

MEMO

To the Branch 2184 Leadership Council, Mar. 27, 2020



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The information provided in this Leadership Council Memo is up to date as of late March, 2020. However, we in an unprecedented situation where things are rapidly changing on a day to day basis. As such, it is essential that every Branch 2184 officer and steward stay fully apprised of all developments. This includes, but is not limited to checking the NALC National website and the NALC app on your phones. It is strongly suggested that you carefully read all statements and information disseminated by the NALC National Union and/or our National Business Agent's office. Another good source of updated information is the NALC's podcasts – "You Are The Current Resident" which can be readily accessed on your smartphone, computer, or tablet. The remainder of this Memo will discuss current issues involving both the NALC and letter carriers nationwide as well as some matters that are specific to Branch 2184.

Stewards, if you have not already done so please carefully read each of the five National level Memorandums of Understanding (MOUs) that have been negotiated by the NALC with the Postal Service – M-01910 through M-01914. If you have any questions or concerns about any aspect of these agreements, which are temporary in nature, please discuss them with a Branch officer (Mark, Walt, Joe, Jackie, or Michele) ASAP. Additionally, management in some offices has proposed or even falsely stated that the union should agree or has agreed to other modifications of work rules, such as the overtime provisions in Article 8 of our Contract. **Be aware that under NO circumstances does any steward or representative of the union at the local level have the authority to agree to ANY modifications of Nationally negotiated work rules.** If management approaches you about this, please notify the Branch office ASAP.

Regarding forthcoming scheduled Branch 2184 events, some of these will be determined by decisions made by the National Union, such as the annual NALC Food Drive that is scheduled for Saturday, May 9. Station Food Drive coordinators and others should wait for official information regarding the status of the Food Drive as well as potential Branch events related to the Food Drive. Regarding other forthcoming events, as of this time no decision has been made regarding our annual Branch picnic on Sunday, June 28. Thus, at this time it is still a "go." Regarding the NALC National Convention in Hawaii in August, the National office also has not yet made a decision. It is likely that decisions regarding the Food Drive and also the National Convention will be made during the next few weeks, so don't change any plans yet.

Regarding our monthly membership meeting scheduled for May 6 as well as subsequent meetings, decisions on whether to conduct them will be made by Branch President Mark Judd after an analysis of the situation as it develops and changes. Regarding our monthly Steward and Executive Board meetings, until further notice they will be conducted by teleconference. All stewards and Branch officers will receive the information necessary to participate in these meetings, which will be disseminated by text, phone, and by email. Those participating the Steward meeting teleconferences will receive credit for Steward meeting attendance for that month. The conference number to call to participate is 1-234-203-2766. And the Participants Access Code is 310-744-427.

A persistent source of confusion and misunderstanding is the subject of pay guarantees as they apply to full time career letter carriers, on non-scheduled days as well as regularly scheduled work days. All fulltime career letter carriers have a guaranteed regular schedule of 8 hours a day, 5 days a week. Any work outside of this schedule results in premium pay such as overtime or even penalty overtime. A letter carrier can voluntarily and temporarily change their schedule through the completion and submission of PS Form 3189, which requires the concurrence and signature of a union representative. However, in ALL situations the 3189 is initiated only by a letter carrier for their own personal convenience. Under NO circumstances should a 3189 be initiated or completed at the behest of management.

If a fulltime career letter carrier completes their assignment in less than 8 hours, management can assign other work to fill out the balance of an 8-hour day. Alternatively, the carrier can request a "7.01" – which has recently been brought back into active use due to the National MOU on the subject (M-01913). However, letter carriers should be very careful about utilizing the "7.01" option, especially on a routine basis, as they will most likely be rewarded with an addition to their assignment, based on their own "demonstrated performance." Additionally, under no circumstances can management require a fulltime carrier to use any form of leave – either paid or unpaid, to complete an 8-hour workday. If they direct a fulltime carrier to leave in less than 8 hours, the carrier must be paid the balance of their 8-hour pay guarantee.

But what about work on a nonscheduled day? Recent questions about this subject necessitate a review of the applicable work and pay rules. First and foremost, per Article 8, section 8.B of the Contract, any fulltime career letter carrier that is scheduled to work on a nonscheduled day is guaranteed 8 hours of pay at the overtime rate (unless they are working their second NS day in the same service work, where it would be penalty overtime). Always keep in mind that this is a PAY guarantee, not necessarily a work guarantee. **Thus, if management chooses to allow a fulltime career carrier to work less than 8 hours on a nonscheduled day, he/she must still be paid 8 hours at the overtime rate. This pay guarantee cannot be voluntarily "waived" by a carrier, except in the case of unforeseen illness or personal emergency.** If the carrier is not available to work the entire 8-hour guarantee, they should NOT be scheduled to begin with. See the JCAM discussion of this subject, found on pages 8-25 and 8-27, as well as M-00879 from the NALC Materials Reference System (MRS).

One final matter pertaining to nonscheduled days. No form of USPS leave, either paid or unpaid (sick leave, annual leave, or leave without pay) is possible on a nonscheduled day or anytime outside of a fulltime career carrier's regular schedule. USPS leave, by definition, only replaces regularly scheduled work hours and work days.