



MEMO To the Branch 2184 Leadership Council, Sept. 14, 2021

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This month's Leadership Council Memo will begin as usual with an update concerning Branch administrative matters. First and foremost, the persistence of the Covid pandemic and related matters warrants a continuance of our current meeting policies and procedures until further notice. Our October 6 regular membership meeting as well as our October steward and executive board meetings will take place telephonically. Additional and updated information concerning future meetings and other Branch events will be provided as conditions are monitored, but in the near term we will be conducting business only in a teleconference format.

Regarding the October steward meetings. Because the annual K.I.M. (Region 6) training that had been scheduled in Indiana this year will be replaced by a virtual and more limited online format conducted by our National Business Agent's office, there will be an additional steward meeting scheduled in October, on **Tuesday, October 12**. The other steward meeting in October will take place as previously scheduled on **Tuesday, October 19**.

The cost-of-living adjustment (COLA) for career letter carriers which became effective on Saturday, August 28 was the largest COLA increase in the history of the NALC's collective bargaining with the Postal Service. The increase will appear on paychecks dated Friday, September 17. The next pay increase for all city carriers will be a 1.3% general wage increase effective Saturday, November 20. CCAs will receive an additional 1%, which is paid in lieu of COLA.

The next COLA for career letter carriers will be effective the second full period following the release of the January 2022 Consumer Price Index (CPI). The second COLA in 2022 will become effective the second full pay period following the release of the July 2022 CPI. Finally, the final wage increase of the current Contract will occur on November 19, 2022, which will be a 1.3% increase. Also, at that time an additional Step (Step P) will be added to the top of the letter carrier pay scale, which will be \$444 more than the current top Step O. The waiting period will be 46 weeks.

An issue arose where management in one of our installations refused to provide the union with evidence of a letter carrier's extended absence that was being used to block the leave board. Management is required to provide this upon the request of our union, per our Local Memorandum of Understanding (LMOU), Item 4, section 7.c and Item 12, section 2.c. In this instance, management attempted to justify their obstinance by claiming that the union should have request this "in writing." Although the pertinent LMOU provision does not specify that the union's request be in writing, it is our best interests to do so, simply because this creates a written record that can be useful if needed in the grievance procedure.

The new JCAM has provided updated and clarified information regarding a number of letter carrier work issues and related matters. This Memo will look at two of these. First, some additional language was added to the JCAM Article 16, section 10 discussion, which reflected agreement with the USPS that a recent National level arbitration award involving the Mailhandlers Union would be applicable in the City Letter Carrier Craft. Specifically, the following language can now be found in the JCAM on page 16-13: "*Discipline issued to a CCA may not be considered or cited in determining whether to issue discipline to the CCA employee after his or her conversion to career status.*" **Thus, once converted to career status (PTF or fulltime regular) any disciplinary action previously received as a CCA is no longer citable.**

Also, page 8-21 of the new JCAM contains an important clarification of the Article 8, section 5.G language concerning maximum daily work hour limits and the use of a "no lunch." It now reads *"Because this language limits total daily service hours, including work and mealtime, to 12 hours, all letter carriers not on the ODL or Work Assignment List (including PTFs and CCAs) are effectively limited to 11½ hours per service day. **This is true whether or not a meal break is taken.** This rule also applies during the penalty overtime exclusion period (December)."* Thus, any letter carrier – including PTFs and CCAs, that is not on the regular or work assignment overtime lists and that does a "no lunch" is still limited to a total of 11.5 hours work – NOT 12 hours.

An issue that never seems to go away is an improper requirement by management that letter carriers requesting light duty (work restrictions resulting from a non-job-related illness or injury) complete an unauthorized and locally developed "light duty request form." Article 13, section 2 of the Contract sets forth the criteria for an employee's request for temporary modifications of their regular duties. This specifically provides that *"Any full-time regular or part-time flexible employee recuperating from a serious illness or injury and temporarily unable to perform the assigned duties **may voluntarily** submit a written request to the installation head for temporary assignment to a light duty or other assignment. The request shall be supported by a medical statement from a licensed physician or by a written statement from a licensed chiropractor stating, when possible, the anticipated duration of the convalescence period. Such employee agrees to submit to a further examination by a physician designated by the installation head, if that official so requests."*

Nowhere in the above requirements is there anything about the completion of a unilaterally and unofficial locally developed form by the requesting employee, nor is such a requirement inferred. As such, any attempt by management to require the completion of such a form is outside the scope of their contractual authority and should be challenged through the grievance procedure. Additionally, the unauthorized local form itself should be challenged with a separate grievance, citing violations of the Administrative Support Manual (ASM) sections 324 and 325. The Branch has a grievance starter and grievance guidelines available for stewards when responding to the use of improper and locally developed unofficial forms.

There is one additional and all too common violation related to the light duty process, which is where management attempts to require a letter carrier with an 8 hours per day or 40 hours per week work restriction to request "light duty." **If/when this occurs, it must always be responded to through the grievance procedure.** An inability to work overtime is by itself NOT considered "light duty" as long as a letter carrier can perform all of his or her regular duties 8 hours a day and 40 hours a week. Additionally, the Article 13, section 2 language cited above clearly states that light duty requests are voluntary on the part of the employee. Thus, under no circumstances can they be compelled by postal management.

Grievances in response to this issue should always include two specific cites from the NALC Materials Reference System (MRS). First National Arbitrator Carlton Snow's award (H-1C-5K-C 24191, or C-18906), and also the Step 4 decision of E94N-4E-C 98057013, or M-01360).