

MEMO

To the Branch 2184 Leadership Council, Jan. 12, 2021



Walt McGregory
Mark Judd
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
Otis Barney
Keith Benedict
Tracy Mitchell
Nakia Whitfield
Katrina Jones
Ananias Epps
Ramon Robinson
Tyler Haverstick
Paul Bordine
Mike Tredway
Danita Smith

This first Leadership Council Memo of 2021 will begin with a Branch 2184 Administrative update. With the COVID-19 pandemic still in progress as the new calendar year begins, we will continue to conduct all of our steward and executive board meetings telephonically until further notice. Additional safety and distancing protocols also remain in effect at the Branch 2184 office. Also, please be aware of the following Branch policy, effective until further notice: No one is to be admitted inside the Branch 2184 office unless scheduled to work at the office. No one is authorized to come up to the building, even with a face mask on, unless they are working there. This is for everyone's safety!

Branch President Walt McGregory has appointed Mark Judd to fill the vacancy in the Executive Vice-President position created when Walt became Branch 2184 President. This appointment is effective immediately. As with all other Branch 2184 officers and stewards, Mark will serve in this position for the balance of the current term of office, which will be until Branch 2184's nominations and elections are conducted and the installation of officers and stewards for the next term is completed.

Branch President Walt McGregory has also made the following additional appointments, effective immediately: Dearborn Annex steward Mel MacDonald has been appointed as an alternate steward in the Dearborn Heights and the Monroe installations to perform informal step A grievance meetings. Branch Recording Secretary and Canton steward John Hite has been appointed as an alternate steward in the Dundee installation to perform informal step A grievance meeting. Branch Trustee Gloria Warthen has been appointed as an alternate steward in the Temperance installation to perform informal step A grievances.

Branch President Walt McGregory announced the establishment of a Branch level Contract Administration Unit (CAU) committee. The core function of the committee is to assist all Branch 2184 stewards and officers with contract enforcement-related matters and with mentoring. Branch Trustee Joe Golonka will serve as chairperson and as a senior advisor. Other members of the Branch 2184 CAU are Branch President Walt McGregory, Branch Executive Vice-President Mark Judd, Branch Vice-President Jackie McGregory, NALC Dispute Resolution Step B team member Erik Venzke, and Branch 2184 route inspection officer Dave Reise.

On Tuesday, December 29, then Branch President Mark Judd and Allen Park Postmaster Mark Taurence signed our Branch 2184 Local Memorandum of Understanding, thereby incorporating Allen Park into our LMOU. The LMOU signing was done in a unique manner, outside of the back of the Branch office in order to safely accommodate social distancing necessities. The provisions of our LMOU are now fully applicable to all 20 of the post office installations and stations where city letter carriers are represented by Branch 2184.

The Families First Coronavirus Response Act (FFCRA) expired as midnight, December 31, 2020. As of this date there has been no new legislative initiative passed by Congress to replace it. With this in mind, please be aware of the following information, because our members have lots of questions and a good deal of misinformation is circulating among letter carriers and other Postal Service employees.

January 12, 2021 Leadership Council Memo, page 2:

First, the NALC and USPS did agree on an extension of several COVID-related Memorandums of Understanding, through March 26, 2021. This extension is number M-01932 in the NALC Materials Reference System (MRS) and it applies to the following listed MOUs ONLY: Temporary expansion of Sick Leave for Dependent Care (M-01910); Temporary additional paid leave for CCAs (M-01911); Temporary use of the 7:01 rule (M-01913); Temporary Workplace changes to promote social distancing (M-01915); and Temporary use of TCAs (M-01916).

Second, NONE of these extended MOUs have anything to do with an extension or granting of additional paid COVID leave under the FFRCA and the accompanying FMLA expansion, which expired along with the FFCRA on December 31. Thus, as of January 1, 2021, leave use for COVID-Related absences such as child care must be either the carrier's own paid leave (see M-01910), or leave without pay (LWOP). Additionally, through March 26, 2021, CCAs can still use up to 80 hours of paid sick leave in certain circumstances related to the COVID-19 pandemic (see M-01911).

The following information is provided in response to questions about the availability of the COVID-19 vaccines for USPS employees. The Centers for Disease Control (CDC) have issued guidelines establishing a phased rollout of the vaccines in a specific priority. The State of Michigan has indicated that they will follow the CDC guidelines in this regard. Under these guidelines, USPS workers are "essential workers" and are in the second phase (Phase 1b) of the rollout, meaning that the vaccine could be available to active USPS employees within the next few months.

Additionally, as of this time it is NOT mandatory that a USPS employee receive the COVID-19 vaccine. However, for the health and protection of all, this is strongly encouraged. As usual, there are ignorant naysayers spreading misinformation about the COVID-19 vaccines, which have thus far been shown to be both safe and highly effective. NALC members should be encouraged to take a fact and evidence-based approach to the COVID vaccines instead of listening to deceitful and politically motivated anti-vaccine nonsense or wild and delusional Internet-based conspiracy theories. Worried about what's in the COVID vaccine? Do you know what was in the hot dog you ate a few days ago?

Stewards, with the start of a new year, please be sure that you are using new grievance numbers for all grievances with an incident date on or after January 1, 2021. If an incident or contract violation took place in December, the grievance number would still be a "20" number. For example, in Westland the first grievance number for a violation or incident on or after January 1, 2021 would be WLD-21-01. In Ypsilanti it would be YPSI-21-01, and so forth.

Additionally, please remember that ALL grievances MUST be turned into the union office. In offices that have Branch officers either working in them or providing representative functions for them and who also are working at the Branch 2184 office, such as Dearborn, Taylor, and Westland/Canton; as well as Allen Park which is close to the union office, they will take care of getting the grievance files to the union office. All other offices, please mail in your grievances. You will be reimbursed if incurring any out-of-pocket costs.

Stewards, also please be aware of each of the following additional Branch policies: First, Branch 2184 stewards are NOT authorized to purchase supplies for their steward work unless this is first authorized by the Branch President, Executive Vice-President, or Vice-President. If you need to purchase supplies, please call the union office first and speak with one of the Branch officers listed above.

Second, any removal or emergency placement (Article 16.7) action issued to a Branch 2184 letter carrier MUST always be reported to the Branch President, Executive Vice-President, or Vice-President ASAP, and always prior to any appeal to Step B of the Dispute Resolution Process. Additionally, concurrent with any appeal of a removal or emergency placement grievance to Step B, a copy of the grievance file must always be provided to the union office.

January 12, 2021 Leadership Council Memo, page 3:

A reminder that any grievances that are necessary in regards to ODL quarterly equitability for the postal quarter that ended on December 31, 2020 must be initiated no later than Thursday, January 14, 2021 in order to be considered timely.

Stewards, when completing form 8190 for an appealed grievance to Step B , especially where a formal Step A meeting did not occur, please be sure that the incident date (Box 10) is included with the information at the top of the 8190. A grievance that is appealed to Step B without an incident date is in jeopardy because the union is then unable to document that the incident(s) have resulted in timely grievances. We would not be able to successfully take such a grievance to arbitration if it was subsequently impasssed by the Step B parties.

A question arose about a long recurring problem in some Branch 2184-represented offices, which is non-payment or delayed payment of grievance settlements to our affected members. If/when a member comes to you with a concern about non-payment of a grievance settlement, first ask them to show you their last three pay stubs, which would indicate if pay adjustments have been made. Many members will overlook adjustments in their pay.

Additionally, the most effective way to codify a timeframe for making payment on a grievance settlement is to specifically establish this timeframe within the grievance settlement language itself. For example: "The parties agree that management will show proof of payment to steward _____ within 7 days of this settlement." After the grievance settlement is signed off on by all parties, advise the grievant(s) to look for payment within two or three pay periods, at most.



December 29, 2020

Mr. Fredric Rolando
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001-2144

FAXED

Dear Mr. Rolando:

As a matter of general interest, the Postal Service plans to update the Enterprise Resource Management System (eRMS) to remove the Families First Coronavirus Response Act (FFCRA) from the application.

Due to the expiration of the FFCRA law on December 31, 2020, programming modifications will be implemented to remove all FFCRA related changes from the eRMS application. Effective December 31, the code to document FFCRA leave requests entered into eRMS will be removed and employees will be required to select another type of leave for absences occurring after December 31, 2020.

Failure to change FFCRA leave requests to another type of leave for absences occurring after December 31 will result in the employee not being compensated for those days. As previously noted, the update to remove FFCRA leave from eRMS will be made on December 31.

Please contact Mera Cole at extension 4870 if you have any questions concerning this matter.

Sincerely,

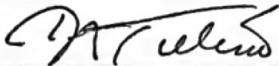
A handwritten signature in black ink, appearing to read "David E. Mills", with a stylized flourish at the end.

David E. Mills
Manager
Labor Relations Policies and Programs

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

The following Memoranda of Understanding between the United States Postal Service and the National Association of Letter Carriers (NALC) have been extended through March 26, 2021. The parties agree to meet and discuss these Memoranda of Understanding prior to March 26, 2021, to determine whether or not further extension is appropriate.

- Re: Temporary Use of the Employee and Labor Relations Manual (ELM) 432.53, City Letter Carriers (7:01 Rule)
- Re: Temporary Additional Paid Leave for CCAs
- Re: Temporary Expanded Sick Leave for Dependent Care During COVID-19
- Re: Temporary Workplace Changes to Promote Social Distancing – COVID-19
- Re: Temporary Carrier Assistants – COVID-19



Doug A. Tulino
Chief Human Resources Officer
and Executive Vice President
U.S. Postal Service



Fredric V. Rolando
President
National Association of Letter
Carriers, AFL-CIO

Date: 12-14-2020

Date: 12-14-20

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

RE: Temporary Time Limit Extension on Step B and Arbitration Appeals

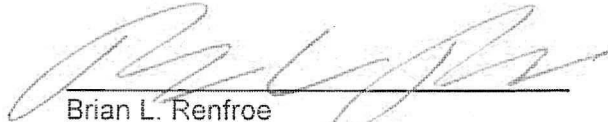
Due to the impact of the Coronavirus (COVID-19) pandemic, the parties agree that time limits for appealing grievances to Step B of the grievance-arbitration procedure, and appeals to arbitration, will be extended beyond those time periods specified in the National Agreement. This additional time period will be effective on December 31, 2020, the expiration date of the current time limit extension agreement and will continue until March 26, 2021.

The parties at the local level are encouraged to discuss the potential need for time limit extensions for appeals to Informal and Formal Step A, based on local business conditions and either party's ability to timely process grievances.

The parties will revisit this issue immediately prior to March 26, 2021, to determine if an additional extension is appropriate.



David E. Mills
Manager
Labor Relations Policies and Programs
United States Postal Service



Brian L. Renfro
Executive Vice President
National Association of Letter Carriers,
AFL-CIO

Date: _____

12/20/2020

Date: _____

12/22/2020

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

Re: Signing Overtime Lists – COVID-19

Due to the potential effects of the COVID-19 pandemic on staffing levels, the parties agree to the following regarding any full-time employee who did not, for whatever reason, sign the overtime lists during the two week period for doing so as outlined in Article 8.5.A of the National Agreement.

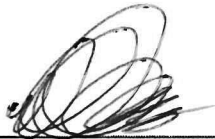
The installation head and branch president or their designees may mutually elect to develop a sign-up process that allows full-time employees who previously did not, or could not, place their names on either the overtime desired list or work assignment list for the first quarter of the 2021 calendar year.

Processes agreed upon under the terms of this agreement do not terminate local procedures agreed upon pursuant to the terms of the December 4, 2013, March 31, 2014, April 1, 2015, May 20, 2016, or 2016-2019 NALC-USPS National Agreement, Memoranda of Understanding *Re: Signing Overtime Lists*. On the expiration of this agreement, such previously agreed upon local procedures will commence, will remain in effect, and may only be modified by mutual agreement of the local parties or through the local implementation process.

The parties further agree that once a local process is developed pursuant to the terms of this memorandum, it may only be modified by mutual agreement of the local parties, however it will automatically be terminated upon the expiration of this agreement.

The parties will revisit this issue immediately prior to this MOU's expiration to determine if extension is appropriate.

This MOU will expire March 26, 2021.



David E. Mills
Manager
Labor Relations Policies and Programs
United States Postal Service



Brian L. Renfro
Executive Vice President
National Association of Letter Carriers,
AFL-CIO

Date: 12/22/2020

Date: 12/22/2020



AN NALC STEWARD'S GUIDELINES FOR EFFECTIVE REPRESENTATION

It is often said that a Steward is the backbone of the Union. This is not just a saying; indeed it is an unimpeachable fact. There is no more important, challenging and difficult job in the NALC. If we as a Union do nothing else, we must always consistently and effectively enforce our Contract with the USPS. All Stewards bring their own approaches and abilities to this work. However, there are some aspects of a Steward's work that are both essential and no-negotiable. Simply put, any Steward that cannot or will not fully accept and incorporate the following five guidelines into his or her representative work has no business in their position to begin with.

1) THE DUTY OF FAIR REPRESENTATION.

This is not just a concept or a good idea - it is the LAW. A steward's personal opinions about any letter carrier coworker are always irrelevant. This includes non-members as well as members whose approach to the letter carrier job a steward might disagree with. In fact, the most effective way to win over a non-member is *to show them* what top flight Union representation is all about. A contract violation is a contract violation, no matter who is affected. Additionally, never bluff or provide misinformation to coworkers or to management. If you are asked a question and are unsure of the answer, don't guess! Your credibility as well as that of the Union is at stake. Merely state that you will get back to them and then do some homework – or contact the Union office.

2) CONSISTENT ENFORCEMENT OF OUR LABOR CONTRACT

As steward's duties require that he or she consistently enforce ALL of our Collective Bargaining Agreement as interpreted by the JCAM – not just the portions that they personally agree with or that they think are most important. An adjunct to this requirement is a steward's obligation to avoid making any agreements or even engaging in any discussion that is contrary to Contract rules and provisions as negotiated by the National Parties. A steward that is pressured by management to do so should immediately contact the Union office. Individual letter carriers are sometimes unhappy because a particular Contract provision as interpreted and enforced by the union does not personally benefit them. Don't argue with these individuals. Merely advise them to contact the Union office to discuss their concerns. An effective steward will seldom win a popularity contest, but it is much better to be respected for always showing integrity.

3) AVOIDING EVEN THE APPEARANCE OF SELF-SERVING BEHAVIOR

Nothing is more damaging to the Union than a steward that engages in self-serving actions of even those that could appear to others to be self-serving. Do not ever use your Union position for any kind of personal advantage. As a pertinent example, when negotiating a grievance settlement that involves monetary remedy for multiple letter carriers including the steward, don't pay yourself first! This does not mean that you should be a martyr for the cause. If you are among those whose Contractual rights have been violated, by all means include yourself in the remedy – but do so in an appropriate manner. Also, always make every effort to timely notify your letter carrier coworkers about information you become aware of that could benefit them, such as canceled vacation weeks.

4) WEARING THE “UNION LABEL” 24/7

As the NALC's Contract enforcement representative, a steward is looked upon to set an example in all that they say and do, both on and off the job. It is especially important that a steward perform all of his or her daily letter carrier duties in a consistently professional manner. Additionally, this means supporting the local Union, the NALC, and Organized Labor, not just with words but also with actions. A steward is expected to take a leadership role in local branch activities, and not just merely participate. Of significance, this support also extends to our employer, the United States Postal Service. Remember that the success of the Postal Service is always in the best interests of all letter carriers, even when this means actively opposing some of the misguided policies and behavior of Postal Service management.

5) THE REQUIREMENT FOR CONTINUING EDUCATION

It is not possible to effectively represent letter carriers and enforce our Collective Bargaining Agreement without attending and participating in every possible educational and training opportunity. Our Labor Contract incorporates all or parts of more than fifty postal Service handbooks and manuals, as well as scores of Federal Laws. Failing to keep up with all of the latest memorandums, policies, and work rule changes will seriously impact a steward's ability to succeed. This begins with attending local steward meetings but it also includes attendance at local, regional, and National training seminars and conventions. Although a steward cannot be required to attend and participate in these activities, failing to do so will quickly and adversely hinder their effectiveness.

SERVING THE UNION AND AMERICA'S LETTER CARRIERS AS AN NALC STEWARD IS NOT JUST WHAT YOU DO. RATHER, IT IS WHO YOU ARE. YOUR SUCCESS WILL COME FROM ALWAYS REMEMBERING THAT.