

At USPS, a struggle over which promises to keep



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A collective bargaining agreement is a solemn pledge. A group of workers and their employer mutually promise to abide by the negotiated terms and conditions of a contract. But, as the old saying goes, "Promises are like babies: easy to make, hard to deliver." That is especially true for promises made by sprawling enterprises like the USPS.

With our negotiations for a new contract drawing near, I am deeply troubled by the Postal Service's increasing failure to abide by the plain and simple terms of our existing National Agreement. It seems that the Labor Relations and Operations departments are locked in a struggle over whether NALC's contract is truly binding or just meaningless words. Many managers in the field apparently believe the contract is optional, that they can ignore it when it suits them. A few examples help illustrate this problem.

Let's start with the notorious and thankfully now-retired George Lopez, who had the bright idea to make all business routes Part Time Regular assignments. The fact that change is a blatant violation of the *M-39*, which requires all routes be adjusted to as near eight hours as possible, must not have crossed his mind. When Labor Relations informed him of the violation, he plowed ahead anyway and made the route conversions.

NALC filed a Step 4 grievance protesting these conversions. Though management has conceded we are right, the routes remain PTR assignments, in clear contravention of the applicable handbooks and manuals. If, as it appears, Labor Relations is incapable of prevailing over misguided Operations managers on this issue, NALC will have no choice but to go to arbitration.

Another fine example: the Delivery Operations Information System. When we discovered that Operations officials ordered the computer programmers who developed DOIS to completely ignore the data from lines 8 thru 13 on the 1838s, we told Labor Relations this deliberate error would drastically understate the time carriers need to deliver their routes.

Although Labor Relations acknowledges that the contract requires the missing elements be included, our friends in Operations pay no mind, and use the bogus number in their efforts to coerce our members into working faster than required by the established procedures. Again, it seems we will have no choice but arbitration to enforce our rights.

A third example stems from a real foul-up in Puerto Rico, where several clerks and carriers who were not eligible to serve were hired. When the error was discovered (after they had worked for more than a year), the USPS fired them all. In a grievance settlement with our sister union, the APWU, the Service placed the fired clerks in the letter carrier craft—with seniority ahead of our PTF members! Labor Relations must know this settlement violates our contract, but we appear to be headed for arbitration on this issue, too.

Wait, there's more. In Southern California, an Operations manager recently advised members of a route inspection team that they could eliminate one day from the week of inspection and average four days when the regular carrier was on the route. We all know that all five days must be used to compute accurate averages, but the rules mean nothing to Operations. Labor Relations agrees with us, but to date, that message has not reached the field and the inaccurate adjustments remain in place.

NALC wants to negotiate a new contract in good faith this fall, one that is fair to the Postal Service, its customers and its employees. Looking at its recent record of violations of our existing agreement, I am not sure the same can be said of the Postal Service.

If it wants to prove wrong these doubts, the Postal Service must quickly rein in the rogue Operations staff and work with us to set the right tone for productive collective bargaining. If not, NALC is prepared to enforce our rights through arbitration. Either way, for our members we have promises to keep. And so does the USPS, whether it admits it or not. ☒