



## **MEMO To The Branch 2184 Leadership Council, January 11, 2022**

Walt McGregory  
Mark Judd  
Jackie McGregory  
Mel MacDonald  
Cathy Tondreau  
Jim Powell  
Phil Ashford  
Tracy Mitchell  
Gloria Warthen  
Felicia Davis  
Leonard Zawisa  
Joe Golonka  
Dave Reise  
Erik Venzke  
Kris Shaw  
Mark Owen  
Bryon Hendricks  
Jillian Hudgins  
Darryl Clay  
Symone Coleman  
Yvonne Jackson  
Karl Tamburro  
Denise Viola  
Shaun Fowlkes  
Lillian Bogosian  
Scherrie Lacey  
Scott Watts  
Valerie Watkins  
Elizabeth Bays  
Tamara Bosman  
Kristie Nelson  
Diego Forshaw  
Otis Barney  
Keith Benedict  
William Douglas  
Jake Szor  
Jeffrey Webb  
Nakia Whitfield  
Katrina Jones  
Ananias Epps  
Ramon Robinson  
Tonya Rutledge  
Paul Bordine  
Mike Tredway  
Danita Hill

The new calendar year begins with a continuation of many of the old year's challenges for Branch 2184 and its membership. From an administrative perspective, Branch operating procedures are mostly unchanged as we wait out the lingering impacts of the Covid pandemic and its resurgences. Our February meetings will be conducted telephonically; specifically, the general membership meeting on February 2, the Steward meeting on February 15, and the Executive Board meeting on February 28. Expect this to continue until further notice. Branch President Walt McGregory will provide updates as conditions warrant.

Stewards and formal Step A designees, a reminder that beginning with violations that occurred on or after January 1, 2022, grievance numbers and grievance logs for all stations should reflect the new calendar year. For example, the first contract violation/incident and subsequent grievance that occurred in Ypsilanti on or after January 1 in the new year should have the grievance number YPSI-22-01. If the Contract violation/incident occurred prior to January 1, last year's numbers should be used.

With the beginning of a new calendar year and also a new postal quarter, stewards are reminded that any grievances involving ODL equitability issues for the previous quarter must be initiated no later than Friday, January 14 in order to be considered timely. If you have not already done so, please carefully review the previous quarter's overtime hours and opportunities for your station and if necessary, address inequities through the grievance process.

With a new calendar year, other events at the Branch and National levels are also scheduled, in many cases tentatively because of ongoing Covid issues. Examples are the NALC Food Drive, our Branch picnic, the National Convention, the Labor Day March, and the annual Region 6 (K.I.M.) training in October. Please monitor additional information from the Branch and the NALC National office as it becomes available.

On Wednesday, December 15, the Branch received notice from the NALC National union that the Committee of Laws had approved the Branch 2184 Bylaws revisions passed by the membership at the December 1 membership meeting. These revisions are now in effect and the Branch Bylaws have been updated to reflect the changes.

NALC National President Fred Rolando has appointed David Mudd to the position of NALC Region 6 (K.I.M. Region) National Business Agent, replacing Troy Clark, who retired effective December 15. David was previously a Regional Administrative Assistant (RAA) for Region 6, and he is a member of Louisville, KY Branch 14. Branch 2184 fully expects to continue our long-established close working relationship with the National Business Agent's office under David's leadership. Of additional note, Fred Rolando also appointed Sandy Laemmel, the longtime president of our neighboring NALC Branch 1, as a National Trustee of the NALC. Sandy has been a dedicated NALC activist for decades and we congratulate her on a well-deserved appointment.

On Tuesday, December 21 the NALC and the Postal Service agreed to extend several Covid-related Memorandums of Understanding through Friday, February 11, 2022. This agreement is M-01969 in the NALC Materials Reference System (MRS). The extended MOUs as well as well an extension of a USPS directive on the liberal use of sick leave and changes of schedule can be found on the NALC website.

Also extended through February 11 are agreements that explain the Temporary additional paid leave for CCAs (M-01965), a sign-up process for those that did not place their names on an Overtime Desired List during the recently ended sign-up period (M-01963), and a temporary extension of time limits for appeals to Step B and to arbitration (M-01964).

The Memorandum of Understanding, re: Full-time Regular Opportunities – City Letter Carrier Craft (previously known as M-01876 and its predecessors) that is now part of the National Agreement establishes a ratio for taking transfers to fill residual vacancies, which is either 1 in 4 or 1 in 6, depending on the size of the installation. A frequently asked question about these established transfer/conversion ratios concerns when or at what point within them can management take a transfer instead of filling the vacancy with a converted PTF or CCA?

The short answer is first, last, or anytime within the applicable ratio for that installation. However, because of that flexibility for taking a transfer, **it is essential that our stewards in every installation in Branch 2184 carefully monitor and establish a list or other written method of tracking conversions and transfers in an ongoing manner.** This is especially important, even critical when steward positions are filled by newly elected or appointed Branch 2184 members. There **MUST** be continuity with this information on a month by month, year by year basis.

A question about FMLA (Family and Medical Leave Act) eligibility arose after management misinformed one of our members about it. Eligibility to use FMLA for absences due to qualifying reasons is established after an employee has attained one year of employment and has at least 1250 work hours during the preceding 12 months from when the FMLA coverage is requested. In this instance, a carrier with previously approved FMLA for a qualifying reason was incorrectly informed that because they had allegedly dropped below the 1250 work hour threshold while using FMLA, that they were no longer eligible for it.

It is not known whether the management misinformation in this instance was willful or a result of ignorance, but to be clear, once FMLA for a qualifying reason is approved, the employee can use up to 12 weeks of leave in a calendar year for absences related to that reason. It does not matter if he/she falls below the 1250-hour threshold while using FMLA leave. Of additional note, should be same employee subsequently need additional FMLA protection for a separate and unrelated matter, they must first re-attain the threshold of 1250 work hours in the previous 12 months. Finally, a note of clarification about “work hours.” ALL work hours, including overtime hours, count toward the 1250 work hour threshold. Leave hours (sick, annual, LWOP) do not.

Following the release of the January 2022 Consumer Price Index (CPI), which should occur around February 10, the amount of the next COLA increase for career city carriers will be known. What is known already is that it will be another substantial increase. The increase will become effective at the beginning of the second full pay period following the release of January CPI.



## Memo

**To: All Stewards and Branch Officers**

**From: Joe Golonka, Branch 2184 CAU**

**Date: 01/03/2022**

**Re: Continuation of Pay (COP) for Covid-Related OWCP claims**

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The Branch has been made aware that in some of our installations management is failing to pay or is outright refusing to pay Continuation of Pay (COP) to letter carriers that have submitted traumatic injury claims (OWCP Form CA-1) for work-related Covid-19 illness. In most instances, management's alleged (and quite bogus) excuse is that the employee's OWCP claim has not yet "been approved."

Please be aware that management has NO authority whatsoever to withhold payment of COP to any employee submitting a CA-1, as long as the claim was completed and submitted within 30 days of date of injury (with Covid-related claims, that is the last day worked prior to their diagnosis) and supporting medical documentation (in this instance, a positive Covid test) is provided within 10 days of the submission of the claim. **Under NO circumstances is "approval" of an OWCP traumatic injury claim by any entity a prerequisite condition for the payment of COP.**

Stewards becoming aware of ANY delay in the payment of COP to any carrier incurring a traumatic job-related injury, whether Covid-related or not, MUST immediately initiate a grievance in response. Do NOT wait, as time is of the essence. **Violations are (including but not limited to): Articles 19 and 21, section 4 of the Contract; the ELM sections 541.131.a, 541.2.d, 543.41, and 545.7; the Federal Employees Compensation Act (FECA); 20 CFR@10.200; and 5 USC@8118.**

Grievance remedy should include, in addition to immediate payment of COP to the affected carrier(s), an appropriate compensatory remedy (i.e., \$10 a day) for the willful delay in paying the employee.

CC: Erik Venzke, Tracy Mitchell

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## **AN NALC STEWARD'S GUIDELINES FOR EFFECTIVE REPRESENTATION**

It is often said that a Steward is the backbone of the Union. This is not just a saying; indeed it is an unimpeachable fact. There is no more important, challenging and difficult job in the NALC. If we as a Union do nothing else, we must always consistently and effectively enforce our Contract with the USPS. All Stewards bring their own approaches and abilities to this work. However, there are some aspects of a Steward's work that are both essential and no-negotiable. Simply put, any Steward that cannot or will not fully accept and incorporate the following five guidelines into his or her representative work has no business in their position to begin with.

### **1) THE DUTY OF FAIR REPRESENTATION.**

This is not just a concept or a good idea - it is the LAW. A steward's personal opinions about any letter carrier coworker are always irrelevant. This includes non-members as well as members whose approach to the letter carrier job a steward might disagree with. In fact, the most effective way to win over a non-member is *to show them* what top flight Union representation is all about. A contract violation is a contract violation, no matter who is affected. Additionally, never bluff or provide misinformation to coworkers or to management. If you are asked a question and are unsure of the answer, don't guess! Your credibility as well as that of the Union is at stake. Merely state that you will get back to them and then do some homework – or contact the Union office.

### **2) CONSISTENT ENFORCEMENT OF OU LABOR CONTRACT**

As steward's duties require that he or she consistently enforce ALL of our Collective Bargaining Agreement as interpreted by the JCAM – not just the portions that they personally agree with or that they think are most important. An adjunct to this requirement is a steward's obligation to avoid making any agreements or even engaging in any discussion that is contrary to Contract rules and provisions as negotiated by the National Parties. A steward that is pressured by management to do so should immediately contact the Union office. Individual letter carriers are sometimes unhappy because a particular Contract provision as interpreted and enforced by the Union does not personally benefit them. Don't argue with these individuals. Merely advise them to contact the Union office to discuss their concerns. An effective steward will seldom win a popularity contest, but it is much better to be respected for always showing integrity.

### **3) AVOIDING EVEN THE APPEARANCE OF SELF-SERVING BEHAVIOR**

Nothing is more damaging to the Union than a steward that engages in self-serving actions of even those that *could appear* to others to be self-serving. Do not ever use your Union position for any kind of personal advantage. As a pertinent example, when negotiating a grievance settlement that involves monetary remedy for multiple letter carriers including the steward, don't pay yourself first! This does not mean that you should be a martyr for the cause. If you are among those whose Contractual rights have been violated, by all means include yourself in the remedy – but do so in an appropriate manner. Also, always make every effort to timely notify your letter carrier coworkers about information you become aware of that could benefit them, such as canceled vacation weeks.

### **4) WEARING THE “UNION LABEL” 24/7**

As the NALC's Contract enforcement representative, a steward is looked upon to set an example in all that they say and do, both on and off the job. It is especially important that a steward perform all of his or her daily letter carrier duties in a consistently professional manner. Additionally, this means supporting the local Union, the NALC, and Organized Labor, not just with words but also with actions. A steward is expected to take a leadership role in local branch activities, and not just merely participate. Of significance, this support also extends to our employer, the United States Postal Service. Remember that the success of the Postal Service is always in the best interests of all letter carriers, even when this means actively opposing some of the misguided policies and behavior of Postal Service management.

### **5) THE REQUIREMENT FOR CONTINUING EDUCATION**


It is not possible to effectively represent letter carriers and enforce our Collective Bargaining Agreement without attending and participating in every possible educational and training opportunity. Our Labor Contract incorporates all or parts of more than fifty postal Service handbooks and manuals, as well as scores of Federal Laws. Failing to keep up with all of the latest memorandums, policies, and work rule changes will seriously impact a steward's ability to succeed. This begins with attending local steward meetings but it also includes attendance at local, regional, and National training seminars and conventions. Although a steward cannot be required to attend and participate in these activities, failing to do so will quickly and adversely hinder their effectiveness.

**SERVING THE UNION AND AMERICA'S LETTER CARRIERS AS AN NALC STEWARD IS NOT JUST WHAT YOU DO. RATHER, IT IS WHO YOU ARE. YOUR SUCCESS WILL COME FROM ALWAYS REMEMBERING THAT.**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

The following Memoranda of Understanding between the United States Postal Service and the National Association of Letter Carriers (NALC) have been extended through February 11, 2022. The parties agree to meet and discuss these Memoranda of Understanding prior to February 11, 2022, to determine whether or not further extension is appropriate.

- Re: Reinstatement of Temporary Additional Paid Leave for CCAs
- Re: Temporary Use of the Employee and Labor Relations Manual (ELM) 432.53, City Letter Carriers (7:01 Rule)
- Re: Temporary Expanded Sick Leave for Dependent Care During COVID-19
- Re: Temporary Workplace Changes to Promote Social Distancing – COVID-19
- Re: Temporary Carrier Assistants – COVID-19



Katherine S. Attridge  
Vice President, Labor Relations  
United States Postal Service

FOY



Fredric V. Rolando  
President  
National Association of Letter  
Carriers, AFL-CIO

Date: 12/21/21

Date: 12/21/2021

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

**Re: Temporary Expanded Sick Leave for Dependent Care During COVID-19**

For the 60-day duration of this Memorandum of Understanding, in addition to the purposes outlined in the MOU Re: Sick Leave for Dependent Care, sick leave may be used by an employee for unexpected childcare needs as a result of the COVID-19 pandemic.

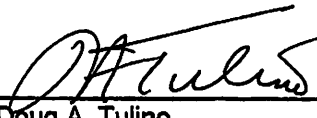
Specifically, employees may use sick leave for dependent care in the event they must care for a child as a result of daycare closures, school (Pre-K through Grade 12) closures, or the unavailability of a child's primary caregiver as a result of the COVID-19 pandemic.

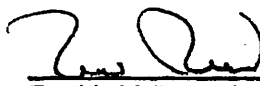
This MOU does not change the 80-hour-limit for sick leave that may be used for dependent care in any leave year.

Approval of sick leave for dependent care will continue to be subject to normal procedures for leave approval.

The parties will revisit this issue immediately prior to this MOU's expiration to determine if extension is appropriate.

This MOU will expire May 17, 2020.

  
Doug A. Tulino  
Vice President, Labor Relations  
United States Postal Service

 3-18-20  
Fredric V. Rolando  
President  
National Association of Letter Carriers, AFL-CIO

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

**Re: Reinstatement of Temporary Additional Paid Leave for CCAs**

The parties recognize that the Emergency Federal Employee Leave (EFEL) for COVID-19 related reasons provided to postal employees under American Rescue Plan Act expires September 30, 2021. Therefore, the MOU *Re: Temporary Additional Paid Leave for CCAs* will be reinstated effective October 1, 2021.

The terms of the MOU *Re: Temporary Additional Paid Leave for CCAs* will be administered as if it had been in effect without interruption since the original effective date of March 18, 2020.

This MOU will expire on December 31, 2021. The parties agree to meet and discuss prior to December 31, 2021, to determine whether or not further extension is appropriate.

Richard L Acker

Katherine S. Attridge  
Vice President Labor Relations  
United States Postal Service

Fredric V. Rolando

Fredric V. Rolando  
President  
National Association of Letter  
Carriers, AFL-CIO

Date: 9-30-21



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

**Re: Temporary Additional Paid Leave for CCAs**

For the 60-day duration of this Memorandum of Understanding, City Carrier Assistants (CCAs) will be permitted to use up to 80 hours of paid leave for use in conjunction with the COVID-19 pandemic in the following circumstances:

- The employee has contracted COVID-19 or has been directly exposed to someone with COVID-19;
- The employee has visited any country identified by the Centers for Disease Control (CDC) as a level-3 country (currently China, South Korea, Iran, Italy, and most other European countries) within 14 days of the employee returning to work;
- The employee returns from a trip on a cruise ship in which an identified case of COVID-19 was detected on board the ship;
- The employee is experiencing symptoms generally associated with COVID-19; or
- Consistent with the MOU Re: Temporary Expanded Sick Leave for Dependent Care During COVID-19.

Leave used for the above purpose will be coded as TACS Code 086, *Other Paid Leave*.

Except for emergencies, paid leave for the circumstances listed above must be requested on PS Form 3971, *Request for or Notification of Absence*, and approved in advance by the appropriate supervisor. Employees should designate the reason for the absence as "Other" and write "LC19" in the space provided.

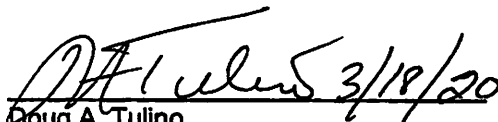
An exception to the advance approval requirement is made for emergencies and unexpected illness; however, in these situations, the CCA must notify the appropriate postal authorities as soon as possible as to the emergency or illness and the expected duration of the absence. As soon as possible after return to duty, CCAs must submit PS Form 3971 and explain the reason for the emergency or illness to their supervisor. Supervisors approve or disapprove the leave request.


The supervisor is responsible for approving or disapproving the application for paid leave by signing PS Form 3971, a copy of which is given to the CCA. If a supervisor does not approve an application for leave, the disapproved block on PS Form 3971 is checked and the reasons must be noted in writing in the space provided.

The total 80-hour allotment will not be increased due to a CCA's break in service during the 60-day period. Any remaining leave balance at the end of the 60-day period is forfeited.

The parties will revisit this issue immediately prior to this MOU's expiration to determine if extension is appropriate.

This MOU will expire May 17, 2020.

  
Doug A. Tulino  
Vice President, Labor Relations  
United States Postal Service

 3-18-20  
Fredric V. Rolando  
President  
National Association of Letter Carriers, AFL-CIO

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

**Re: Temporary Use of the Employee and Labor Relations Manual (ELM) 432.53, City Letter Carriers (7:01 Rule)**


For the 60-day duration of this Memorandum of Understanding, the parties agree that, the Postal Service will institute the use of Employee and Labor Relations Manual (ELM) Section 432.53, City Letter Carriers (7:01 Rule).


A city letter carrier who actually works more than 7 hours but less than 8 hours of a regular scheduled day will, upon his/her request, be officially excused from the completion of the 8-hour tour and still credited with 8 hours of work time for pay purposes. Any hours not worked between the seventh and eighth hour of a regular scheduled day pursuant to ELM 432.53 are included in an employee's regular rate of pay pursuant to ELM 443.212.g.

All delivery service supervisors are reminded that city letter carriers should not be excused under the 7:01 rule unless they have completed their routes and cannot be assigned to any available work in the same wage level.

Local management at all delivery units must reemphasize to all city letter carriers that they must apprise their supervisor of their desire to clock out prior to completion of a full 8-hour workday, minus time covered by the 5-minute leeway rule.

The parties will revisit this issue immediately prior to this MOU's expiration to determine if extension is appropriate.

  
\_\_\_\_\_  
Douglas A. Tulino  
Vice President Labor Relations  
United States Postal Service

  
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Fredric V. Rolando  
President  
National Association of Letter Carriers  
AFL-CIO

3 - 23 - 20  
\_\_\_\_\_  
Date

3-23-20  
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Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

**Re: Temporary Workplace Changes to Promote Social Distancing – COVID-19**

The parties agree that the social distancing recommendations of the Centers for Disease Control and Prevention (CDC) are important measures which should be practiced as much as possible to slow the spread of the coronavirus (COVID-19). Some of those social distancing recommendations for the workplace include increasing physical space between workers, staggering work schedules, limiting large work-related gatherings, and reducing or eliminating travel.

With that in mind, the parties agree that in postal installations with 100 or more workyears of employment, to minimize the possibility of exposure to the coronavirus or the possibility of unknowingly spreading the coronavirus to a larger portion of the workforce by working in multiple facilities, to the extent possible all city letter carriers will work in their employing facility for the duration of this agreement. In addition, to the extent possible the Memorandum of Understanding *Re: City Carrier Assistants – Temporary Assignments to Other Post Offices* will not be in effect for the duration of this agreement.

In postal installations with less than 100 workyears of employment, work in facilities other than the letter carrier's employing facility should be limited to where they routinely worked prior to the outbreak of the COVID-19 pandemic.

The local parties (i.e. branch presidents and postmasters, or their designees) will immediately discuss potential scheduling and office setup changes which would create a work environment that promotes social distancing. Such changes should include, but are not limited to, the following:

1. Staggered letter carrier start times to begin as early as operationally feasible.
2. Scheduling letter carriers to begin their tours in groups of 10 or less to practice social distancing at the timeclock.
3. Where possible, scheduling groups of 10 or less carriers to begin their tours in increments of a minimum of 15 minutes and a maximum of two hours apart.
4. Start times should be staggered between the hours of 5:30 a.m. and 9:30 a.m. for letter routes.
5. Start times for all routes in test sites, for collection routes, and for combination routes may be scheduled prior to 5:30 a.m. and after 9:30 a.m., however they should still be staggered and scheduled in groups of 10 or less carriers to promote social distancing.
6. Conducting stand-up talks in a manner that allows employees to be separated from each other by 6 feet or more, such as using small groups or an intercom system.

7. Staggered break schedules in the office to allow employees to maintain groups not to exceed 10 people.
8. Moving office breaks to the street on an individual voluntary basis.
9. Where possible, scheduling letter carriers in a manner which would allow them to stagger their departure from office duties to street duties.
10. Volunteers may be utilized for AM parcel runs in order to increase social distancing during casing duties.
11. Adjusting any other practice in the office to allow employees to be separated from each other by 6 feet or more


Consideration will be given to the location of letter carrier cases, the location of mail staging areas, the location and number of time clocks, the size and number of break areas, etc. Local parties will discuss temporary changes to the location of any of the above subjects in order to promote at least 6 feet of separation for all employees.

If the local parties require any additional guidance or clarification on implementation of this agreement, they should contact the appropriate Area Manager, Labor Relations and National Business Agent.

The national parties will revisit this issue immediately prior to this MOU's expiration to determine if extension is appropriate.

This MOU will expire May 27, 2020.

  
Doug A. Tulino  
Vice President, Labor Relations  
United States Postal Service

  
Fredric V. Rolando  
President  
National Association of Letter  
Carriers, AFL-CIO

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

**Re: Temporary Carrier Assistants – COVID-19**

The Postal Service may employ Temporary Carrier Assistants during the period between the signing of this agreement and May 27, 2020, as operationally necessary to replace city letter carriers absent due to COVID-19.


Temporary Carrier Assistants are subject to the following:

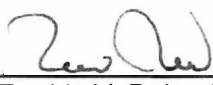
- The hourly rate will be the same as that for City Carrier Assistants.
- Over the course of a service week, the Employer will make every effort to ensure that available city carrier assistants are utilized at the straight-time rate prior to assigning such work to temporary carrier assistants working in the same work location.
- When an opportunity exists for overtime, full-time employees on the appropriate Overtime Desired List will be selected to perform such work prior to assigning temporary carrier assistants to work overtime in the same work location where the employees regularly work.
- To minimize the possibility of exposure to the coronavirus by working in multiple facilities, to the extent possible, all temporary carrier assistants will work in their employing facility for the duration of this agreement.

The Postal Service shall provide the NALC with reports on the number of temporary carrier assistants hired.

The parties will revisit this issue immediately prior to this MOU's expiration to determine if extension is appropriate.

This MOU will expire May 27, 2020.

  
Doug A. Vulino  
Vice President, Labor Relations  
United States Postal Service

 3-30-20  
Fredric V. Rolando  
President  
National Association of Letter  
Carriers, AFL-CIO



## Branch 2184

National Association of Letter Carriers

AFL-CIO  
6969 Monroe  
Taylor, MI 48180  
Phone: (313) 295-1640

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### Special Inspection Request

Date \_\_\_\_\_

Dear \_\_\_\_\_ :  
(Supervisor's Name)

Please consider this letter my request for a special inspection. I believe that I qualify for this inspection under the provisions of Part 271 of the M-39. It is my understanding that this special mail count and inspection is to be completed within four (4) weeks of the request. Failure of management to act within the prescribed time limit is a violation of the National Agreement and would be just cause for entering into the grievance procedure.

Sincerely,

\_\_\_\_\_  
(Carrier Signature)

City Carrier, Route # \_\_\_\_\_

Note: Prepare in duplicate

**264 Disposition of Form 3999-B**

Retain the forms at the work unit.

## 27 Special Route Inspections

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**271 When Required**

Special route inspections may be required when one or more of the following conditions or circumstances is present:

- a. Consistent use of overtime or auxiliary assistance. (When the X-Route process is utilized, routes may be “built up” to no more than 8 hours and 20 minutes during the interim period, see Memorandum of Understanding dated September 17, 1992.)
- b. Excessive undertime.
- c. New construction or demolition which has resulted in an appreciable change in the route.
- d. A simple adjustment to a route cannot be made.
- e. A carrier requests a special inspection and it is warranted.
- f. Carrier consistently leaves and/or returns late.
- g. If over any 6 consecutive week period (where work performance is otherwise satisfactory) a route shows over 30 minutes of overtime or auxiliary assistance on each of 3 days or more in each week during this period, the regular carrier assigned to such route shall, upon request, receive a special mail count and inspection to be completed within 4 weeks of the request. The month of December must be excluded from consideration when determining a 6 consecutive week period. However, if a period of overtime and/or auxiliary assistance begins in November and continues into January, then January is considered as a consecutive period even though December is omitted. A new 6 consecutive week period is not begun.
- h. Mail shall not be curtailed for the sole purpose of avoiding the need for special mail counts and inspections.

**272 Manner in Which Conducted**

When special inspections are made because of conditions mentioned in 271, they must be conducted in the same manner as the formal count and inspection.

# SPECIAL ROUTE INSPECTIONS

## THE PROBLEM

Throughout the Postal Service managers and Carriers spend immeasurable time arguing about "Who should work the overtime." Because of that they come to the mistaken conclusion that their problems are Article 8 problems. Most of their problems, however, are the result of **overburdened routes**. Without overburdened routes, we would have a lot less overtime to talk about. "Article 19- Handbooks and Manuals", incorporates the Methods Handbook M-39 into the National Agreement. It identifies for us what a properly adjusted route should be. Section 242.122 of the M-3

*"The proper adjustment of carrier routes means an equitable and feasible division of the work among all of the carrier routes assigned to the office. All regular routes should consist of as nearly eight hours as possible."*

In a 1987 award (N4N-1K-C 32218 & 34724), Arbitrator Grossman stated:

*"...The Parties agree that routes must be adjusted as close to eight hours as possible..."*

## THE SOLUTION

We can see that a properly adjusted route is an eight hour route. If a route is not properly adjusted, Section 270 of the M-39 tells us what must be done. It contains the provisions calling for Special Route Inspections.

Section 270 of the Methods Handbook M-39 reads:

### 270 SPECIAL ROUTE INSPECTIONS

#### 271 WHEN REQUIRED

*Special route inspections may be required when one or more of the following conditions or circumstances is present:*

- a. Consistent use of overtime or auxiliary assistance.*
- b. Excessive undertime.*
- c. New construction or demolition which has resulted in an appreciable change in the route.*
- d. A simple adjustment to the route cannot be made.*
- e. A carrier requests a special inspection and it is warranted.*
- f. Carrier consistently leaves and/or returns late.*
- g. If over any 6 consecutive week period (where work performance is otherwise satisfactory) a route shows over 30 minutes of overtime or auxiliary assistance on each of 3 days or more in each week during this period, the regular carrier assigned to such route shall, upon request, receive a special mail count and inspection to be completed within 4 weeks of the request. The month of December must be excluded from consideration when determining a 6 consecutive week period. However, if a period of overtime and/or auxiliary assistance begins in November and continues into January, then January is considered as a consecutive period even though December is omitted. A new 6 consecutive week period is not begun.*
- h. Mail shall not be curtailed for the sole purpose of avoiding the need for special mail count and inspections (date: October 22, 1984, incorporated into December 24, 1984 award).*

Seldom does management initiate a Special Inspection as called for under Section 271.a, b, c, d, and f. If **anything is done**, management typically tries to assess the situation with a 1-day instead of 5-day count. However, Section 271.e calls for a **5-day count** when **"a Carrier requests a Special Inspection and it is warranted."** Section 271.f identifies the requirements that must be met in order to qualify for a Special Route Inspection under 271.e. Those requirements

- 1. At least 30 minutes of overtime or auxiliary assistance**
- 2. On 3 days or more in a week**
- 3. For a 6 consecutive week period.**



# Validate Special Inspection

**Delivery Unit:** 4818401  
**End Date:** 02/25/2018

RESTRICTED INFORMATION

Route #	WEEK 1 01/13/2018						WEEK 2 01/20/2018						WEEK 3 01/27/2018						WEEK 4 02/03/2018						WEEK 5 02/10/2018						WEEK 6 02/17/2018					
	S	M	T	W	TH	F	S	M	T	W	TH	F	S	M	T	W	TH	F	S	M	T	W	TH	F	S	M	T	W	TH	F	S	M	T	W	TH	F
84003	0	0	1:35	1:47	0:38	0	0	1:32	0:49	1:29	-1:10	0	0	2:00	0	1:38	1:04	0	0:41	2:00	1:24	1:43	0:43	1:35	0:40	1:52	1:59	1:55	1:03	1:30	1:50	0	1:50	1:30	0	-6:44