

Branch 2184 ... "Speaks"

Official Publication of Branch 2184, NALC, AFL-CIO

November/December 2020

President's Report

A TENTATIVE NALC/USPS CONTRACT AGREEMENT!

Following more than 17 months of negotiations with the Postal Service, which included navigating the challenges of a pandemic and which also occurred against the backdrop of politically motivated attacks on letter carriers and the Postal Service itself, a tentative settlement has been reached on a new Collective Bargaining Agreement.

The proposed new contract was announced by the NALC on Wednesday, November 25. The tentative agreement is 44 months in duration, retroactively effective back to September 21, 2019 and expiring on May 20, 2023.

A detailed overview of the pertinent provisions of the proposed new Contract can be found later in this article. As background, this is the 15th 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. The inevitable result was a badly underpaid work force that 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. The intention was for the USPS to become a self-funded delivery business even while maintaining its mandate to provide postal delivery service to every address in the United States.

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Branch 2184

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National Association

of Letter Carriers

AFL - CIO

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Office Hours:

9:00 a.m. - 5:00 p.m.

Monday through Friday

Calendar

Branch Meetings:

January 6th, 2021

(7:30 p.m. - Union Hall)

Retirees Meetings:

January 13th, 2021

(12:30 p.m. - Union Hall)

Due to COVID 19 meetings

could be cancelled

December meetings (Cancelled)

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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.

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Contract Agreement

Some Contract History

Of the previous 14 labor contracts over which the NALC has engaged in collective bargaining with the United States Postal Service, seven have been negotiated settlements that were subsequently ratified by the union's active members. The other seven were interest arbitration awards that were issued by National Arbitrators, most recently the contract award that was issued by National Arbitrator Shyam Das in January 2013.

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

In general, it is usually better to attain a negotiated settlement whenever this is possible. Sometimes it will not be possible. Both parties bargaining in good faith and making reasonable compromises when necessary creates the foundation for most kinds of successful negotiation. However, there can be and sometimes there are outside factors that will impede this otherwise noble ambition.

Other Important Information

The proposed agreement announced on November 25 will be sent to all active (non-retired) NALC letter carrier members along with a ratification ballot. With the previous negotiated (2016-2019) contract, all active letter carriers having at least 90 days of membership in the NALC at the time of the tentative agreement were eligible to receive a copy of the agreement and a ballot. It is anticipated that eligibility rules with the current tentative agreement will be the same or similar. All eligible 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 agreement 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 proposed contract. Never make any decisions based on what "somebody said." Always take the time to find out for yourself.

Additionally, the copy of the proposed Collective Bargaining Agreement that you receive is yours to keep for reference anytime you wish. Bring it to work with you and make sure management sees that you have it. Knowledge is power, especially in the workplace.

Non-members will have no say whatsoever in this process and they will not receive a copy of the proposed agreement or a ratification ballot. Retired members will not receive ratification ballots because the National Agreement only covers economic and workplace issues that apply to those 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 negotiations and and/or mediation could occur, or the interest arbitration process which had already begun but has been suspended pending the outcome of the ratification process would be resumed and completed. The choice to approve or disapprove the proposed agreement will be yours, and again, this should be an informed decision that is based on accurate information from trusted and verified sources.

Please keep in mind that the tentative agreement is NOT yet in effect and that the terms

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Contract Agreement

of the previous (2016-2019) Contract remain fully applicable to all workplace matters until the proposed new Contract is ratified by active NALC members.

The following is a summary of many of the pertinent details of the tentative agreement reached between the NALC and USPS. Please keep in mind that the NALC/USPS collective bargaining agreement covers MUCH more than just the subjects discussed below.

Letter Carrier Wages and Benefits – Show Me the Money!

General wage increases

All letter carriers, career and non-career alike, will receive four wage increases under Article 9 as follows:

- 1.1 percent effective Nov. 23, 2019, paid retroactively.
- 1.1 percent effective Nov. 21, 2020, paid retroactively.
- 1.3 percent effective Nov. 20, 2021.
- 1.3 percent effective Nov. 19, 2022.

CCAs will receive additional wage increases of 1 percent on these four dates for a total of:

- 2.1 percent on Nov. 23, 2019 (paid retroactively);
- 2.1 percent on Nov. 21, 2020 (paid retroactively);
- 2.3 percent on Nov. 20, 2021;
- 2.3 percent on Nov. 19, 2022.

These additional 1 percent increases will be paid in lieu of COLAs for CCAs.

More on forthcoming retroactive payments to active and recently retired carriers can be found below.

Cost-of-living adjustments for career letter carriers

All career letter carriers will receive seven COLAs based on changes in the Consumer Price Index (CPI-W) using the existing COLA formula and the July 2019 CPI-W as the base month. The first two will be paid retroactively:

- The first COLA will be \$166 annually effective Feb. 29, 2020, paid retroactively.
- The second COLA will be \$188 annually effective Aug. 29, 2020, paid retroactively.

The remaining five will be paid in the future as follows:

- The third COLA will be effective March 2021.
- The fourth COLA will be effective September 2021.
- The fifth COLA will be effective March 2022.
- The sixth COLA will be effective September 2022.
- The seventh COLA will be effective March 2023.

The COLAs will be applied to the two pay tables for career city carriers in the same manner used in the 2016 National Agreement.

Important: Do NOT expect to see the retroactive pay (for two wage increases and two COLAs) until well into 2021. This is because 1) the proposed agreement must still be ratified and will become effective after that, and 2) retroactive pay for EACH of about 200,000 USPS City Letter Carriers must be individually calculated. This

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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.

**Remember the magic words --
“I WANT TO SEE MY STEWARD”**

will be based on pay rates, paid work and leave hours, holiday pay, and premium pay (overtime) hours.

Wage schedule changes

The proposed contract provides for the addition of a new top step to NALC pay Tables One and Two on Nov. 19, 2022. The new career Step P will be \$444 annually greater than Step O. Carriers with at least 46 weeks in Step O on Nov. 19, 2022, will advance to Step P. Those with fewer than 46 weeks will advance to Step P upon reaching 46 weeks in Step O.

Effective June 19, 2021, the CCA Step CC hourly pay rate (currently \$17.29) will be eliminated, and CCA Step BB and its higher pay rate (currently \$17.79) will become the new entry step for newly hired CCAs.

A new PTF Step AA, with a waiting period of 46 weeks to PTF Step A, has been created as the starting wage for CCAs converted to career under the new 24-month automatic conversion. The hourly pay of PTF Step AA will equal the hourly pay of Full-time Regular Step A.

Other Important Aspects of the Proposed Agreement

New 24-month automatic conversion of CCAs to career status

While the Postal Service will maintain additional CCAs afforded to it under the Sunday package formula mutually agreed to during the previous contract, all CCAs in every size office who would have otherwise continued as non-career employees after 24 months of relative standing will now be automatically converted to career status.

Those CCAs who have reached 24 months of relative standing without being converted to career will be converted to part-time flexibles and placed in a new PTF Step AA in Table Two. The Step AA hourly rate will equal the Full-time Step A hourly rate, and the waiting period in PTF Step AA to PTF Step A will be 46 weeks. Upon conversion to full time, regardless of the PTF step they are currently in, PTFs will be placed in the full-time step commensurate with their number of weeks as a PTF and retain

their time credit toward the next step.

Important: Please note that the threshold for automatic conversion to career PTF status is 24 months of relative standing. This means that the 24 months must occur in the same USPS installation. CCAs that choose to move to another USPS Installation begin a NEW period of relative standing in that installation.

Recently Retired Letter Carriers

Letter carriers who have retired over the last several months will receive applicable retroactive general wage increases and COLAs. The Office of Personnel Management will also make any annuity adjustments made necessary by the retroactive increases.

Health Insurance

In 2020 and 2021, there is no reduction in the Postal Service's share of premium costs for career letter carriers' health insurance (73 percent of the weighted average Federal Employees Health Benefits [FEHB] Program plan premium, capped at 76 percent of any given plan's premium). The Postal Service's share will decline by 1 percentage point to 72 percent in 2022 and 2023 and will be capped at 75 percent of any given plan's premium.

The biweekly impact of this Article 21 change will depend on which plans carriers enroll in, but will, in any case, represent a small fraction of the biweekly pay increases provided by Article 9 of the tentative agreement.

On health insurance for CCAs, the tentative contract maintains the Postal Service's biweekly contribution of \$125 toward self-only coverage in the USPS Non-career Health Plan for Plan Years 2020 and 2021. For CCAs who wish to select self-plus-one or self-and-family coverage under the USPS plan, the first-year contribution by USPS will be 65 percent in Plan Years 2020 and 2021, rising to 75 percent in their second year of service. However, effective in Plan Year 2022, the Postal Service will contribute 75 percent of the premiums for self only, self plus one or self plus family, regardless of the year of employment.

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Contract Agreement

Uniform Allowance

Increase in uniform allowance on May 21, 2021, to \$487 (5 percent increase from current rate) and on May 21, 2022, to \$499 (another 2.5 percent increase). Additional allowance credits for newly eligible employees have been increased by the same percentages.

Job Security Protections for Letter Carriers

The no-layoff clause that protects letter carriers after six years of service as career employees is retained in the tentative agreement, as well as the prohibitions against contracting out city carrier work.

Another Option for Full-time Letter Carriers who work their Holiday

Article 11, Sections 3 and 4 have been modified to now allow full-time employees who work their holiday to elect to have their annual leave balance credited with up to eight hours of annual leave in lieu of receiving holiday pay.

Other Notable Memorandums of Understanding (MOUs)

The new contract updated, revised and combined several Memorandums of Understanding (MOUs), continued dozens of others, and added several new MOUs on a variety of topics. Among the most notable new MOUs are:

MOU Re: Qualifying period-exception for City Carrier Assistants

CCAs with a minimum of 90 days of service prior to conversion to career status without a break in service are exempt from the Ninety-Day Qualifying Period in *ELM* 512.313, pertaining to using annual leave. Previously, all newly converted employees, regardless of time in service, were required to complete 90 days of employment as a career employee prior to being allowed to take annual leave.

MOU Re: Managed Service Point Scans

No later than 60 days from the ratification date of the 2019 collective bargaining agreement,

Managed Service Points (MSPs) will be removed from the street delivery portions of city letter carrier routes. The MSP program, now more than 20 years old, has long since outlived its dubious usefulness.

MOU Re: City Delivery and Workplace Improvement Task Force

This renamed MOU modifies the MOU Re: City Delivery Task Force and expands the role of the task force for the purposes of jointly seeking methods to improve the cultural and operational environment in city delivery offices.

MOU Re: City Carrier Uniform Task Force

Establishes a national-level task force to improve the efficiency and accessibility of the uniform program and to improving the overall quality of available uniform items in a cost-effective manner. The task force will also explore ways to incorporate improved materials and uniform designs into the uniform program while continuing to supply city carriers with sufficient uniform items.

MOU RE: Local Implementation

The local implementation period is scheduled for April 29, 2021, to May 28, 2021. During this 30-day period, the 22 Items listed in Article 30 of the contract as well as related matters in a NALC Branch's Local Memorandum of Understanding (LMOU) can be discussed by local NALC representatives and corresponding local USPS management representatives.

Examples of LMOU Items include but are not limited to the Branch's local leave program, holiday scheduling, health and safety, and matters pertinent to bidding on vacant assignments as well as temporary vacancies of 5 days or more (better known as opts or hold downs).

Of note, it is not mandatory that a Branch's existing local contract be opened for renegotiation. However, if either the union or management provides notification of intent to negotiate, then such negotiations must take place. If local negotiations do take place, Branch 2184 will be represented by a team chosen by the Branch President.

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Now it's Your Turn

In this pandemic-ridden time, the NALC has some logistical challenges putting together a ballot committee, as required by the NALC Constitution. However, they will get this done and every eligible active member will receive a copy of the proposed agreement and ballot. Please take some time to read it over, and not just Article 9 (Salaries and Wages). Then complete your ballot and return it in the envelope provided. It's that simple – and it's that important.

Then take that knowledge and awareness back with you into the workplace each day. Again, knowledge is power, but only if you have it and only if you use it.

-- Branch 2184 Officers and Stewards

Branch 2184 Web Site

www.nalc2184.org

Contract Agreement
 CSRS & FERS Annuity Payments
 Branch Calendar
 "FMLA" forms
 OWCP Information
 Carrier Pay Chart
 Online Forms 3971, 3996, 3189
 CCA Information
 2184 Memo of Understanding
 National Agreement
 Grievance Forms
 Grievance Guidelines
 Grievance Issue Statements
 Defenses to Discipline
 JCAM, MRS, M-39, M-41
 Covid 19 Information
 Retirement Information

January 18th

Martin Luther King



Postal Holiday



February 15th 2021
 Postal Holiday



Happy
 Holidays

Contract Corner:

Q: How is a Fulltime Letter Carrier's new annual leave balance determined each year?

A: At the beginning of each leave year, fulltime regular career letter carriers are advanced the annual leave that they are expected to earn during that year. The new annual leave balances typically do not appear on paystubs until a few pay periods into the year, but the newly credited leave is actually available to use beginning on the first day of the new leave year. In accordance with the Employee and Labor Relations Manual (ELM) section 512.12, the new leave year begins on the first day of the first full pay period within the new calendar year. Leave year 2021 begins on Saturday, January 2, 2021. Thus, on that date the newly advanced annual leave for 2021 is available to use.

The amount of annual leave advanced and credited at the beginning of the year depends on the carrier's leave earnings category, which is defined in the ELM section 512.311. Those the first category (0-3 years of creditable service) receive four hours of annual leave per 80-hour pay period, or 104 hours

for a 26 pay period year. Those in the second category (3-15 years of creditable service) receive six hours of annual leave per 80-hour pay period plus four additional hours in the final periods of the year, or 160 hours for a 26 pay period year. Those in the third category (15 or more years of creditable service) receive eight hours of annual leave per 80-hour pay period, or 208 hours for a 26-pay period year.

Career carriers with more than 15 years of creditable service will have two adjustments in their leave earnings category, at 3 years and again at 15 years. These adjustments nearly always occur sometime during the leave year, not coincident with the beginning of the leave year. When this occurs, as it does for nearly everyone, the leave advanced at the beginning of the year is prorated, with leave earned at the lower rate advanced for the number of pay periods it in effect, and the remaining pay periods of the year advanced at the higher rate, per the Employee and Labor Relations Manual (ELM) sections 512.311.b and 512.311.c.

An example is where a carrier attains three years of creditable service and goes from leave earnings category 1 to category 2 after the 20th pay period of the year (or about early October). The first 20 pay



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periods of annual leave for that year should be advanced at 4 hours per pay and the last 6 pay periods of annual leave for that should be advanced at 6 hours per pay. In this instance, the amount of advanced annual leave that year in January should be 116 hours. In January of the following year the same carrier should be advanced a full 160 hours because the entire leave year will be at the higher leave earnings category rate.

Q: I had a serious illness and used up my sick leave balance, and management began taking my annual leave. I did not authorize them to do so. Can they do that?

A: In this situation, management did NOT have the right to unilaterally begin taking your annual leave and they should have first ascertained whether you wanted to use annual leave or leave without pay (LWOP). Postal regulations in the Employee and Labor Relations Manual (ELM) section 513.61 provide that "If sick leave is approved but the employee does not have sufficient sick leave to cover the absence, the difference is charged to annual leave or to LWOP at the employee's option." This makes it

clear that the employee makes this determination, not management.

Additionally, if an absence related to a USPS employee's medical condition is covered by an approved and current Family and Medical Leave Act (FMLA) claim, it is always the choice of the employee concerning whether to use paid leave (sick or annual leave) or unpaid leave (leave without pay, or LWOP). The Employee and Labor Relations Manual (ELM) section 515.42 provides that "Absences that qualify as FMLA leave may be charged as annual leave, sick leave, continuation of pay, or leave without pay, or a combination of these. Leave is charged consistent with current leave policies and applicable collective bargaining agreements."

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By making a contribution to the Letter Carrier Political Fund, you are doing so voluntarily with the understanding that your contribution is not a condition of membership in the National Association of Letter Carriers or of employment by the Postal Service, nor is it part of union dues. You have a right to refuse to contribute without any reprisal. The Letter Carrier Political Fund will use the money it receives to contribute to candidates for federal office and undertake other political spending as permitted by law. Your selection shall remain in full force and effect until cancelled. Contributions to the Letter Carrier Political Fund are not deductible for federal income tax purposes. Federal law prohibits the Letter Carrier Political Fund from soliciting contributions from individuals who are not NALC members, executive and administrative staff or their families. Any contribution received from such an individual will be refunded to that contributor. Federal law requires us to use our best efforts to collect and report the name, mailing address, occupation and name of employer of individuals whose contributions exceed \$200 per calendar year. Any guideline amount is merely a suggestion, and an individual is free to contribute more or less than the guideline suggests and the Union will not favor or disadvantage anyone by reason of the amount of their contribution or their decision not to contribute.

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 **Mike Golles** (Dearborn Annex), **Kitty Maiale** (Dearborn Annex), **Jim Bowling** (Trenton), **John McDonald** (Canton), for their donations.

CCAs please contact your steward to get your size clothing from the branch

Lets make our new members feel welcome.

For more information call
313-295-1640

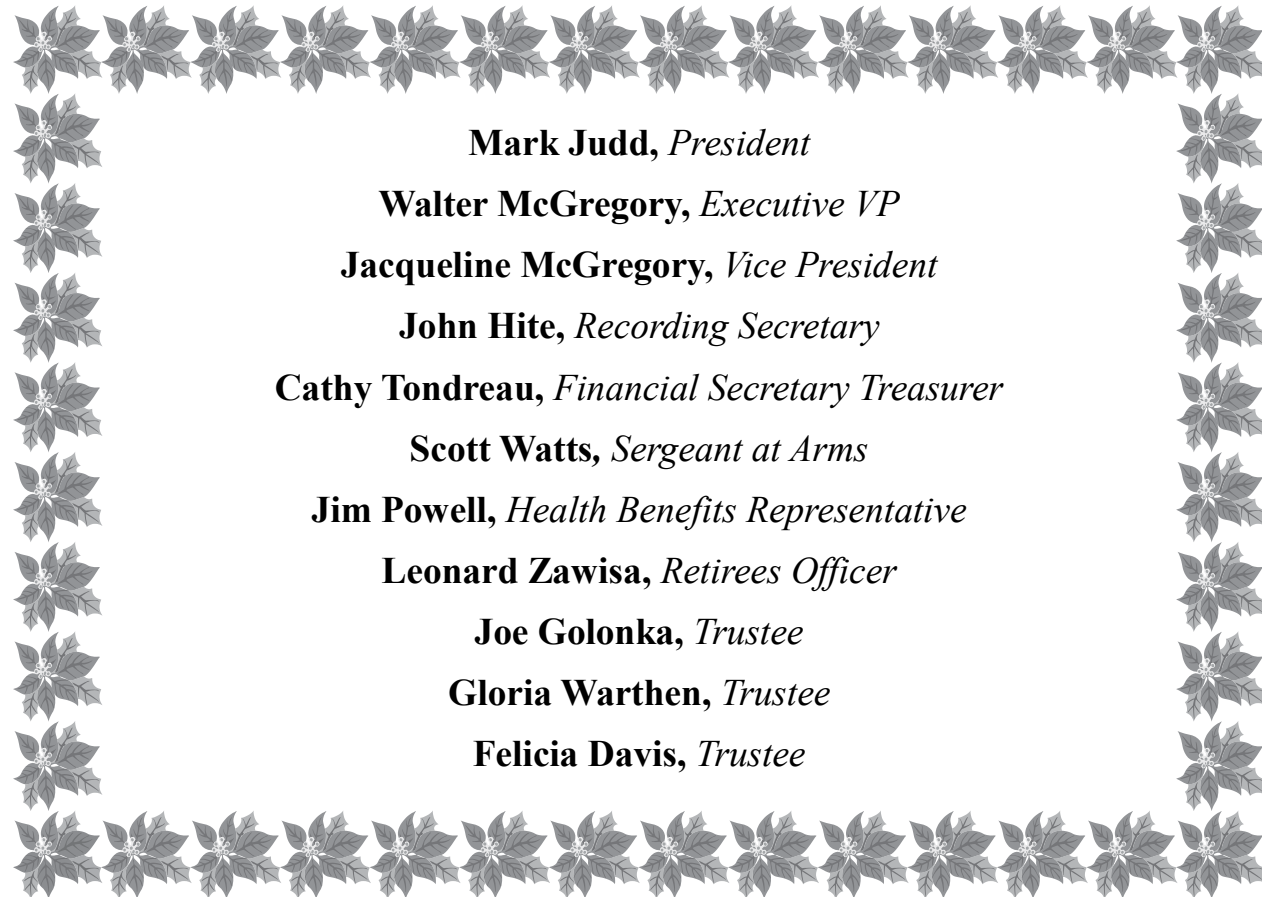


BRANCH 2184 • WESTERN WAYNE COUNTY, MI
NATIONAL ASSOCIATION OF LETTER CARRIERS • AFL-CIO
6969 Monroe
Taylor, MI 48180



The Branch 2184 Officers and Stewards would like to extend to you and your families best wishes for a happy and joyous holiday season and a healthy, happy and prosperous new year.

May you enjoy all the blessings of peace and liberty, and the benefits of the special strength that flows from solidarity.



Mark Judd, *President*

Walter McGregory, *Executive VP*

Jacqueline McGregory, *Vice President*

John Hite, *Recording Secretary*

Cathy Tondreau, *Financial Secretary Treasurer*

Scott Watts, *Sergeant at Arms*

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Leonard Zawisa, *Retirees Officer*

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Felicia Davis, *Trustee*