

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**

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JUNE, 2025

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PRESIDENT'S REPORT

By President Joe Henschen

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The 22 Items.

Article 30.B of the National Agreement lists 22 Items which the parties may discuss during the period of local implementation. The local parties are required to discuss any of these items if they are raised by either party. This means that if one party raises one of the listed items, the other must discuss it in good faith. These are mandatory subjects of discussion if raised during the period of local implementation. We are currently preparing for an implementation period that begins Tuesday May 27 and runs through Thursday, June 26.

The local parties are free to discuss other subject areas as well, but neither party is required to discuss subjects other than the 22 items listed in Article 30.B.

As we prepare to evaluate current language in the LMOUs, Management is preparing to try and take back some of the items that have been in our Branches 10 Local Memorandums. We have received carefully crafted letters informing us of their plans to open up the negotiations. Region 9 has prepared our officers for these discussions.

Recently, or once again, we have had a lot of confusion regarding the approval of Sick Leave to insure employees from loss of pay when incapacitated due to illness or for medical appointments. Article 10 explains the differences between Sick and Annual Leave.

Vacation Planning—Local Implementation

First of all, Article 10 of the National Agreement includes Section 10.3.A and discusses the Choice Vacation Period.

NEXT BRANCH MEETING AT THE HALL AND VIA ZOOM: THURSDAY, JUNE 12, 2025

13.A. It is agreed to establish a nationwide program for vacation planning for employees in the regular work force with emphasis upon the Choice Vacation Period(s) or variations thereof.

Article 10.3 establishes a nationwide program for vacation planning for the regular work force and specifically addresses the selection of the Choice Vacation Period(s). Article 30 provides for local implementation of 22 items consistent with the general provisions of Article 10.

A new Local Memorandum of Understanding (LMOU) may be negotiated shortly after each new National Agreement is finalized. The LMOU is negotiated between the parties at the local level pursuant to Article 30 and covers, among other items, the operation of local vacation selection.

The LMOU typically sets forth a system where the leave year is divided into times known as the "Choice Vacation Period" (also called "prime time") and other times which are outside the Choice Vacation Period ("non-prime time, other or incidental").

Re: City Carrier Assistant (CCA) Annual Leave

Of course, as the City Carrier Assistants only have one category of leave the contract explains:

Article 30 of the National Agreement and Local Memorandum of Understanding provisions do not apply to City Carrier Assistant employees, except as follows:

During the local implementation period, the parties may agree to include provisions into the local memorandum of understanding to permit City Carrier Assistant employees to apply for annual leave during Choice Vacation Periods, as defined in Article 10.3.D of the National Agreement.

Granting leave under such provisions must be contingent upon the employee having a leave balance of at least forty (40) hours.

New Memorandums included in the new contract provide for **PTF** employees to be advanced forty (40) hours of leave prorated to the end of the first leave year for their first leave year as a PTF and annually thereafter. **CCAs** after the completion of an initial 360-day appointment as a City Carrier Assistant, and immediate reappointment Forty (40) hours too will be advanced

Whereas Article 10.3 provides for negotiating how Choice and Incidental Leave is intended to occur, it does not give the parties at any level the right to negotiate anything relating to Sick Leave.

Sick Leave.

Article 10.5 provides for the continuation of the sick leave program, whose detailed regulations are contained in the ELM Section 513. Section 513.1 defines sick leave as leave which "insures employees against loss of pay if they are incapacitated for the performance of duties because of illness, injury, pregnancy, and confinement, and medical (including dental or optical) examination or treatment."

There are two distinct classifications for Career Employees. The use of Sick Leave is never impacted by Local Memorandum negotiated provisions defining the "Choice" and "Other" Leave, with one exception. In most Branch 1477 LMOUs an employee on Long Term Sick Leave in some cases limits access to incidental Annual Leave.

Long Term Sick Leave or the Annual Leave percentages do not restrict an employee to schedule a medical appointment or if they are incapacitated due to illness or injury or require follow-up medical appointment under FECA.

In fact, the Federal Employees Compensation Act (FECA) governs Compensation for injured workers. Chapter 81 of Implementing Regulations of FECA.

§8103 Medical service and initial medical and other benefits

- a. The United States shall furnish to an employee who is injured while in the performance of duty, **the services, appliances and supplies** prescribed or recommended by a qualified physician, ...

If a medical appointment (**a service**) is prescribed. It cannot be denied by the supervisor or USPS manager. Not as quota full, or schedule posted, attempting to deny treatment to a employee with an on-the-job injury is a violation of Federal Law and can include a pretty hefty fine for the supervisor and the agency.

Finally, the Employee Labor and Relations Manual includes:

512.411 General

Except for emergencies, annual leave for all employees except postmasters must be requested on PS Form 3971 and approved in advance by the appropriate supervisor. Leave requests from rural carriers must be approved in accordance with Article 10 of the USPS-NRLCA National Agreement.

512.412 Emergencies

An exception to the advance approval requirement

is made for emergencies; however, in these situations, the employee must notify appropriate postal authorities of the emergency and the expected duration of the absence as soon as possible.

These final two provisions have been a focus of management for a while. Carriers are judged by unscheduled sick leave and scheduled sick leave. If more focus was spent on approving Sick Leave in accordance with the LMOU's, and Article 10 there would be less situations when the carrier case lights do not go on at begin tour.



Hubble's Troubles

By Executive Vice President,
Chris Hubble

Management has a shiny new toy named.... "Auto Pivots"

The USPS is rolling out a new tool from their toolbox across the country, which conflicts with multiple handbooks, manuals, Step 4 Memorandums, and contractual provisions. That said, the Region 9 NBA's office has pushed out problems this program is certain to create and shared below.

Auto Pivots is an enhancement to Geo delivery. It's designed to assist supervisors in capturing Carrier's "assumed" under time, which will "apparently" reduce street inactivity and also help supervisors ensure they follow the proper pecking order when making pivot assignments.

Auto Pivots provides a real time snapshot from DOIS of the Carrier's projected workload. It selects routes to pivot, based off the Carrier's schedule and leave time and will help the supervisor "supposedly" identify Carriers with under time.

It also selects pivots and gives proximity for nearby Carrier recommendations. In addition to assist in keeping the OTDL equitable from data directly imported from OT admin. And finally, it auto populates PS Form 3996s for the Pivots.

So, when does this kick off? It's already up and running now.

So, first thing first. The dispute over the value of management's DOIS projections was resolved on July 30, 2007, with a national-level settlement (M-01664).

That settlement read in part:

"The Delivery Operations Information System (DOIS) is a management tool for estimating a Carrier's daily workload. The use of DOIS does not change the letter Carrier's reporting requirements outlined in section 131.4 of Handbook M-41, the supervisor's scheduling responsibilities outlined in section 122 of Handbook M-39, or the Letter Carrier's and supervisor's responsibilities contained in Section 28 of Handbook M-41. DOIS projections are not the sole determinant of a Carrier's leaving or return time, or daily workload..." [Emphasis added]

Similarly, in 2011 the National Parties agreed in a Step 4 Settlement (M-01769) to the following:

The subject office efficiency tool is a management tool for estimating a Carrier's daily workload. The office efficiency tool used in the Greater Indiana District or any similar time projection system/tool(s) will not be used as the sole determinant for establishing office or street time projections. [Emphasis added]

Projections are not the sole determinant of a Carrier's leaving or return time, or daily workload. The use of any management created system or tool that calculates a workload projection does not change the Letter Carrier's reporting requirements outlined in section 131.4 of Handbook M-41, the supervisor's scheduling responsibilities outlined in section 122 of Handbook M-39, or the Letter Carrier's and supervisor's responsibilities contained in Section 28 of Handbook M-41.

As noted, the parties agreed that DOIS nor other postal programs change the Letter Carrier's reporting requirements. Likewise, the parties agreed that DOIS and other workload projection tools are not the sole determinant of a Carrier's leaving or returning time.

Remember, computer programs cannot be the sole determinant of a Letter Carrier's leaving and

return times, the Letter Carrier has that responsibility and right. Similarly, requesting and completing PS Form 3996 are Letter Carrier duties, thus management is in violation when they are printing out prepopulated PS Forms 3996. This program downloads information from the DOIS program and then projects Letter Carrier leaving and reporting times, which is then used as a sole determinant for a Carrier's leaving and return time. This is in direct violation of the aforementioned memos.

If you see this program used in your office, reach out immediately to your Steward and/or the hall so that grievances can be initiated.

Minutes of May 8, 2025 Membership Meeting



***Recording/Financial
Secretary***
Ken Grasso

Meeting called to order at 7:00 p.m. by Executive Vice President Chris Hubble.

Invocation: given by Greg Welsh.

Pledge of Allegiance: led by Executive Vice President Chris Hubble.

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

Branch by Numbers: As of the latest dues roster, 762 Active Per Capita, 741 Members paying dues. Retirees 558 (124 Gold Cards) – 1320 Total Members.

Recognize from Absolute Quality Interpreting Services Katti Dynan.

Treasurer: Chuck Cavicchio—Read ending balances for April. Motion to accept Treasurer's Report by Scott Archbold, seconded by Eric Short. Motion passes. He also read an email from Region 9 RAA Ben Paul about a new program called Auto Pivoting Tool.

Director of Retiree Affairs: O.D. Elliott—Been working with some Carriers who are getting ready to retire and wanting to get with me.

Director of Insurance: Tom Phillips—Eye Glass Plan, 8 members and 4 dependents for a total of \$671.00. NALC has the MBA Insurance for injury protection.

Political District 13 Liaison: Tom Phillips—Nationally there has been nomination for the position of Postmaster General. David Steiner came from the board of FedEx.



Retiree Update
By Director of Retiree Affairs,
O.D. Elliott

So, you're a Letter Carrier. You have good wages, good benefits, and can look forward to a good retirement. You have a strong Union that bargains on your behalf and protects your rights. **LIFE IS GOOD!**

But wait, without my sounding like an alarmist, this could all come **CRASHING DOWN!** It's not merely possible, but more likely probable that our nation's current administration will make a concerted effort to **PRIVATIZE** the Postal Service and at the same time weaken or eliminate our Union as they are already trying to do to the other Federal workforce Unions.

When that effort to Privatize comes, you need to be prepared to join with your brother and sister carriers (active and retired) to contact your Senators and House of Representatives to tell them "**NO**" to **PRIVATIZATION**. You need to be willing to join your brother and sister carriers and other community members in active Demonstrations against "**PRIVATIZING THE POSTAL SERVICE.**"

To join in this fight, shouldn't matter whether you're Democrat, Republican, Independent, Libertarian or other. It should only matter that your career, your benefits and your future retirement may be at risk.

Trustee Report: Brian Andrews—Trustees met, and books are in order up through March.

Vice President Report: Greg Welsh—Talked about being retired and getting my first Social Security Check and importance of the Food Drive on Saturday May 10.

Executive Vice President: Chris Hubble—

Welfare Reports:

Sad:

- Alvin Nelson, Retiree St. Petersburg—Wife passed away.
- Denise Duffy, Retiree Seminole—Passed away.
- Maite Melendez, Carrier Seminole—Involved in vehicle accident.
- Al Guisto, Carrier Northside—Father passed away.
- Ryan Fournier, Carrier Gulfwinds—Father passed away.
- Daniel Zeoli, Carrier Gateway—Brother passed away.

Glad:

CCA Promotions:

John Mills—Port Charlotte
Nolan Menendez—Port Charlotte

New Hires:

- Esmeralda Vallejo—**Ellenton**
- **St. Petersburg:**
- Cynthia Joseph
- Armondo Sanchez
- Craig Weaver
- Alexander Sandino
- Tracy Screws
- A'Derek Pender

- Jessica Cahill
- Nicole Oliver
- Regina Hope
- Molly Roth

Retirees:

Dawn Detrick—Open Air

Neil Hunt—St. Pete Main

Executive Presidents Report:

Bylaw proposals to vote on:

Article 15 Bylaws of Branches and State Associations

Article 7 Dues and Fees

Section 2 D. Twenty-Three Cents (\$.23) per active member per pay period will be expressly used to maintain and an Automobile Fund for the sole purpose of expenses relating to the maintenance and repairs and to the purchase of a replacement Branch Automobile. The Treasurer of the Branch will reimburse the Automobile Fund each pay period.

Proposed change: Delete.

The Bylaw Committee reviewed the Bylaw proposal and it meets with their approval.

Executive Vice President Hubble then opened the floor for any discussion on the proposal. Several members asked questions. Executive Vice President reclused himself as the Chair and spoke on the history of the Branch car and how the current bylaw was created. He spoke of the cost of insurance for the vehicle costing almost \$5,000.00 and the lawsuit against the branch due to an accident 2 years ago.

O. D. Elliott spoke against the proposal and made a motion to postpone until the next General Membership Meeting.

Executive Vice President Hubble resumed the Chair and declared that the motion was improper due to it being outside of the Constitution. O.D. Elliott then challenged the Chair's decision.

It was then presented to the members present to either affirm the Chair's decision or O.D. Elliott's motion. A vote took place and was in favor of the Chair's decision to continue.

Fred Cooper made a motion to raffle the car off but was put on hold until later in the meeting.

The meeting continued with the voting on the Bylaw proposal by secret ballot. The vote was 36 yes and 8 no. **The Bylaw proposal passed.**

Article 3 Meetings

Section 1.

C. South Meetings shall be held on the Fourth Thursday of each month, beginning at 7:00 P.M. The time and place of the meeting may be changed as conditions necessitates, such as the January meeting following election of Officers. The purpose of these meetings is to provide updated information relative to Branch Business. Training and Rap Sessions Attendance will be counted toward Paid Delegate eligibility for State and National Conventions (Adopted 1/11/07).

Section 1. Delete

Change to read:

C. The President shall visit the South Branch offices each month. The purpose of these visits is to provide updated information related to Branch Business.

The By-Law Committee reviewed the Bylaw proposal and it meets with their approval.

Executive Vice President Hubble opened the floor for any discussion on the proposal.

Greg Welsh offered up an amendment to add "and his or her designee" after the word President. Motion by Fred Cooper, seconded by Pat Kelly Motion passes.

Two members spoke in opposition to the Bylaw proposal.

A call for the question was by Tom Phillips. Voting took place by secret ballot.

Voting results: yes—24, no—24 **The Bylaw proposal failed since it didn't get a 2/3 majority vote.**

The Chair then took up the motion on the floor made by Fred Cooper to auction off the branch car, seconded by Anthony Metcalf. There were several members asking questions and giving suggestions on the motion. An amendment to the motion was made by Donny DeMilta saying the President should be given a chance to either buy the car or pay it off. The members then would decide what to do with the funds. The maker of the motion accepted that amendment. Further discussion resulted in O.D. Elliott making a motion to table the issue until the next meeting, seconded by Shiela Bradley. A voice vote was taken in the room and a poll online. The motion to table until the next membership meeting, was passed.

Door Prize Drawing:

Lotto – Scratch Off Ticket

Terry Johnson

Steward Meeting Attendees

Meeting was held at on Zoom and led by President Joe Henschen.

May 15th:

Chris Hubble, Tiffany Naughton, Laurann Rose, Karen Peck, Eric Short, Donny DeMilta, Scott Held, Alan Pollard, Anthony Roger, Daavid Brown, Wyatt Stribling, Javier Urrutia, Olbin Flores-Elvir, Ken Domingos, Patrick Jacques, Gary Johnson, Tim Cox, Erica Baker, Jody Dodd, Scott Archbold, Suzette Brown, Devin Price, Brian Andrews, Jon Robinson, Sheldon Jones, Erica Baker, Nadir Alwani, Al Baldwin

Residence:	Business:
Cell: (727) 743-5395	(513) 621-4787
Home: (727) 772-8383	(800) 543-0379
ganneken@msn.com	Fax: (513) 621-0483
Palm Harbor, FL	Postal Fax: (888) 724-7882
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TERRI ANNEKEN	1905 Dalton Avenue
Sales Representative	Cincinnati, Ohio 45214

BRANCH 1477 PHONE DIRECTORY

UNION HALL: (727) 531-1477

UNION FAX: (727) 531-1478

EMAIL: branch1477nalc@gmail.com

WEBSITE: branch1477nalc.org

OFFICERS OF BRANCH 1477

PRESIDENT

Joe Henschen. (727) 492-4009

EXECUTIVE VICE PRESIDENT

Chris Hubble. (727) 641-8396

VICE PRESIDENT

Greg Welsh. (727) 804-4726

RECORDING/FINANCIAL SECRETARY

Ken Grasso. (727) 744-2578

TREASURER

Chuck Cavicchio. (727) 798-8506

EDITOR

Judy Dorris. (727) 403-2173

DIRECTOR OF RETIREE AFFAIRS

O.D. Elliott. (727) 608-6027

DIRECTOR OF INSURANCE

Tom Phillips. (727) 458-4127

SERGEANT AT ARMS

Eric Short. (727) 251-9846

TRUSTEES:

Shiela Bradley. (813) 335-7783

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	Alisha Henry	(618) 554-0145
Alt	Alex Perez	(786) 413-8220
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.



Branch 1477, N.A.L.C.
5369 Park Boulevard North
Pinellas Park, FL 33781-3421

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June, 2025

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