



# Branch 2184 ... "Speaks"

Official Publication of Branch 2184, NALC, AFL-CIO

May/June 2017

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**Western Wayne County, MI**  
**National Association**  
**of Letter Carriers**  
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**Office Hours:**

9:00 a.m. - 5:00 p.m.  
Monday through Friday

**Calendar**

**Branch Meetings:**

August (no Meeting)  
September 6th, 2017  
(7:30 p.m. - Union Hall)

**Retirees Meetings:**

August (no Meeting)  
September 13th, 2017  
(12:30 p.m. - Union Hall)

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## A TENTATIVE NALC/USPS CONTRACT AGREEMENT!

Following nearly 15 months of negotiations with the Postal Service, on Friday, May 12 the NALC National office announced that a tentative settlement had been reached on a new Collective Bargaining Agreement. The proposed Contract is 40 months in duration, retroactively effective to May 21, 2016 and expiring on September 20, 2019. **A detailed overview of the pertinent provisions of the proposed new Contract can be found later in this article.** As background, this is the 14<sup>th</sup> Collective Bargaining Agreement negotiated by the NALC with the Postal Service since postal unions gained full contract negotiation rights following the legendary March 1970 strike.

Prior to the strike and the subsequent Postal Reorganization Act which was passed by Congress and signed by then President Richard Nixon in 1970, postal unions could only bargain over work issues and not economic issues. The NALC and our nation's letter carriers had to rely on the whims of the United States Congress to attain pay increases, and the inevitable result was a badly underpaid workforce that in many instances had to seek public assistance just to feed their families.

One other significant change resulting from the 1970 Postal Reorganization Act was the abolishment of the old Post Office Department, then an entirely government controlled and operated agency that had existed since our nation's earliest days. It was replaced by the quasi-independent United States Postal Service, effective on July 1, 1971, with the intention that the USPS was to become a self-funded delivery business even while retaining its mandate to provide postal delivery service to every address in the United States.

Of the previous 13 Labor Contracts that the NALC has negotiated with the renamed United States Postal Service, seven have been negotiated settlements that were subsequently ratified by the Union's active members. The other six were interest arbitration awards issued by Na-

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### Officers

President .....	Mark Judd
Executive Vice President .....	Walt McGregory
Vice President .....	Joe Golonka
Recording Secretary .....	Casey Pennington
Financial Secretary Treas .....	Cathy Tondreau
Sergeant at Arms .....	Scott Watts
Health Benefits Rep.....	Jim Powell
Retirees Officer .....	Leonard Zawisa
Trustee .....	Patricia Linna
Trustee .....	Tim Bailey
Trustee .....	Gloria Warthen
Editor .....	Leonard Zawisa
Branch Scribe .....	Joe Golonka
Web Site Design .....	Jim Hales
Injury Compensation .....	Joe Golonka



*Branch 2184 Speaks* is published 6 times a year by Branch 2184, National Association of Letter Carriers.

The opinions expressed in this publication are not necessarily those of the editorial staff or the officers of the branch.

We invite all members to contribute articles for publication. Copy should be typed, double-spaced and signed by the contributor. The editorial staff reserves the right to edit, delete or reject the article for the good of the branch.

In the hope that material contained herein may be of benefit to the goals of the NALC, permission is hereby granted to copy or use material in this publication with our best wishes.

### Stewards

Belleville.....	Gregory Bodziak
.....	Bryon Hendricks (alt)
Dearborn (Main) .....	Darryl Clay
.....	Symone Coleman
.....	Yvonne Jackson (alt)
Dearborn (Annex) .....	Melvin MacDonald
.....	Jacqueline McGregory
.....	Rose Miller (alt)
.....	Tom Klecha (alt)
Dearborn Heights.....	Denise Viola
Dundee.....	313-295-1640
Flat Rock.....	Lillian Bogosian
Grosse Ile.....	Christopher Biegalski
.....	Kim Bumbul (alt)
Inkster .....	Phil Ashford
.....	Thad Dillard (alt)
.....	Scherrie Lacey (alt)
Lincoln Park.....	Scott Watts
.....	Dave Reise (alt)
Monroe.....	Erik Venzke
.....	Chris Carmon (alt)
Northville.....	Beth Bays (alt)
.....	Valerie Watkins (alt)
Plymouth.....	Heather Childers
.....	Kristie Nelson (alt)
.....	Tamara Bosman (alt)
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Taylor.....	Michele Szafran
Temperance.....	313-295-1640
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.....	Katrina Jones
.....	Vina Stacy (alt)
.....	Cynthia Harris (alt)
Canton.....	Ramon Robinson
.....	Tyler Haverstick
.....	Lois Fritz (alt)
Ypsilanti .....	Mike Tredway
.....	Paul Bordine
.....	Alan Grajczyk (alt)
.....	Rick Rider (alt)

### Address Correction Requested

When you move, change your name, leave the letter carrier craft, retire, or your phone number changes, we need to hear from you. Your member benefits, newsletter and other mailings may be affected if we don't have the new information. It only takes a phone call or drop us a note. We will do the rest.

**Call 313-295-1640**

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tional Arbitrators, for example the last Contract award that was issued by National Arbitrator Shyam Das in January 2013.

Interestingly, the first Contract to go to arbitration – the 1978-1981 National Agreement, had been tentatively settled by the bargaining parties. However, the NALC's active membership voted to reject the proposed agreement, initially resulting in a brief period of mediation and ultimately resulting in National Arbitrator Healy's award. Healy's award granted some of what the NALC had sought but it also granted USPS management some of what they sought. This mixed result highlighted both the risks and the rewards that can accompany a decision to go to binding arbitration.

**The proposed agreement announced on May 12 will be sent to all active NALC members along with a ratification ballot, which must be returned by Saturday, July 29, 2017.** To be eligible to receive the tentative contract and a ballot, a letter carrier would have to be a member of the NALC for at least 90 days prior to the date of the tentative agreement, or approximately February 12, 2017. All eligible active members will have the opportunity to review the proposed Contract and to express their concurrence or non-concurrence by completing and returning the ratification ballot.

**Branch 2184's members are strongly encouraged to take sufficient time to read over the tentative Contract once they have received it and to make a ratification decision by utilizing an objective approach that is based on facts and evidence.** Everyone will have an opinion. Make yours an informed opinion by first obtaining factual and accurate information concerning the tentative Contract. Additionally, the copy of the proposed Collective Bargaining Agreement that you receive is yours to keep for reference anytime that you wish. Bring it to work with you and make sure that management sees that you have it!

**Non-members will have no say whatsoever in this process and they will not receive a copy of**

**the proposed Contract or a ratification ballot.** Retired members also will not receive ratification ballots because our National Agreement only pertains to economic and workplace issues that apply to those still actively employed as City Letter Carriers. All retirement-related issues are solely under the purview of the Office of Personnel Management (OPM) as well as the Legislative (United States Congress) and Executive (United States President) Branches of the Federal Government. Thus, these issues are not subject to the collective bargaining process.

If the proposed Contract is ratified by the NALC membership, it will be effective immediately thereafter. If it is rejected, a period of further negotiation and mediation would occur, possibly followed by interest arbitration if the negotiating parties still cannot reach an agreement. The choice to approve or disapprove the proposed agreement will be yours, but again it should be an informed choice that is based on accurate information from trusted sources. **Again, please keep in mind that the proposed Contract is not yet in effect and it must still be ratified by active NALC members.**

### **Highlights of the NALC National Conference (Rap Session), June 13-15**

On June 13 – 15 the NALC held a National Conference, informally known as a "Rap Session" which took place in Atlantic City, New Jersey. These National Conferences are required by the NALC Constitution and they occur during non-National Convention (odd numbered) years. This year's Rap Session was scheduled immediately after the announcement of the tentative contract agreement so that the proposed settlement could be discussed in detail by NALC National President Fred Rolando and other NALC National officers. Four Branch 2184 officers attended the conference; President Mark Judd, Executive Vice-President Walt McGregory, Vice-President Joe Golonka, and Financial Secretary-Treasurer Cathy Tondreau.

On Wednesday morning, June 14, NALC President Rolando presented a detailed overview of

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the proposed agreement with the Postal Service. He began with a discussion of the history and background that led to the most recent round of Contract negotiations with the Postal Service, including the January, 2013 Contract arbitration award issued by National Arbitrator Shyam Das. It was this Contract arbitration award that resulted in the implementation of the non-career "City Carrier Assistant" (CCA) workforce. Since that time, more than 47,000 CCAs have been converted to career letter carrier positions in the Postal Service.

President Rolando also discussed many of the other relevant background factors and issues that were pertinent to the 15-month negotiating process, such as the Postal Service's financial health, the hostile and difficult political environment caused by one-party control of the federal government, and the NALC's desire to achieve a core set of objectives as a condition for reaching an agreement with the Postal Service. These included but were not limited to pay and benefit issues impacting CCAs, inclusive of those that previously worked as transitional employees (TEs).

Other NALC objectives included addressing the antagonistic and disrespectful workplace environment that is widespread throughout the Postal Service. The NALC's negotiating strategy and intent was to continue bargaining as long as its core objectives were still "on the table" and thus were still open for negotiating purposes. Postal Service objectives included maximizing flexibility, hiring additional CCAs, and maintaining or even expanding a part-time work force.

In addition to the lengthy presentation by National President Fred Rolando at the Rap Session about the proposed Contract, he discussed other matters of critical importance to letter carriers and letter carrier families. Of greatest importance among these matters is the current administration's proposed fiscal year 2018 federal budget, which is filled with very serious attacks on existing as well as future retirement benefits for both active and retired federal

and postal employees. The budget proposal also attacks the Postal Service, calling for cutbacks in delivery days as well as for other unspecified "savings" that would come as the expense of letter carriers and other USPS employees.

Legislative and political threats to the financial and retirement security of letter carriers are nothing new, given decades of open hostility by the Republican Party toward federal and postal workers. However, given the current one party control of the federal government, fending off these attacks by our political enemies has become far more difficult than was previously the case when letter carrier-friendly interests controlled one or both Houses of Congress or the Executive Branch of government. Simply put, there is no longer a political firewall to protect us and a very real danger exists with the ultimate outcome of the budget process this time around.

**During the next few months every active and retired letter carrier will be called upon to answer these threats as the budget negotiations process proceeds. Every city letter carrier should take this warning very seriously, as it will be YOUR future financial and employment security that is at stake.**

Following Fred Rolando's address to the Rap Session attendees, other NALC National officers and staff members conducted workshops on Wednesday afternoon, June 14 and on Thursday morning, June 15. These workshops covered a wide range of Contractual and letter carrier work issues as well as other Postal Service-related issues. These included but were not limited to CCA staffing, pay, and work rule issues; safety issues, hostile work environment issues, local implementation (Article 30 of the Contract), the Carrier Academy for newly hired CCAs, and management's "Performance Enhancement Tool" (PET), which is incessantly being used to badger letter carriers throughout the United States.

Other workshop topics included an update concerning Postal Reform legislation (HR 756 and HR 760)) along with information about other pertinent legislative issues. An extensive overview of the serious threats posed by the proposed fiscal year

2018 federal budget was included, as well as a discussion of the NALC's strategies for responding to these threats. The NALC's State Associations as well as local Branch leadership will be tasked with a lead role in implementing these strategies.

Attendees at the Rap Session were also provided with updated information about withholding and excessing issues (Article 12 of the Contract) as well as the next generation of postal vehicles. Branch bylaws, local branch officer responsibilities and related fiduciary matters were also discussed, along with strategies for increasing participation in the Letter Carrier Political Fund (LCPF). Now more than ever we must have as many letter carrier friends in Congress as possible, and the NALC's PAC is the most effective means of ensuring that this occurs.

## Highlights of the MISALC Convention May 21-23

On May 21 through 23 the Michigan State Association of Letter Carriers (MISALC) conducted its 93<sup>rd</sup> State Convention, which took place at the Motor City Hotel and Casino in Detroit. Branch 2184 sent 18 delegates to this convention, and all of our delegates actively participated in the convention proceedings. Following the convention session on Monday, May 22, the delegates also attended two classroom sessions that covered a wide range of letter carrier work issues. This included a very well-received letter carrier safety class that was facilitated by Branch 2184's Taylor Installation shop steward and Detroit District Accident Reduction Committee member Michele Szafran.

Another highlight of the State Convention for Branch 2184 was the reelection of two of our very own Branch officers to their respective MISALC officer positions. Branch 2184 Financial Secretary-Treasurer Cathy Tondreau was reelected by acclamation as MISALC Treasurer, and Branch 2184 Executive Vice-President Walt McGregory was reelected to the MISALC Executive Board. By virtue of his receiving the highest vote total among the candidates for the Executive Board, Walt becomes its chairperson for the next term of office. Carl Blassingame, Jr.

was also reelected by acclamation to a second term as MISALC President.

On the final day of the convention long time NALC activist and our current Branch 2184 Vice-President Joe Golonka was presented with the inaugural Daniel L. Florkowski Activist award in recognition of his decades of work on behalf of the NALC and letter carriers involving legislative and political affairs. Although involvement with politics and legislation can be tedious, Joe has always relished his advocacy of the NALC's legislative and political positions. The award is named after MISALC President Emeritus Daniel Florkowski, the longest serving President in MISALC history.

The next MISALC convention will take place on April 28-30, 2019 at the Great Wolf Lodge in Traverse City, Michigan.

## Details of the Tentative New NALC/USPS Contract Career Carrier Wages and Benefits

It always begins with "show me the money." So, here it is: Upon ratification, all career and non-career (CCA) letter carriers will receive a 1.2% general wage increase, effective November 26, 2016 paid retroactively. Some might ask "but didn't the old contract expire in May 2016, not November?" In response, keep in mind that annual general wage increases have been paid to City Letter Carriers in November for many years, for example the previous general wage increase that occurred in November 2015. Thus, even if the Contract had been settled at the time of original expiration date in May 2016, a general wage increase would almost certainly not have occurred until November. Additionally, there will be retroactively paid cost of living adjustments (COLA) that will apply to this interim period.

All career and non-career letter carriers will also receive a 1.3% general wage increase effective on November 25, 2017. Finally, and most significantly, all career letter carriers paid at the Grade 1 level (CC-1) will be upgraded to Grade 2 beginning on November 24, 2018. Additionally, all career let-

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ter carriers already paid at the Grade 2 level (T-6 carriers) will receive 2.1% additional compensation for all paid hours, also effective on November 24, 2018. Thus, the current additional T-6 pay differential will be maintained.

All career letter carriers will also receive seven cost of living adjustments (COLAs) during the life of the proposed Contract. The first two of these, effective May 3, 2016 and March 4, 2017, total \$354 annually and will be paid retroactively. Additional COLAs under the proposed Contract will be effective in September 2017, March 2018, September 2018, March 2019, and September 2019. The amounts of these adjustments will be determined based on the existing Consumer Price Index (CPI) formula, using July 2014 as the base month. All COLAs will be applied to the two pay tables for career carriers in the same manner as the previous (2011 – 2016) National Agreement.

**City Carrier Assistant (CCA) Pay**

Beyond the 1.2% and 1.3% general wage increases paid to all career and non-career carriers as discussed above, CCAs will also receive additional wage increases of 1.0% effective on November 26, 2016 (paid retroactively), November 25, 2017, and November 24, 2018. These additional increases will be paid in lieu of COLAs for CCAs.

The tentative agreement also establishes step increases for CCAs. In addition to the wage increases described above, CCAs will receive a 50 cents an hour raise after 12 weeks of service and an additional 50 cents an hour increase after 40 additional weeks of service. These step increases will be paid retroactively to all CCAs with paid hours since November 26, 2016. For example, a CCA that had already completed 52 weeks of service as of November 26, 2016 would receive a \$1.00 per hour raise, effective on that date and paid retroactively.

The net result of these general CCA wage increases, plus the additional 1.0% increases in November 2016, 2017, and 2018, and the new CCA

step increases after 12 and 52 weeks of service will be a substantial increase in overall CCA pay.

**Step Advancement for Former Transitional Employees with two or more years of Creditable TE Service**

Effective on May 26, 2018, former Transitional Employees (TEs) that had two or more years of creditable service as TEs will be advanced additional steps on Table 2 of the letter carrier pay scale, based on their length of service as TEs after September 29, 2007. Former TEs with two or more years but less than three years of creditable TE service will be advanced one additional step. Former TEs with three years but less than four years of creditable TE service will be advanced two additional steps. Former TEs with four years but less than five years of creditable TE service will be advanced three additional steps. Former TEs with five or more years of creditable TE service will be advanced four steps.

**Additional CCA Workforce Issues**

Upon ratification of the proposed Contract, there would be a one-time conversion to career status of CCAs with a relative standing date at least 30 months prior to the Contract ratification date and that are working in USPS installations with more than 100 work years. The term "work year" is defined as an employee that has 2080 paid hours in a year and thus is considered fulltime. Both the Postal Service and the NALC have data that determines the qualifying USPS installations.

In the largest (200 work year or more) installations, eligible CCAs would be full-time regular career status in their installation. In installations with more than 100 but less than 200 work years, eligible CCAs would be converted to part-time flexible career status in their installation rather than waiting to be converted to full-time career status as a CCA. This means that the career employee category of part-time flexible is being brought back to the letter carrier craft, at least on a limited scale.

The NALC and USPS have also agreed to consider the possibility of another one-time conver-

sion after one year, and have also agreed to address situations where CCAs are working in smaller offices and have no clear path to a career opportunity.

The tentative agreement provides for six paid holidays for CCAs. These paid holidays are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. CCAs working in Branch 2184-represented post office installations will receive either six or eight hours of holiday pay, depending on the size of the installation where they work.

The agreement also requires the NALC and the USPS to negotiate choice and incidental leave selection provisions for CCAs during local implementation (Article 30), which is scheduled to take place during a 30-day period from October 16 through November 14, 2017. It establishes an alternate dispute resolution process for impasses related to CCA leave selections prior to utilizing arbitration to settle these issues.

## Health Insurance

Under the proposed agreement, in 2017 there will be no change in the Postal Service's share of premium costs for career carrier's health insurance, which is currently 76 percent of the weighted average Federal Employee Health Benefit Program (FEHBP) plan premium, and capped at 79.25% of any given plan's premium. The Postal Service's share of premium costs will decline by a total of three percent over the term of the tentative agreement, decreasing to 74% in 2018 and 73% in 2019. Of note, over the course of the entire contract the Postal Service's share of the premium costs will remain higher than that paid by other federal agencies that participate in the FEHBP.

Branch 2184 members should be aware that the exact bi-weekly impact of these health insurance premium changes will depend upon the plan a letter carrier enrolls in, but in all cases it represents only a small fraction of the of bi-weekly pay increases provided by the tentative agreement. Thus, claims that the negotiated wage increases and COLA in the proposed Contract will be directly "offset" by increased

health insurance premium contributions are patently false.

For CCAs, the tentative agreement maintains the Postal Service's bi-weekly contribution of \$125.00 toward self-only coverage in the USPS Non-career Health Plan. However, it significantly increases the Postal Service's contribution toward self-plus-one and self-and-family coverage in that plan beyond the current \$125.00 bi-weekly. For CCAs in their initial year of employment, the USPS will pay 65% of the premium costs. For CCAs in their second year of employment and beyond, the Postal Service share would increase to 75% of the total premium.

## Job Security Protections for Letter Carriers

The tentative agreement retains the current no-layoff clause that protects letter carriers after six years of service as career employees. Additionally, if the proposed contract is ratified, existing prohibitions against contracting out city letter carrier work would be continued for the duration of 2016-2019 Contract.

## Article 8 (Overtime) Improvements

The tentative agreement modifies Article 8 provisions regarding letter carriers that have signed the regular Overtime Desired List (ODL). All overtime, regardless of whether it was worked on a letter carrier's own route, will count toward equitability for regular ODL carriers. This practice was tested during certain periods of the previous National Agreement and it would become a permanent part of the new agreement, if ratified. Additionally, management would be required to post equitability totals on a weekly basis, rather than quarterly.

A Memorandum of Understanding (MOU) is incorporated into the proposed agreement to continue to allow the local parties to develop a process where employees that transfer from another installation or who are converted to full time following the quarterly sign up periods to place their name on the regular ODL or the Work Assignment Overtime

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List. Existing agreements pursuant to previous versions of this MOU, including those already adopted in all Branch 2184-represented offices, will remain in effect.

### **Joint Workplace Improvement Process**

Recognizing the widespread prevalence of workplace disputes and stressful working environments in many post office stations, the tentative agreement also includes a Memorandum of Understanding (MOU) on improving workplace culture. The NALC and the Postal Service have agreed to establish a Joint Workplace Improvement Process to address a number of issues to provide safe, efficient work environments in which employees are treated with dignity and respect. Details of this MOU can be found on page 169 of the Contract book that members will receive with their ballot.

### **Recently Retired Letter Carriers**

Letter carriers who have retired since September 3, 2016 will also receive applicable retroactive pay adjustments. The amount received will depend on the date of retirement. Accordingly, the Office of Personnel Management (OPM) will also make any necessary annuity adjustments due to the retroactive pay increases.

### **Additional Information**

The information provided in this summary of the tentative contract agreement between the NALC and the Postal Service is by no means all-inclusive. Branch 2184 members are again urged to take time to learn more about and to fully understand not only this information, but other important information about the work rules negotiated with the USPS and that are contained within the 43 Articles of the proposed National Agreement as well as applicable USPS Handbooks and Manuals.

Additional information regarding the tentative 2016-2019 National Agreement can also be found on the NALC App, on the NALC National website ([www.NALC.org](http://www.NALC.org)), in the June 2017 issue of

*The Postal Record*, and in the NALC Bulletins that should be posted on union bulletin boards in each of our stations. As always, knowledge is power. Acquire that knowledge and use it well!

*Mark Judd, President*

*Walt McGregory, Executive Vice President*

*Joe Golonka, Vice-President*

*Cathy Tondreau, Financial Secretary-Treasurer*

## **VP's Report**

### **Smile and File**

During the past several decades Branch 2184 has developed and implemented a number of specialized services for our members, including comprehensive assistance with retirement and also with the injury compensation process. We have more recently added a Uniform Bank to assist our newest CCA members, and our Branch officers and stewards often will go well beyond their regular duties to assist members and their families with an endless variety of issues. We are proud of our member services, which are made possible by access to resources which are only possible in a merged NALC Branch. There is strength in numbers, a strength which transcends the power of our voices.

However, I have often commented to our stewards as well as to individual members that as important as the Branch's member services are, they are entirely secondary to our core mission and our fundamental purpose as a Union. This is the consistent enforcement of and the uncompromising defense of letter carrier contractual rights. In fact, if we only had the resources to do one thing, it would be contract enforcement. Branch 2184 members can be rightfully proud of our long-established reputation for topflight representational services. This was already well-established as Branch 2184's first priority when I became involved as an NALC representative during the 1970s and it remains equally so today.

Unfortunately there is one thing that no union can prevent from occurring no matter how diligently it defends the rights of its members. Contract viola-



tions on the part of the Postal Service remain rampant in many stations and they exist at least to some extent everywhere. Our Branch's officers and stewards are often asked "can they do that?" in response to management behavior that blatantly violates our labor contract. The answer in nearly all instances is "yes, they can." Limited exceptions do exist such as management instructions that could be injurious to an employee's health or safety, or that violate existing law, or that are demeaning to the employee.

Instead, the much more pertinent question in such situations is "what are you going to do about it?" Letter carrier contractual rights ONLY exist if there is also a process for obtaining remedy for the violation of these rights. That process is known as the grievance-arbitration procedure, as defined in Article 15 of our Collective Bargaining Agreement. The Dispute Resolution Process, as it has been known since 1998, defines the procedure for responding to management conduct which violates the contract.

### **The Pursuit of Contractual Justice**

Although Branch 2184 Stewards can and do initiate grievances in response to management's contract violations, especially those of a broader and more widespread nature, in many instances it is incumbent upon an individual letter carrier whose rights have been violated to initiate the process. This is really quite straightforward in nature. It always begins with a request to meet with your station steward or alternate steward if the regular steward(s) are not available. This meeting should take place immediately if possible, and in 95% of all instances it should occur within two hours of the request. In rare instances where it is legitimately not possible for this meeting to occur on the same day as the request, both the requesting carrier and the steward should be advised about when this meeting will take place.

Be aware that management's desire to save work hours or other contrived reasons are NOT valid excuses for delaying or denying a union representation request. The willful delay or denial by manage-

ment of a steward meeting request made by a letter carrier is itself a common contract violation committed by management. Unsure if management's behavior or actions constitute a contract violation? Request to meet with your steward, and he/she will advise you after a review of the facts and circumstances pertaining to the issue. The Branch 2184 office can also be contacted about the issue if a steward is unavailable.

Some matters should automatically be responded to with grievances, with NO exceptions. Examples of these include ALL disciplinary actions of any nature issued by management, regardless of the circumstances. Other "automatic" grievance issues should include any medical documentation demand by management for an absence of three work days or less; any instance of off-assignment overtime worked by a Non-ODL or Work Assignment ODL carrier under the guise of a so-called "pivot;" and ALL instances of abusive and demeaning management conduct, regardless of the circumstances.

There are of course many, many additional issues that warrant a grievance response, including but by no means limited to holiday scheduling violations, improper denial of leave requests, safety issues, mishandling and obstruction of employee injury claims, and issues involving assignments, scheduling, and opting (hold downs). Frequent violations involving other aspects of overtime work also occur. Historically about one of every three grievances in Branch 2184 involves some aspect of the assignment of overtime.

Your steward and/or the Branch office will advise you regarding the Contractual impropriety of management's actions as well as suggest an appropriate remedy for contract violations that do occur. Also keep in mind that any grievance must be initially discussed with a supervisor within 14 days of when the grievant or the union first became aware of the issue or would reasonably be expected to have become aware.

**Finally, it is imperative that you, the grievant, fully participate in the development and pres-**

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**entation of your grievance.** Be sure to provide your steward with a statement and with all other pertinent information. Most of all ALWAYS make it a point to be present and to fully participate in the initial informal Step A grievance meeting with your steward and the supervisor. **It's your grievance, and you cannot be excluded from the initial grievance meeting except at your own request,** which should be in writing if you choose to forego participating. Management has violated YOUR rights, and you should make them pay for this in every contractual and legal way possible.

There is no contractual right without an appropriate remedy, and there is neither right nor remedy unless contract violations are timely pursued by aggrieved letter carriers and their union representatives. So don't get mad. Just smile and file!

-- Joe Golonka  
Vice-President

## Contract Corner:

**Q: How long does management have to provide me with time to meet with my steward after I request union representation?**

**A:** This subject has long been an issue of contention and misinformation on the part of management, who frequently attempts to delay and obstruct letter carrier requests for union representation. The Collective Bargaining Agreement, specifically Article 17, section 3, reads in part, that "such requests shall not be unreasonably denied." Additionally, a Postal Service document that is commonly known as the "Charters Memo" further defined this issue in the following manner: "Reasonable, in our opinion, dictates that in most cases, the grievant and steward should be able to discuss the grievance without delay but 95 percent of the time within two hours of the request. While circumstances will sometimes necessitate a delay of more than two hours, normally the delay should not extend beyond the tour of duty in which the request is made."

What this means is that management should normally comply with a letter carrier's request to meet with their steward at the time that request is made, and if this meeting is delayed it should be no more than two hours from the time of the request. Additionally, if management fails to immediately provide steward access to a requesting carrier, they should advise both the carrier and the steward as to when this time will be provided. Finally, management is also prohibited from determining in advance how much time is necessary for a letter carrier and steward to meet. If cutting short a meeting between a carrier and their steward, management must also advise both as to when the remaining time necessary will be provided.

**Q: Management told me that I only have 5 minutes after returning from the street to perform required office duties. Is that true?**

**A:** NO, that is not in any manner true. There is NO existing Contractual work rule nor any USPS handbook or manual reference whatsoever that mandates any sort of "5-minute" PM office time allowance. Thus, any such claim on the part of management is entirely mythical in nature. In fact, all letter carriers should always be allowed to take all time that is reasonably necessary each day to perform all required PM office duties. This includes but is not limited to obtaining clearance for accountable items, as well as properly endorsing, routing and disposing of any undeliverable mail, and if necessary completing PS form 1571 – Report of Undelivered Mail. See the M-41 Handbook (City Letter Carrier Duties and Responsibilities), Chapter 4 for a detailed discussion of all required PM office duties.

**Additionally, all Branch 2184 represented letter carriers have 5 minutes of contractually guaranteed wash up time.** Specifically, Item #1 of the Branch 2184 Local Memorandum of Understanding (LMOU) provides that "**All letter carriers will be granted up to 5 minutes daily for washing up after performing dirty work or incident to personal needs.**" Typically this occurs at the end of day following six or seven hours (or more) of work deliv-

ering mail. Thus, management's mythical "5 minutes" of PM office time is actually only enough to cover the contractually negotiated allowance for wash up time – without even considering the required PM office duties that all letter carriers must perform.

**Q: My supervisor said that I was allowed one minute to deliver a parcel. Is that true?**

**A:** That is most certainly NOT true. There is no set time allowance for ANY function that a letter carrier performs while delivering mail, including the delivery of parcels. As with all street duties, it takes whatever it takes to provide safe, accurate, efficient, and professional customer service. Thus, the specific amount of time needed to deliver a parcel or to deliver mail to a house or to perform any other delivery function cannot ever be determined or quantified in advance.

To reiterate, there is no specific time value assigned to any aspect of letter carrier delivery duties. For example, there is no set pace that a letter carrier is required to walk at and there is no set number of deliveries that must be made within a given timeframe. Instead, a letter carrier is simply required to perform his or her duties efficiently, meaning that he or she should work conscientiously but always with safety and accuracy first and foremost in mind. The time necessary to do this is once again merely whatever it takes, no more and no less. Letter carrier work is certainly demanding and it requires focus and attention, but is otherwise straightforward in nature. Unfortunately, it is Postal Service management that attempts to turn everything into a pathetic and childish game.

**Q: Is a Letter Carrier that is on the Overtime Desired List required to fill out a PS Form 3971 if they don't want to work overtime?**

**A:** No. that is an entirely improper practice and an inappropriate use of a 3971. This Postal Service form is specifically and only used for leave requests and notifications – sick leave, annual leave, or leave without pay (LWOP). It has no valid purpose or

function for any other reason. In situations where management has allowed an ODL carrier to decline an overtime assignment, this declined overtime opportunity can be and should be noted and recorded as part of the quarterly overtime tracking requirements for purposes of determining equitability. However, this should not be done through the use of a leave form that has no relevance or applicability to overtime work.

Also keep in mind that letter carriers that have signed an Overtime Desired List generally do not have the contractual right to refuse an overtime assignment to begin with. Signing an overtime list brings with it an obligation to work overtime when and where assigned by management. The only exceptions to this requirement are found in Article 8, section 5.E of the Collective Bargaining Agreement, which allows for employees to be excused from overtime work "in exceptional cases based on equity." Examples include (but are not limited to) birthdays, anniversaries, illness, and deaths. The words "based on equity" mean that the same exemption that is granted to one letter carrier must also be granted to another carrier under same or similar circumstances.

### The Weingarten Declaration

"If the discussion I am being asked to enter could in any way lead to my discipline or termination or impact my personal working conditions, I ask that a union steward, representative or officer be present. Unless I have representation I respectfully choose not to participate in this discussion."

Keep in mind if you do not **REQUEST UNION REPRESENTATION**, then you are considered to have waived this valuable right.

**OUR ADVERTISERS ARE YOUR FRIENDS  
MENTION YOU SAW THEM  
IN OUR NEWSLETTER.**

## Attend Your Branch Meetings

### Branch Meetings

August (No Meeting)

Sept 6th, 2017

7:30 pm @ Union Hall

### Retirees Meetings

August (No Meeting)

Sept 13th 2017

12:30 pm @ Union Hall

### Stewards Meetings

Tuesday July 11th

Monday July 18th

Tuesday August 8th

Monday August 14th

7:00 pm @ Union Hall

Labor Day Parade

Monday September 4th

## Branch 2184 Web Site

[www.nalc2184.org](http://www.nalc2184.org)

Retirement Publications

CSRS & FERS Annuity Payments

OWCP Information

Branch Calendar

"FMLA" forms

Carrier Pay Chart

Online Forms 3971, 3996, 3189

CCA Information

### Steward Resources:

Grievance Forms

Grievance Guidelines

Grievance Issue Statements

National Agreement

Defenses to Discipline

JCAM, MRS, M-39, M-41

2184 Memo of Understanding



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- Brookfield provides assistance for Conventions, Seminars, and Charity fund raising events!

### Contact Your Brookfield Representative!

**Robert Kreager**

Branch 2184 Retired

1802 Ford Blvd. Lincoln Park, MI 48146-3956

313-386-0527 (voice) 313-386-4037 (fax)

# Branch 2184 2017 Scholarship Application

## Qualifications:

1. Must be a dependent child of a Branch 2184 member in good standing (active or retired) or a child of a member now deceased.
2. Applicant's parent must be a member in good standing of Branch 2184 for at least one (1) year prior to making application, with the exception of children of members now deceased who were previously members in good standing of Branch 2184 at the time of their death.
3. Must be a high school senior, high school graduate, GED recipient, or attending college or technical school (undergraduate) at the time of submitting the application, and attending an eligible school in the fall. \*\*
4. Only one application per child per year. Only one scholarship per family will be awarded each year.
5. Student must have maintained a 2.0 grade point average or above. A copy of grade transcript or equivalent must accompany application for scholarship.
6. If the NALC parent of a successful applicant is suspended by the Branch or makes an application for a supervisory position before monies are paid, the scholarship will be cancelled. Children of members who have applied for a supervisory position are excluded from making application for two (2) years following withdrawal of the supervisory application.
7. Students with full scholarships are not eligible.
8. Eligible schools: accredited and licensed colleges, trade schools, community colleges and schools of higher education only. The institution's eligibility shall be determined by the scholarship committee.
9. All decisions of the scholarship committee will be final.

**\*\* TO BE ELIGIBLE TO APPLY FOR THIS SCHOLARSHIP YOU MUST BE ENROLLED IN OR ENTERING AN ELIGIBLE SCHOOL FULL OR PART-TIME IN THE FALL OF 2017.**

## Awards:

1. The scholarship committee shall award the scholarships by random drawing of all eligible applicants.
2. Scholarships will be on a yearly basis and will be awarded at the October monthly meeting.
3. Scholarships will be awarded in allotments of \$500.00. Four (4) scholarships of \$500.00 shall be allocated.
4. Four (4) alternates will be selected in the event that any scholarship winners are later ruled ineligible. The alternates' names will not be disclosed.
5. The scholarship will be disbursed to the student when a copy of a receipt for tuition, room and board, or books is provided to the committee. The student must be full-time or part-time as established by their school or college.

Member's Name:		Member's Phone Number:	
Member's Station:			
Applicant's Name and (Date of Birth):		Name of School:	
Address:		Address:	
Signature of Member:		Date:	
Signature of Applicant:		Date:	
Signature of Steward or Officer:		Date:	

**THIS APPLICATION  
MUST BE MAILED TO  
THE FOLLOWING  
ADDRESS:**

SCHOLARSHIP COMMITTEE  
BRANCH 2184, NALC  
6969 Monroe  
Taylor, MI 48180-1815

**Applications  
Must be Received by  
SEPTEMBER 25, 2017**

# Letter Carrier Political Fund Contributors

## Belleville

- ✓ Gregory Bodziak
- ✓ Bruce Prevost
- ✓ Lynn Taylor (R)
- ✓ Cindy Trzeciak (R)

## Dearborn Main

- ✓ James Bryant
- ✓ Darryl Clay
- ✓ Symone Coleman
- ✓ Wanda Ellison
- ✓ Lisa Franklin
- ✓ Yvonne Jackson
- ✓ Patricia MacDonald
- ✓ Ted Nowc
- ✓ Robert Panchenko (R)
- ✓ Ed Waldon
- ✓ Tammy Wheeler
- ✓ Leonard Zawisa (R)
- ✓ Margaret Zywicki (R)

## Dearborn Annex

- ✓ Timothy Bailey
- ✓ Mark Cornett
- ✓ Sherry Garcia
- ✓ Joe Garcia
- ✓ Mark Judd
- ✓ Thomas Klecha
- Joanne Kuzala
- ✓ Roderick LeLental (R)
- ✓ Melvin MacDonald
- William Mather (R)
- ✓ Jackie McGregory
- ✓ Rosemary Miller
- ✓ Karen Regentik (R)
- Brian Rodden (R)
- ✓ Darren Smith
- ✓ Jerry Taylor
- ✓ Cathy Tondreau (R)
- ✓ Steven White

## Dearborn Heights

- ✓ Jim Hales
- ✓ Jerry Holowka
- ✓ Ian Mair (R)
- James Powell (R)
- ✓ Scott Russell
- ✓ Alan Swintek
- ✓ Christopher Tostige
- ✓ Denise Viola
- ✓ James Wolstencroft

## Dundee

- ✓ Jerome Mannlein (R)

## Flat Rock

- ✓ Lillian Bogosian

## Grosse Isle

- ✓ Christopher Biegalski
- ✓ Kimberly Bumbul
- ✓ Mary Renaud
- ✓ Gloria Warthen

## Inkster

- Phil Ashford
- ✓ Thad Dillard
- ✓ Scherrie Lacey
- Calvin Simmons (R)

## Lincoln Park

- ✓ Thelma Balogh (R)
- Rodney Bonner
- ✓ Laura Fitzgerald
- Gary Gore
- Jennifer Green
- ✓ Paula Hall
- ✓ Ronald Hausch (R)
- Patricia Manning (R)
- Timothy Manning (R)
- William Mason (R)
- Donald Massey
- ✓ Nicole Pace

- ✓ Karen Purvis

- ✓ David Reise

- ✓ Barbara Scaggs (R)

- ✓ Scott Watts

## Monroe

- ✓ Jacqueline Belman

- ✓ Chris Carmon

- ✓ Joanna MacKinnon

- ✓ Kenneth Masserant (R)

- ✓ Erik Venzke

## Northville

- ✓ Keshya Boudreaux

- ✓ Elizabeth Bays

- ✓ Janice Mitchum

- ✓ Valerie Watkins

## Plymouth

- ✓ Heather Childers

- ✓ James Crossey (R)

- ✓ Mary Farrari (R)

- ✓ Tiffani Howell (R)

- ✓ Patricia Linna (R)

- ✓ Gary Macioce

- ✓ Kristie Nelson

- ✓ Ricky Rosales

- ✓ Robert Venning

## Rockwood

## Taylor

- ✓ Patricia Davis (R)

- Dawn Gable

- ✓ Roger Gilliam

- ✓ James Kelly (R)

- ✓ Walter Modelski (R)

- ✓ Bob Parisi

- ✓ Ryan Judd

- ✓ Bob Sedore (R)

- ✓ Irene Sly (R)

- ✓ Michele Szafran
- Janie Youtsey

## Temperance

- ✓ Kari McLachlin

## Trenton

- ✓ Anthony Conley

- ✓ Dwayne Conley

- ✓ Gwenn Heffinger (R)

- ✓ Tracy Mitchell

- ✓ Casey Pennington

## Westland

- ✓ Arnita Adams

- ✓ Bertha Battista

- ✓ Lori Boljesic

- ✓ Felicia Bryant

- ✓ Albert Gilliespie

- ✓ Cynthia Harris

- ✓ Margaret Jackson

- Katrina Jones

- David Marshall (R)

- ✓ Walter McGregory

- ✓ Ladonna Miller

- ✓ Vina Stacy

## Canton

- ✓ Joe Golonka (R)

- ✓ Bonnie Price (R)

- ✓ Tyler Haverstick

- ✓ Ramon Robinson

## Ypsilanti

- ✓ Paul Bordine

- ✓ Timothy Bowsher (R)

- ✓ Alan Grajczyk

- ✓ Tanisha Payne

- ✓ Larry Rowland (R)

- ✓ Randall Sano (R)

- ✓ Michael Tredway

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✓ Check mark indicates you are signed up for automatic contributions.

R - Indicates retired members.

**GIMME 5**



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## **Branch Uniform Bank Now Open!**

As our new CCA Brothers and Sisters join us as new members, Branch 2184 is asking our retired and active carriers to donate new or used uniforms that they no longer need. If you would like to donate please bring them to the Branch office or give them to your Steward to drop off.

Thank you to **Walter McGregory** (Westland), **Jackie McGregory** (Dearborn Annex), **Tom Rauch** (Taylor retired), **Nancy Cadarin** (Ypsilanti), **Jeanie Youtsey** (Taylor retired), **Jim Finley** (Dearborn Annex retired) for their donations.

Lets make our new members feel welcome.

For more information call  
**313-295-1640**

## **Allie Brothers Uniform Store**

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# Branch 2184 - 2017 Food Drive Results

Office	2016	2017	Office	2016	2017
Belleville	9,320	9,631	Northville	19,850	29,250
Dearborn Main	9,683	11,908	Plymouth	13,000	19,242
Dearborn Annex	10,000	21,176	Rockwood	3,067	2,358
Dearborn Heights	13,000	19,800	Taylor	27,000	24,500
Dundee	2,950	2,144	Temperance	15,120	7,329
Flat Rock	4,200	6,450	Trenton	9,200	8,675
Grosse Ile	1,554	2,000	Canton	16,136	27,113
Inkster	2,100	2,325	Westland-Wayne	29,111	33,983
Lincoln Park	14,000	21,312	Ypsilanti	30,139	27,727
Monroe	18,881	23,158	<b>Grand Total</b>	<b>248,311</b>	<b>310,081</b>



BRANCH 2184 • WESTERN WAYNE COUNTY, MI  
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 Taylor, MI 48180

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