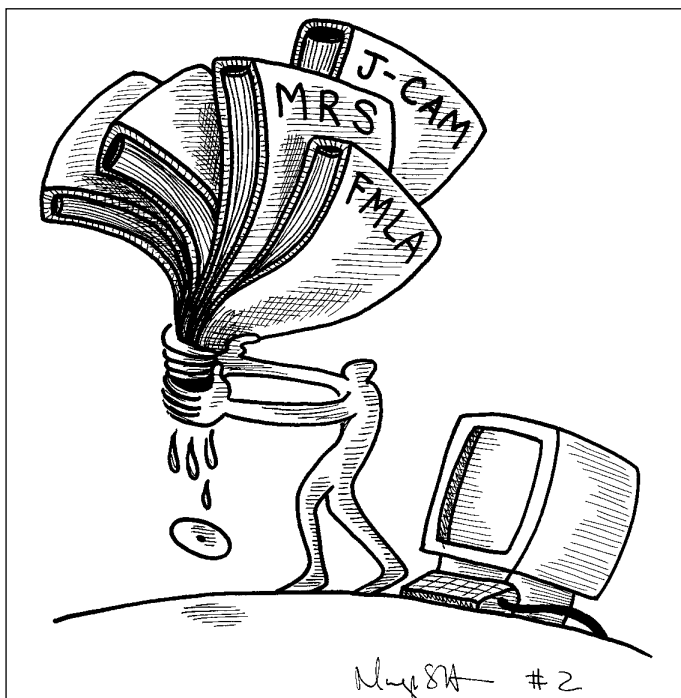


ACTIVIST

NALC

A NEWSLETTER FOR BRANCH LEADERS OF THE NATIONAL ASSOCIATION OF LETTER CARRIERS
VOL. 14, NO. 3
SUMMER 1999



Enforce contract with new e-tools

The old saying that knowledge is power is especially true for NALC representatives. Every steward and local officer understands that knowledge of the *National Agreement* is the best weapon to protect letter carrier rights. Effective representatives realize that they should also know as much as possible about other resources, including the vast body of national and regional arbitration decisions and settlements. By demonstrating such knowledge as early as possible in the grievance process, stewards and local officers can often resolve grievances at Step 1 or even earlier.

But representatives are already overburdened with responsibilities and demands. The day simply isn't long enough to accomplish all the essential duties of the job.

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OSHA change boosts safety efforts

For many years, NALC stewards have struggled to ensure that all letter carriers have a safe, hazard-free workplace. Realizing this goal, however, has often been difficult in the face of postal management's seeming indifference to safety issues. Now, however, union representatives can take advantage of a significant change in the Occupational Safety and Health Act that is lighting fires under management across the country.

The Postal Service, as a result of revisions in OSHA that became law in September 1998, can now be fined

and subject to criminal prosecution for OSHA violations. Prior to this revision, the Postal Service could be cited for such violations, but unlike other employers, USPS was exempt from any penalty. That loophole has now been closed, and NALC representatives are learning that with money as a motivator, management is becoming more safety-conscious.

"It's unfortunate that the Postal Service is only now taking OSHA seriously because it can be fined," says Danbury, Connecticut Branch 363 president George Paul, who is

also a member of the NALC-USPS joint safety and health committee for USPS's Northeast Area. Paul notes

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Safety

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that now more than ever, union representatives must make every effort to raise letter carriers' awareness of safety and health issues.

"Although the law exists and the Postal Service can be fined, managers are still primarily reactive—only responding when there is a real possibility that OSHA representatives will visit the facility," Paul says. "It's up to us, as proactive union leaders, to put the heat under managers so that safety and health problems can be resolved quickly and permanently."

In this story, NALC local leaders talk about the ways they are working on safety and health issues in their branches. Primary means for pursuing such goals are **reactivation of joint safety and health committees**, which are mandated by the *National Agreement* in postal facilities having 50 or more employees; **creation of union-only safety and health committees and safety representatives** as a non-threatening forum for carriers to talk about their concerns; and **training all carriers on safety and health issues** using such methods as stand-ups, reports at branch meetings and branch newsletter articles

None of these methods are new; previous articles in the *NALC Activist* have focused on such efforts at a number of branches (see, for example, front-page stories in the Winter 1996, Spring 1992 and Fall 1989 issues). What is different, however, is the fact that union activists have a new, powerful hammer to hold over managers' heads—the threat of turning in an OSHA complaint that may result in fines for the Postal Service. "We all know the story," says New York, New York Branch 36 safety officer Eileen Heege, "Money talks. So finally, managers are beginning to listen when we speak up about safety."

Powerful union image

Effective NALC representatives have always recognized the importance of strong efforts to promote the safety and health concerns of letter carriers. By focusing on these issues, local union leaders remind all carriers and management that the union is devoted to the protection of the carriers it represents. At the same time, safety and health can also be a powerful **organizing** issue. Effective

“**Now an OSHA complaint may result in fines for the Postal Service.**”

branch leaders can build on such concerns not only to draw more carriers into the union but also to "unionize" members who may not previously have taken an active role in the branch.

Remember also that an NALC branch that actively promotes safety and health creates a strong, positive image for itself—not only with members, but in the community at large. Safety programs and activities can be good ways to create favorable publicity for the union, and may also lead to the formation of community alliances that can add strength to all kinds of branch efforts.

"You know that people like their letter carriers," notes O.D. Elliott, president of West Coast Florida Branch 1477. "So if we can present

problems that carriers may be having—like hazardous traffic, vicious dogs or driving on recapped tires—the public will be concerned and supportive." Such interest, Elliott notes, can also put pressure on postal management to remedy unsafe situations.

However, Elliott and other branch leaders are also quick to point out that in many cases, a proactive approach aimed at **educating** both management and carriers can have a lasting effect. "Threats and filing OSHA complaints are last-resort kinds of things," notes Danbury's George Paul. "It's good to have that kind of back-up, but ideally you want to resolve problems as soon as possible and help management see that concern about carrier safety and health is really a win-win situation. And that can take work."

Commit to committees

NALC safety activists believe that the best place to begin making improvements is with the existing **joint safety and health committee**. Article 14, Section 4 of the contract states that such a committee must be

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established at each postal installation having 50 or more employees. The contract also states that formation of such committees at smaller installations is encouraged. The committee is to meet at least quarterly on official (paid) time, and should have equal representation from both the union and management.

Duties of the committee, as stated in Article 14, include reviewing progress in accident prevention and health, determining which program areas should receive additional emphasis, and investigation of major accidents. The joint committee should also review all safety and health suggestions as well as reports of unsafe conditions, review the updated list of hazardous materials used in the station and check on local dog-bite prevention efforts.

Several branch leaders recommend that the committee can maximize its effectiveness if it meets once a month, rather than once a quarter. "We have mobilized the joint committees in the Northeast Area to become much more active," says Danbury's George Paul. "Everyone on the committee gets eight hours of training that includes how to recognize safety hazards as well as how to run a committee effectively."

A major stimulus for these committees was the regional joint safety and health committee's decision to hold "Town Hall" meetings throughout the Northeast Area for all joint safety and health committees within a 50-mile radius. These open meetings, directed by members of the area committee, aired a number of long-standing safety concerns. "People began to recognize the value of the joint committee and the ways that it could be more effective to get things done," Paul noted.

Other branch leaders, however, have noted that joint committees in the past often seemed perfunctory. "The committee meetings were fine up to the point where union members urged that money be spent to fix a problem," says Tom Sherman, executive vice-president of Orlando, Florida Branch 1091. "Then it was a constant battle to get even the smallest changes." However, in the months since the Postal Service has become liable for OSHA fines, Sherman has noticed that the joint committee is becoming a more effective tool. "The change is still pretty new to us," he says. "As we find out more about what we can and should be doing, management will be forced to become more responsive."

Exclusively union

Sometimes, branch leaders say, many problems do not reach the joint committee because carriers are wary of what management will do in response. "Carriers can be

USPS BY THE NUMBERS

<u>USPS Operations—AP9 1999</u>	<u>Number</u>	<u>Chg from SPLY*</u>
Total mail volume year-to-date (YTD) (billions of pieces)	142.2	3.1%
Mail volume by class (YTD in billions)		
<i>First-class</i>	72.0	2.1%
<i>Priority Mail</i>	0.9	3.6%
<i>Express Mail</i>	0.1	3.8%
<i>Periodicals</i>	7.2	0.0%
<i>Standard A (bulk)</i>	60.4	4.7%
<i>Standard B (parcels)</i>	0.7	3.4%
<i>International</i>	0.6	-5.4%
Daily DPS letter mail volume (pieces)	160.8 million	26.6%
<i>Percent of total letter mail</i>	37%	—
City routes with DPS mail	139,377	6.4%
<i>Percent of total</i>	83.0%	—
Daily delivery points (millions)	130.0	0.8%
<i>Percent city</i>	75.0%	—
<i>Percent rural</i>	25.0%	—
City carrier routes	167,878	0.3%
Rural carrier routes	63,940	4.1%
Net Income (\$millions, YTD)	\$ 1,062	-26.5%
<i>Total Revenue</i>	\$44,178	4.3
<i>Total Expense</i>	\$43,116	5.4
Employment/Wages—AP9/PFY 1999		
City Carrier employment	245,482	2.3%
<i>Percent union members</i>	91.0%	—
<i>Percent career employees</i>	99.5%	—
City carrier casual/TE employment		
<i>Casuals</i>	5,862	12.4%
<i>Percent of bargaining unit</i>	2.4%	—
<i>Transitionals</i>	1,170	-62.1%
<i>Percent bargaining unit</i>	0.5%	—
City carriers per delivery supervisor	19.3	1.0%
Career USPS employment	802,970	3.1%
City carrier avg. straight-time wage	\$17.26/hr.	0.1%
City carrier overtime ratio (overtime/total work hours)	11.8%	—
<i>Ratio SPLY</i>	12.0%	—

*SPLY = Same Period Last Year

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

intimidated by managers,” notes Branch 36’s safety officer, Eileen Heege. “Too often, management has used safety issues as discipline weapons, charging carriers with unsafe driving, for example. The result is that many carriers just want to stay away from anything to do with safety and health.”

Also, Heege adds, carriers have very often been working so long in unsafe conditions that they tend to take their situation for granted. “If a carrier gets in a truck and discovers the hand brake doesn’t work, the carrier may just pass it off—that’s o.k., that’s how things are around here,” she says. “We need to reach those carriers and inform them of their rights, let them know that they have a right to equipment that is fully functional, that they don’t have to take unnecessary risks with their own safety.”

Union yes

The answer to these problems, as Heege and other branch leaders see it, is to create a **union-only safety committee** or **union safety representative or officer**. Depending on the size of the branch, there could be either a committee composed of safety representatives from each facility, or one person in the branch who is designated as a safety officer and would take on safety responsibilities for all carriers in the branch. Larger branches may choose to have both a branch safety officer and a branch safety committee composed of individuals working at different facilities within the branch.

“We need to create a structure in which carriers can feel protected in talking about these issues, where they don’t have to worry about reprisal,” says West Florida’s O.D. Elliott. At the most recent joint safety committee Elliott attended, the union pro-

posed a **safety assistance system** in which one union member would devote approximately four hours a week to safety concerns, observing carriers at work and writing reports on safety hazards and problems.

“We used to have this system throughout the district,” Elliott says. “The union safety observer was a person that carriers could talk to confidentially. The observer would also advise carriers about any unsafe habits they might have, like not fastening their seat belts or coming to a complete stop. No names would ever be used, but any safety problems could become the basis for stand-ups or tour talks within the station.”

Such a system currently exists within Spokane, Washington Branch 442, says Spokane president Terry Pope. “There’s a safety captain at each station,” Pope explains. “This person is a union representative, not necessarily the steward, who is responsible for checking that all OSHA requirements are being met.”

The safety captain and the branch safety officer will then try to get problems resolved through informal discussions with the postmaster. “This system works well for problems that pose an immediate threat,” Pope notes. “For example, if the air conditioning is inadequate and people are worried about the effects of overheating.” Other frequent complaints, Pope notes, concern the amount of clutter on the workroom floor. “If the aisles are blocked by equipment and there’s no clear route to an exit, it’s an OSHA violation,” he says. “In those situations, if you have someone in the station who is fluent with OSHA issues, you are money ahead.”

The best-case scenario exists in those stations in which **all carriers** have basic knowledge of their rights

to a safe and healthy workplace. As New York’s Eileen Heege points out, many carriers may be completely unaware that their day-to-day working conditions may well be violate OSHA standards. O.D. Elliott of Florida’s West Coast Branch agrees.

“Safety education is really the key,” he says. When carriers can become more aware of their surroundings, and what they are actually risking each day, the union gains more strength to get those problems resolved.”

Check with carriers

Local union leaders can get a good idea about what safety issues need addressing by careful review of the official forms used to report hazards and unsafe conditions (Form 1767) and accident reports (Form 1769). Informal talks with members can also reveal safety concerns. Whenever West Coast Branch president Elliott visits a station, he always asks individual carriers about safety.

“And lately, since the OSHA revision, managers have been wanting to talk to me about safety, too,” he says. “They want to go on a safety tour of the station with me or another of the branch officers. And I’ve noticed that managers are fixing any problems we uncover a lot faster.”

Branch leaders—and indeed, any letter carrier—can also check reports of OSHA violations by the U.S. Postal Service that are posted on the Web site of the Occupational Safety and Health Administration (www.osha.gov). Although these reports cover violations reported up through September 1998—and therefore do not reflect OSHA violations and penalties assessed after the OSHA revision took effect—the kinds of violations reported are most likely still occurring in postal facilities throughout the country (see the

Filing a complaint with OSHA

When the Postal Service fails to respond to requests to correct unsafe working conditions and work practices, carriers and their union representatives can choose to file a complaint with the appropriate area office of the Occupational Safety and Health Administration. The OSH Act states that employees or their representatives have the right to request an inspection of their installation if they believe there is a violation of a safety or health standard that threatens physical harm or imminent danger.

The complaint can be made orally, in person or by telephone, or in writing, by letter or by filling out the OSHA-7 complaint form. That form, "Notice of Alleged Safety and Health Hazards," is usually filled out by OSHA area office personnel when an individual calls or visits an area office to make a complaint. A list of all OSHA area office telephone numbers appears below.

To formalize oral complaints, OSHA gives or sends a completed OSHA-7 form to the complainant for signature,

or the complainant signs a letter with the particular details of the complaint and sends the letter to the area office. If the complainant does not sign the OSHA-7, the complaint cannot be treated as a formal complaint.

However, according to Section 8.f.1 of the OSH Act, a complainant may request that OSHA not put the complainant's name in the copy of the complaint that is sent to the employer. The relevant language of the OSH Act about filing complaints is as follows:

"Section 8.f.1: Any employees or representative of employees who believe that a violation of a safety or health standard exists that threatens physical harm, or that an imminent danger exists, may request an inspection by giving notice to the Secretary or his authorized representative of such violation or danger.

"Any such notice shall be reduced to writing, shall set forth with reasonable particularity the grounds for the notice, and shall be signed by the employees or representative of employees, and a copy shall be pro-

vided the employer or his agent no later than at the time of inspection, except that, upon the request of the person giving such notice, his name and the names of individual employees referred to therein shall not appear in such copy or on any record published, released, or made available pursuant to subsection (g) of this section.

"If upon receipt of such notification the Secretary determines there are reasonable grounds to believe that such violation or danger exists, he shall make a special inspection in accordance with the provisions of this section as soon as practicable, to determine if such violation or danger exists. If the Secretary determines there are no reasonable grounds to believe that a violation or danger exists he shall notify the employees or representative of the employees in writing of such determination."

For more information about filing an OSHA complaint, contact your National Business Agent or NALC's National Director of Safety and Health, Alan Ferranto. ■

box, "OSHA's Most Wanted," on page 6).

In crafting educational programs, postings or newsletter articles for letter carriers, branch leaders should also remember to stress carriers' safety rights contained in the *National Agreement*, including language in Article 14, Section 2 that allows the NALC to file safety and health grievances directly at Step 2.

"We need to tell people that they have contractual protection against working in unsafe or unhealthy conditions," notes Spokane's Terry Pope. Article 14, Section 2 of the *National*

Agreement, titled "Cooperation," provides that any employee who believes he or she is being required to work in unsafe conditions can take the following steps:

- Notify the supervisor who "will immediately investigate the condition and take corrective action if necessary;"

- Notify the NALC steward who can immediately discuss the unsafe condition with the supervisor;

- File a grievance at Step 2, which brings the situation immediately before the installation head; and

- Make a written report to the

union representative on the joint safety and health committee, who also has the right to discuss the condition with the carrier's supervisor.

At the same time, the carrier can also file a complaint with the OSHA area office (for information on filing the complaint, see page 5). The complaint can be made in person, by telephone or in writing.

"It's always good to try to resolve the issue before making an OSHA complaint," notes Danbury's George Paul. "When the Postal Service shows that it is not going to move, then it's time to go to OSHA."

Carriers and their union representatives have the right to speak to the OSHA representative that comes to the station to investigate the complaint, Paul notes. In fact, the OSHA representative usually holds an informal meeting after an initial assessment of the situation. "Carriers should count on attending that meeting," Paul notes. "It's important that people be there to counter management's arguments that the violation is not very important, that they are fixing the problem, and that they shouldn't be fined."

Should carriers who make com-

plaints, talk to OSHA representatives or speak up at this informal meeting be worried about retaliation from management? "It's something that could happen," says Branch 36's Eileen Heege. George Paul agrees. "In the past year there were 35 to 40 OSHA complaints filed in the Northeast Area," he says. "And there were also two or three complaints filed under OSHA's whistle-blower protection provision, Section 11-C of the law."

For that reason, Paul and other branch leaders stress the importance of having branch safety representa-

tives who can take the role of filing official complaints. "Remember that if it's a union officer making the complaint, and that officer runs into retaliation, that person is also protected by the National Labor Relations Act as well as OSHA," Heege notes.

Although filing an OSHA complaint is a last resort that carries some measure of risk, it is also extremely effective, branch leaders note. "Seeing the OSHA inspector come through the station door must feel a lot like running into Mike Wallace and the *60 Minutes* team," says Spokane's Terry Pope. "It is not an event that is going to make the manager happy, to say the least." Pope also notes that once an OSHA representative is inside the station, that person can look at anything—not simply the specific problem that prompted the complaint.

Most wanted: Postal Service violations

For those who wonder exactly what kinds of OSHA violations have been most often cited, the OSHA Web site (www.osha.gov) contains a listing of almost 600 violations occurring from October 1997 through September 1998. Although none of these cited violations occurred after the Postal Service became liable for OSHA fines, it is likely that the same kinds of problems continue to occur in postal facilities across the country. NALC representatives may want to check their own offices to see if any of these hazards currently exist. The most common violations include the following:

- Standard 19100037, Means of egress. This standard specifies, among other things, that exits and aisles must be kept clear of obstructions.

- Standard 19100305. Electrical wiring methods, components and equipment. This standard would

apply to cases of overloaded wiring, extension cords, and the like.

- Standard 19261101. Asbestos. This standard requires that employees be protected from exposure to asbestos, which is often found in construction materials of older buildings.

- Standard 19100022. Walking-working surfaces, general requirements. Violation of this standard occurs when walkways and work surfaces are so rough and damaged that employees risk falls, scrapes, or other injuries.

- Standard 19100157. Portable fire extinguishers. The Act requires that portable fire extinguishers be available under certain circumstances.

- Standard 19100147. Control of hazardous energy—lockout/tagout. This standard covers proper procedures for ensuring that employees do not use or become injured by defective equipment that has been tagged for repair. ■

A constant effort

Even with the additional leverage provided by the revised OSHA law, branch leaders must realize that promoting a safe and healthy workplace is a never-ending job. As one issue is resolved, others come up to take its place. In recent months, branch leaders report new concerns about indoor air quality, handling hazardous materials, and exposure to asbestos, especially in older postal facilities. However, all these issues can be resolved through education and diligent work by union members on both union and joint safety and health committees.

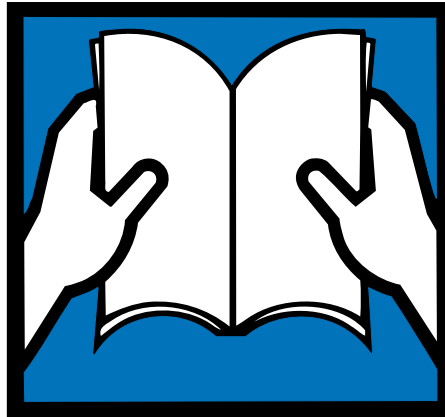
"Safety concerns can really pull an office together," notes Danbury's George Paul. "We all want the best possible work environment, and we now have the tools at hand to achieve that goal for all the letter carriers we represent." ■

When is a route abolished?

As the year 2000 approaches, analysts and researchers seem increasingly obsessed with predictions of how the workplace will change in the new millennium. Letter carriers, however, are already very familiar with the concept of change. As a result of new technology that created Delivery Point Sequencing, carrier routes all over the country have been adjusted and restructured so that in many cases, those routes bear little resemblance to their original configuration.

The NALC has developed several strategies to address the issue of significant changes in existing routes. The union recognizes the need to protect carriers who bid on and are awarded routes based on their seniority. If those routes are later abolished by postal management, then carriers should be able to exercise their seniority to choose another preferred route that may be held by a junior carrier. Article 41.3.0 of the *National Agreement* explicitly states this right (see "Know your contract," page 8). In addition, many NALC branches have addressed the issue of significant route changes in their local memorandums of understanding, which may specify conditions that trigger the seniority rights of carriers as stated in the national contract.

A recent regional arbitration decision (C-19141) underscores the importance of evaluating route adjustments to determine if routes have been abolished. In this case, Arbitrator Claude Ames ruled that changes made in a route as a result of DPS adjustments were, in fact, so significant as to constitute abolishment of the route. As a result, the arbitrator ordered that the carrier assigned to



that route should be permitted to exercise her seniority and bid on routes held by junior carriers within the delivery unit.

What emerges from a review of this and other arbitration decisions on the same issue is the fact that no single set of guidelines or standards can be established as clear grounds to support the abolishment of a route. Certainly life would be simpler if there existed a flat statement about exactly when routes should be considered abolished—for example, if 50 percent of the route is changed. However, no such standard exists.

In some cases the NALC branch has negotiated such a percentage that is stated in the LMOU. However, even in these cases, disputes between the union and management can develop over what, exactly, has changed in the route—geographic territory, number of deliveries, time, and so on.

A case in point

As an example of the way that arbitrators typically approach such cases, consider the regional arbitration case cited above (C-19141). The circumstances leading to the grievance began in June, 1997, when management stated that DPS would be

implemented in a post office delivery unit. Routes within that unit were evaluated and adjusted to be in conformity with predicted changes that would result from DPS. Postal management abolished three routes as a result of those changes. Routes in the installation that were held by carriers junior to the three carriers whose routes were abolished were put up for bid in accordance with Article 41.3.0 of the *National Agreement* and the local memorandum of understanding.

However, another carrier's route was also affected by these adjustments, to the point that the carrier and the NALC steward claimed that the route had, in fact, been abolished. Management, however, refused to declare the route abolished, claiming that it had not been substantially changed. The NALC filed a grievance as a class action on behalf of all carriers in the delivery unit. The grievance went to arbitration.

Arguments in the case

The NALC representative arguing the case presented figures demonstrating how the new route differed from the old route—figures that showed more than a 50 percent change in the route's territory, number of deliveries and time required on the street and in the office.

The union advocate further argued that simply comparing the number of deliveries on the route before adjustment and after adjustment does not provide an adequate analysis of the degree of change that a route may have undergone. Management may claim that the "adjusted" route contains basically the same number of deliveries as the route before adjust-

ment. However, the route has been altered in other, more significant ways, including changes in territory, office and street time. Therefore, the route should be considered so changed as to be abolished, and the carrier on the route should have the same rights as other carriers whose routes were abolished.

For its part, postal management argued that the route had not been significantly changed. The USPS advocate stated that not all of the route's original deliveries had been transferred. Nor were there changes in the route's designated days off. The route also remained primarily residential, and carried the same identifying route number. In comparison, the other routes in the delivery unit that were abolished had had their entire route territories transferred to other routes.

Management also noted that the branch had not negotiated any language in the local memorandum of understanding that addressed the determination of when, precisely, a route was considered to be abolished. Therefore, the NALC failed to meet its burden of proof that the route had

been so altered that it had been, in essence, abolished.

The arbitrator's decision

Before making his decision, Arbitrator Ames reviewed the purpose and nature of existing contract language about the abolishment of routes. The arbitrator noted that Article 41.3.0 is not a precise statement of the conditions that must be met before a route is to be considered abolished. Rather, as the arbitrator stated, "That determinant appears to have been left to the local parties to decide and establish on a case-by-case factual basis." Arbitrator Ames also reviewed terms and conditions of local memorandums of understanding that addressed this issue at other locations, noting that some LMOUs stated that if a route had been changed a certain percentage—from 40 to 60 percent generally—then the route should be determined as being abolished.

The arbitrator then examined the specific changes made to the route in this case, noting that after adjustment,

only two blocks and 115 deliveries remained of the original route—or, as the arbitrator stated, "only a modicum of its original territory and deliveries." Therefore, the arbitrator continued, "The reconfigured adjustment of the route is closely akin to putting a round peg in a square hole." Because the route had been so substantially changed, Arbitrator Ames sustained the grievance and ordered that the Postal Service post for bid that route as well as those routes that were junior, in accordance with the provisions of Article 41.3.0.

General principles

As Arbitrator Ames noted in his decision, most arbitrators have interpreted contractual language concerning abolishment of routes as requiring a case-by-case review of the amount and nature of changes on each route. In essence, each case must be argued on its own merits. No single factor seems to outweigh any other factors.

NALC stewards who prepare grievances on this issue, therefore, should note that in the absence of any clear standards, the best course would be to build a comprehensive picture of *all* the changes that have been made in a disputed route. Union representatives should look beyond simple counts of number of delivery stops or time spent in the office or on the street. Arguments for abolishment should include those facts, but also expand to cover changes in the type of delivery—for example, whether a mounted route has become park-and-loop or mainly walking. Characteristics of the territory can also be important. For example, has a primarily residential route been changed to include a number of businesses? Or has a route of mainly single-family homes been changed to include large apartment buildings?

The majority of arbitrators seem

Know your contract: Abolishment

Language in the *National Agreement* that pertains to circumstances in which routes may be considered abolished appears in Article 41, Section 3.0, as follows:

"The following provisions without modification shall be made a part of the local agreement when requested by the local branch of the NALC during the period of local implementation; provided, however, that the local branch may on a one-time basis during the life of this Agreement elect to delete the provision from its local agreement:

"When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of, but not limited to, route adjustments, highway, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedure in this Article." ■

willing to examine each grievance on this issue on a case-by-case basis, comparing the new route to the old to determine the degree of “substantial” change. However, NALC representatives should note that at least one arbitrator has applied a dictionary-type definition to the determination of route abolishment. A regional arbitration decision rendered by Arbitrator Clarence Deitsch (C-19199) quoted the definition of “abolish” as “to do away with wholly (to destroy completely.” In this arbitrator’s view, the fact that an adjusted route contained even a remnant of the original route was sufficient to doom the union’s case. Arbitrator Deitsch rejected other arbitrators’ “flirtation” with “percentage adjustment threshold definitions of abolishment not found in the Letter Carrier Craft Contract.”

Such definitions, the arbitrator stated, were “never negotiated nor bargained for within the four corners of the labor agreement.” Although Arbitrator Deitsch agrees that the contract provides protection for senior letter carriers, that protection only applies when carriers are “totally dislocated”—that is, when their original route completely disappears as a result of adjustment. Anything short of this “total dislocation” is simply, in Arbitrator Deitsch’s view, an “inconvenience.”

Arbitrator Deitsch’s decision, however, seems to stand alone in its extreme position. In other decisions, even those in which the arbitrator denies the union’s claim that a route has been abolished, those arbitrators have performed some sort of evaluation of the degree of change in the

adjusted route. In some cases, arbitrators have found that the changes did not amount to a “substantial” percentage—or that the factors that changed were not, in the arbitrator’s opinion, key elements of the route. The general attitude of arbitrators can perhaps best be summed up by a statement by Arbitrator Lennart Larson (C-15412), “The reasonable interpretation of ‘abolished’ is that a route may be so changed that in fairness to the carrier it should be regarded as a new route.”

Therefore stewards should concentrate on presenting the best possible case in these circumstances. A comprehensive summary of *all* the changes made in the route—whatever their nature—appears to be the best approach in fashioning a winning case. ■

New tools

continued from page 1

Time available for research can be extremely limited.

Take heart. The NALC’s Contract Administration Unit has harnessed dynamic new technology that, with only a few clicks of a computer mouse, gives stewards and local officers electronic access to key contract enforcement documents, including a library of more than 19,000 arbitration awards. Using the new software systems, NALC representatives can not only read relevant contract information, but can also print copies of that information for their own use and even “cut and paste” text from those documents directly into their own correspondence or grievances.

This article provides an overview of the two sources of digital contract information now available to NALC stewards and local officers:

- The NALC Arbitration Program, a 10-CD set containing all NALC

arbitration decisions (C-number cases) and a powerful, integrated search engine;

- A brand-new MRS CD, which contains the Materials Reference System’s Summary and Index, all

**Only a few clicks
give access to
key documents.**

of the original M-number settlements and related materials, plus a new collection of NALC materials including the *Joint Contract*

Administration Manual (JCAM) in an accessible format.

These advances enable stewards and local officers to locate appropriate contract provisions and also research language from relevant arbitration decisions and national-level settlements. With this information on hand, stewards can not only speed up their own grievance-handling, but also work effectively to correct problems on the workroom floor before they become grievances.

Here’s a description of these electronic information resources.

The Arbitration Program

When contractual issues arise, the National Agreement is always the first place to look, but the contract’s provisions alone do not give all the answers. One place stewards can find more detailed guidance is in NALC’s huge collection of arbitration awards. The 10-CD Arbitration Program pro-

vides handy and quick access to these decisions.

This program uses digital technologies to enable both quick searches and access to real copies of the original arbitration awards. The arbitration CD-ROM collection, first issued several years ago, contains digitally scanned images of all 19,000-plus regional- and national-level awards (cases with C-numbers). NALC has added to this collection over time by publishing new CD-ROMs as additional cases have been decided. The latest CD is No. 10, issued earlier this year.

In June 1998, NALC released a powerful database search program to accompany the arbitration decisions. The Arbitration Search software is a stand-alone Windows 3.1/95/98 program which is integrated closely with

Any NALC representative can perform searches previously limited to the headquarters computer

the 10 CD's of arbitration awards. The search program was first released to branches on CD No. 9. Now any local NALC representative using the system can conduct extensive arbitration searches that previously could be performed only on the NALC headquarters computer.

After installing and opening the program, a NALC representative can

perform searches of the entire C-number database using any or all of 15 different search fields, or categories. These categories include the type of case (contract or discipline) the subject or issue addressed, the date and level of the decision, specific provisions of the contract, handbooks or manuals, the NALC region and state in which the decision was rendered, the arbitrator's name, and several other categories. A search can also be limited to "key cases," which are arbitration awards that the CAU has flagged as especially useful and important. All national-level and some regional-level awards are included in the "key case" designation.

It's important to note that these key cases include not only cases that the union won, but also significant cases that the union lost. Users of the system should always remember that it is critical to look at denials and modified cases as well as those cases that were sustained. Careful analysis of denied and modified cases can reveal weaknesses that NALC representatives should strive to overcome in their own presentations. Also, management will most likely cite those cases in its presentation, and NALC representatives should know and anticipate those arguments.

When a user performs a search using the Arbitration Search program, results appear as a list of all cases meeting the search criteria. Users can go down the list and click to see the detailed search field information for each decision. Another click, then follow the prompt by inserting the proper CD, and the user can view and print the decision itself.

The full decisions are graphic images, digitally scanned from the originals. This means that each page of each decision is, in effect, a digital photocopy. So a decision printed from the CD's may be used exactly as

if it were a photocopy of the original arbitration award. Although the text in the decisions cannot be searched directly, the database search program is powerful and flexible enough to meet the needs of NALC researchers.

New and noteworthy

The new *Materials Reference System (MRS)* CD-ROM—to be released later this summer—will contain additional essential materials for NALC stewards. Like the 1995 MRS CD that the new disk updates, it contains graphic images of a huge collection of Step 4 (national-level) grievance decisions as well as many national pre-arbitration decisions, national memorandums of understanding and management letters and directives. These documents are identified by "M" numbers, for example, M-00123. The new disk contains

The new CD contains the JCAM and other useful materials.

hundreds of new settlements issued since the last MRS CD. As before, the MRS CD contains the MRS Display Program, a simple Windows program for entering the M-number for a particular document and then viewing and printing the document.

What's truly new is this: The new MRS has been published in a format that enables quick searches, quick

printing and cutting and pasting of text into other applications. As many readers know, the *MRS Summary and Index* contains short “blurbs” summarizing each of the original M-number documents making up the MRS. Many NALC representatives have the *MRS Summary and Index* in paper form, and a graphic image of an earlier edition was included on the first MRS CD-ROM.

The newest release of the MRS has been published in an electronic format known as Adobe Acrobat or PDF (portable document format). The advantages of using Adobe Acrobat files—which are known as PDF files because their filenames end with the extension “.pdf”—are impressive. PDF files will always appear the same and print the same, whatever the computer or printer, as long as an Acrobat Reader program is also installed on the computer and it is used to view the PDF files. The free Acrobat Reader programs for Windows 3.1 and Windows 95/98 are included on the MRS CD-ROM. Acrobat Readers are also available free from the company that created Acrobat software, Adobe Systems Inc., and can be downloaded from Adobe’s Web site on the Internet (www.adobe.com).

PDF files look the same and print the same on different computer systems because they contain fixed page layout information as well as their own fonts, or typefaces. Using Acrobat, a publisher can create a computer document containing the same text on the same pages and appearing in the same typefaces and layouts as the original, printed document. This is what NALC has done with the *MRS Summary and Index* (and other documents as well, see below). NALC has also added password security to the document to render it “read-only,” which means that it cannot be changed by any user.

A sample search screen from the NALC Arbitration Program offers multiple ways to access arbitration awards.

Therefore, like the graphic files that appear on NALC Arbitration Program CDs, the PDF document remains fixed and authentic, as well as identical to the original. It can be printed and used just as you would use the paper document itself.

But as text files, PDF files have two advantages over graphic files. As indicated above, they can be cut and pasted into other applications. More important, however, they can be *searched*. In the case of the *MRS Summary and Index*, this means a user can perform a quick electronic search of the document, find the document summary or “blurb” desired and copy the M-number. Then the user can switch to the MRS Display Program, enter the number and see the graphic image of the source document.

A PDF document on the MRS CD can be searched using two relatively simple and quick search functions contained in the Acrobat Reader. The first is a “Find” function that will search a single document for a specific word or phrase, for example, “limited duty.” The second search tool,

Index Search, is similar to the “Find” function but is more powerful because it can be used to access multiple documents at the same time. A user simply selects the document indexes to be included in the search, then enters the search word or phrase. The Index Search is also remarkably fast, because it is akin to searching a library card catalog rather than searching through the books themselves.

PDF documents can also contain hyperlinks, which are specially highlighted text (or graphics). When you mouse-click on hyperlinked text, the computer takes you to a new location in the document. For instance, the PDF version of the *MRS Summary and Index* has a color hyperlink where the text states, “See also X-Routes, page 332.” Clicking on “page 332” takes you directly to that page, without having to scroll through the document. The Acrobat Reader also has browser-like forward and back buttons, taking you back to pages you have viewed already. Another advantage of PDF documents is that text can be cut and past-

ed into other documents, which can facilitate writing letters, grievances and training materials.

JCAM and more

NALC has also included on the new MRS CD a number of other key contract enforcement documents in PDF format. Most noteworthy is the electronic version of the *Joint Contract Administration Manual* (JCAM), which in and of itself provides a potent tool for NALC stewards.

As detailed in a front-page story in the Summer 1998 issue of the *NALC Activist*, the JCAM contains not only the language of the *National Agreement*, but also the authoritative interpretations of that language to which both the Postal Service and NALC have agreed. Consequently, the JCAM details and clarifies contract language that frequently has been misunderstood and therefore mistakenly applied by management. As the cover letter accompanying the first printing of the JCAM stated, "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."

Also available on the MRS CD is the *NALC Supplement to the JCAM*, which contains the union's own material about contractual issues on which the parties have not agreed 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 supplement has been joined electronically with the JCAM itself into a single Acrobat document, with navigation buttons providing hyperlinks between the two publications.

Stewards should note that the

JCAM and the NALC supplement both cite material from other documents, including relevant national-level settlements and arbitration decisions, facilitating the task of researching appropriate supporting material when crafting a grievance. This task is even easier given the fact that not only the MRS but also the JCAM and the NALC Supplement are on the same CD.

There are additional NALC documents in Acrobat format on the MRS CD as well, including:

- *NALC Arbitration Advocate*. The Advocate is a publication previously available only to NALC advocates actively representing letter carriers in arbitration. All issues published so far are included on the MRS CD.
- *FMLA Resources*. The CD also

Users can perform powerful cross-document searches in a flash.

contains a collection of FMLA materials including the *NALC Guide to the Family and Medical Leave Act*, a separate file of the USPS-approved NALC forms that letter carriers may use to apply for FMLA leave, plus the currently effective federal regulations governing the FMLA.

- *Contract Talk*. Finally, the CD contains a collection of recent "Contract Talk" columns from the

NALC Postal Record, including all those published from January, 1998 through August, 1999.

All of these Acrobat-format materials have been indexed to enable users to perform powerful cross-document searches in a flash. For instance, one could search all of the documents at once for references to "sick leave." The results, which typically pop up in a second or two even on a slow Pentium PC, enable quick browsing through each page where that phrase occurs, in the JCAM and NALC Supplement, the *MRS Summary and Index*, *Contract Talk*, the Advocate and the FMLA materials. Previously this kind of search would have required paging through a stack of large books.

With the creation of these user-friendly electronic resources, union representatives have additional tools to use in resolving disputes quickly. They can easily refer to the JCAM and other supporting materials to facilitate discussions with postal managers. Also, NALC stewards can take advantage of these new systems to educate both letter carriers and managers about the meaning and interpretation of contract provisions that affect day-to-day interactions on the workroom floor.

Easy access to these key resources gives NALC representatives even greater knowledge, power and skill to function as expert and efficient enforcers of the contract. Future enhancements to these materials will continue to support NALC stewards and local officers in their essential job of protecting letter carrier rights.

The 10-CD Arbitration Program (\$150) is currently available from NALC Supply Department, 100 Indiana Avenue, N.W., Washington, DC 20001. The single MRS CD will be available later this summer at \$20, also from the NALC Supply Department. ■

Help in preparing for retirement

Researchers estimate that within the next 10 years, more than 76 million people—the “baby boomer” generation—will reach retirement age. Letter carriers among that number may already be concerned about such a milestone and the multiple issues generated by thoughts of retirement. Savvy and alert NALC stewards can offer substantial help to such carriers by anticipating these carriers’ concerns and offering resources that can help carriers make a smooth transition from the world of work.

A story in the Fall 1990 *NALC Activist*, “Getting help for retiring letter carriers,” provides basic information on retirement plans and benefits, including information on publications available from NALC, USPS and the Social Security Administration. However, carriers contemplating retirement generally have concerns that extend beyond the facts and figures contained in a retirement plan.

For example, many people may view retirement as a time of opportunity, with choices that include beginning a second career, starting a small business, traveling, returning to school or moving to a different part of the country. Other people may view retirement negatively, as the point at which their health deteriorates and their life-options diminish. For both groups, access to reliable information can help in making decisions and easing fear and uncertainty.

Effective stewards know that union efforts to help these carriers can pay off. After carriers retire, they can become dedicated branch volunteers, taking on projects and serving the branch in ways that are more difficult for active carriers. By learning about

retirement resources and offering help to retiring carriers, stewards are actually strengthening the branch—a goal that is well worth any extra investment of time or energy.

As the boomer generation ages, a multitude of retirement-related books, magazines, newsletters and Web sites are beginning to appear. Here’s a

Retirement is a time of choices and opportunities.

quick guide to references and resources that may be most useful to letter carriers as they think about retirement.

Benefits and finances

Probably the key concern for most potential retirees is money, and the single most important question is, Will there be enough? Both the NALC and the Postal Service offer detailed information on retirement plans available to letter carriers. Two NALC booklets, *Questions and Answers on the Civil Service Retirement System* and *Questions and Answers on the Federal Employees’ Retirement System* are available free from NALC Supply Department, 100 Indiana Ave., N.W., Washington, DC 20001. USPS publications include

USPS Retirement Guide (EL-502) and the *Employee and Labor Relations Manual*, which contains material on CSRS, FERS, Social Security, Medicare and the Thrift Savings Plan. Both publications should be available through your local postal facility.

Carriers who may be eligible for Social Security should also know that the Social Security Administration offers a number of booklets describing retirement plans in detail; call 1-800-772-1213 or write the Social Security Administration, Office of Public Inquiries, Room 4-C-5 Annex, 6401 Security Blvd., Baltimore, MD 21235. The SSA also has a Web site, www.ssa.gov, offering all publications in electronic form. Or you can have information faxed to you by calling SSA’s FAX catalog at 1-888-475-7000.

Carriers may be thinking about a second career, a part-time job or starting their own business upon retirement. The American Association of Retired Persons (AARP) offers a comprehensive picture of these options through its Web site, www.aarp.org. Click on “Working Options,” which contains information on changing jobs, using homemaker and volunteer skills to get a job, starting your own business, writing a resume, handling interview questions, and additional resources. You can also obtain information by writing the AARP at 1909 K St., N.W., Washington, DC 20049. The AARP is also an excellent resource for information on health and lifestyle concerns of people over 50.

Some carriers may be in the enviable position of having money to invest. Investment counselors and other would-be advisors range from

reputable to shady. Luckily, there are also free sources of investment information that may be able to help carriers sort through their options. These sources include the New York Stock Exchange, 11 Wall St., New York, NY 10005; the Securities and Exchange Commission, which has a Web site at www.sec.gov or write the SEC, Office of Investor Education and Assistance, Mailstop 11-2, 450 5th St., N.W., Washington, DC 20549; and the National Association of Investors Corporation, a non-profit educational organization that encourages people to form investment clubs to share information. Their Web address is www.better-investing.org or write the NAIC at 711 W. Thirteen Mile Road, Madison Heights, MI 48071.

Travel, volunteer opportunities

Once money issues are resolved, prospective retirees may turn to thoughts of how they will fill the hours that had been devoted to work. Although this may not be a concern for many people, others may not realize that the delights of sleeping late and “doing nothing” may quickly fade. Not to worry; a number of organizations offer opportunities for memorable experiences that can include exciting travel, enlightening learning programs or rewarding volunteer efforts. A few suggestions:

The National Institute for Work and Learning offers several books about activities of union retirees, including their value as mentors to younger workers and as resources within their communities. Write the Academy for Educational Development, National Institute for Work and Learning, 1875 Connecticut Ave., N.W., Washington, DC 20009-1202 or check its Web site at www.aed.org/niwl.

Retirees who want to stay active may want to check out the possibilities offered by Habitat for Humanity International. The nonprofit group recruits people to work on building homes for people in need and currently has projects going in 53 countries. Write the group at 121 Habitat St., Americus, GA 31709-3498 or phone 1-800-HABITAT. Its Web address is www.habitat.org.

Conservation-minded retirees may find projects to their liking through the Environmental Alliance for Senior Involvement, an alliance of various organizations from the Nature Conservancy to the U.S. Environmental Protection Agency.

By offering help to retiring carriers, stewards can strengthen the branch.

Their Web address is www.easi.org or write the EASI at 8733 Old Dumfries Rd., Catlett, VA 20119.

Issues about aging

Several trustworthy resources for information about a multitude of issues facing retirees can be accessed through the Internet. Both sites contain links to other resources that can provide material on almost any topic related to retirement or aging. These resources include the Administration

on Aging, part of the Department of Health and Human Services, located at www.aoa.dhhs.gov; the National Institute on Aging, part of the National Institutes of Health, located at www.nih.gov/nia/; and the National Council on the Aging, at www.ncoa.org.

Finally, stewards may wish to note the following books that address retirement concerns, recommended by retired reporter Stan Hinden, who now writes a column on retirement for the business section of *The Washington Post*.

Successful Aging, by John W. Rowe and Robert L. Kahn (Pantheon Books, 1998). This book summarizes a \$15 million study on aging by the MacArthur Foundation and offers advice on how people can remain physically active and mentally alert for many years past retirement. The authors believe that lifestyle choices and behavior have a much greater role than genetic heritage in determining whether one will age successfully.

How and Why We Age by Leonard Hayflick (Ballantine Books, 1994). Hayflick, an eminent cell biologist, presents research results that explain not only how our major biological systems change as we grow older, but also examines the intangible alterations in our modes of thinking and feeling, our moods and sexual desires, our personality traits and our memories. The book's style may be more scientific and less accessible than other, more popular works on the subject.

The Nine Myths of Aging: Maximizing the Quality of Later Life by Douglas H. Powell (W. H. Freeman & Co., 1998). A debunking of popular beliefs about age, Powell's book is full of personal experiences and everyday examples that clarify recent research. ■

Checklist for presenting grievances

Effective NALC stewards know that the best way to win a grievance is to be thoroughly prepared. Before you walk in to a Step 1 meeting, you must do your homework. And that means more than simply ascertaining the facts.

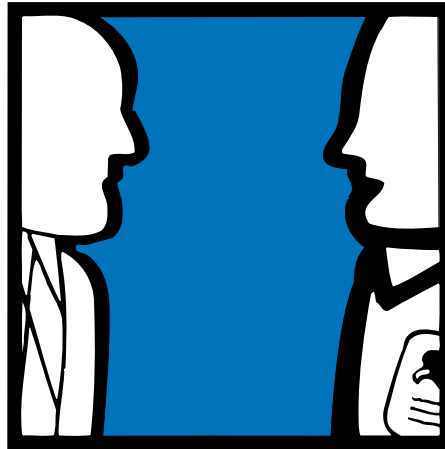
Ask yourself the following questions before you present your next grievance. Knowing the answers might mean the difference between winning and losing—but even more important, these questions will help you focus on the long-term consequences of your actions as a steward.

■ **What do you know about the grievant?** Obviously you will have spent time talking to the grievant to get his or her version of the facts. But do you also fully understand the grievant's point of view, the situation, and the problem as it was explained to you?

Is the problem being discussed really the problem, or are there other issues that may not be immediately apparent but are contributing to the circumstances surrounding the grievance, such as discrimination or harassment?

■ **Do you have all the facts?** It's important to ask yourself if you have interviewed everyone who might have something to contribute. Also consider whether you have necessary documentary evidence or information on past practices.

True, some grievances are relatively straightforward, but it's always worth another check to make sure you haven't missed any possible sources of information.



■ **Do you know why this is a grievance?** In most situations, you should be able to cite the specific contract language being violated. However, some grievances may stem from violations of past practice or carrier rights that are not specifically contained in the *National Agreement*. Always know exactly what you are disputing.

■ **What do you know about the people involved?** Do you have any insight into the personalities of the grievant, the supervisor, or other people involved in the circumstances?

If, for example, the supervisor always has a bad attitude about certain people or union policies, you need to understand that. At the same time, if a supervisor has always felt that certain Postal Service practices make no sense, that knowledge could help you as well.

■ **Do you know what caused the grievance?** This question takes a different approach from the questions above that ask about contract violations or the people involved.

What actually led up to the circumstances creating the grievance? Was it someone's mistake, a deliberate act, or a personality conflict?

You need insight into the roots of the grievance—this knowledge can help you in building your case and can also prepare you for whatever management may say in the meeting.

■ **Can you anticipate what may happen?** You should be able to put yourself in the supervisor's shoes and be able to see the situation from that person's viewpoint. Also try to predict how the grievant may respond to any proposed settlements.

If there are any surprises and you become unsure about the direction the meeting is going, don't hesitate to ask for a private conference with the grievant before continuing the meeting.

■ **Can you use this grievance to build solidarity?** Especially if the issue under discussion is one that will affect other carriers, have you taken every opportunity to get co-worker support?

Even if other carriers may not support the individual grievant, you should try to help them understand that when the union wins a grievance, everyone is made stronger.

And win or lose, you should keep carriers informed about what happened. Obviously a win helps the image of the union, but don't try to gloss over a defeat.

Many times understanding and explaining why the case was lost can help pave the way for winning the next time. ■

Regional Training Seminars

Listed below are regional training and educational seminars scheduled to begin before November 1, 1999.

For more information, contact your national business agent.

Dallas Region (New Mexico, Texas)

October 10-11, Region 10 Fall School, Holiday Inn Civic Center, Laredo, TX, (956) 727-5800.

February 14-15, Region 10 Spring School, Holiday Inn Crowne Plaza, Albuquerque, NM, (505) 821-3333.

National Business Agent Gene Goodwin, (972) 594-6252.

K.I.M. Region (Indiana, Kentucky and Michigan)

October 10-11, K.I.M. Regional Training Seminar, Lansing, MI.

National Business Agent Ron Brown, (248) 589-1779.

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

September 11-12, South Dakota State Association Fall Seminar, Best Western Ramkota Inn/River Center, Pierre, SD.

October 3-6, Minnesota State Association Convention, Cragun's Resort and Conference Center, Brainerd, MN.

October 29-31, North Dakota State Association Fall Seminar, Carrington, ND.

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

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

November 3-7, Regional Training Seminar, Sunriver, OR.

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

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

September 17-19, Nebraska Fall Training Seminar, Holiday Inn, Grand Island, NE.

October 17-19, Iowa Fall Training Seminar, Holiday Inn, Amana, IA.

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

San Francisco Region (California, Guam, Hawaii, Nevada)

November 19-21, NBA/CSALC Southern California Training Session, West Coast Anaheim Hotel, Anaheim, CA.

National Business Agent Dale Hart, (714) 554-0775.

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