPS mail	144,000	22.0%
<i>Percent of total</i>	86.2%	—
Daily delivery points (millions)	129.7	1.4%
<i>Percent city</i>	75.5%	—
<i>Percent rural</i>	24.5%	—
City carrier routes	167,354	-1.2%
Rural carrier routes	61,414	4.2%
Net Income (\$millions, YTD)	\$1,446	8.0%
<i>Total Revenue</i>	\$42,357	3.7
<i>Total Expense</i>	\$40,911	3.5
Employment/Wages—AP9/PFY 1998 (Third Quarter)		
City Carrier employment	240,049	0.4%
<i>Percent union members</i>	91.5%	—
<i>Percent career employees</i>	98.7%	—
City carrier casual/TE employment		
<i>Casuals</i>	5,213	-3.8%
<i>Percent of bargaining unit</i>	2.2%	—
<i>Transitionals</i>	3,090	-26.0%
<i>Percent bargaining unit</i>	1.3%	—
City carriers per delivery supervisor	19.8	-2.7%
Career USPS employment	779,070	2.4%
City carrier avg. straight-time wage	\$17.24/hr.	2.0%
City carrier overtime ratio (overtime/total work hours)	12.0%	—
<i>Ratio SPLY</i>	10.0%	—

*SPLY = Same Period Last Year

This information compiled by the NALC Research Department from USPS Reports.

USPS format (The H4N-number).

The discussion of the meaning of the "letter carrier paragraph" in the JCAM is followed by an explanation of how that language should be implemented. The JCAM goes on to explain subsequent memos detailing the steps management must take before requiring a carrier not on the ODL to work overtime on his or her own route. As is true for all explana-

tions given in the JCAM, these steps are stated simply and clearly.

Other examples of clear and precise explanations of formerly confusing contract provisions include a discussion of the promotion pay anomaly, found in Article 9, Section 6, and provisions concerning excessing and withholding of positions, as found in Article 12, Sections 4 and 5.

In addition to including key memo-

randums and letters of understanding, the JCAM also reprints portions of relevant employment law, with explanations of how that law affects bargaining-unit employees. For example, Article 10, Section 5 concerns sick leave. After explaining the mutually agreed-upon sick leave provisions in the contract itself, the JCAM also reprints and explains relevant sections from the Employee and Labor Relations Manual (ELM), and then adds a full explanation of employee rights under the Family and Medical Leave Act (FMLA).

The JCAM and the NALC supplement together contain a vast wealth of interpretative material explaining the *National Agreement*—so much that NALC representatives will find answers to many of their contractual questions in these two books alone. There are also additional NALC contractual materials, described in the box on this page, that may be useful to NALC representatives in particular cases.

The future

With the publication of the JCAM and NALC supplement, union representatives should be able to resolve disputes much more quickly. In addition, NALC local leaders will be able to better educate both letter carriers and managers about the meaning and interpretation of previously complex and confusing contract provisions.

The NALC is committed to making further improvements in the JCAM and the NALC supplement. With these resources, NALC representatives will have even greater knowledge, power and skills to function as expert and effective enforcers of our collective bargaining agreement, thus protecting and supporting all letter carriers represented by NALC. ■

Additional resources for grievance handling

In another recent development aimed at improving the effectiveness of NALC stewards and other local leaders, NALC contractual materials are now available to all branches in CD-ROM form. These materials include:

- **Materials Reference System (MSR).** The MRS consists of hundreds of individual settlements of Step 4 (national-level) grievances as well as many national prearbitration decisions, national memorandums of understanding and management letters and directives. The MRS also contains reference materials providing advice to representatives who handle grievances.

Information in the MRS can be accessed through the MRS Summary and Index, which contains headlines—brief descriptions—summarizing each of the documents in the MRS. Within the Index, stewards can search by general subject area, detailed subject, contract article and section, and USPS handbook and manual provision.

The MRS Summary and Index, plus all the background documents comprising the full MRS, are available on CD-ROM from the NALC's Supply Department, 100 Indiana Avenue, N.W., Washington, DC 20001. Within the JCAM and NALC supplement, MRS documents are indicated by an "M" number (for example, M-00123).

- **Arbitration CD-ROMS.** More than 17,000 national and regular regional arbitration decisions have been scanned onto a set of CD-ROMS that may be purchased from NALC's Supply Department at the above address. The most recent CD-ROM contains a new, Windows-based database search program developed at NALC headquarters which indexes the entire arbitration CD-ROM collection.

The arbitration CD-ROM collection is updated regularly to include new cases. Within the JCAM and the NALC supplement, arbitration awards on the arbitration CD-ROMS are indicated by a "C" number (for example, C-00123). ■

Defining 'the contract': Handbooks and manuals

Picture this situation: You're a steward beginning a Step 1 meeting with a supervisor. The grievance you are about to discuss concerns a letter carrier whose route has remained overburdened for the past three months, ever since the route was supposedly adjusted when DPS was implemented in the carrier's station.

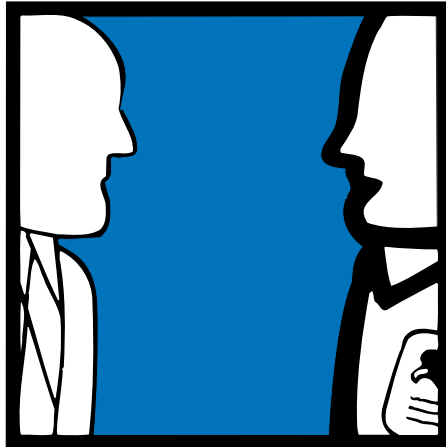
You begin to tell the supervisor that Section 243.614 of the M-39, *Management of Delivery Services*, requires that both parties revisit the route within 60 days of the adjustment.

"Hold on," says the supervisor. "You're talking about something that's not in the *National Agreement*. If it's not in the *contract itself*, I don't have to do it."

Your jaw sags in amazement, but before you can say the first words that come to mind, you remember that this supervisor is brand-new. A light dawns. The supervisor is unaware of the provisions of Article 19 of the *National Agreement*, which provides that all portions of USPS handbooks or manuals "directly relating to wages, hours and working conditions" are also enforceable parts of the contract.

On top of that, the supervisor obviously has not read the new *NALC-USPS Joint Contract Administration Manual*, which makes Article 19's meaning even more explicit. And undoubtedly the supervisor has never encountered any of the dozens of national-level settlements and arbitration awards which confirm the parties' agreement to enforce particular handbooks and manuals through Article 19 as if they were part of the *National Agreement*.

This situation may seem ridiculous, but unfortunately it's a scene that too many NALC stewards and advocates have witnessed. Postal managers,



from line supervisors on up, sometimes will argue that certain manuals or handbooks are simply not enforceable as part of the contract. Even more disturbing is that fact that some uninformed arbitrators have agreed with them. For example, arbitrators have ruled that the special route inspection provisions of M-39 and the limited duty protections contained in the ELM are merely management documents that are not part of the contract and thus not enforceable through the grievance-arbitration procedure.

Although these arbitrators are just plain wrong, some USPS supervisors may have heard of these decisions and may make arguments to stewards similar to the one you've just heard from your brand-new supervisor.

Basic language

So where do you begin with this supervisor? The obvious place to start is to read the first paragraph of Article 19, which states:

"Those parts of all handbooks, manuals and published regulations of the Postal Service that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this

Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable and equitable. This includes, but is not limited to, the Postal Service Manual and the F-21, Timekeeper's Instructions." (Note: The reference to the Postal Service Manual is obsolete; it has been replaced by the ELM.)

The next step is to read the explanation of Article 19 as stated in the *Joint Contract Administration Manual*, which is as follows: "**Handbooks and manuals.** Article 19 provides that those postal Handbook and Manual provisions directly relating to wages, hours, or working conditions **are enforceable**

The Joint Contract Administration Manual makes Article 19's meaning explicit.

as though they were part of the *National Agreement*....(Emphasis added)."

Specific examples

At this point, the supervisor to whom you are patiently explaining this issue may exclaim, "Does that

mean I have to comply with every single one of all the handbooks and manuals that have ever been published? I'll go crazy!"

No, you tell the supervisor. Article 19 does *not* apply to *all* of the handbooks, manuals and other documents that have been published over the years. First, only *national-level* USPS publications are covered by Article 19. So all the local policies, area directives, district guidelines and other such publications are excluded.

Second, the parties at the national level have expressly agreed that certain handbooks and manuals that are covered by Article 19—and certain

Only national-level USPS publications are covered by Article 19.

ones are not. The most commonly cited publications include the following:

- ELM, Employee and Labor Relations Manual
- F-15, Travel and Relocation
- F-21, Time and Attendance
- EL-301, Guidelines for Processing Personnel Actions
- EL-311, Personnel Operations
- M-39, Management of Delivery Services
- M-41, City Delivery Carriers Duties and Responsibilities
- ASM, Administrative Support Manual

- DMM, Domestic Mail Manual
- DMMT, Domestic Mail Manual Transition Book
- POM, Postal Operations Manual

What's out

At the same time, there are many publications that are *not* covered by Article 19—even if they are, in fact, “directly related to wages, hours or working conditions.” Stewards can encounter problems when supervisors argue that one or more of these publications is actually an enforceable part of the contract. In some cases, the “handbook” in question may actually conflict with language in the *National Agreement*. Or the “handbook” may not be a national publication, and, as noted above, no local, district or regional memos or publications can be considered part of the contract. In still other cases, what management is attempting to classify as a handbook is really an out-of-date or inaccurate management “guide” that NALC has expressly rejected as worthy of Article 19 status.

Here is a short list of the most frequently encountered postal “handbooks” *not* covered by Article 19 (many more such publications exist, of course).

- EL-501, Supervisor's Guide to Attendance Improvement
- EL-921, Supervisor's Guide to Handling Grievances
- EL-401, Supervisor's Guide to Scheduling and Premium Pay

Making your point

To sum up, then, NALC stewards should be familiar with the language of Article 19 and also with the interpretation of that language as published in the *Joint Contract Administration Manual*. In many cases, citing these sources may resolve the issue.

However, if management wishes to argue that a specific handbook does not constitute an enforceable obligation, stewards should ask their

National Business Agent's office for help or consult the NALC Materials Reference System (MRS), explained in more detail on page 4.

The MRS is indexed by subject, by contract article *and* by handbook or manual provision.



Management of
Delivery Services

Handbook M-39

March 1998

Using the MRS, you can locate long lists of national-level settlements in which the national parties have expressly agreed to enforce particular handbooks and manuals through Article 19, making them enforceable parts of the *National Agreement*.

In cases in which management wants to argue that a publication is an enforceable part of the agreement when, in fact, it is not, stewards should also seek advice from their NBAs.

By citing the proper authorities, NALC stewards and local officers can prevail against misinformed or uneducated managers. The protections of the contract are wide-ranging and, with the correct interpretation of Article 19, reach far beyond the words printed within the covers of the *National Agreement*. ■

The case of the disappearing notice

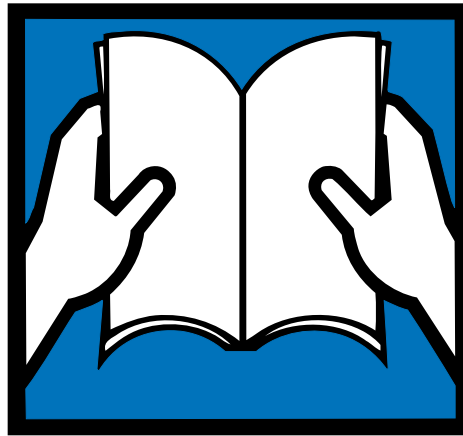
Everybody knows the old argument that the Constitutional protection of free speech does not give people the right to yell “Fire” in a crowded building. In a recent regional arbitration case, postal management attempted to use the essence of that argument to defend its action in taking a notice off the NALC bulletin board.

However, the arbitrator found that the Postal Service was not, as it claimed, protecting employees from disruption—in other words, the union was not yelling “Fire” in hopes of creating a riot. Rather, the removal of the notice violated the union’s contractual right to have a bulletin board for the exclusive use of the union, and that the notice in question was in no way “unsuitable” as defined in the *National Agreement*. (See “Know your contract,” on page 9).

Veteran NALC activists may recall a similar 1981 case about union bulletin board postings (C-03224). National Arbitrator Howard Gamser ruled that the branch was within its rights as stated in the contract and in national labor law when it posted a list of non-members on the NALC bulletin board.

Gamser stated in his 1981 decision that management must be able to prove that the bulletin board notice “caused or will cause an adverse impact upon the ability of postal authorities to direct the work force and to manage its operations efficiently and productively.” The current case (C-17841), decided February 3, 1998, should remind NALC representatives that the union and only the union decides what appears on its bulletin board. If postal management objects to any posting, it cannot unilaterally remove that item.

Another point underscored by the current case is that management cannot suddenly introduce additional



arguments at the arbitration hearing that were not raised in earlier steps of the grievance-arbitration procedure. As the arbitrator noted, Article 15 of the contract as well as a number of national-level arbitration decisions require that all facts and arguments relied on by both parties be fully disclosed before the case is submitted to arbitration.

The facts

The case began in late November 1996, when a union member posted a notice on the NALC bulletin board. The notice, titled “Fellow Union Members,” read as follows:

“Fellow Union Members
“I guess you’ve all noticed that the letter that was posted here has been removed. I think we all know who took it upon themselves to remove it. Just one more instance where management proves to us that **they do not respect our union, do not respect our contract, they do not even respect our first amendment rights**, guaranteed to us under the constitution of the United States.

“If you haven’t realized it by now, **They are the Postal Service, they do all the work**, we are just what they have to step over on their way up the ladder. And when they decide they

can no longer use **us** to make themselves look good, **we become expendable**.

“That off my chest, we have a fellow union member that seems to feel we have forgotten her. So how about signing the attached card for **D___ E___** to let her know we still care. Also, we are taking up a collection in both offices for **D___** to help her with some Christmas shopping. We are going to give it to her the first week in December. **Anyone wanting to help out can contribute in the accountable office.**

“**Together we stand, divided we fall.**

(signed) R___ T___

“p.s. Please do not take this off the Union Bulletin Board. It’s a violation of our rights.”

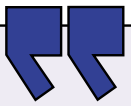
Removal of the notice violated the union’s contractual rights.

The day after this notice appeared on the NALC bulletin board, the station manager removed it. The NALC branch president asked that the notice be returned, but the station manager refused to do so. The union filed a grievance. Postal Service representatives refused to hold meetings at either Step 1 or Step 2 of the grievance procedure. In a Step 3 meeting, management contended that the infor-

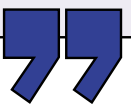
mation presented on the bulletin board was “totally inappropriate” and denied the grievance. The grievance proceeded to arbitration.

USPS arguments

At the arbitration hearing, the Postal Service argued that it did not violate any provisions of the *National Agreement* by removing the notice. The Postal Service advocate stated that the notice was inappropriate, and that Article 22 of the agreement gives management the right to determine the “suitability” of postings on union bulletin boards.



Postal management cannot raise new arguments at the arbitration hearing.



The Postal Service advocate also stated at the hearing that the content of the notice was “inflammatory, slanderous and contained sexist references.” The advocate argued that the letters posted on the bulletin board “had the effect of undermining management’s ability to direct the work force efficiently and productively,” that employees were leaving their work stations to read the letter and then talk about it, and that the letter created “dissension and distrust and had no redeeming value relevant to the labor-management relationship.”

NALC arguments

For its part, the NALC advocate stated that the letter was indeed “suitable” for posting as it was a request for collections to help a fellow union member. The union advocate pointed out that Article 22 does not define the word, “suitable,” nor does it state on whose authority “suitability” is determined.

With regard to management’s statement that the letter caused “dissension and distrust,” the NALC advocate noted that management had not raised this or related arguments in previous steps of the grievance-arbitration process, specifically at the Step 3 meeting which was the only meeting that management attended. Prior to the arbitration hearing, management’s only statement about the letter was that it was “totally inappropriate.”

And even if management had raised the issue of “dissension” previously, it totally failed to prove the existence of such dissension by evidence or testimony at the arbitration hearing. Therefore the union requested that the grievance be sustained.

The arbitrator rules

In beginning his analysis of the case, the arbitrator stated that the union was indeed correct in maintaining that postal management could not raise any new arguments at the arbitration hearing. The arbitrator quoted the Postal Service’s ruling at Step 3, which stated that the information was “totally inappropriate.”

As Article 15, Section 2.3.C. states, management must state the reasons for its Step 3 decision in detail and shall include any additional facts and contentions not previously set forth in the record of the grievance as appealed from Step 2. The arbitrator noted that in this case there were no Step 1 or Step 2 meetings, but the employer was nonetheless required to include all reasons for denial in the Step 3 decision. The statement that

the letter created dissension and had an adverse impact on productivity is new argument and must be rejected, the arbitrator ruled.

The provision regarding introduction of new evidence or arguments has been upheld by National Arbitrator Snow in C-15699. Snow stated that it is inappropriate for an arbitrator to consider any claim or argument advanced beyond those previously set forth in the grievance procedure.

Returning to the main argument of the current case, the arbitrator then considered the reason given by management in its Step 3 ruling, that the letter was “totally inappropriate.” After reviewing the total contents of the letter, the arbitrator stated, “Without doubt, in the opinion of this Arbitrator the above-referenced letter



The Postal Service did not demonstrate any adverse impact.



was suitable for posting.” To be considered suitable, the arbitrator went on, a notice on the union bulletin board must “be appropriate for a given purpose or occasion.” The arbitrator determined that the purpose of the letter was to take up a collection for a member of the bargaining unit, and as such was appropriate for the purpose.

The arbitrator noted that Section 612.232 of the *Employee and Labor Relations Manual* (ELM) indicates

that only suitable material should be placed on bulletin boards, and that the installation head is responsible for ensuring the appropriate use of bulletin boards (see "Know your contract.") However, the arbitrator went on, neither this regulation nor any of the language in Article 22 gives the installation head the right to unilaterally remove material from union bulletin boards. In a case in which the installation head questions the suitability of a posting, the arbitrator believed that at a minimum, the installation head should have discussed the contents of the posting with a union official, which was not done in this case.

The arbitrator underscored the union's legal rights as guaranteed by the National Labor Relations Act. Section 8 (a) (1) of the NLRA makes it an unfair labor practice for any employer to interfere with, restrain or coerce employees in the exercise of their rights to self-organization. The National Labor Relations Board has consistently held that an employer may not remove union postings from bulletin boards, the arbitrator stated, "except upon a showing the postings caused, or would cause, some adverse impact on its operations."

In this case, the Postal Service did not demonstrate any adverse impact. Rather, the letter contained, as the arbitrator stated, "some rhetorical hyperbole which is well within the protected rights of employees under federal labor law."

Therefore the arbitrator sustained the grievance and ordered the Postal Service to return the letter to the local union president and "cease and desist from unlawfully or discriminatorily removing Union letters, material or other official postings from the Union Bulletin Boards."

Note for stewards

This case reinforces two important principles of which NALC stewards should be aware. The meat of the case regards the union's right to post

Know your contract: Bulletin boards

Language applying to the use of union bulletin boards appears in two places, Article 22 of the *National Agreement* and Section 612.23 of the *Employee and Labor Relations Manual*. These sections read as follows:

Article 22. Bulletin Boards.

"The Employer shall furnish separate bulletin boards for the exclusive use of the Union, subject to the conditions stated herein, if space is available. If sufficient space is not available, at least one will be provided for all Unions. The Union may place its literature racks in swing rooms, if space is available. Only suitable notices and literature may be posted or placed in literature racks. There shall be no posting or placement of literature in literature racks except upon the authority of officially designated representatives of the Union."

notices on its bulletin board. Previous arbitrations as well as federal labor law confirm this right. The only limitation is if management can **prove** that a particular posting would have an adverse impact on operations.

Second, this case highlights a fatal flaw in management's handling of this case. As the arbitrator noted, management attempted to introduce new arguments at the arbitration hearing. The *National Agreement* prohibits either party from raising arguments or presenting evidence that had not previously been included in any earlier steps of the grievance procedure. For that reason, the arbitrator refused even to consider management's statement that the letter created an atmosphere of "dissension" in the facility.

However, as the arbitrator's subse-

ELM, Section 612.23. Bulletin Boards.

"612.231. Bulletin boards serve as a means of providing to employees information of interest, such as that required by law or regulation, official management information, and items of general interest. Bulletin boards are to be placed in sufficient numbers and in locations convenient to employees—at or near employee entrances, lunchrooms, locker rooms, or elsewhere in the work area....

"612.232. Only suitable material should be posted on bulletin boards. It is the responsibility of the installation head to ensure the appropriate use of bulletin boards. In addition to providing bulletin board space for management use, the installation head will provide bulletin board space for union use consistent with the terms of the applicable collective bargaining agreement."

quent remarks make clear, even if the argument had been appropriately introduced at an earlier step, management would still be required to **prove** the existence of dissension and that the dissension was so great as to adversely impact business operations. As this arbitrator notes, the presence of "rhetorical hyperbole" in a union posting is not of itself sufficient evidence that the posting has an adverse impact.

Therefore, NALC stewards should be aware of the strong protections offered union communications both by the *National Agreement* and federal labor law. As this case demonstrates, management cannot summarily remove items from the union bulletin board simply because managers do not agree with the opinions or perceptions expressed in such items. ■

NALC culture

continued from page 1

union culture, branch leaders can consciously build on those common concerns and values that tie NALC members together. The result: A stronger, more effective branch.

Too fuzzy?

To many people, “organizational culture” seems like just another buzzword—a fuzzy concept with no practical applications. However, research in this field has been going strong for more than 20 years for one simple reason: Organizations that have a **strong culture**—where values are clearly defined and shared by most members—are consistently **more effective** than organizations without such clear cultural norms.

For years, therefore, consultants have advised leaders of organizations to overcome their objections to culture as a “soft” idea and focus instead on recognizing the elements of their organization’s current culture and determining how to shape and guide those shared values to create a strong culture.

A strong culture helps create a more effective organization in several ways. First, a strong culture has clearly understood, informal rules that

spell out how people are to behave most of the time. Members don’t waste time deciding how to act in a given situation. In a strong union culture, for example, members will speak out in support of each other if managers try to violate the contract.

Also, a strong culture enables people to feel better about what they do, so they are more likely to do more. In a strong union culture, members believe in the welfare of the collective group and may more readily volunteer to help with activities that support the union’s goals for the group, such as letter-writing and fund-raising.

In this story, branch leaders share their perspectives on the elements of culture that affect NALC members. They also offer concrete suggestions about ways to reinforce union cultural values to motivate members to become more involved.

“Our ceremonies, rituals, even the language we share can help tie us together,” notes Mike Russell, president of Madison, Wisconsin Branch 507. “It’s important to recognize these things and use them to make the union stronger.”

What is culture?

The first task is gaining a clear understanding of the basic concept of

organizational culture and how it is expressed.

For many years, researchers have argued that culture is an important part of every organization. Definitions of culture vary, but a kind of consensus has developed about what culture is. Simply put, culture is “the way we do things around here.” Members of the organization may not be consciously aware of specific rules they follow and values they share, and may even deny that such elements exist within an organization. However, researchers have discovered that an organization’s culture can be identified in a number of ways.

In some studies, carefully designed questionnaires reveal that members of an organization do indeed share values and beliefs about the “way to behave” in an organization. At the same time, researchers also discovered that an organization’s culture may be revealed by studying everyday events within the organization. Such events include rituals, taboos, rites and ceremonies.

Rituals are routine exchanges, gestures and behaviors that reinforce individuals’ connections to the organization. Taboos also reinforce membership in the group by communicating what is **unacceptable** behavior within the group. For many union members, driving a vehicle that is not made in the U.S. may be taboo.

Rites and ceremonies, on the other hand, are well-accepted group activities that are distinguished by their formal nature. Installation of union officers is a ceremony that highlights the values of the union culture by means of the oaths that the officers take.

NALC culture

Defining the values of NALC culture is fairly easy for many branch leaders. “The first idea concerns **equality**,” says Mel Massa, president

Resources for ‘unionizing’

A number of previous *NALC Activist* stories highlight the importance of mobilizing members to take active roles in union activities. In the Fall 1990 issue, a cover story discussed ways to make branches more participative. A three-part series beginning with the Spring 1992 issue covered ideas for creating proactive branches that reach out

to involve members.

More recently, *Activist* articles have suggested specific programs to involve members in articles such as “Union-building: Having fun, growing strong,” in the Spring 1996 issue and “NALC part of changing labor movement: Involving members” in the Summer 1997 issue.

of Wisconsin Rapids, Wisconsin Branch 1083. “We all value social, political and economic equality. That’s one of the underlying purposes of enforcing the contract, to ensure our right to equal treatment.” Massa sees NALC’s political activities as another way the union works to achieve equal treatment for all by supporting those members of Congress who share NALC’s concerns.

As Bend, Oregon Branch 1937 president Nancy Crossan says, “We despise injustice.” That’s why she stresses the importance of attending union training programs that teach carriers’ rights under the contract and how to protect those rights. “And even beyond our contractual rights, we also believe in every person’s basic equality—that everyone should be treated with dignity and respect.”

A second, equally strong cultural value is **the welfare of the collective group**. “We believe in fraternity and solidarity,” says Mel Massa. The slogan, “An injury to one is an injury to all,” captures the essence of this value for him.

To Becky Hoffman, president of Longview, Washington Branch 3214, this value is all about “sticking together, supporting one another.” She views a number of activities within the branch, including the publicizing of the AFL-CIO’s “Do Not Patronize” list, as a way of saying, “We’re all in this together.”

The values of fairness, equality and concern for the common good are formally stated in the *NALC Constitution*, which states the goals of the union in Article 1: “The objects of this Association shall be: to unite fraternally all letter carriers...for their mutual benefit; to obtain and secure our rights as employees of the United States Postal Service, and to strive at all times to promote the safety and welfare of every member.”

Strong or weak?

Every branch leader would agree with these expressions of the union’s values. The key question, however, is how many NALC **members** understand and accept these values. As noted above, in strong cultures shared values can be easily identified and articulated by all members of an organization. Weak cultures, however, show very little agreement or awareness of these values.

How can branch leaders consciously increase the strength of union culture within the branch? The first step is for leaders to clarify and define those values for themselves. Think about what the union means to you, about deeper beliefs that may not always be in the forefront of your thoughts but nonetheless drive your behavior from day to day.

“When I started as an NALC activist, I never really thought about why the union was so important,” says Madison, Wisconsin president Mike Russell. “It wasn’t until years later that I suddenly realized how strongly I felt, the emotions I had about the union and the people I was working with.” Members of the branch had become like family members, Russell states. “I really felt that tie of solidarity,” he says. “It’s not something I ever would have imagined happening, but it’s very much a part of why I am involved.”

In the experience of Russell and other branch leaders, the repetition of certain behaviors—including rituals and ceremonies—continually underscore the values of solidarity, community welfare and equality of all group members.

“At every initiation of new members, we hear again the promise to ‘wrong no member or see no one wronged if you can prevent it,’” says Wisconsin Rapids president Mel Massa. Massa also notes the impor-



Signs, symbols, slogans.

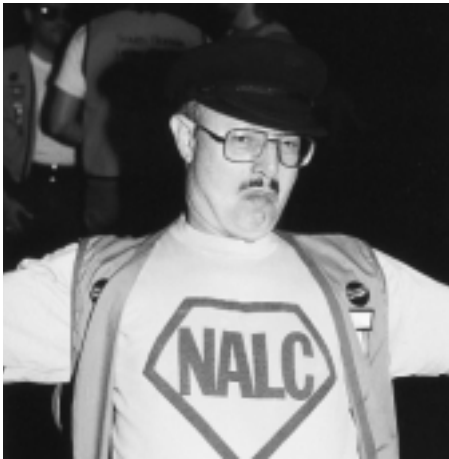
tance of other rituals that confirm “how we feel about each other,” he says. At every Wisconsin state convention, a solemn ceremony commemorates every NALC member who has died since the last convention. In front of the assembled delegates, branch presidents place envelopes with the names of the deceased members inside a special satchel. All members stand as “Taps” is played.

“It’s a final recognition of the importance of each union member,” Massa notes.

At branch meetings, stewards may report on members who are hospitalized or ill and collections may be taken to assist such members. Annual events supporting the Muscular Dystrophy Association or other charities may also include rituals and rites that underscore the meaning of these efforts as expressions of the union’s commitment to the welfare of all.

“If you think about it, you can come up with a lot of ways to express union values in the day-to-day activities of the branch,” notes Jamie Lumm, member of Seattle, Washington Branch 79 and former director of education for the Washington State Association.

“Get members involved in projects that benefit other people—like spon-



Reflecting union culture.

soring a soccer team or volunteering for highway roadside cleanup,” he suggests. “Get union T-shirts for everyone to wear when they get together for those activities to link the union with the values of community concern.”

Including all values

At the same time, NALC leaders should pay attention to additional values that NALC members—and all letter carriers—share. Researchers have shown that several cultures can exist simultaneously within an organization—for example, there can be a management culture as well as a union culture, and cultures within the workforce that unite workers along occupational lines—in the Postal Service, for example, there may well be a clerk culture as well as a letter carrier culture.

Upon reflection, several branch leaders agree that a letter carrier culture exists with certain definite shared values, primarily the carriers’ shared belief in the importance of their job—delivering the mail—which becomes a deeply felt personal responsibility.

“Talk to any letter carrier and you’ll hear almost immediately about *my* route and *my* customers,” says

Seattle branch member Jamie Lumm. Mel Massa of Wisconsin Rapids adds, “Across the country, no matter what other differences may exist, letter carriers are consistently and constantly absorbed in the importance of their job.” Massa himself has kept a copy of this poetic description of the letter carrier’s job which appears on the former main Post Office in Washington, D.C., now the National Postal Museum:

“Carrier of love and sympathy,
messenger of friendship,
consoler of the lonely,
servant of the scattered family,
enlarger of the public life.”

This vision of the carrier’s job is powerful and can be a strong benefit to carriers, supporting them in adverse circumstances. Branch leaders may want to think about ways to import the values of this letter carrier culture into the union culture to strengthen all carriers’ bond to NALC.

For example, at the national level, NALC recognizes letter carriers who have performed acts of heroism by printing their stories in the “Proud to Serve” columns of *The Postal Record* and by honoring “Heroes of the Year” in a ceremony in Washington, D.C. Similar acts of recognition on the branch level might underscore the ways that the union supports carriers who take pride in their work.

Summing up

The elements of organizational culture, and specifically union culture, can be complex. As branch leaders consider the various aspects of culture as discussed above, other questions may arise. How can culture be changed? What effect does a changing membership—for example, an influx of younger people—have upon NALC culture? Did Employee

Involvement have an effect on NALC culture or any of the other cultures existing within the Postal Service?

Although such questions are beyond the scope of this article, many branch leaders may find it helpful to consider such issues. At the same time, however, this preliminary inquiry into the meaning and nature of NALC culture offers some practical advice for improving branch strength and solidarity.

First, look at the **values, goals and objectives** of the union. Recognize and articulate the importance of **equity, fairness and solidarity**. Then pay attention to ways that such cultural elements as **rituals, ceremonies, symbols and language** support those values. Think about ways that you can **consciously create** additional rituals, ceremonies and so on to strengthen members’ awareness of NALC values. Also, make explicit the **links to other cultural values** that NALC members share, such as dedication to duty and the customers on their route.

By strengthening the positive elements of NALC and letter carrier culture, branch leaders make it easier for people to do the right thing—to speak out on behalf of the union and to support other members on the workroom floor and through branch activities that benefit the common good. As more members become aware of the importance of NALC culture, the branch grows stronger and more effective.

“The bottom line is to stress the positive in everything we do,” says Longview, Washington president Becky Hoffman. “We need to bring out the values that we all share and find ways to reflect those values in all kinds of branch activities. And as people recognize and understand our values, they will step forward to support the union and make it work.” ■

Community service hones steward's skills

If there's one universal truth about the NALC steward's job, it's this: You have to be able to get along with people. Sure, knowing the contract is important, as is being able to set priorities, manage your time, and all the rest of the complex elements of the steward's job.

"But what has helped me out, time after time, is knowing how to **listen**," says Ron Augustus, chief steward for Newport, Rhode Island Branch 57. "You see all different kinds of people, and you have to find out what their problems are before you can even begin to help them."

When he first became an NALC steward 10 years ago, Augustus admits that sometimes he was just plain baffled by some of the people he wanted to help. "They would have problems, but I couldn't get them to open up," he says.

Then he realized that he could apply the "people" skills he had acquired through the many years that he has been a player and coach in community youth sports. "When you're involved in something like sports, especially as a coach, you're always coming up against people with problems, whether they're kids or parents." Augustus discovered that by simply being willing to listen to people, he was able to resolve most conflicts he encountered.

"Listening means paying attention, really focusing," Augustus says. "You don't just nod your head and say, 'Um-hmmm.' You look at people, watch their faces and their gestures, really try to get inside their skins."

So for Augustus, the time and effort he puts into community service work pays off every day in his steward's job. As he helps kids learn to

play soccer, baseball and other sports, he also hones his own abilities and becomes, he feels, a better steward as a result.

Lots of overlap

Augustus also sees other benefits that transfer from one volunteer job to the other. As he has taken on additional leadership roles within youth sports organizations—currently he is president of Bristol, Rhode Island's youth soccer club, with more than 500 players—he has also learned how to be comfortable and confident in making presentations in front of other people.

"With the sports clubs, I'm talking to parents and kids, and I've got to know what I'm talking about and project that air of leadership," he says. As an NALC steward, he must also make presentations to manage-

ment and project confidence and knowledge of the soundness of his arguments.

In both roles, he must be able to organize his material effectively and perform necessary research. "I've also learned a lot about using computers to create visual aids that help with my presentations," he says. "Without my involvement in youth sports, I probably would never have run into computer programs like PowerPoint that can help me put together slides and other material."

To Augustus, his two roles as steward and community volunteer mesh in other ways as well. "When you're out there putting yourself on the line, whether it's for the kids on the team or the carriers in your office, you know you're doing something that's good for everybody," he says.

At the same time, the coach and the steward are both vulnerable to criti-



Ron Augustus (l.), chief steward of Newport, R.I. Branch 57, uses his skills to help neighborhood youngsters learn soccer—and they help him become a better steward.

cism from those on the sidelines. "People who don't know all the facts can be really quick to judge you," he notes. "You have to have a back like a duck, let the harsh words just roll right off you."

With both jobs also, it's important to know when to keep pushing and when to acknowledge temporary defeat, he notes. "Sometimes you have to help people understand that there are going to be times you lose—

It's important to know when to keep pushing and when to acknowledge temporary defeat.

in one case it's a grievance, in the other, it's a game," he says. "But the most important thing is to keep trying, to keep fighting and doing your best."

Fitting it in

Sometimes Augustus has to fight simply to find time for all his activities. "It really helps to have a family that's understanding," he says. "And I try not to take too much time away from the family, scheduling some things for after the kids are in bed. The bottom line is, I have a lot of nights with just four hours sleep."

One great advantage of volunteering with youth sports is that Augustus can be with his own children as he coaches. All three of his sons play soccer, with the oldest, 13, also volunteering as a referee.

Although Augustus's life may seem overbooked to many people, he believes that his community activities provide a much-needed break. "Exercise is a wonderful way to work off stress," he notes. "And the whole change of scene, the chance to be outside and working with different ages of kids—it really wakes me up."

Several years ago Augustus discovered a volunteer job that always works as a tonic for him. A friend asked him to fill in coaching a group of kids for the Special Olympics. Today he works at least three hours a week with children with physical and emotional handicaps who want to compete in soccer, softball, basketball and bowling. "The time just flies by," he says. "It is such a joyous atmosphere." There are days, he says, when his hours with these children feel just like therapy. "It's so rewarding to see the smiles on all the faces, to feel the real appreciation of what you do."

A different image

Although Augustus enjoys his involvement in youth sports for its own sake, he also appreciates the opportunity such activities provide to spread the union message. "Around here we're a pretty close-knit community," he says. "So the carriers know I'm a coach and the parents know I'm a union steward. I think it gives people a positive image, something good to think about when they hear the words 'union' or 'shop steward.'"

The Rhode Island towns in which Augustus works and coaches are strong union towns, he says. "But even where unions are known and

respected, it never hurts to promote the union message," he says. Especially for young people just beginning their working lives, the idea that unions are a worker's best friend cannot be stressed often enough, Augustus believes.

A key part of both jobs is learning how to listen.

"When you think about it, the similarities between team sports and labor unions can really help you promote organized labor," he says. "Both are all about solidarity, working together to reach a common goal. And although some players may be stronger than others—and some people in the union may have more knowledge or skills—everybody has to pitch in to make it work." ■

Spotlighting stewards

Do you know a steward who has special skills, a unique perspective or an outstanding track record?

Let the NALC Activist know about such stellar stewards by writing to Editor Sue Dawson at NALC, 100 Indiana Ave., N.W., Washington, DC 20001.

Checklist for effective meetings

Branch meetings, whatever their size, demand certain kinds of skills. Whether it's a gathering of committee members, stewards or a regular branch meeting, leaders must pay attention to details in order to achieve the meeting's purpose.

Generally meeting leaders share three important responsibilities. The first is to guide the participants through the meeting in a logical, orderly pattern ending with the accomplishments of the meeting's purpose.

A second responsibility is to encourage and get participation when you and the group want it. The third is to maintain control of the meeting—to keep it on track and on time.

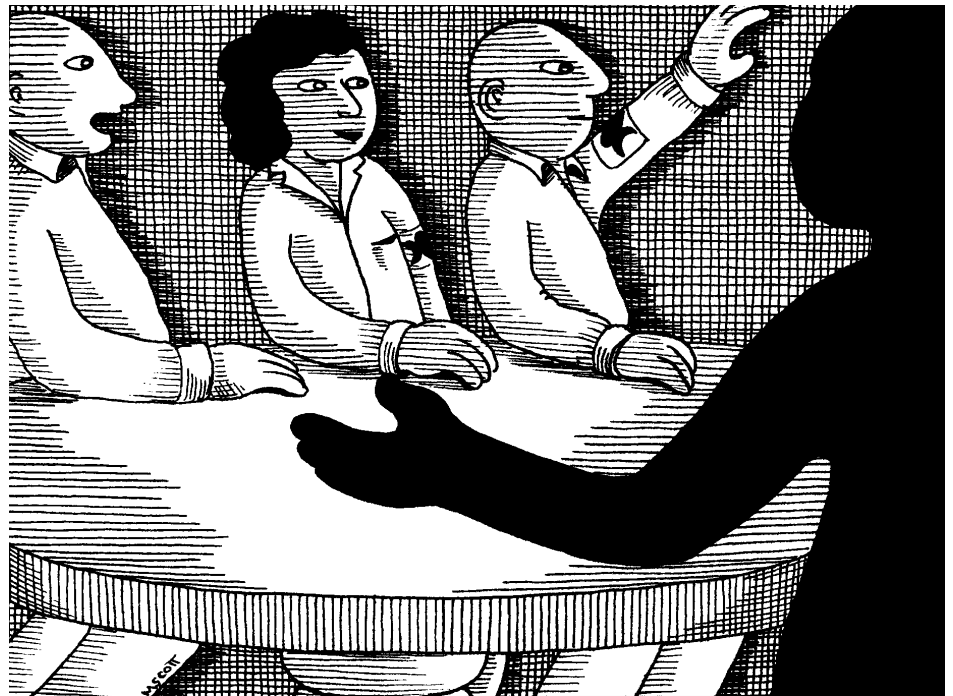
Remember that every meeting offers the opportunity for members to see the union in action. Even the most routine monthly branch meeting can do its part to mobilize members—or, in the worst-case scenario, to turn off members completely.

Pay attention to the tone of the meeting—are people treated with respect, are questions encouraged and answered as fully as possible, does the meeting run smoothly on democratic principles?

Do things happen—do participants leave with feelings of accomplishment?

If newcomers attend, are they welcomed? Do leaders make an effort to explain all agenda items thoroughly—or are new members left in the dark with the idea that a clique of insiders is running the branch?

Running an effective meeting takes a combination of experience and skill, but there's no reason why every



branch leader cannot achieve the goal of an orderly, controlled meeting that allows plenty of discussion and examples of democracy in action.

To assist leaders with this goal, here's a list of meeting do's and don'ts adapted from an article in the May 1992 issue of *Convene* magazine. Pay attention to these pointers as you plan and facilitate meetings.

- **DO** distribute meeting notices and agendas.
- **DO** plan and prepare the meeting content, both words and visual aids, if any.
- **DO** rehearse, especially if using visual aids.
- **DO** review the agenda and meeting objectives at the beginning of the meeting.
- **DO** encourage participation by asking open-ended questions.
- **DO** reinforce statements that are on-target with meeting objectives.

- **DO** maintain control of discussion by ignoring off-target remarks and restating relevant points of the agenda when discussion veers from objectives.

- **DO** summarize at the end of the meeting, stating conclusions that were reached and action steps to be taken (who is expected to do what and by when).

- **DON'T** act resentful when questions are asked. Rather, encourage questions and discussion when appropriate.

- **DON'T** monopolize discussion yourself. Rather, facilitate the meeting so everyone has a chance to participate.

- **DON'T** put people down in public. If you have problem participants, try to take them aside at some point and ask for their cooperation.

- **DON'T** come unprepared. It's worse than not coming at all. ■

Regional Training Seminars

Listed below are regional training and educational seminars scheduled to begin before November 1, 1998.

For more information, contact your national business agent.

Atlanta Region (Florida, Georgia, North Carolina and South Carolina)

October 23-24, North Carolina State Training Seminar, Boone, NC.
National Business Agent Matthew Rose, (954) 964-2116.

Dallas Region (New Mexico, Texas)

October 10-12, Region 10 Fall Workshop, Harvey Hotel (972) 929-

4500; request NALC \$74 S/D group rate), Irving, TX.

National Business Agent Gary Mullins, (972) 594-6252.

Minneapolis Region (Minnesota, North Dakota, South Dakota and Wisconsin)

September 12-13, South Dakota Fall Seminar, Pierre, SD.

October 18-21, Minnesota State Training Convention, Madden Lodge, Brainerd Lakes, MN.

October 31-November 1, Wisconsin State Training Seminar, Wisconsin Rapids, WI.

National Business Agent Barry Weiner, (612) 378-3035.

Pacific Northwest Region (Alaska, Idaho, Montana, Oregon, Utah and Washington)

September 23-26, Regional Training Seminar, Park City, UT.

National Business Agent Jim Williams, (360) 892-6545.

St. Louis Region (Iowa, Kansas, Missouri and Nebraska)

September 18-20, Nebraska Fall Training Seminar, Grand Island, NE.

October 18-20, Iowa Fall Training Seminar, Amana, IA.

National Business Agent Joe Miller, (314) 872-0227.

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