



# MEMO

To The Branch 2184 Leadership Council, March 8, 2022

Walt McGregory  
Jackie McGregory  
Darryl Clay  
Mel MacDonald  
Cathy Tondreau  
Jim Powell  
Phil Ashford  
Tracy Mitchell  
Gloria Warthen  
Felicia Davis  
Leonard Zawia  
Joe Golonka  
Dave Reise  
Erik Venzke  
Kris Shaw  
Mark Owen  
Byron Hendricks  
Jillian Hudgins  
Symone Coleman  
Yvonne Jackson  
Karl Tamburro  
Denise Viola  
Shaun Fowlkes  
Lillian Bogosian  
Scherrie Lacey  
Scherkeira Wells  
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

This will begin as usual with a Branch administrative update. Although the long term COVID-19 pandemic appears to be easing somewhat, the Branch will conduct our meetings virtually (by utilizing the Web ex program) in April. This includes the general membership meeting on Wednesday, April 6, steward meetings on Tuesday April 12 and Monday April 18, and the executive board meeting on Monday, April 25. Additional information will be forthcoming about future meetings and Branch/NALC events, including but not limited to the NALC Food Drive on Saturday, May 14 and a potential Branch picnic this summer. Additionally, Branch 2184 convention delegates will be receiving additional information from the Branch President Walt McGregory about the NALC National Convention scheduled in Chicago August 8-12.

After several months of discussions with the Postal Service, the NALC could not reach agreement pertaining to the application of holiday pay to CCAs for the new Juneteenth holiday. Thus, in accordance with the information provided in a previous USPS memo, the Juneteenth holiday this year will be a paid holiday only for career USPS employees. Of note, although career employees, PTFs do not receive actual holiday pay; however, they are paid a higher hourly rate to in lieu of receiving paid holidays. This rate will be increased slightly for pay year 2022 to reflect the inclusion of the Juneteenth holiday.

NALC National President Fred Rolando has stated that the NALC intends to continue advocating for the inclusion of Juneteenth as a paid holiday for CCAs during negotiations for new Contract that should begin in February 2023, as well as looking to remedy the non-inclusion of Juneteenth as a paid USPS holiday last year in 2021. The current Contract term ends on May 20, 2023.

Also, regarding the Juneteenth holiday, this year it occurs on Sunday, June 19. As with all USPS holidays that fall on a Sunday, Juneteenth this year will be officially observed the following day, on Monday, June 20. Holiday scheduling for the Juneteenth holiday will be the same as with all other holidays and will be as prescribed in Article 11 of the Collective Bargaining Agreement and in Item #13 of our Branch 2184 Local Memorandum of Understanding (LMOU).

The cost-of-living adjustment (COLA) for career letter carriers which became effective on Saturday, February 26 added 64 cents to the hourly rate for letter carriers on Table 1 of the City Carrier pay schedule. For those on Table 2 of the pay schedule, the COLA increase is proportionate to the carrier's current step on the schedule. Some Table 2 letter carriers understandably find this to be unfair. However, they should be reminded that the Union did NOT agree to this – it was imposed by National Arbitrator Das. The increase will appear on paychecks dated Friday, March 18. COLA for letter carriers during the current Contract cycle has thus far totaled nearly \$4000 yearly.

The next COLA for career letter carriers will become effective the second full period following the release of the July 2022 Consumer Price Index (CPI). The final general wage increase of the current Contract will occur on November 19, 2022, which will be a 1.3% increase. Also, at that time an additional Step (Step P) will be added to the top of the letter carrier pay scale. This will add \$444 annually for those at the top of the letter carrier pay scale. The waiting period for the new step will be 46 weeks. After that, there will be one final COLA in the current contract cycle for career city carriers, becoming effective the second full pay period following the release of January

2023 Consumer Price Index (CPI).

Several years after the NALC filed a National-level grievance, the Postal Service has finally officially dropped their so-called (and fraudulent) "safety ambassador" program, which was essentially a thinly veiled attempt to recruit letter carriers to spy on other letter carriers under guise of alleged "safety." A national level arbitration on this sleazy USPS program had been scheduled for April 19 but it has been canceled. **Stewards, if at any time you ever become aware of management soliciting letter carriers to engage in this sort of activity or any other activity that involves the work of other letter carriers, please notify the Branch 2184 office at once.**

Some Branch 2184 members have sought clarification about the additional pay period in the USPS pay year for 2022 and its impact on leave earnings. Each year the leave year begins with the first day of the first complete pay period in a calendar year and ends on the day before the first day of the first complete pay period in the following calendar year. For 2022, the leave year began Jan. 1, 2022 (Pay Period 02-22) and ends Jan. 13, 2023 (Pay Period 02-23) for a total of 27 pay periods. This occurs approximately once every 10 years. Therefore, employees may earn one additional pay period's worth of annual leave during the 2022 leave year as compared to the typical 26 pay period leave year.

For a full-time employee, the extra pay period amount will be 4, 6, or 8 hours, depending on the employee's leave earning category. Part-time letter carriers earn leave based on the number of work hours during the pay period up to the same amount of leave earned by full-time employees. CCAs are credited with one hour of annual leave for each twenty hours spent in a pay status during each biweekly pay period. Although employees may earn one additional pay period's worth of annual leave during leave year 2022, the annual leave carryover maximums will not increase because of it. Employees must use any annual leave in excess of the carryover limit that applies to them by the end of leave year 2022 (Jan. 13, 2023) or they will forfeit the hours of annual leave that are in excess of their carryover limit. It is unknown if there will be an agreement to increase the carryover limit from 440 hours to 520 hours again this year. Any additional leave earned by CCAs will be paid out when they take their mandatory break in service between appointments.

The NALC has filed an interpretive dispute over the Postal Service's method of calculating overtime pay, Sunday premium pay, general wage increases, and cost of living adjustments (COLAs) for part-time flexible employees in Step AA. This dispute centers around Article 9, Section 8 and Article 11, Section 7 of the 2019 National Agreement and how they interact with each other. Article 9, Section 8 states "[t]he Step AA Hourly Basic Rate will be equal to Step A of the Full-Time/Part-Time Regular Employees Hourly Basic Rate in Table Two." Although at the start of the term of the current collective bargaining agreement, the Postal Service paid this amount to Step AA PTFs for straight time, the NALC discovered that it used a lower hourly rate to calculate overtime and Sunday premiums. The dispute is scheduled to be heard with National Arbitrator Dennis Nolan on April 21.

# ***BRANCH 2184***

## ***MEETING NOTICE***

---

**Wednesday, April 6, 2022 at 7:30 p.m.**

**This Meeting will be conducted via WebEx. To participate, email ([NALC2184@sbcglobal.net](mailto:NALC2184@sbcglobal.net)) or call the Branch 2184 office at (313) 295-1640, and provide your name, the office that you work at or retired from, and the email address you want to use for the WebEx link to log into the meeting. The link will be sent at least two days prior to the meeting. There will also be a number with a code to participate by telephone.**

### **MEETING AGENDA**

- **Branch Officer Reports**
- **Committee and Activity Reports**
- **Letter Carrier Contractual Information**
- **Legislative Updates**

## **GUIDELINES (for Union use)**

### **Grievances re: Invalid Route Inspection Data**

**Issue Statement:** Did the employer violate contract provisions, including but not limited to Articles 3, 15, and 19 of the Collective Bargaining Agreement, as well as the M-39 handbook, chapter 2, by adjusting the grievant's assignment based on the improper compilation and analysis of data? If so, what is the remedy or what shall be the remedy?

#### **FACTS TO CONSIDER: (provide evidence as necessary)**

- Is there a history of this type of violation?
- When was the route inspection?
- Were the daily mail counts verified?
- Was the mail properly counted and recorded?
- Was the carrier credited with base office time allowances or actual time used, whichever is greater, for lines 14, 15, 19, and 21 (minimums = 6, 5, 3, and 9 minutes respectively)? (ref. M-39 § 222.214.b.2; p. 96)
- Were line 21 items changed to 22 improperly? (ref. M-39 § 222.214.h; p. 101; 1980 national settlement, M-00605)
- Was the route examiner's conduct proper? (ref. M-39 § 232)
- Was reasonable comfort stop time deducted? (ref. M-39 § 242.341)
- When was the consultation?
- Were forms provided in advance? 1838 - 5 days; 1840 - 1 day (ref. M-39 § 241.4)
- On the 1840, did management select ONLY the carrier's actual average office time, or the standard (i.e. 18&8) or were deductions made? (ref. M-39 § 242.31)
- On the 1840, did management justify the selection of either the inspection average or the 1840-B average (cannot select the lesser time solely for that reason)? (ref. M-39 § 242.32)
- Did management discuss and document (no vague assertions) any deductions to the carrier's base street time? (ref. M-39 § 242.345, 346, 347)
- If the adjustments are based on short cut failures or park point changes, was a re-inspection scheduled? (ref. M-39 § 242.344)
- Were the carrier's comments/recommendations noted? (ref. M-39 § 243.11.a)
- Were the carrier's comments/recommendations considered? (ref. M-39 § 243.11.c)
- Did management require the carrier to sign the 1840? (ref. M-39 § 243.11.a)
- Was the assignment adjusted to as near 8 hours as possible? (ref. M-39 § 242.122)
- Did management consider the abilities of the carriers involved if transferring territory? (ref. M-39 § 243.317.a)

#### **ARGUMENTS/CITATIONS:**

- Remember, the union has the burden of proving the Contract was violated.
- The requirements for properly inspecting an assignment, compiling the data, and making adjustments are detailed in the M-39, Chapter 2.

#### **REMEDY:**

Re-evaluate and re-adjust the grievant's assignment as necessary; re-inspect the assignment if necessary; make the grievant whole, including with compensatory remedy; and/or other appropriate remedy.