

THE MAIL CALL



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NUMBER 1

IN REMEMBRANCE

THIS ISSUE OF THE MAIL CALL IS DEDICATED TO OUR
MEMBERS WHO HAVE PASSED AWAY IN 1997

LAWRENCE JOHNSON.....
RONALD ADOLPHSON
ROBERT BENT
A. E. WALLACE
ROSALIO DELFINO
WARREN MANAHAN

PRESIDENT'S REPORT

By Roger Askew

GOLD CARD

On Monday December 1, 1997 I had the honor of traveling to Tucson Arizona and present a Gold Card to past President Harry Brenneman. To receive this award you must have been a member of the National Association of Letter Carriers for fifty years. Harry joined the branch in November of 1947 and spent his entire postal career in the Van Nuys area. He was president of the Branch for twenty-four of his fifty years of membership. His dedication to the National Association of Letter Carriers is well documented. With the addition of Harry to our Gold Card club it now brings the total of this elite group to 7 members in Branch 2462. Previously this honor went to Jake Dummelle, Harry Hurst, Keith Mower, Robert Kopczynski, Ywed Shipp and Al Danker. It was nice to have the opportunity to talk with Harry after the presentation. He has a wonderful home in the Tucson area and is enjoying his retirement.

OPEN HOUSE

On Friday December 12, 1997 the branch held an open house for all of our members. An excess of 110 members and their families participated in this event. The evening concluded with a dinner of ham, beef, pork and all the good stuff that goes with it. Thanks to TeenaMarie Gallegos for the hours she put in seeing that this was a successful event. I for one can still taste those great Chile relleños.

WORKING OFF THE CLOCK

For as long as I can remember we have had certain members and non-members who continue to work off the clock. For the life of me I can't understand why. These are the same individuals who will complain about how invalid the route inspections are and how management is cheating them out of a fair route adjustment. With the upcoming implementations of route inspections and Delivery Point Sequencing, it would be to all of your best interest if you stopped this practice. If you are at fault or if you know of someone who is let them know. Why would anyone work for the postal service without getting paid is beyond me!!

BY-LAW AMENDMENTS

According to our by-laws, any amendments that are to be submitted to the membership must be done in either January or June of each calendar year. The membership then votes on the proposed amendments at the February and July meetings. If you wish to make any changes in the by-laws they must be submitted to the Recording Secretary in writing and signed by at least 3 members in good standing.

CONVENTIONS

Although it seems a long way off, both State and National Conventions will be held next year (May & July). We have received our convention call from national headquarters and our branch will be represented at these important sessions by up to twenty-nine of our members.

(Continued on Page 2)

"The MailCall" is published monthly by "Heart of the Valley Branch 2462, NALC, 6910 Hayvenhurst Ave., Suite 101, Van Nuys, CA 91406 in the interest of and for the Letter Carriers of the Van Nuys Post Office and its Stations. **ARTICLES FOR PUBLICATION MUST BE IN THE HANDS OF THE EDITOR ON THE 21ST DAY BEFORE THE REGULAR BRANCH MEETING. ALL ARTICLES MUST BE TYPED OR ON COMPUTER DISK WITH SINGLE LINE SPACING.** The Editor reserves the right to delete any article he deems necessary, improper, or unfit. All opinions expressed are those of the writer and are not necessarily those of the Editor or Branch 2462, NALC. The views expressed in this document are those of the author and do not necessarily represent the official views of the U.S. Postal Service. In the hopes that any material contained herein may be of benefit to your Branch and the goals of the NALC, permission is granted to copy and/or use any material in this publication with our best wishes.

RETIREES CORNER

By

Frank Rimkus

ATTENDANCE CHART BRANCH MEETINGS

MONTH J F M A M J J A S O N D

ANNEX III
ENCINO
CIVIC CENTER
PANORAMA CITY
SHERMAN OAKS
SUN VALLEY
TARZANA
RETIREE'S

TOTAL

MEETING PLACE OF BRANCH 2462, NALC
6910 HAYVENHURST AVE., SUITE 101
VAN NUYS, CALIFORNIA

NEXT MEETING
6:00 PM

January 6TH
1998

DEADLINE DATE FOR THE NEXT
ISSUE OF "THE MAIL CALL" IS

January 13th

BRANCH OFFICE.....818-786-8505
SICK CALL
FRANK RIMKUS..... 818-892-7118 WEB
PAGE
<http://members.aol.com/branch2462>

"RETIREE CORNER"

Our monthly fourth (4th) Saturday Breakfast Meeting will be held at Carrow's Restaurant (Roscoe & Tobias) at 09:00 am in Panorama City. The date will be **January 24, 1998 & February 28, 1998**. Please mark your calendar's and we hope to see you there.
Frank Rimkus

Thanks

Our annual "Retirees Nite" was enjoyed on October 24, 1997 at the Encino Glen Restaurant on Burbank Blvd. Located at the Encino-Balboa Golf Course A total of 76 attended.

The group included 30 Retirees, 17 Retiree's wives or guests, 4 (2 widows with 2 guests)...Mrs. Charles "Red" (Theodalea) Jones with her daughter came from San Simeon, California and Mrs. Vincent (Betty) Cozzolino and guest. 25 Non-Retirees and guests.

The Retirees who came were: Joe Adams, Tom Beckwith, Frank Brash, Mike Brash., Irving Breckman, Gino Deglinnocenti, Jake Dumelle, James Durando, Lee Fenstermacher., John Haynes, (came the greatest distance ... Crossett, Arkansas), Frank Hozinsky, Harry Hurst., Raleigh Johnston, Walt Kenway, Robert Kopczynski, Walt Kowalick, Roderick Leftwich, John Mikan, Keith Mower, Ray Muse, Dan Rathbone, Frank Rimkus, Odil Sabbe, John Shanley, Charles Shelton, Larry Stutley, Jim Tukesbrey, Manuel Venegas and George Woytowich. Our new Retiree 'from Panorama City Station...Leon L'Heureux was introduced by Frank Brash.

After a very excellent dinner of chicken or brisket of beef prepared by the chef of Encino-Glen the final portion of the evening was the "Door Prizes".

We wish to give a special thank you to Dan Rathbone for his generous consideration to pick up in his van and bring two Retirees ... Ray Muse unable to drive and Larry Stutley who had a stroke and has to use a wheel chair.

Our 28th "Retirees Nite" has come and gone, but the memory lingers on like all the others of the past.

PRESIDENT'S REPORT

(Continued from Page 1)

If you plan on submitting any proposed amendments to the national constitution or any resolutions for consideration in our next National Agreement they should be submitted for action soon. The national constitution requires that any amendments that are to be printed in the official booklets must be received no later than 60 days prior to the convention. In other words, by the May branch meeting action must be taken by the branch.

STUFF

As the new year is right around the corner we face many challenges. During the next year we will be undergoing route inspections at two of our stations (Encino & Tarzana). We will be conducting training sessions in the union office prior to the inspections beginning. We have two conventions to participate in. We will return to the negotiation table with management and attempt to resolve a national agreement (the current contract expires in November 1998). You add these to the usual agenda and you can see that times will be busy. As we begin 1998 together we should look forward to the many challenges that are before us.

On behalf of all of the members of the executive board I would like to wish you and your families the best of new years.

THE CONTRACT AND YOUR RIGHTS

By
Terry Hall
Shop Steward Van Nuys Main

Recently there have been many inquiries concerning a carrier's contractual rights. Carriers are entitled to the rights defined in the National Contract including all Memorandums. The National Agreement contains Article 3 which gives management its rights but also limits those rights to the extent that they don't violate any regulation, any law, or any other provision of the National Agreement. Further, the National allows for a Local Memorandum which locally defines certain elements of the National and that Local Memorandum if in compliance to the National Agreement is in effect a part of the National Agreement and is included in the Article 3 limitations to managerial rights. Article 19 is the section of the National Agreement that incorporates handbooks and manuals into the National Agreement thereby making the Employee and Labor Relations Manual, The F-21 (Timekeepers Manual), the M-39 (Management of Delivery Services), the M-41 (Carrier Duties and Responsibilities), and a multitude of other manuals that affect carrier's rights and working conditions a part of the National Agreement and thereby defines and requires a procedural due process in the actions taken by management. But beware, those same manuals and their procedural due process applies equally to carriers in the performance of their duty (You've all seen references from the Employee and Labor Relations Manual (ELM) cited in your discipline notices--usually a provision you've never been informed of and most assuredly management has not given you a copy or explained the meaning of the provisions included in the ELM). Obviously, this is an oversimplified description but it most likely gives you a small understanding of what your Union representatives need to address in order to defend the carriers from managerial abuses.

The Van Nuys City Local:

Most carriers are concerned about certain elements of the Local such as Holiday scheduling and Annual leave provisions. In our Local the Holiday scheduling assignment order was errantly ordered and therefore violates the National Agreement. The Union realizing the error informed management BEFORE any violation had taken place of the error and requested that the error be repaired immediately. Van Nuys management in full knowledge of this error and the integral violation of the National Agreement with purpose of intent willingly refused to change that provision and furthermore has knowingly improperly mandated carriers to work on their designated holidays(The Union has grieved all of these). As far as the annual leave is concerned the local defines that there will be an initial seniority bidding at which time the carrier can select up to three weeks in week blocks and those selections will be confirmed on a seniority basis. After the initial bid has been taken (there is no second round of seniority bidding), our local then defines that the subsequent leave selections will be on a first come first served basis and do not need to be in week blocks and are granted if the leave chart has a vacancy AND the carrier made the request at least 8 days prior to the requested date. This of course does NOT prevent management from granting leave at discretion outside those parameters.

Other Local Agreements/Definitions:

Under article 17 carriers are entitled to Union access and representation; management has agreed to release both the steward and the carrier to each other within 24 hours (how

many of you actually have this happen?). Under Article 31 the Union is entitled to requested information; management has agreed to provide that information within 48 hours or make arrangements thereof (does this happen?---rarely). In fact, the local states that the steward shall receive copies of the daily printouts as soon as they are available (does this happen---NOT?).

National Agreement definitions:

Article 17 states that the steward will be given adequate time DURING WORKING HOURS (on the clock) to investigate, develop, write and present grievances (does this happen?---at Van Nuys Main almost never). Virtually all your representation is done on personal time; what happened to the steward's representation of his rights and responsibilities by the Union? Article 16 states that management will act in a corrective manner first and in the event of a further violation of the same nature will act with progressively stronger discipline in a defined due process; why then does management give excessive discipline and act non-correctively even in the most minor of instances usually without any definitive proof. Article 16 has been defined to the extent that management has the burden of proof in any disciplinary action. Article 19 which addresses Restricted Sick Leave(RSL) via the ELM states that if an employee's sick leave usage improves in the next quarter that RSL is to be rescinded; if this does not occur then have your steward grieve it---it's your right that management follow due process. Article 13 gives carriers the right to work within their medical restrictions when injured outside of work but it also requires the carrier to request that work in writing and by definition the medical restrictions must be provided to management; the carrier is entitled to any work available within the prescribed restrictions including that in a cross-craft situation.

Family Medical Leave:

The Act gives employees the right to take up to 12 weeks of leave (LWOP or A/L only) per calendar year in order to take care of a family member's or their own personal serious medical condition when certain requirements are met. The Contract allows the use of up to 80 hours per calendar year for dependent care; where the requirements are met the employee may utilize sick leave when the dependent meets the sick leave requirements. Dependent care and the 12 weeks of Family Leave may overlap where both requirements are met. Consult your shop steward to define the required elements and definitions for these types of leave. Another benefit of Family Medical Leave is that it is not cite able in RSL and attendance actions by management. To cover yourself in any action by management it is prudent to immediately inform your steward of that action so that they can ascertain if your rights have been violated.

Hope this has helped.
Be informed-- Ask questions.

"THE MAIL CALL"

BRANCH 2462, NALC

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VICE PRESIDENT'S REPORT BY CALVIN BROOKINS

The Christmas holiday season is upon us and I would like to wish all the members of Branch 2462 and their families a Merry Christmas and a Happy New Year. We recently had a Christmas get together at the Branch office and I for one was very pleased with the turn out. The food was brought in from Rattlers in Santa Clarita and it was very good. I think everyone there had a good time.

Well our contract has expired and the NALC and the USPS has not reached an agreement, while the NALC was preparing to go to binding arbitration the USPS ask them to come back and resume discussions. Maybe the two parties will reach an agreement after all and we as letter carriers will get to ratify a contract.

As I write this article the NALC and the USPS were still talking, even though our union leaders at the national level would rather get a negotiated contract, I am very confident that if they have to go to arbitration they are very prepared to do so. The USPS initial offer was more like a slap in the face I hope they have a better offer after asking the NALC to come back and resume discussion. Lets hope for the best.

I would like to congratulate all of the part time flexible carriers who were converted to full time regular as of 12/5/98.

DPS.(Delivery Point Sequencing)

Civic center station will be next to go on DPS starting February 2, 1998, preparation is the key. The carriers at Civic Center as well Panorama City and Sherman Oaks should start to prepare for DPS. There are decisions that you will play a role in such as work methods. There are two approved work methods that were agreed upon by the parties at the national level back in 1992.

The work methods are the vertical flat case method which is where you take your non DPS letter mail and case it into your vertical flat case with your flats pull it down and carry it as one bundle. This means that once you get out on the street you would have to work letters and flats together off of your arm.

The other work method is called the composite bundle method. This is where you take your non DPS letter mail and case it into your letter case pull it down and carry it as a third composite bundle. With this method you will be fingering from two different letter bundles a small residual

bundle and a DPS bundle. Lets get prepared if you have any questions please give me a call at the union office or come to the next meeting I will be glad to answer any questions that you may have about DPS.

Things to remember:

The M-41 handbook list several items you are required to sign for as accountable items, some of those items are accountable mail such as registered mail, certified mail, express mail, and COD mail, you are also required to sign for arrow keys.

The following items you are not required to sign for delivery confirmation parcels, scanners, and collection box cards, and EPED cards, those items are not listed in the M41 handbook. If you are being instructed to sign for any of the above items ask to see your shop steward or call the union office.

Remember protect your rights.
Be safe through out the holidays.

In Unionism