



Operational window or window dressing?

The operational window concept is often used in today's postal world as a technique to avoid the use of penalty overtime and to provide a coverup for complement and staffing problems. The NALC's white paper on "Overtime, Staffing and Simultaneous Scheduling" is an excellent guide for branches to use in addressing the problems listed in the title, and in combating the "service window argument" that the Postal Service often uses to violate Article 8 of the *National Agreement* and other collective bargaining agreement provisions. If you don't already have this important document, you can retrieve it from the NALC's web site at www.nalc.org. Click on Departments, then on Contract Administration and scroll down to the May 12, 2006 white paper.

Importantly, the issue of a service window is not a new one. In an arbitration decision issued on November 16, 1988 [C#08707], the arbitrator made some interesting observations that pertain to many of today's cases. He wrote:

...[M]anagement, for business reasons (most likely, to avoid the payment of penal[t]y overtime pay) has simply ignored the National Agreement...

The thrust of management's position is that it has the right to preshift all Letter Carriers, without regard to its Article 8 commitments or the "letter carrier paragraph," on a projected heavy volume of mail day.... Management argues that it is entitled to do so to meet the demand of its unilaterally declared Operational Window. The Arbitrator cannot agree with that position. Absolutely nothing within the National Agreement supports management's reasoning.

...The Arbitrator would also have to conclude that when the parties negotiated the National Agreement and their Memorandum of Understanding that they never foresaw that staffing difficulties would result from that language, never foresaw that local management would be severely hampered on post-holiday heavy mail volume days by that language, never foresaw that compliance with that language might require the overtime scheduling of supervisors and clerks, or even a modification of the scheduling of employees who bring the first class mail from other facilities, and never foresaw that such language would sometimes require the payment of substantial overtime and penalty pay. Such a conclusion is equally impossible to reach. Overtime language necessarily inhibits man-

agement's right to schedule, and to assign and direct the work force, and necessarily results in increased costs in the form of overtime wages....

Further, in order to find in favor of the Service, the arbitrator would have to conclude that the...management-imposed 4:30 p.m. Operational Window is binding on the Union and somehow overrides the overtime language of the National Agreement. That conclusion, too, is not possible. **Such a unilaterally imposed managerial objective, however soundly grounded in good business practice, cannot override express employee rights granted by the National Agreement.** Article 3, Management Rights, allows some unilateral action, but does not aid the position of the Service, since this case involves clearly expressed specific employee rights. (Emphasis added.)

Often times when the Postal Service violates the collective bargaining agreement, their excuse is either an operational circumstance *that they created* or an argument over the monetary cost in complying with the contract—a cost *they agreed to when the contract was signed*. Every time they make those excuses, they lose more and more credibility in the eyes of letter carriers, installation heads, station managers and managers on the workroom floor.

Several years ago, as an off-shoot of interest-based negotiation techniques, I participated in a joint labor-management training segment titled "The Emotional Bank Account." The theory is that every time one deals positively with another person, they contribute one representative dollar into the emotional bank account. Every time one commits an act that harms their credibility, it results in a 10 representative dollar withdrawal from that emotional bank account. I sincerely hope that managers at the area and headquarters levels understand that their tactics and operational decisions are resulting in a valid perception of more and more letter carriers that management is not being honest and candid, and that they are not dealing in good faith with this union. There are a couple hundred thousand emotional bank accounts that are teetering toward bankruptcy. If employees lose faith, the public is not far behind.

That is why this union is garnering its resources against postal policy changes, such as contracting out, that threaten the very existence of the Postal Service and the confidence the American public has in it. ☒