

# ACTIVIST

**NALC**

A NEWSLETTER FOR BRANCH LEADERS OF THE NATIONAL ASSOCIATION OF LETTER CARRIERS  
VOL. 14, NO. 2 SPRING 1999



*Alvin S.*

One arbitrator describes the LCA as a “sword of Damocles” hanging over the carrier.

## Last-chance agreements: Just cause still applies

Every NALC steward knows that when Postal Service management takes action to terminate a letter carrier, management is in effect handing down the equivalent of a death sentence—the maximum penalty it can impose. For that reason, NALC stewards and local officers fight hard against the unjust imposition of such discipline. However, many stewards have also experienced a situation in which even the letter carrier admits

that management’s action has some justification. These are cases in which a carrier’s misconduct has not been corrected by previous discipline actions; often, these cases involve substance abuse by the carrier in question.

Sometimes the only way an NALC representative can save a carrier’s job is to acknowledge the misconduct and work to negotiate a **last-chance**

*continued on page 2*

## Build union awareness in The next generation

Across the country, the labor movement is gearing up to revitalize organizing and unionizing efforts throughout the American economy. At the same time, labor leaders at national, state and local levels are recognizing the need to educate and recruit tomorrow’s workers. A number of innovative programs sponsored by unions and AFL-CIO central labor councils bring the union message to all ages of students, from kids in kindergarten to high-school seniors.

School-based programs aimed at

teaching about their labor movement have been around for years. A cover story in the Winter 1990 NALC

*continued on page 6*

### INSIDE

- Your contract ..... 9**
- Changes in FECA rules .. 12**
- Resources for stewards ..... 13**

## Last-chance agreements

*continued from page 1*

**agreement (LCA).** Accepted and signed by all parties, the last-chance agreement is usually a statement of certain conditions that the employee must fulfill in order to retain his or her job. For example, consider the case of a letter carrier who received progressive discipline for excessive absences, up to and including 14-day suspensions. The carrier's attendance record does not improve, and the carrier finally admits that a substance abuse problem exists. The NALC steward and postal management work with the carrier to craft an LCA that states that the carrier will enter an appropriate treatment program and also maintain a satisfactory attendance record. What constitutes a "satisfactory" record is clearly spelled out in the LCA.

Such agreements can, given the right circumstances, motivate employees to turn their lives around, overcoming problems that may threaten not only their jobs but also their relationships and even their lives. The role of the NALC steward in negotiating the LCA is that of counselor and helper, working with the employee to help achieve a solution to a problem that may have no other solution.

At the same time, however, NALC representatives must maintain a careful watch to ensure that the LCA is fairly monitored and administered. It is important to note that **last-chance agreements do not take away any employee's rights, especially the right to grieve discipline that is not for just cause.** Postal managers tend to act as if the existence of an LCA gives the Postal Service unfettered freedom to terminate any employee working under an LCA. However, a number of arbitrators have underscored the fact that management

must be able to prove that the employee intentionally violated the LCA and that the removal was for just cause.

This article provides a summary of arbitration decisions concerning LCAs, beginning with some basic principles from those decisions that addressing **the proper use of LCAs.** Next, a number of arbitrators have discussed the issue of **the arbitrability of discharge for violating an LCA.** Postal management often argues that employees who sign LCAs have waived their rights to appeal subsequent discharge through the grievance-arbitration procedure. However, arbitrators have not found such arguments to be convincing.

Finally, arbitrators have also ruled on **the necessity to assess just cause** in each case, regardless of the language of the LCA. Management cannot simply rely on a literal interpretation of the LCA, but rather must consider the particular circumstances surrounding any alleged violation of the LCA.

If an LCA is to be effective, it must meet certain standards. Arbitrators have overturned discharges for violation of LCAs because the arbitrators believed that the LCA itself was improperly constructed or administered. A regional arbitration award by Carlton J. Snow (C-09746) sets forth clear guidelines for LCAs. In this case, the grievant was discharged, management stated, because of her irregular attendance, unscheduled absences and incomplete tours. The grievant's record, reproduced in the award, was "intolerable," in the arbitrator's own words. However, Arbitrator Snow overturned the discharge and returned the grievant to work because he determined that management had acted inconsistently and conveyed an ambiguous message to the grievant.

The record showed that the griev-

ant had apparently agreed to two LCAs—one written and one oral. Testimony at the hearing about the nature of these LCAs revealed conflicting beliefs about what the LCAs meant and how they were applied.

In his award, Arbitrator Snow wrote, "Last-chance reinstatements can provide management with an effective tool for attempting to salvage a recalcitrant employee. By conditioning reinstatement on attaining satisfactory goals, the Employer has an opportunity to monitor an employee's progress with precision, and it is reasonable for management to conclude that, if an employee will not respond when a Damocles sword hangs above his or her head, the individual will not respond in more normal circumstances. Hence, removal probably would be justified.

**"If, however, a 'last chance' agreement is to be used, it must be used properly. It must be closely monitored.** By not enforcing a last-chance agreement, management lulls an employee into a false sense of security. If management does not

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follow through with its stated intent, an employee is led to believe that he or she only thought a sword hung above the individual's head but that management really intends to continue its lenient policies." (emphasis added)

Snow goes on to state requirements for LCAs: "The terms of the agreement must be clear and unmistakable. The agreement needs to incorporate specific performance requirements. There must be objective proof that the terms have been communicated by management to the employee. It is the duty of management, not the union, to explain these terms to the employee."

Because management did not adhere to these requirements, in Snow's view, the grievant may have known that an LCA had been fashioned, but had no clear understanding of the precise meaning of that agreement. Further, management continued to offer the grievant additional "last chances" beyond the limits stated in the LCA. Therefore, her discharge on the grounds of violating the LCA was improper.

Snow also points out that the LCA was signed by "individuals who played no part in this arbitration proceeding." None of the grievant's immediate supervisors had participated in fashioning the LCA, and her shop steward was also unaware of the existence of an LCA. Finally, it appeared as if the LCA that management relied upon to substantiate the discharge was not in writing, but rather was an oral agreement between the grievant and her supervisor.

NALC's Contract Administration Unit recommends, obviously, that LCAs always be in writing and that the agreement be signed by the grievant, the union representative and a properly authorized representative of management.

Another requirement for LCAs is stated by Arbitrator Gary Axon (C-1112), who writes, "The Arbitrator notes the last chance agreement Grievant signed has no firm date by which it would terminate. Last chance agreements without a termination date are not favored. Arbitrators generally hold that a last chance agreement must be limited to a reasonable period of time."

Concerning what constitutes a "reasonable period of time," NALC's Contract Administration Unit recommends that all LCAs be two years or less, from the date of initiation of the discipline being resolved. That is, if the Postal Service issued a letter of removal dated July 1, and subsequent meetings with the employee and union representative resulted in an LCA being instituted in place of the removal, the time that the LCA should run would begin on July 1. As stated in Article 16.10 of the National Agreement, "The records of a dis-

# USPS

## BY THE NUMBERS

| <u>USPS Operations—AP6 1999</u>                              | <u>Number</u> | <u>Chg from SPLY*</u> |
|--|---------------|-----------------------|
| Total mail volume year-to-date (YTD)<br>(billions of pieces) | 96.8          | 3.5%                  |
| <b>Mail volume by class (YTD in billions)</b>                |               |                       |
| <i>First-class</i>   | 49.2          | 3.6%                  |
| <i>Priority Mail</i>   | 0.6           | 9.8%                  |
| <i>Express Mail</i>  | 0.1           | 4.6%                  |
| <i>Periodicals</i>   | 4.7           | 0.2%                  |
| <i>Standard A (bulk)</i>                                     | 41.0          | 6.7%                  |
| <i>Standard B (parcels)</i>                                  | 0.5           | 0.4%                  |
| <i>International</i>   | 0.4           | -8.0%                 |
| Daily DPS letter mail volume (pieces)                        | 127 million   | 53.4%                 |
| <i>Percent of total letter mail</i>                          | 29%           | —                     |
| City routes with DPS mail                                    | 164,800       | 13.4%                 |
| <i>Percent of total</i>                                      | 98.3%         | —                     |
| Daily delivery points (millions)                             | 129.3         | -0.3%                 |
| <i>Percent city</i>  | 75.0%         | —                     |
| <i>Percent rural</i>   | 25.0%         | —                     |
| City carrier routes  | 167,669       | 0.4%                  |
| Rural carrier routes   | 62,790        | 4.6%                  |
| Net Income (\$millions, YTD)                                 | \$ 1,007      | -21.8%                |
| <i>Total Revenue</i>   | \$29,512      | 4.3                   |
| <i>Total Expense</i>   | \$28,504      | 5.6                   |
| <b><u>Employment/Wages—AP12/PFY 1998</u></b>                 |               |                       |
| City Carrier employment                                      | 244,449       | 1.8%                  |
| <i>Percent union members</i>                                 | 90.5%         | —                     |
| <i>Percent career employees</i>                              | 99.5%         | —                     |
| <b>City carrier casual/TE employment</b>                     |               |                       |
| Casuals  | 6,145         | 12.2%                 |
| <i>Percent of bargaining unit</i>                            | 2.5%          | —                     |
| Transitionals  | 1,322         | -62.2%                |
| <i>Percent bargaining unit</i>                               | 0.5%          | —                     |
| City carriers per delivery supervisor                        | 19.5          | 0.0%                  |
| Career USPS employment                                       | 800,281       | 3.7%                  |
| City carrier avg. straight-time wage                         | \$17.25/hr.   | 0.5%                  |
| City carrier overtime ratio (overtime/total work hours)      | 11.2%         | —                     |
| <i>Ratio SPLY</i>  | 12.7%         | —                     |

\*SPLY = Same Period Last Year

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

ciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of two years." Any LCA containing a time limit longer than two years would be in conflict with this contract provision and would present problems in enforcement.

### 'Waiving' rights

A number of arbitration decisions address an argument raised by man-

agement, that because the employee signed an LCA, the employee waived his or her rights to any further appeals, including the grievance-arbitration process or appeals to the Equal Employment Opportunity Commission or the Merit Services Protection Board. However, arbitrators have held that it is not possible for employees to waive their rights to the grievance-arbitration process regardless of what language may exist in LCAs. For example, Arbitrator Edwin R. Render (C-14949) notes that the LCA in that

case contained a sentence stating, "In the event that the removal is reissued, [the grievant] agrees to forego any appeal/complaint of the removal action in any form."

Render writes in response to this language, "The Arbitrator thinks that it would be inappropriate to apply the above-quoted language according to its literal terms. Surely the Service does not and could not argue that if the grievant were blatantly discharged for reasons of race, sex, national origin or union activity that this language would preclude any remedy

## Tell-tale signs of substance abuse

Because so many last-chance agreements involve employees who may have problems with alcohol or drug abuse, it's important that NALC stewards be familiar with the warning signs of these problems. Most often, the abuser will deny the problem, and other people may feel it's none of their business. Stewards, however, have a greater responsibility to help and protect the letter carriers they represent. Substance abuse not only puts the abuser's job at risk, it also threatens their relationships, their lives—and even the lives of other people around them. Here are some signs that a co-worker may be in trouble with alcohol or drugs:

### Attendance

1. Frequent absences, especially for colds, flu, gastritis, family problems and other questionable reasons.
2. Improbable excuses.
3. Frequent Monday-Friday absences.
4. Unexcused absences.
5. Tardy arrival, or leaving work early.
6. Long lunches or breaks.
7. Unexplained disappearances from the job.

### Personal Appearance

1. Smells of alcohol.
2. Slurred speech.
3. Bloodshot eyes, unfocused vision, glassy eyes.
4. Deteriorating personal appearance.
5. Observed use of alcohol or drugs.
6. Increased concern about family or marital difficulties, financial worries, poor health.
7. Dramatic change in appearance.
9. Looks tired, without sleep.

### General Performance

1. Jobs take more time.
2. Alternate periods of high and low productivity.
3. Missed deadlines.
4. Work requires greater effort.
5. Increased wasted material.
6. Increasing customer complaints.
7. Improbable excuses for poor job performance.
8. Cannot be depended on to be where they say they will be, or to do what they say they will do.
9. Blames others for personal problems.

### Peer Relationships

1. Altercations with others.
2. Avoidance of others, isolation on the job.
3. Over-reaction to real or imagined criticism.
4. Borrows money from co-workers, or wants to be paid early.
5. Wide mood swings.
6. Concerns and complaints raised by co-workers.
7. Emotional outbursts such as anger, tears, laughter.

Source: *Workplace Substance Abuse Advisor*, March 25, 1999.

whatsoever. There are cases holding that notwithstanding such an agreement, an individual can litigate constitutional and statutory rights and that some of these rights cannot be waived even with the consent of the union. Moreover, there is arbitral authority for the proposition that notwithstanding such a provision in a last chance agreement, **an arbitrator has the authority to determine whether the terms of the agreement are violated.**" (emphasis added)

Arbitrator Render's ruling stems from many previous cases, including a 1982 decision by Gerald Cohen (C-000239), in which Arbitrator Cohen writes, "Obviously, [the grievant's] agreement not to grieve is unenforceable because the National Agreement gives her the right to grieve.

Similarly, a provision in an agreement setting forth what constitutes just cause for dismissal is also unenforceable, because the final decision as to what constitutes just cause for discharge must be left to an arbitrator."

In a 1990 regional arbitration decision by Carl B. Lange III (C-10000), the arbitrator addresses management's claim that the grievant's discharge is not arbitrable because the grievant waived appeal rights by signing an LCA. Arbitrator Lange writes, "If the Service's position in that regard were to be upheld, the Service would then become judge, jury and executioner. Since the 'Last Chance Agreement' was worked out through the grievance procedure, the parties should have understood that final adjudication of whether there had been a violation of the Last Chance Agreement would take place in arbitration."

Regional Arbitrator Linda Klein (C-10846) similarly states, "The agreement not to grieve an action in the future is unenforceable for the reason that it ignores the right to grieve as set forth in the National

Agreement. The local parties do not have the authority to amend this contractual provision or to require a grievant to bypass rights granted through collective bargaining at the national level."

As a final note on the waiving of rights in LCAs, NALC representatives should note that the union can never waive an employee's rights to appeal to the EEOC or MSPB. Only the employee can waive those rights.

## Determining just cause

Another element of arbitrators' rulings is their assessment that arbitrators should always have authority to determine whether any discipline is for just cause. The fact that the grievant may have agreed to waive his or her rights to arbitration cannot touch the fact that it is the arbitrator's job to determine just cause. For example, Arbitrator Klein writes, "An agreement dictating that certain behavior automatically constitutes just cause for removal is likewise unenforceable. The grievance-arbitration procedure allows for other managers or an arbitrator to be involved in the decision-making process as it relates to the determination of just cause.

Despite the existence of a last chance agreement, the grievant is entitled to a review of the facts which occurred subsequent to said agreement for the purpose of determining the existence of just cause and the appropriateness of the penalty."

Regional Arbitrator Gerald Cohen (C-000239), in supporting the grievant's right to arbitration despite signing an LCA waiver, sets a standard for determining just cause in cases involving LCAs. The evidence which revealed that the grievant had incurred absences after signing an LCA that required "perfect attendance" from the grievant for a period of 120 days. Arbitrator Cohen

reviewed the circumstances surrounding each absence or tardy, and concluded, "Were it not for the last-chance settlement involved here, every absence that the Grievant had in the period in question would have been accepted as reasonable, and the Grievant would not have been criticized for them."

Arbitrator Cohen also writes, "To impose on the Grievant the requirement of perfection at the risk of discharge is to require her to live up to a standard which is almost impossible to keep, and which neither the National Agreement nor the Handbooks and Manuals require. Therefore, her discharge was not for just cause."

Arbitrator Axon, writing in C-1112, also addresses the specific circumstances leading to management's discharge of an employee who had signed an LCA. The carrier, who had signed an LCA with no specified termination date, had gone 14 months without violating any terms of the LCA, which required that he call into his supervisor if he anticipated being unable to finish his route by 5 p.m. Management claimed that the grievant's discharge was proper because the grievant had failed to make such a call at the appropriate time. Also, management claimed that a week later, the grievant had returned to the office with a tray of undelivered mail and had not reported that fact to management. This alleged act triggered the removal of the grievant.

In addressing these reasons for discharge, Arbitrator Axon noted that although the first reason for discharge, not calling in, would have been sufficient under the terms of the LCA, management did not act at that time to discharge the grievant. Rather, management acted at the time of the second instance, returning with a tray of undelivered mail. Arbitrator Axon concluded that management did not

consider the first instance, not calling in, as a removable offense. However, by relying on the second instance of returning undelivered mail, management failed to meet the standard of just cause because, as the union demonstrated at the hearing, other carriers had returned undelivered mail and had not been discharged. Also, the grievant had no history of returning undelivered mail; the problem addressed by the LCA was failing to notify his supervisor if unable to complete delivery by 5 p.m. Arbitrator Axon concluded, "In sum, the charges on which Postal Service relied to remove this Grievant do not rise to the level for which summary discharge is justified."

## Keeping a watchful eye

The traditional role of NALC stewards is to take every action necessary to protect the jobs of the letter carriers

they represent. It is in this spirit that stewards should regard last-chance agreements. There will always be cases in which a letter carrier admits that there is justification for discipline. The steward's job in such situations may be to craft an agreement that offers the carrier an alternative to "capital punishment"—that is, to removal.

However, stewards and local officers must realize that last-chance agreements do not give management absolute rights. The agreement itself must be reasonably constructed, in writing, with clear terms and a definite termination date. The employee signing the LCA must understand all of its terms—and management has the obligation to make such explanations.

Most important, however, is the fact that by signing such an agreement, carriers do not give up all rights to appeal. Arbitrators have ruled that a local agreement such as

an LCA cannot supercede the National Agreement, which provides the right to the grievance-arbitration process. Further, LCAs do not mean that management does not have to show just cause. Arbitrators have consistently held that each removal under an LCA must be examined on a case-by-case basis, with all extenuating circumstances taken into account.

Therefore, stewards and local officers should maintain a careful watch over the administration of any last-chance agreements made with letter carriers in their stations. Make sure that carriers fully understand the terms of such LCAs. NALC representatives should also be ready to take further action if management moves to implement any LCA, whatever the circumstances may be. As always, the NALC steward's first obligation remains to letter carriers, who deserve the full protection of the *National Agreement*. ■

## Last-chance agreements

*continued from page 1*

Activist profiled one such program sponsored by St. Paul, Minnesota Branch 28. Today, however, union leaders can take advantage of an even wider variety of efforts aimed at enhancing students' awareness of unions.

For example, in southeastern Pennsylvania, union-trained speakers come to schools to spread the word about deindustrialization, NAFTA, child labor and sweatshops. The Northeast Indiana Central Labor Council trains "shop stewards" for high school workers with jobs in fast-food restaurants and grocery stores. And "Adopt-a-Teacher" programs across the country offer training and union-developed curriculums to interested teachers.

One particularly successful pro-

gram transforms Los Angeles high schools into hotbeds of union organizing and collective bargaining, with local union leaders coaching students during a week-long simulation of these basic union activities. For two years, letter carrier Velma McClinton has served as a coach. The Van Nuys, California Branch 2462 member says the students respond enthusiastically to the week-long exercise. "By the time the simulation is over, the students are thinking about how important a union can be on the job," she says. "The program opens their minds to start looking for union jobs."

Although these programs require additional time and energy from NALC local leaders who may already feel overburdened, the experience of activists who have participated in such initiatives reveals that the payback is well worth the extra work.

"These types of programs are cru-

cial for providing education to the future workforce about the role and importance of unions," says Kent Wong, who helps coordinate the Los Angeles simulations as part of his job as director of the Center for Labor Research and Education at the University of California, Los Angeles. Adds Wong, "We shouldn't wait until they get on the job before starting union education."

At the same time, school-based union education helps the thousands of high school students who are already in the work force. "These kids are unorganized workers just like any other unorganized workers," explains Tom Lewandowski, president of the Northeast Indiana Central Labor Council. The Council's effort to educate these students about their rights on the job is one way to protect high school students, he says. "These students are one of the most exploited

parts of the labor market and need representation," he says.

But how do any of these efforts relate to the day-to-day lives of letter carriers? It's true that the Postal Service does not hire high-school students, but every NALC activist should realize that the continued strength and survival of NALC and every union depends on the commitment of the next generation. And it's never too early to begin building that commitment and concern.

Here, then, is a grab-bag of ideas for telling labor's story in the schools. A list of available resources appears below. Letter carriers who know teachers may want to suggest these ideas, which offer the opportunity to transform otherwise routine lessons into relevant and lively explorations of issues affecting all Americans.

## Play-acting with a purpose

It's one thing to listen to a lecture about the way unions work, but it's something else again to actually immerse yourself in a union campaign or a bargaining session. Recognizing that "learning by doing" is an especially effective way to teach, a coalition of Los Angeles teachers' unions developed a curriculum for high school students that places the students in the thick of things. Each year, teams of students become "workers" and "managers" negotiating a contract at a fictitious school, hospital or factory. The program, which began in 1991, involves dozens of high schools in the Los Angeles area and uses local union members as coaches.

"I volunteered to help after hearing the coordinator, Linda Tubach (a member of United Teachers-Los Angeles), speak at a central labor

council meeting," says Van Nuys Branch 2462 member Velma McClinton. McClinton, who is also a district officer for the NALC California State Association, recognized the need to reach students and let them know they can have a voice in the workplace.

"I can do the coaching on my days off," she says. "The kids work for a couple of days in the classroom with their regular teachers learning about unions and the collective bargaining process. Then I come in as a coach when they are ready to go to the table to carve out a contract."

Acting as a consultant, McClinton

helps students refine their goals and create charts that will track the progress of the negotiations. The consultants also offer advice during caucuses that both sides call during the bargaining process. "We usually reach an agreement," she says, noting that nearly all the students enter the process without any biases or stereotypes about either labor or management.

"These kids just don't seem to know anything about the world of work," she says. "I feel like what I do is really important because they need so much help, maybe now more than ever before."

## Resources for labor in schools

**N**ALC local leaders who are interested in beginning educational efforts with schools in their communities can turn to a number of publications and organizations that can offer a head-start.

■ ***Labor in the Schools: How to Do It!*** offers sample publications and materials, examples of projects and a resource list. A Teachers' Kit is also available. The booklet costs \$5; order from the AFL-CIO Department of Education, 815 Sixteenth St., N.W., Washington, DC 20006. (202) 637-5000.

■ ***Bringing Labor into the K-12 Curriculum.*** Published by the California Federation of Teachers, this booklet lists a number of labor curricula, successful labor projects, videos, teacher training programs and suggested readings for students. Free; contact the California Federation of Teachers, Labor in the Schools Committee, One Kaiser Plaza, Suite 1440, Oakland, California 94612. (510) 832-8812.

■ ***The Yummy Pizza Company: A Labor Studies Curriculum for Elementary Schools.*** This booklet outlines a 10-lesson plan to introduce the world of work to elementary school age students. It includes suggestions for extending the ideas contained in the curriculum and additional readings for students. \$3 for single copies, \$2 each for orders of 10 or more; order from California Federation of Teachers, One Kaiser Plaza, Suite 1440, Oakland, CA 94612. (510) 832-8812.

■ ***What Is a Union?*** By Althea. An illustrated booklet about how unions work that makes an excellent hand-out for speakers talking to elementary school age students. Copies are \$1.05 each; order from Interform, 2700 E. 55<sup>th</sup> Place, Suite 8, Indianapolis, IN 46220. (317) 253-3250.

■ ***Guest speakers and Adopt-a-School programs*** may be available from your Central Labor Council (AFL-CIO).

## Something for everyone

The Los Angeles project has required effort from many local unions and has taken a number of years to grow to its current size. Its founders, however, point out that less ambitious programs can be started in almost any location by using union-developed curricula written for almost every grade level. One such lesson plan is "The Yummy Pizza Company," developed by the Labor in the Schools Committee of the California Federation of Teachers. In 10 lessons that can be used with grades 1 through 5, students learn about the world of work, work-related problems and solutions.

To teach the value of unions, one lesson plan requires that the "boss" of a student-run pizza company demand that workers speed up production without any increase in pay. Students learn that they can take action against such unfair tactics by forming a union, striking, and bargaining a more equitable agreement. The lesson plans also incorporate a number of academic skills, including mathematical reasoning, reading comprehension, and writing. The curriculum, which builds on an idea developed by the International Brotherhood of Teamsters, is available for \$3 per copy from the California Federation of Teachers (see the box on page 7 for ordering information).

Less formal approaches that introduce students to the principles of unions and the labor movement include providing union-trained speakers who can present lively and informative presentations to students. The United Auto Workers, for example, sponsors a speakers' bureau that trains union members who can speak to groups of students about such issues as child labor and the effects of deindustrialization.

UAW member William Hill coordinates a speakers' bureau in southeastern Pennsylvania that began in 1981. Rank-and-file union members

receive basic training in public speaking at Pennsylvania State University's Department of Labor Studies. They then learn about issues that are relevant to youngsters in school today.

"Kids are shocked to hear about working conditions that exist today in other countries affecting children no older than themselves," Hill says. "We have several videos that we show, and then we lead discussions about child labor." These talks cover the benefits of unions and point out how child labor existed in this country as well, before the labor movement took action against such abuse.

"What makes our speakers especially effective is the fact that they are ordinary workers," notes Hill. "They tell the kids that they have taken the day off from their regular job to talk about work, and they can answer questions about what their own work is like and how the union directly benefits them."

## All activists welcome

Even without the benefit of formal training through a union speakers' bureau, concerned union members can play a similar role in schools in their own communities. "Almost every school plans some kind of Career Day," notes Fred Glass, communications director of the California Federation of Teachers and liaison to Los Angeles' Labor in the Schools Committee. "If you hear about a Career Day being scheduled in your own child's school, offer to speak about your own job—and be sure to talk about how the union has helped you." Glass notes that several pamphlets and publications are available that can be handed out to students as part of such a talk. (See the box on page 7 for details.)

Educators often talk about themselves as being planters of seeds. Just as every kindergarten student learns that a tiny seed can grow into a sizeable plant, teachers know that the germ

of an idea can take hold and blossom in students' minds. So even the slightest effort to impart awareness of unions can have far-reaching effects.

Van Nuys, California carrier and coach Velma McClinton knows firsthand the truth of these seemingly clichéd sentiments. "There was one student who went through the simulation exercise and really got into it," she remembers. "The next thing she did was a three-day seminar given by the central labor council, and then she went to a three-week training program on organizing that was put on by the Organizing Institute of the AFL-CIO." Now the girl, who has graduated from high school, is working with AFL-CIO organizers on the LA Expansion Project, an effort to organize workers at the LA Airport sponsored by the Organizing Institute and multiple unions in the LA area.

"The idea of unions—something she had never been exposed to before—really took hold with her," McClinton says. "I will bet that she will become a powerful and effective union leader, and it all started with one high-school project." ■

## What's your story?

Has your branch sponsored a program to teach schoolchildren about the labor movement? Do your members speak in schools or participate in "Career Day" or other career counseling events?

Share your story about links you may have forged with schools by writing the *NALC Activist*, 100 Indiana Avenue, N.W., Washington, DC 20001. Remember that the labor movement is only as strong as its members—and young people are entering the world of work every day. Spread the word about unions, and help these people achieve a better tomorrow.



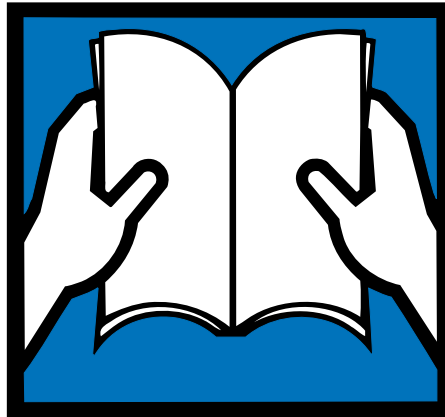
# Superseniority and stewards' rights

**B**ecause the NALC steward is really the eyes and ears of the union on the workroom floor, union representatives need to be especially vigilant whenever management takes action that affects the steward's work assignment. Language in the *National Agreement* offers special protection for stewards, including the provision in Article 17.3 giving stewards **superseniority**. Superseniority means that stewards cannot be involuntarily transferred from their regular tour, station or branch unless there is no job for which the steward is qualified on that tour, station or branch.

Existing contract language protecting stewards has been further strengthened and clarified by national-level agreements that specify that management is required to take whatever action is appropriate and necessary—including excessing the junior full-time carrier—in order to provide work for the steward. In other words, the steward's job is so critical that stewards are designated "last out" during any reallocation or relocation of the carrier work force.

However, other management actions can also affect stewards, as a recent regional arbitration decision points out. In this case (C-18839), the arbitrator ruled that management did not have just cause to transfer an NALC steward to another station by invoking the "zero tolerance" policy concerning workplace violence. This case underscores the importance of the steward and the necessity for NALC representatives to closely examine any management action that affects stewards.

In this case, the Postal Service had involuntarily transferred a steward away from his station for a 90-day



"cooling-off" period after another carrier filed a complaint of harassment against the steward. The complainant later recanted, but management refused to restore the steward to his station until the full 90 days had elapsed. Management also refused to allow the steward to begin work on another route on which the steward was a successful bidder until the 90-day period had ended. The arbitrator judged that both actions were in direct violation of the *National Agreement* and awarded compensation not only to the steward, but also to the local branch of the NALC for expenses the branch incurred to employ another steward to take over the transferred steward's duties during the involuntary reassignment.

## The facts

The circumstances leading to the arbitration were undisputed by both parties. On February 5, 1998 postal management transferred the grievant from the office at which he normally worked to another facility located 10 minutes away. The reason cited for this transfer was a complaint submitted by another employee who claimed that the steward had harassed the

employee by "egging" his car and other actions. The 90-day transfer was intended as a "cooling off" period as required by the Postal Service's district policy calling for "zero tolerance" of any incident construed as an "actual, implied or veiled threat." On February 23, the employee recanted his complaint, admitting that it was untrue. However, management suspended the grievant on March 13 for 14 days. Management later rescinded the suspension and paid the grievant for time lost.

Meanwhile, the grievant had bid on a new assignment at his home office. Although the grievant was the successful bidder, postal management refused to allow the grievant to begin his new assignment until the entire 90-day period had elapsed, but rather continued his assignment at the office that he had been transferred to. Therefore, the grievant did not begin the new route until May 6, 1998.

The NALC grieved the involuntary transfer as a violation of Article 17, Section 3, which sets forth the steward's right to superseniority, and also grieved the delay in beginning the new assignment as a violation of Article 41.1.C.1 which states in part that a "successful bidder must be placed in the new assignment within 15 days." Both grievances proceeded to arbitration, where they were combined after the parties agreed that the cases arose out of the same series of incidents.

## NALC position

The union advocate brought out the fact that the steward had been involuntarily transferred in violation of Article

17.3. No exception is permitted to this provision except when there is no work available at the steward's station for which the steward is qualified. That situation did not exist; rather, management chose to involuntarily transfer the steward for reasons dictated by a unilateral management policy.

Further, the employee whose complaint had prompted management's action withdrew the complaint and admitted that the charges against the steward were not true. However, management did not allow the steward to return to his office. In fact, even after the employee recanted, management went on to impose a suspension on the steward, although that suspension was later rescinded.

Finally, management persisted in its wrongful action by refusing to allow the steward to begin work on a

**The arbitrator viewed contract language on superseniority as a very strong contract provision.**

new assignment on which the steward was the successful bidder. The contract requires that successful bidders must be placed on their new assignment within 15 days. In this case, management kept the steward away from his new assignment for more than 80 days.

As remedy, the union requested that the grievant be paid travel expenses and travel time for the extra

distance to the involuntary assignment. Also, the grievant should receive payment of lost overtime calculated on the difference between the average overtime at the grievant's home office and the office to which he was transferred. The union also asked that the grievant be paid \$100 per day for each day he was not allowed to work his bid assignment, and out-of-schedule premium pay for all hours worked on the involuntary assignment. Finally, the union demanded that management compensate the local branch for its costs in employing an additional steward to cover the grievant's steward duties at his home office during the period of his involuntary transfer.

## USPS position

The Postal Service advocate acknowledged that the grievant's involuntary transfer was in violation of Article 17.3, but claimed that other obligations under the contract superceded that language. Article 3, stating management rights, gives the Postal Service "wide discretion" to "maintain the efficiency of operations" and determine appropriate disciplinary action. Also, Article 14 requires that management maintain a safe working force.

Due to the nature of the complaint against the grievant, management claimed it was justified in separating the complainant and the grievant. Its actions were also justified by the Postal Service's "zero tolerance policy" which gives postal management the authority to take immediate and emergency action in situations involving threats of harm or violence.

## The arbitrator rules

Before taking up the issue of the Postal Service's rights with respect to its zero tolerance policy, the arbitrator

first reviewed the facts to determine if management had in fact violated the contract. As the arbitrator saw it, the language of Article 17.3 clearly states only one exception to the prohibition against involuntary transfer of stewards. That exception is "unless there is no job for which the employee is qualified on such tour or in such station or branch or post office."

Because the language is so clear, the arbitrator viewed Article 17.3 as a very strong contract provision. Its meaning is unequivocal. As the arbitrator wrote, "The exception or exclusion placed in Article 17.3 is a clear example of the rule of construction in the law known as *inclusio unius exclusio alterius*. This rule means that if you include only one of a possible series of things, you exclude all others. Thus, in this case, all other exceptions are excluded."

Therefore, the arbitrator stated,

**The Service implemented its zero tolerance policy unreasonably and without justification.**

management had clearly violated Article 17.3.

The next question is whether management was at all justified in this violation. The facts, however, reveal that even if a threat might have existed at the time of the transfer, that threat had been removed—exposed as phony—within 18 days. Neverthe-

less, management went on to suspend the grievant. Although the suspension was rescinded, management did not terminate the involuntary transfer. As the arbitrator wrote, “The employer simply refused to terminate its zero tolerance ‘remedy’ at the time that it was discovered that no such cooling-off period of the grievant was necessary due to the recantation of the complaint. The arbitrator finds the actions of the employer to have been extraordinarily unreasonable and must assume they were also intentional actions. This raises the specter of punitive action by the employer.”

Due to the fact that the complaint against the grievant was recanted, the arbitrator determined that the instant arbitration did not need to address the issue of whether the “zero tolerance policy” justified a breach of the contract. Rather, the sequence of management actions revealed an unreasonable and possibly punitive intent toward the grievant.

In addition, the arbitrator found that the Postal Service also violated the contract by refusing to assign the grievant to his new assignment within the 15 days specified in Article 41.1.C.1. Again, the only defense of this action offered by the Postal Service was its invocation of the zero tolerance policy, which was not even an issue based in reality.

Concerning this policy, the arbitrator wrote, “This opinion is not meant to be critical of the ‘zero tolerance policy’ of the Service. It appears that it may provide salutary benefits both to the Service and to its employees when applied correctly and reasonably.

“This arbitrator, however, believes and finds that the Service implemented its policy unreasonably and without justification. There is some evidence that the policy was invoked in a unilateral manner, without discussion by the union, and without giving any credence to the grievant’s denial

at the single meeting held on the subject. This was hardly due process as we know it but more like a declaration of martial law when constitutional and civil rights are put aside.”

The arbitrator saw clear parallels between martial law and the zero tolerance policy, writing, “Martial law has been abused for unlawful purposes so many times in world affairs that it is recognized as a first sign of tyranny. The ‘zero tolerance policy’ has the potential to be abused in much the same way, in an effort by the employer to do what it perceives to be the correct act *at all costs*, and

**Rhetoric about zero tolerance should not replace basic concepts of fairness, equity and due process.**

to do it quickly without thought or reasonable consideration.”

In finding for the union, the arbitrator decreed that the Postal Service should pay travel time, travel expenses and lost overtime as requested by the union, plus an additional \$50 for each day the grievant worked outside his bid assignment. The arbitrator also stated that the Postal Service should compensate the NALC branch for its expenses in replacing the steward.

### Note to stewards

The first and strongest lesson to be learned from this case is that manage-

ment cannot on a whim decide to ignore the steward’s superseniority. Article 17.3 is, as this arbitrator noted, one of the strongest and clearest provisions in the contract, and justly so. Stewards are critically important on the workroom floor, and can be transferred only when there is absolutely no work remaining for them to perform.

This case also raises the issue of whether management can justify a clear contract violation by citing the “zero tolerance policy.” In this case, the circumstances made it obvious that management was invoking the policy totally without reason, as the initial complaint raising the specter of workplace violence was proven to be false. However, even if there is some authentic basis for concern about workplace hostility or violence, the arbitrator here emphasizes that the zero tolerance policy must be applied with **thought** and **reason**, not simply as a knee-jerk response to the slightest perception of harassment. If management does not use reason and due process in applying this policy, then the policy becomes nothing more than a form of martial law, the ruthless weapon of tyrants throughout history.

NALC stewards should therefore be prepared to challenge management’s unilateral imposition of “remedies” that are cited as being a necessary part of the Postal Service’s zero-tolerance policy. Whatever the situation, all parties deserve a fair and full hearing, with all circumstances examined carefully and decisions made on a case by case basis. As the front line of the NALC, the eyes and ears of the union on the workroom floor, stewards must ensure that rhetoric concerning zero tolerance does not replace established and mandated concepts of fairness, equity and due process. ■

# OWCP issues new regulations

**N**ALC stewards and local officers who help letter carriers deal with the often-confusing demands of the Office of Workers' Compensation Programs perform a highly valued service. It is no easy job to pick your way through a jungle of red tape, making sure every requirement is satisfied to ensure that ill or injured carriers receive the compensation they deserve.

As if the job wasn't difficult enough, the OWCP has just published new regulations for the administration of the Federal Employees' Compensation Act. The new regulations, which took effect January 4, 1999, are the first changes since a major overhaul of the regulations in 1987. The most noticeable difference is that now the regulations are published in a question and answer format, a style intended to make the rules more reader-friendly and easily comprehended.

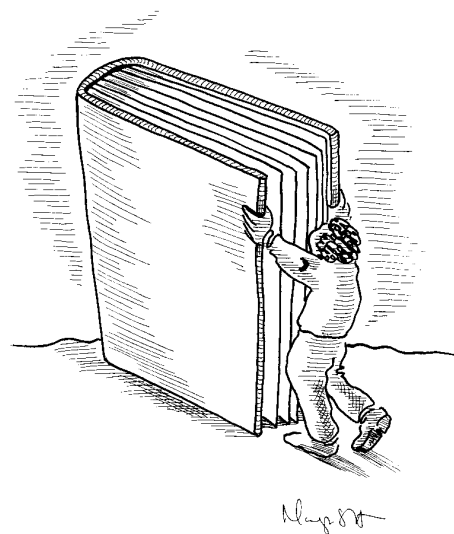
The content of the regulations has also changed, with dozens of revisions ranging from the change of a single word to the addition of significant new language that can impact the way that NALC representatives currently work with carriers' claims. There are too many changes to list here; what follows is a summary of the most significant changes.

## Change for the better

Several major changes promise to make the process of obtaining compensation just a bit easier for carriers and the NALC representatives that assist them. For example, in **Section 10.7 (a)**, the employing agency is prohibited from modifying OWCP forms or using substitute forms. In

some postal facilities, management had the bad habit of issuing its own "OWCP form" which sometimes required extra information or left off critical questions needed to process the claim. *Now all managers must provide the official forms and cannot revise or rewrite them.*

A second improvement is contained in **Section 10.506**, which states that the employing agency may contact an employee's physician **in writing** concerning the employee's work limitations and possible job assignment—but **the employer is prohibited from contacting the attending**



**physician "by telephone or through personal visit."** As many NALC representatives can attest, some Postal Service managers have taken extremely adversarial positions with respect to the employee's doctor, and have called or visited the doctor expressly to badger the doctor about his or her recommendations. In some cases, the supervisor would ask for an appointment with the employee's physician and bring along a postal

inspector, who would sit in a corner and looked threatening. This intimidation tactic is now no longer available to management.

Another positive development is the requirement, stated in **Section 10.110**, that the employing agency must give an employee a copy of **both sides** of Form CA-1 (notice of injury) or Form CA-2 (notice of occupational disease) in addition to the Receipt of Notice that accompanies these forms. With this change, carriers and their representatives will now be able to read the comments made by the supervisor which appear on the reverse side of those forms.

Another change that benefits employees is the requirement, in **Section 10.300 (d)**, that the employing agency must advise an injured employee of the right to his or her initial choice of a physician. Stewards should also note that the new regulations still requires, in **Section 10.211 (b)**, that management advise an injured employee of the right to elect COP (continuation of pay). Other changes that benefit employees include the provision in **Section 10.508** that an employee terminated from the employing agency's employment rolls who has relocated will be notified that relocation expenses are payable if OWCP makes a finding that a job offer is suitable. Also, **Section 10.500(b)** codifies what has always been an unwritten consideration—that when OWCP determines what constitutes "suitable work" when an employee returns to work after an injury, OWCP now includes as a factor in the determination "whether the work is available within the employee's demonstrated commuting area."

Another change appears in **Section 10.518**, which adds registered nurses working under OWCP direction to the list of approved vocational rehabilitation services. However, OWCP may apply sanctions if an employee refuses to cooperate with an OWCP-assigned nurse, as described in **Section 10.519**.

**Sections 10.809** and **10.810** contain changes in OWCP's medical fee schedule, which has been expanded to include pharmacy and inpatient hospital bills. As is true for OWCP's fee schedule for physicians, which was established in June 1986, any medical provider is prohibited from requesting reimbursement from the employee for amounts over the approved fee schedule.

## On the downside

NALC representatives should note, however, that not all the changes incorporated into the new regulations are favorable to employees. One of the most significant changes appears in **Section 10.205(a)(3)**, which cuts in half the time frame for an employee to begin using COP following an injury, or using any remaining COP days after disability recurs following the employee's first return to work. This time frame had been 90 days; the new regulations reduce the time to 45 days.

Another change in time limits occurs in **Section 10.210(b)**, which reduces the amount of time an employee has to submit medical evi-

dence to the employing agency supporting disability for work. The previous time frame was 10 work days; the new limit is 10 **calendar** days.

Also, **Section 10.300(b)** states that the employing agency is not required to issue a Form CA-16 (authorization for medical care) more than one week after the occurrence of a claimed injury. Stewards should note, however, that the new regulations still require that management issue Form CA-16 within four hours of a claimed injury (also in **Section 300(b)**).

NALC representatives should also note that the new regulations change the procedure for requesting a postponement of an oral hearing with an OWCP representative, which appears

*continued on page 14*

# Summary of major changes in regulations

**B**elow is a listing of major changes that have been made in the new FECA regulations. This list, organized by section, does not contain all the changes.

**10.9 (a):** The employing agency is prohibited from modifying OCWP forms or using substitute forms.

**10.110:** The employing agency must give an employee a copy of both sides of Form CA-1 (notice of injury) or Form CA-2 (notice of occupational disease) in addition to the Receipt of Notice that accompanies these forms.

**10.205(a)(3), 10.207(c):** The time frame for an employee to begin using COP following an injury or using any remaining COP days after disability recurs has been reduced to 45 days (formerly 90 days).

**10.210(b):** The time frame for an employee's submission of medical evidence to the employing agency supporting disability for work has been reduced to 10 calendar days

(formerly 10 work days).

**10.300 (b):** The employing agency is not required to issue a Form CA-16 (authorization for medical care) more than one week after the occurrence of a claimed injury.

**10.300(d):** The employing agency must advise an injured employee of the right to his or her initial choice of physician.

**10.500(b):** The factor of "whether the work is available within the employee's demonstrated commuting area" is now specifically included in OWCP's determination of what constitutes suitable work.

**10.506:** The employing agency is prohibited from contacting an attending physician by phone or personal visit. The agency can contact the physician in writing concerning the employee's work limitations and possible job assignments.

**10.508:** A terminated employee who has relocated will be notified that relocation expenses are payable if

OWCP makes a finding that a job offer is suitable.

**10.518:** Registered nurses working under OWCP direction are included in the definition of vocational rehabilitation services; and OWCP may apply sanctions if an employee refuses to cooperate with an OWCP-assigned nurse.

**10.615:** OWCP hearing representatives may now conduct an oral hearing by telephone or teleconference.

**10.622:** Postponement of an oral hearing must be requested before the hearing is scheduled; otherwise, a postponement can only be requested in cases of the employee's non-elective hospitalization or the death of an immediate family member.

**10.809 and 10.810:** OWCP's medical fee schedule has been expanded to include pharmacy and inpatient hospital bills. A medical provider is prohibited from requesting reimbursement from the employee for additional amounts.

## Help for carriers who care for aging parents

One of the many hats that the NALC steward wears is that of counselor and friend-in-need. Many times letter carriers will experience stress and difficulties with their families or other aspects of their personal lives that ultimately impact their job performance. An alert and sensitive steward can help such carriers balance work and family responsibilities and in the process ward off potential problems on the job that could affect the carrier's livelihood.

Many stewards may resist the idea of offering such help to carriers, believing that a carrier's life away from the job is really none of the steward's business, or that expressing concern about a carrier's problems is too "touchy-feely" and not an appropriate business-like approach. However, stewards who make the effort to reach out to carriers with off-the-job problems discover that they are actually enhancing the strength and effectiveness of the union to deal with more traditional concerns. When stewards take an active role to help carriers, everyone begins to see the union as more than simply an insurance policy against potential dis-

cipline. Rather, NALC and its representatives become an important, relevant feature of day-to-day life on the workroom floor. As a result, carriers are more likely to support the union and seek increased involvement with NALC activities.

**When stewards reach out to help carriers, the union becomes more relevant to day-to-day life.**

So why should stewards focus on the problem of caring for aging parents? One reason is that we are rapidly turning into a nation of caregivers for people who are living longer with more disabilities. In 1994 the number

of people over 65 was 33 million, and there were 3 million people over the age of 85. Failing memory, hearing and eyesight are common problems with people who are surviving cancer, stroke and heart attacks that would have killed them outright 20 years ago. Nowadays we lose our parents bit by bit. A Canadian study predicts that in 2000—just a year away—more than 77 percent of all employees will have some responsibility for elderly relatives.

Caregiving for the elderly covers a wide range of situations. Some people must make long-distance arrangements; others wrestle with the decision to take a parent into their own home. In almost every case, emotional, financial or logistical pressures place a burden on the person assuming caregiving responsibilities. There are several ways that stewards can help in such situations.

The first is simply to express concern. Many times, people who are coping with a stressful situation, such as the need to care for aging parents, believe that they are alone, isolated with their problem. By offering empathy and understanding, stewards

*continued from page 14*  
in **Section 10.622**. Previously there were no restrictions on requesting a postponement. Now any postponement must be requested **before the hearing is scheduled**. The only circumstances in which a postponement will be allowed after the hearing is scheduled would be in cases of the employee's non-elective hospitalization or the death of an immediate family member.

Also, **Section 10.615** provides that OWCP hearing representatives may

now choose to conduct an oral hearing by telephone or teleconference. The OWCP rep makes this decision. Experienced NALC compensation experts know that there are advantages in having the OWCP rep actually meet the employee; on the other hand, a telephone conference may be more convenient for all parties.

The new regulations were published in the *Federal Register* on November 25, 1998 (63 FR 65284) under 20 CFR (Code of Federal Regulations) Parts 10 and 25. The enumerated changes in this

article should be cited, for example: 20 CFR 10.7 (a).

A copy of the new regulations has been sent to each NALC National Business Agent and will be included in a forthcoming revision of the NALC's *Injury Compensation Manual* (currently in process). The regulations also appear on the OWCP web site at [www.dol.gov/dol/esa/public/owcp\\_or\\_g.htm](http://www.dol.gov/dol/esa/public/owcp_or_g.htm). Questions about specific cases and application of the new rules should be addressed to your NALC National Business Agent. ■

underscore the fact that the union connects and supports all carriers.

Also, by approaching these carriers with sympathy, stewards provide the opportunity to open up a dialogue that may reveal specific needs that the union can help satisfy. For example, carriers may not know that in certain circumstances they may be entitled to leave under the Family and Medical Leave Act to care for parents and other elderly relatives.

Another role for stewards in such situations is to provide information and guidance to appropriate resources. Obviously, stewards cannot become experts on every facet of problems that carriers may face as they deal with elderly relatives. And stewards should resist the impulse to offer direct advice or persuade carriers to take specific actions, such as placing a relative in a nursing home. Rather, the steward should be able to point to some useful sources of information that the carrier can access while weighing such decisions. Here are some suggestions for further help:

**Area Agencies on Aging.** Created in 1973 under the OlderAmericans Act, the Area Agencies on Aging address specific needs and concerns of all Americans over 60. Currently there are 670 offices serving cities, counties and multi-county districts. Services provided by these agencies vary from area to area, but all provide assistance in four basic areas: *in-home services*, which can include home-delivered meals, housekeeper services, in-home health visits, and home-maintenance services; *community services*, including senior community centers, day-care sites, legal aid and tax services; *access services*, such as transportation, assistance in finding housing and outreach programs for seniors who may qualify for aid programs such as Medicaid or food stamps; and *services for individuals in long-term care facilities*,

including individual counseling within the facility, case work, visitation and escorts to activities outside the facility.

To locate the nearest Area Agency on Aging, which may have a different official name from locality to locality, individuals should call their state's Office or Commission on Aging, located in the state capital. These state agencies can also provide useful information on state programs for the elderly that may offer additional assistance or services.

**A role for stewards is to provide information and guidance.**

***Aging Parents and Common Sense*** is a free, 56-page booklet listing addresses and telephone numbers of organizations that offer information and services to the elderly, from the Alzheimer's Association to the National Academy of Elder Law Attorneys. Available from the Equitable Foundation, 787 Seventh Ave., Box B, New York, NY 10019.

***The Do-Able Renewable Home*** is a 44-page manual on retrofitting a house for an older person with physical limitations. Another useful booklet is ***Staying at Home: A Guide to Long-Term Care and Housing***, concerning finding and paying for in-home services. Both booklets are free from the American Association of Retired Persons (AARP) Fulfillment Center EEO1011, 601 E

St., N.W., Washington, DC 20049. The AARP also sells a 25-minute video, ***Survival Tips for New Caregivers***, for \$4. Order from AARP Program Resources Department, P. O. Box 51040, Washington, DC 20091.

***Directory of Accessible Building Products*** is a 71-page guide listing household items for the disabled, from barrier-free showers to stairway lifts. Cost is \$4; write the NAHB Research Center, 400 Prince George's Blvd., Upper Marlboro, MD 20774.

**National Council on Aging** (NCOA) is a membership association for professionals, organizations, volunteers and individuals who provide care and services to older persons and their families. NCOA contains divisions offering information and resources on financial issues, services, adult daycare, and other issues, and publishes a magazine, ***Perspectives on Aging***. Write NCOA, 409 Third St., S.W., Second Floor, Washington, DC 20024 or call 202-479-1200.

**National Institute on Aging** conducts and supports research, training, information dissemination and programs related to aging. Write the Institute at 9000 Rockville Pike, Bethesda, MD 20892 or call 800-222-2225.

**National Association of Professional Geriatric Care Managers** offers referrals to professionals (generally social workers, psychologists or nurses) who specialize in assisting older people and their families with long-term care arrangements. A geriatric care manager may be a solution if the caregiver lives far from the aging relative. Managers can provide initial needs assessments and arrange and supervise a variety of care arrangements. They usually charge by the hour. Write the Association at 1604 North Country Club Road, Tuscon, AZ 85716 or call 602-881-8008. ■

# Regional Training Seminars

Listed below are regional training and educational seminars scheduled to begin before August 1, 1999. For more information, contact your national business agent.

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

April 25, Florida State Association District Four Meeting, Sea Turtle Inn, Jacksonville, FL.

June 17-19, Florida State Association Convention, Wyndham Resort, Ft. Lauderdale, FL.

June 12-13, Georgia State Association State Training, N.E. Atlanta Hilton, Atlanta, GA.

June 18-19, North Carolina State Association Convention, Holiday Inn Four Seasons/Koury Convention Center, Greensboro, NC.

National Business Agent Matthew Rose, (954) 964-2116.

## **Denver Region (Arizona, Arkansas, Colorado, Oklahoma and Wyoming)**

October 2-3, Regional Training Seminar, Little America Hotel, Flagstaff, AZ.

National Business Agent Gil Barela, (501) 847-4011.

## **District of Columbia Region (Delaware, District of Columbia, Maryland, Virginia and West Virginia)**

April 11-13, Branch Officers Training, Glade Springs Conference Center, Daniels, WV.

National Business Agent Richard Gentry, (757) 431-9053.

## **KIM Region (Indiana, Kentucky and Michigan)**

May 16-18, Michigan State Convention, Gaylord, MI.

May 28-30, Indiana State Convention, French Lick, IN.

June 13-15, Kentucky State Convention, Bowling Green, KY.

National Business Agent Ron Brown, (810) 589-1779.

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

April 8-10, South Dakota State Convention, Kelly Inn, Yankton, SD.

April 23-24, North Dakota State Convention, Bismarck, ND.

April 26-30, NALC Region 7 Regional Training Seminar, Holiday Inn Metrodome, Minneapolis, MN.

May 14-16, Wisconsin State Association Spring Training Seminar, Heidl Haus, Green Lake, WI.

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

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

March 31-April 3, Oregon State Steward's College

April 28-30, Utah State Steward's College

May 5-7, Washington State Steward's College

May 11-13, Idaho State Steward's College

June 6-8, Montana State Steward's College

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

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

May 2-4, Iowa State Convention and Training Seminar, Holiday Inn, Fort Dodge, IA.

June 11-13, Missouri State Convention and Training Seminar, Osage Beach, MO.

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

# ACTIVIST

NALC

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