

Grieving improper excessing

As mail volume has declined and Flat Sequencing System (FSS) mail has been implemented, there has been a corresponding increase in the number of letter carriers excessed recently. Unfortunately, this also means there has been an increase in the number of letter carriers improperly excessed in violation of Article 12 of the National Agreement.

There are several issues that shop stewards and NALC representatives should look into **before excessing takes place** to determine if it is proper.

In the past, management has argued that a review of the comparative workhour report after excessing under the provisions of Article 12.4.C is the only way to determine if excessing is proper. However, the parties have specifically agreed on a

number of things that must take place **prior** to excessing. This article is dedicated to a few of the issues that may be investigated and grieved **before the excessing takes place**.

Primary principle of excessing

The primary principle of excessing is set forth in Article 12.4.A of the National Agreement, which states:

A primary principle in effecting reassignments will be that dislocation and inconvenience to employees in the regular work force shall be kept to a minimum, consistent with the needs of the service."

This language is further explained on page 12-8 of the April

Investigate before excessing takes place to determine if it is proper.

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2009 Joint Contract Administration Manual (JCAM):

When management needs to reduce the number of employees in an installation other than by attrition, the following applies:

- *Management must seek to excess employees to another craft in the same installation under the provisions of Article 12.5.C.5.a (4).*
- *Then, management must seek to excess employees to same*

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Joint Statement on Violence Turns 20

On Valentine's Day twenty years ago, the Postal Service, NALC and other employee organizations signed the Joint Statement on Violence and Behavior in the Workplace (M-1242). In so doing, the organizations committed to the following principles:

There is no excuse for and will be no tolerance of violence or any threats of violence by anyone at any level of the Postal Service.

Every employee at every level of the Postal Service should be treated at all times with dignity, respect, and fairness.

Making the numbers is not an excuse for the abuse of anyone.

The parties affirmed their belief that dignity, respect and fairness are basic human rights and pledged their efforts toward a safer, more harmonious, as well as a more productive workplace.

Six months later, the parties further realized that the same discussions and cooperative efforts taking place at the national level also must be made at the regional, and district levels and signed the second joint statement (M-1243).

It is essential to our efforts that the same discussions and cooperative efforts take place among representatives of management, postal unions, and management organizations at the region, division, and MSC levels.

We can—and must—work together to resolve the factors contributing to disputes in our workplace, and we expect our counterparts at all levels of the organization to work toward that end.

The Postal Service, by virtue of signing the joint statements, also promised to deny rewards to those who violated these rights and to remove repeat offenders from the Postal Service.

If management ignores the Joint Statements

These statements are as important today as they were when originally agreed upon in 1982. If management does not abide by the precepts contained in the joint statements, letter carriers should immediately contact their local steward or branch officer so they can properly conduct an investigation and prepare a grievance based on documented events and evidence.

Class action vs individual grievance

Class action grievances for the Joint Statement may provide the union a better and more advantageous avenue to reveal the behavior of an abusive supervisor.

Corroborating evidence is especially important to Joint Statement violations.

As you interview the grievant or the witnesses, prepare interview notes for their review and signature.

Documenting Joint Statement cases

In order to document a violation of the Joint Statement on Violence and Behavior in the Workplace, branch officers and stewards should start by assembling the facts and statements listed in Box 1 on the following page.

Corroborating evidence is especially important to Joint Statement violations. As you interview the grievant or the witnesses, prepare interview notes for their review and signature.

Prior incidents

Sometimes, there is no other witness to the event other than the victim, and so no possibility of obtaining a statement corroborating the



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Interview Victim

Who is the victim (grievant) of the event?

What does the victim describe as the event?

How did the event affect the victim?

Have the grievant provide a written statement verifying the subject of the complaint, if possible. This statement might be helpful in future cases involving the same supervisor/manager/ postmaster.

Interview Witnesses

Who observed and or heard (witnessed) the event(s) that is being called a violation of the Joint Statement?

What did the witness see and/or hear? Location of the witness from grievant(s) - be very descriptive.

Obtain a statement written by the witness or an interview by the steward which addresses the subject of the complaint.

If you have a witness that fears retaliation, identify the witness as "witness #1, #2, etc...", " but make sure that you provide your shop steward with a list of names corresponding to the unnamed witnesses so that they can be located if the case has to go to arbitration.

Box 1 — Investigating a JSV Case

victim’s account. If there are no witnesses to the specific event, investigate whether there are other one-on-one situations which have been challenged and might help to establish a pattern of behavior by the offending supervisor (or manager or postmaster)? Possible sources of relevant information that can help you build a case include:

- Prior Grievance settlements
- EEO/Redress
- Labor-Management meeting minutes
- Supervisor’s prior discipline

Always identify which portion of the Joint Statement (see the following list) was violated by the specific behavior that is being objected to by the union (class action) or the victim and support your opinion with an explanation.

- Dignity and respect
- Violence
- Threats and intimidation
- Offensive behavior

Remedy

The remedy we seek should be based on the degree of misconduct by the offending manager with consideration for previous proven violations and the effect that it had on the employee(s) at your work location. The goal in formulating a remedy is to make sure that the of-

Cease and Desist – Define the specific behavior which must stop

Training – Research what training is available before you commit. If your settlement includes training be specific as to exactly what that training will entail.

Apology – If you settle for an apology, you need to draft the apology jointly.

Removal from Carrier Supervisory Duties

Other – If you believe the manager should not be promoted, that needs to be part of the settlement.

Box 2 — Possible JSV remedies

fending manager is ordered to cease and desist violating the Joint Statement. Examples of possible remedies can be found in box 2 below.

If the evidence proves a serious violation of the Joint Statement, don’t settle for soft or non-citable language as this will have less future value if the behavior continues.

If this is a repeat offender and prior efforts to change their behavior have failed then we should be seeking a stronger penalty such as, but not limited to, barring that individual from any further supervisory control over our craft.

Twin remedies

Arbitrator Leonard C . Bajork (C-20643) reasoned that managers or supervisors of an abusive supervisor may also be subjected to the Joint Statement. Arbitrator Bajork found that supervisors and managers have the primary responsibility to lead the effort for Joint Statement compliance.

Arbitrator Bajork states in relevant part:

Based on the evidence of this case, I hold that superiors of a supervisor or manager identified in a grievance may likewise be subjected to the Joint Statement’s twin remedies absent any exculpatory evidence of their violation.

Supporting documentation

Stewards and branch officers should consider including in the case file other contractual provisions as helpful tools in support of cases involving the Joint Statement. See box 3 on page 5 for references which might strengthen your case.

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Customer Connect . . .

Teleconference/Meeting Guidelines

Customer Connect recently surpassed \$1.4 billion in estimated annualized revenue. Our cooperative efforts with postal management are making great strides towards saving our futures in the Postal Service. While significant progress should be recognized and applauded, we have to be honest with ourselves and be aware that there is still a lot of work to be done.

Like any national program, in Customer Connect there are pockets of the country that are off the charts with regards to the high percentage of carrier participation; yet, on the other end of the spectrum, there are some places that need a lot of improvement. There is no sense in wasting our time trying to affix blame, but it does make sense to spend some time finding better ways to come together to make Customer Connect work, or work better, in every town across the country.

Working toward that end, the national parties have formulated the recommended guidelines found on pages 4-5 for conducting the required quarterly teleconferences.

The NBA and management representatives are to schedule teleconferences as far in advance as possible. In an effort to ensure that all local parties stay informed, the NALC is now posting the District Teleconference Schedules by region on the NALC website at: <http://nalc.org/depart/cau/custconn/index.html>. The posted schedules are updated as soon as they are finalized and submitted by the NBA's office.

Process For Customer Connect Quarterly Teleconferences

1. Establish a District Management Coordinator (DMC) (e.g., Marketing Manager, Business Development Specialist etc.) to work in conjunction with National Business Agent (NBA) to set and organize quarterly teleconference meetings.
2. The DMC **must** work with the NBA or their designee **as a "first step"** to ensure the selected teleconference dates are conducive for both parties. Neither party should set dates without the other.
3. The coordination of meetings should be conducted in ample time for USPS management and NALC to effectively notify and coordinate attendance of pertinent parties.
4. The DMC should notify and coordinate the attendance of management's team and the NBA (or their designee) will notify and coordinate the attendance of NALC's representatives. The DMC should emphasize with management that they **must** allow time for the local office carrier coordinator to attend quarterly teleconference meetings.
5. In the event a "local post office management coordinator" is unable to attend a teleconference, they should assign a local representative. In the event a carrier coordinator is unable to attend, or an office does not have an assigned carrier coordinator, the NBA (or their designee) should work with the local president to ensure there is an NALC representative. It will not always be feasible that "all" parties will be available—thus selecting a representative is important.
6. As a best practice/option, quarterly teleconferences can be set on a recurring schedule to minimize the work load of coordinating new dates and times each quarter (e.g., first Wednesday of every quarter).
7. The DMC and the NBA (or their designee) should have a meeting prior to the teleconference to identify facilitators, speakers, and agenda items for the quarterly district teleconference.
8. The DMC should ensure that the local post office managers are aware of their designated Customer Connect Carrier Coordinator. The NALC should provide updates to the DMC whenever the new carrier coordinators are assigned.

Required attendees

- National Business Agent
- Local President(s) (as determined by NBA)
- Customer Connect Carrier Coordinators at post office level
- Customer Connect Management Coordinator at post office level
- District Manager, Shipping and Mailing Solutions
- District Manager, Marketing
- Other district support team members/coordinators as applicable
- Manager, Post Office Operations (optional attendee)
- Area Manager, Shipping and Mailing Solutions (optional attendee)
- Area Manager, Marketing (optional attendee)

Recommended topics

Customer Connect performance

- What offices are doing well? Why?
- What offices are not doing well? Why not?
- **Customer Connect strategies**
- What gaps exist?
- What are some strategies to close the gaps that can be

used (e.g., discuss timelines and tasks specific to individuals)?

- Are the bi-weekly talks being presented and posted?

Discuss specific success stories and/or best practices

- Identify and highlight the highest successful leads since the last teleconference (i.e., carrier that submitted the most-leads and leads with the highest valued sale).
- Who, what, when, and where – determine how they can be advertised and shared amongst the area, district, and NALC communication channels.

Recognition

- Identify offices with 100% participation and discuss options for unit wide recognition.

Other

- Assistance if carrier coordinators are not selected.
- Do you need any assistance from Area/HQ?
- Are there any challenges that need to be discussed?
- Explanation and updates on quarterly focus of Grow Your Business Days and how carriers contribute with identifying customers using tear pads.
- Revisit program mandates if necessary.

JSV turns 20

(Continued from page 3)

All of us are committed to mutual and joint efforts to improve the workplace environment and USPS's overall performance. Enforcing the provisions of the Joint Statements on Violence and Behavior in the Workplace continues to be an important part of achieving this goal.

M-1664

...DOIS projections are not the sole determinant of a carriers leaving or return time, or daily workload. As such, the projections cannot be used as the sole basis for corrective action.

M-39 Handbook, Section 115.4

...it is the front-line manager who controls management's attempt to maintain an atmosphere between employer and employee which assures mutual respect...

ELM, Section 665.16 Behavior and Personal Habits

...Employees are expected to maintain harmonious working relationship and not do anything that would contribute to an unpleasant relationship

Office Efficiency Tool M-1769

...No carrier shall be disciplined for failure to meet standards, except in cases of unsatisfactory effort which must be based on documented, unacceptable conduct that led to the carrier's failure to meet office standards.

USPS-NALC Joint Statement of Expectations M-1492

...We will make every effort to establish and maintain a more constructive and cooperative working relationship between union and management...



Box 3— Other Contractual Tools

Align Network . .

Would you let the company hire your physical therapist?

The Postal Service has established a business relationship with Align Networks to provide physical therapy network services for employees with Office of Worker's Compensation Program (OWCP) approved work related injuries and illnesses.

The Postal Service has held mandatory service talks around the country to pitch the program and in doing so it has distributed handouts that imply the program is mandatory and that an injured letter carrier would incur no out of pocket cost.

was done without prompting from the NALC.

The *Alert* makes a number of pertinent points.

- "Only the Department of Labor's Office of Workers' Compensation Programs has the authority to determine what medical care will be authorized."
- "Medical Providers are not required to refer USPS claimants only to Align Network for authorization for physical therapy; any communication that suggests or

of a condition approved by OWCP under FECA."

- "Regardless of what provider is used, there are never co-pays or out-of-pocket expenses under FECA for physical therapy treatment for an approved condition."

The *Alert* can be found in its entirety at: <http://www.dol.gov/owcp/dfec/regs/compliance/AlignWebPostingOWCPApproved.pdf>

While the NALC is in the process of finding out more about both the program and the Service's relationship with Align Networks, we have serious concerns based on information we have already received. In the service talks for example, the USPS states that Align Networks will coordinate the scheduling of physical therapy appointments. Does this mean that appointments will be made on SDOs or at the end of full work shifts? Will postal supervisors also participate in the scheduling?

All physical therapy approved by OWCP is at no cost to the injured letter carrier.

Injured letter carriers and their representatives should be aware that all physical therapy approved by OWCP, regardless of the provider, is at no cost to the injured letter carrier.

OWCP has posted an *Alert* on the Division of Federal Employees' Compensation (DFEC) home page to correct the confusion and inference of misinformation caused by the service talks and recent communications from the Postal Service and Align Networks. The posting

implies otherwise is simply incorrect."

- "Align Networks does not have the power to authorize physical therapy treatment under the FECA."
- "No federal employee (including any USPS employee/claimant) is required to use Align Network, or a physical therapist that is affiliated with Align Network, for scheduling or treatment

In accordance with a national level settlement between the USPS and the NALC ([M-01161](#))

It is agreed that an employee cannot be required or compelled by the postal Service to undergo a scheduled medical examination and/or treatment during non-work hours.

The NALC also has serious Privacy Act concerns over what information the Postal Service and Align Networks will share with each other regarding injured letter carriers and their medical conditions.

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Final Steps before Local Negotiations

In previous issues of the Activist we discussed what branch leaders can do to form Local Memorandum of Understanding (LMOU) committees, gather information needed to develop local bargaining strategies, select the actual bargaining team and draft bargaining proposals. In this issue we will discuss a few final steps that need to occur before the bargaining sessions actually begin.

Notify management of intent to bargain

Once the National Agreement is finalized and the implementation period defined, either through negotiation and ratification or through the decision of an arbitrator, you should notify your postmaster as soon as possible if you intend to conduct local negotiations. An early notice will enable you to begin negotiations promptly when the implementation period begins. It's best to get your negotiations started as soon as possible. You might think you will be done in a few bargaining sessions and be wrong. Sometimes bargaining meetings get postponed; other times you may get bogged down on one or two important items. You don't want to find yourselves rushing to finish negotiations before the implementation period runs out.

It is strongly recommended that you mail a written notice to the installation head and keep a copy. Here's a sample of language you may use:

This is to notify you that, pursuant to Article 30 of the 20__ National Agreement, Branch _____, National Association of Letter Carriers, wishes to negotiate a Local Memorandum of Understanding with the management of the _____ Post Office.

We request a meeting with you and the members of your staff as soon as possible to establish the ground rules for negotiations as well as meet-

(for example, changes in dates) the parties have agreed to in order to bring the old memo up-to-date.

Ground rules

Your first meeting with management should be to establish the ground rules for the bargaining sessions. If possible, this meeting should occur well before the actual implementation period to allow you and your negotiating team time to

You should also notify management even if you only intend to extend your current local memo

ing dates, times and places.

It is a good idea to notify management even if management has already notified the branch of its own intention to conduct local negotiations.

You should also notify management even if you only intend to extend your current local memo through the term of the new contract. In that case you should discuss the matter with management and execute a written extension signed by both parties. It is recommended that as part of this document, you indicate what minor editorial changes

make any arrangements they may need to make to be available for the sessions. If not done in advance, ground rules should be the first order of business at your first negotiating session with management. Setting the ground rules before actual bargaining begins will help clarify how the parties expect to conduct negotiations and prevent later disputes over the process.

A "Sample Ground Rules for Local Negotiations" has been provided on pages 8-9 of this issue. Not all of these suggested rules will fit

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SAMPLE GROUND RULES FOR LOCAL NEGOTIATIONS

Representatives of the _____ Post Office, United States Postal Service, and Branch _____ of the National Association of Letter Carriers, AFL-CIO, agree to conduct negotiations for a Local Memorandum of Understanding in accordance with the following procedures:

1. Designation of Parties. For use in these Ground Rules, the National Association of Letter Carriers will be referred to as Union and the _____ Post Office, U.S. Postal Service, as Employer.

2. Place of Negotiating Sessions. Negotiations will be held in Room _____, Building _____ or such place as may be mutually agreed upon. Union negotiations will use Room _____ for caucus purposes. Employer negotiators will use Room _____ for caucus purposes.

3. Time Schedule for Negotiating Sessions. Negotiations will be conducted _____ during hours mutually agreed to by the parties until bargaining is concluded. Changes in the time schedule may be made by mutual consent of the Union and Employer spokespersons. The parties agree that the time schedule may be kept flexible to achieve a productive level of negotiations. In the event a bargaining session is unavoidably cancelled, it shall be rescheduled on a day prior to the next scheduled meeting. A time for adjourning will be set by mutual agreement at the commencement of each meeting. Such time may be changed only by mutual agreement.

Negotiations shall commence on _____ at _____.

4. Recess. The spokesperson for either party may call a recess for the purpose of a caucus at any time. The negotiations shall resume upon mutual agreement.

5. Negotiating Teams

(a) Negotiators for the Parties. The negotiators for the parties shall be:

Union Spokesperson _____ Employer Spokesperson _____
Members _____ Members _____
Members _____ Members _____

(b) Alternates. Either party may designate alternate negotiators to serve in place of each regular negotiator. Alternates may be present at all negotiation sessions.

(c) Change of Negotiators. If either party finds it necessary to change negotiators or alternates, the spokesperson for that party shall notify the spokesperson for the other party of such change.

(d) Technical support. Persons providing technical support may attend negotiating sessions at the discretion of either party.

6. Subcommittees. By mutual consent the spokespersons for the parties may establish subcommittees, consisting of an equal number or representatives of each party, which may include negotiators, alternates and technicians. The spokespersons shall determine purpose, scope, authority and operations of such committees.

7. Rules of Order. The spokesperson for each party may speak at his or her own discretion. The other negotiators and technical support persons may speak when recognized by their respective spokesperson. The spokesperson shall serve as Co-chairperson at each negotiating session.

8. Order of Business. The regular order of business at any negotiating session will normally be as follows:

- a) Unfinished business from preceding session.
- b) Items on the agenda as agreed upon by the parties at the preceding session.
- c) Submission of additional proposals or counter-proposals.
- d) Establishment of the agenda for the next session.

9. Minutes. No official minutes, transcript or tape recording of the negotiating sessions shall be made. However, either party shall be allowed to prepare unofficial minutes and to keep unofficial notes for its own use.

10. Tentative Agreements. When a proposal on a specific issue has been agreed to by the parties it shall become effective upon the conclusion of negotiations and the execution of the Memorandum of Understanding by the parties with the exception of impasse items.

When tentative agreement is reached on an issue under discussion or on the draft of an Article or Section, the spokespersons for the parties shall date and initial a copy of the draft. Such tentative agreement shall not prevent a party from reopening the issue during the negotiation period and shall be conditional upon acceptance of the total Memorandum of Understanding.

11. Impasses. In regard to those issues where no agreement has been reached and thus are still in dispute at the end of the negotiations period, the parties shall follow the impasse procedure provided for in the current national Memorandum of Understanding on Local Implementation between the National Association of Letter Carriers and the United States Postal Service.

12. Final Agreement. The Local Memorandum of Understanding shall be signed at a time and place to be determined by both parties. If any impasse items remain after the period of local negotiations is over, the resolution of such impasse items shall be incorporated into the Local Memorandum of Understanding immediately after the parties to these ground rules have been notified of final action taken on such impasse items at a higher level or through arbitration and they shall be implemented at such time as specified in such impasse resolution.

13. Changes in Rules and Procedures. After the commencement of negotiations, changes and additions to these rules and procedures for negotiations may be made through negotiations and agreement by the spokespersons for both parties.

Signed on behalf of Branch _____, NALC

Signed on behalf of _____ Post Office

(Name)

(Name)

(Title)

(Title)

(Date)

(Date)

Local negotiations — Final Steps

(Continued from page 7)

your own local circumstances and not all may be attainable, however, they are all worth serious consideration. The initialing of tentative agreements is particularly important.

Plan ahead for impasse

An impasse occurs when the parties fail to reach agreement in local negotiations. Depending on the situation, either the union or management may decide to “impasse” one or more negotiating items, by appealing the dispute to a higher level for settlement discussions. If those discussions are not successful, the matter may be taken before a neutral arbitrator, who hears evidence from both sides and

advice and sometimes can help resolve deadlocks at the local level.

Keep in mind that a reasonable negotiated settlement is usually preferable to one imposed by an outsider. So it is a good idea to “keep the door open” to further negotiation even though management has hardened its position, and even though the negotiating deadline may be very close. Many labor contracts are settled at “the 11th hour,” although an agreement seemed distant and impossible just a short time before. Even if the parties cannot reach agreement on how to change a provision, they can keep the language they already have by declining to impasse it.

We will cover what to do in case of an impasse in a future article. However, it is best to plan ahead



Branch 4319 bargaining committee negotiates with Anchorage USPS Officials

decides what the language of the disputed contract will be.

Because impasses are handled at a higher level, the branch should maintain contact with its NALC National Business Agent when an impasse appears to be developing during the 30-day negotiations period. Your NBA can provide useful

and schedule time to complete the work you will need to do should impasse be necessary. In recent National Agreements, the time frame for elevating impassed items to the next level has been 14-days from the end of the negotiating period, so set aside ample time to get this done. ■

Index Available

A cumulative index for all past issues of the *Activist*, from 1986-2011, is available in either hard copy or digital format. Please contact Nancy Dysart at 202.662.2879 or dysart@nalc.org if you would like a copy. Be sure to specify which format you prefer.

Align Network

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Until the NALC learns more about the program, injured letter carriers and their representatives should remember that it is strictly voluntary.

High-quality physical therapy may significantly speed up an injured letter carrier’s recovery and improve prospects for long-term rehabilitation. While there are many excellent physical therapists, there are also many mediocre physical therapists. Often the physical therapist rather than the referring physician determines the actual therapeutic regimen to treat the accepted condition. Once OWCP authorizes physical therapy, it is important to choose a skilled physical therapist that will provide the proper course of therapy. No one is required to go to any therapist in the Align Network. The choice should always be which is the best therapist. And that choice should be made by the injured letter carrier and the referring physician, not the Postal Service. ■

Questions about questionnaires?

Readers of the *Activist* know it has run a series of articles about local negotiations (“Local Negotiations – Thinking Ahead,” vol. 24, no.2, Spring 2011; “Preparing for Local Negotiations,” vol. 24, no.4; Fall 2011; and “Final Steps Before Local Negotiations,” on p. 7 of this issue). The first article noted that polling the membership is a necessary early step in the branch’s preparation. One possible way to poll the membership is to distribute a survey or questionnaire.

Surveys can be a useful tool for a branch in settings other than local negotiations. Are you looking for new ideas for social events? Are

Pros and cons

Do you even want to use a questionnaire? Before your branch makes the decision to distribute a questionnaire, consider whether it is the best way to get a sense of what your branch members want to achieve in the upcoming local negotiations.

On the positive side, by using a questionnaire, you can reach everyone in the branch, even those members who are typically not active in the union and don’t come to branch meetings. People like to be heard, and a survey gives everyone a chance to voice an opinion. It tells all your members that the branch

take time. Plus, there will be the postage expense. The cost of postage will be doubled, of course, if a self-addressed stamped envelope is included with the questionnaire, but providing a SASE will markedly increase the number of surveys that are returned. Still, you can’t count on everyone bothering to fill out the survey and return it. A 35% return rate is average, although this might go up if there are any especially contentious issues. Notices on bulletin boards reminding people about the survey also can help increase the numbers.

Steps to take

Taking some time to plan your questionnaire will pay dividends in terms of the amount of information you are able to gather.

1. Decide what specific topics to cover

Usually the committee will want to know what people feel about the current LMOU. What do they like about its provisions? What do they dislike? Are there areas they would like to see changed? What do they consider the most important item in the LMOU? Assuming that not everything the branch members want can be achieved, what should be the branch’s highest priority?

Remember that people are always more likely to fill out a short questionnaire than a long one, so only cover subjects that you **need** to know to effectively negotiate your branch’s LMOU. Don’t cover things that would be nice to know,

(Continued on page 13)

A successful questionnaire is:

- Short
- Clear
- Easy to fill out
- Easy to return

takes their views seriously. Someone who is reluctant to stand up at a branch meeting may feel

you planning a COLCPE drive and want a better sense of why your members don’t get involved? Do you want feedback on safety issues? These are all situations where a survey could be useful.

Devising an effective survey is not as simple as throwing a few questions on a piece of paper and handing it out. This article provides some tips to maximize the useful information you get from your questionnaire.

more comfortable writing down an anonymous opinion.

Another bonus is that the results are easy to quantify. They can be used to direct the negotiating team’s actions. Depending on the outcome of the negotiations, these same results can also be used to demonstrate that the team acted in accordance with the membership’s wishes.

On the negative side, drafting a survey and processing the returns

Grieving improper excessing

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craft in another installation under the provisions of Article 12.5.C.5.b(1).

- Finally, management may then seek to excess employees to another craft in another installation under the provisions of Article 12.5.C.5.b(2).

For example, it is a violation for management to excess a clerk to the carrier craft in another installation under the provisions of Article 12.5.C.5.b(2) when it could instead have excessed the clerk to a clerk craft position in another installation under the provisions of Article 12.5.C.5.b(1).

Shop stewards should first investigate and determine if this pecking order was followed as it is applicable to all excessing situations.

The following is a sample issue statement for an improper excessing grievance:

Did Management violate Article 12 of the National Agreement by involuntarily reassigning Letter Carrier _____ to the _____ installation, and if so, what should the remedy be?

Reducing PTF and TE hours prior to excessing

Article 12.5.C.5.a(3) states that management:

Shall, to the extent possible, minimize the impact on full-time positions by reducing part-time flexible hours;

This requirement is further explained on page 12-27 of the April 2009 JCAM as follows:

PTF Hours. This section requires that management must “to

the extent possible, minimize the impact on full-time positions by reducing part-time flexible hours” prior to excessing employees. (Emphasis added)

Before an employee is excessed, management must reduce PTF hours to the extent possible. For instance, it would be a violation of this provision to excess one full-time letter carrier from an office while PTF letter carrier(s) are

strate that the work cannot be performed on a full-time basis in compliance with the requirements of the National Agreement.

There are two important points to take away from this language. First, management must not only reduce the hours of TE employees, but separate them prior to excessing. Second, the parties have agreed that there is only one exception to this rule. If management

Determining if excessing is proper or not boils down to a simple question: is there really not enough work for the employees being excessed?

performing work that could be done by the full-time letter carrier being excessed.

The following is a sample issue statement for this type of violation:

Did Management violate Article 12 Section 5.C of the National Agreement by failing to reduce PTF hours to the extent possible prior to excessing Letter Carrier(s) _____ from the _____ Installation, and if so, what should the remedy be?

Management also has obligations with regards to TE employees before excessing. The following language appears on page 12-18 of the April 2009 JCAM:

Transitional Employees. Management is required to separate all Transitional Employees prior to excessing any letter carriers except where “management can demon-

strates that the work cannot be performed on a full-time basis.

Additionally, the Memorandum of Understanding *Re: Transitional Employees - Additional Provisions* (M-01641) states the following:

ARTICLE 12

Reassignment of Career Employees Outside of a Section, Craft, or Installation:

a. *Prior to reassigning career employees outside of a section, the craft, or installation, management will offer impacted career employees, on a seniority basis, the opportunity to work any existing letter carrier craft transitional assignments within the installation.*

b. *There will be no out-of-schedule pay provided to the im-*

pacted employees for these temporary assignments.

TE Hire versus Excessing

A full-time letter carrier may not be excessed and the resulting vacancy filled by a TE, except where management can demonstrate that, as a result of legitimate operational changes, there is insufficient work to continue to support a full-time position. For example, management may not abolish a full-time router position and excess the full-time letter carrier and hire or assign one or more TE's to perform the work of the abolished position, unless management can demonstrate that the work cannot be performed on a full-time basis in compliance with the requirements of the National Agreement.

The following is a sample issue statement for failure to separate TEs prior to excessing:

Did Management violate Article 12 of the National Agreement and/or the Memorandum of Understanding Re: Transitional Employees - Additional Provisions (M-01641) by failing to separate all TEs from the _____ Installation before excessing Letter Carrier(s) _____, and if so, what should the remedy be?

The best way for stewards to document these types of cases is with TACS Employee Everything Reports for each PTF and TE letter carrier to show the number of hours worked, what time the work was done and on what assignment the work was performed.

Stewards should also be prepared to rebut a management argument that the work being performed by a TE cannot be performed on a full-time basis. It is beneficial to be able to show how the work be could be performed on a full-time basis,

either alone or combined with other available work in the unit.

Is the work really gone?

Determining if excessing is proper or not boils down to a simple question: Is there really not enough work for the employee being excessed?

The contractual provisions discussed in this article are just a few pieces of the excessing puzzle that shop stewards should investigate prior to excessing taking place.

Documenting the facts in the case file can make or break any case. Stewards should be sure to include documentation to support the facts relied upon in the union's disputed facts and contentions. In short, if you say it in the case, show it. To have the best chance at success, case files should paint a clear picture of the work the employee to be excessed could perform eight hours per day within nine or ten, as defined in Article 8.2, five days per week. ■



Questions about questionnaires

(Continued from page 11)

or that might be interesting. And don't use one survey to try to accomplish two goals – stick to questions relating to the LMOU.

2. Draft the specific language for each question

Some general principles:

Use short words and familiar vocabulary.

Make the questions as short and concise as possible; break complex questions into simple sub-questions.

Explain any acronyms – don't assume everyone in the branch is up-to-date on postal jargon.

Don't use compound questions – each question should ask for only one piece of information (For example, don't say, "Are you satisfied with the provisions for assigning employee parking spaces and the duration of the choice vacation periods? Instead, split it into two separate questions.)

Questions can be posed in many different ways and will yield different results. If an important issue is the assignment of employee for parking, you could ask: "Are you satisfied with the current provisions concerning employee parking? Yes/No." You could ask the members to rank their feelings about employee parking on a scale of 1 – 5, with 1 being "extremely satisfied," and 5 being "extremely dissatisfied." You could devise a multiple choice question, allowing the members to choose between different options for handling employee parking. Or you could give the members a fill-in-the blank question, and let them make specific suggestions.

(Continued on page 14)



Questions about questionnaires?

(Continued from page 13)

3. Layout the questionnaire

Although a branch wouldn't need a professional, multi-colored product, some attention should be paid to what the resulting questionnaire looks like. Make sure the font is easy to read (not too small, not all italicized, etc.). Don't cram the page with text.

Always number the questions. That makes it less likely that people will miss one of the items. Include directions – don't assume people will know what you want them to do.

4. Take the survey for a "test-drive"

To make sure everything is clear and understandable, have several people not involved with drafting the questionnaire fill it out before you distribute it to everyone in the branch. These "guinea pigs" will be able to point out any unclear terms or problems with how the questions are posed.

5. Draft a cover letter

Explain the purpose of the survey and its relevance to branch members. Tell how the results will be used. Give basic instructions about filling out and returning the survey. Never assume anything about the questionnaire is self-explanatory. People who are unsure won't fill out the survey – they'll just throw it away. And always include a deadline. ■

Work in the movies

Not all movies deal with cartoon super-heroes, chipmunks or girls with dragon tattoos. Although neither Hollywood nor foreign film industries have a great track record of confronting issues of importance to workers, let alone union members, there are some exceptions.

Members of recent Leadership Academy classes have had the opportunity to see a display of film posters for movies with workplace and organizing themes (admittedly, far more of the former than the latter). The following list of films expands on this exhibit at the George Meany Center. Some of the titles will be very familiar, some you probably don't recognize. If you want to expand your cinematic horizons, you might keep these films in mind when you look through the Netflix catalog or check out what's showing on cable. The films are organized by date.

Title/Date/Director

- Modern Times/1936/Chaplin
- Grapes of Wrath/1940/Ford
- Devil and Miss Jones/ 1941/ Wood
- Working for Peanuts/ 1953/ Hannah
- On the Waterfront/1954/ Kazan
- Salt of the Earth/1954/ Biberman
- Pajama Games/1957/Abbott
- Organizer/1963/Monicelli
- Blow for Blow/1971/Karmitz
- Tout Va Bien/1972/Godard
- Harlan County, USA/1976/ Kopple
- Blue Collar/1978/Schrader
- F.I.S.T./1978/Jewison
- Norma Rae/1979/Ritter
- 9 to 5/1980/Higgins
- Coal Miner's Daughter/ 1980/ Apted
- Man of Iron/1981/Wajda
- Silkwood/1983/Nichols
- Gung Ho/1986/Howard
- Matewan/1987/Sayles
- Hoffa/1992/DeVito
- Disclosure/1994/Levinson
- Full Monty/1997/Cattaneo
- Cradle will Rock/1999/ Robbins
- Office Space/1999/Judge
- Billy Elliot/2000/Daldry
- Bread & Roses/2000/Loach
- Erin Brockevich/ 2000/ Soderbergh
- Baran/2001/Majidi
- Navigators/2001/Loach
- Mondays in the Sun/2002/ Leon de Aranao
- 10,000 Black Men Named George/2002/Townsend
- Man Push Cart/2005/Bahrani
- North Country/2005/Caro
- Fast Food Nation/ 2006/ Linklater
- Hula Girls/2006/Lee
- Outsourced/2006/Jeffcoat
- Entry Level/2007/Horn
- Made in Dagenham/2010/Cole

Training Seminars & State Conventions

Listed below are the training sessions, educational seminars, and state conventions scheduled for April—June 2012. For more information on any event scheduled, please contact your business agent.

Region 1—NBA Chris Jackson, (714) 750-2982
California, Hawaii, Nevada, Guam
April 23-5 California State Training, Oakland, CA

Region 2—NBA Paul Price, (360) 892-6545
Alaska, Utah, Idaho, Montana, Oregon, Washington
April 8-12 Utah State Stewards College, Midway, UT
April 19-22 Oregon State Convention, Salem, OR
April 22-26 Washington State Stewards College, Goldbar, WA
April 30-May 3 Idaho State Stewards College/State Convention, Lewiston, ID
May 17 Washington State Golf Tournament, Yakima, WA
May 18-20 Washington State Convention, Yakima, WA

Region 3—NBA Neal Tisdale, (217) 787-7850
Illinois
June 15-6 Illinois State Convention, Rockford, IL

Region 4—NBA Roger Bledsoe, (501) 760-0227
Arizona, Arkansas, Colorado, Oklahoma, Wyoming
April 19-21 Oklahoma State Convention, Oklahoma City, OK
May 18-19 Colorado State Convention, Colorado Springs, CO
June 1-2 Wyoming State Convention, Sheridan, WY
June 8-10 Arkansas State Convention, Hot Springs, AR

Region 5—NBA Dan Pittman, (314) 872-0227
Missouri, Iowa, Nebraska, Kansas
April 20-2 Nebraska State Convention, Grand Island, NE
April 26-8 Kansas State Convention, Kansas City, KS
April 29-May 1 Iowa State Training, Altoona, IA
June 8-10 Missouri State Convention, Lake of the Ozarks, MO

Region 6—NBA Patrick Carroll (586) 997-9917
Kentucky, Indiana, Michigan
April 12-4 IN State Convention, Bloomington, IN

Region 7—NBA Chris Wittenburg, (612) 378-3035
Minnesota, North Dakota, South Dakota, Wisconsin
April 14-5 South Dakota State Training, Cedar Shores, SD
April 28-9 North Dakota State Training, Grand Forks, ND
April 30-May 4 Regional Training, Minneapolis, MN
May 18-9 Wisconsin State Convention, Wisconsin Dells, WI

Region 8—NBA Peter Moss, (256) 828-8205
Alabama, Louisiana, Mississippi, Tennessee
April 20-1 Mississippi State Convention, Hattiesburg, MS
June 22-3 Alabama State Convention, Decatur, AL

Region 9—NBA Judy Willoughby, (954) 964-2116
Florida, Georgia, North Carolina, South Carolina
April 26-7 South Carolina Training Session, Greenville, SC
June 6-9 Georgia State Convention, Atlanta, GA

Region 10—NBA Kathy Baldwin, (281) 540-5627
New Mexico, Texas
June 8-9 New Mexico State Convention, Las Cruces, NM

Region 11—NBA Dan Toth, (440) 282-4340
Upstate New York, Ohio
May 19-22 Region 11 Training Seminar, Cincinnati, OH

Region 12—NBA Bill Lucini, (215) 824-4826
Pennsylvania, Central and South New Jersey
May 14-7 PA State Congressional Breakfasts, Washington, DC

Region 13—NBA Tim Dowdy, (757) 934-1013
Delaware, Maryland, Virginia, West Virginia, Washington DC
April 19 Region 13 Legislative Day, Washington, DC
May 4-5 West Virginia Steward Training, Charleston, WV
May 20-2 Branch Officer Training and Regional Rap Session, Dover, DE

Region 14—NBA John Casciano (617) 363-9299
Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont
April 21-2 Regional Rap Session, Needham, MA
May 5-6 Vermont State Convention, South Burlington, VT
May 18-20 Massachusetts State Convention, Hyannis, MA
June 1-3 New Hampshire State Convention, Bartlett, NH

Region 15—NBA Larry Cirelli, (212) 868-0284
Northern New Jersey, New York, SW Connecticut, Puerto Rico, Virgin Islands
April 1-3 Region 15 Training Session, Atlantic City, NJ
May 20-2 New Jersey State Convention, Atlantic City, NJ

ACTIVIST

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USPS BY THE NUMBERS

Operations

	Number	Change from SPLY*
FY 2012 — 1st Quarter		
Total mail volume YTD (Millions of pieces)	43,184	-6.4%
Mail volume by class (YTD in millions)		
First-Class	18,946	-4.7%
Periodicals	1,728	-6.4%
Standard (bulk mail)	22,072	-7.5%
Packages	178	-5.3%
Shipping Services	564	10.7%
Workhours (YTD in thousands)		
City Delivery	99,799	-2.9%
Mail Processing	56,936	-2.5%
Rural Delivery	44,745	0.6%
Customer Service/Retail	37,526	-5.2%
Other	49,688	-4.3%
Total Workhours	288,694	-2.8%

*SPLY=Same Period Last Year

Finances

FY 2012 — 1st Quarter (millions)		
Operating Revenue	\$17,677	-1.1%
Operating Expenses	\$20,923	15.2%
Controllable Operating Income	- \$150	
PSRHBF Expenses	\$0	
Workers' Comp adjustments	\$87	
Net operating loss	-\$3,287	

Employment

	Number	Change from SPLY*
FY 2012 — PP4		
City carrier employment	180,635	-4.5%
Full Time	163,424	-3.7%
PT Regular	741	-7.1%
PTF	16,470	-11.4%
Transitional	6,385	-0.2%
MOU Transitional	7,904	2.5%
City carriers per delivery supervisor	17.2	
Career USPS employment	546,616	-4.8%
Non-career USPS employment	94,723	5.2%