

Contract Administration Unit

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Dan Toth, Director of Retired Members
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Revocation of driving privileges

The provisions of Article 29 of the National Agreement were negotiated to protect letter carriers when the Postal Service considers suspending or revoking a carrier's driving privileges.

There are two situations in which management may suspend or revoke a carrier's driving privileges. One situation is when a letter carrier has his or her state-issued driver's license suspended or revoked outside the workplace. When this occurs, the letter carrier's driving privileges at work are suspended or revoked. Management may also suspend or revoke the employee's driving privileges due to misconduct, traffic law violations and/or motor vehicle accidents.

While management may revoke or suspend a carrier's driving privileges, Article 29 provides strong protection for letter carriers who have lost their on-duty driving privileges. Article 29 provides in part:

Every reasonable effort will be made to reassign such employee to non-driving duties in the employee's craft or in other crafts.

This means that even if a revocation or suspension of a letter carrier's driving privileges is proper, it is management's responsibility to find work for a carrier even when it has taken action to deny them driving privileges. This requirement is not contingent upon a letter carrier making a request for nondriving duties. Rather, it is management's responsibility to seek to find suitable work.

In addition to the strong provisions found in Article 29, carriers have arbitral precedent to uphold their rights. In national-level award I94N-4I-D 96027608, April 8, 1998 (C-18159), Arbitrator Carlton Snow stated the following, with emphasis added in bold:

Article 29 of the agreement with the National Association of Letter Carriers **requires the Employer to make temporary cross-craft assignments to provide work for carriers whose occupational driver's license has been suspended or revoked.** The Employer is required to do so in a manner consistent with the APWU collective bargaining agreement. In instances where it is impracticable to fulfill its contractual obligation under both agreements, **the Employer is without contractual authority to remove such employee. Such individuals shall be placed on leave with pay and reinstated to working status as soon as work is available** by placing the employee in a position which will not violate the collective bargaining agreement of either party.

In accordance with Arbitrator Snow's award, when city letter carriers temporarily lose driving privileges, management should first attempt to provide non-driving city letter carrier craft duties within the in-

stallation on the carrier's regularly scheduled days and hours of work. If sufficient carrier craft work is unavailable on those days and hours, an attempt should be made to place the employee in carrier craft duties on other hours and days, anywhere within the installation. If sufficient work is still unavailable, a further attempt should be made to identify work assignments in other crafts, as long as placement of carriers in that work would not be to the detriment of employees of that other craft. If there is such available work in another craft, but the carrier may not perform that work in light of Arbitrator Snow's award, the carrier must be placed on leave with pay.

“While management may revoke or suspend a carrier's driving privileges, Article 29 provides strong protection for letter carriers who have lost their on-duty driving privileges.”

When a letter carrier's state-issued driver's license is suspended or revoked outside the workplace, it can affect their driving privileges at work. Article 29 is clear that:

An employee's driving privileges will be automatically revoked or suspended concurrently with any revocation or suspension of state driver's license and restored upon reinstatement.

While a carrier's driving privileges are immediately affected by a state's determination to suspend or revoke their driver's license, this effect should be equally applied to the reinstatement of a carrier's state driver's license. A carrier's driving privileges should be restored upon reinstatement of the state driver's license once the carrier has provided documentation to management detailing the change.

When letter carriers' driving privileges are suspended or revoked by the state, they should inform their immediate supervisor. An employee who fails to notify management of the suspension of their state-issued driver's license runs the risk of receiving corrective action up to and including discipline. Because of the strong protections in Article 29, letter carriers should not hesitate to notify management if they have lost their off-duty driving privileges.

(continued on next page)

Driving privileges (continued)

There is an exception to the automatic revocation of a letter carrier's on-duty driving privileges when their state-issued license is suspended. This exception is found in Section 421.22 of *Handbook EL-804, Safe Driver Program*, which states:

- c. If the suspension or revocation states that the employee may operate a vehicle for employment purposes, then Postal Service driving privileges must not be suspended or revoked automatically.

This provides an opportunity for letter carriers to retain driving privileges on-duty if the action of the state allows them the privilege to do so. However, when management is considering the suspension, revocation or reissuance of an employee's driving privileges based on the on-duty driving record, conditional suspension or revocation of a state driver's license may be considered in making the final determination.

“...There are no provisions for the automatic suspension of an employee's driving privileges based solely on the fact that the employee was involved in a motor vehicle accident.”

In a case where an employee is involved in a motor vehicle accident, there are no provisions for the automatic suspension of an employee's driving privileges based solely on the fact that the employee was involved in a motor vehicle accident. This protection is found in the Memorandum of Understanding (MOU) Re: Reinstatement of Driving Privileges, found on pages 218 and 219 of the 2019-2023 National Agreement. This MOU states in part:

2. The mere fact that an employee was involved in a vehicle accident is not sufficient to warrant automatic suspension or revocation of driving privileges or the automatic application of discipline.

Management must assess the circumstances surrounding each individual accident to determine whether a denial of driving privileges should be an option. The supervisor may temporarily suspend the employee's driving privileges pending completion of an inves-

tigation; however, page 29-4 of the 2014 *Joint Contract Administration Manual (JCAM)* explains:

Driving privileges may be withheld pending investigation for no more than 14 calendar days.

After the 14-day time, the carrier's driving privileges must either be reinstated, suspended up to 60 days, or revoked.

Once the investigation is completed, the supervisor can make the decision to suspend, revoke, or reinstate driving privileges, but if the employee's driving privileges are suspended or revoked, the supervisor must explain to the employee, in writing, the reasons for the decision.

As indicated on page 29-4 of the JCAM, management's decision to suspend or revoke the driving privileges of an employee shall be made according to the criteria specified in Section 42 of *Handbook EL-804*.

A carrier can request that revoked or suspended driving privileges be reinstated. Management should review the request and make a decision as soon as possible, but no later than 45 days from the date of the employee's request. If the decision is to deny the request, management must provide the employee with a written decision stating the reasons for the denial. Items that must be considered in management's written decision can be found in the MOU Re: Reinstatement of Driving Privileges.

The application and enforcement of the provisions listed in Article 29 of the National Agreement can be a difficult task. Shop stewards should consider citing Arbitrator Snow's award (C-18159) in any discipline case related to the loss of driving privileges. Arbitrator Snow made it very clear that management lacks the contractual authority to remove a letter carrier from the Postal Service because he or she loses occupational driving privileges.

A full explanation of Article 29 can be found on pages 29-1 through 29-5 of the *JCAM*, which is available on the NALC website at nalc.org/workplace-issues/resources. Letter carriers with questions related to the denial of driving privileges should contact their local union representative or national business agent (NBA). Contact information for the NBA who covers your region can be found at nalc.org/union-administration/nalc-regions.

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COVID-19: Current tools and procedures

As the COVID-19 pandemic continues to affect our workplace and our lives, it is important to understand the tools and procedures available to reduce transmission and mitigate the harm the virus causes to our community and the workplace. This Contract Talk will summarize the things city carriers should remember, cite the best practices to minimize viral spread and explain where to access important information related to COVID-19. All of this information can be found at nalc.org/news/covid-19.

Mask policy

As of Feb. 17, 2022, the Postal Service mask policy requires letter carriers to wear a face covering, regardless of vaccination status, when there is a local, state or tribal face-covering order in place, or if social distancing cannot be maintained in the workplace. Carriers should be sure to properly wear a well-fitting mask. If a face covering cannot be worn for medical reasons, carriers should contact their supervisor. All postal facilities should have an adequate supply of masks and face coverings available for employee use.

Social distancing

To reduce the spread of the virus, social distancing guidelines must be observed whenever possible, whether delivering a route or within the workplace. COVID-19 spreads mainly among people who are in close contact (within about six feet) for a prolonged period—15 minutes within a 24-hour period. Avoid close contact with people who are sick and stay at least six feet away from other people, especially if you are at higher risk of getting very sick with COVID-19.

Cleaning

Wash your hands often with soap and water for at least 20 seconds, especially after you have been in a public place, or after blowing your nose, coughing or sneezing. If soap and water are not readily available, use a hand sanitizer that contains at least 60 percent alcohol. Cover your hands and rub them together until they feel dry. Avoid touching your eyes, nose and mouth with unwashed hands. Clean high touch surfaces regularly or as needed. If someone is sick or has tested positive for COVID-19, disinfect their frequently touched surfaces. Use a household disinfectant product from the Environmental Protective Agency's List N disinfectants for Coronavirus (COVID-19) according to manufacturer's labeled directions. If surfaces are dirty, clean them using detergent or soap and water prior to disinfection.

Contact tracing

Within 24 hours of notice of an employee testing positive for COVID-19, a USPS occupational health nurse administrator (OHNA) or safety personnel will initiate a close contact investigation. They will interview the employee regarding his or her movements and potential contact with co-workers. If letter carriers are contacted by the OHNA or safety personnel as part of

close contact-tracing protocol, they should provide the information requested and follow the instructions given.

If you test positive with COVID-19

Postal employees should notify their immediate supervisor of a positive finding of COVID-19. They also should provide medical documentation from the treating physician or public health official to the OHNA. Within 24 hours of the notification the employee should be contacted by a USPS nurse or safety official to provide information for contact tracing. Carriers should answer their questions and follow the instructions given regarding the return-to-work protocols.

COVID-19 and OWCP

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021. The law makes it easier for federal workers diagnosed with COVID-19 to establish coverage under the Federal Employees' Compensation Act (FECA). Letter carriers who tested positive for COVID-19 should consider filing a claim with the Office of Workers' Compensation Programs (OWCP). COVID-19 claims should be filed via the Employees' Compensation and Management Portal (ECOMP). For more information on COVID-19 coverage under the FECA, visit nalc.org/workplace-issues/injured-on-the-job. Additional reading and information on COVID-19-related OWCP claims can be found in the May 2020 Contract Talk.

Vaccination

The Centers for Disease Control and Prevention (CDC) states that COVID-19 vaccines are safe, and that they are highly effective at preventing severe illness, hospitalizations and death. They were developed using science that has been around for decades. Getting vaccinated is the best way to slow the spread of the virus that causes COVID-19. The CDC recommends that everyone who is eligible stay up-to-date on their COVID-19 vaccines, especially people with weakened immune systems. Go to vaccines.gov, text your zip code to 438829 or call 1-800-232-0233 to find COVID-19 vaccine locations near you.

Memorandums of Understanding

Throughout the pandemic, NALC and USPS have agreed to various memorandums of understanding (MOUs) related to the COVID-19 pandemic. These MOUs provide extensions of time limits for grievance appeals, workplace changes to promote social distancing, additional leave provisions and the use of temporary carrier assistants. As the pandemic has persisted, the parties have agreed to extend the MOUs as necessary. These agreements can be found in the NALC's Materials Reference System at nalc.org/workplace-issues/resources/materials-reference-system.

For the latest information related to COVID-19, visit nalc.org/news/covid-19. Carriers should contact their shop steward or branch officer if they have additional questions.

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PTF maximization

Upon ratification of the 2019-2023 National Agreement, the Postal Service and NALC agreed to a new Memorandum of Understanding (MOU) Re: City Carrier Assistants – Conversion to Career Status. The MOU provides automatic conversion to career for city carrier assistants (CCA) who have not been converted to career status by the time they reach 24 months of relative standing in their installation. The agreement ensures that these employees will now be converted to part-time flexible (PTF) career status in their installation, rather than continuing as non-career employees. This automatic conversion after reaching 24 months of relative standing will take place in every size office throughout the country, providing additional rights and benefits, as well as peace of mind, to non-career carriers. As a result of this new 24-month automatic conversion, many offices have seen the return of PTF letter carriers.

The first conversions under the MOU took place on May 8, 2021, so this is a good time to check whether PTFs have met two separate maximization provisions that apply to the size of office where these PTFs work. These maximization provisions are in addition to the requirement to promote PTFs to full-time status in accordance with the Memorandum of Understanding (MOU) Re: Full-time Regular Opportunities – City Letter Carrier Craft, found on pages 161-165 of the 2019-2023 National Agreement. For an explanation of this MOU, please see Director of City Delivery Christopher Jackson’s article in the October 2017 edition of *The Postal Record*.

Article 7, Section 3.C states:

A part-time flexible employee working eight (8) hours within ten (10), on the same five (5) days each week and the same assignment over a six-month period will demonstrate the need for converting the assignment to a full-time position.

This provision applies to all offices, regardless of size. It requires the establishment of an additional full-time position if the qualifying conditions are met.

The July 2014 *Joint Contract Administration Manual (JCAM)* provides the following explanation of this provision on pages 7-37:

Demonstration of Regular Schedule and Assignment. A PTF carrier working a regular schedule meeting the criteria of Article 7.3.C on the same assignment for six months demonstrates the need to convert the duties to a full-time assignment. The six months must be continuous (Step 4, H7N-3W-C 27937, April 14, 1992, M-01069). Time spent on approved paid leave does not constitute an interruption of the six-month period, except where the leave is used solely

for purposes of rounding out the workweek when the employee otherwise would not have worked (Step 4, H7N-2A-C 2275, April 13, 1989, M-00913). For the purposes of Article 7.3.C, a part-time flexible employee not working all or part of a holiday or observed holiday (as defined in Article 11) does not constitute an interruption in the six-month period.

Where the Local Memorandum of Understanding provides for rotating days off, a PTF employee who works the same rotating schedule, eight hours within ten, five days each week on the same uninterrupted temporarily vacant duty assignment over a six-month period has met the criteria of Article 7.3.C of the National Agreement (Step 4, A94 N-4A-C 97040950, January 7, 2000, M-01398).

National Arbitrator Mittenthal held in H1N-2B-C-4314, July 8, 1985 (C-05070), that time spent by a PTF on an assignment opted for under the provisions of Article 41 (Article 41.2.B) counts toward meeting these maximization criteria. However, the provisions of Article 7.3.C will be applied to an uninterrupted temporary vacant duty assignment only once (Step 4, A94N-4A-C 97040950, January 7, 2000, M-01398).

The MOU Re: Maximization/Full-Time Flexible – NALC, found on pages 7-38 of the July 2014 *JCAM*, provides the following:

Where a part-time flexible has performed letter carrier duties in an installation at least 40 hours a week (8 within 9, or 8 within 10, as applicable), 5 days a week, over a period of 6 months (excluding the duration of seasonal periods on seasonal routes, defined in Article 41, Section 3.R of the National Agreement), the senior part-time flexible shall be converted to full-time carrier status.

This criteria shall be applied to postal installations with 125 or more man years of employment. It is further understood that part-time flexibles converted to full-time under this criteria will have flexible reporting times, flexible non-scheduled days, and flexible reporting locations within the installation depending upon operational requirements as established on the preceding Wednesday.

The parties will implement this in accordance with their past practice.

The July 2014 *JCAM* explains the application of this MOU on pages 7-40:

This specific maximization obligation is similar to that of Article 7.3.C, because it is triggered by a PTF carrier working a relatively regular schedule over a six-month period. However, where Article 7.3.C requires work on the same assignment, this memorandum requires only that the PTF carrier be performing letter carrier duties of any kind.

Every pay period, USPS provides NALC with a report that lists the names of PTF city letter carriers who have

worked 39 or more hours during each service week throughout the previous six months in offices with 125 or more workyears. This report is distributed by NALC to its branches through its regional offices. It is designed to make it unnecessary for shop stewards to regularly request timekeeping data to monitor the Maximization Memorandum.

If a name is listed in an installation, it does not automatically result in the conversion of the senior PTF to full-time flexible in that installation. Local management may examine the work hours of the listed PTF to determine if all the criteria of the memorandum has been met.

For the hours worked to meet those criteria, the hours worked must be eight hours within nine, eight hours within 10 (based on the size of the office), worked over five days of the service week (not six or seven), not during seasonal periods on a seasonal route and worked

in the performance of city letter carrier craft duties.

It is important to note that this full-time flexible maximization provision applies only to offices of 125 workyears or more. If shop stewards and NALC representatives believe that a PTF may have met the criteria of either of the maximization provisions explained above, they should review the TACS Employee Everything Reports for PTFs to determine whether they have indeed been met. If the criteria are met and management doesn't take the appropriate action, a grievance should be filed citing a violation of the appropriate provision explained above.

For further assistance, please contact a branch officer or the appropriate national business agent (NBA). Contact information for the NBAs can be found at nalc.org/union-administration/nalc-regions or on page 2 of this magazine.

In Memoriam

NALC offers deepest sympathies to the families and friends of departed brothers and sisters

Thomas M. Russell	Br. 530	Birmingham, AL	Jim Padfield	Br. 638	Cumberland, MD	William J. Heidt	Br. 780	New Bern, NC
Angenette D. Smith	Br. 6069	W. Helena, AK	Tony Williams	Br. 638	Cumberland, MD	Keith A. Fekete	Br. 78	Columbus, OH
David E. Haberland	Br. 1100	Garden Grove, CA	Joe Benson	Br. 638	Cumberland, MD	Xiao Lu	Br. 100	Toledo, OH
William R. Sandefur	Br. 1100	Garden Grove, CA	Thomas Lyons	Br. 638	Cumberland, MD	David R. Senn	Br. 458	Oklahoma City, OK
Raymond C. Chang	Br. 24	Los Angeles, CA	Amos L. Allgyer	Br. 246	Kalamazoo, MI	Kenneth E. Mandes	Br. 920	Bux-Mont, PA
Jerry D. Stephens	Br. 24	Los Angeles, CA	Donald E. Day	Br. 246	Kalamazoo, MI	John M. De Angelis	Br. 273	Lancaster, PA
Clifford E. Meyer Jr.	Br. 1291	Modesto, CA	Brunnell D. Malcom	Br. 246	Kalamazoo, MI	Harry J. Shuler Jr.	Br. 22	New Castle, PA
Gilbert M. Sakima	Br. 1291	Modesto, CA	Gerard L. Sirois Jr.	Br. 256	Mid-Michigan	Louis W. Eshenbaugh	Br. 84	Pittsburgh, PA
Edward A. Thompson III	Br. 2200	Pasadena, CA	Samuel V. Stinson	Br. 3126	Royal Oak, MI	Rene J. Davis	Br. 1782	Orangeburg, SC
Jack R. Potter	Br. 70	San Diego, CA	Alfred D. Belill Jr.	Br. 74	Saginaw, MI	D. C. McKee	Br. 491	Sioux Falls, SD
Romeo B. Del Puerto	Br. 214	San Francisco, CA	Gilberto Justiniano Jime	Br. 9	Minneapolis, MN	Donald A. Ford	Br. 4	Nashville, TN
Robert E. Johnston Jr.	Br. 86	Hartford, CT	Mary A. Hofstetter	Br. 5050	Ballwin, MO	Carroll W. Lewis	Br. 1037	Amarillo, TX
Wayne J. Bostin	Br. 19	New Haven, CT	Joseph V. Appelbaum	Br. 343	St. Louis, MO	Donald E. Fine	Br. 3844	Borger, TX
Frank T. Costanzo	Br. 19	New Haven, CT	George B. Heisler	Br. 650	Great Falls, MT	Roman B. Anguiano	Br. 226	Fort Worth, TX
Toshica T. Pollard	Br. 19	New Haven, CT	Bryce W. Buza	Br. 593	Nebraska City, NE	Glenn E. Ash	Br. 226	Fort Worth, TX
Homer E. Smith	Br. 191	Wilmington, DE	John J. Basilevac	Br. 5	Omaha, NE	Aubrey J. Holmes	Br. 226	Fort Worth, TX
David I. Bryant	Br. 142	Washington, DC	Rex E. Daywalt	Br. 5	Omaha, NE	Barrie B. Frankland	Br. 111	Salt Lake City, UT
Thadine V. Wise	Br. 142	Washington, DC	Glenn F. Grage	Br. 5	Omaha, NE	Vernal E. Jenkins	Br. 111	Salt Lake City, UT
Harvey Gross	Br. 2550	Ft. Lauderdale, FL	Leonard J. Potter	Br. 5	Omaha, NE	Comelius E. Harding Jr.	Br. 247	Tidewater VA
Carolyn Johnson	Br. 1071	South Florida	Stephen P. Disalvo	Br. 425	Bergen Co. Mgd., NJ	Joseph R. Wright	Br. 247	Tidewater VA
Ashley S. Darley	Br. 998	Valdosta, Georgia	Joseph J. Hayes	Br. 540	Camden, NJ Mgd.	Kimberly L. Henry	Br. 496	Richmond, VA
Duane J. Snyder	Br. 223	Freeport, IL	Henry Sills	Br. 540	Camden, NJ Mgd.	Kenyatta M. Carter Sr.	Br. 2819	Virginia Beach, VA
Earl H. Wyatt	Br. 223	Freeport, IL	Anthony N. Terranova	Br. 540	Camden, NJ Mgd.	Henry J. Maurer	Br. 351	Olympia, WA
Michelle M. Bills	Br. 3092	Lockport, IL	Carl E. Zuchlinski	Br. 540	Camden, NJ Mgd.	Marvin B. Fry	Br. 2	Milwaukee, WI
Wayne W. Pahr	Br. 1151	Naperville, IL	J. T. Dwyer	Br. 67	Elizabeth, NJ	Douglas J. Sykora	Br. 397	Waukesha, WI
David C. Picchioni	Br. 245	Rockford, IL	Leonard F. Iarocci	Br. 137	Hudson Valley Mgd., NY			
Maureen E. Wilcox	Br. 80	Springfield, IL	Kevin Glass	Br. 2128	Toms River, NJ			
John V. Welsh	Br. 828	S. Central Indiana	Richard J. Miller	Br. 3	Buffalo-Western NY			
John V. Hughes	Br. 104	Lawrence, KS	Fredrica S. Williams	Br. 562	Jamaica, NY			
Elbert B. Blackmon	Br. 124	New Orleans, LA	Milton L. Horning	Br. 358	Northeastern NY			
Roger Harris	Br. 638	Cumberland, MD	Edgar T. Rose	Br. 382	Durham, NC			

Alan Sarge was erroneously listed as deceased in a previous issue of *The Postal Record*. We regret the error and apologize for any problems it may have caused.

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Holiday schedules

Article 11 of the NALC–USPS National Agreement provides the contractual language governing holidays observed by letter carriers. At times, it can be confusing as to when holidays are observed, who is supposed to work when it is necessary to staff postal operations on holidays or designated holidays, or the rules regarding the posting of holiday schedules. To protect your rights regarding these issues, it is important for letter carriers to understand how all of this is supposed to work.

Article 11, Section 5 identifies when a holiday is observed if it falls on a non-workday. If a holiday falls on a Sunday, the following Monday is observed as the holiday. When the holiday falls on a Saturday, the preceding Friday becomes the holiday. When a holiday falls on a weekday, the actual day of the holiday is what is observed. When a full-time regular (FTR), full-time flexible (FTF) or part-time regular (PTR) carrier's scheduled non-workday (non-scheduled day) falls on the day observed as a holiday, their scheduled workday preceding the holiday becomes that carrier's designated holiday.

For example, the new Juneteenth National Independence Day holiday falls on Sunday, June 19, this year. Therefore, Monday, June 20, will be the day the holiday is observed. The designated holiday will be Saturday, June 18, for any employee whose scheduled non-workday happens to fall on June 20. Thanksgiving falls on Thursday, Nov. 24, this year. Since Thursday is a normal workday, the holiday is observed on that same day. However, if a letter carrier's scheduled non-workday is Nov. 24, then their designated holiday will become Wednesday, Nov. 23.

“The National Agreement, as well as the *Joint Contract Administration Manual*, also lays out a ‘pecking order’ for scheduling employees to work on holidays and designated holidays.”

Holiday scheduling is governed by the provisions of Article 11, Section 6 of the National Agreement and any applicable local memorandum of understanding (LMOU) provisions. Article 11 requires that management determine the number and category of employees needed for holiday work.

Article 11, Section 6. Holiday Schedule

A. The Employer will determine the number and categories of employees needed for holiday work and a schedule shall be posted as of the Tuesday preceding the service week in which the holiday falls.

The National Agreement, as well as the *USPS-NALC Joint Contract Administration Manual (JCAM)*, also lays out a “pecking order” for scheduling employees to work on holidays and designated holidays. However, the method of scheduling may vary locally as Article 30, Section B permits the local parties to negotiate a different pecking order in their LMOU if they so choose. Absent LMOU provisions, the *JCAM* provides the following pecking order for holiday assignments:

1. All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.
2. All full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday—by seniority.
3. City carrier assistant employees.
4. All full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day—by seniority.
5. Full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their non-scheduled day—by inverse seniority.
6. Full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their holiday or designated holiday—by inverse seniority.

Last year, NALC and USPS settled a national-level dispute regarding whether the holiday schedule pecking order is applicable to the assignment of personnel to complete parcel select delivery during testing of Sunday parcel delivery (which includes Monday holidays). The settlement (M-01937 in NALC's Materials Reference System) states in pertinent part:

The Employer determines the number and categories of employees needed for holiday work. In instances where there are eight or more hours of work available, the normal holiday pecking order is used to schedule employees to work on a holiday.

In instances where the holiday pecking order applies and a parcel delivery hub and spoke model is utilized, employees of the installation where the carriers report and from where

delivery originates on the holiday or designated holiday will be scheduled pursuant to the holiday pecking order, and existing local memorandum of understanding (LMOU) provisions regarding the holiday pecking order in that installation will apply. This does not preclude the scheduling of CCAs from other Post Offices consistent with existing contractual provisions.

This agreement does not alter existing local memorandum of understanding provisions regarding the holiday pecking order or holiday scheduling in any installation.

Article 11, Section 6 also requires that management post a holiday schedule as of the Tuesday preceding the week in which the holiday falls. Since USPS workweeks run from Saturday to Friday, for the Juneteenth example provided earlier, the holiday schedule must be posted by Tuesday, June 14. For the Thanksgiving example, the holiday schedule must be posted by Tuesday, Nov. 15.

What if the holiday schedule is not posted as of the Tuesday preceding the week in which the holiday falls? The *Employee and Labor Relations Manual (ELM)*, Section 434.53c(1) states:

c. A holiday scheduling premium equal to 50 percent of the amount paid in 434.53a is paid to eligible employees for time actually worked on a holiday or on the employee's designated holiday (except Christmas) when the holiday schedule is not posted in accordance with national agreements, as follows:

1. If the schedule is not posted as of Tuesday preceding the service week in which the holiday falls, a full-time regular bargaining unit employee who is required to work on his or her holiday or designated holiday, or who volunteers to work on that day, receives holiday scheduling premium for each hour of work, not to exceed 8 hours. This premium is in addition to both holiday leave pay and holiday-worked pay.

ELM Section 434.53a says that eligible employees who are required to work on their holiday or designated holiday are paid their basic hourly straight time rate for each hour worked up to eight hours. Therefore, if the holiday schedule is not posted as of the Tuesday preceding the week in which the holiday falls, affected FTR letter carriers who are required, or who volunteer, to work on their holiday or designated holiday receive a holiday scheduling premium in the amount of 50 percent of their basic hourly straight time rate for each hour they work on that day, up to eight hours. Any hours worked in excess of eight hours on an employee's holiday or designated holiday are paid at the applicable overtime rate.

The default holiday schedule pecking order described earlier, in the absence of an applicable LMOU pecking order, must be followed regardless of whether or not full-time employees are on the Overtime Desired List (ODL) or Work Assignment List. It is easy to misunderstand the relationship between the holiday scheduling provisions of Article 11 and the overtime scheduling provisions of Article 8. It is important to make a clear distinction between the two separate phases of scheduling holiday work: 1) the advance scheduling of employees needed for holiday work; and 2) the assignment of overtime work on an actual holiday or designated holiday among employees who were properly scheduled.

Much of what is often incorrectly considered “overtime” worked by full-time employees on their holidays or designated holidays is technically not overtime. Rather, it is “holiday worked pay” or “holiday scheduling premium.” For the purpose of the overtime provisions outlined in Article 8, the only work that is contractually considered to be overtime for full-time employees working on their holiday or designated holiday is work beyond eight hours in a day. (See *ELM* 434.53(a).)

Non-ODL letter carriers working on a holiday or designated holiday are considered to be working on their scheduled day (Mittenthal C-06775, page 13). Thus, they may be required to work overtime only under the provisions of Article 8, Section 5.C.2.d as modified by the “letter carrier paragraph” found in the *JCAM*. Non-ODL letter carriers working on their non-scheduled day can be required to work beyond eight hours only after the ODL has been exhausted, as required by Article 8, Section 5.G. Similarly, since letter carriers on the Work Assignment List working on a holiday or designated holiday are considered to be working on their scheduled day, they should be assigned overtime on their own assignments as required by the USPS-NALC Work Assignment Letter of Intent (found on pages 172-174 of the National Agreement). By contrast, if letter carriers on the Work Assignment List are working on their non-scheduled day, the provisions of the work assignment agreement do not apply.

There are times when management does not follow the rules outlined above. If this happens, you should contact your steward or an NALC branch officer so that they can investigate the situation.

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Individual retirement counseling

An important benefit letter carriers earn during their career is the right to individual retirement counseling by the Postal Service. Carriers should take advantage of this important benefit as they approach their retirement date. The Office of Personnel Management (OPM) is the government agency that creates the rules and regulations concerning the Federal Employees Retirement System (FERS) and Civil Service Retirement System (CSRS) that federal agencies must follow. Certain articles of our National Agreement incorporate these rules into our contract and therefore oblige the Postal Service to follow them. Article 21.3 of the National Agreement incorporates Title 5 of U.S. Code Chapters 83 (CSRS) and 84 (FERS). Article 5 incorporates management's obligations under the law, and Article 19 incorporates handbooks and manuals.

OPM places a responsibility on the Postal Service to guide employees through the retirement process and supply all of the information that employees may need about their retirement. OPM's *CSRS/FERS Handbook*, Chapter 40, Planning and Applying for Retirement, Section A2.1-1.B states in part:

It is the agency's responsibility to guide the employee through the retirement process, supplying all of the information the employee may need about retirement and continuing insurance coverage into retirement. The agency is responsible for giving the employee an all-inclusive presentation of the retirement process that the employee needs for successful retirement planning. The agency provides the information an employee needs in planning for retirement, but the agency should not advise or counsel the employee what to do. The purpose of this Chapter is to help agencies assist retiring employees so that they have an uncomplicated transition from their Federal careers to retirement.

Chapter 5 of the Postal Service's *Employee and Labor Relations Manual (ELM)* covers employee benefits. Section 569.14 explains that employees may request individual counseling, and that such counseling sessions are on the clock if the session is during the employee's tour. This section states:

As part of the retirement process, employees may request individual retirement counseling from the Human Resources Shared Services Center (HRSSC). Counseling is provided by a retirement specialist at the HRSSC who can provide detailed information on retirement health benefits, life insurance, and other retirement-related benefits programs. These counseling sessions are conducted via telephone primarily, and they may involve use of a computer and/or electronic media, as appropriate. The retirement specialist may also direct the employee to other sources to obtain information specific to certain topics, including TSP and Social Security. The sessions are on the clock if the retirement specialist is available to provide such counseling during the same tour as the employee.

The provisions governing retirement under CSRS are explained in Section 560 of the *ELM*, while rules pertaining to FERS are covered in Section 580.

Section 569.142 of the *ELM* details the content that should be covered during a counseling session. Prior to the counseling session, the retirement specialist should mail an annuity estimate based on the retirement effective date and type of retirement requested by the employee. During the session, the retirement specialist should review the employee's retirement application and verify that all appropriate documents are signed and dated; review the annuity estimate and answer any questions raised by the employee; clarify the employee's work and leave status up to the date of retirement; and identify the need for any additional documents as necessary. The retirement specialist also should verify civilian and military service history and the advantages, if any, of deposits or redeposits, and finally, address other retirement-related benefits and payments, including (but not limited to) health benefits, life insurance, terminal leave, Thrift Savings Plan accounts and flexible benefits.

A national-level settlement dated Sept. 11, 2009, (M-01708 in NALC's Materials Reference System) explains counseling in further detail:

If an employee who is eligible for and has requested individual retirement counseling wishes to have this counseling on the clock, local management will arrange reasonably private space for this purpose and will permit the employee's spouse and or advisor to be with the employee during this process. If the employee's spouse or advisor is a Postal Service employee only the employee receiving the requested retirement counseling will be on the clock.

If such an employee is not able to call the Human Resources Shared Services Center to begin or complete the individual retirement counseling process without assistance, local management will offer assistance to facilitate completion of the individual retirement counseling. The District Manager, Human Resources will be contacted and will determine who will provide such assistance. Such assistance will include but not be limited to completion of Standard Form 2801 and any other forms related to Life/Health/TSP/Beneficiary and any Military or civilian service deposit selection issues. Whether an employee who requests individual retirement counseling is unable to start or complete the retirement counseling will be determined jointly by management and union at the local level on a case-by-case fact circumstance basis. This will include employees who have started and request assistance during the individual retirement counseling process.

Letter carriers should ensure a smooth transition to retirement by using the provided counseling. If necessary, the provisions above can be enforced via Articles 5, 19 and 21 of the National Agreement. Carriers planning for retirement who feel that these provisions are not being honored should contact their shop steward or branch officer.

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Voluntary transfer process

The May 2021 Contract Talk explained the contractual provisions that apply to career employees who want to voluntarily transfer from one installation to another or to another bargaining-unit craft. This month's article will explain the process a career letter carrier should use to request a transfer, the criteria that management may consider when reviewing an employee for reassignment, and what steps should be taken if a transfer request is denied.

There are three types of voluntary transfers available to career letter carriers. The first type is when a letter carrier wants to transfer to another installation within the letter carrier craft. The second type is when a career letter carrier wants to transfer to another craft in another installation. The last type is when a letter carrier wants to transfer to another craft within his or her current installation. This last type of reassignment includes part-time regular letter carriers who want to become a full-time letter carrier within his or her current installation. While part-time regular letter carriers are part of the letter carrier craft, these reassignments are handled in the same manner as a career letter carrier transferring to another bargaining-unit craft.

All three options are available only to career letter carriers, both full and part time, as long as they have met the mandatory lock-in period as defined in Article 12 of the National Agreement. Former city carrier assistants (CCAs) who have been converted to career status must serve the appropriate lock-in period prior to requesting a transfer, regardless of the type of reassignment. This requirement is explained on page 12-51 of the 2022 *Joint Contract Administration Manual (JCAM)*, which states:

A CCA who is converted to career status is required to serve a lock-in period for transfers, just like any other newly hired career letter carrier is required to serve.

A copy of the 2022 *JCAM* is available on the NALC website at nalc.org/workplace-issues/body/2022-JCAM.pdf.

For a detailed explanation of the lock-in period, please see the May 2021 Contract Talk article, which is available on the NALC website at nalc.org/news/the-postal-record/2021/may-2021/document/CT.pdf.

When an employee wishes to reassign, the first step is to submit a request. Letter carriers wishing to reassign to another installation have two options for submitting their request: They can either submit a written request to USPS Human Resources or submit the request online using the eReassign application. Both options are available when letter carriers want to transfer to another installation, whether they want to reassign within the craft or to another bargaining-unit craft.

To access eReassign, an employee will need to first log in to LiteBlue (liteblue.usps.gov/wps/myportal) using his or her employee identification number (EIN) and password. The eReassign application includes a list of frequently asked questions that employees can access if they need additional information about the use of eReassign.

Even though employees are not required to use eReassign to submit their request, this is the best method since there would be an electronic record of the request. If an employee decides to submit a written request to Human Resources, the request will be entered into eReassign once it is received by the Postal Service. Article 12, Section 6.B of the National Agreement obligates management to acknowledge the request in writing. This section states:

Providing a written request for a voluntary transfer has been submitted, a written acknowledgment shall be given in a timely manner.

An electronic copy of the 2019-2023 National Agreement can be found on the NALC website at nalc.org/workplace-issues/body/2019-2023-National-Agreement-Bookmarked.pdf.

Employees who have submitted their requests in writing should ensure that they receive this written acknowledgement, and should keep a copy for their records. If a letter carrier does not receive this acknowledgement, or if the request is not entered into eReassign, the carrier should contact his or her shop steward or local branch officer so they can investigate the situation.

The process for submitting a request using eReassign is more extensive and includes several steps. After signing in to LiteBlue, select the "My HR" tab at the top of the home page. The link to eReassign is located on the main Human Resources page. After clicking the link to eReassign, the letter carrier will have to sign in again using his or her EIN and the same password. From the main eReassign page, employees can search for installations by city or state. The search will also show which crafts are available for transfer. If a craft does not appear in the search, then there are no jobs within that craft in the installation. The only exception pertains to the rural letter carrier craft. Career letter carriers cannot voluntarily transfer to the rural craft, so this craft will not be displayed in the search. The search function will not show the vacancies in the installation, just the crafts in the office.

There are no limits to the number of active requests an employee may request; however, each request is only active for one year from the date it is received and must be renewed before it expires. For requests submitted using eReassign, the

(continued on next page)

Voluntary transfer process (continued)

date a request is submitted is the same as the date it is received. As explained above, requests submitted in writing to HR will be entered into eReassign by the Postal Service, so the received date may be different than the submission date. Employees can renew their requests beginning 90 days before the expiration date by clicking on the “Extend Button” on the bottom of the “Request” tab. Employees should keep track of their requests and the expiration date to ensure that they do not expire, since transfer requests are considered based on the date they are submitted. You may want to set a reminder on your phone so that you do not forget the expiration date. Keep in mind, submitting a new request is not the same as extending an existing request. Failing to renew a request could cause an employee to lose an opportunity to transfer.

When letter carriers want to transfer to another craft within the installation, or if a part-time regular letter carrier wants to become a full-time letter carrier, there is only one option for submitting the request. These requests must be submitted in writing to the installation head, usually the postmaster of the city. These requests will not be entered in eReassign, so the employee should sign and date the request and keep a copy for the records in case there are any questions about when the request was submitted. Since these requests are not entered into eReassign, there is no requirement to renew them each year. Like requests to transfer to another installation, requests to reassign to another craft within the installation are considered in order, based on the date they are submitted.

Once a letter carrier is being considered for transfer, management is limited in the criteria that it can consider when determining whether to accept the employee or not. According to the Memorandum of Understanding (MOU) Re: Transfers, the Postal Service may review the work, attendance and safety records of letter carriers being considered for reassignment. This provision, found in Section 1.D of the MOU Re: Transfers, states in pertinent part:

Managers will give full consideration to the work, attendance, and safety records of all employees who are considered for reassignment. An employee must have an acceptable work, attendance, and safety record and meet the minimum qualifications for all positions to which they request reassignment. Both the gaining and losing installation head must be fair in their evaluations. Evaluations must be valid and to the point, with unsatisfactory work records accurately documented.

The national parties’ joint understanding of this provision is found on page 12-49 of the 2022 *JCAM*:

In evaluating transfer requests managers will give full consideration to the work, attendance, and safety records of all employees who are considered for reassignment. However,

local managers may not add additional criteria for accepting transfer requests. For example, a policy of only accepting transfer requests from within the district would be a violation of the memorandum.

Evaluations must be fair, valid, and to the point, with unsatisfactory work records accurately documented. They must be based upon an examination of the totality of an employee’s individual work record. Evaluations based on the application of arbitrary standards such as a defined minimum sick leave balance do not meet this standard.

This language makes it clear that management must consider the entirety of a letter carrier’s work history based on the three criteria. The Postal Service also is barred from adding additional aspects of an employee’s work records when accepting or denying an employee for reassignment.

In the event that a letter carrier receives a letter stating that he or she was denied a transfer, the carrier should immediately contact the shop steward or local branch officer and provide them with a copy of the denial letter so that they can investigate the denial and initiate a grievance if necessary. Even though the installation head of the gaining office is the person who denied a transfer, any grievance initiated over the denial must be filed in the letter carrier’s current installation. The national parties’ joint understanding of this requirement is found on page 12-47 of the 2022 *JCAM*:

The denial of a transfer request is a grievable matter. When the denial of a transfer request is grieved, the disputed decision is by the Postmaster of another installation. Nevertheless, any grievances concerning the denial of a transfer request must be filed with the aggrieved employee’s immediate supervisor as required by Article 15.2. Arbitrators from one region have the authority to order Postmasters in another region to accept a transfer request.

When filing a grievance regarding a denial of transfer, the shop steward should request copies of all the information management used as the basis for the denial. As stated earlier, both the losing and gaining installations must make fair and accurate evaluations of the employee, so it may be necessary to interview management in both offices when investigating the violation.

Letter carriers with questions about voluntary transfers, including the process for submitting requests or how to file a grievance over a denial, should speak to their shop steward, local branch officer or the national business agent (NBA) who represents their region. Contact information for the 15 NBAs can be found on the NALC website at nalc.org/union-administration/nalc-regions.

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Part-time flexible questions and answers

On May 24, 2022, NALC and USPS signed two memorandums of understanding (MOUs) that resulted in an increase in the number of part-time flexible (PTF) letter carriers in offices across the country.

Under the MOU Re: City Delivery Staffing Adjustment – Conversion to Part-time Flexible and Full-time Regular Status (M-01985), city carrier assistants (CCAs) in select offices were converted to PTF in order to adjust staffing and maintain compliance with contractual caps for CCAs. The offices affected by this MOU are listed on an attachment to the agreement. These conversions to PTF took effect on July 30.

The second agreement, MOU Re: City Delivery Staffing Adjustment – Hiring Part-Time Flexible City Letter Carriers (M-01986), was created as an effort to achieve and maintain appropriate staffing levels in the city letter carrier craft to provide quality service to customers. As a result of this agreement, all CCAs in the installations identified within the attachment were converted to PTF on July 16. In addition, all newly hired letter carriers in these installations will be hired as PTFs, not as CCAs.

Since the signing of M-01986, the national parties have agreed to add offices to those listed on the attachment. The list of additional offices is found in the MOU Re: City Delivery Staffing Adjustment – Hiring Part-Time Flexible City Letter Carriers – [Installation Name] (M-01988). As additional installations are added to sites where the Postal Service may only hire city letter carriers as PTFs, new agreements will be signed and added to M-01988.

All three agreements, along with the attachments listing the offices covered under each MOU, can be found in the Materials Reference System on the NALC website at nalc.org/workplace-issues/resources/materials-reference-system.

This article may help answer many questions that are likely to follow the career conversions and hirings associated with the MOUs. The article will point out differences between the PTF and CCA classifications for those making that transition. The article also should help those hired directly into the PTF position without spending any service time as a CCA.

Q. What are PTFs?

A. PTFs are career carriers who are a part of the regular workforce and have flexible work hours rather than a fixed schedule. PTFs are identified by USPS designation-activity code 43-4 on their PS Form 50, Notification of Personnel Action and in the Time and Attendance Collection System (TACS).

Article 7 of the National Agreement defines the different classifications of employees, including PTFs:

ARTICLE 7 EMPLOYEE CLASSIFICATIONS

A. Regular Work Force. The regular work force shall be comprised of two categories of employees which are as follows:

1. Full-Time. Employees in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to regular schedules consisting of five (5) eight (8) hour days in a service week.

2. Part-Time. Employees in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to regular schedules of less than forty (40) hours in a service week, or shall be available to work flexible hours as assigned by the Employer during the course of a service week.

Q. Do PTFs have a work-hour guarantee?

A. While PTFs have no weekly work-hour guarantees, they maintain the daily work-hour guarantees that apply to CCAs. Article 8, Section 8.C provides the same work-hour guarantees to PTFs as Article 8, Section 8.D provides for CCAs:

C. The Employer will guarantee all employees at least four (4) hours work or pay on any day they are requested or scheduled to work in a post office or facility with 200 or more workyears of employment per year. All employees at other post offices and facilities will be guaranteed two (2) hours work or pay when requested or scheduled to work.

D. Any CCA employee who is scheduled to work and who reports to work in a post office or facility with 200 or more workyears of employment shall be guaranteed four (4) hours of work or pay. CCAs at other post offices and facilities will be guaranteed two (2) hours work or pay.

Q. As a PTF, can I be laid off?

A. Members of the regular workforce, which includes PTFs, are protected from layoffs or reductions in force once they reach six years of continuous service, as provided in Article 6 of the National Agreement:

ARTICLE 6 NO LAYOFFS OR REDUCTION IN FORCE

(1) Each employee who is employed in the regular work force as of the date of the Award of Arbitrator James J. Healy, September 15, 1978, shall be protected henceforth against any involuntary layoff or force reduction.

(2) Employees who become members of the regular work force after the date of this Award, September 15, 1978, shall be provided the same protection afforded under (1) above on completion of six years of continuous service and having worked in at least 20 pay periods during each of the six years

The intent of this provision is to provide security to each career employee during their work lifetime. Career employ-

(continued on next page)

Part-time flexible Q&A's (continued)

ees achieve protected status upon completion of six years of continuous service, which begins upon conversion to career status. To receive credit, employees must work at least one hour in at least 20 of the 26 pay periods for six consecutive years following their conversion date. Absences from duty while on paid leave, military leave, leave without pay for union business or leave due to a compensable on-the-job injury are considered work for application of this provision. The time limit to receive the protections provided under Article 6 begins on the date an employee is converted from CCA to career or the date a newly hired career letter carrier is appointed. Time spent as a CCA does not count toward the six-year requirement.

Q. What hours/schedule will I be expected to work as a PTF?

A. Article 8 of the National Agreement describes the workweek, work hours and work schedule for letter carriers. PTFs work a flexible schedule and most of scheduling/work hour guidelines for PTFs are similar to CCAs; however, there is one important difference, found in Section 6:

ARTICLE 8 HOURS OF WORK

Section 6. Sunday Premium Payment

Each employee whose regular work schedule includes a period of service, any part of which is within the period commencing at midnight Saturday and ending at midnight Sunday, shall be paid extra compensation at the rate of 25 percent of the employee's base hourly rate of compensation for each hour of work performed during that period of service.

An employee's regularly scheduled reporting time shall not be changed on Saturday or Sunday solely to avoid the payment of Sunday premium payment.

While PTFs may be required to work on Sunday, they will receive an additional 25 percent of the base hourly rate for each hour worked.

Q. My supervisor has instructed me to come back to work later in the day. Is that proper under the National Agreement?

A. PTFs may be required to work a split shift under certain conditions. The following rules, found on page 8-24 and 8-25 of the 2022 *USPS-NALC Joint Contract Administration Manual (JCAM)*, determine the work or pay guarantees the employee is due:

Split shifts: When PTF employees work a split shift or are called back, the following rules apply (Step 4, H8N-1NC23559, Jan. 27, 1982, M-00224):

1) *When a part-time flexible employee is notified prior to clocking out that he or she should return within two hours,*

this will be considered as a split shift and no new guarantee applies.

2) *When a part-time flexible employee, prior to clocking out, is told to return after two hours:*

- The employee must receive the applicable guarantee of two or four hours work or pay for the first shift, and;
 - The employee must be given another minimum guarantee of two hours work or pay for the second shift. This guarantee is applicable to any size office.
- 3) All part-time flexible employees who complete their assignment, clock out and leave the premises regardless of intervals between shifts, are guaranteed four hours of pay if called back to work. This guarantee is applicable to any size office.

Q. As a PTF, what types and amounts of leave am I entitled to?

A. Article 10 of the National Agreement outlines the leave program that the parties have negotiated. These leave provisions are also contained in Chapter 5 of the *Employee and Labor Relations Manual (ELM)*.

ARTICLE 10 LEAVE

Section 2. Leave Regulations

The leave regulations in Subchapter 510 of the *Employee and Labor Relations Manual*, insofar as such regulations establish wages, hours and working conditions of employees covered by this Agreement, shall remain in effect for the life of this Agreement.

The *ELM* defines which employee classifications are eligible for paid leave and the different types of leave they earn. Upon conversion to PTF, letter carriers earn sick leave and receive access to added leave categories above the leave benefits that CCAs receive. When a CCA is converted to a career position, any annual leave earned will be paid out.

Annual leave: Career letter carriers earn annual leave based on their years of career service, and the number of hours in which they are in a pay status accrues as follows:

- Less than three years = 1 hour for each unit of 20 hours in pay status
- Three years but less than 15 years = 1 hour for each unit of 13 hours in pay status
- 15 years or more = 1 hour for each unit of 10 hours in pay status

Military veterans may submit their DD Form 214, Certificate of Release or Discharge from Active Duty to receive credit toward their years of service for earning annual leave.

As career employees, PTFs may accumulate and carry over unused annual leave from year to year (instead of the terminal payout at the end of a CCA appointment), up to a maximum of 55 days, or 440 hours. In accordance with MOU Re: Annual Leave Carryover for Leave Year 2023 (M-09179), the maximum carryover from leave year 2022 into leave year 2023 has been temporarily increased to 520 hours.

Sick leave: PTFs earn one hour of sick leave for each unit of 20 hours in a pay status up to 104 hours per 26 pay-period leave year. Sick leave for PTFs may be carried over from year to year and has no maximum accumulation limit.

Court leave: PTFs who have completed their probationary period (CCAs converted to career who have completed one 360-day term as a CCA do not have a probationary period) are eligible for court leave if the employee would otherwise have been in a work status or annual leave status. The amount of court leave for PTFs shall not exceed eight hours in a service day or 40 hours in a service week.

Military leave: PTFs who are members of the National Guard or reserve components of the armed forces are granted paid military leave. Paid military leave is authorized absence from postal duties for hours the employee would have worked during his or her regular schedule, without loss of pay, time or performance rating, granted to eligible employees. Eligible PTFs receive one hour of military leave for each 26 hours in pay status. The employee must have a minimum of 1,040 hours in a pay status during the preceding fiscal year. Paid military leave cannot exceed 80 hours annually. The time spent as a CCA does not count toward meeting the 1,040-hour requirement.

Q. Do PTFs receive holiday pay?

A. While PTFs do not receive holiday pay per se, Article 11 of the National Agreement explains how PTFs are compensated for holidays:

ARTICLE 11 HOLIDAYS

Section 7. Holiday Part-Time Employee

*A part-time flexible schedule employee shall not receive holiday pay as such. Part-Time Flexible employees **other than those in Step AA** shall be compensated for the ten (10) holidays by basing the employee's regular straight time hourly rate on the employee's annual rate divided by 2,000 hours. For work performed on December 25, a part-time flexible schedule employee shall be paid in addition to the employee's regular straight time hourly rate, one-half (1/2) times the employee's regular straight time hourly rate for each hour worked up to eight (8) hours. (Emphasis added)*

Rather than basing a PTF's hourly pay rate on a 2,080-hour work year, as is the case with full- and part-time regular employees, the hourly pay rate for PTFs is based on a 2,000-hour work year. The result is a higher hourly straight time rate for PTFs, which offsets the lack of holiday pay. The additional holiday portion of a PTF's hourly straight time rate is not used when calculating overtime or Sunday premium.

Please note the language in bold in Article 11, Section 7 quoted above that excludes PTFs in Step AA from this provision. Currently, all newly converted and/or hired PTFs start at the Step AA pay rate.

With the observation of the Juneteenth National Independence Day as a paid holiday for career employees in 2022 by the Postal Service, the computation of the hourly rate for a PTF Steps A through O was changed to consider 11 paid holidays instead of the 10 as listed in Article 11 of the National Agreement. The straight-time hourly rate for a PTF, other than those in Step AA, is now calculated by dividing the annual salary by 1,992 hours, rather than the 2,080-figure used to calculate a full- or part-time regular's hourly rate. The difference of 88 hours is equivalent to a regular employee's pay for 11 holidays.

Q. How and when will I be converted to full-time regular status?

A. Most PTFs are converted to full-time regular status in accordance with Memorandum of Understanding Re: Full-time Regular Opportunities – City Letter Carrier Craft found on pages 161-165 of the 2019 National Agreement.

Q. How is “seniority” different from “relative standing”? How does it benefit me?

A. Seniority applies to all regular workforce city letter carrier craft employees. It is computed from your career appointment date in the city letter carrier craft and continues to accrue so long as service is uninterrupted in the same installation. CCAs converted to career status on the same day in the same installation will be in the same seniority order as their relative standing order. Seniority determines the “pecking order” for many of carriers’ contractual rights, including annual leave scheduling, opting under Article 41, and filling temporarily vacant higher-level assignments within the city letter carrier craft under Article 25.

Q. As a PTF, may I be involuntarily reassigned to another installation? What are my rights if I am?

A. Article 12 of the National Agreement contains the provisions regarding the reassignment of career employees.

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Part-time flexible Q&A's (continued)

Article 12, Section 5.B.5 provides that full-time and PTF employees involuntarily detailed or reassigned from one installation to another shall be given not less than 30 days' advance notice, or 60 days if they qualify for relocation benefits, if possible.

ARTICLE 12 PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS

12.5.B.5 Full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another who qualify for relocation benefits shall be given not less than 60 days advance notice, if possible. They shall receive moving, mileage, per diem and reimbursement for movement of household goods, as appropriate, if legally payable, as governed by the standardized Government travel regulations as set forth in the applicable Handbook.

Full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another who do not qualify for relocation benefits shall be given not less than 30 days advance notice, if possible.

If a PTF is required to involuntarily relocate due to an involuntary reassignment, USPS is obligated to reimburse certain expenses under the policies contained in *Handbook F-15, Travel and Relocation*. The provisions for paying mileage in these circumstances are the same as for a CCA.

Q. As a PTF, may I voluntarily transfer to another installation?

A. Career employees wishing to transfer to another installation must serve a lock-in period in their current installation before being eligible to transfer. Local transfers (within the district to which the employee is currently assigned or to an adjacent district) require an 18-month lock-in period, while all other transfer requests require a 12-month lock-in period.

Whether a CCA must serve a "lock in" when they convert to career status is addressed by the parties on page 12-51 of the *JCAM*:

A CCA who is converted to career status is required to serve a lock-in period for transfers, just like any other newly hired career letter carrier is required to serve.

There are specific factors that management must consider fairly when evaluating transfer requests. These factors are referred to as "normal considerations." These normal considerations and other requirements governing voluntary transfers are contained in the MOU Re: Transfers on pages 189-192 of the 2019 National Agreement.

The MOU Re: Full-time Regular Opportunities – City Letter Carrier Craft allows PTF letter carriers, who were on the rolls as PTFs on Aug. 7, 2017, the ratification date of the 2016 National Agreement, to transfer without being subject to

normal transfer considerations. This provision does not apply to PTFs achieving career status after Aug. 7, 2017.

Q. I am having surgery and may not be able to carry my route until I recover. As a PTF, can I request a light-duty assignment?

A. Article 13 of the National Agreement includes PTFs among the employees who may submit a written request, accompanied by a medical statement from a licensed physician, for light duty following an off-duty illness or injury from which the carrier has not yet fully recovered:

ARTICLE 13 ASSIGNMENT OF ILL OR INJURED REGULAR WORK-FORCE EMPLOYEES

Section 2. Employee's Request for Reassignment

A. Temporary Reassignment

Any full-time regular or part-time flexible employee recuperating from a serious illness or injury and temporarily unable to perform the assigned duties may voluntarily submit a written request to the installation head for temporary assignment to a light duty or other assignment. The request shall be supported by a medical statement from a licensed physician or by a written statement from a licensed chiropractor stating, when possible, the anticipated duration of the convalescence period. Such employee agrees to submit to a further examination by a physician designated by the installation head, if that official so requests.

B. Permanent Reassignment

1. Any ill or injured full-time regular or part-time flexible employee having a minimum of five years of postal service, or any full-time regular or part-time flexible employee who sustained injury on duty, regardless of years of service, while performing the assigned duties can submit a voluntary request for permanent reassignment to light duty or other assignment to the installation head if the employee is permanently unable to perform all or part of the assigned duties.

Career employees must have five years of career service to be eligible to apply for permanent reassignment due to a non-job-related injury or illness.

Q. What about my health insurance? What are the changes? What are my options?

A. As a career PTF letter carrier, you are now entitled to participate in the Federal Employees Health Benefits (FEHB) program. You have 60 days to enroll in a FEHB plan from the date you became a career employee. This 60-day limit applies to CCAs who are converted to PTF and letter carriers hired directly to career positions as PTFs. CCAs who are converted to PTF should have received a package of information in the mail that included a brochure listing the available plans and their cost. Those letter carriers hired

directly as PTFs should have received this information during orientation. Your right to these benefits, and to have a large portion of their cost paid for by the Postal Service, is covered by Article 21 of the National Agreement:

ARTICLE 21 BENEFIT PLANS

Section 1. Health Benefits

B. The bi-weekly Employer contribution for self only, self plus one, and self and family plans is adjusted to an amount equal to 73% in 2020 and 2021, and 72.0% in 2022 and 2023, of the weighted average bi-weekly premiums under the FEHBP as determined by the Office of Personnel Management. The adjustment begins on the effective date determined by the Office of Personnel Management in January 2020, January 2021, and January 2022, and January 2023.

If as a CCA you were enrolled in the USPS Non-Career Employee Health Benefits Plan, your enrollment in that plan is terminated either: 1) the last day of the month that is 28 days after you are converted to a career position, or 2) if you choose to enroll in a FEHB plan, the date your FEHB coverage begins, whichever is earlier. It is recommended that you enroll in the FEHB as soon as possible to avoid any gap in coverage or to start receiving health benefits.

Q. Do I receive dental and vision insurance?

A. The Federal Employees Dental and Vision Insurance Program (FEDVIP) is a voluntary program designed to provide supplemental dental and vision benefits, which are available on an enrollee-pay-all basis (no government contribution toward premiums) to federal civilian and U.S. Postal Service employees, retirees and their family members. Letter carriers are eligible to enroll in FEDVIP upon conversion to career status. For more information on available plans and their associated costs, visit benefeds.com.

Q. Are there any other programs that will help me save money on my health care costs?

A. As a career employee, you are automatically eligible to contribute to a flexible spending account (FSA) on a pre-tax basis. An FSA allows you to pay for eligible out-of-pocket health care and dependent care expenses with pre-tax dollars. By using pre-tax dollars to pay for eligible health care and dependent care expenses, an FSA gives you an immediate discount on these expenses that equals the taxes you would otherwise pay on that money. For plan information and enrollment options, go to fsafeds.com.

Q. Do I now receive life insurance?

A. Employees converted to career status, and those hired directly to career, are automatically enrolled in Federal Em-

ployees' Group Life Insurance (FEGLI) for basic life insurance coverage, unless this coverage is waived. Basic coverage begins the first day in a pay and duty status after conversion. USPS pays the entire cost of the basic coverage. The coverage is the annual rate of base pay rounded up to the next \$1,000 plus \$2,000. The annual rate for a PTF at Step AA is equal to the annual rate for a full-time regular at Step A.

You may choose to increase the amount of life insurance coverage up to five times your annual salary or provide optional coverage for your spouse and eligible dependent children; however, these additional premiums are paid entirely by the employee. To enroll, you must submit a completed Life Insurance Election form (SF 2817) to your local personnel office within 60 days of either your conversion to career or the date you were hired, if hired to a career position. Eligibility to enroll in optional insurance after your first 60 days is limited. Open season for FEGLI is rare, and the most recent FEGLI open seasons were held in 1999, 2004 and 2016. Outside of an open season, eligible employees can enroll or increase their coverage by taking a physical exam or with a qualifying life event (QLE). For more information on FEGLI and a list of QLEs, visit opm.gov/healthcare-insurance/life-insurance.

Q. What about retirement? Do I start earning it? How does it work?

A. Upon entering career service, employees are enrolled in the Federal Employees Retirement System (FERS). FERS comprises three components: FERS Basic Benefit Plan, Social Security and the Thrift Savings Plan (TSP). The basic benefit plan and Social Security portion of your retirement are defined benefits, while the TSP is similar to a 401(k) retirement plan.

Career employees have control over their TSP accounts. The Postal Service automatically contributes 1 percent of your base pay and will match employee contributions up to 5 percent of base pay. Although participation in TSP is voluntary, letter carriers are automatically enrolled, and 5 percent of base pay will be deducted each pay period and deposited into your TSP account unless you elect to change or stop contributions. For more information on retirement, please visit the NALC website or contact the NALC Retirement Department at 202-393-4695.

Q. Can I opt on a carrier technician assignment? If so, do I receive carrier technician pay?

A. Temporarily vacant carrier technician positions are higher-level assignments and thus are not subject to opt-

(continued on next page)

Part-time flexible Q&A's (continued)

ing under the provision of Article 41, Section 2.B. Rather, temporarily vacant carrier technician positions must be filled in accordance with Article 25, and as a career letter carrier, you now are entitled to the provisions outlined in this article. Employees who are detailed to carrier technician positions in accordance with Article 25, Section 4, are entitled to higher-level pay as if promoted to the position. These provisions are outlined below:

ARTICLE 25 HIGHER LEVEL ASSIGNMENTS

Section 1. Definitions

Higher level work is defined as an assignment to a ranked higher level position, whether or not such position has been authorized at the installation.

Section 2. Higher Level Pay

An employee who is detailed to higher level work shall be paid at the higher level for time actually spent on such job. An employee's higher level rate shall be determined as if promoted to the position.

Section 4. Higher Level Details

Detailing of employees to higher level bargaining unit work in each craft shall be from those eligible, qualified and available employees in each craft in the immediate work area in which the temporarily vacant higher level position exists. However, for details of an anticipated duration of one week (five working days within seven calendar days) or longer to those higher level craft positions enumerated in the craft Article of this Agreement as being permanently filled on the basis of promotion of the senior qualified employee, the senior, qualified, eligible, available employee in the immediate work area in which the temporarily vacant higher level position exists shall be selected.

Q. An unassigned regular (UAR), PTF and CCA all have requested to opt (hold-down) on the same vacant route for the same time period. Who gets the hold-down?

A. Full-time reserve, unassigned regulars and PTFs have first preference, by use of their seniority, to be awarded a hold-down assignment prior to a CCA. This is outlined in Article 41, Section 2.B of the National Agreement as follows:

ARTICLE 41 LETTER CARRIER CRAFT

Section 2.B Seniority

3. Full-time reserve letter carriers, and any unassigned full-time letter carriers whose duty assignment has been eliminated in the particular delivery unit, may exercise their preference by use of their seniority for available craft duty assignments of anticipated duration of five (5) days or more in the delivery unit within their bid assignment areas, except where the local past practice provides for a shorter period.

4. Part-time flexible letter carriers may exercise their preference by use of their seniority for vacation scheduling and for available full-time craft duty assignments of anticipated duration of five (5) days or more in the delivery unit to which they are assigned. City carrier assistants may exercise their preference (by use of their relative standing as defined in Section 1.f of the General Principles for the Non-Career Complement in the Das Award) for available full-time craft duty assignments of anticipated duration of five (5) days or more in the delivery unit to which they are assigned that are not selected by eligible career employees.

Q. I have opted on a temporary vacancy. Can management move me to another assignment?

A. Article 41, Section 2.B.5 of the National Agreement requires management to honor opts for the duration of the vacancy. These rules apply to all carriers properly awarded a hold-down assignment:

ARTICLE 41 LETTER CARRIER CRAFT

Section 2.B Seniority

5. A letter carrier who, pursuant to subsections 3 and 4 above, has selected a craft duty assignment by exercise of seniority shall work that duty assignment for its duration.

The opting carrier awarded the hold-down works the assignment until the regular carrier returns, a new regular carrier is assigned, or as outlined below. Opting carriers are entitled to work the regular schedule/hours of the assignment, but are not automatically entitled to the scheduled day off of the assignment. A carrier may be removed from the hold-down only to provide work for a full-time carrier who does not have sufficient work for a full-time assignment.

When a CCA or PTF letter carrier on a hold-down is converted to full-time regular and assigned to a residual vacancy pursuant to Article 41, Section 1.A.7, the employee may voluntarily choose to end the hold-down and assume the new assignment at any time. This right is explained in the MOU Re: Opting Duration found on page 226 of the 2019-2023 National Agreement.

While PTFs deliver mail in the same manner as CCAs, there are many differences between the two classifications. As career employees, PTFs are entitled to increased benefits and subjected to different rules. New PTFs should review the points above and refer to the NALC *Letter Carrier Resource Guide* for more information. The NALC *Veterans Guide* is also a good reference for additional rights and benefits provided to letter carriers who are military veterans. Both the *Letter Carrier Resource Guide* and the *Veterans Guide* are available on the NALC website at nalc.org/workplace-issues/resources and nalc.org/community-service/nalc-veterans.

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Penalty overtime pay, assignment of overtime and work-hour limitations during December

During the month of December, there are some exceptions to the normal rules regarding the payment of penalty overtime, the assignment of certain overtime, and work-hour limitations for some individuals. At times these exceptions can be confusing, so it is important to understand the contractual language that addresses them.

The rules governing the payment of penalty overtime are found in Article 8 of the National Agreement. The rate of pay for penalty overtime is governed by the provisions of Article 8, Section 4.C, which states:

C. Penalty overtime pay is to be paid at the rate of two (2) times the base hourly straight time rate. Penalty overtime pay will not be paid for any hours worked in the month of December.

(The preceding paragraph, Article 8.4.C., shall apply to City Carrier Assistant Employees.)

While this provision applies to all letter carriers, determining when the penalty overtime rate is applicable depends on the classification of the employee. The entitlement to penalty overtime for full-time regular and full-time flexible employees is addressed in Article 8, Section 4.D. of the National Agreement, which states:

D. Penalty overtime pay will be paid to full-time regular employees for any overtime work in contravention of the restrictions in Section 5.F.

Article 8, Section 5.F states:

F. Excluding December, no full-time regular employee will be required to work overtime on more than four (4) of the employee's five (5) scheduled days in a service week or work over ten (10) hours on a regularly scheduled day, over eight (8) hours on a non-scheduled day, or over six (6) days in a service week.

The explanation for this section is found on page 8-17 of the 2022 *Joint Contract Administration Manual (JCAM)*:

Article 8.5.F applies to both full-time regular and full-time flexible employees. The only two exceptions to the work hour limits provided for in this section are for all full-time employees during the penalty overtime exclusion period (December) and for full-time employees on the ODL during any month of the year (Article 8.5.G). Both work and paid leave hours are considered "work"

for the purposes of the administration of Article 8.5.F and 8.5.G.

The rules governing how part-time flexible (PTF) and city carrier assistant (CCA) employees receive penalty overtime pay are found in Article 8, Section 4.E, which states:

E. Excluding December, part-time flexible employees will receive penalty overtime pay for all work in excess of ten (10) hours in a service day or fifty-six (56) hours in a service week.

(The preceding paragraph, Article 8.4.E., shall apply to City Carrier Assistant Employees.)

This language requires the payment of penalty overtime to PTF and CCA letter carriers for all work in excess of 10 hours in a service day or 56 hours in a service week. Part-time regulars (PTRs) are in the same category as PTFs for penalty overtime purposes.

"The penalty overtime exclusion period for calendar year 2022 will be Dec. 3 through Dec. 30 (pay periods 26 of 2022 and 1 of 2023)."

When determining the entitlement to penalty overtime pay, both the actual hours worked and any paid leave hours are counted. This is explained on page 8-3 of the *JCAM*, which states:

All bargaining unit employees are paid postal overtime for time spent in a pay status in excess of 8 hours in a service day and/or in excess of 40 hours in a service week. Hours in pay status include hours of actual work and hours of paid leave.

The first exception to these rules, which affects all carriers, involves the payment of penalty overtime during the month of December. In accordance with Article 8, Section 4.C, penalty overtime will not be paid for any hours worked in December. This is commonly referred to as the penalty overtime exclusion period.

Although Article 8, Sections 4 and 5 identify the month of December, in 1985 the national parties agreed that

(continued on next page)

During December (continued)

the month of December referenced in these sections is understood to mean four consecutive service weeks, rather than the entire month (M-01508 in NALC's Materials Reference System). The specific period is published each year in the *Postal Bulletin* and *The Postal Record*. The penalty overtime exclusion period for calendar year 2022 will be Dec. 3 through Dec. 30 (pay periods 26 of 2022 and 1 of 2023).

The second exception during December pertains to the daily and weekly work-hour limitations. Article 8, Section 5.G provides that full-time employees on the Overtime Desired List (ODL) or Work Assignment List may be required to work up to, and are limited to, 12 hours in a day or 60 hours in a service week. However, these work limits do not apply to these carriers during the penalty overtime exclusion period. Management may, *but is not required to*, assign ODL carriers to work in excess of the 12- and 60-hour limitations during the penalty overtime exclusionary period.

“Management may, but is not required to, assign ODL carriers to work in excess of the 12- and 60-hour limitations during the penalty overtime exclusionary period.”

Section 432.32 of the *Employee and Labor Relations Manual (ELM)* establishes the maximum hours allowed for full-time employees not on the ODL or Work Assignment List, PTRs, PTFs and CCAs:

Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the postmaster general (or designee), employees may not be required to work more than 12 hours in 1 service day. In addition, the total hours of daily service, including scheduled workhours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours. Postmasters and exempt employees are excluded from these provisions.

Step 4 settlement (M-01272) clarifies that the 12-hour limit established by *ELM* 432.32 continues to apply to full-time employees not on the ODL or Work Assignment List, PTRs, PTFs and CCAs even during the penalty overtime exclusion period.

Similar to the previous reference that paid leave counts toward overtime, page 8-19 of the *JCAM* states that the 12- and 60-hour limitations are inclusive of all hours, including any type of leave taken.

The third exception during December pertains to letter carriers on the Work Assignment List. As stated above, excluding December, Work Assignment List carriers are available to work up to 12 hours in a day or 60 hours in a service week. Outside of the penalty overtime exclusion period, management has the right to assign an employee on the ODL to work regular overtime to avoid paying penalty overtime to a carrier on the Work Assignment List. This can limit a carrier on the Work Assignment List to 10 hours in a service day, even if additional overtime is available on his or her bid assignment. This is explained on page 8-21 of the *JCAM*:

Management may assign an employee from the regular ODL to work regular overtime to avoid paying penalty pay to a carrier who has signed for Work Assignment overtime. This exception does not apply during the penalty overtime exclusion period (December) when penalty overtime is not paid.

During the penalty overtime exclusion period, the carrier on the Work Assignment List has the right to work the additional time over 10 hours, since penalty overtime is not paid. Keep in mind, this exception applies only when management wants to assign a carrier from the ODL to work the overtime. Management still retains the right to utilize a letter carrier at the straight-time rate or a PTF or CCA at the straight-time or overtime rate prior to assigning additional overtime to a carrier on the Work Assignment List. The explanation for this provision is found on pages 8-20 and 8-21 of the *JCAM*, which states in part:

Management may always assign another carrier to perform the work at the straight-time rate rather than assigning overtime to a carrier on the Work Assignment List. Management may also assign PTFs and CCAs at the straight-time or overtime rate (up to the *ELM* limitations).

If you have any questions related to these or any other contractual provisions, contact your local shop steward or branch officer. Complete copies of the “M” documents referenced in this article can be found in NALC's Materials Reference System at nalc.org/mrs.

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Protecting letter carrier work

With staffing issues existing in many parts of the country, NALC has received numerous reports of management utilizing employees from other bargaining-unit crafts to perform city letter carrier work. There also have been reports of city letter carriers being forced to work in other crafts. Protecting the work in the letter carrier craft is important, and local branches must carefully monitor cross-craft assignments both inside and outside of the letter carrier craft. While the Postal Service does have the ability to assign employees across craft lines, there are contractual limitations. This article will review these prohibitions and exceptions to the assignment of city letter carrier work.

Articles 1 and 7 of the National Agreement protect city letter carrier work and are vital to the craft. Specifically, Article 1 prohibits supervisors, including bargaining-unit employees serving in a temporary supervisor (204b) position, from performing bargaining-unit work.

The 2022 *Joint Contract Administration Manual (JCAM)*, on page 1-5, explains how these provisions also apply to carriers serving a detail as a 204b or acting supervisor, stating:

The prohibition against supervisors performing bargaining unit work also applies to acting supervisors (204b). The PS Form 1723, which shows the times and dates of the 204b detail, is the controlling document for determining whether an employee is in a 204b status. A separate PS Form 1723 is used for each detail. A single detail may not be broken up on multiple PS Forms 1723 for the purpose of using a 204b on overtime in lieu of a bargaining unit employee. Article 41.1.A.2 requires that a copy of the PS Form 1723 be provided to the union at the local level.

An acting supervisor (204b) may not be used in lieu of a bargaining-unit employee for the purpose of bargaining unit overtime. An employee detailed to an acting supervisory position will not perform bargaining unit overtime immediately prior to or immediately after such detail on the day he/she was in a 204b status unless all available bargaining unit employees are utilized.

The language prohibiting supervisors from performing bargaining-unit work in offices with 100 or more bargaining-unit employees, except in certain circumstances, is found in Article 1, Section 6.A, which states:

A. Supervisors are prohibited from performing bargaining unit work at post offices with 100 or more bargaining unit employees, except:

1. in an emergency;
2. for the purpose of training or instruction of employees;
3. to assure the proper operation of equipment;
4. to protect the safety of employees; or
5. to protect the property of the USPS.

JCAM page 3-1 explains that an emergency is defined as an unforeseen circumstance or a combination of circumstances that calls for immediate action in a situation that is not expected to be of a recurring nature.

“Articles 1 and 7 of the National Agreement protect city letter carrier work and are vital to the craft. Specifically, Article 1 prohibits supervisors, including bargaining-unit employees serving in a temporary supervisor (204b) position, from performing bargaining-unit work.”

Article 1, Section 6.B prohibits supervisors from performing bargaining-unit work in offices with fewer than 100 bargaining-unit employees except under the circumstances described under Section 6.A, or when the duties are included in the supervisor’s position description.

It is important to note, as explained on page 1-6 of the *JCAM*, that in offices with fewer than 100 bargaining-unit employees, no matter what appears in a supervisor’s job description, it does not authorize the supervisor to perform bargaining-unit work as a matter of course every day, but rather to meet established service standards. Additionally, the Step 4 settlement in case number H7N-2M-C443, dated May 17, 1988 (M-00832 in NALC’s Materials Reference System), specifically explains that phrases found in the supervisor’s position description such as “distribution tasks” or “may personally perform non-supervisory tasks” does not mean casing mail into letter carrier cases.

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Protecting letter carrier work (continued)

(continued from page 51)

Branches that need to determine whether a post office has 100 or more bargaining-unit employees should contact their national business agent. Keep in mind that determining whether an office has more than 100 bargaining-unit employees is different than calculating the workyear designation of a facility. When counting the number of bargaining-unit employees, all craft employees—both career and non-career—are counted. When determining the workyear designation of an office, only career bargaining-unit employees, excluding rural letter carriers, are counted. Therefore, an office may be designated as a less than 100-workyear office for other contractual provisions while having more than 100 bargaining-unit employees as defined in Article 1.

“Branches that need to determine whether a post office has 100 or more bargaining-unit employees should contact their national business agent. Keep in mind that determining whether an office has more than 100 bargaining-unit employees is different than calculating the workyear designation of a facility.”

For cross-craft assignments, Article 7, Sections 2.B and 2.C define the limited circumstances when management is permitted to assign employees to work in another craft.

Article 7, Section 2.B allows management to assign an employee, such as a full- or part-time regular employee, to perform work in another craft if there is insufficient work to maintain their guaranteed hours in their own craft. This section permits management to avoid paying an employee for not working. The language states:

B. In the event of insufficient work on any particular day or days in a full-time or part-time employee's own scheduled assignment, management may assign the employee to any available work in the same wage level for which the employee is qualified, consistent with the employee's knowledge and experience, in order to maintain the number of work hours of the employee's basic work schedule.

Article 7, Section 2.C deals with exceptional workload imbalances. This section permits a cross-craft assignment where one craft has an exceptionally heavy workload while another craft has a light workload. This section states:

C. During exceptionally heavy workload periods for one occupational group, employees in an occupational group experiencing a light workload period may be assigned to work in the same wage level, commensurate with their capabilities, to the heavy workload area for such time as management determines necessary.

A decision by National Arbitrator Richard Bloch in case number A8-W-0656, dated April 7, 1982 (C-04560), addresses these two provisions. Found on page 7-14 of the *JCAM*, Arbitrator Bloch writes:

Taken together, these provisions support the inference that Management's right to cross craft lines is substantially limited. The exceptions to the requirement of observing the boundaries arise in situations that are not only unusual but also reasonably unforeseeable. There is no reason to find that the parties intended to give Management discretion to schedule across craft lines merely to maximize efficient personnel usage; this is not what the parties have bargained. That an assignment across craft lines might enable Management to avoid overtime in another group for example, is not, by itself, a contractually sound reason. It must be shown either that there was "insufficient work" for the classification or, alternatively, that work was "exceptionally heavy" in one occupational group and light, as well, in another.

Inherent in these two provisions, as indicated above, is the assumption that the qualifying conditions are reasonably unforeseeable or somehow unavoidable. To be sure, Management retains the right to schedule tasks to suit its need on a given day. But the right to do this may not fairly be equated with the opportunity to, in essence, create "insufficient" work through intentionally inadequate staffing. To so hold would be to allow Management to effectively cross craft lines at will merely by scheduling work so as to create the triggering provisions of Subsections B and C. This would be an abuse of the reasonable intent of this language, which exists not to provide means by which the separation of crafts may be routinely ignored but rather to provide the employer with certain limited flexibility in the face of pressing circumstances.

As Article 3 provides management with the exclusive right to hire and retain employees, it is logical that inadequate staffing does not allow management to circumvent Article 7, Section 2. If a grievance is filed and management takes the position of invoking cross-craft assignments due to inadequate staffing, shop stewards

should be sure to reference Arbitrator Bloch's analysis from the *JCAM*.

Although Article 7, Sections 2.B and 2.C do allow management to make cross-craft assignments in limited circumstances, there is one important exception. Assignments made between the letter carrier craft and the rural carrier craft are prohibited. The memorandum of understanding (MOU) Re: Article 7, 12 and 13 – Cross Craft and Office Size explains that assignments across craft lines would continue as they were under the 1978 National Agreement. Since the rural letter carrier craft was not covered under this agreement, cross-craft assignments between the city and rural carrier crafts are prohibited, except in emergency situations. This is addressed on page 7-16 of the *JCAM*, which states:

Rural Carriers Excluded. Paragraph A of this Memorandum of Understanding (National Agreement page 145) provides that the crossing craft provisions of Article 7.2 (among other provisions) apply only to the crafts covered by the 1978 National Agreement—i.e., letter carrier, clerk, motor vehicle, maintenance, and mail handler. So cross craft assignments may be made between the carrier craft and these other crafts, in either direction, in accordance with Article 7.2. However, rural letter carriers are not included. So cross craft assignments to and from the rural carrier craft may not be made under Article 7.2. They may be made only in emergency situations as explained below.

The Step 4 settlement in case number H90N-4H-C 92041282, dated March 3, 1994 (M-01188), specifically addresses delivery of First-Class and Priority Mail within the boundaries of established city delivery to clerks and special delivery messengers. This settlement states, in part:

During our discussion we mutually agreed that the delivery of first class and priority mail on a route served by a letter carrier is letter carrier work. The propriety of a cross craft assignment can only be determined by the application of Article 7.2.

The MOU Re: Delivery and Collection of Competitive Products, addresses the delivery and collection of products that may fall outside of the normal definition of letters, flats or parcels. This agreement, found on page 167 of the National Agreement, states in relevant part:

The collection and delivery of such products which are to be delivered in city delivery territory, whether during or outside of normal business days and hours, shall be assigned to the city letter carrier craft. The Postal Service will schedule available city letter carrier craft employees in order to comply with the previous sentence. However, the parties recog-

nize that occasionally circumstances may arise where there are no city letter carrier craft employees available. In such circumstances, the Postal Service may assign other employees to deliver such products, but only if such assignment is necessary to meet delivery commitments to our customers.

This non-traditional work includes Sunday parcel delivery, grocery delivery, evening or early morning delivery, and any current or future products delivered or collected within city delivery territory.

“In general, the appropriate remedy when management improperly performs bargaining-unit work or makes a cross-craft assignment is a make-whole remedy involving the payment at the appropriate rate for the work missed to the available, qualified employee who should have performed the work. A cease-and-desist request should always be included to prevent future violations.”

In general, the appropriate remedy when management improperly performs bargaining-unit work or makes a cross-craft assignment is a make-whole remedy involving the payment at the appropriate rate for the work missed to the available, qualified employee who should have performed the work. A cease-and-desist request should always be included to prevent future violations.

When management improperly assigns a city letter carrier to work outside of the craft, the carrier typically is paid at the appropriate rate for the work performed. In this case, a cease-and-desist may be the appropriate remedy without an additional monetary remedy. If the employee or craft is harmed, shop stewards should be sure to document the harm to support the requested remedy.

If you have questions about these or other provisions, speak to your shop steward or branch president.