

MEMO

To the Branch 2184 Leadership Council, Mar. 17, 2020



Mark Judd
Walt McGregory
Joe Golonka
Jackie McGregory
Cathy Tondreau
Jim Powell
Scott Watts
Michele Szafran
Gloria Warthen
Felicia Davis
Leonard Zawisa
Kris Shaw
Mark Owen
Bryon Hendricks
Melvin MacDonald
Darryl Clay
Symone Coleman
Yvonne Jackson
Marc Spight
Denise Viola
Lillian Bogosian
Chris Biegalski
Phil Ashford
Scherrie Lacey
Dave Reise
Erik Venzke
Joshua Nagy
Elizabeth Bays
Valerie Watkins
Jennifer Rake
Tamara Bosman
Diego Forshaw
Kristie Nelson
Keith Benedict
Scott Horn
Tracy Mitchell
Nakia Whitfield
Katrina Jones
Ananias Epps
John Hite
Ramon Robinson
Tyler Haverstick
Paul Bordine
Mike Tredway
Danita Smith

During the time since the last Leadership Council Memo was composed, much has been upended within the world, within our nation, within the NALC, and within our Branch. All Branch 2184 stewards and officers are strongly encouraged to be frequently in contact with the Branch as this situation continues to evolve in order to stay up to date about all developments that can affect our members and that impact our responsibilities as union leaders. Some scheduled meetings and Branch events have already been canceled and others could also be canceled or be conducted in an alternative format in the near term.

We have received an excellent pre-arbitration decision of a grievance out of our Allen Park station, where the postmaster had unilaterally determined that letter carriers would no longer be allowed to do a "no lunch," despite a long established past practice in Allen Park that permitted this at the discretion of the carrier. The settlement, signed by NALC National Business Agent Troy Clark and USPS Great Lakes Labor Relations representative Zana Dakroub, provides that "Management shall reinstate the binding past practice of letter carriers putting in for "no lunch" at their discretion, what was in effect prior to September 19, 2019. As arbitral authority indicates, for a past practice to be revoked or modified, the parties must engage in bargaining over said change. No negotiation took place in this case."

The above decision was the result of excellent work on the part of our Allen Park union representatives Mark Owen and Kris Shaw. A favorable decision on this particular issue is especially timely in light of similar actions or threats of this made by management in other Branch 2184-represented installations. Also keep in mind that a "no lunch" has nothing whatsoever to do with whether or not a carrier works overtime on a given day. In a number of locations management has improperly attempted to use the approval of a "no lunch" in a carrot and stick manner by falsely claiming that in order to do this a carrier must only work eight hours. There is no Contractual support for such a claim by management.

Stewards, the current (2016-2019) Collective Bargaining Agreement includes an important modification to Article 8, section 5.C.2. Specifically, Article 8.5.C.2.c states the following: "In order to ensure equitable opportunities for overtime, overtime hours worked and opportunities offered will be posted and updated *weekly*. It is very important the required *weekly* updating of overtime hours and opportunities is actually occurring in every station. Some recent grievance appeals to the Step B Dispute Resolution parties have included contentions that indicate disagreement between union and management over quarterly totals of hours and opportunities among those on the regular Overtime Desired List. By tracking and updating these numbers on a weekly basis as is now contractually required, this should minimize such disputes over the numbers themselves. This, in turn will help put our quarterly equity grievances in a better position to be resolved favorably at Step B.

A reminder that under NO circumstances are letter carriers – either CCAs or career, required to use or even to answer their personal cell phone while engaged in postal-related business. Any requirement for a carrier to use a personal phone for purposes of receiving instructions or to call in from the street should promptly be responded to with an immediate grievance.

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We are continuing to receive reports that management is directing injured letter carriers to USPS-chosen clinics after reporting job-related traumatic injuries, without allowing injured carriers their own choice of physician for evaluation and/or treatment of the injury. In the most recent instance, management had even filled in the "clinic" address on OWCP form CA-16 (Authorization for Examination and/or Treatment) before giving it to the carrier and instructing them to report to the clinic. Management's behavior and actions in this regard are a direct violation of the Federal Employees Compensation Act (FECA), 20 CFR@10.300.d, as well as USPS regulations found in the Employee and Labor Relations Manual (ELM) section 544.112.a for implementing OWCP procedures. An injured employee has the absolute right to receive medical evaluation and treatment from ANY physician that is available and that is willing to treat them for a federal/postal employee on the job injury. The employee alone makes this determination; management has no say whatsoever in this decision.

In situations where the injured employee's chosen physician is not immediately available to provide initial medical evaluation or treatment, management may at that time direct the employee to the "clinic" or similar employer designated facility at that time. However, in such instances the injured carrier can and should obtain all follow up treatment from their own chosen physician or facility. What is occurring here is that management is taking advantage of what is frequently an absence of knowledge on the part of an injured letter carrier, which is another reason that stewards should always investigate management's actions or inactions in response to every reported letter carrier on the job injury. Whenever it is determined that management has refused to allow an injured carrier the right to choose and obtain care from a physician of the employee's choosing, a grievance must be immediately initiated to challenge and shut down this practice.

MEMO

To the Branch 2184 Leadership Council, Mar. 27, 2020



Mark Judd
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The information provided in this Leadership Council Memo is up to date as of late March, 2020. However, we in an unprecedented situation where things are rapidly changing on a day to day basis. As such, it is essential that every Branch 2184 officer and steward stay fully apprised of all developments. This includes, but is not limited to checking the NALC National website and the NALC app on your phones. It is strongly suggested that you carefully read all statements and information disseminated by the NALC National Union and/or our National Business Agent's office. Another good source of updated information is the NALC's podcasts – "You Are The Current Resident" which can be readily accessed on your smartphone, computer, or tablet. The remainder of this Memo will discuss current issues involving both the NALC and letter carriers nationwide as well as some matters that are specific to Branch 2184.

Stewards, if you have not already done so please carefully read each of the five National level Memorandums of Understanding (MOUs) that have been negotiated by the NALC with the Postal Service – M-01910 through M-01914. If you have any questions or concerns about any aspect of these agreements, which are temporary in nature, please discuss them with a Branch officer (Mark, Walt, Joe, Jackie, or Michele) ASAP. Additionally, management in some offices has proposed or even falsely stated that the union should agree or has agreed to other modifications of work rules, such as the overtime provisions in Article 8 of our Contract. **Be aware that under NO circumstances does any steward or representative of the union at the local level have the authority to agree to ANY modifications of Nationally negotiated work rules.** If management approaches you about this, please notify the Branch office ASAP.

Regarding forthcoming scheduled Branch 2184 events, some of these will be determined by decisions made by the National Union, such as the annual NALC Food Drive that is scheduled for Saturday, May 9. Station Food Drive coordinators and others should wait for official information regarding the status of the Food Drive as well as potential Branch events related to the Food Drive. Regarding other forthcoming events, as of this time no decision has been made regarding our annual Branch picnic on Sunday, June 28. Thus, at this time it is still a "go." Regarding the NALC National Convention in Hawaii in August, the National office also has not yet made a decision. It is likely that decisions regarding the Food Drive and also the National Convention will be made during the next few weeks, so don't change any plans yet.

Regarding our monthly membership meeting scheduled for May 6 as well as subsequent meetings, decisions on whether to conduct them will be made by Branch President Mark Judd after an analysis of the situation as it develops and changes. Regarding our monthly Steward and Executive Board meetings, until further notice they will be conducted by teleconference. All stewards and Branch officers will receive the information necessary to participate in these meetings, which will be disseminated by text, phone, and by email. Those participating the Steward meeting teleconferences will receive credit for Steward meeting attendance for that month. The conference number to call to participate is 1-234-203-2766. And the Participants Access Code is 310-744-427.

A persistent source of confusion and misunderstanding is the subject of pay guarantees as they apply to full time career letter carriers, on non-scheduled days as well as regularly scheduled work days. All fulltime career letter carriers have a guaranteed regular schedule of 8 hours a day, 5 days a week. Any work outside of this schedule results in premium pay such as overtime or even penalty overtime. A letter carrier can voluntarily and temporarily change their schedule through the completion and submission of PS Form 3189, which requires the concurrence and signature of a union representative. However, in ALL situations the 3189 is initiated only by a letter carrier for their own personal convenience. Under NO circumstances should a 3189 be initiated or completed at the behest of management.

If a fulltime career letter carrier completes their assignment in less than 8 hours, management can assign other work to fill out the balance of an 8-hour day. Alternatively, the carrier can request a "7.01" – which has recently been brought back into active use due to the National MOU on the subject (M-01913). However, letter carriers should be very careful about utilizing the "7.01" option, especially on a routine basis, as they will most likely be rewarded with an addition to their assignment, based on their own "demonstrated performance." Additionally, under no circumstances can management require a fulltime carrier to use any form of leave – either paid or unpaid, to complete an 8-hour workday. If they direct a fulltime carrier to leave in less than 8 hours, the carrier must be paid the balance of their 8-hour pay guarantee.

But what about work on a nonscheduled day? Recent questions about this subject necessitate a review of the applicable work and pay rules. First and foremost, per Article 8, section 8.B of the Contract, any fulltime career letter carrier that is scheduled to work on a nonscheduled day is guaranteed 8 hours of pay at the overtime rate (unless they are working their second NS day in the same service work, where it would be penalty overtime). Always keep in mind that this is a PAY guarantee, not necessarily a work guarantee. **Thus, if management chooses to allow a fulltime career carrier to work less than 8 hours on a nonscheduled day, he/she must still be paid 8 hours at the overtime rate. This pay guarantee cannot be voluntarily "waived" by a carrier, except in the case of unforeseen illness or personal emergency.** If the carrier is not available to work the entire 8-hour guarantee, they should NOT be scheduled to begin with. See the JCAM discussion of this subject, found on pages 8-25 and 8-27, as well as M-00879 from the NALC Materials Reference System (MRS).

One final matter pertaining to nonscheduled days. No form of USPS leave, either paid or unpaid (sick leave, annual leave, or leave without pay) is possible on a nonscheduled day or anytime outside of a fulltime career carrier's regular schedule. USPS leave, by definition, only replaces regularly scheduled work hours and work days.

**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.

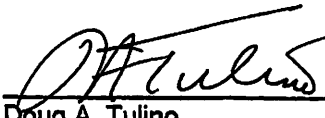
Specifically, employees may use sick leave for dependent care in the event they must care for a child as a result of daycare closures, school (Pre-K through Grade 12) closures, or the unavailability of a child's primary caregiver as a result of the COVID-19 pandemic.

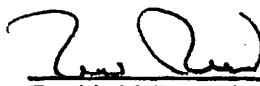
This MOU does not change the 80-hour-limit for sick leave that may be used for dependent care in any leave year.

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: 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.

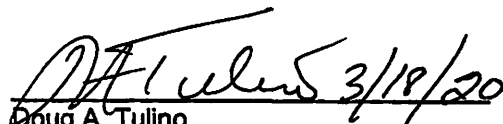
An exception to the advance approval requirement is made for emergencies and unexpected illness; however, in these situations, the CCA must notify the appropriate postal authorities as soon as possible as to the emergency or illness and the expected duration of the absence. As soon as possible after 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 AGREEMENT
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

RE: Temporary Time Limit Extension on Step B and Arbitration Appeals


Due to the impact of the Coronavirus (COVID-19) Pandemic, the parties agree that time limits for appealing grievances to Step B of the grievance-arbitration procedure and appeals to arbitration, will be extended for a period of 30 days beyond those specified in the National Agreement. This time limit extension only applies to grievances that would have been timely filed or appealed on or after the signature date of this agreement. The 30-day period is effective with the signing of this agreement.

The parties at the local level are encouraged to discuss the potential need for time limit extensions for appeals to Informal and Formal Step A, based on business conditions and either party's ability to timely process grievances.

The parties will revisit this issue immediately prior to the expiration of this MOA to determine if an extension is appropriate.



David E. Mills
A/Manager
Labor Relations Policies and Programs
United States Postal Service



Brian L. Renfro
Executive Vice President
National Association of Letter Carriers,
AFL-CIO

Date: 3/20/2020

Date: 3/20/2020

**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



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

3 - 23 - 20

Date

3-23-20

Date

DOUG A. TULINO
VICE PRESIDENT, LABOR RELATIONS



March 23, 2020

AREA VICE PRESIDENTS

SUBJECT: Liberal Changes of Schedule and Leave

We have signed a Memorandum of Understanding with our unions temporarily expanding the use of Sick Leave for Dependent Care to allow employees to use their sick leave for unexpected childcare needs as a result of the COVID-19 pandemic.

In addition to allowing Sick Leave for Dependent Care, for the next 60-day period, managers and supervisors should allow liberal changes of schedule in recognition of the disruption caused by the COVID-19 pandemic. To the extent operationally practicable, managers and supervisors should accommodate employees who submit PS Form 3189, *Request for Temporary Schedule Change for Personal Convenience* as a result of childcare issues caused by 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.

Managers and supervisors should also allow liberal sick leave usage for employees who are sick, and liberal annual and leave without pay (LWOP) usage to the extent operationally feasible during this time period. If an employee requests leave for reasons related to COVID-19, such leave should be treated as scheduled (as opposed to unscheduled) leave. Leave taken for COVID-19 related reasons between February 29, 2020, and May 17, 2020, may not be cited in discipline for failing to maintain an assigned schedule under ELM 511.43.

A handwritten signature in black ink, appearing to read "D. Tulino".

Doug A. Tulino

cc: Officers
Managers, Human Resources (Area)
Managers, Labor Relations (Area)
Managers, Labor Relations (Headquarters)

**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:

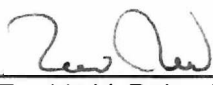
- The hourly rate will be the same as that for City Carrier Assistants.
- Over the course of a service week, the Employer will make every effort to ensure that available city carrier assistants are utilized at the straight-time rate prior to assigning such work to temporary carrier assistants working 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



April 3, 2020

AREA VICE PRESIDENTS
DISTRICT MANAGERS
POSTMASTERS

SUBJECT: COVID-19 Delivery Operations Social Distancing

As we have seen over the last several weeks, the Coronavirus Disease 2019 (COVID-19) pandemic is having a drastic impact on the American people. During times of turbulence, however, the critical role of the Postal Service becomes abundantly clear. Throughout this crisis, the Postal Service has continued to provide essential services to the American people as we accept, process, and deliver needed medicines, packages and important information to a worried nation.

Delivery is one of the Postal Service's core missions, and our letter carriers serve a vital function that binds our nation together. Six to seven days a week, our carriers are in neighborhoods throughout the country. They become familiar faces in communities; their daily visits to America's homes and businesses are often eagerly anticipated. In addition to the critical service our carriers provide, their presence, particularly in times of crisis, provides the American people with needed assurance that the government is working and better days are on the horizon. In a real sense, our carriers serve as the touchpoint to the postal system, which is a part of the nation's critical infrastructure—linking together our communities and neighborhoods throughout the land.

While we continue to provide essential services to the American public, it is imperative that we do everything within our power to ensure the health and safety of our employees. With regard to our letter carriers in particular, it is imperative that we provide them with both the means and information to practice effective social distancing given their particular work methods and the ways in which they serve our customers.

Please ensure we have met with our local delivery union leadership to discuss potential scheduling and office setup changes which would create a work environment that promotes social distancing. The attached Memorandum of Understanding between the Postal Service and National Association of Letter Carriers outlines a list of changes that should be included in these discussions.

The American public is relying upon the Postal Service to fulfill its critical mission during this crisis, and in order to do so we need to rely on our letter carriers who serve as a vital touchpoint to our customers. I have every confidence that our employees will continue to rise to that challenge—as they always have. As managers however, we must continue to do all that we can to keep our employees safe and healthy so that they can continue to provide the services that are so critical to the fabric of the nation.

A handwritten signature in dark ink, appearing to be "DE Williams", with a long horizontal line extending from the end of the signature.

David E. Williams

Attachment

Mandatory Stand-Up Talk

April 2, 2020

Taking leave during COVID-19

Families First Coronavirus Response Act guidance

Effective April 1, 2020, the Families First Coronavirus Response Act (FFCRA) provides employees with two additional types of leave. These new leave entitlements are in addition to leave you are already entitled to under the Employee and Labor Relations Manual (ELM) and any applicable Memorandum of Understanding (MOUs).

As a postal employee, you have certain rights under the Families First Coronavirus Response Act recently signed into law. These provisions will apply from April 1, 2020, through the end of the year.

Emergency Sick Leave (up to 80 hours)

Employees are eligible to use up to 80 hours of emergency paid sick leave based on average number of hours worked in a 2-week period. This leave is available to both career and non-career employees regardless of tenure. The reasons for which an employee may use Emergency Sick Leave include:

- To comply with a Federal, State or local quarantine order related to COVID 19, or to care for someone who is;
- To self-quarantine based on a health care provider's advice, or care for someone who has been advised to self-quarantine, related to COVID-19;
- To seek medical care related to symptoms of COVID-19 symptoms and obtain a medical diagnosis;
- To care for his or her child whose school or place of care is closed (or child care provider is unavailable due to COVID-19 related reasons).

There are pay rate limitations associated with this leave type; please go to Blue or Light Blue to get more details.

Family Medical Leave Act Expansion

Employees may also use Family Medical Leave Act (FMLA) to care for children under 18 whose school or place of care is closed due to COVID-19. This entitlement is available to career and non-career employees after 30 days of employment.

- As with other qualifying reasons, an employee who is eligible for this type of leave can take up to 12 weeks of FMLA protected leave in a calendar year. If an employee has already exhausted all 12 weeks for a different qualifying reason, no additional FMLA leave is provided under this Act.
- The first 2 weeks of this leave are unpaid, unless an employee chooses to substitute other types of paid leave.
- The following 10 weeks will be paid leave at 2/3 of an employee's normal pay, but in no event more than \$200 a day, or \$10,000 in the aggregate.

Both leave entitlement types can be used sequentially to avoid 2 weeks of unpaid leave if employees elect to do so.

This legislation is meant to ensure that workers are not forced to choose between their paychecks and the public health measures needed to combat the COVID-19 virus. Your health and well-being are our top priority.

Additional details about the act's provisions and other COVID-19 information can be found on the special **COVID-19** pages of our internal website, Blue, and our employee website, LiteBlue. For additional questions please contact the HR Shared Service Center at 1-877-477-3273 and select Option 5.

Stay safe. Thank you for listening, and thank you for your professionalism, commitment, and for all you do for our customers, your co-workers and the Postal Service.

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FEDERAL EMPLOYEE RIGHTS

PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The **Families First Coronavirus Response Act (FFCRA or Act)** requires the Federal government to provide all of its employees with paid sick leave and, for employees who are covered under Title I of the Family and Medical Leave Act (FMLA), with expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

► PAID LEAVE ENTITLEMENTS

Generally, the Federal government must provide Federal employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total; and
- $\frac{2}{3}$ for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total.

Federal employees including those not covered under Title I of the FMLA can receive either $\frac{2}{3}$ of the higher of their regular rate of pay, or the applicable state or Federal minimum wage for the two-week period for qualifying reason #5 below. However, for leave under qualifying reason #5, Federal employees covered under Title I of the FMLA can receive 10 additional weeks of expanded family and medical leave for reason #5 below, up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

► ELIGIBLE EMPLOYEES

All Federal employees are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Federal employees who are covered under Title I of the FMLA and have been employed for at least 30 days* prior to their leave request are eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.

Most federal employees are not covered under Title I of the FMLA and so would not be eligible for partially paid expanded family and medical leave. Please consult with your agency to determine whether you are covered under Title I of the FMLA. The Office of Personnel and Management will issue guidance on this question.

► QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

A Federal employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to **telework**, because the employee:

- | | |
|---|---|
| <ol style="list-style-type: none">1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;2. has been advised by a health care provider to self-quarantine related to COVID-19;3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2); | <ol style="list-style-type: none">5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services. |
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► ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA for Federal employers covered under Title I of the FMLA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Federal employers covered under Title I of the FMLA in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

For additional information
or to file a complaint:

1-866-487-9243

TTY: 1-877-889-5627

dol.gov/agencies/whd



WH1423 REV 03/20

NEWS & INFORMATION

March 27, 2020

Letter Carriers' Stamp Out

Hunger® Food Drive Postponed

The 28th annual Letter Carriers' Stamp Out Hunger® Food Drive, scheduled for May 9, 2020, has been postponed. The NALC, as well as our national partners, are fully committed to rescheduling the food drive later in 2020. A new date has not yet been scheduled.



The annual success of the food drive is largely due to the efforts of letter carriers, other postal employees, postal customers, community volunteers and many more. Their safety is of paramount importance. Much of the United States is currently under shelter in place or similar advisories due to the COVID-19 pandemic, and public health authorities such as the Centers for Disease Control and Prevention (CDC) have issued guidelines that include social distancing. While it is unknown how long these guidelines will remain in place, it is highly unlikely that those involved in the food drive will be able to safely participate just six weeks from now.

NALC and our national partners recognize that food assistance is a critical need for many during this difficult time, and we remain committed to helping those in need in the communities we serve across America. We look forward to once again holding the largest one-day food drive in America when it is safe to do so.

Millions of Americans donate food on the second Saturday in May every year to help fight hunger in their communities. While we may not be able to safely conduct the food drive on its traditional date, we encourage those that would participate to consider donations that may be safely made to food banks in the form of food or financial assistance. Letter carriers, our national partners, community supporters and volunteers will be prepared to Stamp Out Hunger® once again when it is safe to do so.