



MEMO To The Branch 2184 Leadership Council, September 12, 2023

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This month's Branch 2184 Leadership Council Memo will begin with an update concerning Branch administrative matters. Our next regular monthly membership meeting is scheduled for Wednesday, October 4 at 7:30 p.m. at the Branch 2184 office. Along with the regular meeting business, nominations will be taken for all Branch officer and station steward positions as well as nominations for convention delegates for the 2024-2026 term of office. An election by mail ballot will follow for any contested positions. Election results will be announced at the December 6, 2023 membership meeting. Detailed information regarding Branch 2184 regulations and procedures for nominations and elections can be found in Article V of our Branch Bylaws.

A steward meeting is scheduled for Tuesday, October 18 at 7:00 p.m. This meeting will be conducted via WebEx. A reminder that everyone that attends AND participates in the Region 6 (K.I.M. Region) training conducted by National Business Agent David Mudd's office on October 7-9 (this means attending a minimum of three class sessions as well as the two general sessions on Sunday and Monday) will receive steward meeting credit for October. An executive board meeting is scheduled for Monday, October 30 at 7:30 p.m.

Those attending the NALC Region 6 training in October will also receive a letter with information from Branch President Walt McGregory prior to the training. Please be sure carefully read it over and contact the Branch office with any questions. Hotel arrangements have been made by the Branch. Any attendee that requested their own room should reimburse the Branch directly for their portion of the charges.

The penalty overtime exclusion period for the holiday season this year has been announced. It will begin on Saturday, December 2, the first day of pay period 26, week 1, 2023 and continue through Friday, December 29, the last day of pay period 1, week 2, 2024. An additional reminder that existing daily and weekly work hour limitations during this period are the same as during the rest of the year, **with the exception (ONLY) of those on the regular or work assignment overtime desired lists.** Additionally, for those on the work assignment list, this exception only applies to work on their own assignment. Finally, Article 8.5 of the Contract (assignment of overtime work) otherwise remains fully enforceable during the penalty overtime exclusion period.

Also be aware of the following information. USPS pay year 2024 begins on Saturday, December 16 (pay period 1, week 1, 2024). USPS leave year 2024 begins on Saturday, January 13, 2024 (pay period 3, week 1, 2024). It is on this date that the annual leave advanced to fulltime regular USPS employees is **credited and becomes available to use.** It is expected that as in the past our members will have lots of questions about this subject. It is also expected that as in the past management will misinform our members about this subject. Per the ELM section 512.12.a, the USPS leave year always begins on the first day of the first full pay period that is entirely within the calendar year.

The initial round of annual leave selections for 2024 begins on Friday, December 1, 2023 in every Branch 2184-represented station. Stewards, please ensure that the start of the leave selection process in your station is NOT delayed for any reason. Stewards should soon meet with management in their stations for purposes formulating the annual leave boards for 2024, this per Article 10, section 4 of the National Agreement. **ALL stewards and especially our newer stewards should carefully read and review Items #4 through #12 of our Branch 2184 Local Memorandum of Understanding (LMOU).** Pertinent to the formulation of our individual station leave boards is the following language from Item #4, section 1, and Item #9 of our LMOU:

For purposes of vacation planning the maximum number of letter carriers to be excused from work per week during the Choice vacation period shall be 9% (non-choice period) and 13% (choice period) of the number of letter carriers earning annual leave, i.e., regulars, reserve regulars, unassigned regulars, full-time flexible and part-time flexible employees, from each installation's authorized complement or the number of letter carriers on each station's employment roster, whichever is greater, in effect on December 1 of each year covered by this agreement. The resultant number, if .5 or greater, shall be rounded up to the next whole number, with a minimum of one (1). The vacation chart will be made available for review by the carriers prior to making their selections.

Stewards MUST ensure that the above language is applied without exception in every station. Do NOT under any circumstances allow management to unilaterally formulate the vacation boards. Disputes regarding any aspect of this process **should immediately** be brought to the attention of the Branch. Stewards and Branch officers that are active carriers and that are convention delegates and who are planning to attend the NALC National Convention in Boston on August 5 through 9, 2024 are also reminded to notify management PRIOR to the beginning of leave selections on December 1.

We are now in the "holiday dense" portion of the postal year, as eight of the eleven official postal holidays occur between early September (Labor Day) and mid-February (Presidents Day). All our stewards and contract enforcers should carefully review the holiday scheduling provisions of Article 11 of the Contract as well as those in Item #13 of our Branch 2184 Local Memorandum of Understanding (LMOU). With every postal holiday there are issues caused by misunderstanding and misapplication of the holiday scheduling process and requirements. Some of these are caused by management and some of these caused by unknowledgeable letter carriers - for example the ongoing myth that the Overtime Desired List (ODL) must be utilized when making the schedule. **The ODL and Article 8 itself are not considered in any manner with the formulation of a holiday schedule.** If additional overtime work becomes necessary on the day of the holiday schedule itself, the ODL can and should be utilized in the usual manner.

Also on a holiday related note, a question arose concerning the assignment of the T-6 carrier when both the NS day carrier as well as the designated holiday carrier are scheduled to work as a on the day of a holiday schedule. In this situation, the specific provisions of our Branch 2184 Local Memorandum of Understanding (LMOU) Item 21, section 4 are applicable. If there is not an opening elsewhere on the T-6 string to move the T-6 to (i.e., a call in or an assignment that has an Article 41 opt/holddown), **the T-6 does the assignment of the NS day carrier, which is the T-6's regular assignment that day.** The NS day carrier in this situation works wherever assigned by management, while retaining their 8-hour overtime pay guarantee. Finally, always keep in mind that when a holiday falls on a carrier's NS day it is the holiday that "moves." Hence, the term "designated holiday." A fulltime carrier's NS day NEVER moves, except in a voluntary schedule change (PS Form 3189) situation. A designated holiday is NOT a nonscheduled day and should never be confused or conflated in that manner.

Also be aware that there is a relatively rare Saturday holiday coming up this year on Veterans Day, observed on Saturday, November 11. As such, the "holiday schedule" day for who are nonscheduled on Veterans Day this year, which per Article 11.5.B occurs on the "scheduled workday preceding the holiday," will be Thursday, November 9. This is because all fulltime carriers in Branch 2184 have a rotating NS-day schedule. Those that are NS on Saturday will also be so the previous day on Friday. In USPS installations where fulltime carriers have fixed NS days, the holiday schedule day will be Friday, November 10.

We received a report from one of our stations regarding another issue involving our LMOU provisions pertaining to the assignment of the T-6 carrier when a fulltime regular is called in to work on their nonscheduled day. If no other route on the T-6 string is open, the T-6 CAN be moved to an assignment on the string that has been opted on by a CCA, PTF, unassigned regular or reserve regular carrier. This is consistent with the National Level Step 4 Settlement of M-00154. Item #21, section 4 of our LMOU is self-explanatory and reads as follows:

Section 4. TEMPORARY ASSIGNMENT CHANGE FOR T-6 ASSIGNMENTS

A full-time regular carrier called in to work on a non-scheduled day shall work his/her full-time duty assignment provided there is a vacant route on the string to which the T-6 carrier may be assigned. This is inclusive of assignments that are temporarily vacant and have been opted on by PTF, reserve regular or unassigned regular carriers, or city carrier assistants (CCAs). Otherwise, the carrier working on a non-scheduled day will be assigned where needed. If two or more vacancies on the string exist the T-6 carrier shall select his/her assignment. If a full-time regular is called in to work on a non-scheduled day and if two or more vacancies on the string still exist, the T-6 carrier shall select his/her assignment. If one of the two vacancies has been opted on, it will not be considered as vacant for purposes of applying this provision.

A final important note: Stewards and Branch officers must always be very careful not to use their positions for any self-serving purpose. This is especially and even critically true with regards to your actions or inactions involving other letter carriers, both NALC members as well as non-members. Under NO circumstances should any NALC representative – and most of all a station steward, ever engage in personal attacks on or investigations of other letter carriers under the guise of engaging in representative functions such as grievance investigations.

If a legitimate Contract-related investigation of postal management's actions involves or potentially involves information about other carriers, be very careful what it is used for and be ready to clearly identify its clear and direct relevance to your investigation of one or more Contract violations committed by management. Most of all, during grievance investigations, you must NEVER directly (verbally or in writing) accuse another letter carrier of wrongdoing. That is solely the responsibility of management, along with the accompanying burden of proof. Otherwise, stewards are putting themselves as well as the Branch at serious risk of Department of Labor charges as well as other legal consequences. NALC Union representatives have ONE overriding responsibility – to represent ALL letter carriers, and to always do so without bias or even a hint of selective Contract enforcement. Any representative of this union that cannot or will not accept or abide by legally binding DUTY of fair representation of ALL letter carriers should get out of this business – now.