

ACTIVIST

NALC

A NEWSLETTER FOR BRANCH LEADERS OF THE NATIONAL ASSOCIATION OF LETTER CARRIERS
VOL. 16, NO. 2 SPRING 2003

Organizing: Strategies for success

You're a steward or branch officer and you've got a problem on the workfloor—maybe three or four.

By the door is an ex-member who got mad and quit the union 10 years ago. A few cases away is a veteran carrier who, to save a few bucks, never joined the NALC. Next is a new kid who slipped through orientation without signing an 1187. Then right behind you is Brother Gripe-a-lot: he belongs to the NALC but is never happy, moaning about what the union shudda done.

For most branch activists, the odds are good your branch represents carriers like these—carriers who should be members of the NALC and those who, although members, complain as much about the union as the non-members do. If you're responsible for nailing down new members, and

luring back the drifters, this is for you. Nearly a dozen NALC activists—shop stewards and presidents of branches around the country, ranging in size from over 3,000 members to less than 75, offered ideas about how to get the non-union carriers to sign up and get the whiners back on the union team.

Of course, all the fundamentals of organizing apply, but you know the ex-member and long-time never-joined can be particularly hard cases. And the member who bad-mouths the union is suffering from a related disease and may be susceptible to the same treatments.

So, to start, here's a quick list:
Target. Do your homework on each individual and calibrate your approach to match the personality. Remember, ego is important—keep-

ing yours out of the way and making sure your target feels both needed and respected.

Befriend. Strong-arm tactics don't work. Be sociable to be persuasive. If you can't fill this role, line up another member who knows your "target."

Listen and respond. Find out the

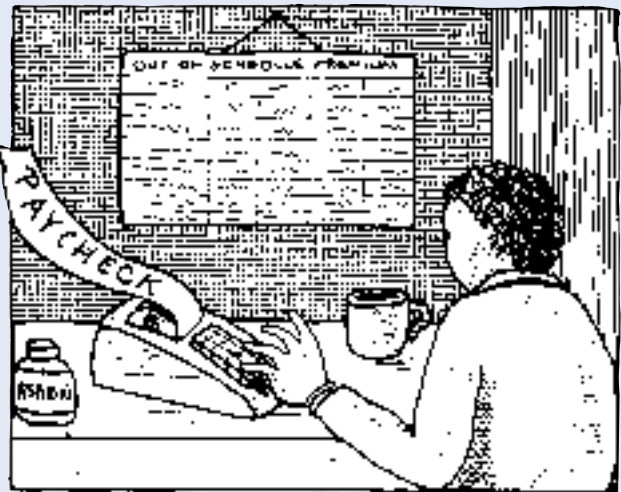
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Out-of-schedule pay: Solving the puzzle

When management changes a full time letter carrier's starting time, it is not uncommon for a steward, especially a relatively inexperienced one, to scratch his head in bewilderment. Sure the carrier's schedule has been changed, but how much should the carrier be paid for this change in the schedule? Should the carrier receive out-of-schedule premium pay or should he receive overtime pay? And does it make any difference?

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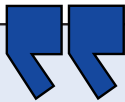
Non-Members

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carrier's concerns and be prepared to explain how the union can help. Be ready to debunk the anti-union myths you're sure to hear, and don't assume anyone really understands how important unions are for working people.

Your secret weapons. Grievances, discipline and management foibles soften up even the most hardened anti-unionists. A satisfied rank and file is your best tool for guiding ex-members back to the NALC or quieting the grouse.

Be persistent. Especially if you're dealing with the ex-member or the



**Your approach
to organizing
has to vary with
each non-member.**



never-joined, this can be a long process. Tenacity pays off.

Many of these ideas will be familiar in one form or another to NALC activists—but may be gathering dust in the back of your mind after a long winter. Along with some spring sunshine they could brighten your membership rolls with those names that have been missing too long.

A tailored approach

It's easy to know who is not a member of the NALC, but to make a

really effective sales pitch it's essential to know why. You need to get a feel for each individual, a radar sweep that will focus your tactics and sharpen your arguments, improving your odds for success. This means that the approach has to vary with each carrier. "Some people you have to treat with kid gloves and with some you can be pretty persistent—but don't bug 'em all the time," says President John Carroll of Wilmington, DE Branch 191. The success of Carroll's approach is clear: Branch 191 has just two non-members among 390 active carriers in eight offices.

Duane Purcell, a steward for Branch 226 in Fort Worth, Texas, follows a similar approach. "Some, you can lay a guilt trip on them. When they get in trouble, they come running—the union's alright with them then. The first thing I do is hand them a union sign-up sheet and then I ask, 'Now, what's your problem?' Others, well, you badger them until they give in," he said. "It depends on the personality."

In Huntington, WV, Branch 359 President Phil Stapleton presides over a 100-member branch that's usually 100 percent organized for a very good reason. Branch 359 has institutionalized the "each carrier is different" tailored approach by creating a rank and file based system for cementing new carriers' relationship with the NALC.

"On Day One, when you come into the office, you don't have a friend in the world," he says. "So we try to match up the new carriers with a member of the same age and gender to befriend them, answer their questions and help them out." The "helpers" both get the new carriers over the workday hurdles and also make sure they appreciate what the union can do for them. Plus, a "salesman" close to the age and of the

same sex as the new carrier can have more credibility.

David Allred, president of Pocatello, ID Branch 927, outlines a more general strategy any steward could use for closing in on the never-been or dropout non-member. "I watch during break to see who's hanging out with who, then we get a couple of rank-and-file carriers to feel them out."

"I don't get involved because sometimes I'm the problem—they don't like me," he says. When the team approaches the hold-out carrier, they "don't take an 1187 with them. They'll just have some information about the union, ask a couple of questions, but mainly they listen.

"Then we get back together, go over what they learned and regroup. We isolate their issues and how to answer them, then send the team back in a day or two. If I'm part of the problem, I'll go back and try to make things right."

In Detroit, President Sandy Laemmel of Branch 1 makes a point of talking individually to the ex-

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members and long-time non-members among the 1,900 active carriers she represents as she travels from station to station. "I know who they are and where they're at," she said. "I know which cases are theirs."

While Laemmel seeks them out, she too stresses, "You have to know how to approach them. It's important to get to know *their* history—what happened to leave a bad taste in their mouth about the union?"

"If it's someone who never joined, do they have the wrong idea about unions? Even here in Detroit, it's surprising how many young people don't have any sense of union traditions. You can't assume they do," she said.

Branch 1's organizing efforts also depend heavily on the efforts of its stewards, such as Fran Perry, who counts 100 percent of the 250 letter carriers at the Southfield, MI Post Office as NALC members. Echoing Laemmel's approach, Perry asks each one "what do you need, what's holding you back, what can we do for you?" Some had grown up in anti-union families. Others were nursing grudges. With personalized attention, they all turned around.

Speak softly...but speak

Although some long-standing non-members may require an aggressive approach, for most new members, gentle persuasion works best. In Wilmington, DE, when a new carrier doesn't sign an 1187 immediately, the steward is notified to make contact on his first work day—but Branch 191 President Carroll quickly notes, "It's always the soft sell. You tell them, if you have a problem, let me know and I'll talk to the boss. You don't understand your benefits? I'll help explain them. You make yourself important to them."

"We stay away from scare tactics, the gloom and doom" about threats to job security, Carroll added. "Our experience is that most will join within a few weeks." If they don't, branch activists in their station begin applying peer pressure, "not to strong-arm or to bully, but to deliver the message that there's safety in numbers and a solid branch is a stronger branch."

Tempting as it is to try to strong-arm non-members into joining, most branches have found that in this day and age that going soft is more effective.

In 1,000-plus-member Forth Worth, TX Branch 226, which is 94 percent organized in a "right to work for less" state, President Lucinda Stapp knows where to find just about every non-member scattered among the 725 active carriers and although she was "brought up in the school of 'pick a scab till it bleeds,'" she gener-

USPS

BY THE NUMBERS

<u>USPS Operations—AP5-2003</u>	<u>Number</u>	<u>Chg from SPLY*</u>
Total mail volume year-to-date (YTD) (Billions of pieces)	80.8	1.3%
Mail volume by class (YTD in billions)		
<i>First-Class</i>	39.5	-1.9%
<i>Priority Mail</i>	0.3	-15.2%
<i>Express</i>	0.1	-8.2%
<i>Periodicals</i>	3.6	-4.0%
<i>Standard A (bulk mail)</i>	36.3	5.9%
<i>Packages</i>	0.4	4.9%
<i>International</i>	0.3	-3.6%
Daily delivery points	140.2 mil.	1.3%
<i>Percent city</i>	74.1%	—
<i>Percent rural</i>	25.9%	—
City carrier routes	165,515	-1.7%
Rural carrier routes	69,475	0.0%
Estimated Net Income (\$mil.)	\$1,623.8	1.5%
<i>Total Revenue</i>	\$27,506.4	6.0%
<i>Total Expense</i>	\$25,882.6	1.0%
Employment/Wages—AP5-2003		
City carrier employment	231,554	-2.9%
<i>Percent union members</i>	91.8%	—
<i>Percent career employees</i>	99.9%	—
City carrier casual/TE employment		
<i>Casuals</i>	6,456	6.1%
<i>Percent of bargaining unit</i>	2.8%	—
<i>Transitionals</i>	34	-66.0%
<i>Percent of bargaining unit</i>	—	—
City carrier per delivery supervisor	17.4	-2.7%
Career USPS employment	743,646	-3.4%
City carrier avg. straight-time wage \$20.41/hour		4.0%
City carrier overtime ratio (OT hrs/total work hours)	12.2%	—
<i>Ratio SPLY</i>	11.0%	—

*SPLY = Same Period Last Year

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

ally uses gentler persuasion. In fact, “pay your fair share” and other pocketbook arguments often work the best, she says.

Of course, gentle persuasion requires the cooperation of NALC’s more gung-go members. Pocatello, ID’s David Allred makes a point of asking his more militant members to “back off a bit, if you don’t mind” on criticism of the target. “Making cracks about a ‘scab’ everyday can undo all you’ve worked on for months,” he said.

Fran Perry, steward at the Southfield, MI post office, echoes Allred. When Perry became Branch 1’s chief steward there were 8 or 9 non-members in Southfield, and she set the goal of getting to 100 percent. Her first step was to find out why those carriers had stayed on the outside. There were the usual excuses—not liking unions, saving money—but for some the excuses became set in stone after “some members treated them like poison. It got nasty. But you can’t intimidate them into getting on board.”

Perry’s branch president makes this point in another way. “It’s important to remember that non-members want to know they’re respected as an individual, that their opinion matters,” Sandy Laemmel says. “Every letter carrier wants respect and the union has to provide

it, too. We don’t just want their 1187.”

The “soft sell” approach need not be passive. In Huntington, WV, the few new carriers who slip by carrier academy trainer and Branch 359 Vice President Eddie Hagley without joining are invited to the branch’s meeting and annual dinner. At the dinner, “they can hear the old guys tell stories about how it used to be,” says president Phil Stapleton. In a region with a deep union roots the historic struggles of NALC veterans strike a sympathetic chord.

Ex’s can be tough

Dealing with a former member is tougher than persuading a green carrier to join the union, but successful organizers argue that you have to use the same approach. “Always stay friendly,” says Wilmington, DE’s John Carroll. “I look at it this way: Something happened to turn him off and my duty as a leader is to turn him back on again.” Carroll points out that pride can get in the way of bringing back an ex-member, or signing up a long-time adamant non-member. Sometimes it’s important to find a way for those carriers to “save face.”

“Let them know that when they sign up, it’s a good thing. They’re not defeated or giving up,” Carroll says.

“They didn’t lose some contest or give in.

“You have to let them know you’re happy that they’re helping us. They’re doing us a favor—all of us, locally, nationally.”

Huntington, WV’s Phil Stapleton concedes that “we lose some that we’ve signed up, but we usually win them back when supervision does something stupid. If you have good representation, you’ll win people over, no question.”

“If you have good representation, you’ll win people over, no question.”

When meeting a past member, Detroit’s Sandy Laemmel says it’s critical to discover the wedge that split them away from the NALC. “Was it a personality clash? Was it the way a grievance was handled? Sometimes I have to ask a retired officer or steward, it goes so far back. Then, the next time I visit, I can say, ‘I heard about what happened. I can’t do anything about that, but here’s what we can do today.’”

Fort Worth, TX’s Linda Stapp also tries to remind ex-members that while they may have given up of the union, the NALC is still working for them. On one recent station visit, she was able to report on a \$60,000 settlement to a group of carriers—and to remind the non-members the best way to be certain of their rights is to

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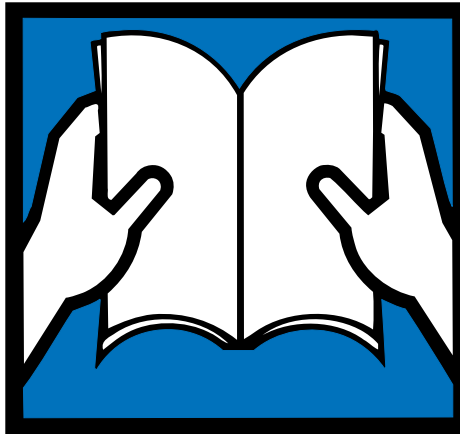
Additional hints on how to persuade non-members to say “yes” to joining the NALC can be found in *How to get YES for an Answer*. The booklet contains specific tips on dealing with skeptics and how to make your best pitch as well as how to put the NALC in the best light. Copies are available free of charge from the NALC Supply Department, 100 Indiana Ave., N.W., Washington, D.C. 20001.

Coping with post-Miranda Questioning

You've heard it a million times on television: "You have the right to remain silent. Anything you say can and will be used against you in a court of law. You have the right to an attorney...." These words derived from the 1966 U.S. Supreme Court decision in *Miranda vs. Arizona* are commonly known as "Miranda warnings" informing persons in custody of constitutional rights prior to an interrogation. But what happens when local management wishes to interview an employee *after* postal inspectors have already given the carrier the *Miranda* warning? Does the carrier, in effect, have to waive his constitutional rights? A recent regional arbitration case clarified this issue and provides helpful guidance to branch officers and stewards.

The facts

Case nos. F98N-4F-D 00254514 and F98N-4F-D 00251275 (C-22054), consolidated for arbitration, involved an allegation that a letter carrier had mishandled mail, an allegation that prompted local management to call in the Postal Inspection Service. The letter carrier was called into the office where two postal inspectors produced their badges and indicated they would like to ask the employee a few questions. The letter carrier, who was also the branch president, requested union representation at that point. Since union representation was not available, the postal inspectors rescheduled the interrogation for several days later. At that meeting, the carrier was read her *Miranda* rights. After consultation with her attorney, the carrier refused to answer any questions, and the postal inspectors ended their interview.



The employee's postmaster then contacted the carrier and requested that she make herself available for an investigatory interview by local management. On advice from her attorney, the carrier declined until the Postal Service would provide her with assurances it would not seek criminal charges. The Postmaster wrote the employee that his investigation was administrative and not part of the Postal Inspection Service's case. Nonetheless, on advice from her attorney, the carrier continued to refuse to submit to any interview until the Inspection Service itself would definitely state it would not seek any criminal charges.

Ultimately, the Postal Service issued a Notice of Removal to the employee. Among the charges was, "Failure to Cooperate in an Official Investigation." The Postal Service asserted that although the employee was not required to speak to the Postal Inspectors after they "Mirandized" her, an interview by local supervisors was administrative and therefore outside the realm of the Inspection Service and the carrier's *Miranda* rights. Management further concluded that the employee's failure to cooperate in an official investiga-

tion was a serious breach of Part 666.6 of the *Employee and Labor Relations Manual*, "USPS Standards of Conduct." In response, the union grieved the removal, arguing that the Postal Service had violated Article 5 of the National Agreement and the Fifth Amendment of the *United States Constitution*. The grievance was eventually arbitrated.

In his decision, Arbitrator Claude D. Ames ruled that given the employee's reasonable belief that anything she said could be used against her in a criminal proceeding, the employee reasonably sought assurances from the Inspection Service that it would not seek criminal charges—assurances that the Postmaster's letters did not provide. Absent such assurances, Arbitrator Ames ruled that the employee did not fail to cooperate in an investigation. In his award, the arbitrator stated that:

...Failure to Cooperate with a Postal Investigation, is unsustainable given the factual circumstances. Grievant was never informed by the postal inspectors or local Management that any subsequent statements in an administrative investigation would not or could not be used against her in any criminal proceeding after being Mirandized. Although Grievant requested adequate assurances from the postmaster through her attorney that no criminal investigation was pending prior to proceeding with the administrative investigation, these assurances [letters] were knowingly equivocal and insufficient, not the assurances that Grievant and her attorney were seeking, given [the] Postal Inspector[s] earlier statement that [he] would seek a grand jury against [the Grievant]. Under these factual circumstances, Grievant is

held to have had a well-founded belief of criminal prosecution and exercised her Fifth Amendment right against self-incrimination.... It is also well settled that in order to remove an employee for failure to answer possible incriminating questions in an investigation, an agency must first advise the employee that (i) his refusal to answer may result in removal, and (ii) any statement(s) made during the interview will not be used against him/her in a criminal proceeding.... A thorough review of the evidence record here, including Management's letters of assurance, does not indicate that Grievant was so advised.... The Grievant's Fifth Amendment right to remain silent under these factual circumstances is constitutionally protected.

Note to Stewards

It is critical for stewards to understand and recognize the difference between a normal investigatory interview, even when conducted by postal inspectors, and investigations that cross the threshold into criminal investigations. Postal inspectors cross the threshold into a criminal investigation when they read the employees their *Miranda* rights, normally given by law enforcement officers such as postal inspectors, since once the warning is given, anything the individual says can be used in a court of law to show criminal activity.

Inspectors also enter the realm of a criminal investigation when they

request that the employees sign PS Form 1067, Warning and Waiver of Rights. But stewards should always advise carriers **not** to sign PS Form 1067 because by signing, they waive their *Miranda* rights. If employee does sign PS Form 1067, anything the employee says from that point forward can be used against the employee in a court of law.

Stewards also should remember that they are not attorneys and thus cannot offer legal advice to employees facing potential criminal charges. To do so, could place you and your branch in a legally vulnerable position. So stewards immediately inform the employee that he or she may wish to seek legal advice should

A Carrier's Right to Representation

Stewards should also recognize the differences between a *Miranda* warning and an employee's *Weingarten* rights. The *Joint Contract Administration Manual* (JCAM) (pages 17-6 through 17-7) provides an excellent overview of *Weingarten* rights. *Weingarten* rights, derived from the 1975 U.S. Supreme Court case, *NLRB vs. J. Weingarten, Inc.*, provides that employees are entitled to assistance from their union representatives during any *investigatory* interview which the carrier reasonably believes may lead to discipline.

An investigatory interview is usually defined as questioning by management to search for facts that will be used to determine an employee's culpability or decide whether to impose

discipline. But the key to deciding whether *Weingarten* rights are applicable—that is, whether the carrier has a right to union representation—is whether the employee has a reasonable belief that the interview may lead to disciplinary action to demand union representation. Note also that the steward cannot exercise *Weingarten* rights; only the employee can request *Weingarten* rights. Employees who request union representation have the right to a pre-interview conference with a steward *before* being interviewed by management.

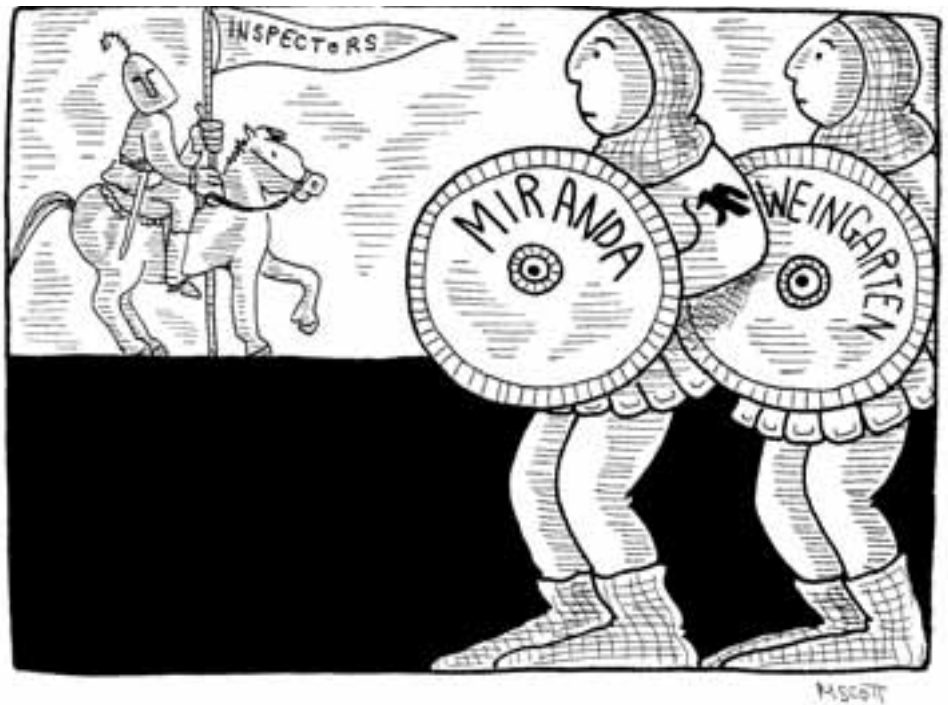
Stewards should also be aware of the language in Article 17, Section 3 of the *National Agreement*. The fifth paragraph of Article 17, Section 3 states, "If an employee requests a steward or Union representative to be

present during the course of an interrogation by the Inspection Service, such request will be granted." This sentence reinforces the employee's *Weingarten* rights and clearly informs postal inspectors that stewards have the right to represent employees if requested.

Stewards should understand that the inspectors are not obligated to inform carriers of their right to union representation; the carrier must request it and can insist that questioning not continue until a union representative is present. Finally, carriers cannot demand a *specific* representative and, in fact, neither *Weingarten* nor the contract guarantees that the representative be the steward. If a steward is unavailable, another union officer capable of providing effective representation can fill the bill.

there be any possibility that the Postal Service will bring criminal charges against the employee. You should also instruct the carrier not to answer any questions postal inspectors ask and that the interrogation should be suspended until the employee has had an opportunity to consult with an attorney.

On the other hand, as Arbitrator Ames pointed out, the Postal Service may take disciplinary action against employees when employees fail to cooperate with normal investigatory interviews that have **not** crossed the threshold into criminal investigations. Therefore stewards should be wary of advising employees subject merely to an *investigatory* interview to remain silent. If you are unsure whether the investigation is indeed a criminal investigation or is, as in Ames' case, a "mixed investigation," contact other union officials for help. But don't forget that in any investigatory inter-



view the steward has a right to a pre-interview conference with the employee (see sidebar on employees' *Weingarten* rights on page 6.

For a detailed treatment of carrier and stewards rights when postal inspectors ride into town, see *NALC Activist*, Fall 1998, pages 1, 6-10. ■

Non-Members

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be in the NALC. "I told them you can't get any money if you don't file a grievance, and if you don't come to meetings and the training, you'll never know your rights," she said.

Representation counts

In the end, the union has to be "sold," and effective contract enforcement is probably the most eloquent recruiting argument. Grievance settlements that benefit a broad group of carriers can be used to leverage the basic "pay your fair share" argument, George Burlingston, president of Fort Smith, AR Branch 399, says. With four non-members out of 106 active carriers, the branch has an excellent track record in a non-union neck of

the woods and Burlingston says improved "training of our stewards has really helped maintain our high membership level."

Similarly, Rod Kirby, steward for Denver, CO Branch 47 in suburban Edgewater, also believes good representation is the key to recruiting. One of the remaining non-members in his office was unhappy with his old branch before transferring, so Kirby is focusing on "just solving the grievances as they come and letting the record speak. I don't grandstand, but I do tell the carriers how things got handled, pass along the information" that underlines the importance and value of the union.

Of course, nothing succeeds like success—especially monetary success. "When you're delivering a \$2,000 pre-arb settlement check to a member," says Pocatello, ID's David

Allred, "it doesn't hurt to stop and show it to a non-member and say, 'Boy, did you hear about this?'"

Persuading non-members that in numbers there is a strength is the high road, but usually the more practical route works the best. Forth Worth, TX Branch 226 sends out letters at least twice a year to all the non-members, encouraging them to join. "We try to tie them to something practical—a particular raise or a COLA, the new contract," branch president Linda Stapp says. "Those are benefits all the carriers get. Then we stress the benefits for union members only. Locally we get \$10,000 in life insurance for free, half from the local and half from the national. Only members have access to the MBA."

One Fort Worth station President Stapp doesn't have to worry about too much is the Jack D. Watson facil-

Non-Members

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ity, where chief steward Duane Purcell counts just four non-members out of 101 carriers. Purcell too emphasizes the benefits the union has achieved for carriers.

“You explain how the union provides the benefits and protects the jobs,” he says. “It’s been easy with the last two good contracts to show what the union does for them.”

Politics—yes and no

An obstacle in recruiting carriers into the NALC is the misguided view that the union has a political agenda that encompasses all kinds of issues well outside those directly affecting letter carriers and the Postal Service.

Steward Rod Kirby of Edgewater, Colorado, a conservative Republican area where unions are closely associated with the Democratic party, right down to specific hot button issues like gun control and abortion, has developed a practiced response to the problem. “I explain the NALC is concerned about issues that protect their jobs, not these other things,” Kirby says. “I tell them that none of their dues money goes to support candidates, that’s why we have a separate political fund, but some of them just don’t want to hear it. You just keep trying to reason with them.”

If political attitudes are trouble in Colorado, imagine what it’s like for Pocatello, ID’s Allred, who believes politics is the most common excuse carriers in his area use for staying out of the union. “They see things as black and white and the best way to combat that is education and information,” he says. “The NALC is issue-oriented, not candidate or party-oriented.”

Right now Allred has only one

non-member out of 55 active carriers in a part of the country known—rightly or wrongly—as a haven for right-wing extremists. Although that lone free rider is a conservative, but Allred doesn’t see political philosophy as a barrier to his plan for bringing her into the NALC.

“She’s very politically active and that’s what I hope to tap in to,” he says. “I want to sell her on the idea that she’d be a real bonus for everyone on the floor if she would apply her talents to our issues. She can become a leader, help us to get more people involved in protecting our jobs and benefits.”

Sometimes you can do everything right and still not succeed. Perhaps you’ve tried to understand why the non-member is so hostile to the union. And you’ve tried the soft sell. You’ve listened to the carrier’s concerns—and you’ve explained the value of the union’s representation and the benefits the union had achieved for letter carriers at the bargaining table and on the workroom floor. You’ve countered the non-member’s concerns about the union’s political agenda. But it may, in the end, not be enough.

Isolating the hard-core anti’s

So perhaps quarantining the hopeless anti-union hard core is the best strategy. That’s what Denver Branch 47 President Linda Wishon, who counts 1,500 active carriers among 2,000 members, suggests in those sad cases. Rather than preaching conversion to a stone wall, the branch concentrates on “neutralizing them so they won’t poison the minds of other employees.”

“Peer pressure the key to isolating the negativism of the anti-union peo-

ple. There’s nothing more effective in fighting that kind of talk than simply outnumbering them with members who are very happy with their representation,” she says. “If we enforce the contract and protect the rights of the members, the good word on the floor will spread and make the anti-union people ineffectual.”

Sometimes, though, the gripe-a-lot carriers may just need a reality check, Wishon says. “Often the disgruntled members aren’t unhappy with the whole union. Rather, they simply do not like their steward or a specific settlement. In those cases, there is still hope.”

Keep on keeping on

In the end, the keys to persuading both the neophyte carrier and the hard-core non-member to join the union are persistence and awareness.

- Treat each non-member as an individual, and see if you find an approach tailored to that particular non-member.
- Try the soft sell—at least a first. Listen to the non-member’s particular concerns and respond to them thoughtfully.
- Don’t forget to make the basic NALC pitch about the value of enforcing the contract against management that often tries to corner the individual, cutting the lone carrier off from the collective strength of the union’s members.
- And be sure to point out what the union has accomplished for carriers—whether it be a local grievance settlement or the national union’s achievements at interest arbitration.

Be persistent. Be patient. Be persuasive. And if you are, there’s a good chance, there’ll be one fewer non-member around griping and groaning about the NALC. ■

Out-of-Schedule Pay

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The simple but certainly unsatisfactory answer is that “it all depends”—depends on how the rules set forth in Section 434.6 of the *Employee and Labor Relations Manual (ELM)* apply to the actual facts of each situation. To ensure that carriers are treated fairly and that management adheres to its contractual responsibilities, stewards must learn the rules and then ascertain the facts every time a carrier’s starting time is changed. And you can’t count on the Postal Data Center to calculate out-of-schedule pay correctly since the PDC may not have all the necessary information. As a result, carriers whose starting times are changed are often paid incorrectly. It is important for stewards to make sure that full-time carriers whose schedules are temporarily changed understand the rules so that they can verify that their paycheck is correct. There is another reason, however: the application of the overtime provisions of Article 8 may be affected when a carrier’s starting time has changed.

Stewards should keep firmly in mind that the out-of-schedule premium is not the same as regular overtime pay. Although the rate of pay is the same either way—one and a half times the straight time rate—the distinction is important in understanding the rules below. It is also important when applying the overtime provisions of Article 8 of the *National Agreement* since out-of-schedule premium hours are *not* overtime hours.



As a consequence, these hours are not counted or considered in determining whether overtime has been equitably distributed among full-time letter carriers on the Overtime Desired List.

The Basic Rules

As indicated above, the basic rules governing out-of-schedule pay are found in section 434.6 of the ELM.

Carriers whose starting times are changed are often paid incorrectly.

These ELM provisions provide that an out-of-schedule premium is paid at one-and-a-half times the straight time rate to eligible full-time bargaining unit employees for time worked *outside of, and instead of* their regularly scheduled workday or workweek when employees work on a temporary schedule at the request of management. The rules are as follows:

Payment of out-of-schedule premium is dependent on timely notice being given by management of the temporary schedule change, as follows:

- *If notice of a temporary change is given to an employee by Wednesday of the preceding service week, even if this change is revised*

later, the employee’s time can be limited to the hours of the revised schedule, and out-of-schedule premium is paid for those hours worked outside of and instead of his or her regular schedule.

- *If notice of a temporary schedule change is not given to the employee by Wednesday of the preceding service week, the employee is entitled to work his or her regular schedule. Therefore, any hours worked in addition to the employee’s regular schedule are not worked “instead of” his or her regular schedule. The additional hours worked are not considered as out-of-schedule premium hours. Instead, they are paid as overtime hours worked in excess of 8 hours per service day or 40 hours per service week.*

- *Out-of-schedule premium hours cannot exceed the unworked portion of the employee’s regular schedule. If employees work their full regular schedule, then any additional hours worked are not “instead of” their regular schedule and are not considered as out-of-schedule premium hours. Any hours worked that result in paid hours in excess of 8 hours per service day or 40 hours per service week are to be recorded as overtime.*

The following examples may help to shed light on the out of schedule pay rules. All four examples assume that the carrier’s original schedule was 8:00 a.m. to 4:30 p.m. and the revised schedule is 6:00 a.m. to 2:30 p.m.

OUT OF SCHEDULE PREMIUM			
DATE	START TIME	END TIME	PREMIUM HOURS
10/1/02	8:00	4:30	0
10/2/02	6:00	2:30	8
10/3/02	8:00	4:30	0
10/4/02	6:00	2:30	8
10/5/02	8:00	4:30	0
10/6/02	6:00	2:30	8
10/7/02	8:00	4:30	0
10/8/02	6:00	2:30	8
10/9/02	8:00	4:30	0
10/10/02	6:00	2:30	8
10/11/02	8:00	4:30	0
10/12/02	6:00	2:30	8
10/13/02	8:00	4:30	0
10/14/02	6:00	2:30	8
10/15/02	8:00	4:30	0
10/16/02	6:00	2:30	8
10/17/02	8:00	4:30	0
10/18/02	6:00	2:30	8
10/19/02	8:00	4:30	0
10/20/02	6:00	2:30	8
10/21/02	8:00	4:30	0
10/22/02	6:00	2:30	8
10/23/02	8:00	4:30	0
10/24/02	6:00	2:30	8
10/25/02	8:00	4:30	0
10/26/02	6:00	2:30	8
10/27/02	8:00	4:30	0
10/28/02	6:00	2:30	8
10/29/02	8:00	4:30	0
10/30/02	6:00	2:30	8
10/31/02	8:00	4:30	0
11/1/02	6:00	2:30	8
11/2/02	8:00	4:30	0
11/3/02	6:00	2:30	8
11/4/02	8:00	4:30	0
11/5/02	6:00	2:30	8
11/6/02	8:00	4:30	0
11/7/02	6:00	2:30	8
11/8/02	8:00	4:30	0
11/9/02	6:00	2:30	8
11/10/02	8:00	4:30	0
11/11/02	6:00	2:30	8
11/12/02	8:00	4:30	0
11/13/02	6:00	2:30	8
11/14/02	8:00	4:30	0
11/15/02	6:00	2:30	8
11/16/02	8:00	4:30	0
11/17/02	6:00	2:30	8
11/18/02	8:00	4:30	0
11/19/02	6:00	2:30	8
11/20/02	8:00	4:30	0
11/21/02	6:00	2:30	8
11/22/02	8:00	4:30	0
11/23/02	6:00	2:30	8
11/24/02	8:00	4:30	0
11/25/02	6:00	2:30	8
11/26/02	8:00	4:30	0
11/27/02	6:00	2:30	8
11/28/02	8:00	4:30	0
11/29/02	6:00	2:30	8
11/30/02	8:00	4:30	0
12/1/02	6:00	2:30	8
12/2/02	8:00	4:30	0
12/3/02	6:00	2:30	8
12/4/02	8:00	4:30	0
12/5/02	6:00	2:30	8
12/6/02	8:00	4:30	0
12/7/02	6:00	2:30	8
12/8/02	8:00	4:30	0
12/9/02	6:00	2:30	8
12/10/02	8:00	4:30	0
12/11/02	6:00	2:30	8
12/12/02	8:00	4:30	0
12/13/02	6:00	2:30	8
12/14/02	8:00	4:30	0
12/15/02	6:00	2:30	8
12/16/02	8:00	4:30	0
12/17/02	6:00	2:30	8
12/18/02	8:00	4:30	0
12/19/02	6:00	2:30	8
12/20/02	8:00	4:30	0
12/21/02	6:00	2:30	8
12/22/02	8:00	4:30	0
12/23/02	6:00	2:30	8
12/24/02	8:00	4:30	0
12/25/02	6:00	2:30	8
12/26/02	8:00	4:30	0
12/27/02	6:00	2:30	8
12/28/02	8:00	4:30	0
12/29/02	6:00	2:30	8
12/30/02	8:00	4:30	0
12/31/02	6:00	2:30	8

Daily Schedule Example 1: In this example, the employee did *not* receive advance notice by the preceding Wednesday but works only the eight hours of the revised schedule of 6:00 a.m. to 2:30 p.m. Since advance notice was not given, the employee is still entitled to pay for the unworked hours of the original permanent schedule—2:30 p.m. to 4:30 p.m.—at the overtime rate. Consequently the employee is paid for two overtime hours in addition to straight time pay for the eight hours actually worked.

Daily Schedule Example 2: The employee received advanced notice by Wednesday of the preceding service week of the schedule change to 6:00 a.m. to 2:30 p.m. In this example, the employee works the revised schedule’s hours only and consequently is paid for only eight hours. However, the employee receives two hours of out-of-schedule premium for the hours 6:00-8:00 a.m. which were worked *outside of and instead of* the regular schedule.

Daily Schedule Example 3: Again, the carrier received advance notice by Wednesday of the preceding service week of the schedule change to 6:00 a.m.-2:30 p.m. The employee works the revised schedule plus one additional hour. Even though the carrier worked *two* hours outside of and instead of the carrier’s regular schedule, the carrier receives

only one hour of out-of-schedule premium pay. This is because out-of-schedule premium hours cannot exceed the unworked hours of the employee’s permanent schedule, as explained above. In this example, there is only one hour of the carrier’s permanent schedule that he did not work—3:30-4:30 p.m. Consequently, the carriers receive overtime pay rather than out-of-schedule premium pay for the extra hours.

Daily Schedule Example 4: In this example, the employee also received the required advance notice and works a revised schedule plus two additional hours. Although the carrier worked two out-of-schedule hours—6:00-8:00 a.m.—the carrier also worked his or her full permanent schedule. As a result, there are no “unworked” hours of the carrier’s permanent schedule and thus the two out-of-schedule hours must be paid at the postal overtime rate.

Weekly Schedule Example: The same rules used to illustrate a daily schedule change apply when management temporarily changes the days a carrier works but not the hours each day. Say an employee’s regular schedule is Monday through Friday and she is given timely notice of a temporary schedule change to Sunday through Thursday, with the same daily work hours. The hours worked on Sunday are out-of-sched-

ule premium hours provided they are worked instead of the employee’s regularly schedule hours on Friday. However, if the employee also works her regular schedule on Friday, then there can be no out-of-schedule premium hours since she worked her entire weekly schedule. The employee is paid overtime for the hours worked in excess of 40 during the service week.

Exceptions

Virtually every rule has exceptions. Indeed, there are several situations where the out-of-schedule pay rules discussed above do not apply. For letter carriers, the most important of these exceptions are the following:

- When an employee’s schedule is changed to attend a recognized training session that is a planned, prepared, and coordinated program or course (ELM 434.622.e);
- When an employee’s schedule is changed to provide limited or light duty (National Arbitrator Gamser, C-03212, March 12, 1980 and ELM 434.622.f);
- When an employee is allowed to make up time due to tardiness in reporting for duty (ELM 434.622.g);
- When the assignment is made to accommodate a request for intermittent leave or a reduced work schedule

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Out-of-Schedule Premium — Daily Schedule Examples

All four examples assume that the carrier’s original schedule was 8:00 a.m. to 4:30 p.m. and the revised schedule is 6:00 a.m. to 2:30 p.m.

Example	Hours Worked	Total Hours Worked	Straight Time Hours	OOS Premium Hours	Overtime Hours
1 No Notice	6:00 am-2:30 pm	8	8	0	2
2 With Notice	6:00 am-2:30 pm	8	6	2	0
3 With Notice	6:00 am-3:30 pm	9	7	1	1
4 With Notice	6:00 am-4:30 pm	10	8	0	2

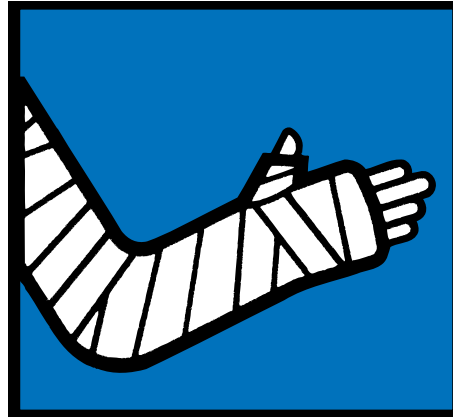
Conditions of OWCP coverage through the eyes of the examiner

Let's say as a steward or branch officer you've mastered the basics of how to advise one of your members who suffered an on-the-job injury. You've read "Finding Your Way Through the Maze of Workers' Compensation" in the *NALC Activist*, Winter 2003, pages 9-10, and you feel you have a good working knowledge of injury reporting procedures and what actions your member should take when filing a claim—as well as pitfalls they should avoid so that claims can be processed with the least amount of delay. Still, you're not sure that you're standing on solid ground—partly because you don't know how claims examiners at the U.S. Department of Labor's Office of Workers' Compensation Programs (OWCP) are going to look at the claims your members are filing. So now it's time to take a look at the other side of the equation—the conditions for coverage as claims examiners apply them when reviewing claims.

Each claim for compensation must meet certain requirements before it can be accepted. This is true whether the claim is for a traumatic injury, occupational disease, or death. While the requirements are addressed somewhat differently according to the type of claim, they are always considered in the same order: (1) time; (2) civil employee; (3) fact of injury; (4) performance of duty; and (5) causal relationship.

Time

The Federal Employees' Compensation Act (FECA) requires



that an employee give written notice of injury or occupational disease and file claim for compensation within specified time periods. If the employee fails to meet the appropriate time limitations, the claim will be denied even if it is otherwise valid. Forms CA-1, CA-2 and CA-7 are provided for the purpose of giving written notice of injury and claiming compensation.

The time limitations imposed by the FECA do not apply to minors under the age of 21 or an incompetent individual while he or she is incompetent and does not have a duly appointed legal representative. For all other employees, a claim for compensation must be filed within three years of the injury or death. Even if a CA-1 or CA-2 is not filed within three years, compensation may still be allowed if written notice of injury was given within 30 days or the immediate superior had actual knowledge of the injury or death within 30 days after occurrence. This knowledge may consist of written records or verbal notification; an entry into an employee's medical record may also satisfy this requirement if it is

sufficient to place the agency on notice of a possible work-related injury or illness.

For traumatic injury, the statutory time limitation begins to run from the date of injury. Since traumatic injuries are identifiable as to time and place of occurrence, meeting this time limit is fairly obvious. Although the FECA provides a three-year time frame for entitlement, it should be noted that in order to qualify to receive Continuation of Pay (COP), a CA-1 for a traumatic injury must be filed within 30 days of the date of injury.

For a latent condition or occupational disease claim, time begins to run when an injured employee who has a compensable disability becomes aware, or reasonably should have been aware, of a possible relationship between the medical condition and the employment. Where the exposure to the identified factors of employment continues after this knowledge, the time for filing begins to run on the date of the employee's last exposure to those factors.

For instance, the carrier could have been diagnosed with Carpal Tunnel Syndrome four or five years ago, but was able to continue working. The carrier and his or her physician determine that the repetitive motion of casing has caused or contributed to the condition, but it is not that serious yet and the carrier is released to return to full duties. Finally the condition gets to such a point that the physician wants to either perform particular treatment options or pull the carrier from work for a period of

time. The three-year statutory time limit would begin running from the last day at work when the carrier was casing mail.

Civil Employee

If the claim is timely filed, the claims examiner must next determine whether the injured or deceased individual was an "employee" within the meaning of the law.

The FECA covers all civilian Federal employees. Temporary employees are covered on the same basis as permanent employees. Contract employees, volunteers, and loaned employees are covered under some circumstances; such determinations must be made on a case-by-case basis once a claim is filed. Federal employees who are not citizens or residents of the United States or Canada are covered subject to certain special provisions governing their pay rates and computation of compensation payments. All Postal Service employees in the letter carrier craft are covered by the FECA, regardless of designation status or length of employment.

Fact of Injury

After the elements of "time" and "civil employee" have been considered, the claims examiner must decide whether the employee sustained a personal injury. This is called "fact of injury."

Fact of Injury involves two issues: (1) whether the claimant actually experienced the accident, event, or employment factor, which is alleged to have occurred; and (2) whether a medical condition has been diagnosed in connection with this event.

Performance of Duty

If the first three criteria have been accepted, the claims examiner must

determine whether the employee was in the performance of duty when the injury occurred. Generally the issue of performance of duty falls within three distinct areas: on agency premises, off agency premises, and other factors.

On Agency Premises: The majority of cases reported to OWCP involve straightforward situations in which the injury occurs while the employee is performing assigned duties or engaging in an activity which is reasonably associated with the employment on agency premises. Such activities include use of facilities for the employee's comfort, health, and convenience. For letter carriers, the premises include areas immediately outside the post office building such as steps or sidewalks, if the Postal Service either owns or maintains these areas as well as parking facilities, which the Postal Service owns, controls or manages. An employee will usually be covered if injured on such parking facilities.

Coverage is extended to employees who are on the premises for a reasonable time (usually considered 30 minutes) before or after working hours. It is not extended, however, to employees who are visiting the premises for non-work related reasons.

Injuries to employees performing representational union functions entitling them to official time are also covered while on postal premises. However, injuries to employees engaged in NALC's internal business, such as soliciting new members or collecting dues are not covered.

The agency's premises include the parking facilities, which it owns, controls or manages. An employee will usually be covered if injured on such parking facilities.

Off Premises Injuries: Coverage is extended to letter carriers who perform service away from the post

office or who are sent on errands or special missions.

Carriers do not have the protection of the FECA when injured en route between work and home except where the Service furnishes transportation to and from work, the carrier is required to travel during a curfew or an emergency, or the carrier is required to use his or her personal vehicle during the work day.

Although the FECA ordinarily does not cover injuries that occur during lunch hour off the premises unless the employee is in travel status or is performing regular duties off premises, different rules apply to letter carriers who must have lunch on or near their route. In such cases, lunch off the premises is covered if the eating facility is on or reasonably near the carrier's route. However, branch officers and stewards should inform carriers that an identifiable unauthorized deviation from the route for a personal reason, including lunch, may remove them from coverage. In fact, deviations of less than 3/10 or a mile have resulted in denied claims.

Other Factors: Some injuries occur under circumstances that are not governed, or not completely governed, by the premises rules. Injuries involving any of the circumstances indicated below must be determined on a case-by-case basis.

Recreation: An employee is covered while engaged in formal recreation for which he or she is paid or is required to perform as part of training or assigned duties.

Horseplay: An employee who is injured during horseplay is covered if the activity was one which could reasonably be expected where a group of workers are closely associated for extended periods of time. In this kind of case, it must be determined whether the specific

activity was a reasonable incident of the employment or whether it was an isolated event which could not reasonably have been expected to result from close association.

Assault: An injury or death caused by the assault of another person may be covered if it is established that the assault was accidental and arose out of an activity directly related to the work or work environment. Coverage may also be extended if the injury arose out of a personal matter having no connection with the employment if it was materially and substantially aggravated by the work association.

Harassment or teasing of employees by coworkers: This is a compensable factor of employment. Employees who are harassed, teased or called derogatory names by coworkers are considered to be in the performance of duty provided that the reasons for the harassment or teasing are not imported into the employment from the employee's domestic or private life.

Emergencies: Coverage is extended to employees who momentarily step outside the sphere of their employment to assist in an emergency such as to extinguish a fire or help a person hit by a car.

Union Representation: Employees performing representational functions, which entitle them to official time, are in the performance of duty and entitled to all benefits of the FECA if injured while performing those functions.

Emotional Reaction: The issue of performance of duty, while seemingly straightforward, becomes much more confusing when dealing with Emotional Reaction claims. As a result, it is important to address these stress-related conditions in greater detail.

Workers' compensation law does not apply to each and every illness

that is somehow related to an employee's employment. Where the disability results from an emotional reaction to regular or specially assigned duties or to a requirement imposed by the employment, the disability would come within the coverage of FECA. The Employees' Compensation Appeals Board (ECAB) held, in the case of Lillian Cutler, 28 ECAB 125, that when an employee experiences emotional stress in carrying out assigned employment duties, or has fear and anxiety regarding his or her ability to carry out these duties, a resulting disability is considered to have "arisen out of an in the course of employment." On the other hand, the disability is not covered where it results from a frustration from not being permitted to work in a particular environment or to hold a particular position.

Personnel actions such as the regular administrative functions of an agency (leave usage, disciplinary action, etc.), performance ratings, performance assessments and informal discussions of performance, standing alone, are not sufficient to provide coverage under the FECA. In general, for a personnel action to be compensable, the injured employee must establish an error or abuse of administrative authority by the agency for the condition to be compensable. Without this showing of error or abuse of administrative authority, the emotional reaction is considered self-generated. To establish error, an employee claiming an emotional reaction should document the error through either the grievance procedure or an appeal to the Merit System Protection Board, EEO. Branch officers and stewards should keep in mind that although personnel actions may be canceled or modified through the grievance either by management itself or as a result of a third-party determination, cancella-

tion or modification of personnel actions and settlements of disputes do not, of themselves, establish that the actions were erroneous or unreasonable. However, when a grievance is sustained in the carrier's favor or EEO makes a find that establishes the error or abuse of administrative authority, the employee's reaction cannot be considered self-generated.

Causal Relationship

After the four factors described above have been considered, the claim examiner looks to see whether there is a causal relationship between the condition claimed and the injury or disease sustained. Unlike "fact of injury" which involves simply the determination that a medical condition is present, "causal relationship" involves the establishment of a connection between the injury and the condition found and is determined entirely on the basis of the medical evidence provided by physicians who have examined and treated the employee.

An injury or disease may be related to employment factors in any one of four ways:

Direct Causation: This term refers to situations where the injury or factors of employment result in the condition claimed through a natural and unbroken sequence. A fractured arm sustained in a fall is considered a direct result of the fall, and a sensorineural hearing loss might likewise be caused directly by occupational noise exposure over a period of time.

Aggravation: If a pre-existing condition is worsened, either temporarily or permanently, by a work-related injury, that condition is said to be aggravated. For instance, a traumatic back injury may aggravate a claimant's pre-existing degenerative disc disease, and compensation would

be payable for the duration of the aggravation as medically determined.

Temporary aggravation involves a limited period of medical treatment and/or disability, after which the employee returns to his or her previous medical status. Compensation is payable only for the period of aggravation established by the medical evidence, and not for any disability caused by the underlying disease. This is true even if the employee cannot return to the job held at the time of injury because the pre-existing condition may be aggravated again.

Temporary aggravations may involve either symptoms or short-term worsening of a condition. For instance, a claim may be accepted for angina, which is essentially a symptom, in which case medical treatment and compensation would be limited to the period of work-related angina and would not encompass treatment or disability due to the underlying condition. Likewise, a claimant with a psychiatric condition may suffer a short-term worsening of the condition, which then reverts to its prior state. Both of these situations qualify as temporary aggravation.

Permanent aggravation occurs when a condition will persist indefinitely due to the effects of the work-related injury or when a condition is materially worsened by a factor of employment such that it will not return to the pre-injury state. For instance, an allergy which would have persisted in any event may be permanently aggravated by exposure to dust and fumes in the workplace such that subsequent episodes are more severe than they otherwise would have been.

Acceleration: A work-related injury or disease may hasten the development of an underlying condition, an acceleration is said to occur

when the ordinary course of the disease does not account for the speed with which a condition develops. For example, a claimant's diabetes may be accelerated by a work schedule, which is so erratic that it prohibits the regular food intake required by persons with this condition. An acceptance for acceleration of a condition carries the same force as an acceptance for direct causation. That is, the condition has been accepted with no limitation on its duration or severity.

Precipitation: This term refers to a latent condition, which would not have manifested itself on this occasion but for the employment. For example, tuberculosis may be latent for a number of years, then become manifest due to renewed exposure in the workplace. The claim would be accepted for precipitation, but the acceptance would be limited to the period of work-related tuberculosis and the OWCP's responsibility for the condition would cease once the person recovered. Any ensuing episode of the disease would be considered work-related only if medical evidence supported such a continued relationship. In this way acceptance for precipitation may resemble acceptance for temporary aggravation.

Summary

As we've seen, before a claim for compensation can be accepted, it must meet five requirements: (1) time; (2) civil employee; (3) fact of injury; (4) performance of duty; and (5) causal relationship. When advising an injured member, stewards should review all five requirements and make sure the claim meets the test as explained above. Only by mastering these more subtle but important details of the law will stewards be able to ensure that carriers know when it is appropriate to file a compensation claim—and when it is not. ■

Out-of-Schedule Pay

continued from page 10

for family care or serious health problem of the employee (ELM 434.622.k and 515.6);

- When full-time letter carriers fill temporarily vacant Carrier Technician positions under the provisions of Article 25. In such cases, letter carriers assume the hours of the vacancy and are not entitled to out-of-schedule pay. The pre-arbitration settlement M-00431, January 27, 1982 provides the following: Details of anticipated duration of one week (five working days within seven calendar days) or longer to temporarily vacant Carrier Technician positions shall be filled per Article 25, 1981 National Agreement. When such temporary details involve a schedule change for the detailed employee, that employee will assume the hours of the vacancy without obligation to the employer for out-of-schedule overtime;

- When eligible full-time letter carriers opt on temporarily vacant craft duty assignments under the provisions of Article 41, Section 2.B.3. In such cases, letter carriers assume the hours of the vacancy and are not entitled to out-of-schedule pay.

- When a request for a schedule change is made by the employee for personal reasons. See sidebar on page 15.

Who Is Covered By the Rules

Reserve and Unassigned

Regulars: All of the out-of-schedule provisions of Section 434.6 of the ELM apply to reserve and unassigned regulars in the same manner as they apply to full time letter carriers with bid assignments because reserve and unassigned regulars have permanent fixed schedules. Some

local managers—and even some shop stewards—erroneously believe that unassigned regular letter carriers' schedules can be periodically changed without triggering the out-of-schedule provisions of ELM Section 434.6. Shop stewards should be aware of this issue in order to ensure that reserve and unassigned letter carriers know their rights and are correctly paid.

Carrier Technician Assignments:

The five routes on a Carrier Technician's string or group that constitute a full-time duty assignment are normally carried in the posted sequence. In the absence of any Local Memorandum of Understanding provisions or binding past practice concerning this issue, management has discretion to move a Carrier Technician off the assignment he or she is working in the regular rotation to another route *on* the Carrier Technician's string. This management right is limited to changing the route a Carrier Technician works. It does not change the out-of-schedule pay provisions of ELM 434.6

Thus, when Carrier Technicians are temporarily moved to another route on their string with a different starting time, their regular permanent schedule remains the hours they would have worked had they not been moved and worked their assignment in the normal rotation instead. This means that they still retain and are still entitled to be paid for the hours of their regular schedule unless appropriate advance notice of a schedule change is given. If advance notice is given, they are receive out-of-schedule pay instead. See JCAM, Article 41, page 7.

For example, on Tuesday a Carrier Technician is supposed to work route 2, an assignment with an 8 a.m. to 4:30 p.m. schedule. Instead, management assigns her to work eight hours on route 3 which she normally works

on Wednesday, and which has a 7 a.m. to 3:30 p.m. schedule. If she had been given timely notice, the Carrier Technician would receive one hour of out-of-schedule pay for the work between 7 a.m. and 8 a.m., time work *outside of and instead of* her regular schedule, and then straight-time pay for the remaining seven hours she actually worked. Had timely notice not been given, she would still be entitled to pay for the unworked hours of the original permanent schedule—3:30 p.m. to 4:30 p.m.—resulting in nine paid hours and consequently one hour's pay at the overtime rate.

204B Assignments: The out-of-schedule provisions also apply to letter carriers working on 204B assignments. National Arbitrator Mittenthal held in case C-00580 that acting supervisors (204Bs) are "entitled to the out-of-schedule premium during their details as temporary supervisors." More generally, National Arbitrator Gamser held in case C-00161 that management could not be relieved of the obligation to pay out-of-schedule premium by informing employees who volunteered for higher level assignments that such assignments would be con-

sidered to be "at the request of the employee." This means that whenever a full-time letter carrier works as a 204B on different schedules than those of the craft duty assignment, the out-of-schedule rules apply.

Summary

Even on paper the out-of-schedule rules are complex, and they are certainly more difficult to apply in real life situations arising on the work-room floor. Nonetheless, stewards should make every effort to understand these rules and to acquire all the facts from the carrier whose schedule time is temporarily changed. Stewards should remember that not only could the carriers' pay be affected by erroneous computations—since the Postal Data Center may not know whether a temporary schedule change was made for an employee's personal convenience or, if not, whether the employee was notified of the change by the Wednesday of the preceding week. Also, by ensuring that the out-of-schedule pay rules are applied correctly, stewards indirectly monitor the overtime provisions of Article 8. ■

Voluntary Schedule Changes

ELM Section 434.622.i addresses situations in which full-time employees wish to have their regular schedules temporarily changed for their own personal convenience. Management need not pay out-of-schedule premium when a change in a full-time employee's schedule meets *all three* of the following criteria:

1. The requested change in schedule is for the personal convenience of the employee— not for the conve-

nience of management (see 204B assignments, below); and

2. The employee has signed a form 3189, *Request for Temporary Schedule Change for Personal Convenience*; and

3. Management and the union's representative (normally the certified steward in the employee's work location) agree to the change and both sign the Form 3189. ■

Regional Training Seminars

Listed below are regional training and educational seminars scheduled to begin before August 1, 2003.

For more information, contact your national business agent.

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

May 2-3, South Carolina State Convention, Holiday Inn, Greenville, SC.
June 6-8, Georgia State Training Seminar, Northeast Hilton, Norcross, GA.

June 19-22, Florida State Convention, Royal Plaza Hotel, Lake Buena Vista, FL.

June 20-21, North Carolina State Convention, Burlington, NC.

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

Chicago Region (Illinois)

April 29, Local Training Seminar, Holiday Inn, Alton, IL.

April 30, Local Training Seminar, Rend Lake Seasons Lodge, Whittington, IL.

National Business Agent Neal Tisdale, (309) 762-0273.

KIM Region (Kentucky, Indiana and Michigan)

May 18-20, Michigan State Convention, Gaylord, MI.

May 30-June 2, Indiana State Convention, Indianapolis, IN.

June 7-9, Kentucky State Convention, Owensboro, KY.

National Business Agent James Korolowicz, (248) 589-1779.

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

April 25-26, North Dakota State Convention, Grand Forks, ND.

April 28-May 2, Regional Training Seminar, Holiday Inn Metrodome, Minneapolis, MN.

May 17-18, Wisconsin State Association Training Seminar, Wisconsin Rapids, WI.

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

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

April 11-13, Nebraska State Convention, Ramada Inn, Kearney, NE.

April 25-26, Kansas State Convention, Holiday Inn, Great Bend, KS.

May 4-6, Iowa State Convention, Radisson Hotel, Davenport, IA.

June 20-22, Missouri State Convention, Inn at the Grand Glaize, Lake of the Ozarks, MO.

National Business Agent Arthur Buck, (314) 872-0227.

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