



MEMO

To the Branch 2184 Leadership Council, July 6, 2021

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

As we reach the middle of the summer months, this Leadership Council Memo will begin with an update on Branch administrative matters. Regarding overall Branch 2184 operations, the status is quo at the present time. Steward and executive board meetings will continue to be conducted telephonically during the summer months. We will also continue to conduct business with our members telephonically wherever feasible.

Branch President Walt McGregory has also announced a planned and tentative return to in-person meetings effective with the scheduled regular membership meeting on Wednesday, September 1. The installation of Branch 2184 officers and stewards for the balance of the 2021-2023 term of office will take place at that meeting. Of note, the September meeting has in recent years also been an occasion to honor our most recent NALC Gold Card members, those that have achieved 50, 60, or 70 years of membership during the past year. That will not be done at the September meeting this year. However, this will occur at a future meeting or other Branch function, to be determined.

Also tentatively resuming in September will be in-person steward and executive board meetings at the Branch office. The scheduled steward meetings in September are at 7:00 p.m. Tuesday, September 14 and Monday, September 20. The executive board meeting is at 7:30 p.m. on Monday, September 27.

On Saturday, June 19 the Letter Carrier Pay Schedule was updated to reflect the elimination of Step CC in Table 3, the City Carrier Assistant Schedule. Step BB and its pay rate (currently \$18.51 an hour) became the new entry step for new CCA hires. The new waiting period from Step BB to Step AA for CCAs is now 52 weeks. All CCAs will receive an additional 2.3% pay increase, effective on Saturday, November 20, 2021.

The next pay increase for career city carriers (PTFs and fulltime regulars) will be a COLA increase that becomes effective the second full pay period after the release of the July 2021 Consumer Price Index (CPI). This will most likely occur on the first day of Pay period 19, 2021, which is Saturday, August 28. As discussed in last month's Leadership Council Memo, this COLA increase will be one of the largest ever, because of a sharp increase in prices for most consumer goods and services. The next regular contractual pay increase will be 1.3%, effective on Saturday, November 20, 2021.

The Postal Service is continuing the calculation of retroactive pay for active carriers and recent retirees for the period of November 19, 2019 through April 9, 2021. This covers five pay increases, two contractual pay raises and three COLA adjustments. Although a specific pay date has not yet been announced, it is expected this should be during the next one to two months. The retroactive pay will come in the form of an adjustment to a regular paycheck, with its own separate set of deductions for taxes.

With the ongoing conversion of CCAs to career PTF status in Branch 2184 following the attainment of 24 months of relative standing in their current installation, stewards should be aware of an important National level arbitration decision that came out of the Mailhandler Craft. This involves disciplinary actions for non-career employees being "carried over" and cited in subsequent discipline for the same employee after they have converted to career status.

National Arbitrator Shyam Das ruled that non-career employees that are converted to career status are “new employees.” As such, disciplinary actions issued to these employees while still in a non-career status could not be “carried over” to their subsequent career employment. Although this grievance originated in the Mailhandler Craft, the National Level resolution of the dispute in a manner which is favorable to the union makes this an important decision for all postal unions to use in any situation where management attempts to cite disciplinary action issued to an employee while in a non-career status as a basis or consideration for subsequent discipline issued following a career appointment. A copy of Arbitrator Das’s decision is at the Branch 2184 office.

A situation occurred in one of our Branch 2184 stations where a letter carrier attempted to “rescind” a bid made on PS Form 1717 for a posted vacant assignment they had bid on. However, the carrier did not attempt to do so until after the bidding period had ended and the assignment had been awarded to them as the senior bidder. Although any career regular letter carrier can rescind a bid already made on a vacant assignment while the bidding period is still open, simply by completing and then submitting another PS Form 1717 with such notification, **a bid cannot be rescinded following the opening of the bids and awarding of the assignment.** The senior bidder must assume the bid-for assignment and can only return to the previous assignment by successfully bidding back on it when it is posted.

As Branch Vice-President Jackie McGregory wrote about in her May/June article for the Branch paper, the designation of Juneteenth (June 19) as a federal holiday caused an extensive amount of misinformation and misunderstanding pertaining to how and when letter carriers and the Postal Service observe holidays. As NALC union officials know (but that apparently a lot of our members do not know) the ten designated postal holidays are negotiated into the NALC/USPS Contract, and they are specifically the subject and content of Article 11. The negotiated method for scheduling letter carriers to work as part of a holiday schedule in Branch 2184 is found in Item #13 of our Local Memorandum of Understanding (LMOU). Even fewer of our members seem to even know that we have a local contract. Thus, misinformation runs rampant.

As Jackie noted, the inclusion of Juneteenth as an additional USPS holiday must be negotiated with the postal unions. If and when it is added to the current ten holidays, this would occur either through a National Level Memorandum of Understanding or through Contract negotiations. Of note, the next round of Contract negotiations between the NALC and USPS should take place in early 2023, given the expiration date of the current Contract on May 20, 2023. As a bit of history, prior to 1987 there were only nine postal holidays. Beginning in that year, the Martin Luther King, Jr. holiday was added – through contract negotiations.

Letter carriers requesting EFEL/Covid-19 leave should be advised that they must fill out PS Forms 3971 completely, including the appropriate number (1 through 8) as a qualifying reason for the use of the leave. This is in addition to completing the other required forms and meeting the other documentation requirements as required by OPM for this leave.

Letter Carrier Pay Schedule

City Carrier Wage Schedule: Effective June 19, 2021 (Elimination of Table Three Step CC)

The following salary and rate schedule is for all NALC-represented employees.

Career city letter carrier increases

Effective Date	Type of Increase	Amount
Nov. 23, 2019	General wage increase	1.1%
Feb. 29, 2020	January COLA	\$166
Aug. 29, 2020	July COLA	\$188
Nov. 21, 2020	General wage increase	1.1%
Feb. 27, 2021	January COLA	\$416
TBA*	July COLA	TBD
Nov. 20, 2021	General wage increase	1.3%
TBA*	January COLA	TBD
TBA*	July COLA	TBD
Nov. 19, 2022	General wage increase	1.3%
TBA*	January COLA	TBD

City carrier assistant increases

Date	Type of Increase	Amount
Nov. 23, 2019	General wage increase	2.1%
Nov. 21, 2020	General wage increase	2.1%
Nov. 20, 2021	General wage increase	2.3%
Nov. 19, 2022	General wage increase	2.3%

Back pay adjustments for the two general wage increases and three COLAS will be calculated and paid by USPS as soon as practicable.

NOTE: Upon conversion to Full-Time, Part-Time Flexible employees in Table Two will be slotted into the Full-Time Step commensurate with their number of weeks as a PTF, and retain their time credit toward the next step.

NOTE: Effective Nov. 19, 2022, Table One and Table Two will be modified to include an additional Step P that is \$444 more than Step O of the basic salary schedule in Tables One and Two.

NOTE: Carrier Technicians receive additional compensation equivalent to 2.1% of the employee's applicable hourly rate for all paid hours.

NOTE: The full COLAs will be added to the salaries of all steps in Table 1 and Step O of Table 2, with proportionate application of the COLA to Steps A-N of Table 2.

* NOTE: In accordance with Article 9.3.B, COLAs become effective the second full pay period after the release of the January and July Consumer Price Index for Urban Wage Earners and Clerical Workers.

Table 1: City Carrier Schedule

RSC Q (NALC)

This schedule applies to all carriers with a career appointment date prior to Jan. 12, 2013.

Basic Annual Salaries																MOST PREV. STEP
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
City Carrier (Grade 2)	54,776	59,105	59,205	62,302	62,752	63,204	63,649	64,095	64,547	64,984	65,438	65,890	66,334	66,792	67,237	452
Carrier Technician**	55,926	60,346	60,448	63,610	64,070	64,531	64,986	65,441	65,902	66,349	66,812	67,274	67,727	68,195	68,649	461
Part-Time Flexible Employees - Hourly Basic Rates																
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
City Carrier (Grade 2)	27.39	29.55	29.60	31.15	31.38	31.60	31.82	32.05	32.27	32.49	32.72	32.95	33.17	33.40	33.62	
Carrier Technician**	27.96	30.17	30.22	31.81	32.04	32.27	32.49	32.72	32.95	33.17	33.41	33.64	33.86	34.10	34.32	
Full-Time/Part-Time Regular Employees - Hourly Basic Rates																
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
City Carrier (Grade 2)	26.33	28.42	28.46	29.95	30.17	30.39	30.60	30.81	31.03	31.24	31.46	31.68	31.89	32.11	32.33	
Carrier Technician**	26.89	29.01	29.06	30.58	30.80	31.02	31.24	31.46	31.68	31.90	32.12	32.34	32.56	32.79	33.00	
Step Increase Waiting Periods (In Weeks)																YRS.
Steps (From-To)	A-B	B-C	C-D	D-E	E-F	F-G	G-H	H-I	I-J	J-K	K-L	L-M	M-N	N-O		
	96	96	44	44	44	44	44	44	44	34	34	26	26	24		12.4

** Carrier Technicians receive an additional 2.1%

Table 2: City Carrier Schedule

RSC Q7 (NALC)

This schedule applies to all carriers with a career appointment date on or after Jan. 12, 2013.

Basic Annual Salaries																MOST PREV. STEP	
	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
City Carrier (Grade 2)		41,353	43,200	45,049	46,898	48,748	50,595	52,446	54,296	56,144	57,993	59,843	61,690	63,541	65,389	67,237	1,850
Carrier Technician**		42,221	44,107	45,995	47,883	49,772	51,657	53,547	55,436	57,323	59,211	61,100	62,985	64,875	66,762	68,649	1,889
Part-Time Flexible Employees - Hourly Basic Rates																	
City Carrier (Grade 2)	19.88	20.68	21.60	22.52	23.45	24.37	25.30	26.22	27.15	28.07	29.00	29.92	30.85	31.77	32.69	33.62	
Carrier Technician**	20.30	21.11	22.05	23.00	23.94	24.89	25.83	26.77	27.72	28.66	29.61	30.55	31.49	32.44	33.38	34.32	
Full-Time/Part-Time Regular Employees - Hourly Basic Rates																	
City Carrier (Grade 2)		19.88	20.77	21.66	22.55	23.44	24.32	25.21	26.10	26.99	27.88	28.77	29.66	30.55	31.44	32.33	
Carrier Technician**		20.30	21.21	22.11	23.02	23.93	24.84	25.74	26.65	27.56	28.47	29.38	30.28	31.19	32.10	33.00	
Percent Step O																	
		61.50%	64.25%	67.00%	69.75%	72.50%	75.25%	78.00%	80.75%	83.50%	86.25%	89.00%	91.75%	94.50%	97.25%	100.00%	
Step Increase Waiting Periods (In Weeks)																	
Steps (From-To)	AA-A	A-B	B-C	C-D	D-E	E-F	F-G	G-H	H-I	I-J	J-K	K-L	L-M	M-N	N-O		YRS.
	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46		12.4
** Carrier Technicians receive an additional 2.1%																	

** Carrier Technicians receive an additional 2.1%

Table 3: City Carrier Assistant Schedule

Hourly Rates

RSC Q4 (NALC)

This schedule applies to CCA Hires with no previous TE service.

This schedule applies to CCA Hires with previous TE service after Sept. 29, 2007, who were on the rolls as of Jan. 10, 2013.

	BB	AA		BB	AA
City Carrier (Grade 2)	18.51	19.01		20.00	20.50
Carrier Technician (add 2.1%)	18.90	19.41		20.42	20.93
Steps (From BB to AA) in weeks	52			52	

NOTE: Effective June 19, 2021, the Step CC pay rate in Table Three was eliminated. All CCAs at step CC as of that date were moved into step BB, receiving a 50 cent per hour raise. Step BB and its pay rate are the new entry step for new CCA hires. The new waiting period from Step BB to Step AA is 52 weeks. CCAs who were in step CC on June 19, 2021, will maintain their time-in-step credit toward step AA and will receive their next step increase to step AA after 52 weeks of service. CCAs that were in step BB as of June 19 will have 12 weeks added to their current time-in-step credit toward step AA. This will ensure all CCAs will reach step AA after 52 weeks of service.



Branch 2184 ... "Speaks"

Official Publication of Branch 2184, NALC, AFL-CIO

July/August, 1991



Branch 2184
National Association
of Letter Carriers
AFL-CIO
6969 Monroe
Taylor, MI 48180
(313) 295-1640

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

7:00 p.m. - 9:00 p.m.
Monday Evenings

Calendar

Labor Day
September 2, 1991

Next Branch Meeting:
September 4, 1991
7:30 p.m.
Union Hall

Next Retirees Meeting:
September 11, 1991
1:00 p.m.
Union Hall

LP PTF SEPARATED FOR NOT CROSSING ALL LAWNS

Lincoln Park. OIC Moreillon has separated PTF Jeff McCoy seven days before his probationary period was to have expired. In the termination notice dated July 10, 1991 Moreillon writes, "The reason for this action is: Failing to follow the instructions of your supervisor(s); specifically in regards to taking all obvious shortcuts." (Punctuation added.) Moreillon euphemizes crossing lawns with the 'all obvious shortcuts' phrase, but there is no doubt in what she meant. McCoy commented, "At my 60 day evaluation, which took place approximately on the seventieth day of my employment, I was told I was not crossing lawns. When I was trained (by Detroit MSC personnel) I was told that crossing of lawns was permitted, but it was at my discretion. I was never told by a Lincoln Park supervisor to cross any particular lawn. Following the 60 day evaluation I crossed some lawns; others I didn't because of signs that indicated they were recently sprayed with chemicals or by my observation were especially well-groomed or landscaping made it impossible. I never fully understood what my supervisor meant by crossing lawns."

President Manning sympathizes with McCoy and is representing him in a charge filed with the National Labor Relations Board and a complaint filed with an EEO counselor.

Manning has noted some peculiarities about the case. "McCoy's 60 day evaluation by Kreager dated 6-29-91 indicates that McCoy meets expectations in the performance factor of "following directions." Eleven days later the termination notice is issued on 7-10-91 but yet the 80 day evaluation, which indicates that McCoy does not meet expectations in the performance factor of following directions, is dated 7-12-91. The record clearly indicates that McCoy was separated by Moreillon before the 80 day evaluation recommending separation was received by her."

See PTF, page 7



Branch 2184 ... "Speaks"

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September, 1991



Branch 2184
National Association
of Letter Carriers
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6969 Monroe
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(313) 295-1640

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

7:00 p.m. - 9:00 p.m.
Monday Evenings

Calendar

Next Branch Meeting:
October 2, 1991
7:30 p.m.
Union Hall

Next Retirees Meeting:
October 9, 1991
1:00 p.m.
Union Hall

Columbus Day
October 14, 1991

GRIEVE ROUTE INSPECTION DATA

DETROIT, AUGUST 6, 1991. Field Director, Field Operations Director John Talick surprised the division conference by claiming that the mail count and route inspection procedure in Chapter 2 of the M-39 Handbook is inherently subjective and grievances are to be expected. He longs for a better system but claimed that the M-39 provisions will be followed.

President Manning protested that the M-39 provisions of Chapter 2 were not followed during the evaluation of the Trenton data. Manning pointed out that the value of adjustments to various assignments were not calculated by one of the methods in Chapter 2, but by DUVRS calculations or the minor adjustment processes of Chapter 1. Manning also protested the subjective interpretations of examiners by relating that examiners are disallowing "excessive bathroom time." **Manning noted that he knows of no regulation requiring carriers to relieve themselves in a certain period of time.**

Talick responded that those kinds of disallowances are to keep carriers from taking advantage of the inherently subjective system.

Manning has concluded from the conference that most of the directors consider carriers to be indolent. He takes offense to such an attitude. Carriers, like most union workers, take great pride in what they do on a daily basis. They are not lazy and they deserve to be evaluated on their assignments fairly. If the results of the Trenton adjustments are an indication of what is to come, carriers must be prepared to protect their integrity and that of their assignment.

Education is one of the protective tools. The *Best Efforts* training will be repeated throughout the fall and winter months. All of the branch's offices are scheduled for mail count and route inspections. They are to be completed by November, 1992. Make arrangements to attend one of the sessions to become versed in the inspection procedure.

See Inspections, page 9

For related articles see EVP's column, p. 3; Two-Pass, p. 5; Marriage Mail, p. 9 and Commentary, p. 10.

3 On Route

31 Use of Transportation

311 **Bus and Street Car**

Proceed to location designated on PS Form 1564-A to board bus or street car. Do not loiter en route. If you miss the scheduled transportation, it may be several minutes before the next one arrives, causing a delay in the delivery of mail.

312 **Private Car and Motorized Routes**

If you are authorized to use your own car or are provided a vehicle, drive to the first delivery point without delay.

32 Delivery of Ordinary Mail Matter

321 **Foot Routes**

321.1 Unstrap the first bundle of mail.

321.2 Verify the street, block, and number with street sign and number on first house.

321.3 Peel off the letters and circulars for the first house from bundle carried in the hand, and the flat mail from bundle standing on end in satchel.

321.4 Place mail well into receptacle. If a rack is available for magazines, place them in the rack. Do not place fingers into door slots. Do not place mail on steps, porches, etc.

Note: Customers must provide receptacles or door slots for mail delivery unless a business place is open when carrier arrives.

If a parcel does not fit completely within the mail receptacle or parcel locker (when available), determine if someone is available at the address by ringing the doorbell or knocking on the door. If no one is available to receive the parcel, follow the procedures in [322.311](#) and [322.312](#).

321.5 *Finger* mail between delivery stops placing it in order of delivery (see [133.2](#)). When withdrawing flats from satchel, observe and remember address of next piece to avoid back-tracking.

- 321.6 Deliver all mail carried; then pick up mail for the next part of route from the relay box. If more than one relay is in relay box, take next numbered bundles up to and including the one containing an X. Follow the same delivery procedure.

322 **Motorized Routes (See also Chapter 8)**

322.1 **Letter-Size Mail Delivery**

- 322.11 Letter-size mail for the entire route may be placed in suitable trays or boxes rather than being strapped out. These may be used for working the mail rather than a strap. Place the container of mail in the vehicle's tray so the letter mail faces the driver. When serving house boxes, withdraw sufficient letter mail before dismounting to allow fingering to determine the next delivery stop (see [133.2](#)).
- 322.12 Any sequenced mailing received by a motorized curb delivery route shall be handled as separate bundles, unless the Delivery unit manager authorizes the casing and/or collating of the mailings.

322.2 **Flat Mail**

- 322.21 For other than one bundle system, flat mail should be strapped out, limiting the thickness of bundles to conform to the vehicle tray size and to allow good visibility through the windshield.
- 322.22 Flats may be worked from a loosened strap placed to the right of the letter tray or box.
- 322.23 Any sequenced mailing received by a motorized curb delivery route shall be handled as separate bundles, unless the Delivery unit manager authorizes the casing and/or collating of the mailings.

322.3 **Parcels**

- 322.31 Load parcels directly into the vehicle from hampers or sacks. Normally separate the parcels in delivery sequence. Make a mental note of the first parcel delivery point. When this parcel has been delivered, make mental note of the next, and so on, until all parcels have been delivered. For any parcel that does not fit into the customer's mailbox or parcel locker (when available), an attempt to deliver must be made at the customer's door. If no one is available to receive the parcel, follow the procedures in [322.311](#) and [322.312](#).
- 322.311 **When the Carrier Is Authorized to Leave Parcels**
- a. Uninsured parcels or parcels that do not require a signature may be left in an unprotected location such as a stairway or uncovered porch when the mailer participates in the Carrier Release Program by endorsing the parcel "Carrier — Leave If No Response" or the addressee has given written directions for an alternate delivery location. PS Form 3849, *Delivery Notice/Reminder/Receipt*, with the "It Is Located: _____" block completed, must be left in the mail receptacle notifying the addressee of the mail left in the authorized alternate location.

- b. By following the mailer's or addressee's instructions, the Postal Service provides customers with a more convenient way to receive parcels. Carriers are not liable for loss or theft where these instructions and postal regulations are followed.
- c. Mailers who participate in the Carrier Release Program understand that there are unsecured areas where the Postal Service will leave parcels and also that carriers will leave packages without protection from inclement weather.

322.312 **When the Carrier Is Not Authorized to Leave Parcels**

- a. *When someone is usually available to receive parcels.* When an uninsured parcel, a parcel not requiring a signature, or a parcel that is not part of the Carrier Release Program is not delivered on the first attempt and the carrier knows that someone at the address is usually available to receive parcels, do not leave PS Form 3849, *Delivery Notice/Reminder/Receipt*. Write the date and the carrier's initials and route number near the address and return the parcel to the office. Place the parcel in the gurney at the carrier's case. Attempt a second delivery on the next delivery day. If the parcel is not delivered after the second attempt, complete and leave PS Form 3849. Legibly endorse the form with the following information:
 - (1) Article number (if applicable).
 - (2) Date.
 - (3) Sender's name.
 - (4) Type of mail.
 - (5) Article requiring signature at time of delivery (if applicable).
 - (6) Addressee's name and address.
 - (7) Amount due (if applicable).
 - (8) Date and time customer can pick up article at Post Office.
- b. *When someone is not usually available to receive parcels.* If no one is available to receive the parcel, the carrier knows that someone at the address is *not* usually available to receive parcels, or the parcel is insured, requires a signature, or is not part of the Carrier Release Program, complete and leave PS Form 3849 (see Exhibit 322.312) after the first attempt. When the carrier does not know if someone is usually available to receive parcels, PS Form 3849 should be left after the first attempt if the parcel is insured, requires a signature, or is not part of the Carrier Release Program. Endorse the parcel near the address, showing the reason for nondelivery (e.g., "No Response"), date delivery was attempted, and the carrier's initials and route number. Upon returning to the office, deposit the parcel in the designated place for undelivered parcels.

Exhibit 322.312
PS Form 3849

United States Postal Service		Today's Date	Sender's Name
Sorry We Missed You! We ^W Deliver for You		2/12/00	
Item is at:	Available for Pick-up After	We will redeliver or you or your agent can pick up. See reverse.	
<input checked="" type="checkbox"/> Post Office (See back)	Date: 2/12 Time: 3:00 pm		
<input type="checkbox"/> Letter <input type="checkbox"/> Large envelope, magazine, catalog, etc. <input checked="" type="checkbox"/> Parcel <input type="checkbox"/> Restricted Delivery <input type="checkbox"/> Perishable Item <input type="checkbox"/> Other:	For Delivery: (Enter total number of items delivered by service type) For Notice Left: (Check applicable item) <input type="checkbox"/> Express Mail (We will attempt to deliver on the next delivery day unless you instruct the post office to hold it.) <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Certified <input type="checkbox"/> Recorded Delivery <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Firm Bill	<input type="checkbox"/> If checked, you or your agent must be present at time of delivery to sign for item Article Number(s) Notice Left Section Customer Name and Address T. Douglas	
Article Requiring Payment		Amount Due	
<input type="checkbox"/> Postage Due <input type="checkbox"/> COD <input type="checkbox"/> Customs		\$	
<input type="checkbox"/> Final Notice: Article will be returned to sender on		Delivered By and Date	
PS Form 3849, November 1999		Delivery Notice/Reminder/Receipt	

322.32 Redelivery of Parcels

Except as provided in [322.312a](#), make a second attempt only if requested by the addressee. If the redelivery request is made using PS Form 3849, take the form back to the office and give it to the accountable mail clerk. The carrier will receive the parcel from the accountable mail clerk on the day the addressee requested redelivery. If delivery is not made on the second attempt and the addressee did not authorize the parcel to be left, leave PS Form 3849, with the *Final Notice* block checked. Endorse the parcel to show a final notice was left and return the parcel to the designated place for holding undelivered parcels.

323 Park and Loop Routes

323.1 Description

Delivery of mail on park and loop routes is *basically* the same as for foot routes with relays. The vehicle is used as a movable relay box from which the carrier withdraws a substantial amount of mail, placing the mail into his satchel before beginning the route. Delivery is then made to one side of the street up to a certain location, and then on the other side of the street (looping) back to the vehicle for additional relays, parcels and/or moves to the other park points.

323.2 Parking Points and Route Patterns

- 323.21 Route patterns are set up to provide for as few vehicle moves as possible. The ideal location for parking points is at an intersection of two streets where four relays may be carried without the need for a vehicle move. Many variations are possible depending on mail volumes, terrain, curb line boxes, traffic, safety, average lot frontage, and eliminating deadheading.
- 323.22 Due to many variables, many route patterns or combination of patterns are possible. The most efficient method should be authorized by the unit manager with involvement of the carrier serving the route.

8 Vehicle Operations

81 Vehicle Regulations and Safety Practices

811 Vehicle Regulations

811.1 Responsibility of Carrier

- 811.11 Be sure you are qualified to drive the vehicle assigned to you; maintain a valid state driver's license.
- 811.12 Advise your immediate manager of suspension or revocation of your state license.

811.2 Authorized Riders

- 811.21 Postal employees with proper identification may ride in motor vehicle when necessary to perform their official duties. Unauthorized riders in postal vehicles are prohibited.
- 811.22 Employees may not ride in postal vehicles when off duty, nor when on duty unless riding is essential to the duty being performed.
- 811.23 All employees, including route examiners and officials, are forbidden to ride on powered industrial mobile equipment as passengers.
- 811.24 Route examiners may use a separate motor vehicle for which they have been qualified and authorized when making light delivery vehicle route inspections.

812 Safety Practices

- 812.1 Practice safety in the office and on the route.
- 812.2 Observe all traffic regulations prescribed by law. Rules applying to the public also apply to operators of postal vehicles.
- 812.3 Seatbelts must be worn at all times the vehicle is in motion. Exception for Long Life Vehicles: In instances when the shoulder belt prevents the driver from reaching to provide delivery or collection from curbside mailboxes, only the shoulder belt may be unfastened. The lap belt must remain fastened at all times the vehicle is in motion.
- 812.31 When traveling to and from the route, when moving between park and relay points, and when entering or crossing intersecting roadways, all external vehicle doors must be closed. When operating a vehicle with sliding driver's cab doors on delivery routes and traveling in intervals of 500 feet (1/10 mile) or less at speeds not exceeding 15 MPH between delivery stops, the right-hand sliding cab door may be left open.

- 812.32 For vehicles with separate driver and cargo compartments, only working mail should be kept in the driver's compartment while performing delivery and collection duties. Interior cargo doors (if any) may be kept in the "open" position to accommodate authorized passengers being transported in auxiliary seating, operator use of cargo area windows (if any), or to aid airflow. Consider the nature of mail or equipment being transported and use good judgment in deciding when an open internal door is suitable and will not interfere with the safety of vehicle operations. Internal cargo doors must be closed and locked when the vehicle is parked (see [822e](#)).
- 812.4 Do not finger mail while driving or hold mail in your hands while the vehicle is in motion. You must use mirror to check for pedestrians ahead, in back, and on both sides before placing the vehicle in motion.
- 812.5 Arrange letter mail, flat mail, and small parcels in the work tray provided on the ledge behind the windshield so as not to obstruct vision or use of the vehicle controls. Trays must not be piled on top of other trays on the ledge behind the windshield.
- 812.6 Any authorized sticker placed on the windshield or on other glass of the vehicle must not hinder your vision.
- 812.7 Only authorized passengers are permitted to ride in postal-owned, GSA-owned, rental, or contract vehicles (including employees' privately owned vehicles when used in postal operations). All passengers must use seatbelts. Where conventional passenger seats have not been provided in the vehicle, an approved auxiliary seat, facing forward, and equipped with a backrest and seatbelts must be used. Sitting in other than an approved seat or standing in a postal vehicle while such vehicle is in motion is prohibited.

82 Postal Security

- 821 Always keep the rear door and/or tailgate of the vehicle locked, except when loading or unloading the vehicle.
- 822 Whenever the driver leaves the vehicle, the vehicle must be parked. To park the vehicle:
- Apply the foot brake and place automatic transmissions in the park position. Place manual transmissions in gear.
 - Turn the vehicle's front wheels toward the curb if you are on a flat surface or when the vehicle is facing downhill. If the vehicle is parked facing uphill, turn the front wheels away from the curb.
 - Set the hand-parking/emergency brake.
 - Turn off the engine and remove the key.
 - Lock any sliding door(s) between the truck body and cab.
 - Lock the doors if you will be out of direct sight of the vehicle.
- 823 Inspect the inside of the vehicle for mail matter after completing street duties.

83 Vehicle Assignment Procedures

831 Obtaining Vehicle

Use locally prescribed procedures for obtaining assigned vehicle and keys. The manager in charge or the dispatcher will indicate the vehicle to be used when he/she assigns the route to be served; and may assign a different vehicle whenever the need arises.

832 Inspecting Vehicle

- 832.1 Inspect vehicle as described on Notice 76, *Expanded Vehicle Safety Check* (see [Exhibit 832.1](#)) for deficiencies, body damage, or inoperable items. See [842](#) for reporting defects.
- 832.2 Check for mail or equipment which may have been left by previous driver.
- 832.3 Make sure truck is equipped with necessary collection equipment, hoop sack, if available, and satchels, trays, and sacks as needed.

Rest Breaks. National Arbitrator Britton ruled that the Postal Service must ensure that all employees stop working during an office break. Contractual breaks must be observed and cannot be waived by employees (H4N-3D-C 9419, December 22, 1988, C-08555).

41.3.L

L. In the interest of safety and health and other appropriate considerations, representatives designated by the NALC will be given an opportunity to examine, comment and to submit recommendations on new vehicle specifications during their development and before the specifications are transmitted to potential contractors, before manufacturing and upon completion of vehicles.

M. The NALC will be informed concerning changes in existing regulations relating to the duties and functions of city letter carriers. Further, it is agreed that when changes of a substantive nature are made they will only be made in accordance with the contractual obligations already binding upon the parties under Article 34, "Work and/or Time Standards."

N. Letter Carriers may cross lawns while making deliveries if customers do not object and there are no particular hazards to the carrier.

Lawn Crossing. Although in his Cincinnati Lawn Crossing decision (NC-NAT-13212, August 20, 1979, C-03228), National Arbitrator Sylvester Garrett did not set down clear standards for determining when customers have objected to "carriers" crossing their lawns and when hazards exist which would make crossing lawns unsafe. Garrett did set down the following general guidelines:

1. A carrier may be instructed broadly to take all "obvious shortcuts" and to cross all lawns where there is no reason to believe the customer may object. However, the determination of what constitutes an obvious shortcut or whether a hazard exists is made in the first instance by the carrier. The carrier's judgment can be exercised only in the light of the specific conditions at the location involved.
2. A supervisor may conclude, after personal observation and discussion with the carrier, that a particular lawn should be crossed and order the carrier to cross the lawn. The carrier may not ignore such an order with impunity. His remedy is to file a grievance. However, discipline should not be imposed upon a carrier who had exercised his discretion and not crossed lawns, merely because a supervisor later decides that some of the lawns could have been crossed.
3. The only proper instruction before and during route inspection is that the carrier deliver the route "in exactly the same manner as he does throughout the year." During the route inspection the Examiner "observes but does not supervise." Therefore, "A car-

rier cannot...be directed on the day of a route inspection to take any shortcuts which the carrier does not use throughout the year.”

41.3.O

O. The following provision without modification shall be made a part of a local agreement when requested by the local branch of the NALC during the period of local implementation; provided, however, that the local branch may on a one-time basis during the life of this Agreement elect to delete the provision from its local agreement:

“When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of, but not limited to, route adjustments, highway, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article.”

That provision may, at the local NALC Branch’s request during local implementation, be made applicable (including the right to delete it) to selected delivery units within an installation. For purposes of applying that provision, a delivery unit shall be a postal station, branch or ZIP code area. Any letter carrier in a higher level craft position who loses his/her duty assignment due solely to the implementation of that provision shall be entitled to the protected salary rate provisions (Article 9, Section 6) of this Agreement.

Branch Option on Article 41, Section 3.O. It is a branch’s option to insert (or not insert) the Article 41.3.O language in its Local Memorandum of Understanding during local implementation. Management may not refuse the branch’s request to insert the language during local implementation. The branch also may change its mind and, once during the term of the National Agreement, elect to delete the provision from the LMOU.

The protected salary rate provisions are currently found in Article 9.6.

National Arbitrator Briggs held in J94N-4J-C 98009292, October 31, 2003 (C-24768), that a route change of greater than 50 percent does not constitute an abolishment under Article 41.3.O of the National Agreement. This rule does not negate the provisions of Article 30.C or the Article 30 Memorandum, which address existing LMOU provisions (See JCAM pages 30-4 through 30-6).

National Arbitrator Snow held that when routes are posted under the provisions of Article 41.3.O it must be done “in accordance with the posting procedures in this Article” (B90N-4B-C 92021294, March 22, 1996, C-15248). This reference is to Article 41.1.B.2 which provides that postings shall be installation-wide unless the local agreement or established past practice provides otherwise. Thus, if a branch has installation-wide bidding for vacant or newly created duty assignments,

242.33 Office Time Allied Work Rules

242.331 All CFS and throwback mail will be transported to its designated location by the carrier.

242.332 No carrier shall be disciplined for failure to meet standards, except in cases of unsatisfactory effort which must be based on documented, unacceptable conduct that led to the carrier's failure to meet office standards.

242.34 Street Time Allied Work Rules

242.341 The carriers at the delivery unit will receive two 10-minute break periods. The local union may annually opt to have either (a) both breaks on the street or (b) one of the 10-minute breaks in the office and one break on the street. If two 10-minute breaks are taken on the street, they will be separate from each other. Breaks must be separate from the lunch period. The carrier shall record on Form 1564-A, *Delivery Instructions*, the approximate location of the break(s). Reasonable comfort stops will not be deducted from the carrier's actual time.

242.342 Fingering of mail between delivery points will be done only in accordance with Article 41, Section 3.I of the *National Agreement*.

242.343 The crossing of lawns will be done only in accordance with Article 41, Section 3.N of the *National Agreement*.

242.344 If during the route inspection, the supervisor notes that the letter carrier fails properly to finger mail or to take proper short cuts, and that those failures were sufficient enough to warrant a time adjustment for the route, a reinspection will be made after the letter carrier has been instructed regarding the proper procedures to be used. Every effort will be made to conduct such reinspection prior to the implementation of the adjustments in the delivery unit.

242.345 Any time adjustment to a carrier's base street time due to identified improper practices or operational changes (such as, but not limited to, the elimination of relay or park points, or travel pattern changes), must be documented by appropriate *Comments* on the reverse of Form 1840 or attachments thereto. Such adjustments must be discussed with the carrier at the time of consultation concerning the route evaluation. If the carrier, at the time of the consultation, notes the absence of such documentation in writing on the Form 1840 or attachment thereto, and initials and dates the Form 1840 or attachments thereto, and management does not supply such documentation within 1 week, with a copy to the carrier, the time adjustment shall be disallowed.

242.346 Any claim that conditions during the 8 week timecard analysis period or the week of count and inspection were not normal so as to justify not including such day or days in the base street time computation, must be documented. Such adjustments are to be discussed with the carrier at the time of consultation concerning the route evaluation. If the carrier, at the time of consultation, notes the absence of documentation in writing on the Form 1840 or attachments thereto, initials and dates the Form 1840 or attachments

ROUTE 83015 Day Thursday DATE 4/23/2015

PAGES

OFFICE Trenton ROUTE 83015 DATE 4/23/2015

Street Comment Sheet con't

It is the professional opinion of this examiner that this carriers
90 pace during delivery of the entire inspection
was a calculated and deliberate attempt to expand the field time of this route

There where multiple intances where relays could have been
doubled, due to the light volume of mail.

This carrier did not take any obvious shortcuts, such as adjacent driveways
to get to nieghboring house, or using driveways to
cross the street and the end of a street

Reviewed 3999 with Justin and brought up relays being
combined, not taking shortcuts, dilibenate pace. I said
he would be fattened up with Mike Seblump to ensure
he is combining his relays with mail carriers.
Justin offered no comments.

OFFICE Trenton ROUTE 83016 DATE 6/15/2015

Street Comment Sheet

The Route Examiner must record comments on each line on the day of inspection.

Loading Double handling of parcels and lining up SPRs

Travel to route TRVL TO ACCEPTABLE

Address of first delivery 3371 Edison

Address of last delivery before lunch 1790 Fort ST2689 West RD

Travel to lunch McDonalds

Travel from lunch West RD to Birchwood

Address of first delivery after lunch 3102 Birchwood

Address of last delivery 3180 Anna

Travel from route Anna To Harrison to West RD to Third ST to PO.

Unloading No irregularities

Did the carrier finger mail? yes

Take obvious shortcuts? Some

General Comments regarding park points, relays, deadheads, dismounts, etc.

Carrier took full relays in his satchel.

Very miticulous with relays costing excess time for relays.

Mail not available when carrier is at mailbox. Having to wait to sort mail on porch.

NALC REQUEST FOR INFORMATION

NAME OF STEWARD

TOUR OF DUTY

WORK LOCATION

GRIEVANT'S NAME

TOUR OF DUTY

GRIEVANCE FILE NO.

SUPERVISOR RECEIVING REQUEST

GRIEVANT'S SIGNATURE

INFORMATION
REQUESTED:

INFORMATION PROVIDED
YES NO

1. Copy of 3999x, All inspector notes, first 3999
and Final 3999 with Audit Trail and all 3999 data
capture summary screen.
2. ETC From (carrier) involved.

DATE INFO. REQUESTED

STEWARD'S SIGNATURE

SUPERVISOR'S SIGNATURE

DATE INFO. RECEIVED

IF INFORMATION IS NOT MADE AVAILABLE, GIVE EXPLANATION (SUPERVISOR):