

MEMO To the Branch 2184 Leadership Council, January 10, 2023



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As discussed in last month's Leadership Council memo, the new calendar year brings with it a very busy calendar of union events and activities, both at the Branch and the National levels. Here in Branch 2184 our next scheduled regular membership meeting will take place on Wednesday, February 1 at 7:30 p.m. Because of continuing threat of Covid infections along with other winter season contagious diseases, this meeting will again be conducted via WebEx, continuing the format currently established. To participate, please call the Branch 2184 office at (313) 295-1640 or contact EVP Jackie McGregory at ravier7498@gmail.com. Provide your name and the email address you want to use for the WebEx link to log in. The link will be sent at least two days prior to the meeting. The Branch website (NALC2184.org) also has a telephone number and access code if you want to participate in the meeting telephonically.

There will be a steward meeting on Tuesday, February 15 at 7:00 p.m. This meeting will also be conducted via WebEx. The dates and times of Branch executive board meetings from February through December this year will be determined at the January 30 executive board meeting.

Stewards and formal Step A designees, a reminder that beginning with violations that occurred on or after **January 1, 2023**, grievance numbers and grievance logs for all stations should reflect the new calendar year. For example, the first contract violation/incident and subsequent grievance that occurred in Ypsilanti on or after January 1 in the new year should have the grievance number YPSI-23-01. If the Contract violation/incident occurred prior to January 1, last year's numbers should be used.

The beginning of a new calendar year is often a time of resolutions and commitments, or in the case of union representation, re-commitments. Anyone serving in a union capacity, whether elected or appointed, has one core responsibility that rises above all others, and that is consistent and effective enforcement of the National Agreement and all that it entails. This includes applicable provisions in USPS handbooks and manuals as well as all laws that are applicable to Postal Service letter carriers.

To ensure that this is accomplished, there are five basic guidelines for effective union representation that every steward and contract enforcer **MUST** fully accept and incorporate into their work. If you are unwilling or unable to meet these, then you have no business being in a union representative position to begin with.

First, the Duty of Fair Representation. This is not a choice or a personal option. It is a legally binding requirement. **This means that you represent ALL city letter carriers, all of the time, with NO exceptions.** Your personal opinions concerning other letter carriers or work issues are irrelevant. Additionally, never gossip, spread rumors, or provide any information that you are not absolutely sure of. No one knows everything. Instead, if you are unsure then do the research, obtain and verify the facts, and respond to the question.

Second, Consistent Enforcement of the Labor Contract. Again, not a choice or an option. This means ALL of the NALC/USPS Collective Bargaining Agreement, as interpreted by the current JCAM as well as our Branch 2184 LMOU - not just what you think is important. This must be done at all times, with no exceptions. NEVER make any agreement or even engage in any discussion which is contrary to negotiated work rules and procedures, whether national or local in nature. Nothing is more damaging to the union's integrity and effectiveness on the post office work floor than a steward that makes "deals" or that ignores contract violations.

Third, Avoiding even the Appearance of Self-Serving Behavior. NEVER use your union position for any kind of personal advantage or for the benefit of just certain letter carriers, whether inside or outside of work. For example, if you become aware of local information that is advantageous for your members to know about such as route postings or vacation cancellations, then ensure that everyone is made aware of it. Always be sure that the specific terms of negotiated grievance settlements are applied to ALL affected letter carriers.

Fourth, Wearing the Union Label, 24/7. You set an example with all that you say and do. This means performing your letter carrier duties each day in a consistently professional manner. It also means taking an active and visible leadership role in supporting the NALC at the Branch and National levels as well as actively supporting the mission of Organized Labor, not just with your words but with your actions.

Fifth, the need for Continuing Education. It is not possible to effectively represent letter carriers without attending and actively participating in every possible educational and training opportunity. Failing to do so will quickly hinder your effectiveness. Branch 2184 as well as NALC Region 6 are leaders in providing these educational and training opportunities.

Stewards, please be aware that the enhanced OWCP Covid claim coverage under American Rescue Plan (ARP) of 2021 will be ending on **Friday, January 27, 2023**. Under this law, a federal or postal employee has needed only to provide evidence that they are a covered employee (all active letter carriers are) and that they believe their documented positive Covid exposure occurred as a result of their work duties, in order for a OWCP traumatic injury claim (CA-1) to be presumed and accepted as work-related. However, **this presumption of work-related exposure ends as of January 27**. Any OWCP claim for Covid exposure thereafter will have to meet the customary "5 elements" in order to be accepted. This includes providing evidence in support of a direct causal relationship to work duties, which will in most cases be a much more difficult task. Of importance, the end of enhanced OWCP coverage does NOT preclude filing an OWCP claim for a Covid exposure; rather it increases the threshold for proving "causal relationship."

Following the release of the January 2023 Consumer Price Index (CPI) on or about February 10, the amount of the next and final COLA for the current Contract cycle will be known. This should become effective on Saturday, February 25. The current National Agreement and its terms expires at midnight on May 20, unless extended by mutual agreement of the NALC and USPS while negotiations on a successor agreement continue.

A question arose about a supervisor receiving written notes concerning official discussions from a letter carrier's previous supervisor. This is prohibited, per M-00314 from the NALC Materials Reference System (MRS). However, a supervisor of a former employee may verbally exchange information relative to discussions with the employee's current supervisor. A reminder that nothing prohibits a supervisor OR an employee from taking notes during an official discussion.

Negotiations on a new National Agreement between the NALC and USPS are scheduled to begin on Wednesday, February 22. As always, local union representatives should make an effort to tamp down rumors as well as speculative and unofficial information about the contents and progress of negotiations, which inevitably occurs among our membership during the process. Also be sure not to repeat or give credence to any information received from any source except for information directly from the NALC National Office or our National Business Agent's office.

A correction to information that was provided in a September 19, 2022 memo about current leave and pay years, among other matters: There is an additional pay period in the soon to end **USPS 2022 Leave Year**, which ends on January 13, 2023. Thus, the 2022 leave year had 27 pay periods instead of the usual 26. However, the memo went on to state that the **USPS 2023 Pay Year** would also have an additional pay period. This was incorrect, as the additional pay period will not occur until **USPS Pay Year 2026**, which will have 27 pay periods. The additional pay periods in the USPS leave and pay years occur on an 11-year cycle, but there is a four-year lag between the 27 pay period leave year and the 27 pay period pay year.

The start of a new year is always a good time to clean up old documents or information that might still be on NALC Bulletin Boards in our stations, as well as to freshen up and reorganize the boards themselves. Always ensure that NALC Union Boards are NOT used for the posting of any information that is not relevant to the Union or our members (such as personal info or ads) and also that anything posted has been approved by authorized union representatives such as our station stewards. Under NO circumstances should anyone in management ever post anything on a Union Bulletin Board, nor is anyone in management allowed to remove anything from a Union Board. That is what the official USPS bulletin boards or designated locations in each office are for.