



MEMO To the Branch 2184 Leadership Council, November 16, 2021

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This month's Leadership Council Memo will begin as usual with an update on Branch administrative matters. First and most importantly, we will continue to conduct our meetings telephonically until further notice, which is inclusive of our monthly membership meetings (December 1), steward meetings (December 14), and executive board meetings (December 27). Branch President Walt McGregory will provide further updates as conditions warrant. Branch officers and stewards should also expect a forthcoming memo with the 2022 Branch and Steward meeting schedule.

Stewards and contract enforcers that have not yet received their Branch copy of the new 2021 Joint Contract Administration Manual (JCAM) should contact Branch President Walt McGregory ASAP to in order to facilitate this.

ALL Branch 2184 formal Step A designees are reminded of the following established Branch policy: **When an unresolved grievance is mailed to the Step B Dispute Resolution Team, a complete copy of the joint grievance file MUST be sent to the Branch 2184 office at the same time.** There will be NO exceptions to this policy, period.

All stewards and Branch officers: Please see and carefully read the supplemental Memo in this month's steward meeting documents regarding December work hour limits for letter carriers, as well as Christmas/New Years holiday scheduling info.

Tuesday, October 19 was the one-year anniversary of the untimely passing of our Branch 2184 trustee, steward and formal Step A designee, injury comp specialist, and activist Michele Szafran. At a virtual K.I.M. Region rap session on Monday, October 11, NALC National Business Agent Troy Clark announced that Michele had been chosen as the recipient of the 2020 Ronald G. Brown Union Excellence Award, which is presented each year to an individual member "For Selfless Dedication To The Members Of The K.I.M. Region and the NALC, Putting The Union's Needs Before Your Own." The award was not presented until this year because of the Covid pandemic and consequent cancellation of last year's K.I.M. regional training. Branch 2184 President Walt McGregory accepted the award on behalf of our fallen Union Sister Michele, and he subsequently presented it to Michele's appreciative family.

On Saturday, November 20, (Pay period 25, week 1, 2021) all USPS City Letter Carriers will receive a 1.3% Contractual pay raise. All CCAs will receive an additional 1% pay increase, which they receive in lieu of cost of living adjustments (COLA). Career city carriers are scheduled to receive additional potential future COLA increases following the release of the January and July 2022 Consumer Price Index numbers. These would become effective in late February or early March 2022, and again in late August or early September 2022. The final Contractual pay raise for the current 2019-2023 Collective Bargaining Agreement will be 1.3%, effective on November 19, 2022. On that date a new Step P will also be added the career city carrier pay schedule.

As our stewards are aware, there has been a sharp increase in the number of attendance-related disciplinary actions in Branch 2184-represented offices. **It is essential that these and all disciplinary actions issued to letter carriers are responded to with timely grievances.** All stewards should be sure to make arrangements with your management counterparts to ensure that you are always provided with copies of any disciplinary actions that are issued to letter carriers. If you are not there, please ensure that copies of disciplinary actions are mailed by management to the Branch 2184 office. Email is the most timely and convenient means of doing this.

A question arose about probationary CCAs and access to the grievance/arbitration procedure. This is sometimes a tricky subject because probationary employees that are separated from the USPS during their probationary period do not have access to the grievance procedure in response to their separation. However, what about other disciplinary actions that are issued to probationary CCAs, or contract violations that involve probationary CCA carriers? The answer is found Article 12, section 1 of the Contract, and specifically on page 12-3 of the JCAM, specifically in the paragraph with the bolded heading **“City Carrier Assistant Employees.”** This states that *“CCA employees are members of the bargaining unit and have access to the grievance procedure on those provisions that apply to CCAs.”*

As an example, CCAs with 60 days or more of service in the city carrier craft have the right to opt on temporary vacancies of 5 days or more under the opt/holddown provisions of Article 41, section 2.B. Thus, it is quite possible for a CCA to exercise opting rights while still a probationary employee. A management refusal to honor an otherwise valid opting request by an eligible CCA would be subject to the grievance procedure. CCAs are also fully covered by the Federal Employees Compensation Act and OWCP as well as USPS regulations pertaining to injury compensation that incorporated into the Contract through Articles 19 and 21.

A note of caution on the above. As a practical matter, stewards should exercise discretion with aggressive use of the grievance procedure involving probationary CCAs. In general, probationary employees should “fly under the radar” to the extent possible. However, blatant or egregious violations of their contractual rights should always be responded to in an appropriate manner – which could in some instances involve utilizing a non-grievance means of response.

The initial round of annual leave selections for 2022 (February 2022 – March 2023) in all Branch 2184-represented stations will begin on Wednesday, December 1. **Stewards, if you have not already done so, be sure that you have met with your management counterparts to discuss and finalize the vacation boards and the process in your office, using the negotiated leave selection procedures in our Branch 2184 Local Memorandum of Understanding (LMOU), Items #4 through #12 as the basis for your discussions.**

Additionally, please read and then reread each of the following: 1) Our LMOU, Items #4 through #12, per above; 2) Article 10, sections 1 through 4 of the National Agreement, found on JCAM pages 10-1 through 10-12; and 3) The Branch Memo titled “2022 Leave Year Information” which was included in the documents for the October steward meetings on our Branch website. Remember that the development and application of our local leave program is NOT a subject of unilateral management oversight. This is OUR local leave program. We oversee and administer it, we interpret it, and we enforce its provisions. Stewards, if you need assistance with formulating your vacation board in accordance with our LMOU, or with any other issue or concern related to your local leave program, please notify the Branch office ASAP.

Related to the above, delegates planning to attend the NALC National Convention in Chicago August 8-12, 2022 should immediately (NOW) notify management of your intent to do so, and definitely prior to the start of the initial round of vacation selections on December 1. Article 24, section 2.B of the National Agreement provides that employees requesting leave for union conventions during the choice vacation period will receive priority over other employees, even those with greater seniority. See the JCAM discussion on page 24-2. This is why it is critical that management is notified PRIOR to the start of vacation selections. Item #8 of our LMOU defines the circumstances under which convention delegates are or are not charged to the vacation board. Finally, a convention delegate can use annual leave, LWOP, or a combination of these – at their discretion, to cover a convention-related absence.

A reminder that stewards or other local union representatives do not have the authority to make any agreements with management that are contrary to the specifically negotiated terms of our National and Local Contracts. For example, Article 41, section 1.B.3 (JCAM page 41-5) provides that the posting of bids for vacant or newly created letter carrier assignments shall be 10 days, unless a different length is established by local negotiations. “Local negotiations” in this instance means the designated 30-day negotiating period following the implementation of a new National Agreement; it does not empower local union representatives to make side agreements.

With the above-cited contract language regarding vacant or newly created assignments, Branch 2184 has NOT agreed to any posting period other than 10 days. If the posting period ends on a Sunday, then the bids should be opened – with a union representative present, on Monday, not the preceding Saturday. Better still, postings should be timed so that they come down on a workday, which is not at all difficult to do.