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## First Agreement Set Today's Standards

*by Thom Green, editor*

Since the Postal Reorganization Act of 1970, the United States Postal Service has negotiated nine contracts with the National Association of Letter Carriers, American Postal Workers Union (APWU), the National Rural Letter Carriers Association, and the Mail Handlers Division of Laborers' International Union. The first two contracts covered a 24 - month period, four contracts were for 36 months, one for 40 months, and the remaining two were for 48 months.

Prior to 1981 the four unions negotiated their agreements with the Service collectively as one bargaining group. In 1978 the NRLCA went its own way,

and in 1981 the Mail Handlers bargained for their "own" contract. In 1987 the Mail Handlers requested to be included with joint negotiations with the NALC and APWU but were rejected.

During the 1984 talks, the NRLCA agreed to a 42 month contract.

The following is a list of key elements to the bargaining.

### 1971-1973 National Agreement:

This was the first contract negotiated under the newly formed United States Postal Service. It was an agreement that set down many of the articles in place today. The craft employees received a pay raise of \$1,250 and a Cost of Living Allowance (COLA) not to exceed \$166. They also received a one-time lump-sum payment of \$300. However, the most important feature in this contract was the inclusion of an unlimited No-Layoff guarantee.

### 1973-1975 National Agreement:

Working to make up for lost time, and continuing from the first National Agreement, wages were center to the negotiation process. However, this contract is the most

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# Editorial Staff

## Editor-In-Chief -----



Thom Green  
Summit City Branch 116  
Fort Wayne, Indiana  
zoostew@aol.com

## Managing Editor ----



Gary Mills  
NALC Branch 343—Rolla, Missouri  
(AO merger with St. Louis, Missouri)  
gmills4305@aol.com  
<http://www.rollanet.org/~gary>

## Print Editor -----



Mark Lesch  
NALC Branch 1439  
Ontario-Rancho Cucamonga, CA  
mlesch@linkline.com  
<http://www.linkline.com/personal/mlesch>

## First Agreement...continues

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significant when considering work related items. Heading the list of gains is the Overtime Desired List (ODL) guarantees we have today.

**Hours of work:** All overtime will be voluntary (except in a defined emergency) with rotation of volunteers by seniority. Limitations of 10-hour days and 6-day weeks are approved, except in an extreme emergency and in December; the work day shall be no longer than 8 in 9 consecutive hours for regulars; A full or part-time regular, called in outside regular schedule, will be guaranteed four consecutive hours work or pay; however, if a full-time regular is called in on his non-scheduled day, he will be guaranteed eight hours work or pay in lieu thereof.

Also, the **Grievance-Arbitration** procedure was broadened to include violations of past practice. Time limits were expanded for filing grievances at all steps; decisions rendered at Step 2(b) and above must be in writing; Beginning in January 1974 Expedited Arbitration will begin an experimental stage.

**Holiday scheduling** was written into this Agreement along with honoring a letter carriers' request for a steward or union representative to be present during a Postal Inspector investigation.

The United States Postal Service will abide by the regulations and policies of the Office of Federal Employees Compensation including permitting injured employees their choice of doctors.

**Article 41 negotiations** allowed for stools to be used while casing; supervisors will notify carriers promptly of the disposition of Auxiliary Control Form 3996; supervisors shall not require nor allow carriers to work off the clock, among other items.

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# Rural Carriers Kicked Out of Joint Bargaining

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The money end of the agreement gave employees a first-year pay increase of \$700 and a second-year raise of \$400. Four COLA adjustments produced a total pay check increase of \$1,310 based on one cent an hour for every 0.4 percent increase in the Consumer Price Index.

## 1975-1978

### National

#### Agreement:

Again money was central to an agreement with this contract providing a \$1,500 pay package with \$400 the first year, \$500 was split in equal payments the second year, and \$600 was added to the base pay the third year. The Postal Service also agreed to pay 70 percent of our health insurance premiums.

## 1978-1981

### National

#### Agreement:

In the final analogy this contract was one of historical proportions. When the dust settled we saw the rural carriers kicked out of joint bargaining; President Jimmy Carter meddled in the process; the NALC sent both sides' proposals to the membership for viewing, and after all was said and done, the talks marked the first time a contract ended up in arbitration.

Bargaining this time around saw a division of the parties as internal arguments arose between the three major unions and the NRLCA. In each of the three

previous contracts the NRLCA insisted on exceptions for its craft, but the NALC asked that all four unions be included in all the provisions of the contract discussed at the main table this time around. This action caused a disagreement between the NRLCA and the NALC.

On November 14, 1977 a showdown occurred and the APWU and Mail Handlers concurred with the NALC's position. The NRLCA could not live with the agreement, and for the first time the rural carriers negotiated on their own.

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Attempting to use the Postal negotiations as a battle ground against inflation, President Carter targeted the talks for his 5.5% pay cap. The NALC Executive Council, in session April 10-14, 1978, unanimously passed a resolution strongly objecting to the President's meddling, which was supposed to be free from such political pressures as outlined in the Postal Reorganization Act of 1970.

Working to put a positive spin on the process NALC President J. Joseph Vacca wrote in the 51<sup>st</sup> Biennial Report of the President, on June 15, 1978, that progress at the table had been slow, although 20 agreements had been tentatively reached for changes to Article 41. In an effort to keep the membership informed the NALC proposals along with the Postal Service proposals were mailed to Branch and State Association presidents April 24, 1978.

# For the first time in history the outcome of the contracts affecting all four unions was decided by an arbitrator.

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Eventually this contract went to arbitration. Craft employees received a \$500 increase the first year; a three percent pay increase based on each employee's base pay the second, and a \$500 raise the third year. The \$1,518 COLA earned from the previous contract was rolled into the base pay scale. On a downside, the arbitrator modified the no-layoff clause by requiring new workers to have six years of consecutive service with the USPS before they were protected from layoffs

The NRLCA eventually accepted raises of two percent, three percent, and five percent for the three years, respectively. They were saddled with a capped COLA.

Tempers were short on this negotiation process, and letter carriers nationally were seriously considering going out on strike. In Fort Wayne union members met at the Key Lanes Bowling Alley, where they held union meetings, at 4:00 a.m. on July 19, 1978 to get the final word on the contract.

## 1981-1984 National Agreement:

This contract marked the beginning of Postal management stupidity during negotiations. From the very outset the Postal Service filed a complaint with the National Labor Relations Board attempting to separate the NALC and the APWU from bargaining together. Although the Service failed with its complaint, the Mail Handlers went their own way sending their contract to arbitration.

Money issues continued to headline the discussions as the NALC and APWU successfully bargained for craft employees to receive three \$300 per-year pay increases. The previous COLA of \$3,619 was rolled into the base wage, and as an incentive to sign the contract employees received three lump-sum bonuses of \$350 plus a \$150 signing bonus.

The Mail Handlers were awarded by an arbitrator three yearly bonuses of \$375, the same COLA arrangement, and lump-sum payments of \$100, \$200 and \$300.

NRLCA received the same compensation gains as NALC and APWU and had the COLA uncapped.

## 1984-1987 National Agreement:

When the Postal Reorganization Act of 1970 was signed and the unions had binding arbitration written in, NALC President James H. Rademacher said that it will be a long time before the unions lose in arbitration. The "other side" of those signing the historical document, scoffed. They thought that it was a cheap trade-off to get the agreement signed. Little did they know the impact of their ignorance.

For the first time in Postal Service history the outcome of the contracts affecting all four unions was decided by an arbitrator.

The bell-ringer of the arbitrator's decision was penalty pay. He granted three yearly pay increases of 2.7 percent, the COLAs were continued, and bonuses were non-existent. In that pay package was the allowance for employees to be paid double time for hours worked over eight hours on a non-scheduled day off, work over 10 hours in a day, and any overtime worked on the fifth consecutive day of overtime.

On the downside of that agreement was the creation of the two-tier pay system for new employees. It also brought us the beginning of the end of the Civil Service Retirement System with the creation of the Federal Employees Retirement System.

# "Contract Ratified!"

## 1987-1990 National Agreement:

The September 1987 Postal Record page one headline summed it all up - "Contract Ratified!" as 112,795 members voted for and 16,476 members voted against accepting this agreement, the last time we have voted to ratify an agreement.

In the July 21, 1987 Bulletin, the headline banner declared: "Pay, No 'Give-Backs' Mark JBC-USPS Pact" - "We moved forward - not backward. It's a good contract and I am proud to send it out to the membership," NALC President Vincent R. Sombrotto, said.

The round-the-clock bargaining ended at noon Tuesday, July 21<sup>st</sup>, with a 40-month contract, which provided between \$1,708 and \$1,866 in basic wage increases, continuation of the uncapped COLA, substantial strengthening of the criteria for special route inspections. The wage increases came in increments of \$250, \$250, \$300, \$300, and \$200 for the last four months of the contract.

Solidarity troubles brewed in this negotiation process as the Mail Handlers negotiated on their own. The Mail Handlers efforts were made public on July 14, 1987 when the Joint Bargaining Committee learned they had entered into a treacherous "sweetheart deal" with the Postal Service.

It was reported the Mail Handlers gave back the "penalty overtime" provisions won in the previous contract, and that they agreed to annual wage increases of \$350, \$400 and \$500. In JBC Bulletin No. 7, July 14, 1987, President Sombrotto and APWU President Moe Biller wrote:

"This morning, we told Postal Service negotiators that the 'sweetheart deal' accepted by the Mail Handlers is totally unacceptable, and management shouldn't waste its time even proposing it to us. We are here to negotiate in good faith for 584,000 craft workers."

Eleven days prior to the conclusion of the negotiations more than 5,000 union members converged on Washington, DC in a mass JBC Rally protesting the Postal Service's attempts to create a supplemental work force. The membership of both unions heard first-hand the words of brothers Biller and Sombrotto that they will not in any way accept a supplemental workforce.

## 1990-1994 National Agreement:

It was termed the "Automated Contract" a reference made to the Postal Service's efforts to fully automate mail processing, and reduce office time for letter carriers. This contract, the first of the '90's, was sent to a panel of five arbitrators headed up by Richard Mittenenthal.

At midnight November 20, 1990, the process broke down when the Postal Service failed to show for the final day of bargaining, leaving the unions literally high and dry at the table.

"The days and weeks of polite talks with the unions was nothing but a sham and illusion," President Sombrotto said in a midnight press conference. Postmaster General Anthony Frank said moments later, "Continuation of these talks at this time would not be productive." An understatement considering they (the Postal Service bargaining committee) never showed up.

This contract was about management wanting to add another part-time work force similar to casuals. It also wanted to set up a voucher type system for health care, cut Part-Time Flexible hours, and reduce sick and annual leave for new employees.

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Arbitrator Mittenthal didn't agree with that scenario as he granted four basic wage increases totaling an average of \$1,764 by the end of the contract. There would also be a one time cash payment of \$351, paid July 26, 1991. This represented retroactive basic wage and COLA increases.

The panel did reduce the city carrier compliment from 90-10 to 88-12 (APWU went to 80-20), and added a new Step A in Grades 4-7, with a basic salary set at 10 percent below Step B basic salaries in effect on June 12, 1991.

It established a task force to negotiate the expansion of the T-6 program, and created a review panel of Article 12 provisions relating to reassignments and excessing. Nothing came of the Article 12 work, but the T-6 program was expanded to cover all utility carriers nationwide.

The panel determined that a transitional, non-career bargaining unit classification should be established to fill positions impacted by automation, which was eventually decided by separate arbitrations for the NALC and APWU. One other note of interest written into this agreement is the Leave Without Pay understanding - A Memorandum of Understanding clarifies the parties' understanding that neither annual leave nor sick leave need to be exhausted before an employee applies for leave without pay. The annual leave carryover was increased from 320 to 440 hours, and leave-sharing was established.

This contract also marked the first time the APWU and the NALC did not negotiate jointly. A trend that carried over to the next session in 1994.

## 1994-1998 National Agreement:

The second consecutive arbitrated agreement presented two 1.2 percent wage increases posted two years apart. The first was effective November 25, 1995, and the

second November 22, 1997. Added to the raises were two lump sum payments of \$950 payable as soon as possible and the second, \$400 payable November 21, 1996. The COLA stayed intact.

Sick Leave for dependent care allowing carriers up to 80 hours of sick leave per year to provide care for ill or injured family members.

The Overtime Desired List, long the bane of problems in the field for union officers, went unchanged except for carriers being able to keep their name on the list without having to re-sign it each quarter.

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**This contract was stretched almost one year by a variety of delays — the most obvious was the call for mediation**

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A sad commentary on the failed talks of this contract is written on page 5 of the December 1994 Postal Record. A "callout" article - NALC wins T-6 award, was a hold over from the last failed talks which was eventually decided by arbitration. The time frame it took to reach this agreement is only a single thread of the bargaining fabric management is seeking to destroy by continuous delay tactics.

Normally the arbitration process takes approximately four months. This contract was stretched almost one year by a variety of delays — the most obvious was the call for mediation. A trick that only slowed the process, offering nothing in return. ♦

# Checkoff List For Grievance File on Attendance Related Discipline

This list is provided to you via the October 11-12, 1998 Indiana State Association of Letter Carriers Fall Training Seminar held in Evansville. It is part of an over-all package on filing grievances assembled by Ernie Haynes and Ernie Kirkland, Regional Administrative Assistants to **Ron Brown, NBA for the Kentucky-Indiana-Michigan (K-I-M) Region.**

Do not assume that this checklist, or any other, has every item you need for every grievance file. Fact circumstances dictate what you need in a grievance file and grievances, even on similar or same issues, can vary greatly in fact circumstances.

1. PS Form 3972, Absence Analysis
2. PS Form 397 1, Request for or Notification of Absence
3. Records/copies of prior attendance related discipline
4. Settlement agreements or arbitration awards on any discipline relied on to support this action.
5. Form 50 or other preference eligible documentation if removal.
6. FMLA regulations, if applicable
7. OWCP Forms, if applicable
8. Medical Certification, if applicable
9. EAP statement if applicable, any documentation relative to substance abuse as a defense.
10. Grievant, witness and supervisor statements as appropriate
11. Clock rings if applicable, showing BT, ET, leave and return to office times
12. Overtime records if absence caused use of overtime
13. Applicable Local Memorandum provisions

14. Relevant provisions from the National Agreement - Articles 10, 15, 16, 19, Memorandum of Understanding, etc.

15. Posted schedule, if applicable

16. Clock rings

17. Any policy statements that may have been issued/posted

18. Investigative memorandum if applicable (Unusual in an straight attendance case)

19. Any relevant handbook or manual citations, such as the ELM, Chapter 5

20. Weather reports or newspaper article if weather or accidents alleged to have caused AWOL/tardy/absence. ♦

## NALC On-Line Resources

Below is a partial list of on-line resources for NALC officers, stewards and members. As stated, this list is far from inclusive: if you know of any resource sites not listed below please send e-mail to the editors at the addresses listed on Page 2, and we will be happy to list the site(s) in the next print edition of *Contracts & Conflicts*.

1994-98 NALC National Agreement

<http://www.wco.com/~nalc214/contract.html>

Employee and Labor Relations Manual

<http://www.concentric.net/~Nalclba/ELM.htm>

M-41 City Carriers Manual

<http://www.wco.com/~nalc214/m41frset.html>

Guide to Safety EL-814

<http://ourworld.compuserve.com/homepages/nalc820/el814.htm>

Joint Contract Administration Manual (JCAM)

<http://www.serve.com/shopstew/Index.html> ♦

# What the manual says about attendance

## 142 Attendance Rules and Assignment Control

### 142.1 Reporting for Duty

.11 Upon arrival, employees required to use time clocks are to clock in at the scheduled reporting time and report to their work location ready to work. Employees must not be permitted to clock in more than 0.08 hours (5 minutes) *before* their scheduled reporting time nor more than 0.08 hours (5 minutes) *after* their scheduled reporting time.

.12 After an employee has clocked in and the timecard has been placed back in the rack, the timecard is serving the purpose of an **“assignment card”** in that the card’s presence in the rack indicates that the employee is assigned to and working at the particular work center.

.13 At mealtime, employees (except for city carriers) are to clock out at a master or auxiliary location. If an employee intends to return to the same work location after the meal period, the employee must place the timecard in the designated rack. If an employee has been assigned to report to a different work center after the meal period, the employee must put the timecard in an “out” box. The supervisor where the employee clocked out is responsible for sending the timecard to the new location. Clocking in from a meal period at a master or auxiliary location follows the same steps as for clocking in at the beginning of the tour. It is the supervisor’s responsibility to see to it that employees clock in from meal periods as close to the designated end of the meal period as possible.

.14 In no case should an employee be permitted to retain the timecard after clocking in or out unless he has been given specific authorization from the supervisor to do so.

.15 As soon as possible, but no sooner than 0.08 hours (5 minutes) after the tour is scheduled to start, the supervisor will be responsible for identifying the timecards of those employees who did not clock in and removing those timecards from the rack.

### 142.2 Call Ins

.21 Each supervisor must designate a person to whom employees are to “call in” notice of an unscheduled absence. This individual is to be responsible for initiating Form 3971 and for seeing to it that the 3971 is given to the appropriate timekeeper within 30 minutes of the absent employee’s scheduled reporting time. The procedures for completing and handling a Form 3971 for a “call in” are outlined in Exhibit 142.21.

.22 The timekeeper must initiate a Form 3971 for employees who do not call in unscheduled absences before or after their scheduled begin tour time. These employees will be identified by the supervisor as stated in 142.15. The procedures for completing and handling a Form 3971 for a “no call” are outlined in Exhibit 142.22.

.23 An employee who does not call in is considered as absent without leave or permission (AWOL) pending the receipt of the facts in the case. The pending AWOL charge should not be entered on the timecard at this time. The timecard entry should be made after the facts have been received as described in chapter 3.

.24 The supervisor is to check with the appropriate timekeeper .50 hours (30 minutes) after the scheduled tour starts. At that time, the supervisor is to review all of the 3971 call in notices and sign the 3971 in the “SUPERVISOR NOTIFIED” block. The supervisor is then to wrap the 3971 around the employee’s timecard and either place it in the rack or retain it.

.25 Forms 3971 for unscheduled absence and tardy situations must be kept in a secure location to prevent their loss, destruction, or unauthorized use. They should be maintained in a pending file during the employee’s absence. When the employee returns to work he is required to complete the 3971 and to give it to his supervisor for action. The supervisor is to give the completed 3971 to the timekeeper.

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# Attendance...continues

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## 143 Tardiness

### 143.1 Timecard Handling

.11 At 0.10 hours (six minutes) after the scheduled reporting time, the supervisor is to withdraw all timecards for those scheduled employees who did not report for duty.

.12 The following steps are to be followed in handling the timecard of an employee who is tardy and who reports to work up to 0.50 hours (30 minutes) late.

a. The employee is to report directly to his supervisor in order to obtain his timecard.

b. The employee may be required or permitted to make up the time by extending his regular work schedule for his tour, providing the period of tardiness is without pay. Out-of-schedule overtime will not be paid for work extending beyond the regular established work schedule to make up the amount of tardiness. Alternatively, the tardiness can be charged to annual leave, if available, to leave without pay, or to absence without leave (AWOL). In these instances the employee must end his tour of duty when the leave charge and work hours equal the total hours of his normal tour of duty (unless overtime has been authorized).

c. The employee must initiate Form 3971 before the supervisor gives him his timecard.

.13 It is not practical to permit an employee to make up time in excess of 0.50 hours (30 minutes).

Therefore, the employee will be charged with appropriate leave or AWOL to cover the periods of his tardiness. The employee must end his tour when the leave charge and work hours equal the total hours of his normal tour of duty (unless overtime has been authorized).

.14 If the employee's tour is extended solely because of tardiness, the employee is not entitled to out-of-schedule overtime or Sunday premium which would otherwise result because of the tour extension.

### 143.2 Restrictions

.21 Only full-time and part-time regular schedule employees are permitted to make up a period of tardiness by extending their tour. The supervisor may exercise his own best judgment as to whether the request for an extension should be granted. Part-time flexible, casual and temporary employees do not have established work schedules. Therefore, record actual total hours and hundredths worked.

.22 If the tardiness is not excusable, appropriate disciplinary action, in addition to leave charge, may be taken.

.23 If the employee is late due to an Act of God, the procedures outlined in chapter 3 should be followed.

**Source: Taken from Time and Attendance, Handbook F-21, July 1994 edition. ♦**

# Checkoff List for Overtime Grievance File

This list is provided to you via the October 11-12, 1998 Indiana State Association of Letter Carriers Fall Training Seminar held in Evansville. It is part of an over-all package on filing grievances assembled by Ernie Haynes and Ernie Kirkland, Regional Administrative Assistants to **Ron Brown, NBA for the Kentucky-Indiana-Michigan (K-I-M) Region.**

Do not assume that this checklist, or any other, has every item you need for every grievance file. Fact circumstances dictate what you need in a grievance file, and grievances of similar or same issues, can vary greatly in fact circumstances.

1. Overtime Desired List
2. Seniority roster
3. Any documents used to tract overtime assignments and equitable distribution
4. Schedules, posted or otherwise, showing who was scheduled to work, on what assignment and when.
5. Station roster showing route assignments, PTF carriers and casuals
6. Accounting Period and/or Pay period calendar
7. Records of mail volume
8. Records of route count and inspection, applicable to the situation
9. Work Assignment Desired List
10. Grievant, witness and supervisor statements as appropriate
11. Clock rings if applicable, showing BT, ET, leave and return to office times
12. Pay stubs showing overtime (or lack of overtime) hours
13. Applicable Local Memorandum provisions
14. Any arbitration awards (such as Mittenthal's national awards) or grievance settlements relied on by the parties in support of their position.
15. Leave slips or other leave records which might speak to a person's availability for overtime.
16. Any medical documentation relative to a person's physical ability or inability to work overtime.
17. Relevant provisions from the National Agreement - Article 8, Memoranda of Understanding, etc. (or citation to)
18. Any relevant handbook or manual citations, such as the ELM, Chapter 5 ♦