

The Official Newsletter of NALC Branch 1439

The 1439'er

Starting Out in '08



With the first edition and new look of *The 1439'er* for 2008, (Left) the new slate of officers of Branch 1439 for the 2008-2009 term gathers after being sworn in at the January 2008 meeting.

(Right) Ontario Main Office T-6 **George Ybarra** receives a NALC retirement watch from Branch President **Robert Ortiz** in February, 2008. We give our best wishes and hopes for a happy retirement to George.



The 1439'er

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NALC Branch 1439
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www.nalcbranch1439.org

Executive Officers

President Robert Ortiz
Vice President Harold Kelso
Secretary Mark Lesch
Treasurer Dennis Martin

Stewards

Rancho Cucamonga Carlos Jauregui
Rancho Cucamonga Richard Spears
Rancho Cucamonga Pedro Urena
Ontario Main Office Jose Lopez
Ontario Main Office Jose Aguilar
Ontario Downtown Station Alex Case
Ontario Plaza Station Luis Hernandez-Tello

Trustees

Rancho Cucamonga Dale Jordan
Rancho Cucamonga Sue St Jean-Silva
Rancho Cucamonga James Worthy
Branch Meetings

Branch meetings are held on the second Tuesday of each month. The meeting location is the Rancho Cucamonga Senior Center, 11200 Baseline Road in Rancho Cucamonga, just west of Milliken Avenue on the grounds of Central Park. Meetings begin at 7:00 p.m. To submit items to the Branch meeting agenda prior to the meeting, please contact Secretary Mark Lesch at (760) 951-8201 or at the Ontario Main Office (909) 983-1873, or via email at branch1439@linkline.com

1439'er Information

The 1439'er is the official publication of the National Association of Letter Carriers Branch 1439, Ontario—Rancho Cucamonga, California. All members are invited to submit articles for publication. All articles must be typewritten and signed by the author, and must be submitted by the twentieth day of the month preceding publication. The editor reserves the right to edit, delete or reject an article for the good of the branch. To submit an article send it to the Branch post office box listed above, in care of Mark Lesch, Editor, or submit via email to mlesch@linkline.com

The 1439'er is produced with computers, software and equipment owned by NALC Branch 1439.

Branch 1439 Affiliations

NALC Branch 1439 is affiliated with the Central Labor Council of San Bernardino—Riverside Counties, and the International Labor Communications Association (ILCA).

Useful World Wide Web Information

NALC National Web Site

<http://www.nalc.org/>

NALC Contract Administration Unit

<http://www.nalc.org/depart/cau/index.html>

NALC Health Benefit Plan

<http://www.nalc.org/depart/hbp/index.html>

Office Of Personnel Management

<http://www.opm.gov/>

OWCP San Francisco Region Office

<http://www.dol.gov/dol/esa/public/contacts/owcp/9sf.htm>

President's Report

As we start the new year I wish to congratulate the newly elected officers and those officers re-elected. I give sincere thanks to all the members for having the confidence in myself to lead the Branch for a second term. The first two years were a blur.

In addition, I want to thank all the members who ran for office, I appreciate your willingness to get involved. This union is strong because of volunteers like you.

I have many goals for this branch and I think we have made a good start on accomplishing some of them. One of my goals is to encourage members to get involved in the union. Another goal is to have well-educated stewards that have expertise in certain aspects of the contract. This will make us more versatile with better representation for the members. This means a lot of training and dedication for all officers in this branch.

Another topic I would like to talk about is COLCPE. What is COLCPE? Created in 1975, the non-partisan committee on Letter Carrier Political Education (COLCPE) fund is used to develop educational programs for letter carriers about critical political topics and to support candidates for federal office. It goes hand-in-hand with grass roots activity by NALC members allowed under the 1993 Hatch Act reforms to rein-

force the message of letter carriers in Washington's corridors of power. COLCPE is administered by a committee of NALC members and disbursements are reported regularly to the Federal Election Commission and to the NALC membership through the biennial report to the National Convention. Contributions to COLCPE are not tax-deductible.

I consider it to be job protection and insurance for our future. The latest issue of the Postal Record lists every member that has contributed in the last year. I thank

the 23 members that contributed, this represents 10% of our members. My goal is to have 25% by the end of the year. So, lets all get involved.

We were faced with many challenges these last few years, like the window of operation, route inspections, hundreds of grievances and the end of a contract. We got through it. The window of operation grievance is very close to being remedied.

I remember sitting at a labor management meeting with the District Manager when the intro-

duction of the Five O'Clock Bull @#% rule was implemented. Every branch president there expressed their disagreement for his decision and quoted the contract to him as he was starring at the ceiling.

A recent arbitration in Chino over this issue confirmed our positions. I remember the quote from the arbitrator. "The District Manager blatantly disregarded the National Agreement." Several managers have told me that as much as \$25 million for our district will be paid for this violation.

Who makes a \$25 million mistake and keeps their job?

Who makes a \$25 million mistake and keeps their job? Only POSTAL SERVICE MANAGEMENT!

When management gives you crap about unauthorized overtime remind them of their leader who threw away millions! Furthermore, when management says the postal service is going broke remind them AGAIN! *

TE Questions and Answers

NALC has recently released a comprehensive document listing joint questions and answers concerning Transitional Employees (TE'S). We have a number of TE's recently hired and signed up for membership in Branch 1439. Therefore, the NALC document is being reproduced below.

1. When may TE's be hired under the terms of the 2006 National Agreement?

TE's may be hired after the national agreement was ratified (9-11-2007) under either the provisions of Article 7 or the Memorandum of Understanding , RE: Transitional Employees (Flat Sequencing System), provided that the national and district caps are not exceeded.

2. In determining the NALC TE caps are the number of employees "rounded up" for percentage purposes?

No, Under Article 7.1.B of the 2006 National Agreement the number of TE's shall not exceed 3.5% of the total number of on-rolls career city carriers nationwide, and may not exceed 6% of the total number of career city carriers employed in the district. Regarding FSS TE's the number shall not exceed 8% of the authorized city carrier complement for the district.

3. The Memorandum of Understanding RE: Transitional Em-

ployees (Flat Sequencing System) includes the following requirement: "In any district, the number of these TE's shall not exceed 8% of the authorized city carrier complement for the district." What is the authorized city carrier complement for a district?

For the purposes of defining the subject Memorandum, "authorized city carrier complement for that district" means the number of on-rolls career city carriers employed in the district.

4. How will TE caps be monitored for compliance?

The caps will be monitored at the national level. The Postal Service will provide the national union with separate reports for each type of TE (Article 7.1 and FSS MOU). These reports will be provided to the national union every other pay period and will identify both nationally and by district the number of TE's and percentage compared to career city letter carriers on-rolls.

5. What are the occupational codes and designation activity codes for TE's?

Transitional Employee occupational codes are as follows: TE's employed under Article 7.1.B of the National Agreement are with 2310-0030 City Carrier (Transitional Employee) CC-01 or 2310-0040 Carrier Tech (Transitional Employee) CC-02. TE's employed under the Memorandum of Under-

standing RE: Transitional Employees (Flat Sequencing System) are either 2310-0031 City Carrier (TE-MOU) CC-01 or 2310-0041 Carrier Tech (TE-MOU) CC-02. The designation activity code for all city letter carrier TE's is 834.

6. Are TE's employed under the Memorandum of Understanding RE: Transitional Employees (Flat Sequencing System) limited to sites directly impacted by FSS?

No, but the number of this type of TE is limited to 8,000 nationwide through the duration of all phases of Flat Sequencing System (FSS) implementation. In any district, the number of these TE's shall not exceed 8% of the authorized city carrier complement for that district.

7. If casuals are "converted" to TE, must they have an immediate break in service?

Yes, the casual must have at least a five day break in service prior to being appointed as a TE.

8. May city letter carrier TE's be assigned to work in other crafts?

Only under emergency conditions, as defined by Article 3 of applicable collective bargaining agreements.

9. Is there a limit on the number of hours TE's may be scheduled on a workday?

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Yes, TE's are covered by Section 432.32 of the Employee and Labor Relations Manual, which states: Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the PMG (or designee), employees may not be required to work more than 12 hours in 1 service day. In addition, the total hours of daily service, including scheduled work hours, overtime, and meal-time, may not be extended over a period longer than 12 consecutive hours. Postmasters, Postal Inspectors, and exempt employees are excluded from these provisions. (Emphasis added)

10. Do TE's have a work hour guarantee?

Yes, Article 8, Section 8.D of the National Agreement provides the following: Any transitional employee who is scheduled to work and who reports for work shall be guaranteed four (4) hours' work or pay.

11. Are TE's covered by leave provisions of Articles 10 and 30 of the National Agreement?

No. The granting of annual leave to TE's is covered by the Memorandum of Understanding, Re: Transitional Employees — Additional Provisions.

12. May TE's carry over leave from one appointment to another?

No. TE's may be paid for any accrued leave pursuant to the Memorandum of Understanding, Re: Transitional Employees — Additional Provisions.

13. Are TE's covered by the Memorandum of Understanding, Re: Bereavement Leave?

Yes, except that they do not earn any sick leave.

14. Does a TE who received a career appointment go through a probationary period as a career employee?

Yes.

15. Does the Memorandum of Understanding, Re: Transfers, still apply?

Yes, the Transfer Memorandum was not altered by either the revision of Article 7.1 of the National Agreement or the Memorandum of Understanding, RE: Transitional Employees (Flat Sequencing System). Accordingly, unless hiring TE's to fill or backfill for residual assignments being withheld pursuant to Article 12 of the National Agreement, the "at least one in six" rules for reassignments remain in effect when hiring.

16. Will TE's have access to the grievance procedure if removed?

Yes, consistent with the Memorandum of Understanding, Re: Transitional Employees — Additional Provisions, which states:

Transitional Employees may

be separated at any time upon completion of their assignment or for lack of work. Such separation is not grievable except where the separation is pretextual. Transitional employees may otherwise be removed for just cause and any such removal will be subject to the grievance-arbitration procedure, provided the employee has completed ninety (90) work days, or has been employed for 120 calendar days, whichever comes first. Further, in any such grievance, the concept of progressive discipline will not apply. The issue will be whether the employee is guilty of the charge against him or her. Where the employee is found guilty, the arbitrator shall not have the authority to modify the discharge. In the case of removal for cause, a transitional employee shall be entitled to advance written notice of the charges against him/her in accordance with the provisions of Article 16 of the National Agreement?

17. Can a TE serve as a union steward?

Yes.

18. Will the union be allowed to address TE's during new employee orientation?

Yes. The provisions of Article 17.6 of the National Agreement apply to TE's. Accordingly, the union is to be provided ample opportunity to address newly hired city carrier TE's during orientation. This rule applies to city carrier casuals who are appointed to TE positions.

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19. Are TE's allowed to participate in the Federal Employees Health Benefits Program?

The Memorandum of Understanding, Re: Transitional Employees — Additional Provisions, provides the following: "After an initial appointment for a 360-day term and upon reappointment to another 360-day term, any eligible non-career transitional employee who wants to pay health premiums to participate in the Federal Employees Health Benefits (FEHB) program on a pre-tax basis will be required to make an election to do so in accordance with applicable procedures. The total cost of health insurance is the responsibility of the noncareer transitional employee."

20. To qualify for Health Benefits must a TE serve the entire 360-day initial appointment before a second 360-day appointment?

Yes. TE's must serve the initial 360-day appointment and be appointed to a second 360-day term in order to be eligible to enroll in the Federal Employee Health Benefits Program.

21. Are TE's entitled to higher level pay under Article 25 of the National Agreement?

No. Article 25 does not apply to TE's. However, Article 9.7 of the National Agreement requires that TE's be paid at Step A of the position to which assigned. Accordingly, if a TE is assigned to a vacant Carrier Technician position, the

employee will be paid at Step A of CC-02.

22. May TE's be assigned to vacant duty assignments?

Yes, consistent with the following: The posting and bidding provisions of Article 41.1.A and the opting provisions of Article 41.2.B and provisions of Article 25 for temporarily filling higher level vacancies still apply. However, TE's may be assigned to cover residual or temporary vacancies not filled through those procedures.

23. Will TE's be allowed to opt on vacant duty assignments?

No.

24. May a TE be assigned to a residual vacancy rather than converting an available part-time flexible city letter carrier to full-time?

Unless the residual vacancy is being withheld pursuant to Article 12 of the National Agreement, the assignment should normally be filled pursuant to Section 722 of Handbook EL-312, which states: "A full-time residual position is filled by assigning an unassigned full-time employee or a full-time

flexible employee. The conversion to full-time of a qualified part-time flexible employee with the same designation or occupation code as the vacancy should occur only after unassigned full-time employees have been assigned. Part-time flexible employees must be changed to full-time regular positions, if appropriate, within the installation in the order specified by the applicable collective bargaining agreement."

25. Will city carrier TE's attend the carrier academy?

Newly hired TE's will attend the carrier academy if it is part of the hiring and training process used in the district, provided the employee did not previously attend the training. This also applies to the classroom portion of the training for city carrier casuals who are appointed to TE positions.

26. Can a TE act as a temporary supervisor (204-B)?

Yes.

27. Will TE's be assigned an Employee Identification Number and a PIN?

Yes.

www.nalcbranch1439.org

Elections Have Consequences

America's working families have felt the painful consequences of the last two presidential elections as they watched laws undermined, institutions compromised and rights trampled. A few examples:

THE NATIONAL LABOR RELATIONS BOARD (NLRB)

Run by a Republican majority appointed by an avowedly antiunion president, has issued an array of rulings that has:

- Undermined the nation's labor laws;
- Eliminated union representation for millions of workers (under the Kentucky River decision);
- Created new obstacles for unions and employers who wish to establish voluntary collective bargaining recognition (the Danacase);
- Curtailed the amount of back pay and other remedies owed to employees who suffer reprisals or discrimination; and

- Denied employee access to e-mail at work (under the Eugene Register-Guard decision).

The overall thrust of the current Board's decisions, as described by Wilma B. Liebman, the longest-serving member of the Board—appointed by President Clinton in 1997, “has been to erode confidence in the Board and to lead unions to look to other means to secure representation for workers.” In some cases, Liebman pointed out in testimony before a Senate Committee, the Board overturned more than 40 years of precedent to arrive at decisions to curtail union representation.

THE LABOR DEPARTMENT (DOL)

Under the Bush White House, DOL's **Wage & Hour Administration** issued regulations that cost millions of workers their right to premium pay for overtime. Other regulations issued by the agency restrict access to union representation for a wide range of occupational groups.

DOL's **Office of Labor Management Services**, under the direction of Republican National Committee opposition researcher Don Todd, has issued a spate of regulations to impose onerous new reporting requirements on unions—from top officials to shop stewards.

These regulations were first conceived in 1992 by Rep. Newt Gingrich (R-GA) and his ally Grover Norquist as part of the “Contract for America.” Norquist described the scheme as a way to “crush labor as a political entity” and ultimately to “break unions.”

In the wake of the Gulf Coast hurricanes in 2005, Labor Secretary Elaine Chao urged President Bush to suspend enforcement of Davis-Bacon wage protections for workers engaged in the storm cleanup. Bush did so, but rescinded the order under pressure from lawmakers and union leaders.

The DOL's **Mine Safety & Health Administration (MSHA)** has presided over a horrific increase in mine accidents and fatalities by emphasizing “cooperation” with the mining industry.

Occupational Safety & Health Administration (OSHA) has dragged out the process of issuing regulations that would require employers to provide personal safety equipment to workers—endangering thousands of workers.

Elections have consequences, too, when elected officials refuse to allow government to carry out its responsibilities or neglect their duties to citizens.

A few examples:

- **The Consumer Product Safe-**
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A New Look for Your Newsletter

You may have noticed a splash of color in this first edition of *The 1439'er* for 2008. At the January 2008 branch meeting I proposed in the budget for 2008 that the branch buy a color laser printer. I made this proposal for two reasons: to control costs of production of the newsletter, and to produce this paper on a more frequent basis. The print shop we have been using does excellent work, but the costs of production go up each year. Also, using this shop restricts the format of the paper to 8 page lots. By doing our own production we can vary issue sizes so that we can publish on a more frequent basis at a lower cost to the branch.

So, you have in your hands the first issue of *The 1439'er* produced totally in-house. Our new printer is fast and produces double-sided pages to make assembling the paper easier. Now that we have this enhanced printing capability look for more items (color calendars immediately come to mind) in the near future. Do you have any comments, criticisms or suggestions? Feel free to contact me at 760-951-8201 or send e-mail to branch1439@linkline.com. I look forward to hearing from you

— Mark Lesch —

Upcoming Events

- March 9..... Daylight Savings Time Begins
- March 11..... Branch Meeting
- Special Guest: Paula Miller, NALC Region 1
Food Drive Coordinator
- March 17..... St. Patrick's Day
- March 20..... Spring Begins
- March 23..... Easter Sunday
- March 30..... Baseball Season Begins
- April 8..... Branch Meeting
- April 10-12.... California State Convention

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ty Commission—Chaired by an industry lobbyist and saddled with an inadequate budget—has failed miserably in its mission to keep unsafe products out of the flow of commerce.

- **The Environmental Protection Agency**—Under control of industry lobbyists, has ignored science, denied irrefutable facts about global warming and coddled polluters.
- **The US Department of Agriculture**—Presided over several breakdowns in its meat inspection system, allowing millions of pounds of tainted meat to get to supermarket shelves before discovering it was infected with e-coli; has evaded the will of Congress for more than five years by delaying regulations that call for country of origin labeling of food products.
- **The U.S. Department of Justice**—Over the past year, congressional investigators unearthed a wide-ranging pattern of corruption orchestrated at the top levels of the Justice Department to replace federal prosecutors who were deemed inadequately sensitive to the Bush Administration's political objectives.

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