

# MEMO

To the Branch 2184 Leadership Council, Oct. 5, 2020



Mark Judd  
Walt McGregory  
Joe Golonka  
Jackie McGregory  
Cathy Tondreau  
Jim Powell  
Scott Watts  
Michele Szafran  
Gloria Warthen  
Felicia Davis  
Leonard Zawisa  
Kris Shaw  
Mark Owen  
Byron 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  
Keith Benedict  
Scott Horn  
Tracy Mitchell  
Nakia Whitfield  
Katrina Jones  
Ananias Epps  
John Hite  
Ramon Robinson  
Tyler Haverstick  
Paul Bordine  
Mike Tredway  
Danita Smith

This Leadership Council Memo will again begin with an update pertaining to Branch administrative matters and related information. Foremost on most minds was the monthly Branch membership meeting which had been scheduled for Wednesday, October 7 and which was to include nominations for Branch 2184 officers, station stewards, and convention delegates for the 2021-2023 term of office. All possible considerations for holding this traditionally high attendance meeting in a safe and feasible manner which also meets current indoor meeting requirements set by the Michigan Governor were reviewed and considered. Branch President Mark Judd then made the decision to cancel the meeting and to postpone nominations. Nominations for the 2021-2023 term will take place on a date and time to be determined, followed by elections for contested positions conducted by a mail ballot per our Bylaws.

Regarding other NALC and Branch 2184 events: although this year's NALC Regional Training event (the "K.I.M. Training") that was to be conducted by Region 6 National Business Agent Troy Clark's office in Ypsilanti during the Columbus Day holiday weekend was canceled due to COVID-related issues, Troy has announced that at this time they intend to conduct the training as usual in October 2021. It will be held in Indiana at a location to be determined. Also, with the cancelation of this year's regional training, we have added an additional telephonic Steward meeting for October, which will take place on Tuesday, October 27 at 7:00 p.m.

On Wednesday, September 23, the NALC and the Postal Service resumed Contract Arbitration hearings, which will be conducted via tele-meeting with National Arbitrator Nolan. These meetings are tentatively scheduled to continue into November. The NALC and USPS continue to talk outside of the hearings process, and there remains a possibility of a negotiated Contract settlement. If a negotiated settlement occurs, it would be sent to the active membership for ratification. An arbitrated settlement would be final and binding on both parties.

During the past several months, there has been a concerted effort by the Trump regime and its supporters to cast doubt on the security of voting by mail and on the ability of the Postal Service to meet the expected surge in voting by mail this year. In light of the ongoing lies and other false narratives on the part of the President and some others, the NALC has pushed back on the misinformation and has communicated that we are confident that letter carriers will (as always) rise to the occasion. Toward that end, NALC and the other postal unions and management associations formed a task force with the Postal Service to prepare for the anticipated increase in election mail. Branch 2184 EVP Walt McGregory has coordinated the selection of NALC members in each of our stations to serve as local members of this task force.

The United States Office of Personnel Management (OPM) has announced that this year's Federal Employee Health Benefit Plans (FEHB) Open Season will begin on Monday November 9 and will end on Monday, December 14. The revised premiums for the FEHB plans in 2021 will soon be announced. During Open Season, all eligible active and retired USPS may enroll in the plan of their choice, make changes within their current plan coverage, or can choose to continue their current plan coverage by doing nothing.

The USPS has announced that they will not be participating in the payroll tax deferral gimmick put forth by the Trump regime. Participation in this scam would have potentially created numerous administrative issues for the USPS in the future, such as how to recover the deferred payroll tax from employees that retire or otherwise leave the USPS between now and April 2021. As such, the customary 6.2% payroll tax for Social Security will continue to be deducted from employee earnings, with the same amount paid by the USPS. Additionally, the 1.45% Medicare tax will also continue to be deducted.

The NALC and the USPS have agreed on an extension of five previous COVID-19 related Memorandums of Understanding, through December 31, 2020. The extension (numbered M-01929 in the NALC Materials Reference System), applies to the following previous agreements: 1) The Temporary Use of the Employee and Labor Relations Manual (ELM) 432.53, City Letter Carriers 7:01 Rule (M-01913); 2) Re: Temporary Additional Paid Leave for CCAs (M-01911); 3) Re: Temporary Expanded Sick Leave for Dependent Care During COVID-19 (M-01910); 4) Re: Temporary Workplace Changes to Promote Social Distancing - COVID-19 (M-01915); 5) Temporary Carrier Assistants - COVID-19 (M-01916).

Several calls to the Branch office have inquired about a possible extension of the Families First Coronavirus Response Act (FFCRA), the provisions of which mostly expire on December 31. Any possible extension would have to be authorized by the United States Congress and signed by the President, and at this time there is no indication that this will be considered or enacted.

A Contractual question arose about the application Article 7.1.C.4 provisions which require management to make every effort during a service week to ensure that qualified and available PTFs are utilized at the straight time rate (up to 40 hours) prior to assigning work to CCAs in the same work location. In this instance, a CCA was on a hold-down which they had requested and been awarded in accordance with the provisions of Article 41, section 2.B. A PTF in the same work location could not be assigned 40 hours of work in that same service week without taking some of the hold down work from the CCA and giving it to the PTF. The question was "is this proper?" and the answer is yes, it is. The CCA's right to the schedule and duties of the hold down assignment was superseded by the Contractual obligation to provide the PTF with 40 hours of work.

The persistence of questions concerning the 60-hour weekly limitation for fulltime career level letter carriers necessitates a review of these provisions. This subject is also discussed in detail in the JCAM on pages 8-19 and 8-20. First of all, always keep in mind these limitations are absolute and non-negotiable. National Arbitrator Mittenthal (C-06238) ruled that **"a fulltime employee may neither volunteer nor be required to work beyond these limits."** That is self-explanatory.

Additionally, in accordance with a subsequent Arbitrator Mittenthal ruling on this issue (C-07323), the NALC and USPS negotiated a National level Memorandum of Understanding in October 1988 (M-00859) which established **four very specific provisions**: First, once a fulltime employee reaches 20 hours of overtime within a service week, the employee is no longer available for any overtime work. Second, a fulltime employee's tour of duty shall be terminated once he or she reaches the 60<sup>th</sup> hour of work, no matter when that occurs. Third, when a fulltime employee is instructed to clock off after reaching 60 hours in a service week, he/she must be paid any applicable guarantee time for the remainder of the service day. Fourth, in the "limited instances" where the 12-hour daily or the 60-hour weekly rule is violated and a timely grievance is filed, fulltime employees will be compensated an additional premium of 50 percent of the base hourly straight time rate for those hours worked beyond the 12 or 60-hour limitations.

Two additional notes concerning the above discussion: First, National Arbitrator Snow held in his ruling (C-18926) that the referenced National Memorandum of Understanding (M-00859) provides the exclusive remedy for violations on the 12 and 60-hour work limits, as discussed in Article 8.5.G.2 as well as in the ELM, section 432.32. Second, if a fulltime letter carrier is instructed by management to continue working beyond the 12 or 60-hour limitations, the proper responses are to **1) comply with the instruction unless there is provable (not just claimed) threat to health and safety and 2) subsequently meet with their steward to initiate a grievance.**