Vice President

Do the right thing: M-01915 is different

As I wrote in last month’s column, this COVID-19 pandemic leads me to reflect on all sorts of things. One such thought is how I would love to have a $5 bill for every time I have heard that “do the right thing” comment since the Dispute Resolution Process (DRP) was invented more than 20 years ago. I have heard this said by management multiple times at every joint training session that I can remember attending.

My experience is that oftentimes, it does not matter what is jointly stated at training or written in an agreement; some managers at the local level will either intentionally ignore agreements or not understand/care about what they mean. Hence, they do the wrong thing.

The Memorandum of Understanding (MOU) Re: Temporary Workplace Changes to Promote Social Distancing - COVID-19 (M-01915) states in relevant part:

COVID-19 The parties agree that the social distancing recommendations of the Centers for Disease Control and Prevention (CDC) are important measures which should be practiced as much as possible to slow the spread of the coronavirus (COVID-19).

With that in mind, the parties agree that in postal installations with 100 or more workyears of employment, to minimize the possibility of exposure to the coronavirus or the possibility of unknowingly spreading the coronavirus to a larger portion of the workforce by working in multiple facilities, to the extent possible all city letter carriers will work in their employing facility for the duration of this agreement. In addition, to the extent possible the Memorandum of Understanding Re: City Carrier Assistants - Temporary Assignments to Other Post Offices will not be in effect for the duration of this agreement.

This provision means that we do not move city carrier assistants (CCAs) from station to station in an installation, or from city to city, unless you have a situation where it is impossible to work a CCA in his or her own station. The circumstance where a particular station is short-handed on a given day for whatever reason is not a valid reason to move CCAs from station to station. This practice is exactly what M-01915 forbids and is why the document was written and agreed to in the first place. We need a first responder from management who has the juice to enforce this agreement.

Quick story: We are in Anytown, USA. M-01915 is signed on March 30. Anytown’s postmaster just continues to move CCAs from station to station as if there was no pandemic and there was no agreement to stop doing this. This matter is reported to the national business agent (NBA). The NBA contacts the area manager of labor relations and the district manager and asks for help with compliance by getting this postmaster to knock it off. Management at the area/district level tells them to quit moving CCAs from station to station. This postmaster ignores them and continues the practice.

M-01915 gets extended on May 19, to be continued until July 17. They continue to move CCAs from station to station. The union grieves for the second time. USPS agrees to stop moving CCAs around the city for the second time. They continued and have agreed to stop for a third time. Some employees have been forced to take sick leave for fear for their personal safety. My question is, where is the discipline for this postmaster, or why hasn’t the postmaster at least been relieved of his or her duty? A better solution is to have a first responder with the juice to convince this postmaster to stop moving CCAs from station to station.

These are not normal times. This is not a normal compliance request, either. Letter carriers have been on the front lines of this pandemic since Day One. Management has an absolute responsibility to do everything possible to help keep us safe until this pandemic is over. M-01915 is clearly intended “to do the right thing,” but what good is it if it is not going to be followed at the local level?

Management created a compliance arm of labor relations at the headquarters level several years ago. It has always been my understanding that this group has the juice to achieve compliance anywhere in the country. Why can’t USPS use this group to serve as its first responders to address situations such as the one described above?

On another note, our Formal A and Beyond training classes are still scheduled at this time for Sept. 13-18 and Nov. 15-20. It is hard to say whether it will be possible to have them or we will have to cancel because of the pandemic.

The Maritime Institute has agreed to waive any cancellation fees, so we probably will wait another month to decide. If we do end up canceling, branches that have already sent their money in will be fully refunded.