



THE MAIL CALL

Published by
Branch 2462, NALC
Van Nuys, CA



11



VOLUME 39

JUNE 2002

NUMBER 6

PRESIDENT'S REPORT By CALVIN BROOKINS

Tentative Agreement Reached

On April 24, 2002 the National Association of Letter Carriers reached a tentative agreement with the U.S. Postal service on a new five year National Agreement covering 238,000 city delivery letter carriers throughout the nation. The tentative contract was approved unanimously by the NALC Executive Council. The contract will be submitted to the NALC active membership for rank and file ratification as soon as possible.

The agreement calls for general wage increases of 7.1 percent over the term of the agreement along with eight semi-annual cost of living adjustments. The agreement provides for five general wage increases:

- 1.8 percent retroactive to November 17, 2001
- 1.5 percent in November, 2002
- 1.2 percent in November, 2003
- 1.3 percent in November, 2004
- 1.3 percent in November, 2005

There will be a one-time cash payment to reflect the cost of living adjustment between 2001 and July 2002, followed by regular semi-annual COLA's in March and September of 2004, 2005, and 2006.

The agreement also includes a 10.1 percent increase in a letter carrier's uniform allowance effective on a carrier's employment anniversary date.

Other improvement's include:

The position of "unassigned regular" is redefined.

Grade 2 Carrier Technicians are granted the same transfer rights as Grade 1 Carriers when their route is transferred to a different installation.

Continuations of the Memorandum for sick leave for dependent care and leave sharing.

Memorandum requiring the postal service to pay at least 70 percent of a grievance award if not paid within 60 days of the submission of the required documentation. Setting up task forces to schedule arbitration's at the regional level and also to develop an intervention process for DRT problem sites.

The contract duration runs until November 20, 2006.

Ratification Process

The ratification process is governed by the Constitution of the National Association of Letter Carriers of the United States of America. It states in relevant part; ..."The President shall appoint a Ballot Committee composed of fifteen (15) members from Branches in not less than fifteen (15) states". (President Sombrotto has already appointed the ballot committee).

"Ratification shall be a mail referendum vote, and the ballot shall be mailed only to regular members of the NALC, as defined in Article 2, Section 1(a), excluding non-letter carrier regular members, as shown by the records of the National Secretary-Treasurer as of July 1 of the current year. The Ballot shall provide only for the acceptance or rejection of the entire proposed agreement".

"The Ballot Committee shall be called to National Headquarters by the National president, commencing with the conclusion of negotiations for the sole purposes of monitoring and observing dispatch, receipt, and tabulation of the Ratification Ballot, and to determine the validity of challenged ballots, and of any objections to the conduct of the election".

"Membership acceptance or rejection of a proposed National Agreement shall be by majority of valid ballots returned by the voters. When such majority votes to accept a propose agreement, no other action shall be required of the Union membership. Suitable and timely notice of such results shall be made and certified to the membership by the Ballot Committee through The Postal Record and/or the NALC Bulletin".

"When a majority of valid ballots returned by the voters rejects the proposed agreement, the Ballot Committee shall: (a) cause suitable and timely notice of such results to be furnished and certified to the membership through the pages of The Postal Record and/or the NALC Bulletin; and (b) furnish and certify the same information to the National President".

"When the majority of total votes cast is for rejection, the NALC negotiators shall inform the USPS and reopen negotiations within 5 days after the vote is tallied. If negotiations are not reopened, the NALC negotiators shall determine if there will be binding arbitration, an immediate work stoppage, or a designated job action".

(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 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.

ATTENDANCE CHART BRANCH MEETINGS

MONTH	J	F	M	A	M	J	J	A	S	O	N
MAIN OFFICE	5	6	5	4	6						
ENCINO	6	6	6	5	3						
CIVIC CENTER	1	2	1	1	1						
PANORAMA CITY	1	1	3	2	3						
SHERMAN OAKS	6	6	5	5	5						
SUN VALLEY	1	0	0	1	0						
TARZANA	1	1	0	2	2						
RETIREE'S	4	4	7	5	4						
TOTAL	25	27	27	25	24						

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

**NEXT MEETING
6:30 PM**

JUNE

4th

"2002"

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

June 4, 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 June 22, July 27, & Aug 24,2002 (4th Saturday) So, please mark your calendar.....We hope to see you there.

Thank You
Frank Brash

PRESIDENT'S REPORT

By Calvin Brookins

(Continued from Page 1)

"If negotiations are reopened, they will not exceed a period of fifteen (15) calendar days, at which time a second ballot shall be mailed to each member for ratification or rejection. If the membership rejects this second ballot, then the National President will determine if there will be binding arbitration, an immediate work stoppage, or a designated job action".

Section 2. "In case of a nationally-sanctioned work stoppage, the President shall issue no recall to work until a full and unconditionally amnesty is granted to all participants in that work stoppage".

Section 3. "Any National Collective Bargaining Agreement entered into between the NALC and USPS shall be ratified by the regular members who shall be non-supervisory employees in the Postal Career Service".

I hope that this article help you to understand the ratification process, you should be receiving a copy of the agreement soon, the changes will be in Bold you will also receive a ballot for you to vote either to ratify or reject the agreement. I suggest that when you receive the agreement you take the necessary time, review the agreement and allow yourself to make an informed decision.

If you have any questions see your shop steward c call the union office.

In Unionism

ATTENTION MEMBERS & FAMILY

To All Members or Branch 2462

**Please invite your spouse to join
the Auxiliary.**

**We are trying to get moving again
to help out the Branch.**

**We meet on the 4th Saturday of the
Month at Coco's on Roscoe by the
405 Frwy at 9 AM
for breakfast (buy your own).**

**Nadine Cano
President, NALC Auxiliary 1389
For more information call:
(818) 786-2632**

VICE-PRESIDENT'S REPORT

By Art Bocek

Article 10.3.F Jury Duty Interrupting Leave.

An employee who is called to serve on jury duty during his or her scheduled choice vacation time, or who attends a National, State or Regional convention or assembly during the employee's scheduled choice vacation period, the employee is entitled to another choice vacation period selection(s). However, that employee cannot deprive any other employee of his or her scheduled vacation period(s).

Article 6, "No Layoffs or Reduction in Force."

Article 6 was created in its current form by Arbitrator Healy's interest arbitration awards that decided the terms of the 1978-1981 National Agreement. An initial award of September 14, 1978 established the basic right of USPS management to layoff certain employees under certain conditions. The second award set forth the details of the current Article 6.

Under Article 6 of the National Agreement, lifetime protection against layoff for employees who were in the regular workforce on September 14, 1978. Employees with lifetime protection against layoff are known as "protected employees." Lifetime protection is not lost by those employees on the rolls September 15, 1978 who later leave USPS and are rehired after a break in service or who transfer from one office to another.

With exception, "non-protected employees" are those who entered the regular workforce whether by hire, transfer, demotion reassignment, reinstatement, or re-employment on or after September 16, 1978. Non-protected employees are subject to layoff or reduction in force---until they achieve "protected status."

Non-protected employees achieve protected status upon completion of six (6) years of continuous service in the regular workforce, which includes all part-time flexible, full-time regular and part-time regular carriers. To receive credit, such employees must work at least one (1) hour or receive a call-in guarantee (Article 8.8) in lieu of work in at least 20 of the 26 pay periods during each "anniversary year." The "anniversary year" begins on the first day of the pay period in which the employee enters the regular work force.

For the purpose of the six-year requirements, absence from work for any of the following reasons is considered to be "work":

1. To the extent required by law: (a) court leave, (b) certain time spent in military service covered Chapter 43 of Title 38, or (c) time spent on continuation of pay (COP), leave without pay (LWOP) or on the OWCP rolls because of compensable injury on duty (Article 6.A.3(a)(1));
2. Time spent on paid annual leave or sick leave (Article 6.A.3(a)(2));

3. Time spent on leave without pay (LWOP) for performing union business as provided for in Article 24 of the Agreement (Article 6.A.3(a)(3));
4. Temporary details outside the regular workforce in which the employee's position of record remains in the regular force (Article 6.A.3(b)).

The period of continuous service is broken when a non-protected employee leaves the regular force for a position outside the Postal Service and fails to return within thirty (30) calendar days, or when such an employee leaves the regular force for a position within the Postal Service and fails to return within two (2) years. Article 6.A.3(c),(d).

Layoffs are defined in Article 6 as to separation of non-protected, non-preference eligible employees in the regular work force because of lack of work or other legitimate, non-disciplinary reasons. A "reduction in force" refers to the separation or reduction in the grade of a non-protected veterans' preference eligible in the regular work force because of the lack.

Contained within Article 6, certain procedural protection whereby management may not implement a layoff or reduction in force without at least 90 days notification to the unions, 60 days notification of layoff to affected employee, and posting of any available vacancies no less than 20 days prior to layoff. Grievances regarding Article 6 may be introduced at Step 3 and are subject to priority arbitration.

Carriers that are "preference eligible" have special rights under the Veterans' Preference Act regarding separation or reduction in grade. They may have different or greater rights under the law than those set forth in Article 6. Article 6 provides, that a preference eligible employee who exercises legal appeal rights under the Veterans' Preference Act thereby loses access to the grievance procedure beyond Step 3.



**Sherman Oaks Carrier and Union Member
IRWIN SCHNYDER
Celebrates 40 Years with the Postal Service**

Photo Courtesy of NICK ACKERBOOM

"THE MAIL CALL" BRANCH 2462, NALC

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

Address Service Requested



Branch Meeting Minutes May 7, 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 H.B.R. DONOHUE

MOMENT OF SILENCE

ROLL CALL OF OFFICERS

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

ABSENT--ASKEW

MINUTES ACCEPTED AS PRINTED IN MAILCALL CORRESPONDENCE READ

APPLICATION FOR MEMBERSHIP--ROXANA MACIAS

BILLS READ MOTION TO PAY M/S/C

COMMITTEE REPORTS

TRUSTEES REPORT All is well
RETIREES 4 Retirees present at tonight's meeting. On the Sick List we have KEITH MOWER We wish him a speedy recovery.

MBA--T. HALL No Report
HBR--DONOHUE No Report
Safety & Health Meeting to be held on Thursday 5/9/02

DISTRICT 6--McCLINTON Senior (50 +) Triathlon will be held in Sylmar on June 30th. Randolph advertisement came out very nice in the Journal. We will have a copy in the office on file. Interesting web site to check out is www.unionbusters.org.

LEGISLATION REPORT--ASKEW No Report
FINANCIAL SECRETARY REPORT---JOHNSON

TREASURERS REPORT--McCLINTON

COLCPE \$ 572 currently in the fund
VICE-PRESIDENT BOCEK Still working at Sherman Oaks. Have received assurances from new Station Mgr. that the contract, especially Article 8, will be followed.

PRESIDENT BROOKINS New contract tentatively approved (see article in Mailcall for more specifics). There will be a "Dog Walk" on May 19th at Lake Balboa. Carriers are walking to emphasize to the public the importance of restraining their dogs. There will be a B-B Q following the walk provided by the Postal Service. COLCPE 2000 raffle tickets are still available, contact the office. As of May 1st, Encino, Sherman Oaks and Main Office have gone to Phone

or Computer bidding. If you are a Carrier at one of these Stations, you will not be allowed to use the "yellow bid cards". All route bids must be through the computer or over the phone. If you have questions regarding this ask your Shop Steward. Sun Valley and Tarzana have finished their Route Inspections. There will be a Route Inspection Class for the Main Office on Monday May 13th. It will be held at the Upstairs conference room at the Van Nuys Post Office, and will be conducted by Regional Assistant JOAN HURST. Any Shop Steward who has not received their update should contact the office. Any Carrier who is proficient in Sign Language is requested to contact the Union office.

OLD BUSINESS--NONE

EXECUTIVE BOARD REPORT READ

NEW BUSINESS

MOTION--Branch renew the Quick-Pay Payroll computer program for 1 year. Cost to the Branch is \$ 99.00 M/S/C

MOTION--Branch donate \$ 200.00 to the CARL SAXEMEYER SCHOLARSHIP FUND.

Check to be presented at the State Convention M/S/C

MOTION--Branch add \$ 6500.00 to the 2002 Picnic budget M/S/F

DIVISION CALL---YES---9, NO---9

President breaks tie votes YES

ORIGINAL MOTION PASSES

COLCPE DRAWING

\$ 3 CALVIN BROOKINS--CIVIC CENTER
\$ 3 STEVE SEYFRIED--SHERMAN OAKS
\$ 4 CALVIN BROOKINS--CIVIC CENTER-DONATED
\$ 4 STEVE SEYFRIED--SHERMAN OAKS

MEETING ADJOURNED 8:03 PM

