



MEMO To the Branch 2184 Leadership Council, November 16, 2021

Walt McGregory
Mark Judd
Jackie McGregory
Mel MacDonald
Cathy Tondreau
Jim Powell
Phil Ashford
Tracy Mitchell
Gloria Warthen
Felicia Davis
Leonard Zawisa
Joe Golonka
Dave Reise
Erik Venzke
Kris Shaw
Mark Owen
Bryon Hendricks
Jillian Hudgins
Darryl Clay
Symone Coleman
Yvonne Jackson
Karl Tamburro
Denise Viola
Shaun Fowlkes
Lillian Bogosian
Scherrie Lacey
Scott Watts
Valerie Watkins
Elizabeth Bays
Tamara Bosman
Kristie Nelson
Diego Forshaw
Otis Barney
Keith Benedict
William Douglas
Jake Szor
Jeffrey Webb
Nakia Whitfield
Katrina Jones
Ananias Epps
Ramon Robinson
Tonya Rutledge
Paul Bordine
Mike Tredway
Danita Smith

This month's Leadership Council Memo will begin as usual with an update on Branch administrative matters. First and most importantly, we will continue to conduct our meetings telephonically until further notice, which is inclusive of our monthly membership meetings (December 1), steward meetings (December 14), and executive board meetings (December 27). Branch President Walt McGregory will provide further updates as conditions warrant. Branch officers and stewards should also expect a forthcoming memo with the 2022 Branch and Steward meeting schedule.

Stewards and contract enforcers that have not yet received their Branch copy of the new 2021 Joint Contract Administration Manual (JCAM) should contact Branch President Walt McGregory ASAP to in order to facilitate this.

ALL Branch 2184 formal Step A designees are reminded of the following established Branch policy: **When an unresolved grievance is mailed to the Step B Dispute Resolution Team, a complete copy of the joint grievance file MUST be sent to the Branch 2184 office at the same time.** There will be NO exceptions to this policy, period.

All stewards and Branch officers: Please see and carefully read the supplemental Memo in this month's steward meeting documents regarding December work hour limits for letter carriers, as well as Christmas/New Years holiday scheduling info.

Tuesday, October 19 was the one-year anniversary of the untimely passing of our Branch 2184 trustee, steward and formal Step A designee, injury comp specialist, and activist Michele Szafran. At a virtual K.I.M. Region rap session on Monday, October 11, NALC National Business Agent Troy Clark announced that Michele had been chosen as the recipient of the 2020 Ronald G. Brown Union Excellence Award, which is presented each year to an individual member "For Selfless Dedication To The Members Of The K.I.M. Region and the NALC, Putting The Union's Needs Before Your Own." The award was not presented until this year because of the Covid pandemic and consequent cancellation of last year's K.I.M. regional training. Branch 2184 President Walt McGregory accepted the award on behalf of our fallen Union Sister Michele, and he subsequently presented it to Michele's appreciative family.

On Saturday, November 20, (Pay period 25, week 1, 2021) all USPS City Letter Carriers will receive a 1.3% Contractual pay raise. All CCAs will receive an additional 1% pay increase, which they receive in lieu of cost of living adjustments (COLA). Career city carriers are scheduled to receive additional potential future COLA increases following the release of the January and July 2022 Consumer Price Index numbers. These would become effective in late February or early March 2022, and again in late August or early September 2022. The final Contractual pay raise for the current 2019-2023 Collective Bargaining Agreement will be 1.3%, effective on November 19, 2022. On that date a new Step P will also be added the career city carrier pay schedule.

As our stewards are aware, there has been a sharp increase in the number of attendance-related disciplinary actions in Branch 2184-represented offices. **It is essential that these and all disciplinary actions issued to letter carriers are responded to with timely grievances.** All stewards should be sure to make arrangements with your management counterparts to ensure that you are always provided with copies of any disciplinary actions that are issued to letter carriers. If you are not there, please ensure that copies of disciplinary actions are mailed by management to the Branch 2184 office. Email is the most timely and convenient means of doing this.

A question arose about probationary CCAS and access to the grievance/arbitration procedure. This is sometimes a tricky subject because probationary employees that are separated from the USPS during their probationary period do not have access to the grievance procedure in response to their separation. However, what about other disciplinary actions that are issued to probationary CCAs, or contract violations that involve probationary CCA carriers? The answer is found Article 12, section 1 of the Contract, and specifically on page 12-3 of the JCAM, specifically in the paragraph with the bolded heading **"City Carrier Assistant Employees."** This states that *"CCA employees are members of the bargaining unit and have access to the grievance procedure on those provisions that apply to CCAs."*

As an example, CCAs with 60 days or more of service in the city carrier craft have the right to opt on temporary vacancies of 5 days or more under the opt/holddown provisions of Article 41, section 2.B. Thus, it is quite possible for a CCA to exercise opting rights while still a probationary employee. A management refusal to honor an otherwise valid opting request by an eligible CCA would be subject to the grievance procedure. CCAs are also fully covered by the Federal Employees Compensation Act and OWCP as well as USPS regulations pertaining to injury compensation that incorporated into the Contract through Articles 19 and 21.

A note of caution on the above. As a practical matter, stewards should exercise discretion with aggressive use of the grievance procedure involving probationary CCAs. In general, probationary employees should "fly under the radar" to the extent possible. However, blatant or egregious violations of their contractual rights should always be responded to in an appropriate manner – which could in some instances involve utilizing a non-grievance means of response.

The initial round of annual leave selections for 2022 (February 2022 – March 2023) in all Branch 2184-represented stations will begin on Wednesday, December 1. **Stewards, if you have not already done so, be sure that you have met with your management counterparts to discuss and finalize the vacation boards and the process in your office, using the negotiated leave selection procedures in our Branch 2184 Local Memorandum of Understanding (LMOU), Items #4 through #12 as the basis for your discussions.**

Additionally, please read and then reread each of the following: 1) Our LMOU, Items #4 through #12, per above; 2) Article 10, sections 1 through 4 of the National Agreement, found on JCAM pages 10-1 through 10-12; and 3) The Branch Memo titled "2022 Leave Year Information" which was included in the documents for the October steward meetings on our Branch website. Remember that the development and application of our local leave program is NOT a subject of unilateral management oversight. This is OUR local leave program. We oversee and administer it, we interpret it, and we enforce its provisions. Stewards, if you need assistance with formulating your vacation board in accordance with our LMOU, or with any other issue or concern related to your local leave program, please notify the Branch office ASAP.

Related to the above, delegates planning to attend the NALC National Convention in Chicago August 8-12, 2022 should immediately (NOW) notify management of your intent to do so, and definitely prior to the start of the initial round of vacation selections on December 1. Article 24, section 2.B of the National Agreement provides that employees requesting leave for union conventions during the choice vacation period will receive priority over other employees, even those with greater seniority. See the JCAM discussion on page 24-2. This is why it is critical that management is notified PRIOR to the start of vacation selections. Item #8 of our LMOU defines the circumstances under which convention delegates are or are not charged to the vacation board. Finally, a convention delegate can use annual leave, LWOP, or a combination of these – at their discretion, to cover a convention-related absence.

A reminder that stewards or other local union representatives do not have the authority to make any agreements with management that are contrary to the specifically negotiated terms of our National and Local Contracts. For example, Article 41, section 1.B.3 (JCAM page 41-5) provides that the posting of bids for vacant or newly created letter carrier assignments shall be 10 days, unless a different length is established by local negotiations. “Local negotiations” in this instance means the designated 30-day negotiating period following the implementation of a new National Agreement; it does not empower local union representatives to make side agreements.

With the above-cited contract language regarding vacant or newly created assignments, Branch 2184 has NOT agreed to any posting period other than 10 days. If the posting period ends on a Sunday, then the bids should be opened – with a union representative present, on Monday, not the preceding Saturday. Better still, postings should be timed so that they come down on a workday, which is not at all difficult to do.



Memo

To: All Branch 2184 Stewards and Officers

From: Joe Golonka, Branch 2184 Contract Administration Unit

Date: 11/08/2021

Re: December Work Hour Limitations; Holiday Scheduling Matters

The month of December and the penalty overtime exclusion period (December 4 - 31 this year) brings with it some limited changes in work hour limitations for SOME letter carriers. Unfortunately, each year there is a widespread amount of misinformation and misunderstanding about this on the part of both management and letter carrier craft employees. With this in mind, please review the following, per Article 8, sections 5.F and 5.G of the Contract (JCAM pages 8-17 through 8-21), and the ELM section 432.32:

December Work Hour Limits:

The 12-hour daily work hour limitation (11.5 work hours plus lunch) remains fully in effect during December for ALL letter carriers **except for those on the Regular and Work Assignment Overtime lists**. Of further note, the exception for those on the Work Assignment list applies ONLY to work on their own assignment, not on other assignments.

The 60-hour weekly work hour limitation remains fully in effect during December for **Non-ODL fulltime regular letter carriers**. Those on the Regular and Work Assignment Overtime Desired Lists can be assigned work in excess of 60 weekly hours in December. PTFs and CCAs can be assigned work in excess of 60 weekly hours any time of the year.

Also remember that a "no lunch" taken by a Non-ODL regular, a PTF, or a CCA does NOT increase their daily work hour limitation, which remains at 11.5 hours – even with a "no lunch."

Christmas and New Years Holiday Schedules:

December 25, 2021 and January 1, 2022 both fall on Saturdays, which creates some unique holiday scheduling matters. Specifically, the applicable language of Article 11, section 5.B. which states that "When an employee's scheduled non-work day falls on a day observed as a holiday, the employee's scheduled workday preceding the holiday shall be designated as that employee's holiday." This provision provides the origin for the term "designated holiday."

With the above-cited Article 11.5.B. language in mind, **fulltime regulars in Branch 2184 whose non-scheduled day coincides with either Christmas or New Years have as their "designated holiday" Thursday, December 23 or Thursday, December 30**. This is because all fulltime regulars in Branch 2184 have a rotating NS-day schedule. As such, the preceding work day for those who are NS on December 25 or January 1 is Thursday, not Friday. This will be the day for which holiday schedules must be formulated each week, and timely posted as required by Article 11, section 6.

Finally, remember that Christmas is the only holiday where those whose designated holiday it is and who are scheduled to work are paid at the 150% rate for all work performed.

Memo

To: All Branch 2184 Stewards and Officers
From: Branch 2184 Contract Administration Unit
Date: 10/12/2021
Re: 2022 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 2022 will begin on Saturday, December 18, 2021 (pay period 1, week 1, 2022).

USPS Leave Year 2022 will begin on Saturday, January 1, 2022 (pay period 2, week 1, 2022). This is the first date that a fulltime regular's newly advanced annual leave for 2022 can be used. Also be aware that the new leave balances will not be reflected on paychecks until the pay date of Friday, January 21, 2022. **However, this leave is fully available to use beginning on January 1, as noted above.** Every year some in management and also among our own members are confused and misinformed about this.

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 they 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.

Branch 2184 Convention Delegates planning to attend the NALC's 72nd Biennial Convention in Chicago, Illinois August 8-12, 2022 should notify management PRIOR TO the beginning of vacation selections.

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.**



Branch 2184

National Association of Letter Carriers

AFL-CIO
6969 Monroe
Taylor, MI 48180
Phone: (313) 295-1640

Special Inspection Request

Date _____

Dear _____ :
(Supervisor's Name)

Please consider this letter my request for a special inspection. I believe that I qualify for this inspection under the provisions of Part 271 of the M-39. It is my understanding that this special mail count and inspection is to be completed within four (4) weeks of the request. Failure of management to act within the prescribed time limit is a violation of the National Agreement and would be just cause for entering into the grievance procedure.

Sincerely,

(Carrier Signature)

City Carrier, Route # _____

Note: Prepare in duplicate

264 Disposition of Form 3999-B

Retain the forms at the work unit.

27 Special Route Inspections

271 When Required

Special route inspections may be required when one or more of the following conditions or circumstances is present:

- a. Consistent use of overtime or auxiliary assistance. (When the X-Route process is utilized, routes may be “built up” to no more than 8 hours and 20 minutes during the interim period, see Memorandum of Understanding dated September 17, 1992.)
- b. Excessive undertime.
- c. New construction or demolition which has resulted in an appreciable change in the route.
- d. A simple adjustment to a route cannot be made.
- e. A carrier requests a special inspection and it is warranted.
- f. Carrier consistently leaves and/or returns late.
- g. If over any 6 consecutive week period (where work performance is otherwise satisfactory) a route shows over 30 minutes of overtime or auxiliary assistance on each of 3 days or more in each week during this period, the regular carrier assigned to such route shall, upon request, receive a special mail count and inspection to be completed within 4 weeks of the request. The month of December must be excluded from consideration when determining a 6 consecutive week period. However, if a period of overtime and/or auxiliary assistance begins in November and continues into January, then January is considered as a consecutive period even though December is omitted. A new 6 consecutive week period is not begun.
- h. Mail shall not be curtailed for the sole purpose of avoiding the need for special mail counts and inspections.

272 Manner in Which Conducted

When special inspections are made because of conditions mentioned in 271, they must be conducted in the same manner as the formal count and inspection.