

MEMO

To the Branch 2184 Leadership Council, Oct. 5, 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
Denise Viola
Lillian Bogosian
Chris Biegalski
Phil Ashford
Scherrie Lacey
Dave Reise
Erik Venzke
Joshua Nagy
Shavon Alexander
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

This Leadership Council Memo will again begin with an update pertaining to Branch administrative matters and related information. Foremost on most minds was the monthly Branch membership meeting which had been scheduled for Wednesday, October 7 and which was to include nominations for Branch 2184 officers, station stewards, and convention delegates for the 2021-2023 term of office. All possible considerations for holding this traditionally high attendance meeting in a safe and feasible manner which also meets current indoor meeting requirements set by the Michigan Governor were reviewed and considered. Branch President Mark Judd then made the decision to cancel the meeting and to postpone nominations. Nominations for the 2021-2023 term will take place on a date and time to be determined, followed by elections for contested positions conducted by a mail ballot per our Bylaws.

Regarding other NALC and Branch 2184 events: although this year's NALC Regional Training event (the "K.I.M. Training") that was to be conducted by Region 6 National Business Agent Troy Clark's office in Ypsilanti during the Columbus Day holiday weekend was canceled due to COVID-related issues, Troy has announced that at this time they intend to conduct the training as usual in October 2021. It will be held in Indiana at a location to be determined. Also, with the cancelation of this year's regional training, we have added an additional telephonic Steward meeting for October, which will take place on Tuesday, October 27 at 7:00 p.m.

On Wednesday, September 23, the NALC and the Postal Service resumed Contract Arbitration hearings, which will be conducted via tele-meeting with National Arbitrator Nolan. These meetings are tentatively scheduled to continue into November. The NALC and USPS continue to talk outside of the hearings process, and there remains a possibility of a negotiated Contract settlement. If a negotiated settlement occurs, it would be sent to the active membership for ratification. An arbitrated settlement would be final and binding on both parties.

During the past several months, there has been a concerted effort by the Trump regime and its supporters to cast doubt on the security of voting by mail and on the ability of the Postal Service to meet the expected surge in voting by mail this year. In light of the ongoing lies and other false narratives on the part of the President and some others, the NALC has pushed back on the misinformation and has communicated that we are confident that letter carriers will (as always) rise to the occasion. Toward that end, NALC and the other postal unions and management associations formed a task force with the Postal Service to prepare for the anticipated increase in election mail. Branch 2184 EVP Walt McGregory has coordinated the selection of NALC members in each of our stations to serve as local members of this task force.

The United States Office of Personnel Management (OPM) has announced that this year's Federal Employee Health Benefit Plans (FEHB) Open Season will begin on Monday November 9 and will end on Monday, December 14. The revised premiums for the FEHB plans in 2021 will soon be announced. During Open Season, all eligible active and retired USPS may enroll in the plan of their choice, make changes within their current plan coverage, or can choose to continue their current plan coverage by doing nothing.

The USPS has announced that they will not be participating in the payroll tax deferral gimmick put forth by the Trump regime. Participation in this scam would have potentially created numerous administrative issues for the USPS in the future, such as how to recover the deferred payroll tax from employees that retire or otherwise leave the USPS between now and April 2021. As such, the customary 6.2% payroll tax for Social Security will continue to be deducted from employee earnings, with the same amount paid by the USPS. Additionally, the 1.45% Medicare tax will also continue to be deducted.

The NALC and the USPS have agreed on an extension of five previous COVID-19 related Memorandums of Understanding, through December 31, 2020. The extension (numbered M-01929 in the NALC Materials Reference System), applies to the following previous agreements: 1) The Temporary Use of the Employee and Labor Relations Manual (ELM) 432.53, City Letter Carriers 7:01 Rule (M-01913); 2) Re: Temporary Additional Paid Leave for CCAs (M-01911); 3) Re: Temporary Expanded Sick Leave for Dependent Care During COVID-19 (M-01910); 4) Re: Temporary Workplace Changes to Promote Social Distancing - COVID-19 (M-01915); 5) Temporary Carrier Assistants - COVID-19 (M-01916).

Several calls to the Branch office have inquired about a possible extension of the Families First Coronavirus Response Act (FFCRA), the provisions of which mostly expire on December 31. Any possible extension would have to be authorized by the United States Congress and signed by the President, and at this time there is no indication that this will be considered or enacted.

A Contractual question arose about the application Article 7.1.C.4 provisions which require management to make every effort during a service week to ensure that qualified and available PTFs are utilized at the straight time rate (up to 40 hours) prior to assigning work to CCAs in the same work location. In this instance, a CCA was on a hold-down which they had requested and been awarded in accordance with the provisions of Article 41, section 2.B. A PTF in the same work location could not be assigned 40 hours of work in that same service week without taking some of the hold down work from the CCA and giving it to the PTF. The question was "is this proper?" and the answer is yes, it is. The CCA's right to the schedule and duties of the hold down assignment was superseded by the Contractual obligation to provide the PTF with 40 hours of work.

The persistence of questions concerning the 60-hour weekly limitation for fulltime career level letter carriers necessitates a review of these provisions. This subject is also discussed in detail in the JCAM on pages 8-19 and 8-20. First of all, always keep in mind these limitations are absolute and non-negotiable. National Arbitrator Mittenthal (C-06238) ruled that **"a fulltime employee may neither volunteer nor be required to work beyond these limits."** That is self-explanatory.

Additionally, in accordance with a subsequent Arbitrator Mittenthal ruling on this issue (C-07323), the NALC and USPS negotiated a National level Memorandum of Understanding in October 1988 (M-00859) which established **four very specific provisions**: First, once a fulltime employee reaches 20 hours of overtime within a service week, the employee is no longer available for any overtime work. Second, a fulltime employee's tour of duty shall be terminated once he or she reaches the 60th hour of work, no matter when that occurs. Third, when a fulltime employee is instructed to clock off after reaching 60 hours in a service week, he/she must be paid any applicable guarantee time for the remainder of the service day. Fourth, in the "limited instances" where the 12-hour daily or the 60-hour weekly rule is violated and a timely grievance is filed, fulltime employees will be compensated an additional premium of 50 percent of the base hourly straight time rate for those hours worked beyond the 12 or 60-hour limitations.

Two additional notes concerning the above discussion: First, National Arbitrator Snow held in his ruling (C-18926) that the referenced National Memorandum of Understanding (M-00859) provides the exclusive remedy for violations on the 12 and 60-hour work limits, as discussed in Article 8.5.G.2 as well as in the ELM, section 432.32. Second, if a fulltime letter carrier is instructed by management to continue working beyond the 12 or 60-hour limitations, the proper responses are to **1) comply with the instruction unless there is provable (not just claimed) threat to health and safety and 2) subsequently meet with their steward to initiate a grievance.**

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

Re: Signing Overtime Lists – COVID-19

Due to the potential effects of the COVID-19 pandemic on staffing levels, the parties agree to the following regarding any full-time employee who did not, for whatever reason, sign the overtime lists during the two week period for doing so as outlined in Article 8.5.A of the National Agreement.


The installation head and branch president or their designees may mutually elect to develop a sign-up process that allows full-time employees who previously did not, or could not, place their names on either the overtime desired list or work assignment list for the third or fourth quarter of the 2020 calendar year.

Processes agreed upon under the terms of this agreement do not terminate local procedures agreed upon pursuant to the terms of the December 4, 2013, March 31, 2014, April 1, 2015, May 20, 2016, or 2016-2019 NALC-USPS National Agreement, Memoranda of Understanding *Re: Signing Overtime Lists*. On the expiration of this agreement, such previously agreed upon local procedures will commence, will remain in effect, and may only be modified by mutual agreement of the local parties or through the local implementation process.

The parties further agree that once a local process is developed pursuant to the terms of this memorandum, it may only be modified by mutual agreement of the local parties, however it will automatically be terminated upon the expiration of this agreement.

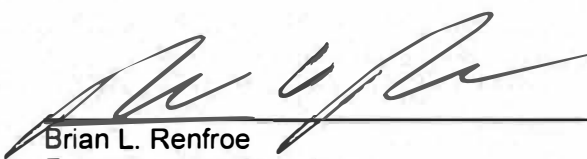
The parties will revisit this issue immediately prior to this MOU's expiration to determine if extension is appropriate.

This MOU will expire December 31, 2020.



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

Date: 9/17/2020



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

Date: 9-17-2020

**MEMORANDUM OF UNDERSTANDING
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 beyond those time periods specified in the National Agreement. This additional time period will be effective on September 25, 2020, the expiration date of the current time limit extension agreement and will continue until December 31, 2020.

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 local business conditions and either party's ability to timely process grievances.

The parties will revisit this issue immediately prior to December 31, 2020, to determine if an additional extension is appropriate.



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



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

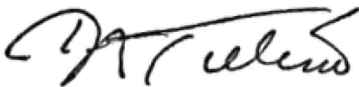
Date: 9/17/2020

Date: 9-17-2020

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

The following Memoranda of Understanding between the United States Postal Service and the National Association of Letter Carriers (NALC) have been extended through December 31, 2020. The parties agree to meet and discuss these Memoranda of Understanding prior to December 31 to determine whether or not further extension is appropriate.

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



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



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

Date: 9-15-2020

Date: 9/15/2020



Memo

To: All Branch 2184 Officers and Stewards

From: Michele Szafran and Joe Golonka

Date: 10/05/2020

Re: Department of Labor Office of Workers Compensation (OWCP) Structural Reorganization

The United States Department of Labor's Office of Workers Compensation Programs (OWCP) has undergone a largescale structural reorganization, some of which directly affects USPS City Letter Carrier OWCP claims for on the job traumatic injuries and job-related medical conditions.

OWCP's functions have been centralized, with the 12 individual district offices no longer responsible for specific geographic jurisdictions. Additionally, the district offices have been renumbered. New OWCP claims (either CA-1 or CA-2) will now be assigned to "next available" OWCP claims examiner – based on workload and regardless of which district office the claims examiner actually works at. Thus, for example, an injured Branch 2184 letter carrier's OWCP claim could now be adjudicated by an OWCP claims examiner working in the Seattle, Washington district office – or any of the other 11 OWCP district offices.

Previously, all OWCP claims for injured letter carriers in Michigan were adjudicated by claims examiners working in the OWCP district office in Cleveland, Ohio. Notably, the Cleveland OWCP district office previously was district office #9. It is now OWCP district office #5. Additionally, the main line telephone number for the Cleveland office (216-902-5600) is no longer in service; callers to this number are directed to the new National OWCP Case-Related Questions and Correspondence number (202-513-6860). The new number is operational Monday through Friday from 9:30 a.m. to 6:30 p.m., Eastern Time.

Attached to this Memo is the new OWCP telephone number and address directory. It remains to be seen how this organizational restructuring will impact existing and new OWCP claims initiated by our members. As always, the Branch will continue to provide all necessary assistance for any member that has an OWCP claim. Stewards are strongly encouraged to closely monitor ALL injuries incurred by our members, and especially the actions or inactions on the part of USPS management in response to them.

Office of Workers' Compensation Programs

Contacting Your Federal Employees' Compensation District Office

More in This Section >

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Claimant and Representative

Federal Agency

Federal Employees' Compensation Act (FECA) Claims Administration

Contacting Your Federal Employees' Compensation District Office

Program Leadership

Program Statistics

OWCP's New Opioid Policy to Protect Federal Injured Workers

Claims under the Federal Employees' Compensation Act due to the 2019 Novel Coronavirus (COVID-19)

Medical Provider

Office of Workers' Compensation Programs (OWCP)

Contact Information for Federal Employees Program Offices

Case-Related Questions/Correspondence:

Phone: (202) 513-6860

(Monday-Friday, 9:30am to 6:30pm, EST)

Address:

U.S. Department of Labor

OWCP/Federal Employees Program

P.O. Box 8311, London, KY 40742-8311

Accommodation Line: (202) 513-6802

<https://www.dol.gov/agencies/owcp/dfec/contacts/fecacont>

(Monday-Friday, 9:30am to 6:30pm, EST. Dedicated line for individuals with hearing impairments)

Visit [Medical Authorization and Bill Processing](#) page for specific information.

Note: Individuals injured on the job while employed by private companies or state and local government agencies should contact their [state workers' compensation board](#).

Hearings & Reviews Inquiries:

Phone: (202) 693-0045

(Monday-Friday, 9:30am to 6:30pm, EST)

Congressional Inquiries:

Congressional offices may reach the Federal Employees Program using the following:

Email: ociacongressionalnotification@dol.gov

Phone: (202) 513-6838

(Monday-Friday, 9:30am to 6:30pm, EST)

General Inquires/Correspondence:

Phone: (202) 693-0040

(Monday-Friday, 9:30am to 6:30pm, EST)

TTY: 1-877-889-5627

Address:

U.S. Department of Labor
OWCP/Federal Employees Program
200 Constitution Ave NW, Washington, DC 20210

Helpful Information and Links:

- [Federal Employees Program Home Page](#)
- [Injury Compensation Basic Training](#)
- [Employees' Compensation Operations & Management Portal \(ECOMP\)](#)
- [OWCP Forms](#)
- [Online Claimant Overpayment Restitution](#)

The map below shows the office locations for the Federal Employees Program. Click on each office for contact information.





National Postal Mail Handlers Union

Paul V. Hogrogian
National President

Michael J. Hora
National Secretary-Treasurer

June Harris
Vice President
Central Region

John A. Gibson
Vice President
Eastern Region

David E. Wilkin
Vice President
Northeastern Region

Lawrence B. Sapp
Vice President
Southern Region

Don J. Sneesby
Vice President
Western Region

October 14, 2020

TO: All Local Union Officers and Stewards

FROM: Paul Hogrogian, National President **P.H.**
Teresa Harmon, Manager, CAD **T.H.**

RE: National Arbitration Decision: MHA Discipline Not Carried Over to Career Position

We are extremely pleased to announce that the NPMHU has prevailed in its National Arbitration against the Postal Service over whether the Postal Service may consider or rely upon discipline issued to an MHA if that employee is later being disciplined after he or she has been converted to career. The key conclusion of Arbitrator Das' award is that "former MHAs who are converted to career positions start afresh for disciplinary purposes." A complete copy of the award is attached.

Central to this decision was Arbitrator Das' finding that MHAs who convert to career status are hired as "new employees." Moreover, while the parties did expressly set out in the National Agreement those limited circumstances in which an employee's time as an MHA does carry over upon conversion (e.g., relative standing for establishing initial seniority ranking), the parties "did not provide for carryover of the disciplinary record." In short, when the parties wanted time as an MHA to carry over after conversion, "they did so expressly."

For those reasons, Arbitrator Das concluded that "discipline issued to an employee while employed as a noncareer Mail Handler Assistant (MHA) may not be considered or cited in determining whether to issue discipline to the employee after his or her conversion to full-time career status." Only one narrow exception exists to this new rule: in the rare case where an MHA's disciplinary removal is pending at the time set for conversion to career status, that removal process must be completed before the employee may be converted to career.

Please do not hesitate to contact the National Office should you have any questions.

Cc: Mike Hora, National Secretary-Treasurer
National Executive Board
National/Regional CAD