



IN THE TRENCHES

BY JOHN GIBSON, EASTERN REGION VICE PRESIDENT, LOCAL 308 PRESIDENT

The work of this Union, Sisters and Brothers, is never done. And you know all too well that those tasked with “managing” the mail processing operation are almost obligated to violate the contract and your rights on a daily, if not hourly basis. This is *our* work-floor reality, but know this, it does not go unchallenged. Throughout all 36 Local Unions, the National Contract Administration Department, and certainly those in National Leadership, there are scores of dedicated representatives all standing ready, willing, and more than capable to go to bat at a moment’s notice on the behalf of mail handlers whenever and wherever the employer steps across that contractual line. Locally, Regionally, and Nationally. It makes no difference, we are there. In this daily struggle we are all “in the trenches” when it comes to protecting our rights under the contract and, when necessary, the law. The management mopes we must regularly suffer are no match for the dedicated NPMHU Union representatives and members when we work together standing shoulder to shoulder. We are stronger together. Those taking the time to read these words

may have heard this rant from me once or twice before. I do not apologize. We can all do more to put those fully rotted management apples in their place. For those within the ranks of the employer who aim to do harm to mail handlers by violating their rights, through ignorance or just plain malice, must suffer the contractual consequences. In short, they can go *&%\$ themselves if they think their bullshit can continue. Partner with your elected and appointed Union representatives at all levels of the Union and notify those best positioned to handle whatever the issue might be at the lowest possible level.

In this space we would also like to take this opportunity to focus on those representatives on the operational front lines whose day rarely, and in some cases, never goes by without confronting some form of management malfeasance or bargaining agreement breach. The range of violations that occur many of you know very well, are almost incalculable and include abuses from assigning other crafts to our work thereby denying workhours and pay to mail handlers to issuing discipline without adhering to the just cause and due process requirements of

our National Agreements and everything in between. In my capacity as National Shop Steward Trainer I have had the good fortune to interact with scores of dedicated mail handler representatives from coast to coast on a wide variety of topics. I can tell you with few exceptions that the violations committed by the employer vary very little between San Francisco and New York. The same nonsense perpetrated against mail handlers in Texas also occurs in Florida. It’s almost as though those in management are all reading from the same bullshit script. For those who are not familiar with the process in which we challenge the regular and recurring misdeeds of those in management, it is through the filing of grievances in accordance with Article 15 of our National Agreement. This Agreement is between the USPS and the NPMHU and is binding on both parties. The grievance process involves an oral meeting at Step 1 between the harmed employee, or grievant, or a Union representative and a representative of the employer. If this meeting does not result in a resolution between the parties, the grievance is then appealed to Step 2 of the process and a generally more



experienced management representative, albeit marginally, meets and discusses the matter with the Union's Step 2 Designee. For far too long, the fine work of those scores of Union representatives challenging management at Step 1 and Step 2 has gone mostly unrecognized. As a sample of this unheralded work at the Step 1 and Step 2 levels of the grievance process across the Union, I submit a snapshot of those tireless labor leaders we are fortunate to have working for mail handlers in Local 308. During the months of August and September Local 308 Union representatives resolved over 300 grievances, coincidentally 155 contractual violations and 155 disciplinary actions ranging from Letters of Warning all the way up to Notices of Removal. Recurring contractual violations like cross craft assignments where the employer uses members of the clerk craft to perform our work, or in situations where managers perform mail handler work themselves, or when senior mail handlers are denied higher level detail opportunities are just a few examples. As you might imagine these issues, both contractual and disciplinary, can be quite complex at times as we

attempt to educate the employer on the requirements of the contract. Let that aspect of a Union Steward's job sink in for a moment and consider the obstacles Union representatives face when attempting to "educate" those in management. A walk in the park it is not. In any event, considering that the complexities of grievance filing alone can be daunting, imagine the challenges of settling those matters and getting the justice we deserve at the Step 1 or Step 2 level. The contract requires that the parties make every effort to resolve grievance disputes at the lowest possible level and getting it done at the early steps is no small task. Article 15 reads in part,

"The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth above will result in settlement or withdrawal of substantially all grievances initiated hereunder at the lowest possible step and recognize their obligation to achieve that end."

I am sure it would not be a surprise to many that most Step 1 and Step 2 management representatives are not entirely familiar with this section of

the contract. But despite their best efforts settlements are still achieved by the Union in a majority of cases.

This work by your day in and day out representatives, those neck-deep in the mire of the grievance process, is obviously immensely important and we take the time right here to thank those just getting the job done. During the two sample months discussed, the Local Union resolved contractual grievances at Step 1 and Step 2 that put more than \$33,000 back in the pockets of mail handlers whose rights have been violated and wages reduced. This is one Local in just one two-month stretch. Consider the work accomplished by the other 35 Local Unions in the same time frame and then think of the impact over an entire year. Then take it a little further and consider the potential impact if every time a mail handler's rights were violated by the employer and your Local Union was made aware of that violation. We can get there Brothers and Sisters and we urge each and every mail handler to let your Union representative know when you believe your contractual rights have been violated.

In Solidarity.
John