

# Our mission



**James D. Henry**

**J**ohn 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 the mission that I could give myself over to, and I’ve spent my days ever since moving that mission forward. Chief among the elements of the mission are the preservation and advancement of letter carriers’ contractual rights, dignity and respect in the workplace, and the

rightful entitlement to committed representation. As the NALC vice president, I find it not only my responsibility, but my duty to ensure that the aforementioned is made available to the membership and is exhibited.

It is necessary to identify areas of concern that plague letter carriers’ quality of work life and have become an impediment to contractual enforcement. Effective representation is thwarted by management’s desire to achieve financial gain which often supersedes their obligation to adhere to the collective-bargaining agreement.

The contractual violations occur so frequently and consistently that it would appear there’s no respect by management for the contract. In particular, Article 8 issues literally have 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 compliance and good faith observance of the collective-bargaining agreement (CBA). However, the good news is, 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 and a quality of work life. Just know that we see and hear your concerns.

**Management must honor and adhere to grievance settlements,** be it Informal A, Formal A, Step B decisions or arbitration awards. Article 15.3.A of the CBA requires “good faith observance.” All too often, if an agreement calls for payment over the supervisor/manager’s personal limit, payment is severely delayed or not made at all. If the agreement calls for an instructional resolution of “cease and desist,” management routinely makes a willful decision to

continue violations. If the settlement calls for a disciplinary action to be rescinded and the carrier made whole, it is not uncommon that the required action is unduly delayed. I work closely with the NBAs to identify and expose those who deliberately fail to comply with grievance settlements/decisions, and to 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.

Unfortunately, it is a daily occurrence for letter carriers to have some disagreement with management, from your 3996 workloads 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. No letter carrier deserves to be treated with hostility, to be bullied, harassed and disrespected, to be treated with a lack of dignity. I’m a firm believer that as representatives, we unequivocally demonstrate to our craft that we will not stand idly by when the above is observed. Moreover, we must affirm to management that our resolve is sure, and that we will enforce the Joint Statement and Violence and Behavior, which states, “Those whose pattern of conduct continues, will be removed from their positions.”

**The most impactful improvement, as I see it, that could occur locally, is to address the dispute resolution team (DRT) departure from what it was initially intended to achieve.** The Dispute Resolution Process (DRP) is and was intended to be “joint.” The union and management team members were to perform their work with autonomy and to decide the grievances based solely on the facts in the file without interference and/or politics. The Step B decisions rendered were intended to help the local parties in resolving similar future cases. Unfortunately, all the above has, for the most part, been discarded

Cases are impass that should be resolved. and often when cases are resolved, they lack the informative component to aid in future disputes. There is a pressing need to get back to basics and update the DRP and assist the DRT members in knowing how to thrive in today’s labor-management work environment.

I’m cognizant of the fact that management may not be receptive to what we eventually will bring to the discussion. We will remain steadfast at this undertaking and be goal-oriented so that we can make the most of an opportunity when it occurs. 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.