

The mission is...



**James D.
Henry**

John Quincy Adams once said, “Find a mission that you can give yourself over to and then spend your days moving that mission forward. Man is made so that when anything fires his soul, the impossibilities vanish. The influence of each human being on others in this life is a kind of immortality.”

Once I became a union activist, I found that mission which I could give myself over to, and I’ve spent my days since moving that mission forward. That mission is multifaceted. Chief among the facets are the preservation and advancement of letter carriers’ contractual rights, dignity and respect in the workplace, and the rightful entitlement to committed representation. These are principles that, at minimum, I believe should be inherent and in practice. As NALC’s national vice president, I find it not only my responsibility but my duty to ensure that the aforementioned is provided to the membership.

In accomplishing the mission, it is necessary to identify areas of concern that plague letter carriers’ quality of work life, and that have become an impediment to contract enforcement. All too often, management insists on placing greed before the needs of the letter carriers. In other words, their desire to achieve financial gain often supersedes their obligation to adhere to the collective-bargaining agreement.

The contractual violations occur so frequently and consistently that there would appear to be no respect by management for the contract. In particular, the violation of exceeding the maximum work hours limits of 12/60 has reached epidemic proportion nationwide. Despite the innumerable grievances filed and the multitude of arbitration awards, Step B decisions and local settlements in the union’s favor, management routinely resists complying with Article 8.5.G of the CBA. However, the good news is that the more management resists, the more the union will persist, and insist, on contract compliance to ensure that letter carriers are not deprived of their rights. The goal of my office is to work closely with the national business agent offices and collaborate on methods to sufficiently address the matter. Just know that we see and hear your concerns.

Another important part of contractual compliance is management honoring and adhering to grievance settlements, i.e., Informal A, Formal A, Step B decisions or arbitration awards. Article 15.3.A of the collective-bargaining agreement requires “good-faith observance.” What was once a common practice and expectation to honor agreements between labor and management has become an unreliable occurrence. All too often, if an agreement calls for payment over the supervisor’s/manager’s personal limit, payment is severely delayed or not paid at all. If the agreement calls for an instructional resolution of “cease and desist,” management routinely makes a willful decision to continue the violations. If the settlement calls for a disciplinary action to be rescinded and the carrier made whole, it is not uncommon for the required action to be unduly delayed.

I work closely with the NBAs to identify and expose those who deliberately fail to comply with grievance settlements/decisions, and then hold them accountable. One effective way is to what I call “drag the net.” That is to consistently hold upper management responsible for holding their subordinates accountable through interventions and labor-management meetings in addition to the grievance procedure.

There is an old adage, “happy wife, happy life.” That statement reflects the truth of how one interacts with their principal partner makes a difference in the quality of your life. Similarly, the principal partners of USPS management are the letter carriers. It is a daily occurrence to have some disagreement with management, from your 3996 workload estimate to simply needing time off for rest, relaxation and recreation due to the inordinate amount of work hours most are experiencing these days due to staffing issues. This often results in low morale and needless confrontation on the workroom floor. It also causes some supervisors/managers to employ the “ends justify the means” approach, resulting in lack of dignity and respect toward the carriers in an attempt to meet their time and budget constraints. No letter carrier is deserving of being treated with hostility, or being harassed or disrespected. I’m a firm believer that, as representatives, we unequivocally demonstrate to our craft that we will not stand idly by when the aforementioned is observed. Moreover, we must affirm to management that our resolve is firm, and that we will enforce the Joint Statement and Violence and Behavior, whereas it states, “Those whose pattern of conduct continues will be removed from their positions.”

The mission is representation of letter carriers’ interest. That is at the heart of what we do as a union. Goals are merely steps to its achievement.

Another important part of contractual compliance is management honoring and adhering to grievance settlements, i.e., Informal A, Formal A, Step B decisions or arbitration awards. Article 15.3.A of the collective-bargaining agreement requires “good-faith observance.” What was once a common practice and expectation to honor agreements between labor and management has become an unreliable occurrence. All too often, if an agreement calls for payment over the supervisor’s/manager’s personal limit, payment is severely delayed or not paid at all. If the agreement calls for an instructional resolution of “cease and desist,” management routinely makes a willful decision to continue the violations. If the settlement calls for a disciplinary action to be rescinded and the carrier made whole, it is not uncommon for the required action to be unduly delayed.

I work closely with the NBAs to identify and expose those who deliberately fail to comply with grievance settlements/decisions, and then hold them accountable. One effective way is to what I call “drag the net.” That is to consistently hold upper management responsible for holding their subordinates accountable through interventions and labor-management meetings in addition to the grievance procedure.