



THE



100 YEARS  
OF DELIVERING FOR  
AMERICA

# MAIL CALL

Published by  
Branch 2462, NALC  
Van Nuys, CA



11



VOLUME 39

MARCH

2002

NUMBER 3

## PRESIDENT'S REPORT By CALVIN BROOKINS

### National Contract Talks Resume

The NALC resumed negotiations with the USPS on January 29, 2002 for a new contract; it was reported that a lot of progress was made in the continuation of collective bargaining for a new National Agreement that began last August. Principal economic issues of the contract are still under discussion. NALC President Vince Sombrotto and Executive Vice President William Young exchanged with management a series of proposals worked out at the subcommittee level involving the Articles 12 (Principles of Seniority, Posting, and Reassignments); 15 (Grievance Arbitration Procedure); 16 (Discipline Procedure), and 41 (Letter Carrier Craft). The two sides agreed to continue to meet to discuss remaining areas of the contract. No specific date was set for the next main table session. President Sombrotto told the Executive Council that he would be working as hard as he can over the next weeks to negotiate an agreement that can be sent out to the membership for ratification. He added, however, that the union is taking preparatory steps in the event that an impasse necessitates the matter going to binding arbitration.

I urge all members to continue to watch the union publications for updates on negotiations, or visit the NALC website at [www.nalc.org](http://www.nalc.org).

### NALC Food Drive

The 10th Annual NALC Food Drive will take place on May 11, 2002; this branch has taken its first step in participating in this monumental event by sending in the required registration form. I would like to thank last years Food Drive Coordinator Janette Dolabson shop steward from the Tarzana station, she has once again stepped forward to be the Food Drive Coordinator for our branch I am asking all members to give her all of the support and help that she needs.

We are always looking for volunteers around that time as we set out to help those who are less fortunate than we are. Any of our members who are interested in being a food drive coordinator at their station or would like to help out in some other way please call the union office or contact Janette Dolabson at Tarzana.

### Turkeys Donated

I would like to thank Woody DeWitt the Postmaster of Van Nuys for the turkeys he donated to the branch, which I in turn donated to MEND. As you all may remember back during the holidays Van Nuys management gave away turkeys to all employees who were working at that time. After all employees had received a turkey there were 36 left over, the Postmaster called me and asked if I could get them donated to someone who would benefit from them. The organization that we donate food to, every year during the food drive immediately came to mind, so I accepted the turkeys and donated them to MEND. Therefore I am very grateful for the generosity of Postmaster DeWitt.

### Retiree COLA: NO Accumulation Yet

After three months, there is still no accumulation towards the retiree's 2003 cost-of-living adjustment since inflation based on the Consumer Price Index again declined in December. The COLA for Federal Employees' Compensation Act (FECA) beneficiaries in the year 2002 was 1.3 percent based on the change in the CPI-W from December 2000 to December 2001. The FECA adjustment will be effective March 1, 2002. FECA cost-of-living adjustments are applicable only in cases where death or disability occurred more than one year prior to the adjustment's effective date.

### COLCPE Raffle

There will be a COLCPE raffle for 2002, drawing to be held Saturday, May 18, 2002 at the California State Association of Letter Carriers Convention. Committee on Letter Carriers Political Education (COLCPE) is the way the National Association of Letter Carriers support the Politicians that vote in the best interest of Letter Carriers. COLCPE allows the union to support certain Politicians without using money that carriers have paid in union dues. I would like to see as many union members as possible by raffle tickets and support COLCPE as well as give yourself a chance to win some great prizes listed as follows.

- First Prize: \$1000.00
- Second Prize: Video Camcorder
- Third Prize: DVD/CD Player
- Fourth Prize: Portable Stereo System

Tickets are \$3.00 each or a book of 10 for \$25.00. If you would like to purchase raffle tickets, please see your shop steward or call the union office.

### In Unionism

"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 AT THE CONCLUSION OF 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.

## VICE-PRESIDENT'S REPORT By Art Bocek

### Disability Partially Overcome 546.141 ELM

When an employee has partially overcome the injury or disability, the Postal service has the following obligation:

a. Current employees. When an employee has partially overcome a compensable disability, the USPS must make every effort towards assigning the employee to limited duty consistent either the employee's medically defined work limitations tolerance. In assigning such "limited duty" the USPS should minimize any adverse or disruptive impact on the employee. The following considerations must be made in effecting such limited duty assignments:

1. To the extent that there is adequate work available within the employee's work limitation tolerances; within employee's craft; in the work facility to which the employee is regularly assigned; and during the hours when the employee regularly works; that work constitutes the limited duty to which the employee is assigned.

2. If adequate duties are not available within the employee's work limitation tolerances; within employee's craft in the work facility to which the employee is regularly assigned within the employee's regular hours of duty, other work may be assigned within that facility.

3. If adequate work is not available at the facility within the employee's regular hours of duty, work outside the employee's regular schedule may be assigned as limited duty. However, all reasonable efforts shall be made to assign the employee to limited duty within the employee's craft and to keep the hours of limited duty as close as possible to the employee's regular schedule.

4. An employee may be assigned limited duty outside of the work facility to which the employee is normally assigned only if there is not adequate work available within the employee's work limitation tolerances at the employee's facility. In such instances, every effort will be made to assign the employee to work with the employee's craft, within the employee's regular schedule and as near as possible to the regular work facility to which the employee is normally assigned.

b. Former Employees When a former employee has partially recovered from a compensable injury or disability, the USPS must make every effort towards reemployment consistent with medically defined work limitation tolerances. Such an employee returning to any position for which he or she is qualified, including a lower-grade position than that which the employee held when compensation began.

### Controversion 545.51 ELM

On the basis of information submitted by the employee or secured by independent investigation, the USPS will controvert a claim and terminate continuation of pay (COP) only if:

a. The disability is a result of an occupational disease or illness as defined in 541. ELM. The employee may apply for compensation or take annual leave or sick leave, but the employee is not entitled to continuation of regular pay for an occupational disease or illness under Federal Compensation Act (FECA).

b. The injury occurred off of USPS premises when the employee was not engaged in official duties.

**(Continued on Page 3)**

## ATTENDANCE CHART BRANCH MEETINGS

MONTH	J	F	M	A	M	J	J	A	S	O	N
MAIN OFFICE	5	6									
ENCINO	6	6									
CIVIC CENTER	1	2									
PANORAMA CITY	1	1									
SHERMAN OAKS	6	6									
SUN VALLEY	1	0									
TARZANA	1	1									
RETIREE'S	4	4									
<b>TOTAL</b>	<b>25</b>	<b>27</b>									

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

### NEXT MEETING

**6:30 PM**

**MARCH**

**5th**

**"2002"**

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

**March 5, 2002**

**BRANCH OFFICE.....818-786-8505**

### "RETIREE CORNER"

Our Breakfast Meeting will be held at Cocos Restaurant, 15701 Roscoe Blvd. (Just west of the 405 Freeway, across from Anheuser-Busch). It will begin at 09:00 AM. The date for the next 3 will be March 23, April 27, & May 25, 2002 (4th Saturday) So, please mark your calendar.....We hope to see you there.

Thank You  
**Frank Brash**

## Vice President Report (Continued)

c. The injury was caused by:

1. The employee's willful misconduct; or
2. The employee's intent to bring about injury or death to self or another person; or
3. The employee's intoxication by alcohol or illegal drugs was the proximate cause of the injury.

d. The first absence caused by the injury 45 days or more after the injury.

e. The employee failed to make the initial report of the injury until after employment was terminated.

r. The injury was not reported on Form CA-1 within 30 days following the injury.

Section 545.21 of the ELM states: Continuation of pay (COP) will not be interrupted as part of a disciplinary action, nor will it be terminated as results of a disciplinary action that terminates employment, unless final written notice of termination, for cause, was issued to the employee prior to the date of injury.

Section 545.523 of the ELM states: in all other cases where controversion is proper, the control office/point will controvert the claim. However, pay must be continued if continuation is applicable and applied for unless the claim falls within one of the grounds for termination of pay in Section 545.51 of the ELM.

### Employee Discipline Records, Article 16, Section 10 of the National Agreement

The records of a disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of 2 years. Upon the employee's written request, any disciplinary notice or decision letter will be removed from the employee's official personnel file (OPF) after 2 years if there has been no disciplinary action initiated against the employee in that 2 year period

Remember, "Either Use or Lose Your Rights"  
Come to the next union meeting

## CONTRACTUAL COMPLIANCE

Shop Steward Terry Hall  
Van Nuys Main Office

Recently the good old process of annual leave selection has continued to follow the "way I want to do it" method that the coordinators choose. The fact is that the method is defined in the National and Local Agreements. The leave selections are to be completed BEFORE the new leave year starts, not whenever it suits the coordinator's personal schedule. The selection of spot annual leave is to start on a single predefined day and submissions for leave received ON THAT DAY are to be awarded by seniority; the coordinator is NOT to accept any early submissions and include those as being submitted on the defined first day unless that particular person was definitively not scheduled or on leave for that day and the submission was placed on the day worked immediately preceding the defined day for first submission of spot annual. Also, there is to be absolutely no earlier submission of any leave request for less than 40 hour weeks prior to the spot annual date. Further the circumventing of the 40 hour provision is also NOT PROPER by allowing employees to submit 40 hour requests and before spot annual selection commences allowing those same

employees to cancel portions of that 40 hour request in order to circumvent the spot annual commencement date. By allowing these purposeful manipulations of the Contract the coordinators create: 1) denial of available leave dates to many employees predominantly low seniority, or personally disfavored employees; 2) in fact, implement third round seniority selections as the selections are not adjudicated by day; 3) give favoritism to those employees the coordinator allows special dispensation over the other employees; and, 4) generally causes a hostile work environment. Other provisions include: 1) the employee is to receive a signed copy of any leave approved during the selection--signed approved by a supervisor--it is NOT to be held until the time of the leave (if it's listed on the leave board you should have been given a copy of your approved leave slip signed by a supervisor or a copy of the denied slip with a reason also signed by a supervisor(not on the board))(this also prevents management or the coordinator from strategically "loosing" a slip or "accidentally" forgetting to enter it on the leave board or schedule or claiming you never asked for the leave when it comes open later); 2) annual leave is to be canceled at least 14 days in advance of the scheduled date and is to be posted for unit wide bidding--not kept secret by the coordinator and revealed only to select friends; 3) management is not to call in or allow employees to report on days of approved annual leave (if management needs help they are required to call in the max. list employees not on annual leave and they are to be bypassed if they cannot provide a full 8 hours of work time); 4) the 3971's (leave slips) are official time keeping documents and are not to be held by or taken home by the leave coordinators even if they think it's necessary to work off the clock to complete the leave selections (or worse prevent someone else to complete it timely and/or correctly); 5) any approved leave is to be granted unless there is a "severe emergency" and is to be approved LWOP if there isn't available leave balance to cover the absence; and, 6) You may be required to take the time off if you do NOT cancel it 14 days in advance. If any of these things are happening at your station you need to contact your steward to file a grievance of management's not following the Local and National Agreements.

Holiday scheduling is another area you need to be aware of. Article 11 section 6 states that as many full time regular carriers will be afforded the holiday or designated holiday off as possible. This means that all part time carriers including casuals are to be assigned on assignments and be scheduled to work ten hours prior to management even accepting a holiday volunteer or mandating any non-holiday full time carrier to work. Further, if any holiday full time carrier is mandated they are only to work 8 hours; therefore, if management works them past 8 hours they should be paid penalty time for hours over 8. The JCAM has defined that in any holiday violation that the remedy is to be: pay the employee that should have worked the time at the applicable rate of pay AND pay the employee improperly worked 50% more straight time for all hours worked and both the management and union representatives are required to abide by this Nationally agreed remedy and it should NOT be modified under penalty of a Labor Charge for failure to deal in good faith. If you believe the scheduling is wrong consult your steward to address the possible problem.

The ever present Article 8 is still a concern as management violates this often. Under Article 8 management is required to seek auxiliary assistance and utilize it to 10 hours prior to any mandate. To seek means management has

**(Continued on Page 4)**

# "THE MAIL CALL" BRANCH 2462, NALC

**Steve Seyfried, Editor**  
6910 Hayvenhurst Ave., # 101  
Van Nuys, CA 91406

**Address Service Requested**

## Branch Meeting Minutes February 5, 2002

By  
**Steve Seyfried, Secretary**

The Meeting was held at the Branch 2462 Union Hall 6910 Hayvenhurst Ave, Van Nuys California. It was called to order by PRESIDENT CALVIN BROOKINS at 6:30p.m. The Pledge of Allegiance was led by SGT-AT-ARMS ROGER ASKEW

### MOMENT OF SILENCE

### ROLL CALL OF OFFICERS

**PRESENT**--BROOKINS, BOCEK, SEYFRIED, McCLINTON, JOHNSON, HENRY, M. HALL, ASKEW, T. HALL, DONOHUE

**ABSENT**--RATHBONE

### MINUTES ACCEPTED AS PRINTED IN MAILCALL

### CORRESPONDENCE READ

### APPLICATION FOR MEMBERSHIP--PAUL VAN

**BILLS READ MOTION TO PAY** M/S/C

### COMMITTEE REPORTS

**TRUSTEES REPORT** Audit held on 1/16/2002  
Books were found to be balanced. Still some missing receipts from Station Funds.

**RETIREES** 4 Present On the Sick List  
is JIM DURANGO we wish him a speedy recovery.

**MBA**--T. HALL No Report

**HBR**--DONOHUE No Report

**Safety & Health** Meeting scheduled for 2/7  
**District 6--McClinton** Meeting will be held here at Branch hall on 3/14 6:30 pm General Election is 3/5

### FINANCIAL SECRETARY REPORT--JOHNSON

### TREASURERS REPORT--McCLINTON

**COLCPE** \$ 481 currently in the fund  
**VICE-PRESIDENT BOCEK** Busy at Sherman Oaks

Meeting on Petition has been rescheduled AGAIN !!! Picnic plans being gathered, a recommendation will be made soon.

**PRESIDENT BROOKINS** Bargaining on new contract has resumed, there has been some progress. Anthrax threat is still with us, be alert. Responses to the next of kin notices printed in last months MailCall are coming in.

There will be Shop Steward meeting on 2/25. Branch has requested NBA to train 3 additional members in Step "A" proceedings. National Convention delegate credentials have been received and returned. Delegates do not need to do anything regarding this registration, it has been done. Tarzana Station will be undergoing Route Inspections April 13 - 19th. There will be a class offered before the inspections take place. All Carriers at Tarzana will be notified as to the exact date and time of the class.

### OLD BUSINESS--NONE

### EXECUTIVE BOARD REPORT READ NEW BUSINESS

**MOTION**--Branch renew the subscription to the Postal Record. Cost is \$ 16 per year M/S/C

**MOTION**--Branch subscribe to the Steward Update newsletter. Cost is \$ 227, for 20 copies 6 times per year. M/S/C

**MOTION**--Branch purchase a refurbished Kirby vacuum cleaner, through ART BOCEK. Cost not to exceed \$ 150 M/S

**MOTION TO TABLE** M/S/C

**MOTION**--Branch renew the Officer Bond for \$ 35,000 per Officer. Cost to the Branch \$ 175 M/S/C

**MOTION**--Branch accept the 2002 Budget as printed in the Mail Call. M/S/C

**MOTION**--Withdraw items # 7 & 8 from the Budget M/S/C

### COLCPE DRAWING

\$ 4 BOB ENZ--ENCINO  
\$ 5 BOB JOHNSON--MAIN OFFICE  
\$ 5 RICHARD REIMER--SHERMAN OAKS  
\$ 5 JEFF JACKSON--PANORAMA CITY

### MEETING ADJOURNED 9:21 PM

## CONTRACTUAL COMPLIANCE

### (Continued from Page 3)

to not only hunt for the assistance first but must schedule accordingly prior to a known heavy day--they just can't refuse to schedule and then claim "no help". Seek also means if a max. list carrier has restrictions management must seek to provide that carrier with appropriate overtime auxiliary assistance work to 10 hours also if that is within the restrictions defined. The 10 hour provision applies to all auxiliary assistance and is not modified by any late scheduling, 5:00 policy, or alleged darkness. Further, the 10 hours is in definitive reference to use of auxiliary assistance and therefore anything that isn't definitively auxiliary assistance concerning the current day's delivery is merely a circumventing of those provisions of Article 8. Specifically, that means all delivery is to be completely covered BEFORE any carrier can case PM mail, do the next day's cleanup, take leave on under 8 hours, or (A BIG ONE) perform duties outside of the carrier craft--such as working on carrier schedules, inspecting vehicles, breaking out mail, etc. AND any non-list carrier is assigned any unreasonable overtime. Also under Article 8 is the requirement that management track the assignment of overtime for the max. list and keep it up to date and posted each quarter in terms of making it equitable. IF you observe any of these purposeful acts to circumvent article 8 write it down (account, time, date, and signature) and present it to your steward to address in a grievance.

Your power comes from your knowledge, I hope this increases your POWER!