

MEMO

To the Branch 2184 Leadership Council, July 28, 2020



Mark Judd
Walt McGregor
Joe Golonka
Jackie McGregor
Cathy Tondreau
Jim Powell
Scott Watts
Michele Szafran
Gloria Warthen
Felicia Davis
Leonard Zawisa
Kris Shaw
Mark Owen
Bryon Hendricks
Melvin MacDonald
Darryl Clay
Symone Coleman
Yvonne Jackson
Denise Viola
Lillian Bogosian
Chris Biegalski
Phil Ashford
Scherrie Lacey
Dave Reise
Erik Venzke
Joshua Nagy
Shavon Alexander
Elizabeth Bays
Valerie Watkins
Jennifer Rake
Tamara Bosman
Diego Forshaw
Kristie Nelson
Keith Benedict
Scott Horn
Tracy Mitchell
Nakia Whitfield
Katrina Jones
Ananias Epps
John Hite
Ramon Robinson
Tyler Haverstick
Paul Bordine
Mike Tredway
Danita Smith

This leadership Council Memo will again begin with an administrative update concerning Branch and NALC-related matters during the ongoing COVID-19 pandemic. Branch President Mark Judd has determined that until further notice, we will continue to conduct all Steward and Executive Board meetings by teleconference. Decisions regarding forthcoming membership meetings scheduled in the fall will be made by Mark after a review of relevant developments, governmental mandates, and other pandemic-related matters.

As discussed in a previous Leadership Council Memo, the branch will not be conducting our annual MDA “fill the satchel” event on Sunday, September 13, as there is no way to feasibly and safely do so. However, we will continue to look at all other possibilities and ideas to assist our MDA fundraising during this difficult year. Additionally, because our annual MDA cannister collection in each office is not impacted by virus concerns, the branch will be making a concerted effort to maximize the success of this fundraising effort this year. ALL stewards are requested to make every effort to personally contact each member in your station to request a contribution to the cannister drive. It is also helpful if can enlist others to assist with this effort in your station.

The NALC and USPS have agreed to further extend the Memorandum of Understanding, “Liberal Changes of Schedule and Leave” (M-01914) through Friday, September 25, 2020. As a reminder, stewards should include this Memorandum in ALL attendance-related disciplinary actions.

Additionally, the NALC and USPS have agreed to and signed three additional COVID-19 pandemic related Memorandums of Understanding, which are M-01924, M-01925, and M-01926. The first MOU (M-01924) extends five previous Memorandums of Understanding through Friday, September 25, 2020. The now further extended MOUS pertain to use of the 7:01 rule; Temporary Additional Paid Leave for CCAs; Temporary Expanded Sick Leave for Dependent Care During COVID-19; Temporary Workplace Changes to Promote Social Distancing; and Temporary Carrier Assistants.

The second MOU (M-01925) extends the Temporary Time Limit Extension on Step B and Arbitration Appeals through September 25, 2020. The third MOU (M-01926) extends the agreement, Re: Signing Overtime Lists – COVID-19, where the local parties can agree to a sign up process that allows carriers that did not place their names on the ODL sign up lists during the third quarter sign up period (June 16-30) to do so for the duration of the 3rd quarter. The National parties have also agreed to revisit all of these issues immediately prior to the expiration of these agreements in September.

A subject that results in frequent misunderstanding (as well as the spread of misinformation) for our members concerns medical documentation required by management for sick leave absences due to approved FMLA conditions. There persists a myth that once a FMLA request is certified and approved following the submission of necessary documentation to support it, that those using paid leave such as sick leave for FMLA purposes cannot be required to provide additional medical documentation of these absences if requested by management. This position is erroneous and it is unsupported either contractually or legally. An explanation of this follows:

USPS medical documentation requirements for sick leave absences are found in the Employee and Labor Relations Manual (ELM) sections 513.361 through 513.364. This includes the right of management to request documentation of any sick leave absence that is three days or less, per the ELM 513.361. Such requests by management are of course always subject to the grievance procedure, and a grievance will be successful if the documentation request can be shown to be arbitrary and capricious in nature. However, management does have the right to make this request to begin with, **even for an FMLA-related absence. FMLA protections for absences and USPS leave rules are entirely separate matters.**

Always keep in mind that the documentation provided to obtain certification for FMLA protections merely allow absences for the approved conditions and reasons to be protected under the Act itself. This has nothing to do with internal employing agency regulations for the use of paid leave. If a letter carrier requests paid USPS leave (typically sick leave) for an FMLA-protected absence from work, then USPS leave rules continue to apply. Again, management's arbitrary abuse of these leave rules is a subject for the grievance procedure.

A reminder to all stewards to very carefully monitor the work floor in your station on a daily basis to ensure that ALL fulltime regular letter carriers in your station that have fulltime bid assignments **are actually working on their bid assignments on all of their regularly scheduled days**. Individual carriers have NO authority to engage in "deals" with management to perform work in lieu of their bid assignments on regularly scheduled days.

Article 41, section 1.C.4 clearly and directly states that "The successful bidder shall work the duty assignment as posted. Unanticipated circumstances may require a temporary change in assignment. This same rule shall apply to Carrier Technician assignments, unless the local agreement provides otherwise." The personal convenience of management and/or an individual employee is NOT an "unanticipated circumstance." Additionally, individual letter carriers cannot legally or contractually negotiate changes in work rules with management. Local NALC representatives also do NOT have this authority, except during local negotiations periods when matters that are listed in Article 30 as subjects to be negotiated locally can be added or modified by agreement of the local branch president and his/her management counterpart. **A local steward does not ever have the authority to either condone or to overlook any abrogation of the Contract by management or by letter carrier craft employees.**

A final note concerning the above discussion. The language of Article 41, section 1.C.4 applies specifically to letter carriers that do not have medical restrictions (light or limited duty) on their work. Letter carriers with work restrictions resulting from job-related injuries or medical conditions or that have approved light duty requests for such restrictions can be assigned work outside of their regular bid assignments in order to comply with these restrictions. Also, the assignment off fulltime letter carriers working on their nonscheduled days is governed by the provisions of our Branch 2184 Local Memorandum of Understanding, Item 21, section 4.

As part of actions being taken by the Postal Service on a number of fronts, it appears that there could be at least a small reduction in the number of existing management employees nationwide. Should this verify, it is possible that some supervisors that had previously been letter carriers could apply to return to the letter carrier craft through the transfer process. As such, stewards should very closely monitor this to ensure that 1) the provisions of Article 41, section 2.F (which should be read in conjunction with Article 12.2.B.2) and Article 41, section 2.G are correctly applied, as discussed in the JCAM on pages 41-23 and 41-24; and that 2) the existing ratio of CCA conversions and transfers that is applicable to that installation is strictly adhered to.

Briefly, two rules apply concerning the craft seniority of returning supervisors. If a former carrier left the bargaining unit and returns to the bargaining unit **in the same installation within two years or less**, he/she would receive seniority credit for time spent outside of the bargaining unit. However, if they return to the bargaining unit in an installation other than the one from which they left OR they return later than two years after leaving, they begin a new period of seniority, with no exceptions. Finally, under NO circumstances can a supervisor return to the letter carrier bargaining unit unless the current status of the CCA conversion/transfer ratio in that installation allows it. There are no special exemptions for returning former supervisors.