

MEMO To The Branch 2184 Leadership Council, March 12, 2024



Walt McGregory
Jackie McGregory
Darryl Clay
Katrina Jones
Mark Owen
Jerry Cerpa
Paula Hall
Scott Watts
Erik Venzke
Tracy Mitchell
Dave Reise
Joe Golonka
Kris Shaw
Scott Russell
Tod Lilla
Byron Hendricks
Jillian Hudgins
Mohamad Rahal
Kim Miller
Symone Coleman
Yvonne Jackson
Karl Tamburro
Shaun Fowlkes
Marwan Ghotemi
Chanel Harrison
Marquel Davis
Justin Leal
Lillian Bogosian
Rachel Stachulski
Scherrie Lacey
Jennifer Rake
Dan Marek
Diego Forshaw
Cassie Mendryzcki
Courtney Duran
Keith Benedict
Victor Siemiesz
Jeff Webb
William Douglas
Casey Pennigton
Nakia Whitfield
Felicia Davis
Ananias Epps
Ramon Robinson
Shatyra Young
Paul Bordine
Ashley Seper

This month's Leadership Council Memo begins as usual with an update on Branch administrative matters. Our next regular membership meeting will take place on Wednesday, April 3 at 7:30 p.m. in our meeting room at the Union office. Delegates committed to attend the NALC National Convention in August are reminded that there are just three (3) remaining membership meetings (in April, May, and June) for purposes of qualifying for expense payments if attending the convention. A steward meeting is scheduled for Tuesday, April 9, at 7:00 p.m. in our meeting room at the Union office. A second steward meeting will take place online via WebEx on Monday, April 15 at 7:00 p.m. Attendance at either meeting is sufficient to receive steward meeting credit. An executive board meeting will take place online via WebEx on Monday, April 29 at 7:30 p.m.

All retired members as well as members considering retirement are invited to attend forthcoming retiree meetings hosted by Branch retiree officer Scott Watts. They will take place on Thursday, March 14 and on Thursday, April 18 at 12:30 p.m. in the meeting room of the Branch 2184 office. The meetings will be informal and include food, discussion of any and all pertinent and pending retirement-related matters, and Detroit Tigers baseball on the television.

The Branch has completed delegate registration, purchased plane tickets, and has booked housing for delegates committed to attending the National Convention in Boston. The Branch delegation will be staying at the Omni Seaport Hotel in Boston, directly across the street from the convention center. Delegates will be receiving extensive additional information from the Branch concerning travel schedules and related matters. At a later date, all delegates will also receive important correspondence from Branch President Walt McGregory with additional information as well as their duties and obligations as Branch 2184 delegates. As in the past, every delegate will be expected to attend at least two (2) convention workshops from among those that will take place immediately before and after the convention sessions.

All systems are on go for our participation in this year's NALC National Food Drive on Saturday, May 1. Our station coordinators have received information about concerning flyers and T-shirt signup sheets and Branch order forms as well as forthcoming Food Drive Strategic and Kick-off meetings that will take place on March 27 at 2:00 p.m. and on April 17 at 2:00 p.m.

In light of periodic questions and frequent misunderstandings from some of our members about the EEO (Equal Employment Opportunity) complaint and appeal process and especially concerning the non-contractual nature of the USPS EEO process, this is a brief overview of the union's role in EEO-related matters. First and most importantly, the EEO process is strictly an internal USPS process that is designed to respond to employee complaints based on factors of alleged work discrimination based on race, ethnicity, gender, age, disability, and

other factors. **USPS EEO procedures are not incorporated into the National Agreement.**

As such, the NALC and its representatives have NO contractual or legal obligation to participate in it. Those initiating USPS EEO complaints have the right to choose a representative from any source. If a union representative such as a local Branch officer or steward is requested to by an employee to act as an EEO representative, they may do so of their own volition, but normally they will not be reimbursed by the Branch for EEO-related expenses or lost time unless the issue requires their involvement as a union official. Additionally, settlements of EEO complaints are NOT grievance settlements and they should never be construed as such. The terms of an EEO settlement are NOT enforceable through the Article 15 grievance/arbitration process. However, in a similar vein the terms of an EEO settlement cannot be inconsistent with or "rewrite" existing Contractual language. Union representatives should routinely request to review settlements of EEO complaints to ensure that they are contractually compliant.

The Branch received a favorable Step B decision on a grievance out of the Inkster office that involved the right of an alternate steward to continue with a grievance that they had initiated in the absence of the regular steward. Management 's position was that the alternate steward was required to hand the grievance off to the regular steward upon their return. The Dispute Resolution parties determined that the union has sole authority to make this decision, which is consistent with Articles 15 and 17 of the contract and the union's right as the moving party in grievances to determine its representatives at each step of the process.

In another pertinent Step B decision, the Dispute Resolution parties determined that a fulltime letter carrier who was required to work on a nonscheduled day because of a holiday schedule but who was in a leave without pay (LWOP) status for the last hours of their scheduled workday immediately before and also first hour of their scheduled workday immediately after the holiday was NOT entitled to holiday pay. The key word in Article 11, section 2 that applies in this situation is SCHEDULED workday. Work on a nonscheduled day is by definition not "scheduled work" even if an employee has otherwise been instructed or listed to work on that day. Thus, in this specific situation, the carrier did not qualify for holiday pay by virtue of not having met the requirements of Article 11, section 2.

With the appointment of National Arbitrator Dennis Nolan and the ongoing process of obtaining a new National Agreement with the USPS, many NALC members are already asking about "back pay" when an arbitration award is issued or a negotiated agreement is ratified. Although there likely would have been a regular contractual increase as well as two COLA pay adjustments since the time of the original expiration date of the 2019-2023 Contract, this should not be presumed. The specific details concerning retroactive pay will be released after the process is finalized, and from that point there will be an additional wait for the USPS to calculate the specific amount for each eligible employee. In other words, don't spend that money yet.

BRANCH 2184

MEETING NOTICE

Wednesday, April 3, at 7:30 p.m.

**This meeting will be held at the Branch 2184 office, located
at 6969 Monroe, Taylor MI 48180**

MEETING AGENDA:

- **Branch Officer Reports**
- **Committee and Activities Reports**
- **Letter Carrier Contractual Information**
- **Legislative Updates**