

MEMO

To the Branch 2184 Leadership Council, Nov. 9, 2020



Mark Judd
Walt McGregory
Jackie McGregory
John Hite
Cathy Tondreau
Jim Powell
Scott Watts
Joe Golonka
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
Tracy Mitchell
Nakia Whitfield
Katrina Jones
Ananias Epps
Ramon Robinson
Tyler Haverstick
Paul Bordine
Mike Tredway
Danita Smith

This Leadership Council Memo will begin in the same manner as the past several months, with an administrative update concerning Branch matters. First, there are several changes in the Branch officer structure, necessitated by the tragic loss of Michele Szafran on October 19 and the decision by Vice-President Joe Golonka to step down from this position on October 31. Effective on November 2, Branch President Mark Judd has made the following appointments:

Branch 2184 Recoding Secretary and Dearborn Steward/Step A designee Jackie McGregory has been appointed as Branch 2184 Vice-President. Canton Steward John Hite has been appointed as Branch 2184 Recording Secretary. Retired member Joe Golonka has been appointed as a Branch 2184 Trustee. NALC Step B representative Erik Venzke has been appointed as a Branch 2184 injury compensation specialist, and will be assisted by Trenton Steward Tracy Mitchell. All appointments are for the balance of the current term of office, which will be until nominations and elections are completed and Branch officers and stewards for the new term of office are installed. Finally, NALC Region 6 National Business Agent Troy Clark has appointed Plymouth alternate steward Kristie Nelson to serve on the Detroit District Safety Committee.

With the ongoing resurgence of the COVID pandemic, the Branch will continue to conduct all Steward and Executive Board meetings telephonically until further notice. Additionally, it has become necessary to cancel the Branch membership meeting scheduled for Wednesday, December 2. Finally, the customary December holiday gatherings/meals have also been canceled for this year, including the officer/steward meal that had been scheduled on December 15. The payouts for attendance at steward meetings this year will be made as usual, based on attendance at the meetings (both in person and telephonic) and the usual application of the Branch Bylaws.

The annual four-week penalty overtime exclusion period this year will begin on Saturday, November 28 (the first day of pay period 25, week 2, 2020) and will end on Friday, December 25 (the final day of pay period 1, week 1, 2021). A reminder that the absence of penalty overtime during this period does not change or invalidate any other contractual provisions regarding the assignment of overtime work. Article 8 should be enforced accordingly. The 12/60 work hour limitations do not apply to ODL carriers in December, per Article 8.5.G.2.

On Tuesday, December 1, the initial round of vacation selections for 2021 (February 2021 through January 2022) should begin in every station within Branch 2184. There is no valid reason to delay this process. Stewards, be sure that you involved in the configuration of the annual leave boards in your stations. Do NOT allow management to unilaterally configure the annual leave boards. Please contact the union office immediately if management attempts to unilaterally implement the 2021 leave program.

Additionally, all stewards are strongly encouraged to 1) read the separate Branch Memo regarding 2021 Leave Year information, and 2) review and be sure that you fully understand each negotiated provision regarding our local program that is found in our Branch 2184 Local Memorandum of Understanding (LMOU), Items 4 through 12. Even veteran stewards will find that periodic reviews of documents such as our LMOU are helpful for contract enforcement purposes.

USPS Leave year 2021 begins on Saturday, January 2, 2021, which is the first day of pay period 2, week 1, 2021. It is on this date that the annual leave which is advanced to all career regular employees becomes available to use. The newly credited leave will appear in employee leave balances accompanying paychecks dated Friday, January 22, 2021. However, it is available for career employees to use beginning on January 2. Career regulars in leave earnings category 1 (less than 3 years of creditable service) receive 4 hours each pay period, or 104 hours for a full year. Career regulars in leave earnings category 2 (3 to 15 years of creditable service) receive 6 hours each pay period, or 160 hours for a full year. Career regulars in leave earning category 3 (more than 15 years of creditable service) receive 8 hours each pay period, or 208 hours for a full year.

Career carriers with more than 15 year of creditable service will have two adjustments in their leave earnings category, at 3 years and again at 15 years. These adjustments nearly always occur sometime during the leave year, not coincident with the beginning of the leave year. When this occurs, as it does for nearly everyone, the leave advanced at the beginning of the year is prorated, with leave earned at the lower rate advanced for the number of pay periods it in effect, and the remaining pay periods of the year advanced at the higher rate.

An example is where a carrier attains three years of creditable service and goes from leave earnings category 1 to category 2 after the 20th pay period of the year (or about early October). The first 20 pay periods of annual leave for that year should be advanced at 4 hours a pay, and the last 6 pay periods of annual leave for that should be advanced at 6 hours a pay. In this instance, the amount of advanced annual leave that year in January should be 116 hours. In January of the following year the same carrier should be advanced a full 160 hours.

Also related to pay periods and annual leave, the color-coded calendars for 2021 are still available. Stewards, please contact the Branch office or Financial Secretary-Treasurer Cathy Tondreau to obtain them to sell to our members. The cost is \$6.50 and all proceeds go to MDA.

Periodically NALC stewards will be in situations at work where they are witnesses to incidents involving other carriers. Management will sometimes interview a steward as part of their investigation. This can and often does present a tricky situation for the steward. The Employee and Labor Relations Manual (ELM) section 665.3 provides that "Employees must cooperate in any postal investigation, including Office of Inspector General investigations." Thus, a steward is obligated to "cooperate" in a management investigation, and he/she should do so. However, there are limits to this obligation.

A steward's requirement to cooperate does NOT mean that they must function as management witnesses against a letter carrier or other craft employee. Instead, it means answering relevant and pertinent questions about what the steward may or may not know about the issue or incident being investigated. Most of all, stewards should NEVER provide written statements to management concerning other letter carriers. Doing this will compromise the steward's ability to fully represent the employee, should disciplinary action be issued as a result of the investigation. Additionally, this undermines employee confidence in the steward and well as their confidence in the NALC and the Branch, and it could potentially create an ethical and legal challenge for the union. In summary, yes, you must cooperate in a postal management investigation. No, you NOT required to be a management witness, either verbally or in writing. When in doubt, contact the Branch 2184 office for further guidance.

A reminder the Federal Employees Health Benefits open season has begun and will continue through Monday, December 14. Active or retired letter carriers wanting to switch plans or make changes within a plan can do so during this period.

Memo

To: All Branch 2184 Stewards and Officers
From: Mark Judd, Walt McGregory, and Joe Golonka
Date: 10/19/2020
Re: 2021 Leave Year Information

In an effort to be proactive regarding the inevitable questions and concerns raised by our members regarding the forthcoming leave year, please be aware of the following information.

USPS Pay Year 2021 will begin on Saturday, December 19, 2020 (pay period 1, week 1, 2021)

USPS Leave Year 2021 will begin on Saturday, January 2, 2021 (pay period 2, week 1, 2021). This is the first date that a fulltime regular's newly credited annual leave for 2021 can be used. Also be aware that the new leave balances will not be reflected on paychecks until the pay date of Friday, January 22, 2021. **However, this leave is fully available to use beginning on January 2, as noted above.** Every year some in management and also among our own members are confused and misinformed about this.

The initial round of annual leave selections for 2021 (February 2021 through January 2022) should begin in every Branch 2184-represented station on Tuesday, December 1, 2020. A reminder that for leave year 2021 (only) fulltime career letter carriers can carry over a balance of 520 hours, or 13 weeks of annual leave, per a Memorandum of Understanding signed by the NALC and USPS.

Please ensure that management does NOT "block" any vacation weeks with the names of ill or injured letter carriers **until after the completion of the second round of vacation selections.** Also be sure to challenge management to provide supporting documentation for **any and all** weeks that they block. Additionally, **ALL** vacation weeks that are subsequently cancelled must first be posted for bid prior to any management attempts to "block" them. Additionally, leave weeks on the CCA vacation boards cannot ever be "blocked" with the names of ill or injured carriers under any circumstances.

Also remember that the purpose of the second round of vacation selections is to allow carriers to choose additional weeks that are still available in **the choice vacation period.** It is not intended for non-choice weeks because there are no limitations on the number of non-choice weeks that can be chosen during the initial round of vacation selections, as long as leave is available to cover them.

The leave remaining or "incidental leave" provisions of our Local Memorandum of Understanding (Items 4.7 and 12.2) **become effective immediately upon completion of the first round of vacation selections, not the second round.** Please ensure that the leave remaining provisions of our LMOU are adhered to and that such requests are not approved prior to six weeks in advance of the week during which the days are requested.

ALL approved CCA leave requests must be shown on the CCA leave boards ONLY. Please be sure that leave approved for City Carrier Assistants (CCAs) is NOT used to fill any slots on the career city carrier vacation boards, and that it is NOT counted against the number of career letter carriers allowed off at any time.

If questions or concerns about any aspect of Branch 2184's local leave program arise, please contact the Branch office immediately so that they can be timely addressed. **These are our locally negotiated leave procedures, and any questions of interpretation or clarification should be addressed ONLY by Branch 2184, not by postal management.**



Memo

To: All Branch 2184 Stewards

From: Mark Judd, Walt McGregory, and Joe Golonka

Date: 11-09-2020

Re: Additional Information regarding the 2021 Annual Leave Selection Process

Please be sure to carefully read the information in the 11-09-2020 Leadership Council Memo as well as in the separate memo pertaining to the 2021 annual leave selection process that begins in all Branch 2184 represented USPS installations on **Tuesday, December 1**. The following is additional information regarding that process.

First, if you have not already done so, please get with the installation head for your stations as soon as possible in order to get the new leave boards formulated. This is essential – this is NOT a unilateral process and the union's participation is required.

Second, when you do so, be sure to consider and apply the following:

The Michigan State Association of Letter Carriers (MISALC) has cancelled the State Convention that had been scheduled for May 24 and 25, 2021. Thus, at this time there are no scheduled conventions next year.

In our two multi-station installations (Dearborn and Westland/Canton), remember that the percentages and the resulting number of vacation slots are first formulated and applied to the entire installation for both the choice and the non-choice periods. After this is done, the resulting number of total slots available each week is then divided among the stations in that installation, using the number of carriers working in each station as a basis for determining how many of the slots each week go to the respective stations.

Finally, and this **IMPORTANT**: Although they have a separate vacation board, CCAs ARE included in determining the number of vacation slots available each week. Additionally, because of chronic understaffing that exists in many of our installations, stewards **MUST** be sure that the negotiated language from Item #4 and from Item #9 of our Branch 2184 Local Memorandum of Understanding is applied. This means that the negotiated percentages for both the choice and the non-choice vacation periods are applied to **the number of carriers earning annual leave (which includes CCAs) from each installation's authorized complement OR the number the number of carriers on each station's employment roster, whichever is greater, in effect on December 1 of each year.**

Because of understaffing issues, is likely that the number of carriers on many (if not most) of the employment rosters in Branch 2184-represented installations is currently less than the authorized complement. **If this is the case, then the negotiated percentages MUST be applied to the authorized complement, NOT to the number of carriers on the employment roster.** If management in your office has a different idea, please contact the Branch 2184 office immediately so that this issue can be timely addressed.

WORKING IN THE DARK – WHEN CUSTOMER SERVICE MEETS SAFETY AND COMMON SENSE

Every year letter carriers in most parts of our nation must deal with the prospect of performing delivery duties in darkness or near-darkness for several months following the end of daylight savings time. Every year this results in some unique and serious safety concerns. Every year there are seemingly inevitable angst producing clashes between supervisors and letter carriers concerning this issue, and often there are consequent grievances.

Management wants the mail delivered, even while they create customer service problems by scheduling later letter carrier starting times, often due to cutbacks in mail processing facilities. In some instances, these problems are further magnified by the understaffing of letter carrier station complements.

Even more problems are created through unrealistic management expectations of letter carrier office and street performance, often based on inaccurate and incomplete computer data. In some offices, problems are still further compounded by management's unwillingness to assign overtime work in the contractually prescribed manner. The result of all of this: the earth still rotates, the sun still sets, and letter carriers are still out in the street after dark. Existing delivery hazards are magnified by poor visibility in darkness, and in some areas, there also is a serious threat to letter carrier safety due to potential criminal activity.

When it appears likely that delivery duties will not be completed before darkness sets in, there should never be a blanket assumption that all delivery of mail is unsafe and therefore must immediately cease. Conversely, management should not ever assume that delivery of mail is always safe in every situation under these conditions. Safety is first and foremost a matter of judgment and the application of common sense. It is of no value to debate in advance whether a specific delivery circumstance or set of circumstances is or will be unsafe, even when we have every expectation that this will indeed be the case. Your supervisor may have a different expectation and neither is going to change the other's mind. So why quibble about it? The truth will manifest itself soon enough.

If you believe that your assigned delivery duties will take you into darkness and that safety will then be a concern, simply inform your supervisor verbally of this well in advance (in the morning if possible). Be sure to complete form 3996 as usual when you are unable to perform all assigned duties within eight hours. If a supervisor responds with an unrealistic assessment of your workload, don't argue or debate the issue. Merely respond that you will do the best that you can and reiterate that you have a safety concern about making deliveries in darkness.

Important: DO NOT ever inform management that you are *refusing to work in the dark*. Later, when it becomes apparent that your own assessment of your workload was correct, always call in a timely manner (well before the sun sets) to ask for instructions. Once again express your concern about delivering mail in darkness. Follow the instructions you are given, even if they are to continue until all mail is delivered.

When darkness sets in, and you determine after attempting to deliver mail that continuing would be unsafe, again call and inform your supervisor of your concern. Again, follow instructions, even if they are to continue. However, if after attempting delivery one last time your judgment is that it is still unsafe to continue, then (and ONLY then) should you bring the remaining undelivered mail back. **Be sure that as soon as you have returned to the office, you immediately inform the supervisor of any undelivered mail. Always complete PS form 1571 (report of undelivered mail), listing the reason(s) for non-delivery. Give the completed form to a supervisor and obtain a duplicate copy *before clocking out for the day*.**

Following the above guidelines will help ensure that you are not charged with failure to follow instructions or unauthorized curtailment of mail and possibly receive disciplinary action. USPS customers have the right to expect their mail to be delivered each day. Letter carriers have the right and the duty to perform their duties in a safe manner. It all comes down to common sense and realistic planning. At the end of the work day it also comes down to integrity, and that is where letter carriers should have the advantage, every time.

Joe Golonka