

The Twig of the Branch



Branch 1477 West Coast Florida Letter Carriers



Serving:

**St. Petersburg — Largo — Dunedin — Pinellas Park — Indian Rocks Beach
Punta Gorda — Englewood — Bradenton Beach — Palmetto — Ellenton**

VOLUME 662

VOICE OF BRANCH 1477

JULY, 2025

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PRESIDENT'S REPORT

By President Joe Henschen

Twitter @ JaHe1

Overtime Limits, Exceptions, Lists, and the Right to End Tour...

With the implementation of the 2023-2026 National Agreement, there have been several significant changes to the overtime rules found in Article 8. The recently released NALC Activist article discusses these changes. The Activist article comes at a time when we are gearing up to implement these rules effective July 1, and overtime topics are the most frequent questions we are being asked.

The first change relates to the maximum number of hours Full-time

Letter Carriers can be required to work daily and weekly. The maximum number of hours Letter Carriers can be required to work in a day is limited to the provisions of Section 432.32 of the Employee and Labor Relations Manual (ELM), which states the following:

Maximum Hours Allowed

Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the Postmaster General (or designee), employees may not be required to work more than 12 hours in 1 service day. In addition, the total hours of daily service, including scheduled work hours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours. Postmasters and exempt employees are excluded from these provisions.

According to the language of the ELM, Letter Carriers are limited to no more than 12 hours on the clock minus a 30-minute lunch break, unless otherwise designated in labor agreements.

The only exception to this rule in the National Agreement is for Full-time employees on the Overtime Desired List (ODL) or Work Assignment List (WAL) who, in accordance with Article 8, Section 5.G, "may be required to work up to twelve hours in a day."

NEXT BRANCH MEETING AT THE HALL AND VIA ZOOM: THURSDAY, JULY 10, 2025

Since work, within the meaning of Article 8, Section 5.G does not include mealtime, the total hours of daily service for Carriers on the ODL may extend over a period of 12.5 consecutive hours.

Prior to the 2023 National Agreement, Letter Carriers forced to work in excess of 11.5 hours in a day were required to file a grievance over the violation of the ELM. If they refused a direct order to work over the time limit, they ran the risk of being disciplined for failing to follow an instruction.

One of the rules of labor law is that employees must “obey now and grieve later.” This is referred to as “The Iron Rule”

The Right to End Tour, Daily Limits

Under the new contract, Full-time Letter Carriers can now terminate their tour when they reach their daily and weekly work-hour limits and leave without being subjected to discipline.

Article 8, Section 2.D, now states: D. Full time employees who are not on an “Overtime Desired” list or on the Work Assignment list, shall not be required to work beyond eleven and a half (11.5) hours of work in a day or sixty (60) hours of work in a service week, and shall not be subject to disciplinary action for terminating their tour of duty when these limits on hours of work are reached.

Weekly Limits

While the ELM contains a daily limit to the number of hours a non-ODL or non-WAL Letter Carrier can work, the language does not limit the number of hours during a service week, so the new language in Article 8, Section 2.D adds a limit of 60 hours per week. Full-time Letter Carriers also have the right to end their tour when they reach 60 hours in a week without the risk of being disciplined. Even if the supervisor gives them a direct order to work over one of these limitations, Full-time Letter Carriers are now protected against discipline for refusing to follow the instruction. For those Letter Carriers who have signed the ODL or the WAL, the overtime provisions have been amended to give the same protection discussed above. As discussed earlier, the difference between the Letter Carriers not on the ODL or WAL, and those who are, is the daily workhour limitations. In previous contracts, Letter Carriers on the list have been limited to 12 paid hours per day, so they could be on the clock for 12.5 hours minus a 30-minute lunch.

The ODL and WAL Letter Carriers can also end their tour upon reaching the weekly maximum of 60 hours. Unlike the non-ODL and non-WAL Letter Carriers, those who are on the ODL or WAL may volunteer to exceed either of these limitations under the new language.

Working Over the Limits

In the past, Letter Carriers have routinely been instructed to exceed the daily or weekly workhour limits. For many years, the remedy for these violations was an additional 50 percent of the base hourly straight-time rate for the hours worked in excess of the limitations, but the additional 50 percent was only paid once a grievance was filed related to the violation.

Payments Made Without a Grievance

Now Letter Carriers who volunteer to work more than 12 hours in a day or 60 hours in a week will still receive the additional payment for the hours worked; however, they will not have to file a grievance to get paid. A new provision in Article 8, Section 4.G has been added, which makes this payment automatic for any Letter Carrier with more than 12 paid hours in a day or 60 paid hours in a week.

Overtime Desired List(s)

To go along with these changes, the provisions in the National Agreement which defines the ODL also have been modified.

Previously, a Letter Carrier who signed the ODL was volunteering to work overtime on both their scheduled and non-scheduled days. They could also indicate their preference to work up to either 10 or 12 hours in a day.

With the 2023-2026 National Agreement, Letter Carriers on the ODL can no longer indicate their preference to work up to 10 hours in a day; however, new overtime options have been made available. Employees desiring to work overtime shall place their names on either one or both of the “Overtime Desired” lists or the “Work Assignment” list during the two weeks prior to the start of the calendar quarter, and their names shall remain on the list until such time as they remove their names from the list.

Employees may switch lists during the two weeks prior to the start of the calendar quarter, and the NALC change will be effective beginning that new calendar quarter. Full-time Letter Carriers, including those on limited or light duty, may sign up for either one or both of the following regular Overtime Desired Lists

Employees desiring to work up to twelve (12) hours per day on their regularly scheduled day(s). Employees signing only this list are not on the Overtime Desired List on their non-scheduled day(s).

However, employees signing both regular Overtime Desired Lists are eligible to work up to twelve (12) hours per day on their regularly scheduled day(s) and their non-scheduled day(s).

Employees desiring to work eight (8) hours per day on their non-scheduled days. Employees signing only this list are not on the Overtime Desired List on their regularly scheduled days or beyond eight (8) hours on their non-scheduled days.

However, employees signing both regular Overtime Desired Lists are eligible to work up to twelve (12) hours per day on their regularly scheduled day(s) and their non-scheduled day(s).

When the Overtime Signup list is opened for the third quarter, it will be necessary for everyone wishing to elect an ODL designation or no designation at all to sign the new lists. If you will not be available to sign, contact your Steward.

appears to be a template for supervisors, there's a space for the Carrier to sign.

DO NOT SIGN THE FORM!

A Step 4 settlement for case number H90N-4H-C 95018608 (M-01302) states in relevant part:

The issue in this grievance is whether management violated the National Agreement when a local policy was issued and Carriers were required to sign off that they were present when the information was read to them. After reviewing this matter, the parties mutually agreed to the following:

There is no requirement that a Carrier sign that the subject information was received. [Emphasis added]

In addition, the pre-arbitration agreement for case number H7N-2D-C 42122 (M-00852) states further, in relevant part:

The issuance of local forms, and the local revision of existing forms is governed by Section 324.12 of the Administrative Support Manual (ASM). The locally developed form was not promulgated according to ASM, Section 324.12. Therefore, management will discontinue the use of the subject form.

A Region 9 Arbitration was successfully argued last year when Arbitrator Drucker ruled that management's use of a locally developed "Return-to-Work form violated Article 19 of the National Agreement. The Arbitrator dismissed the management's argument and addressed that:

For Management to suggest that the Return-to-Work document is not a "form" denies its obvious nature and purpose. The Return-to-Work document was created as a set template for repeated use, with each use containing and seeking the same foundational content and format, with blanks into which prescribed information must be entered, and with additional space for signature by the supervisor and initials by the employee. The Return-to-Work document that supervisors at LaGrange are required to complete and use and that Letter Carriers are required to sign (hereinafter "Return to Work Form") fulfills the common concept and understanding of a "form."

Keep in mind that the Regional Arbitration above is only binding in the installation from which it arose, but it is an influential document. If you receive a "Return to work checklist" form, or any other locally generated form for that matter, let your Steward know and/or call the hall.



Hubble's Troubles

*By Executive Vice President,
Chris Hubble*

How to Request Sick Leave....

Recently I received not one but two (2) mailings from the Postal Service regarding "Postal Service Sick Leave Policies" in the mail.

On the two-sided mailing, the title on back begins with "How to Request Sick Leave". It then immediately declaims.... "Postal Service employees are expected to maintain their assigned schedule and make every effort to avoid unscheduled absences". It then states that "If you need to use sick leave, follow these guidelines:"

I'm going to regurgitate the guidelines, but I feel as though I'm receiving an official discussion from the Postal Service.... via the mail. Whiskey, Tango Foxtrot (**WTF**)!

It's ironic that receiving these mailings corresponds with recent events. Carriers are being provided with a locally developed form titled "Return to work checklist" after using sick leave. On the form, which



Indian Rocks Food Pantry



**BRANCH 1477 COLLECTIONS
1,058,483,000**



Minutes of June 12, 2025 Membership Meeting



**Recording/Financial
Secretary**
Ken Grasso

Meeting called to order at 7:00 p.m. by President Joe Henschen.

Invocation: by O.D. Elliott.

Pledge of Allegiance: led by President Joe Henschen.

Minutes of previous meeting: Motion to accept previous minutes by Kyle Garlow, seconded by Terry Johnson. Motion passes.

Branch by Numbers: As of the latest dues roster, 767 Active Per Capita, 746 Members paying dues. Retirees 560 (8 are listed as waiting 1189), 124 Gold Cards) – 1327 Total Members.

Recognize from Absolute Quality Interpreting Services Kelly Bins.

Treasurer: Chuck Cavicchio-read ending balances for May. Motion to accept Treasurer's Report by Scott Archbold, seconded by O.D. Elliott. Motion passes.

Director of Retiree Affairs: O.D. Elliott-Talked about the legislation that is being considered that will adversely be affecting Letter Carriers.

Executive Vice President: Chris Hubble-.

Welfare Reports:

Sad:

- Al Guisto, Carrier Northside—Father passed away.
- Tom Liang, Carrier St. Pete/Dunedin—Passed away.
- John Munzo, Carrier Punta Gorda—Wife passed away.
- Daavid & Stacey Brown, Steward Largo—Daavid's Father passed away.
- Shiela Bradley, Carrier—Husband has medical issues.
- Marion Cook, Retiree Northside—Passed away.
- Suzette Brown, Retiree—Mother Sally (Clerk at Crossroads) passed away.
- Loren Buckley, Retiree Largo—Passed away.

- Matthew Martin, Carrier Punta Gorda—Son is ill and his Sister passed away.

Glad

- Patrice Cannonier, Carrier Midtown—Graduated from the Air Force Boot Camp.
- Dayron Alvarez, Carrier Midtown—He and wife welcomed a new baby girl.

CCA Promotions:

- Kevin Salguero—St. Pete
- Chase Gill—St. Pete
- Kyle Rothwell—St. Pete
- Julian Werkmeister—St. Pete
- Danielle Garcia—Palmetto
- Bobbi Clothier—Palmetto
- Robert Goldman—St. Pete
- Ian Shelby—St. Pete

New Hires:

- Dennis Devante'—Largo
- Travis Holmes—St. Pete
- Danyell Merrill—St. Pete
- Joshua Hernandez—St. Pete

Retirees:

- Scott Turner—St. Pete
- Herman Hernandez—St. Pete

Grievance Workload since our last meeting

- 39 Informal A appealing 11 to Formal A and 3 to Step B
 - 2 cases-14 Day and NOR are currently being addressed with Labor.
- Step B has returned:
- 2 LOWs both being rescinded.
 - 1 impasse JSVBW
 - 5 cases awarded make whole remedies and additional 6% penalty to the Grievants for failure to comply with the previous Step B decision.
 - 1 decision combined 10 Article 15 cases and awarded 82 Carriers over \$6,000.
 - 1 decision combined 6 cases of failure to provide information to the Union and paid those Stewards \$50 for each case.

Last couple of weeks I have been working with consultations on Route Inspections at Northside Station. Next week we have consultations at Gulfwinds Station.

Presidents Report:

I received an email from Eddie Davidson, Region 9 NBA, stating that the current Administration is coming after Postal Union time on the clock in its proposal.

This proposal is a direct shot at collective bargaining and Postal Unions. Our focus must be the preservation of the NALC and every other Postal Union. All this as we prepare for an incoming Postmaster General with an anti-union background and growing concern about handing over our public service to the private sector.

Another threat to postal employees in the House version is the elimination of the FERS special annuity supplement. This benefit for FERS covers employees who retire before becoming eligible for Social Security at age 62. It is ultimately up to Congress to reject this budget. We urge our members to call their representatives in Congress to oppose this Legislation. Now would also be a good time to contribute to the Letter Carrier Political Fund if you have not done so. Any amount that you contribute would go a long way.

FSALC State Convention August 14-16, 2025.

Rooms and Delegate Fees have been paid to include the Family Night Dinner for Guests. We will either get with those individuals for the guest ticket cost or just take it out of the per diem pay.

Food Drive: We reported this year 1,058,483 pounds of food. Even though we had reports of time not being afforded to deliver bags and cards or getting them late. Those areas we will try to increase our communication. Overall, it was a good drive this year.

NBA's office requested a list of all our Stewards and their USPS counterparts. There is a Joint DRP class being prepared for June 24th or 25th.

New Employee Experience and Retention starts on July 1, 2025. The Parties are preparing to send local teams for a "Train the Trainer" event in Kansas City on June 24th or 25th.

The South Branch Meeting will be starting again and be held at the Port Charlotte Chamber of Commerce and reserved for the 4th Thursday beginning in July. President Henschen discussed some of the updates of the Nolan Award regarding some MOUs.

MOU Re: City Carrier Assistants-Conversion to Career Status. Under this agreement, when CCAs reached 24 months of relative standing they are converted to PTF. This had an impact on the ability of a career employee to transfer.

Another is MOU requires the Postal Service to create additional full-time opportunities when a current Full-time Letter Carrier is on the rolls but is not available, known as ORNA positions. This happens when a Letter Carrier holding a bid assignment is on leave without pay for 13 consecutive pay periods. Under this Letter Carriers absent due to LWOP for reasons including military leave, Union leave, leave due to a medical condition including an illness or injury covered under OWCP would trigger the creation of an ORNA

assignment. This will trigger a conversion to Unassigned Regular, The ORNA does not lose their bid, an opting employee will stay on the opt, a CCA may not have to wait for the 24 months to career.

We have started meeting in our branch cities conducting talks on LMOUs for each installation. It has mostly gone smoothly with some cities not wanting to change much if anything. Overall, our locals are pretty good.

Old Business/New Business

A motion was made last month to table a motion of the sale of the branch car till this month. Executive Vice President Chris Hubble motion to take it off the table, seconded by Terry Johnson, for discussion tonight. There was some confusion with the language of the online poll, so it was taken a second time. Motion to take off the table was passed. So, the motion is to sell the branch car but to offer the branch President the option to buy it. O.D. Elliott made a motion to let the President use the car till his end of term which then was called an amendment to the motion. Secretary Ken Grasso raised a point of information stating the original maker of the motion to sell the car is the only one who can accept an amendment to the original motion. He was not present so the motion for the amendment is not valid. After discussion closed voting took place in the room and online with a poll. Motion passed by a majority.

Door Prize Drawing: Lotto – Scratch Off Ticket:

Vicki Weber

Steward Meeting Attendees

**Meeting was held at on Zoom and led by
President Joe Henschen and Executive Vice
President Chris Hubble.**

June 18th:

Laurann Rose, Eric Short, Alan Pollard,
Anthony Roger, Olbin Flores-Elvir, Ken
Domingos, Patrick Jacques, Erica Baker,
Jon Robinson, Al Baldwin, Chuck Cavicchio,
Jillian Iulucci

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Brian Andrews. (941) 807-5669

Patrick Jacques. (727) 218-2721

STEWARDS OF BRANCH 1477

St. Petersburg:

Crossroads 9	Jody Dodd	(727) 768-2562
Crossroads 10	Ken Domingos	(716) 598-1205
Euclid	Wyatt Stribling	(727) 480-6121
Gateway	Jillian Iuliucci	(727) 458-1623
Gulfwinds 7,11,15	Olbin Flores-Elvir	(913) 671-0397
Madeira Beach	Patrick Jacques	(727) 218-2721
Midtown 5	Al Baldwin	(727) 754-0199
Alt	Tony Cook	(727) 244-3194
Midtown 12	Gary Johnson	(316) 209-3764
Northside 2	Tiffany Naughton	(727) 642-5466
Northside 16	Javiar Urrutia	(813) 484-2499
Open Air	Nadir Alwani	(813) 305-6136
Alt	Scott Archbold	(727) 422-4766
St. Pete Beach	Laurann Rose	(727) 226-3291
St. Pete Main 13	Anthony Roger	(813) 574-9971
St. Pete Main 14	Alan Pollard	(727) 667-4254
Alt	Anthony Roger	(813) 574-9971

Bradenton Bch	Brian Andrews	(941) 807-5669
Dunedin	Scott Held	(727) 418-5742
Alt	Devin Price	(803) 944-2706
Ellenton	The Hall	(727) 531-1477
Englewood	Jon Robinson	(740) 919-7687
Indian Rocks Bch	Tim Cox	(727) 481-5348
Largo 71/78	Daavid Brown	(727) 657-5606
Largo 70/73	Karen Peck	(727) 418-1990
Palmetto	Sheldon Jones	(941) 580-1058
Pinellas Park 81/82	Javier Urrutia	(813) 484-2499
Punta Gorda	Erica Baker	(941) 661-5196
PC Annex	Erica Baker	(941) 661-5196
Seminole 72/74	Eric Short	(727) 251-9846
Alt	Donny DeMilta	(727) 430-4413
Seminole 76/77	Donny DeMilta	(727) 430-4413
Alt	Eric Short	(727) 251-9846

Congressional Liaisons:

District 13: Tom Phillips (727) 458-4127
District 15: Gene Carroll (727) 742-1640

The Twig of the Branch is published monthly by Branch 1477 West Coast Florida Letter Carriers. Articles and opinions printed herein are those of the writer and do not necessarily reflect those of Branch 1477 or the NALC. We invite all members to contribute material for possible publications. The editor reserves the right to edit or reject such material for reasons of good taste, legality, space, or the good of the Branch. Articles should be of general interest, be 350 words or less and be submitted by email to the branch by the 10th of the month.



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July, 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 St. Pete Retiree Breakfast	2 Largo Retiree Breakfast	3 Executive Board Meeting	4 Independence Day	5
6	7 Pinellas Park Retiree Breakfast	8	9	10 General Membership Meeting	11	12
13	14	15	16	17 Steward's Meeting	18	19
20	21	22	23	24 South Meeting	25	26
27	28	29	30	31		