

Season's greetings to one and all



Lew Drass

In keeping with the spirit of the season, I decided to find something to compliment management about. I must admit that it was tough this year, with the current status of contract negotiations and many other battles that are underway. However, believe it or not, I found something.

The Postal Service has decided to amend its previous policy regarding leave sharing in a positive way for letter carriers. The current Memorandum of Understanding (MOU) on this issue can be found on page 176 of the 2016-2019 National Agreement and states:

Re: Leave Sharing

The Postal Service will continue a Leave Sharing Program during the term of the 2016 Agreement under which career postal employees will be able to donate annual leave from their earned annual leave account to another career postal employee, within the same geographic area serviced by a postal district. In addition, career postal employees may donate annual leave to other family members that are career postal employees without restriction as to geographic location. Family members shall include son or daughter, parent, and spouse as defined in ELM Section 515.2. Single donations must be of 8 or more whole hours and may not exceed half of the amount of annual leave earned each year based on the leave earnings category of the donor at the time of donation. Sick leave, unearned annual leave, and annual leave hours subject to forfeiture (leave in excess of the maximum carryover which the employee would not be permitted to use before the end of the leave year), may not be donated, and employees may not donate leave to their immediate supervisors. To be eligible to receive donated leave, a career employee (a) must be incapacitated for available postal duties due to serious personal health conditions or pregnancy, and (b) must be known or expected to miss at least 40 more hours from work than his or her own annual leave and/or sick leave balance(s), as applicable, will cover, and (c) must have his or her absence approved pursuant to standard attendance policies. Donated leave may be used to cover the 40 hours of LWOP required to be eligible for leave sharing.

For purposes other than pay and legally required payroll deductions, employees using donated leave will be subject to regulations applicable to employees in LWOP status and will not earn any type of leave while using donated leave. Donated leave may be carried over from one leave year to the next without limitation.

Donated leave not actually used remains in the recipient's account (i.e., is not restored to donors). Such residual donated

leave at any time may be applied against negative leave balances caused by a medical exigency. At separation, any remaining donated leave balance will be paid in a lump sum.

(The preceding Memorandum of Understanding, Leave Sharing, applies to City Carrier Assistant Employees.)

The Postal Service notified us a few times during the year that it was considering making a modification to the Annual Leave Sharing Program. The Postal Service described the modification as follows:

As discussed in our previous correspondence, the subject revisions would expand coverage to include the birth or adoption of a child and all prenatal or postnatal care (not just care that results in incapacitation from postal duties) as events that qualify to receive donated leave.

It notified us recently that it had decided to implement this modification to the Annual Leave Sharing Program. It was a positive gesture on the part of the Postal Service.

National-level disputes

I wanted to give you a quick update on two of the cases pending at the national level.

As most of you know, we have initiated a national grievance regarding management's unilateral implementation of the consolidated casing initiative. This is case number Q16N-4Q-C-19225372. I had reported at the rap session in August when we were in Denver that this case was scheduled to be heard on Dec. 18. Since that time, the parties have agreed to hear the case on Nov. 22. The plan is to keep the Dec. 18 date open in the event there is a need for a second day of hearing. It remains to be seen how this plan will play out.

The second case I want to report on deals with the Pay Schedule Consolidation MOU that became effective on Nov. 24, 2018. This is case number Q16N-4Q-C-18427350. It concerns whether employees from other crafts in pay grades equivalent to the former city carrier Grade 1 are eligible for reassignment to the letter carrier craft under Article 12 of the National Agreement after Nov. 24, 2018. This case was heard on Dec. 18, 2018, and May 20, 2019. Briefs were submitted on July 24. By the time you read this, a decision on this case will have been made. I always shy away from predicting results on disputes submitted to arbitrators at any level. It is a lot like playing Texas Hold 'em. If you have ever played, you know that most of the time, you have to wait for the river card to fall before you really know the outcome. Before the outcome is known, I can report that our lawyers did an excellent job presenting this case and especially with the closing brief they wrote. If we are unsuccessful, it will be a bad beat.

In closing, I want to wish all of you and your families a wonderful holiday season and a happy New Year!