

# MEMO

To the Branch 2184 Leadership Council, June 8, 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  
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

This month's Leadership Council Memo will begin as usual with a Branch administrative update. As pandemic restrictions ease the Branch will be making a measured return to some but not all of our previous operating policies and procedures. Look for further updates from Branch President Walt McGregory regarding future meetings and other Branch functions.

On Sunday, May 23, nominations were taken at a special meeting for Branch 2184 officers, stewards and convention delegates for the 2021-2023 term of office. Those nominated for positions that are uncontested are considered as elected to these positions, with the term of office scheduled to begin with the installation ceremony at the regular Branch meeting scheduled for Wednesday, September 1. Further details about this meeting will be announced by Branch President McGregory.

An election by mail ballot for the contested positions (two Branch officer positions as well as steward positions in four stations) will be conducted under the procedures outlined in our Branch Bylaws. An election committee appointed by Branch President McGregory is currently in the process of preparing the information for the ballots to be printed. These will be mailed to the current address of record for all Branch 2184 members (active and retired) in good standing. Ballots for the station steward contests will only be mailed to the active members in good standing in those stations.

Candidates for contested positions will be notified of dates, times, and locations for ballot preparation and mailing as well as the opening and counting of returned ballots. The results will be announced at the Branch executive board meeting on Monday, July 26.

The Branch continues to receive numerous calls and questions involving parttime flexible (PTF) career letter carriers. Branch 2184 PTF numbers have recently increased significantly as a result of the terms of and accompanying Memorandums in the new (2019-2023) Contract. Stewards, if you have not already done so, please print the updated PTF Q & A from the May 2021 Postal Record that was included with the documents on the Branch website for the May steward meetings, and keep them handy for reference. Contrary to what some in postal management (as well as some of the newly converted PTFs) believe, a PTF is NOT "a glorified CCA." PTFs have all of the benefits as well as many though not all of the rights of fulltime career carriers. We must ensure that those rights are protected and enforced.

The major aspects of the terms of the 2019-2023 National Agreement have been well publicized and made available by the NALC at the National level. However, as with all newly negotiated or arbitrated NALC/USPS Contracts, there are also some other less publicized, more "under the radar" changes in a few of the Contract Articles. Some are minor tweaks, but a few others are more significant. One of the more significant changes in the new Contract is found in Article 27 – Employee Claims.

Article 27 has always been somewhat of a "hybrid" Article in that the standard Article 15 grievance process is not utilized for employee claims. Rather, the claim – which still must be filed within 14 days on an employee's loss or damage to personal property while on duty, requires a different process.

The employee documents the loss, which cannot be caused by a negligent or willful act of the employee, and submits it directly to the employer at the local level, along with recommendations by a NALC steward. Local management then makes their own recommendation, and sends the claim along with accompanying recommendations to the Step B Dispute Resolution parties, who will adjudicate the claim or impasse it if agreement cannot be reached.

The significant change in the new Contract occurs in the first five words of the first sentence in Article 27. Since the 1970s, a minimum loss of \$10 had been the threshold necessary to file and employee claim. This has been changed to \$60, effective with the current National Agreement. This change will likely have the net effect of eliminating many potential employee claims for loss or damage to personal property.

Another contractual change will take effect with the next paid holiday for letter carriers (Independence Day) is the annual leave in lieu of holiday pay option, which has been added to Article 11, sections 4 and 8 of the 2019-2023 Contract. Early indications are that there is considerable misunderstanding about the procedures and specifics of this option. Stewards, please be sure to carefully read (and print) the "Contract Talk" item in the June 2021 *Postal Record*. Among other specifics concerning this new contractual provision, it specifically and only applies to work on a holiday or a designated holiday. It does NOT apply where a fulltime career employee works his or her nonscheduled day as part of a holiday schedule. Additionally, this option does apply to CCAs that are scheduled to work on the day of a holiday itself.

As the economy heats up while recovering from the pandemic recession, prices are soaring at a rate not seen since the 1970s. Because of this, the next COLA adjustment for career letter carriers is on a pace to be one of the largest ever, which is not necessarily good. Following the release of the April 2021 Consumer Price Index (CPI), the next adjustment stood at \$915 annually, with two months to go in the current six-month COLA cycle. Although a substantial increase in career letter carrier pay is all but certain with the next COLA adjustment, which will be announced in July and become effective in September, the steady increase in overall prices negates the actual value of this. Moreover, as has occurred before, once the current economic expansion cools down, letter carriers can expect a few years of minimal or no pay increases from COLA adjustments.

### Section 3. Payment

A. An employee shall receive holiday pay at the employee's base hourly straight time rate for a number of hours equal to the employee's regular daily working schedule, not to exceed eight (8) hours. **Effective with the 2021 Independence Day holiday, employees who work their holiday, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave in lieu of holiday leave pay.**

B. Holiday pay is in lieu of other paid leave to which an employee might otherwise be entitled on the employee's holiday.

### Section 4. Holiday Work

A. An employee required to work on a holiday other than Christmas shall be paid the base hourly straight time rate for each hour worked up to eight (8) hours. **Effective with the 2021 Independence Day holiday, employees who work their holiday, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave or receive the holiday pay to which the employee is entitled as above described.**

B. An employee required to work on Christmas shall be paid one and one-half (1 1/2) times the base hourly straight time rate for each hour worked. **Effective with the 2021 Independence Day holiday, employees who work their holiday, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave or receive the holiday pay to which the employee is entitled as above described.**

C. **Deferred holiday leave credited in accordance with Section 4.A or 4.B, above, will be subject to all applicable rules for requesting and scheduling annual leave and shall be combined with annual leave and counted as annual leave for the purposes of annual leave carryover.**

### Section 5. Holiday on Non-Work Day

A. When a holiday falls on Sunday, the following Monday will be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

**Contract Administration Unit**

Brian Renfro, Executive Vice President  
Lew Drass, Vice President  
Christopher Jackson, Director of City Delivery  
Manuel L. Peralta Jr., Director of Safety and Health  
Dan Toth, Director of Retired Members  
Jim Yates, Director of Life Insurance

# Annual leave in lieu of holiday pay

**F**ull-time letter carriers and part-time regular letter carriers receive holiday pay for 10 holidays per year: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. These employees receive holiday pay at the employee's base hourly straight-time rate for the number of hours equal to their regular daily work schedule, not to exceed eight hours.

City carrier assistants (CCAs) receive holiday pay for six holidays per year: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. CCAs in offices designated as having 200 workyears receive eight hours pay, while those in POSTPlan offices receive four hours. All other CCAs receive six hours of holiday pay. A POSTPlan office is any post office with a designation below Level 18, and currently there are only 23 CCAs employed in such offices throughout the country.

**Holiday pay should not be confused with holiday-worked pay or Christmas-worked pay.** Holiday pay is payable in addition to compensation for hours actually worked on a designated holiday. When full-time or part-time regular letter carriers or CCAs work their holiday (whether it's the actual holiday or their designated holiday, because their scheduled non-work day falls on a day observed as a holiday), they receive normal compensation for all of the hours they work, plus the additional holiday pay described above.

For example: A full-time regular letter carrier is scheduled to work on his or her holiday and on that day works 10 hours. The pay for that day will equal eight hours at his or her base hourly straight-time rate for the first eight hours worked, plus two hours at 1.5 times the base hourly straight-time rate for the two hours of overtime worked, plus an additional eight hours at his or her base hourly straight-time rate for the eight hours of holiday pay due.

**Beginning with the upcoming 2021 Independence Day holiday,** full-time or part-time regular letter carriers and CCAs have another option when they work their holiday. These employees who work their holiday now can, at their option, elect to have their annual leave balance credited with up to eight hours of annual leave in lieu of receiving the holiday pay described above. Employees who do not work their holiday or designated holiday may not exchange holiday pay for annual leave. This new benefit was negotiated during the latest round of collective bargaining between NALC and USPS and was subsequently included in the recently ratified 2019-2023 National Agreement.

Using the same example above of full-time regular

letter carriers who work 10 hours on their holiday but now exercise their option to receive annual leave in lieu of holiday pay, they still would receive pay for that day equal to eight hours at their base hourly straight-time rate for the first eight hours they worked, plus two hours at 1.5 times their base hourly straight-time rate for the two hours of overtime. But instead of receiving the additional eight hours of pay at their base hourly straight-time rate for the eight hours of holiday pay, they would have their annual leave balance credited with an additional eight hours of annual leave.

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**“This new benefit was negotiated during the latest round of collective bargaining between NALC and USPS and was subsequently included in the recently ratified 2019-2023 National Agreement.”**

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Parts of Article 11, Sections 3, 4 and 8 have been modified to reflect this new benefit, and now read as follows (new language is bolded):

Section 3: Payment

A. An employee shall receive holiday pay at the employee's base hourly straight time rate for a number of hours equal to the employee's regular daily working schedule, not to exceed eight (8) hours. **Effective with the 2021 Independence Day holiday, employees who work their holiday, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave in lieu of holiday leave pay.**

Section 4. Holiday Work

A. An employee required to work on a holiday other than Christmas shall be paid the base hourly straight time rate for each hour worked up to eight (8) hours. **Effective with the 2021 Independence Day holiday, employees who work their holiday, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave or receive the holiday pay to which the employee is entitled as above described.**

B. An employee required to work on Christmas shall be paid one and one-half (1 1/2) times the base hourly straight time rate for each hour worked. **Effective with the 2021 Independence Day holiday, employees who work their holi-**

*(continued on next page)*

## Annual leave (continued)

day, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave or receive the holiday pay to which the employee is entitled as above described.

C. Deferred holiday leave credited in accordance with Section 4.A or 4.B, above, will be subject to all applicable rules for requesting and scheduling annual leave and shall be combined with annual leave and counted as annual leave for the purposes of annual leave carryover.

### Section 8. City Carrier Assistant Holidays

#### C. Payment

CCAs shall receive holiday pay at the employee's base hourly straight time rate. The number of hours of holiday leave pay for a CCA will be determined by the size of the office in which he/she works:

- 200 Workyear offices 8 hours
- POSTPlan offices 4 hours
- All other offices 6 hours

Effective with the 2021 Independence Day holiday, CCAs who work on a holiday may, at their option, elect to have their annual leave balance credited with 4, 6, or 8 hours (as applicable) of annual leave in lieu of receiving holiday pay.

**Annual leave earned and received by working a holiday** is subject to all applicable rules for requesting and scheduling annual leave. This leave is added to the employee's annual leave balance and is counted for purposes of annual leave carryover.

Letter carriers who wish to exercise their option to receive annual leave instead of holiday pay must submit, to their supervisor, a completed PS Form 3971 (see below for example form) indicating such by filling in or checking the "Holiday/AL Lv Exch" box in the "Type of Absence" section. Letter carriers who have any issues receiving this new benefit should immediately contact a local NALC branch representative.

UNITED STATES POSTAL SERVICE®				Request for or Notification of Absence				
Employee's Name (Print last, first, MI.) <i>Carrier, Irma L.</i>		Employee ID <i>01234567</i>	Date Submitted (MM/DD/YYYY) <i>07/02/2021</i>	No. of Hours Requested <i>8</i>		SCHEDULED UNSCHEDULED	PP	Year
Installation (For postmaster's leave, show city, state, and ZIP Code) <i>Anytown, Georgia, 30001-9999</i>		N/S Day	Pay Loc. No. <i>999</i>	D/A Code <i>134</i>	From: Date Hour <i>07/04 0730</i>			
Time of Call or Request <i>0730</i>	Scheduled Reporting Time <i>0730</i>	If Needed, Employee Can Be Reached At: <input type="checkbox"/> Do not call		Thru: Date Hour <i>07/04 1600</i>				
Type of Absence <input type="checkbox"/> Annual <input checked="" type="checkbox"/> Holiday/AL Lv Exch <input type="checkbox"/> Carrier 701 Route <input type="checkbox"/> LWOP (See reverse) <input type="checkbox"/> Sick (See reverse) <input type="checkbox"/> Late <input type="checkbox"/> COP (See reverse) <input type="checkbox"/> Other	Documentation (For official use only) <input type="checkbox"/> FMLA Requested (Certification review - HRSSC) <input type="checkbox"/> For COP Leave (CA1 on file) <input type="checkbox"/> For Advanced Sick Leave (PS 1221 on file) <input type="checkbox"/> For Military Leave (Orders reviewed) <input type="checkbox"/> For Court Leave (Summons reviewed) <input type="checkbox"/> For Higher Level (PS 1723 on file) <input type="checkbox"/> Scheme Training/Testing Qualifying (Ademo on file)		Revised Schedule for (Date) Begin Work Lunch Out End Work Total Hours		Approved in Advance <input type="checkbox"/> Yes <input type="checkbox"/> No			
Remarks (Do not enter medical information. See Privacy Act Statement on reverse of this form.) <i>Annual Leave Credit in lieu of Holiday Pay</i>								
I understand that the annual leave authorized in excess of the amount available to me during the leave year will be charged to LWOP.								
Employee's Signature and Date <i>Irma Carrier 7/2/21</i>		Signature of Person Recording Absence and Date		Signature of Supervisor and Date Notified				
Official Action on Application (Return copy of signed request to employee.) <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved (Give reason below)								
Do not check an FMLA box until you verify the FMLA designation. <input type="checkbox"/> FMLA Designation is PENDING <input type="checkbox"/> FMLA Protected <input type="checkbox"/> Not FMLA Protected		Signature of Supervisor and Date <input type="checkbox"/> Continued on reverse						
PS Form 3971, October 2017 (Page 1 of 2) PSN 7530-02-000-9136								
Warning: The furnishing of false information on this form may result in a fine of not more than \$10,000 or imprisonment of not more than 5 years, or both (18 U.S.C. 1001).								

## 8. Discipline for Not Making Standards

### Office Time

No letter carrier can be disciplined for simply not making standards. There must be a showing of unsatisfactory effort. This showing must be based on documented, unacceptable conduct that led to the carrier's failure to meet office standards (M-39 Section 242.332).

#### **M-39**

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.

### Street Time

**There are no street standards!** In national level settlement M-00304, the parties agreed there is no set pace at which a carrier must walk and no street standard for walking. This language was reinforced in the September 16, 2011 national level settlement M-01769. The relevant language from these two settlements is shown below.

#### **M-00304**

“In keeping with the principle of a fair day's work for a fair day's pay, it is understood that there is no set pace at which a carrier must walk and no street standard for walking.”

#### **M-01769**

“...there is no set pace at which a carrier must walk and no street standard for walking.”

These settlements are reproduced in their entirety on the next two pages.



M 00304

UNITED STATES POSTAL SERVICE  
475 L'Enfant Plaza, SW  
Washington, DC 20260

OCT 22 1985

Mr. Francis J. Conners  
Vice President  
National Association of  
Letter Carriers, AFL-CIO  
100 Indiana Avenue, N.W.  
Washington, D.C. 20001-2197

Dear Mr. Conners:

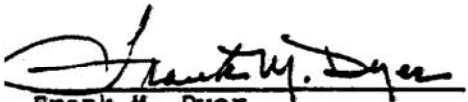
Recently we met in prearbitration discussion of the following cases:

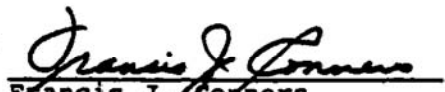
H1N-1N-D 31781, Madison, NJ	H1N-1N-D 36683, Avenel, NJ
H1N-1N-D 30460, Madison, NJ	H1N-1N-D 34559, Avenel, NJ
H1N-1Q-D 37134, Albany, NY	H1N-1N-D 28979, New Haven, CT
H1N-1N-D 36767, Avenel, NJ	H1N-1J-D 28974, New Haven, CT
H1N-1N-D 36766, Avenel, NJ	H1N-1J-D 28973, New Haven, CT
H1N-1N-D 36684, Avenel, NJ	H1N-1J-D 36895, Avenel, NJ

Each of these cases involve a disciplinary action as a result of route management. In keeping with the principle of a fair day's work for a fair day's pay, it is understood that there is no set pace at which a carrier must walk and no street standard for walking. Therefore, these cases are being remanded to the regional level of arbitration with the clear agreement between the parties that these cases are to be arbitrated at the regional level.

Please sign and return the enclosed copy of this letter acknowledging your agreement to remand these cases, withdrawing them from the pending national arbitration listing.

Sincerely,

  
Frank M. Dyer  
Labor Relations Specialist  
Arbitration Division  
Labor Relations Department

  
Francis J. Conners  
Vice President  
National Association of  
Letter Carriers, AFL-CIO

10/23/85  
(Date)

Enclosure

M-01769

Mr. Fredric V. Rolando  
President  
National Association of Letter  
Carriers, AFL-CIO  
100 Indiana Avenue, NW  
Washington, DC 20001-2144

Re: Q06N-4Q-C-11022051  
Class Action  
Washington DC 20260-4101

Dear Mr. Rolando:

Recently, our representatives met in prearbitration discussion of the above-referenced grievance.

The issue in this grievance is whether the office efficiency tool used to project office and street time in the Greater Indiana District violates the National Agreement.

After reviewing this matter, we mutually agree to settle the grievance as follows:

The subject office efficiency tool is a management tool for estimating a carrier's daily workload. The office efficiency tool used in the Greater Indiana District or any similar time projection system/tool(s) will not be used as the sole determinant for establishing office or street time projections. Accordingly, the resulting projections will not constitute the sole basis for corrective action. This agreement does not change the principle that, pursuant to Section 242.332 of Handbook M-39, "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." Furthermore, as stated in the agreement for case H1N-1N-D 31781, "there is no set pace at which a carrier must walk and no street standard for walking."

Projections are not the sole determinant of a carrier's leaving or return time, or daily workload. The use of any management created system or tool that calculates a workload projection does not change the letter carrier's reporting requirements outlined in section 131.4 of Handbook M-41, the supervisor's scheduling responsibilities outlined in section 122 of Handbook M-39, or the letter carrier's and supervisor's responsibilities contained in Section 28 of Handbook M-41.

This settlement is made without prejudice to the parties' rights under the National Agreement.

Please sign and return the enclosed copy of this decision as acknowledgement of our agreement to resolve this case, removing it from the national arbitration docket.

Time limits were extended by mutual consent.

Sincerely,



Alan S. Mobre  
Manager  
Labor Relations Policy  
and Programs



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

Date: 9-16-11



## 2. Overtime During Count Week

If necessary, overtime may be used to enable the regularly assigned carrier to complete delivery during the days of the count week (M-39 Section 221.137.

### **M-39**

221.137 If necessary, overtime may be used to enable the regularly assigned carrier to complete delivery during the days of the count week.

This provision is much more limited than it may appear to be as a result of a national settlement (M-01106). This settlement makes it clear that the overtime provisions of Article 8 and the associated memorandums remain in full force and effect during the week of route count and inspection except for two situations:

- On the day(s) during the week of inspection when the carrier is accompanied by a route examiner, management may require a carrier not on the OTDL to work overtime on his/her own route in order to allow for completion of the inspection.
- On the other days during the week of inspection when the carrier counts mail, management may require a carrier not on the OTDL to work overtime on his/her own route for the amount of time used to count the mail.

M-01106 is printed in its entirety on next two pages.



UNITED STATES POSTAL SERVICE  
475 L'ENFANT PLAZA SW  
WASHINGTON DC 20260

M-01106

**RECEIVED**

NOV 25 1992

CONTRACT ADMINISTRATION UNIT  
N.A.L.C. WASHINGTON, D.C.

Mr. Lawrence G. Hutchins  
Vice President  
National Association of  
Letter Carriers, AFL-CIO  
100 Indiana Avenue, N.W.  
Washington, DC 20001-2197

RE: H7N-1N-C 34068/34114  
CLASS ACTION/M. CHASEN  
SPOTSWOOD, NJ 08884

Dear Mr. Hutchins:

On November 5, 1992 we met in prearbitration discussion of the above-referenced cases, which are currently pending national level arbitration.

The issue in these cases is whether management violated the National Agreement by requiring a carrier who was not on the overtime desired list to work overtime during the week of count and inspection.

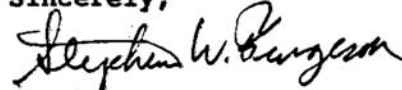
During our discussions, we mutually agreed to the following:


- 1) The overtime provisions of Article 8 and the associated Memorandums of Understanding remain in full force and effect during the week of count and inspection except that henceforth:
  - a. On the day during the week of inspection when the carrier is accompanied by a route examiner, management may require a carrier not on the overtime desired list or work assignment list to work overtime on his/her own route in order to allow for completion of the inspection.
  - b. On the other days during the week of inspection when the carrier counts mail, management may require a carrier not on the overtime desired list or work assignment list to work overtime on his/her own route for the amount of time used to count the mail.
- 2) The grievance is remanded to Step 3 for the determination of remedy.

M-01106

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle these cases and to withdraw the above captioned cases from the pending national arbitration listing.

Sincerely,

  
Stephen W. Furgeson  
General Manager  
Grievance and Arbitration  
Division


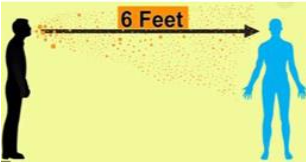

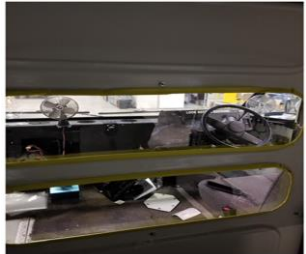



  
Lawrence G. Hutchins  
Vice President  
National Association of Letter  
Carriers, AFL-CIO

11/24/92  
Date

Enclosure

Standard Work Instructions:	Standard Work Instruction for Conducting a PS Form 3999 in LLV with Modified Bulkhead Door (Interior Horizontal Sliding Cargo Door)	Tracking:
Purpose:	To limit the exposure of COVID-19 for Letter Carriers & Examiners	
Updated on:	5-4-2021	Version 2

Go to HQ COVID-19 Website	Maintain at Least 6 ft. Separation	Use Proper PPE	Respiratory Etiquette and Hygiene	Practice Safe Driving
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	Steps	Key Points
	Visit the HQ COVID-19 Website: <a href="#">Link to Site</a>	<ul style="list-style-type: none"> <li>The official source of USPS COVID-19 information can be found on the USPS Blue Page</li> </ul>
 	<p>Examiners will remain at least 6 ft. away from the carrier at all times in the office, including during:</p> <ul style="list-style-type: none"> <li>Clock ring activities</li> <li>DPS / FSS retrieval</li> <li>Vehicle load &amp; unload</li> <li>Retrieving and returning empty equipment</li> </ul>	<ul style="list-style-type: none"> <li>Comply with social distancing at all times</li> <li>Examiner and carrier will wear face coverings</li> <li>Practice good respiratory etiquette and hygiene</li> <li>Sanitize DCD before and after use</li> </ul>
 	<p>Vehicles:</p> <p>Mounted routes: examiners are recommended to ride in the vehicle</p> <p>All other routes: determination is made based on local conditions:</p> <ul style="list-style-type: none"> <li>Examiner will sit in the jump seat behind modified bulkhead door</li> <li>Examiner must enter/exit via back door and have an extra vehicle key</li> <li>Carrier to replenish and retrieve parcels by opening rear cargo door from outside LLV</li> <li>Bulkhead door (sliding cargo door) is to remain closed during the inspection</li> </ul>	<ul style="list-style-type: none"> <li>Bulkhead door will provide separation between carrier and examiner</li> <li>Wear seatbelts when vehicle is in motion</li> <li>Observations, notes and DCD entries can be made from jump seat location</li> <li>Examiner and carrier will wear face coverings</li> </ul>
 	<p>Examiners will remain at least 6 ft. away from the carrier at all times on the street (excluding when seated on jump seat and carrier is in driver's seat), including during:</p> <ul style="list-style-type: none"> <li>Mail delivery</li> <li>Relay / Reloading</li> <li>Accountable delivery</li> <li>Package delivery / pick-ups</li> <li>CPMS scan &amp; collection</li> <li>Lunch / Breaks</li> </ul>	<ul style="list-style-type: none"> <li>Observations, notes and DCD entries must be made from a 6 ft. distance</li> <li>Examiner and carrier will wear face coverings</li> <li>When a carrier retrieves items from the back of the vehicle, the examiner should first exit the jump seat and the vehicle to allow for social distancing</li> </ul>

## 2. Conduct of the Route Examiner

The role of the examiner is to observe and accurately record data. Section 232.1 of the M-39 Handbook requires the examiner to do the following:

### **M-39**

232.1 The route examiner must:

- a. Not set the pace for the carrier, but should maintain a position to observe all delivery points and conditions.
- b. Not suggest or forbid any rest or comfort stops but should make proper notations of them.
- c. Not discuss with the carrier on the day of inspection the mail volume or the evaluation of the route. These matters must be discussed with the carrier at a later date when all data has been reviewed and analyzed.
- d. Make notations on the day of inspection on the appropriate form or separate sheet of paper of all items that need attention, as well as comments on the day of inspection. Also list any comments or suggestions for improving the service on the route, as well as suggestions or comments made by the carrier during the course of the inspection for improvement in delivery and collection service.
- e. Make comments and suggestions clearly, and in sufficient detail for discussion with the carrier and for decision-making purposes. The manager who will actually discuss the results with the carrier must have enough facts and figures to reach a final decision on any necessary adjustments to the route.

Any claims of a violation of these requirements should be supported by a detailed statement from the letter carrier(s) involved.

### 3. Street Break Rules

If the route being inspected takes both rest breaks on street time, the breaks will be taken separate from each other. The street breaks must also be separate from the lunch period (M-39 Section 242.341).

#### M-39

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.

### 4. Comfort Stops

Section 242.341 of the M-39 Handbook (shown above) also provides that reasonable comfort stops will not be deducted from the carrier's actual time. You have to watch out for management trying to deduct time that was used for reasonable comfort stops. There is no one size fits all definition for what the term "reasonable" means in this instance. While management likes to put a number to everything, this is one of those situations where they just can't do that. Nature and geography control the amount of time that is reasonable for comfort stops.



UNITED STATES POSTAL SERVICE  
475 L'Enfant Plaza, SW  
Washington, DC 20260-0001

APR 15 1986

Mr. Joseph H. Johnson, Jr.  
Director, City Delivery  
National Association of  
Letter Carriers, AFL-CIO  
100 Indiana Avenue, N.W.  
Washington, D.C. 20001-2197

Re: Branch  
Whittier, CA 90605  
H1N-5B-C 29131

Dear Mr. Johnson:

On several occasions, the most recent being March 20, 1986, we met to discuss the above-captioned case at the fourth step of the contractual grievance procedure set forth in the 1981 National Agreement.

The question raised in this grievance is whether management may discipline a letter carrier for expansion of street time and/or authorized overtime using data obtained by management during a one day inspection of the carrier's route.

After further review of this matter, we mutually agreed that no national interpretive issue is fairly presented in the particulars evidenced in this case. Under Article 16, no employee may be disciplined except for just cause. In this instance, the parties agree that a one day count and inspection may not be used as the sole basis to establish a standard against which a carrier's performance may be measured for disciplinary purposes.

Whether or not discipline is properly issued, i.e., just cause exists under given circumstances, is a factual dispute suitable for regional determination.

Accordingly, we agreed to remand this case to the parties at Step 3 for further processing, if necessary.


Mr. Joseph H. Johnson, Jr.

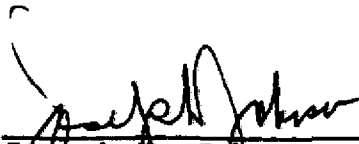
2

Please sign and return a copy of this letter as your acknowledgment of agreement to remand this case.

Time limits were extended by mutual consent.

Sincerely,

  
\_\_\_\_\_  
Thomas J. Lang  
Labor Relations Department

  
\_\_\_\_\_  
Joseph H. Johnson, Jr.  
Director, City Delivery  
National Association of Letter  
Carriers, AFL-CIO