

**Contract Administration Unit**

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# Posting vacant assignments

**T**he November Contract Talk outlined the process used to fill temporarily vacant letter carrier assignments. This article will discuss the procedures used to fill vacated and recently created letter carrier assignments, including letter routes, carrier technician assignments, parcel post and collection routes, and reserve letter carrier assignments.

Unless an assignment is under consideration for reversion, the National Agreement requires that it be posted for bid within 14 days of the date it is vacated, or that it be established, in the case of a newly created assignment. The local parties may agree to extend the 14-day time limit.

## Article 41 Section 1.A.1 states in part:

1. A vacant or newly established duty assignment not under consideration for reversion shall be posted within fourteen calendar days from the day it becomes vacant or is established, unless a longer period of time is negotiated locally.

This section goes on to explain the time limits that management must follow if an assignment is under consideration for reversion:

When a position is under consideration for reversion, the decision to revert or not to revert the position shall be made not later than 30 days after it becomes vacant. If the decision is made not to revert, the assignment must be posted within 30 days of the date it becomes vacant. The Employer shall provide written notice to the Union, at the local level, of the assignments that are being considered for reversion and of the results of such consideration.

This provision delays the amount of time between the date that an assignment under consideration for reversion is vacated and the date it must be posted. However, this language does not allow management to adopt a “blanket” policy to consider all vacant routes for reversion. In a national-level settlement, M-01389, the parties agreed to the following:

The issue in the instant grievances involves a local district policy to consider all vacant routes for reversion pursuant to the provisions of Article 41.1.A.1.

The parties agreed that a “blanket” policy to consider all vacant routes for reversion prior to posting is inconsistent with the provisions of Article 41.1.A.1. Routes considered for reversion are to be considered on a route by route basis.

A complete copy of M-01389, as well as many other key contractual “M” documents, can be found in the Materials Reference System (MRS) at [nalc.org/mrs](http://nalc.org/mrs).

**Vacant assignments posted for bid are open to all eligible** letter carriers employed in the installation, unless the local parties have negotiated local agreements, or a past practice establishes a different method. In accordance with Article 30, Sec-

tions B.21 and B.22, the parties may agree to post assignments within a specific section, as opposed to installation-wide.

Once an assignment has been posted for bid, the notice must be posted in all offices where letter carriers who are eligible to bid are assigned. In the case of installations with more than one delivery unit, the notice must be posted on the bulletin board in each office. A copy of the bid notice also must be provided to the local union. Employees absent during the time an assignment is posted may receive a copy of the notice; however, the employee must submit a written request for the notice.

**The bid notice must be posted for 10 days, unless the local parties have negotiated a different time period in accordance with Article 30, Sections B.21 and B.22. The bid notice must include the information listed in Article 41, Section 1.B.4:**

- (a) The duty assignment by position title and number (e.g., Key or Standard).
- (b) Grade.
- (c) Hours of duty (beginning and ending), including, in the case of a Carrier Technician assignment, the hours of duty for each of the component routes.
- (d) The fixed or rotating schedule of days of work, as appropriate.
- (e) The principal assignment area (e.g., section and/or location of activity).
- (f) Invitation to employees to submit bids.
- (g) Physical requirement unusual to the assignment.
- (h) If a city carrier route is involved, the carrier route number shall be designated. If a Carrier Technician assignment is involved, the route number of the Carrier Technician assignment and the route numbers of the component routes shall be designated.
- (i) Date of last inspection and date of last adjustment.

Within 10 days of the date the bid notice closes, management must announce the name of the letter carrier with the most seniority, known as the “successful bidder,” who bid on the route. In the case of a letter carrier who is temporarily disabled and is the successful bidder on an assignment, certain rules apply if the employee cannot assume the job duties. For an in-depth explanation of these rules, see pages 41-7 and 41-8 of the 2014 USPS-NALC *Joint Contract Administration Manual (JCAM)*.

**Once the successful bidder has been announced, the employee must be placed on the assignment within 15 days, except during the month of December. Application of this exception does not begin a new 15-day period; the days would stop**

*(continued on next page)*

# Filling vacancies (continued)

being counted at the end of November and begin again at the start of January. The total number of days between the close of the bid and the date the employee starts on the assignment is still limited to 15 days.

The following additional contractual provisions pertaining to the posting of assignments may occur from time to time.

- **Article 41, Section 1.A.2:** Letter carriers who are temporarily detailed to a supervisory position (204-b) may not bid on vacant assignments during the detail. However, the 204-b may voluntarily terminate the detail and then exercise their right to bid when they return to the craft.
- **Article 41, Section 1.A.4:** Changes in start times or non-scheduled days do not require an assignment to be posted (except as provided in Article 41, Section 1.A.5 explained below).

- **Article 41, Section 1.A.5:** Article 30, Sections B.21 and B.22 allow the local parties to determine whether a change in start time of more than one hour requires the assignment to be posted.
- **Article 41, Section 1.A.6:** When the fixed non-scheduled day of an assignment is changed, the new non-work day will be posted. This allows employees to select their non-scheduled day by use of their seniority. This provision does not apply when an assignment with rotating days off has a change in the rotation.

**Letter carriers with questions regarding the rules and regulations pertaining to the posting, bidding and awarding of vacant letter carrier assignments should contact their shop steward or local branch officer.**

## Election Notices

### Buffalo-Western New York

This is an official notice to all members of Branch 3 that nominations for president, executive vice president, vice president, secretary-treasurer, assistant secretary-treasurer, five trustees, sergeant-at-arms, director of retired members, editor and insurance representative will be held by mail in 2021 due to COVID-19 restrictions and the inability to have meetings throughout 2020. The term of office for all positions will be for three years.

Based on changes made due to COVID-19 restrictions: All nominations shall be made in writing and must arrive at the union hall (4845 Union Road, Cheektowaga, NY 14225) for all offices via certified mail and/or hand delivered to the secretary-treasurer by no later than March 9 by 5 p.m. If a member nominates someone other than themselves, they must notify the nominee of such nomination. Acceptance of nominations must be submitted in writing to the secretary-treasurer prior to March 9, or no later than three days after the close of business on March 9 (5 p.m.).

Members who have held, accepted or applied for a supervisory position are ineligible to run for or hold office for a period of two years after termination of such status. All candidates must verify, upon nomination, that they have not served, accepted or applied for a supervisory position within the last 24 months.

Article 4, Section 2 states: "All offices as listed in this Article 4, Section 1, by virtue of their election will automatically be delegates to the state and national conventions, provided each officer is actually holding office at the time of the convention."

*Kim M. Fitzgerald, Sec.-Treas., Br. 3*

### Cumberland Falls, Kentucky

This is an official notice to all members of Branch 2242 that nominations for branch officers will be held at our Jan. 28 meeting at

5:30 p.m. Branch offices include president, vice president and secretary-treasurer.

Elections will be held, if necessary, at our Feb. 25 meeting at 5:30 p.m.

*Christopher Evans, Sec., Br. 2242*

### Louisiana

This is an official notice to all members of the Louisiana State Association of Letter Carriers for nomination and election of officer positions for the 2021-2023 term. All members in good standing are eligible to be nominated and elected except that member who (a) voluntarily, (b) otherwise hold, (c) accept or applies for a supervisory position in the Postal Carrier Service for a period of time (whether one day or fraction thereof, detailed, acting, probationary or permanently).

Louisiana State Association officer positions include: president, vice president, secretary, treasurer, director of retirees, six letter carrier congressional liaisons and two delegates at large. Nominations and elections will be held during the state convention June 2-4 in Shreveport.

Members who want to be nominated must be present, or he/she may send a letter stating their acceptance. The letter must be sent to the secretary before or on the nomination day. Please mail your letter of intent to Clara T. Jean Batiste at 114 N Vivier St., St. Martinville, LA 70582.

*Clara T. Jean Batiste, Sec., LSALC*

### Morrisville, Pennsylvania

Nominations for officers and trustees of Branch 2572 will be accepted from Feb. 1 through March 31. The election will be held on Tuesday, April 6, at the monthly meeting.

*William Rittler, Sec., Br. 2572*

### Pawtucket, Rhode Island

Given President Rolando's letter to all branches issuing a blanket dispensation

to postpone nominations and elections due to the pandemic, the Branch 55 executive board has voted to postpone nominations and elections of all officers for three months from the regular scheduled time. The branch will provide *The Postal Record* with a second notice with all the details of the exact time, date and location of the nominations.

*Kenneth Cahoon, Rec. Sec., Br. 55*

### South Dakota

This is an official notice to all members of the South Dakota State Association of Letter Carriers. Nominations and elections will be held at the convention Sept. 17-18 in Rapid City (Clarion Inn, 1902 N. Lacrosse St.) for the following positions: president, vice president, secretary/treasurer, editor, historian, director of retirees, director of education and three trustees.

Members who have held, accepted or applied for a supervisory position are ineligible to run for or hold office for a period of two years after termination of such status. All candidates must verify, upon nomination, that they have not served, accepted or applied for a supervisory position within the last 24 months.

Balloting is to take place during the Sept. 17 session of the convention. Newly elected officers will be sworn in as the last order of business during the Sept. 18 session.

*Ben Lembcke, Sec.-Treas., SDSALC*

### Washington, DC

This is official notice that, pursuant to Article 5 of the Branch 142 bylaws, a special election for the position of recording secretary will be held by secret mail ballot; and the elected officer of the branch will be installed at the February 2021 regular meeting for a term of three years.

Nominations for the office of recording

secretary will be made at the regular branch meeting on Jan. 6. The regular meeting of the branch will be held at 6310 Chillum Place NW at 7:30 p.m.

In the event that the social-gathering guidelines from the CDC for the COVID-19 pandemic are still active and we are unable to have a regular branch meeting in February, the membership will be notified by mail in reference to nomination and election for the position of recording secretary. If you have any questions about the nominations for the election of the branch recording secretary, please contact the union hall at 202-291-4930.

All members in good standing, as defined in the *NALC Constitution*, must be present or have a member in good standing place his/her name in nomination. All members in good standing must signify his/her acceptance of nomination in writing, to the appointed recording secretary by no later than 24 hours after the January nominating meeting. The nominee's written acceptance must also include that he/she has not, voluntarily or otherwise, held, accepted or applied for a supervisory position in the postal career service for any period of time, whether one day or fraction thereof, either detailed, acting, probationary or permanently, at any time during the 24 months prior to the nominating meeting.

At the nomination meeting, the president shall declare any candidate elected when there is but one nominee for the office/position. The name of a nominee who has been declared elected by the president will not appear on the secret mail ballot. At the nominating meeting, the president will appoint an election committee of five members; none of the members shall be a candidate. The election committee shall conduct the election in accordance with *NALC Regulations Governing Branch Election Procedures*.

*Keith Hooks, Pres., Br. 142*

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# The bargaining process for LMOUs

**W**ith the passage of the Postal Reorganization Act (PRA) in 1970 and the start of full postal collective bargaining in 1971, most of letter carriers' contractual rights and benefits have been negotiated at the national level. However, many local practices and provisions were bargained prior to the passage of the PRA. Instead of those agreements being negated, they were incorporated into the National Agreement via Article 30.

Since its inception, the National Agreement has recognized and permitted NALC branches to engage in negotiations with local postal officials over the items identified in Article 30. These rights and benefits are incorporated into what is commonly referred to as the local memorandum of understanding (LMOU), or local agreement. This article is intended to educate members on the 22 items contained in Article 30, Section B, which branches are able to negotiate during the LMOU negotiation period.

**As of the date of this writing, results of the ratification vote on the 2019-2023 National Agreement are not known;** however, LMOU negotiations will commence at some time in the future. Upon ratification of the new contract, LMOU negotiations between NALC branches and USPS installations will commence on the date agreed upon by the national parties and continue for a defined 30-day period.

During this 30-day period, NALC and management representatives at the local level may negotiate a list of 22 subject items provided in Article 30, Section B of the National Agreement to either create the LMOU or modify the terms of an existing local agreement. If one party raises any of the 22 items during negotiations, the other party is obligated to bargain over the item. Neither party is obligated to bargain over subjects outside the 22 items listed in Article 30. However, each side may—as a matter of voluntary choice—negotiate and make agreements about such subjects, as long as nothing in the local agreement is inconsistent or in conflict with the provisions of the 2019 National Agreement.

The following 22 items are specified as items for local implementation:

- 1. Additional or longer wash-up periods**—In addition to the National Agreement language that grants reasonable wash-up time to employees who perform dirty work or work with toxic materials, the local parties may negotiate to establish what is “reasonable wash-up time,” such as when, how often and how long wash-up time occurs or lasts.
- 2. The establishment of a regular workweek of five days with either fixed or rotating days off**—This can be as simple as negotiating fixed or rotating days off for all carriers in the office, or negotiating both rotating and fixed days off, specifying exactly what kinds of routes (e.g., parcel post, business, etc.) receiving rotating or fixed days off.
- 3. Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions**—The idea here is to negotiate language that calls for reasonable decisions to be made with consideration for the safety and health of letter carriers.
- 4. Formulation of local leave program**—Among the items that may be negotiated are date of notification for making choice period selections, method for making choice selections, quota of carriers off during non-choice period, re-posting of cancellations, transferring with leave and posting of leave schedules.
- 5. The duration of the choice vacation period(s)**—The LMOU typically sets forth a system where the leave year is divided into times known as the “choice vacation period” (also called “prime time”) and other times that are outside the choice vacation period (“non-prime time”). For example, the choice vacation period might run from the first week of May through the last week of October.
- 6. The determination of the beginning day of an employee's vacation period**—Generally, the vacation period begins either on a Saturday or on a Monday.
- 7. Whether employees, at their option, may request two selections during the choice vacation period, in units of either five or 10 days**—The local parties can simply state whether there will be one or two selections during the choice vacation period.
- 8. Whether jury duty and attendance at NALC national or state conventions shall be charged to the choice vacation period**—The local parties negotiate whether a member absent to attend a national or state convention shall be charged against the total number of employees off during any week of the choice period.
- 9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period**—Key LMOU provisions may establish the percentage of carriers (or a fixed number of carriers) to receive vacation each week, both during the choice vacation period and during the non-choice periods. The number of carriers that must be permitted off during the choice vacation period is typically higher than the number during non-prime time.
- 10. The issuance of official notices to each employee of the vacation schedule approved for each employee**—Local parties may negotiate LMOU provisions indicating how management must give employees official notice of their approved vacation schedule.

11. **Determination of the date and means of notifying employees of the beginning of the new leave year**—Local NALC representatives may wish to include Article 10, Section 4.A in the LMOU. This language provides that the employer must post on bulletin boards, etc., the beginning date of the leave year no later than Nov. 1. Of course, local NALC representatives may wish to negotiate another date, depending on the needs and wishes of the members.
  12. **The procedures for submission of applications for annual leave during time periods other than the choice vacation period**—This item allows branches to negotiate procedures for obtaining leave during periods of the year other than the choice vacation period. There are two general types of provisions the branch should consider here—procedures for making non-choice period vacation selections and procedures for applying for incidental leave. Some branches also negotiate a percentage of letter carriers allowed to take leave during the non-choice period.
  13. **The method of selecting employees to work on a holiday**—This item determines the order in which employees will be selected to work on a holiday. The *Joint Contract Administration Manual (JCAM)* provides a default pecking order; however, the local parties may negotiate different holiday scheduling provisions as long as they are consistent with the provisions outlined in Article 11.6 of the National Agreement.
  14. **Whether “overtime desired” lists in Article 8 shall be by section and/or tour**—In some offices, the overtime desired list (ODL) covers the entire facility; while in other offices, each section (zone/ZIP code) may have an independent ODL. During LMOU negotiations, local branches may choose whether the ODL is for the entire facility or by specific sections.
  15. **The number of light-duty assignments within each craft or occupational group to be reserved for temporary or permanent light-duty assignment**—In negotiating the number of light-duty assignments, local NALC representatives should first assess what the office’s needs have been in the past and then allow for abnormal circumstances that might require more light-duty assignments than have generally been required.
  16. **The method to be used in reserving light-duty assignments, so that no regularly assigned member of the regular workforce will be adversely affected**—As part of the method to be used in reserving light-duty assignments to minimize the impact of these assignments on the regular workforce, local NALC representatives might offer management various operational alternatives to reserve a sufficient number of light-duty assignments.
  17. **The identification of assignments that are to be considered light duty within each craft represented in the office**—Management typically finds limited-duty work for city letter carriers injured on duty. Consequently, one way to define light-duty assignments is to identify limited-duty work and attempt to negotiate these same duties into a definition of light-duty assignments for city letter carriers.
  18. **The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section**—This item allows the local parties to identify separate sections within an installation when the need to involuntarily reassign (excess) a letter carrier due to the elimination of a full-time assignment. If the LMOU does not identify separate sections for excessing purposes, the entire installation is considered a section. A more detailed explanation of this item is found on pages 12-30 and 12-31 of the 2014 *JCAM*.
  19. **The assignment of employee parking spaces. The intent of this item is for the parties to negotiate the number of existing parking spaces that will be allocated to letter carriers**—It is not, and has never been, the intention to negotiate about the construction of additional spaces.
  20. **The determination as to whether annual leave to attend union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan**—It is important to note that “union activities” in this item differs from the “national and state conventions” referenced in Item 8.
  21. **Those other items that are subject to local negotiations as provided in the craft provisions of this Agreement**—Since Items 21 and 22 incorporate areas that overlap with one another, it is suggested that these items be negotiated together.
  22. **Local implementation of this agreement relating to seniority, reassignments and posting**—Some categories that should be negotiated are frequency of posting, the scope and method of posting and bidding, and whether or not a branch chooses to incorporate Article 41, Section 3.0 into its LMOU.
- Creating or modifying an LMOU that best serves the needs** of members can be a very challenging task for local NALC representatives. To help branch officers achieve such an LMOU, the NALC Contract Administration Unit has created the NALC 2021 Local Negotiations guide and has provided it to the NBA offices for distribution to the branches.
- For a comprehensive explanation of the LMOU negotiating process, see Vice President Lew Drass’s four-part series of articles that began in the January edition of *The Postal Record*.

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# Administrative leave for acts of God

**W**hen “acts of God,” events that include extreme weather and natural disasters, occur and prevent letter carriers from reporting to work or completing their shifts, postmasters and other installation heads have the authority to approve administrative leave. This article will cover some of the relevant provisions and provide guidance to document the necessary criteria. The rules and regulations pertaining to acts of God are found in the *Employee and Labor Relations Manual (ELM)*, Section 519. These rules and regulations are incorporated into the National Agreement via Article 19.

Section 519.215 explains that carriers may receive administrative leave when unable to report or prevented from working due to an act of God:

Employees scheduled to report who are prevented from reporting or, who after reporting, are prevented from working by an act of God may be excused as follows:

- a. Full-time and part-time regular employees receive administrative leave to cover their scheduled tour of duty not to exceed 8 hours.
- b. Part-time flexible employees receive administrative leave, subject to the 8-hour limitation, for their scheduled workhours, as provided in 519.214c.

Section 519.211 defines acts of God:

Acts of God involve community disasters such as fire, flood, or storms. The disaster situation must be general rather than personal in scope and impact. It must prevent groups of employees from working or reporting to work.

**ELM, Section 519.211 sets out three criteria for determining the appropriateness in granting administrative leave for acts of God:** It must create a community disaster, the event must be general rather than personal in scope and impact, and the event must prevent groups of employees from working or reporting to work. Most arbitrators agree that all three criteria must be met before a request for administrative leave will be considered appropriate.

The first criterion identified in Section 519.211 requires that acts of God involve community disasters such as fire, flood or storms. In most cases, the act of God event in question must have been of unusual severity. In considering whether these events fit the definition of an act of God, arbitrators have looked at such factors as the amount of snow or rain, the length of the storm, wind strength, temperature and destruction. However, more important than these elements is whether the event created disastrous conditions. News

articles, information from local authorities and weather data should be used to document the severity of the situation. It may be useful to include information from websites that provide historical weather data, such as Weather Underground ([wunderground.com/history](http://wunderground.com/history)). Pictures and videos of the event and its aftermath also can document the severity. Proof that there was a shutdown of community services and warnings or directives from local officials will go a long way in showing there was a community disaster.

The second criterion set forth in Section 519.211 requires that acts of God be general in scope and impact. This can be done by looking at the direct impact on the community, and the reaction of the general population. Evidence to establish that the impact of the catastrophic event was not limited to the Postal Service but rather overwhelmed the community should be included in any grievance file. This would include reports of property damage estimates, vehicle accidents, casualties, utility outages, road closures, school and business closures, disruption of community services and “state of emergency” declarations. Keep in mind that Section 519.211 imposes no requirement that the office be closed, or operations curtailed, before employees may receive such leave.

The third criterion cited in the *ELM* is that the disaster affects groups of employees. While some arbitrators have required that 50 percent or more of the employees were unable to come to work because of conditions, other arbitrators have pointed out that the *ELM* sets no such arbitrary figures, and that the fact circumstances of each case must be considered. Time records can be used to document the number of letter carriers who were able to report that day and of those who were unable to do so. These records will also show what kind of leave was charged for the absences.

Though some arbitrators look to employee reporting percentages of the office as a whole when determining the impact to the group, other arbitrators give consideration, when documented, to groups of employees within the office who are from a certain area more adversely affected and as such were unable to report to work. Maps are useful in demonstrating areas where employees live and whether the event prevented employees from specific areas from reporting to work.

Union representatives should look at why carriers were unable to report, and identify the similarities with others who did not report and the differences between that group and those who did report. Employee statements are crucial pieces of evidence in establishing impact. Arbitrators may consider one employee’s particu-

*(continued on next page)*

lar difficulties in getting to work, but if other employees from the same area were able to report, the arbitrator may consider the disaster personal rather than general, and not grant administrative leave.

Section 519.213 addresses determining the cause of the absences:

Postmasters and other appropriate postal officials determine whether absences from duty allegedly due to “acts of God” were, in fact, due to such cause or whether the employee or employees in question could, with reasonable diligence, have reported for duty.

**Because management must weigh the amount of reasonable diligence that the affected employees showed in trying to come to work in accordance with ELM 519.213, arbitrators may likewise evaluate the efforts of the employee.** Some arbitrators will look at general conditions and not require specific proof of individual attempts to come to work—but in other cases, arbitrators have required that employees present evidence of their diligence. Arbitrators may look for an employee to show that alternative means were unavailable, or the effort would have been futile.

Information that demonstrates carriers’ diligence is best documented by interviewing the carriers and obtaining statements. If carriers made multiple attempts to report, that should be included in their statement in detail. The following are examples of some of the questions that can be asked and answered: How long did they work trying to dig out? How far away is the closest bus station? Was there any alternate transportation? Were the buses even running? Were the roads closed? Did the police turn them away? Was there a mandatory evacuation? In addition to employee statements, newspaper articles from the time-frame in question may also help provide some of the documentation and substantiate the carriers’ claims.

**Administrative leave for an act of God may still be appropriate for carriers who reported to work but were then sent home early because of the weather or event.** Maybe the mail did not make it to the office, or conditions worsened so delivery was suspended and there was no other productive work available.

Section 519.214 addresses early dismissal due to an act of God:

When employees are dismissed from duty before the normal completion of their duty due to an act of God, the following applies:

a. Full-time employees are entitled to credit for hours worked plus enough administrative leave to complete their tour of duty. This combination of work and leave is not to exceed 8 hours in any one day.

b. Part-time regular employees are entitled to credit for hours worked plus enough administrative leave to complete their scheduled hours of duty. This combination of work and leave is not to exceed 8 hours in any one day.

c. Part-time flexible employees are entitled to credit for hours worked plus enough administrative leave to complete their scheduled tour. The combination of straight time worked and administrative leave may not exceed 8 hours in a service day. If there is a question as to the scheduled workhours, the part-time flexible employee is entitled to the greater of the following:

- (1) The number of hours the part-time flexible worked on the same service day in the previous service week.
- (2) The number of hours the part-time flexible was scheduled to work.
- (3) The guaranteed hours as provided in the applicable national agreement.

**Once a full-time employee reports, he or she is entitled to eight hours’ work or pay.** Part-time flexible employees are entitled to enough hours to complete their scheduled tour. Carriers are not required to take annual leave if sent home and should use PS Form 3971, Request for or Notification of Absence, to request administrative leave in such a situation. If administrative leave is denied, this will document that the request was made and show that management sent them home. As always, city carrier assistants should receive their guaranteed hours (either two or four, depending on the size of the installation) if they were scheduled, and report to work in accordance with Article 8.8 of the National Agreement.

As provided for in ELM, Section 519.216, employees who already were using annual leave, sick leave or leave without pay are not entitled to administrative leave.

ELM, Section 519.216 states:

Employees on annual leave, sick leave, or LWOP remain in such status. They are not entitled to administrative leave.

**If city carriers believe they have unfairly been denied administrative leave in community disaster situations, they should contact their shop steward to investigate and, if necessary, file a grievance.** Shop stewards should attempt to show that all of the criteria of Section 519.211 existed and that carriers exercised reasonable diligence in trying to report to work. If there is a violation, shop stewards should be sure to utilize the grievance starter in the *NALC Steward’s Guide* and tool kit.

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# Voluntary reassignments

**T**ransfers within the letter carrier craft are governed by four contractual provisions: Article 12 of the National Agreement, the Memorandum of Understanding (MOU) Re: Transfers, the MOU Re: Full-time Regular Opportunities – City Letter Carrier Craft, and the MOU Re: Reassignment Opportunities (M-01947 in the NALC Materials Reference System). These provisions, which apply only to career employees, must be read in concert to fully understand the transfer process.

Article 12 of the National Agreement lays the groundwork for the transfer process in Section 6, which states:

- A. Installation heads will consider requests for transfers submitted by employees from other installations.
- B. Providing a written request for a voluntary transfer has been submitted, a written acknowledgment shall be given in a timely manner.

The MOU Re: Transfers, which is incorporated into Article 12, is comprised of two sections which define the categories of transfers:

1. Reassignments (transfers) to other geographical areas.
2. Local reassignments (transfers).

Determining which section covers the transfer request requires knowing where the employee currently works and the location of the requested office. All transfer requests are covered under Section 1, unless they are defined as local transfers, which are covered under Section 2. A local transfer is a voluntary reassignment to an office within the employee's current or an adjacent district.

The MOU Re: Transfers also defines the criteria management should consider when deciding whether to accept an employee for transfer. Grievances filed over a denial of transfer must be filed in the employee's current office, even if the denial was issued by the office where the employee wished to transfer. This issue is addressed in the *2014 Joint Contract Administration Manual (JCAM)* on page 12-45:

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.

The only difference between the two types of reassignments is the lock-in period an employee must serve before being eligible to transfer. For transfers covered under Section 1, the employee must serve a 12-month lock-in period,

while those covered under Section 2 must serve a lock-in period of 18 months.

**There are some exceptions to the lock-in periods. One** exception is granted if a letter carrier who previously transferred wants to return to his or her former installation. In this case, there is no lock-in period. This exception applies only to employees who were career employees prior to transferring. A current career employee wishing to return to an office where he or she previously served as a city carrier assistant (CCA) is not eligible for this exception.

A second exception to the lock-in period is available to a letter carrier who previously transferred if the installation head of the current office releases the employee early. A third exception is available to part-time employees. Under Section 2.C of the MOU Re: Transfers, employees who can increase the number of hours by eight or more per week will need only to serve a 12-month lock-in period, even if the transfer is covered by Section 2. The employee must still meet all of the other criteria required to transfer.

Keep in mind that newly converted career employees must serve this lock-in period, and time spent as a CCA does not count toward the minimum service time requirements discussed above. Newly converted career employees may not be released early from the lock-in period in the second exception; however, those employees converted to PTF may be granted the third exception. This issue is covered in the *Questions and Answers 2011 USPS/NALC National Agreement (M-01870)*, dated March 16, 2016:

**28. After a CCA becomes a career employee does he/she serve a lock-in period for transfers as defined by the Memorandum of Understanding, Re: Transfers?**

Yes.

**Once career letter carriers have met the lock-in period** described above, they have two options for submitting their request. Regardless of which option they select, the request will be entered in eReassign, the automated system used by the Postal Service to administer transfer requests. Employees may access eReassign online at [liteblue.usps.gov](http://liteblue.usps.gov) through the Postal Service intranet for employees with computer access at work, or through the self-serve kiosks located in some postal facilities.

The first option is for an employee to submit a written request to Human Resources (HR) in the installation where he or she wants to transfer. The employee should keep a written record of the request. Once a request is received, HR is required to provide written confirmation of the request to the employee.

The second option is for the employee to submit their request through eReassign using one of the options listed above; however, most letter carriers will use LiteBlue for

their submission. To log into LiteBlue, employees will need their employee identification number (EIN) and password. Once the employee logs in, eReassign is accessed by the “My HR” tab at the top of the page and then by clicking on “Access eReassign.” Accessing eReassign requires the employee to log in again using their EIN and password.

**After logging in, employees can submit a request if they** know the installation and craft into which they want to transfer. If they do not know which craft positions are available in offices where they desire to work, eReassign allows them to search by city or state. Even though an office may have letter carrier craft employees, a vacant position may not be available at the time of the request. Employees still should request a transfer to the installation, because when a position does become available, all individuals who request a transfer into that installation will be considered in the order in which the requests are made.

Employees may submit an unlimited number of transfer requests; however, each request expires one year from the date of submission. Once a request is received, the employee will be placed on hold until the office is able to accept a transfer. Once the opportunity for transfer is available and an employee is being considered, he or she will be placed in review. Employees can check the status of their requests via eReassign.

To keep a request active, it must be renewed every year on or before the date of submission. Requests may be renewed up to 90 days prior to the expiration date. Requests in eReassign will automatically renew if it is in review on the date the request expires. Letter carriers should not rely on this automatic renewal and should instead renew their requests each year. Requests that are in review prior to the expiration date will not be renewed if the employee is placed back on hold. If an employee fails to renew the request, any new requests will be placed in order based on the date of the new submission. This could result in missing out on a transfer opportunity that the employee would have otherwise been offered.

Career letter carriers who wish to transfer to another craft within the installation where they are currently employed must submit a written request to the installation head. As stated above, the employee should keep a copy of his or her request. These types of requests are not entered in eReassign; therefore, there is no need for the employee to renew the request on a yearly basis. Requests to transfer to another craft are filled based on the contract covering the requested craft.

**Once an employee has requested a transfer and has met** all of the criteria to be eligible for reassignment, the MOU

Re: Full-time Regular Opportunities – City Letter Carrier Craft and the MOU Re: Reassignment Opportunities (M-01947) are applied.

The MOU Re: Full-time Regular Opportunities – City Letter Carrier Craft sets forth the pecking order for filling full-time opportunities, whether through the assignment of unassigned regulars (UARs), promotion of part-time flexibles (PTFs), the conversion of city carrier assistants (CCAs) to career status, or the acceptance of transfer requests. Under Paragraph 1 of this agreement, the opportunity would be filled through the assignment of a UAR. If there are no UARs in the installation, the PTF with the highest seniority in the office would be promoted to full-time regular. Paragraph 3, which allows opportunities to be filled through reassignment, limits the ratio of career transfers based on the size of the office. Offices defined as having more than 100 workyears can accept no more than one transfer for every four full-time opportunities that become available. Offices with less than 100 workyears may accept no more than one transfer for every six full-time opportunities. The workyear designation of each office is determined at the beginning of each collective-bargaining agreement. Letter carriers with questions regarding the designation of an office should contact their local union representative or national business agent (NBA).

In offices where CCAs will continue to be converted to PTF in accordance with the MOU Re: City Carrier Assistants – Conversion to Career Status, the ability of career employees to transfer would be limited, since opportunities must be filled through the promotion of PTFs prior to accepting a transfer. M-01947 addresses these situations by modifying some of the terms of the MOU Re: Full-time Regular Opportunities – City Letter Carrier Craft. Under M-01947, offices which could have accepted a transfer had there been no PTFs on the rolls, may still offer the transfer opportunity to a career employee; however, the transferring employee would become a PTF letter carrier in the new office. Employees accepted for transfer under M-01947 will be counted in the ratios described above.

When an employee is accepted for transfer, whether as full or part time, and reports to the new installation, he or she begins a new period of seniority. This is governed by Article 41.2.A.2, which states:

Seniority is computed from date of appointment in the Letter Carrier Craft and continues to accrue so long as service is uninterrupted in the Letter Carrier Craft in the same installation, except as otherwise specifically provided.

**Letter carriers with questions regarding the transfer process** should contact their local union representative or NBA. Contact information for the NBA who covers your region can be found at [nalc.org/union-administration/nalc-regions](http://nalc.org/union-administration/nalc-regions).

**Contract Administration Unit**

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# Excessing

**L**ast month's Contract Talk discussed the contractual provisions regarding career letter carriers who wish to voluntarily transfer from one installation to another. This month's column will explain the rules and regulations that apply when career employees are involuntarily reassigned outside of their employing office, under the excessing rules found in Article 12 of the National Agreement.

These provisions exist to protect letter carriers when the Postal Service determines the need to reduce the number of career employees within an office faster than the reduction can be accomplished through normal attrition. Attrition occurs when employees permanently leave the office through retirement, resignation, termination, death, and/or when an employee transfers to another office or craft.

**Excessing in the letter carrier craft may occur when** the Postal Service determines that there are more full-time employees than full-time assignments available in an office. This usually happens after an office goes through a route inspection and full-time assignments are eliminated because of the adjustments. These assignments include both full-time routes and carrier technician assignments.

Once management has established the need to excess a full-time letter carrier from an installation, Article 12 must be read and fully understood to determine that the appropriate rules are followed, depending on the specific circumstances. Management must determine the employee to be excessed, which in most circumstances is the most junior full-time regular letter carrier in the installation.

Letter carriers on light or limited duty are included when determining which employee will be excessed; however, they must meet the minimum qualifications of the position into which they are being excessed. National Arbitrator Stephen Goldberg, in case number Q01C-4Q-C1265307 (C-31339), determined that the minimum qualifications include the physical requirements of the position. This requirement prevents an injured letter carrier from being excessed into an assignment that exceeds his or her medical restrictions.

**There are two exceptions to the requirement to excess** the junior full-time letter carrier. The first occurs when the shop steward or chief steward is one of the letter carriers identified to be excessed. Letter carriers occupying these positions may be excessed only if there is no other full-time assignment within the installation. This exception is found in Article 17.3, which states in part:

While serving as a steward or chief steward, an employee may not be involuntarily transferred to another tour, to another station or branch of the particular post office or to another independent post office or installation unless there is no job for which the employee is qualified on such tour, or in such station or branch, or post office.

A second exception occurs when a veteran's preference-eligible letter carrier occupying a carrier technician assignment is identified as the employee to be excessed. Pursuant to the Memorandum of Understanding (MOU) Re: Involuntary Reassignment – Preference Eligible, a preference-eligible carrier technician cannot be involuntarily reassigned into a residual Grade 1 vacancy. In this circumstance, the most junior non-preference eligible carrier technician would be excessed instead. A copy of this MOU is found on pages 195 and 196 of the 2019-2023 National Agreement.

**Prior to being excessed, the full-time letter carrier** being affected may choose to revert to part-time flexible (PTF) status and stay in his or her current installation. This right is found in Article 12.5.C.5.b(5), which states:

A full-time employee shall have the option of changing to part-time flexible in the same craft or occupational group in lieu of involuntary reassignment.

Also prior to management excessing a letter carrier outside of their installation, management must offer the work being performed by city carrier assistants (CCAs) to the affected employee. This provision is found in Appendix B, on page 135 of the 2019-2023 National Agreement:

In order to minimize the impact on employees in the regular work force, the Employer agrees to offer the impacted employee the opportunity to work any letter carrier duty assignments performed by CCA employees, or to separate, to the extent possible, CCA employees working in the city carrier craft and installation prior to excessing any regular city letter carrier out of the installation.

**After management complies with the language in Appendix B** and the affected letter carriers have elected not to revert to PTF, management must observe the following rules if there is still a need to excess a letter carrier.

First, management must seek to keep the inconvenience and dislocation to a minimum. The language establishing this requirement is found in Article 12.4.A, which states:

A primary principle in effecting reassignments will be that  
*(continued on next page)*

## Excessing (continued)

dislocation and inconvenience to employees in the regular work force shall be kept to a minimum, consistent with the needs of the service. Reassignments will be made in accordance with this Section and the provisions of Section 5 below.

Next, management must determine where to reassign the affected employee. To limit the impact on excessed letter carriers, the National Agreement establishes a pecking order for determining where to involuntarily reassign the employee.

To comply with this pecking order, management must first seek to excess a full-time letter carrier to a full-time vacancy in another craft within the employee's current installation. This requirement is found in Article 12.5.C.5.a(5), which states in pertinent part:

...Shall identify as excess the necessary number of junior full-time employees in the salary level, craft, and occupational group affected on an installation-wide basis within the installation; make reassignments of excess full-time employees who meet the minimum qualifications for vacant assignments in other crafts in the same installation; involuntarily reassign them...

If there are no vacancies in other crafts within the current installation, management may excess a letter carrier to another installation. When this happens, the employee is entitled to no less than 60 days' advance notice, when possible, if he or she qualifies for relocation benefits. If the employee does not qualify for relocation benefits, the notification period is 30 days. This obligation is found in Article 12.5.B.5, which states in pertinent part:

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.

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.

When excessing a letter carrier outside of the installation, management must first seek to reassign the employee to a full-time residual vacancy within the letter carrier craft under the provisions of Article 12.5.C.5.b(1), which states:

Involuntarily reassign such excess full-time employees starting with the junior with their seniority for duty assignments to vacancies in the same or lower level in the same craft or occupational group in installations within 100 miles of the losing installation, or in more distant in-

stallations if after consultation with the affected Union it is determined that it is necessary, the Postal Service will designate such installations for the reassignment of excess full-time employees.

As stated above, letter carriers may be excessed only within the letter carrier craft to offices within 100 miles. However, this distance may be expanded, if necessary, after consultation with the union at the national level.

The last option is to reassign the employee to a vacancy in another craft outside of the employee's current installation in accordance with Article 12.5.C.5.b(2), which states in pertinent part:

Involuntarily reassign full-time employees for whom consultation did not provide for placement under b(1) above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level.

**Letter carriers involuntarily reassigned to vacancies** in other crafts, whether within or outside of their current installation, must be excessed to assignments at the same or lower level. Prior to the signing of the MOU Re: Pay Schedule Consolidation, found on pages 178 and 179 of the 2019-2023 National Agreement, Grade 1 letter carriers were equivalent to Level 6 employees in the other crafts, while Grade 2 carriers were equivalent to Level 7. In Case Number Q16N-4Q-C18427350 (C-34289), National Arbitrator Shyam Das determined that the new letter carrier pay schedule did not change the equivalent grades. Therefore, for the purposes of excessing, carrier technicians are equivalent to Level 7 in the other bargaining-unit crafts, while all other letter carrier assignments are equivalent to Level 6. Employees excessed to lower-level jobs will be provided saved grade in accordance with Section 512.53 of the *Employee and Labor Relations Manual (ELM)*.

The seniority of letter carriers excessed to another craft is either one day junior to the seniority of the next junior full-time employee in the same level and craft or the seniority they had prior to being excessed, whichever is lesser. Letter carriers excessed to other installations within the carrier craft retain their seniority from their prior installation.

Letter carriers excessed to another installation within the letter carrier craft are excessed regardless of the level of the vacancy in the new installation. As explained earlier, the letter carrier with the least seniority is excessed. This means if a letter carrier occupying a carrier technician assignment has the least seniority in the office, he or she would be excessed even if the residual vacancy in the new installation is not a carrier technician assignment. The MOU Re: Involuntary Re-

assignment Without Regard to Level, found on pages 194 and 195 of the 2019-2023 National Agreement, explains these rules. As described earlier, these rules do not apply when the carrier technician is a veteran's preference-eligible employee.

Letter carriers excessed to other installations under these provisions are entitled to be compensated for the expenses necessary to relocate in accordance with Article 12.5.B.5, which states in pertinent part:

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.

The current regulations are found in *Handbooks F-15-C, Relocation Policy-Bargaining Employees* and *F-15, Travel and Relocation*. These handbooks are available on the NALC website at [nalc.org/workplace-issues/resources/usps-handbooks-and-manuals](http://nalc.org/workplace-issues/resources/usps-handbooks-and-manuals).

**In situations involving a letter carrier being excessed** outside of the installation, a letter carrier with more seniority may voluntarily choose to take the place of the employee being excessed. However, he or she may not replace letter carriers being excessed to another craft within the installation. This provision is found in Article 12.5.C.5.b(3), which states in pertinent part:

Any senior employee in the same craft or occupational group in the same installation may elect to be reassigned to the gaining installation and take the seniority of the senior full-time employee subject to involuntary reassignment.

Letter carriers excessed to another craft within their current installation are required to return to the letter carrier craft when an opportunity becomes available. These employees do not have the option of remaining in the new craft. This is governed by Article 12.5.C.5.a(5):

The employee shall be returned at the first opportunity to the craft from which reassigned.

Upon their return to the carrier craft, their seniority date is established as though the employee was never excessed, pursuant to Article 12.5.C.5.a(6):

When returned, the employee retains seniority previously attained in the craft augmented by intervening employment in the other craft.

**Letter carriers excessed to other installations, whether to the letter carrier craft or to another craft, have the right to return to their prior installation when a residual**

vacancy becomes available. These rights, called retreat rights, are established in Article 12.5.C.5.b(6):

Employees involuntarily reassigned under b(1) and (2) above, other than senior employees who elect to be reassigned in place of junior employees, shall be entitled at the time of such reassignment to file a written request to be returned to the first vacancy in the level, in the craft or occupational group in the installation from which reassigned, and such request shall be honored so long as the employee does not withdraw it or decline to accept an opportunity to return in accordance with such request.

While this language references the first vacancy in the original installation, National Arbitrator Das, in case Q06N-4Q-C11111196 (C-32099), determined that a residual vacancy is the only vacancy "to which a carrier involuntarily reassigned to another location could be returned consistent with other provisions of the National Agreement."

Retreat rights are offered only to the first residual vacancy. If an employee turns down the first vacancy, the retreat rights are terminated and will not be offered again. The only exception to this rule is in the case of a carrier technician excessed outside of the installation. If the first vacancy in the original installation is a Grade 1 assignment, the former carrier technician may turn down the opportunity to retreat and still have the right to retreat to the next residual carrier technician assignment. This is fully explained in the MOU Re: Involuntary Reassignment Without Regard to Level.

Letter carriers with retreat rights in an office that has been part of the Delivery Unit Optimization (DUO) process have these rights carried forward to the new installation. In the event that the assignments are returned to the original installation, the retreat rights would be restored to that installation. The rules governing the DUO process and retreat rights are outlined in the MOU Re: Delivery Unit Optimization – Retreat Rights, found on page 12-25 of the 2014 *Joint Contract Administration Manual*.

Senior letter carriers who elect to be reassigned pursuant to Article 12.5.C.5.b(3) do not have retreat rights; therefore, they must remain in their new craft and/or installation unless they voluntarily reassign.

**The provisions of Article 12 and the rules that govern excessing can be complicated.** Letter carriers with questions about the excessing process should contact their shop steward or national business agent's (NBA) office. Contact information for the NBA who covers your region is available at [nalc.org/union-administration/nalc-regions](http://nalc.org/union-administration/nalc-regions), or on page 2 of this magazine.

## Contract Administration Unit

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# Paid leave

**T**he National Agreement negotiated between NALC and the Postal Service contains many rights and benefits related to leave from the workplace. Most city carriers are familiar with the rules and contractual provisions related to annual, sick and bereavement leave. However, these are not the only negotiated provisions related to paid leave available to city carriers. This month's article will describe some other lesser-known types of leave provided by the National Agreement, including court leave, military leave and Wounded Warriors leave.

## Court leave

**Court leave is provided for career employees who are** summoned to serve as a juror or witness in certain judicial proceedings. The definition and eligibility rules governing court leave are found in the *Employee and Labor Relations Manual (ELM)*, Section 516.2, which reads:

### 516.2 Court Leave

#### 516.21 Definition

Court leave is the authorized absence from work status (without loss of or reduction in pay, leave to which otherwise entitled, credit for time or service, or performance rating) of an employee who is summoned in connection with a judicial proceeding, by a court or authority responsible for the conduct of that proceeding, to serve as a juror, as a witness in a nonofficial capacity on behalf of a state or local government, or as a witness in a nonofficial capacity on behalf of a private party in a judicial proceeding to which the Postal Service is a party or the real party in interest. The court or judicial proceeding may be located in the District of Columbia, a state, territory, or possession of the United States, including the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands.

#### 516.22 Eligibility

Court leave is granted to full-time and part-time regular employees. Certain part-time flexible employees are granted court leave as provided and governed by applicable collective bargaining agreements. Other employees are ineligible for court leave and must use either annual leave or LWOP to cover the period of absence from postal duties for court service but may retain any fees or compensation received incident to such court service. Court leave is granted only to eligible employees who would be in work status or on annual leave except for jury duty or service as a witness in a nonofficial capacity on behalf of a state or local government, or service as a witness in a nonofficial capacity on behalf of a private party in

a judicial proceeding to which the Postal Service is a party or the real party in interest. An employee on LWOP, when called for such court service, although otherwise eligible for court leave, is not granted court leave but may retain any fees or compensation received incident to court service.

Full- and part-time regular letter carriers who are summoned to court service while on annual leave will have the leave changed to court leave in accordance with *ELM*, Section 516.31.

Part-time flexible (PTF) letter carriers are entitled to court leave in accordance with the Memorandum of Understanding (MOU) Re: PTF Court Leave, which is found on pages 187 and 188 of the 2019-2023 National Agreement. To qualify for court leave, a PTF must first complete their probationary period. CCAs converted to career status who have completed one 360-day term as a CCA do not have to serve a probationary period. In addition, court leave is available only if the PTF would otherwise have been in a work status or on approved annual leave. The amount of court leave for PTFs shall not exceed eight hours in a service day or 40 hours in a service week.

If a letter carrier on approved court leave is paid a stipend by the court for the performance of jury duty, the employee is entitled to keep the allowance as long as it does not exceed \$25 per day. Employees must remit to their supervisor the amount received in excess of \$25 per day. Employees who are eligible to receive such fees are not authorized to waive the fee.

CCAs are not eligible for court leave; therefore, they must use either annual leave or leave without pay if summoned for jury duty. Since these employees are not compensated by the Postal Service for the court duty, they are entitled to keep any allowance paid by the court for their service.

## Military leave

**Career letter carriers may receive military leave to** serve their country in the armed forces. Military leave is paid leave in which letter carriers can still earn a paycheck from the Postal Service while they are fulfilling certain obligations to the military. 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.

The rules and regulations governing military leave are found in *ELM*, Section 517, which states in part:

## **517 Paid Military Leave**

### **517.1 General**

#### **517.11 Postal Service Support**

The Postal Service supports employee service in the Reserve or National Guard, and no action is permitted to discourage either voluntary or involuntary participation. The Postal Service allows employees to be absent:

- a. To participate in drills or meetings scheduled by the National Guard or Reserve Units of the armed forces.
- b. To attend usual summer training periods.
- c. To perform any other active duty ordered by the National Guard and Reserve Units of the armed forces.

However, eligible employees are entitled to paid military leave only for such duty as and to the extent provided below.

#### **517.12 Definition**

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 who are members of the National Guard or reserve components of the armed forces.

Note: Non-workdays are not charged against the paid military leave allowed.

#### **517.41 General Allowance**

Eligible full-time and part-time employees receive credit for paid military leave as follows:

- a. Full-time employees other than D.C. National Guard — 15 calendar days (120 hours) each fiscal year.
- b. Part-time employees other than D.C. National Guard — 1 hour of military leave for each 26 hours in pay status (including military LWOP) in the preceding fiscal year provided:

(1) Employee was in pay status a minimum of 1,040 hours in the preceding fiscal year.

Note: A part-time employee's time on military LWOP in one fiscal year counts toward meeting the 1,040 hours' requirement for the next fiscal year.

(2) Employee's pay for military leave does not exceed 80 hours.

As stated above, full-time employees are granted 15 days of military leave per fiscal year, while part-time employees receive one hour of military leave for each 26 hours in pay status. Part-time employees must have a minimum of 1,040 hours in the preceding fiscal year,

and paid military leave cannot exceed 80 hours annually.

Letter carriers should note that the allowance for military leave, unlike other leave categories in the Postal Service, is based on the fiscal year and not the leave year. USPS fiscal years begin on Oct. 1 and end on Sept. 30 each year. Keep this distinction in mind when considering your military leave allowances.

Employees may use military leave intermittently and may carry over unused military leave from one fiscal year to the next. The amount of military leave employees may carry over may not exceed 15 days.

To receive paid military leave, the leave must be substantiated by a copy of the employee's military orders or other documentation endorsed by the appropriate military authority. Paid military leave is provided for specific types of duty and certain military activities are not eligible. For the specific list of duties covered and more information related to military leave, read the *NALC Veterans Guide*, which can be found on the NALC website at [nalc.org/veterans-guide](http://nalc.org/veterans-guide).

## **Wounded Warriors leave**

**Management is required to approve leave requests** by disabled veterans to undergo medical examination or treatment related to their service-connected disabilities. Unfortunately, letter carriers may not accrue enough paid leave, especially when they are first hired, to cover these absences. Prior to 2016, this meant that many veterans with service-connected disabilities had to take unpaid leave to attend medical appointments.

With the passage of the Wounded Warriors Federal Leave Act of 2015, certain veterans who chose to commence or resume a civilian career with the Postal Service following their military service became eligible to have credited and use up to 104 hours of Wounded Warriors leave to undergo medical treatment for a service-connected disability rated at 30 percent or more.

Each January, all employees who are disabled veterans with a 30 percent or more combined disability rating receive 104 hours of Wounded Warriors leave to use during that leave year. Upon being hired, employees who meet the eligibility requirements will be credited with 104 hours of Wounded Warriors leave. This leave may be used for the remainder of that leave year. At the end of each leave year, any unused Wounded Warriors leave is not rolled over to the next year, nor will it be paid out if the employee leaves

*(continued on next page)*

# Paid leave (continued)

the Postal Service. As long as the employee still has a combined disability rating of 30 percent or more, he or she will receive 104 hours of Wounded Warrior leave at the start of each new leave year.

Prior to requesting to use Wounded Warriors leave, the employee must notify the Postal Service of his or her eligibility. Employees must provide documentation to the HR Shared Service Center from the Department of Veterans Affairs certifying that the employee has the requisite level of service-connected disability. An employee's supervisor is responsible for approving or disapproving requests for Wounded Warriors leave by signing PS Form 3971, Request for or Notification of Absence, and returning a copy to the employee. In addition, to verify that Wounded Warriors leave requested by an employee is appropriately used for the treatment of a service-connected disability, the requesting employee must provide proof from the health care provider that the employee used the leave to receive treatment for a covered disability. USPS has created a form to be used for this verification: a PS

Form 5980, Treatment Verification for Wounded Warriors Leave, which must be submitted within 15 days of the medical treatment.

This category of leave is a very important benefit to letter carriers who also are veterans with a disability rated at 30 percent or greater. Copies of the Postal Service Management Instruction EL-510-2019-2 (M-01901 in NALC's Materials Reference System) setting forth the policy guidelines and standard procedures for administering Wounded Warriors leave and PS Form 5980 are available on the "Contract Administration" and "City Delivery" pages of the NALC website. For more detailed information on Wounded Warriors leave and paid military leave, read the *NALC Veterans Guide* previously referred to in this article. The *NALC Veterans Guide* is available in electronic format on the NALC website at [nalc.org/veterans](http://nalc.org/veterans).

**For questions related to these or any other types of leave, city carriers should contact their local shop steward or branch officer.**

## Honor Roll

### NALC recognizes its brothers and sisters for their long-term membership

NALC members who have completed 50 years of membership in NALC are awarded a Life Membership Gold Card that entitles them to all privileges of membership in NALC without payment of dues. To receive a gold card and 50-year lapel pin, the branch secretary must write to the NALC secretary-treasurer and request the award for the member, in accordance with Article 2, Section 5 (a) of the *NALC Constitution*.



Additionally, the national secretary-treasurer's office handles branch re-

quests for lapel pins. Accordingly, the secretary-treasurer's office can only provide suitable lapel pins "when receiving proper notification by the Branch Secretary" in the year when a member is to complete the following number of years as a member: 25 years, 30 years, 35 years, 40 years, 45 years, 50 years, 55 years, 60 years and 65 years. Special plaques are available for members who complete 70 years and 75 years. This is also per Article 2 of the *NALC Constitution*.



**All requests must come from the branch secretary. Longtime members are encouraged to inform their branches when they reach a longevity benchmark.**

### Below is a list of those NALC members who have received an award in the past month:

#### 70-year pins

Ronald W. Carnaghi	Joliet, IL	Br. 305
Douglas L. Lee	Hobbs, NM	Br. 3727
Anthony J. Irene	Flushing, NY	Br. 294

#### 65-year pins

Ralph H. Friedhofer	Naples, FL	Br. 4716
Franklin E. Crummie	Atlanta, GA	Br. 73
Paul J. Feldkamp	Louisville, KY	Br. 14
Louis Durant Jr.	Worcester, MA	Br. 12

Gerard L. Pothier	Worcester, MA	Br. 12
Dorwin Grainger	Mid-Michigan	Br. 256
Gerard L. Sirois Jr.	Mid-Michigan	Br. 256
Frank Tasson Jr.	Mid-Michigan	Br. 256
Earl W. Jones	Western Wayne Co., MI	Br. 2184
Edward R. Kirby	Western Wayne Co., MI	Br. 2184
Larry R. Schimmel	Western Wayne Co., MI	Br. 2184
Gordon M. Balfe	Minneapolis, MN	Br. 9
Richard L. Benschopf	Minneapolis, MN	Br. 9
Nick C. Boosalis	Minneapolis, MN	Br. 9
Curtis F. Britz	Minneapolis, MN	Br. 9
Ralph J. Buystedt	Minneapolis, MN	Br. 9

Robert I. Gossler	Minneapolis, MN	Br. 9
Arthur A. Heikkila	Minneapolis, MN	Br. 9
Kenneth W. Johnson	Minneapolis, MN	Br. 9
Joseph F. Stanek	Minneapolis, MN	Br. 9
Martin Tich	Minneapolis, MN	Br. 9
Vernon C. Wehage	Minneapolis, MN	Br. 9
Eugene W. Stretz	Long Island Mgd., NY	Br. 6000
Michael I. Jadick	Scranton, PA	Br. 17
Lowell W. Rohrbach	Salt Lake City, UT	Br. 111
Philip W. Lottes	Madison, WI	Br. 507
Roy H. Hendrickson	Wenatchee, WA	Br. 1350

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# Limited-duty job offers: appropriate or suitable?

**W**orkers' compensation benefits are intended to prevent workers from suffering financial harm due to a workplace injury. The core principle is that the injured worker would be neither better nor worse off financially had the injury not occurred. Workers' compensation wage-loss and medical benefits have always been considered a temporary bridge to get the worker back to work once medical conditions have resolved.

The Office of Workers' Compensation Programs (OWCP) has regulations that enforce the requirement to return to work. If an employee cannot return to the job held at the time of injury due to partial disability from the effects of the work-related injury, but has recovered enough to perform some type of work, OWCP requires the employee to seek work.

**Article 21.4 of the National Agreement requires the Postal Service to promulgate appropriate regulations to comply with the applicable regulations of OWCP.** The Postal Service regulations are found in section 540 of the *Employee Labor Relations Manual (ELM)* and *Handbook EL-505, Injury Compensation*.

*ELM 546.142* requires the Postal Service to make every effort toward assigning the employee to limited duty consistent with the employee's medically defined work limitations.

*ELM 546.142.a* states in part:

Current Employees. When an employee has partially overcome a compensable disability, the Postal Service must make every effort toward assigning the employee to limited duty consistent with the employee's medically defined work limitation tolerance (see 546.611). In assigning such limited duty, the Postal Service should minimize any adverse or disruptive impact on the employee.

The Postal Service's requirement to make every effort in finding work for injured letter carriers can result in job offers that exceed the employee's medical restrictions. The injured worker is then given the difficult choice of deciding whether the job offered comports with their medical limitations.

If the employee refuses the job offer, OWCP will decide whether or not the job offer was suitable given the employee's medical restrictions. If the job is found suitable, the injured worker can lose all OWCP benefits for refusing the job offer.

**The Joint Contract Administration Manual (JCAM)** Section 15.1 refers to the inability to grieve OWCP suitability determinations:

However, decisions of the Office of Workers' Compensation Programs (OWCP) are not grievable matters. OWCP has the exclusive authority to adjudicate compensation claims, and to determine the medical suitability of proposed limited duty assignments....

"Suitability" is a term of art within OWCP that specifically refers to the determination made by OWCP that the job offer complies with the work restrictions derived from the medical evidence. Although suitability determinations made by OWCP cannot be grieved, job offers made by the Postal Service can be investigated to determine whether the offer is appropriate and grieved if not in compliance with postal rules and regulations. Shop stewards should never use the word "suitability" when grieving a job offer that exceeds the injured worker's medical limitations. That does not prevent a grievance on whether or not the job offer is appropriate.

OWCP takes the Postal Service's word at face value that the described duties in the job offer fall within the accepted restrictions. Often, this is not the case. For example, where the restrictions do not allow the carrier to twist, bend or stoop, but the job offer includes casing and carrying mail with only some auxiliary parcel help. Because an OWCP claims examiner doesn't understand what casing and carrying mail entails, OWCP might find that job offer suitable. However, if the specific facts reveal that casing mail requires twisting, and carrying mail includes bending to get mail and parcels out of the delivery vehicle, loading and unloading mail from relay boxes, or placing/removing mail from mailboxes, the job offer would not be appropriate because the duties do not comply with the medical restrictions.

In such cases, a grievance would dispute the fact that the job offer is misrepresenting the actual job duties and is not appropriate because casing and carrying mail require twisting, bending and/or stooping.

**The procedures outlined in Section 7-4 of the EL-505** describe how a job offer is constructed:

#### **Offering a Limited Duty Assignment — ICCO**

If medical documentation indicates the employee is capable of performing limited duty, do the following:

- Identify a limited duty assignment (see Exhibit 7.1, Limited Duty Assignment Guidelines).
- Ensure that the limited duty assignment is consistent with medically prescribed physical restrictions. Consult

*(continued on next page)*

## Limited-duty job offers (continued)

with the OHNA, contract physician, or the treating physician if you have any doubts (see Exhibit 6.1, Sample Letter: Limited Duty Availability).

Offer a limited duty job assignment in writing and include the following information:

- A description of the duties to be performed.
- The specific physical requirements of the position and any special demands of the workload or unusual working conditions.
- The organizational and geographical location of the job.
- The date on which the job will first be available.

If the employee is at the work site and has not lost work time beyond the date of the injury, extend the offer immediately. If the employee is not currently working, initially offer the job by telephone and follow up with a written job offer.

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**“Injured workers who get a job offer where some of the duties may exceed their medical limitations should accept the job offer (under protest), do what work they feel is within their medical limitations, and take the job offer to their physician for review.”**

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Appropriateness would also include whether or not the job offer meets the Postal Service’s obligations under *ELM 546*.

Shop stewards should investigate how the job offer was constructed. Did the Postal Service consult with the occupational health nurse, contract physician or the treating physician (in writing) to ensure that the limited-duty assignment is consistent with the injured worker’s medical restrictions in accordance with Section 7-4 of *Handbook EL-505*?

**The Postal Service normally makes a job offer on PS Form 2499, Offer of Modified Assignment (Limited Duty).** Section 1 of the form contains employee information, Section 2 contains the hours and duties of the job, and Section 3 is where the employee can accept or refuse the job offer. Section 3 of the 2499 states:

Supervisor/manager should discuss this Offer of Modified Assignment (Limited Duty) and the duties of the assignment with the employee. If the employee has concerns (e.g.,

task, work location, or medical limitations) not addressed with this Offer of Modified Assignment (Limited Duty), the supervisor/manager should discuss the concerns with the employee and, if possible, suggest alternatives. If the employee raises additional medical issues such as a disability or seeks a reasonable accommodation, the supervisor/manager, must engage in an interactive discussion with the employee (see Handbook EL-307, Reasonable Accommodation, An Interactive Process for specific guidance). These discussions must be documented on page 2, Section IV of this form.

**Reviewing a job offer is meant to be an interactive process.** Injured workers need to go over the job offer with the supervisor and write their concerns in Section 4 on page 2. Injured workers should always get a copy of the job offer, whether accepted or refused. Because the job offer process is interactive, carriers should not be instructed to immediately accept the job offer or be sent home in a non-pay status. While this is a violation of postal regulations and handbooks, the injured worker should not immediately refuse the job offer.

Postal and federal regulations allow the injured worker to take the job offer to their attending physician. Injured workers who get a job offer where some of the duties may exceed their medical limitations should accept the job offer (under protest), do what work they feel is within their medical limitations, and take the job offer to their physician for review. However, accepting a job offer that may exceed an injured worker’s medical restrictions does not waive the opportunity to contest the propriety of the job offer through the grievance procedure.

If an investigation reveals that regulations were not followed and an inappropriate job offer was given to the injured worker, a grievance should be filed. Articles 3, 5, 19 and 21 incorporate the law as well as the handbooks and manuals.

**Postal supervisors typically do not understand the distinction between OWCP decisions and Postal Service violations related to OWCP matters.** They are often coached to argue that such violations are not grievable and not arbitrable. They may tell union representatives that OWCP is the only agency that can provide a remedy for such violations. Shop stewards should be ready for management’s arbitrability arguments and be prepared to argue that violations of the law are grievable, citing appropriate *ELM* and *EL-505* requirements. A remedy for an inappropriate job offer might include a retraction of the job offer and a letter from the Postal Service to OWCP explaining that the offered duties, in fact, fall outside the injured worker’s restrictions.

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# Overtime and pay during December

**T**he rules governing the payment of overtime and penalty overtime are found in Article 8 of the National Agreement. This month's Contract Talk will discuss some of the exceptions to these rules.

The entitlement to penalty overtime for full-time regular and full-time flexible employees is found in Article 8, Section 5.F of the National Agreement, which 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 2021 *Joint Contract Administration Manual (JCAM)* explains Article 8, Section 5.F:

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) letter carriers receive penalty overtime pay are found in Article 8, Section 4.E. This section 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 are in the same category as PTFs for penalty overtime purposes.

When determining the entitlement to penalty overtime pay, both the actual hours worked as well as 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 full-time, part-time and CCA letter 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 sometimes referred to as the "penalty overtime exclusion period."**

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

agreed that 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 range is published each year in the *Postal Bulletin* and *The Postal Record*. The penalty overtime exclusion period for calendar year 2021 will be Dec. 4 through Dec. 31 (pay periods 26 of 2021 and 1 of 2022).

**The second exception during December pertains to the daily and weekly work-hour limitation.** Article 8, Section 5.G provides that employees on the overtime desired list (ODL) or work assignment list (WAL) may be required to work up to 12 hours per day and 60 hours per week, except during the penalty overtime exclusion period. However, these work limits do not apply to full-time employees on the ODL or WAL 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.

The national parties signed a memorandum of understanding (M-00859) on Oct. 19, 1988, which states in part:

The parties agree that with the exception of December, full-time employees are prohibited from working more than 12 hours in a single work day or 60 hours within a service week.

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 WAL, 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.

The Step 4 settlement (M-01272) in Case Number E94N-4E-C96031540, dated Feb. 25, 1998, dictates that the limit established by *ELM* 432.32 continues to apply even during the penalty overtime exclusion period.

Similar to the previous reference that paid leave counts toward overtime, *JCAM* pages 8-19 state 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 WAL. As stated above, these 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 WAL. This would limit a carrier on the WAL to 10 hours in a service day, even if additional overtime was available on their bid assignment. During December, the carrier on the WAL has the right to work the additional time over 10 hours, since penalty overtime is

not paid. This is explained on pages 8-21 of the *JCAM*, which states in part:

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.

**The exceptions during December for penalty overtime** pay and overtime provisions can cause confusion. If you have any questions related to these or other Article 8 provisions, contact your local shop steward or branch officer.

## Retiree Reports

### Bergen Co. Mgd., New Jersey

So I have noticed that a lot of my friends and family members have been able to work from home during this pandemic. It must be nice working at a computer in your pajamas and slippers. All of the letter carriers do not have that luxury, although the thought of seeing my carrier deliver in their PJs would certainly get my attention.

Carriers have had to deliver as usual and have had to deal with staggering start times in order to abide by social-distancing rules. Management was in charge of dictating the start times, and you know how well they have managed to screw that up.

With all the news talking about how the mail has slowed down (thank you, DeJoy), carriers have gone out and done their job every day and delivered the mail in a timely fashion as it has come in to the facilities.

As I am writing this article, I got an email from our national business agent that the Postal Service plans to hire retirees for this year's holiday season. After five minutes of laughing, I politely gave a two-word answer. I cannot say the first, but the second word is no—you can fill in the rest.

*Dennis Spoto, Branch 425*

### Hartford, Connecticut

Our retirement dinners for Branch 86 will be in two parts after a year-plus delay. Western Connecticut, including the Danbury and Naugatuck area, will hold its event at the Amber Room of Danbury on Nov. 6. I am looking forward to see the retirees from our western towns. The remainder of the branch will apparently hold its retirement dinner in the usual facility in Southington.

Branch 86 had its annual Labor Day get-together at the Hartford Yard Goats baseball game in Hartford in mid-September. It will be good to see our membership and officers face to face again. We experienced some hot, humid weather this summer in Connecticut. Obviously, the sooner, the better for when the new postal vehicles arrive with air conditioning installed.

I know if it is hot, the desire to air out the vehicles while driving is strong. However, driving with the driver's-side door open is unsafe. Obviously, you should *not* drive with that door opened unless you are going to curbside mail rural mailboxes on a road. Please close the door when crossing an intersection or driving street to street. The children are back in school, so exercise caution when driving in residential neighborhoods and near bus stops or local schools.

Carriers contemplating retirement should make sure, if applicable, that their armed forces service time is included in the calculations. Buying back your military time if need be as soon as possible is a wise course of action.

Military veterans get free admission at the Big E fair on Opening Day in Massachusetts.

Other postal retirees not otherwise eligible can purchase on a periodic basis directly through mail Part B of Medicare. The price is about \$445 every few months.

Enjoy your holidays. The stores are filling up with Halloween items and candy already.

*Ed Mulrenan, Branch 86*

### Paterson, New Jersey

During the summer months, our local branch takes our monthly union meetings off the schedule so that members can enjoy summer months (July and August) with their families. Summers go quick here in New Jersey, having only short amounts of warm months for all of

us to enjoy. There are no union meetings during these two months.

Retirees continue to meet every third Wednesday, even during the summer months, so that we can be fully focused and engaged in our union functions, information and solidarity. These breakfasts are held at the Hawthorne Diner in Hawthorne. Please call our union office (973-279-7356) for more specific and detailed information. These monthly meeting breakfasts were started by Branch 120 President Murray Ross back during the strike years of the '70s and continue today.

Our then-President Ross (currently living in California) is alive and well; we still to this day appreciate his knowledge, expertise and experience in union matters. Branch 120 continues to stay in touch with Murray and wish him well for many more years to come. We thank Murray for starting this trend of monthly retiree breakfast meetings and hope to continue it for a very long time. It is this true union solidarity and many years of membership that keeps our union strong.

*Joseph Murone, Branch 120*

### Phoenix, Arizona

Howdy to all from still-sunny Arizona.

Our hearts and prayers go out to all who have had to suffer the wrath of the hurricane in the East and the fires out West. I encourage those who can to send support to the NALC Disaster Relief Foundation.

Our branch has lost a retiree who started out in Branch 36 and stood tall with Vince Sombrotto and others during the 1970 strike. Sorry to say that Pedro Pereira Jr. has passed away.

We owe so much to all those who risked their livelihoods to fight for justice for all letter carriers.

*Al Linde, Branch 576*

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# Annual leave carryover

**O**n Sept. 3, 2020, NALC and USPS agreed to Memorandum of Understanding (MOU) Re: Annual Leave Carryover for Leave Year 2021, M-01928 in NALC's Materials Reference System, which increased the carryover limit to help accommodate for the effects of the COVID-19 pandemic. As the pandemic continued to make travel and social gatherings difficult, this increased carryover was extended into the 2022 leave year in M-01940. This Contract Talk will explain the annual leave provisions, annual leave carryover and the agreed-upon provisions of M-01940.

**Article 10 of the National Agreement covers general leave provisions** such as choice of vacation period, vacation planning and sick leave. Article 10, Section 2 incorporates *Employee and Labor Relations Manual (ELM)* Section 510, which contains the rules and procedures related to the Postal Service leave program. Section 512.32 of the *ELM* contains the provision regarding annual leave carryover:

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**“As the pandemic continued to make travel and social gatherings difficult, this increased carryover was extended into the 2022 leave year in M-01940.”**

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## **512.32 Maximum Carryover**

### **512.321 Maximum Carryover Amounts**

The maximum carryover amount, i.e., the maximum amount of previously accumulated annual leave with which an employee may be credited at the beginning of a year, is as follows:

a. Bargaining Unit Employees. The maximum leave carryover for bargaining unit employees is 55 days (440 hours).

Normally, the maximum carryover amount is 440 hours, as explained in the *ELM*. Accumulated annual leave exceeding 440 hours at the end of the leave year is not carried or rolled over into the next leave year.

Under M-01940, from Leave Year 2021 to Leave Year 2022 the maximum carryover is increased to 520 hours.

M-01940 states:

The parties agree that for leave year 2022, regular work force career employees covered by the USPS-NALC Agree-

ment may carry over 520 hours of accumulated annual leave from leave year 2021 to leave year 2022.

In all other respects, the *ELM* provisions for payment of accumulated leave are not changed because of this Memorandum.

This MOU will expire December 31, 2022.

**M-01940 also affects terminal leave payments.** Terminal leave payments are made to separating employees for their balance of accrued annual leave. These payments are increased to a maximum of 520 hours through the life of M-01940, which expires Dec. 31, 2022. *ELM* Section 512.732.b states in part:

Bargaining Unit Employee. Bargaining unit employees may receive a lump sum leave payment:

(1) If separating other than under the Voluntary Early Retirement Authority (VERA), for accumulated annual leave carried over from the previous year; accrued annual leave for the year in which they separate, up to the carryover maximum for their bargaining unit (see 512.32); any unused donated leave; and for full-time and part-time regular employees, holidays that fall within the terminal leave period. Any part of the unused annual leave earned during the leave year of separation that is in excess of the maximum carryover amount is granted prior to separation rather than paid out in the form of a lump sum payment. No payment is made for unused leave that the employee would have been required to forfeit at the end of the leave year.

City carrier assistants (CCAs) do not carry over leave from one appointment to another or when they are converted to career status. CCAs who are converted to career status receive a terminal leave payment for any leave balance at the end of the CCA appointment.

Without additional extensions, the leave carryover and terminal leave payment will return to a maximum of 440 hours (as reflected in *ELM* Section 512.321a) on Jan. 1, 2023.

**Article 10, Section 3 establishes a nationwide program for vacation planning for employees in the regular workforce, with emphasis on the choice vacation period(s) or variations thereof.** Article 30, Sections B.4 through B.12 allows the local parties to negotiate provisions formulating a local leave program in the Local Memorandum of Understanding (LMOU). Any LMOU provisions regarding the local leave program must be consistent with the general provisions of Article 10.

Article 10, Section 3.B states:

B. Care shall be exercised to assure that no employee is required to forfeit any part of such employee's annual leave.

Article 10, Section 4 sets out the procedure for vacation planning. Each year, the installation head shall meet with the representatives of the union to review local service needs as soon after Jan. 1 as practical. As stated in Article 10, the installation head shall then:

1. Determine the amount of annual leave accrued to each employee's credit including that for the current year and the amount he/she expects to take in the current year.
2. Determine a final date for submission of applications for vacation period(s) of the employee's choice during the choice vacation period(s).

3. Provide official notice to each employee of the vacation schedule approved for each employee.

In accordance with Article 10, during vacation planning, the local parties should determine the amount of annual leave accrued to each employee's credit, including that for the current year and the amount he or she expects to take in the current year. As the carryover maximum will return to 440 hours from the 2022 leave year to the 2023 leave year, care should be taken to ensure that no employee is required to forfeit any part of his or her annual leave.

## Honor Roll

### NALC recognizes its brothers and sisters for their long-term membership

NALC members who have completed 50 years of membership in NALC are awarded a Life Membership Gold Card that entitles them to all privileges of membership in NALC without payment of dues. To receive a gold card and 50-year lapel pin, the branch secretary must write to the NALC secretary-treasurer and request the award for the member. This is in accordance with Article 2, Section 5 (a) of the *NALC Constitution*.



branch requests for lapel pins. Accordingly, the secretary-treasurer's office can only provide suitable lapel pins "when receiving proper notification by the Branch Secretary" in the year when a member is to complete the following number of years as a member: 25 years, 30 years, 35 years, 40 years, 45 years, 50 years, 55 years, 60 years and 65 years. Special plaques are available for members who complete 70 years and 75 years. This is also per Article 2 of the *NALC Constitution*.



**All requests must come from the branch secretary.** Longtime members are encouraged to inform their branches when they reach a longevity benchmark.

Additionally, the national secretary-treasurer's office handles

### Below is a list of those NALC members who have received an award in the past month:

#### 70-year pins

Edward J. Osborne	Bakersfield, CA	Br. 782
Frank T. Costanzo	New Haven, CT	Br. 19
Lawrence J. Criscuolo	New Haven, CT	Br. 19
Dennis P. Regan	New Haven, CT	Br. 19
William G. Habich	Louisville, KY	Br. 14
James M. Calloway	Tulsa, OK	Br. 1358
Frank B. Piazza	Wilkes-Barre, PA	Br. 115

#### 65-year pins

Richard J. Suniga	Bakersfield, CA	Br. 782
Julius Glover Jr.	Atlanta, GA	Br. 73
Warren T. Strandlund	Moline, IL	Br. 318
Eugene E. Curl	Kansas City, KS	Br. 499
Virgil J. Kelsay Jr.	Kansas City, KS	Br. 499
William C. Dalzell	Central Kentucky	Br. 361
Raymond D. Vanderport	Duluth, MN	Br. 114
William H. Beach	Canton, OH	Br. 238
Leo T. Kazmierczak	Toledo, OH	Br. 100
Wesley R. Thompson	Tulsa, OK	Br. 1358
George L. Knox	Salem, OR	Br. 347

#### 60-year pins

Randolph D. Brown Sr.	Ukiah, CA	Br. 1563
Julius Glover Jr.	Atlanta, GA	Br. 73
Herbert C. Heath	Atlanta, GA	Br. 73
Ezekiel W. McConnell	Atlanta, GA	Br. 73
Murl T. Nations	Atlanta, GA	Br. 73
William Packman	Atlanta, GA	Br. 73
Judson K. Vaughn	Atlanta, GA	Br. 73
Henry R. West	Rossville, GA	Br. 2808
John E. Barger	Indianapolis, IN	Br. 39
Moses Driver	Indianapolis, IN	Br. 39
Morton H. Goode Jr.	Indianapolis, IN	Br. 39
Jerry D. Hawkins	Indianapolis, IN	Br. 39
Thomas E. Mabry	Indianapolis, IN	Br. 39
Don A. Meyers	Indianapolis, IN	Br. 39
Norman E. Mohr	Indianapolis, IN	Br. 39
Herbert J. Reinert Jr.	Indianapolis, IN	Br. 39
David H. Spero	Kansas City, KS	Br. 499
Vernon J. Weller	Kansas City, KS	Br. 499
Paul N. Frederick	Central Kentucky	Br. 361
Carlos B. Lester	Central Kentucky	Br. 361
Harold L. Moore	Central Kentucky	Br. 361

John D. Schroeder	Louisville, KY	Br. 14
Duwayne E. Clous	Battle Creek, MI	Br. 262
Henry J. Egan	Battle Creek, MI	Br. 262
Kenneth R. Sweeney	Las Vegas, NV	Br. 2502
Donald W. Hartshorn	Concord, NH	Br. 72
Carroll C. Laclair	Concord, NH	Br. 72
Raymond A. Menzoni	Vineland, NJ	Br. 534
Donald M. Kozlowski	Rochester, NY	Br. 210
M. B. Fulp	Winston Salem, NC	Br. 461
James W. Larson	Jamestown, ND	Br. 965
Delno L. Hoagland	Canton, OH	Br. 238
Charles L. Pfister Jr.	Canton, OH	Br. 238
Ronald P. Vignon	Canton, OH	Br. 238
Gary R. Hebble	Springfield, OH	Br. 45
Jerry L. Schuyler	Springfield, OH	Br. 45
Robert Wismar	Toledo, OH	Br. 100
Larry W. Conner	Tulsa, OK	Br. 1358
Bobby L. Coughran	Tulsa, OK	Br. 1358
Robert M. Duvall	Tulsa, OK	Br. 1358
Glenn J. Oliver	Tulsa, OK	Br. 1358
Forrest E. Pierce	Tulsa, OK	Br. 1358
Wayne D. Stockton	Tulsa, OK	Br. 1358
Bob E. Sullivan	Tulsa, OK	Br. 1358

## Below is a list of those NALC members who have received an award in the past month:

William M. O'Neal	Atlanta, GA	Br. 73	William H. Richardson	Indianapolis, IN	Br. 39	George D. Hutnick	Freehold, NJ	Br. 924
John H. Owens Jr.	Atlanta, GA	Br. 73	Lyle D. Rolison	Indianapolis, IN	Br. 39	Ronald G. Kallista	Freehold, NJ	Br. 924
Wilmer Owens Jr.	Atlanta, GA	Br. 73	Marlys E. Matthews	Cedar Falls, IA	Br. 719	Andrew K. Molnar	Freehold, NJ	Br. 924
William Packman	Atlanta, GA	Br. 73	Kenneth M. McKeen	Spirit Lake, IA	Br. 3463	J. M. Paone	Freehold, NJ	Br. 924
Leo C. Palma	Atlanta, GA	Br. 73	Delmar E. Phillips	Spirit Lake, IA	Br. 3463	William L. Pastor	Freehold, NJ	Br. 924
Frank J. Patterson	Atlanta, GA	Br. 73	Dean H. Hoehle	Wapello, IA	Br. 5636	Howard A. Sabo	Freehold, NJ	Br. 924
Joseph W. Pinson	Atlanta, GA	Br. 73	Charles R. Jones	Kansas City, KS	Br. 499	Edward E. Schultz	Freehold, NJ	Br. 924
Houston H. Poss	Atlanta, GA	Br. 73	Ivan E. Klaudt	Kansas City, KS	Br. 499	R. S. Soper	Freehold, NJ	Br. 924
Marvin A. Powell Jr.	Atlanta, GA	Br. 73	Sammie L. Clay	Central Kentucky	Br. 361	Robert W. Thomas	Freehold, NJ	Br. 924
Paul Price	Atlanta, GA	Br. 73	Daney R. Collins	Central Kentucky	Br. 361	John J. Verducci Jr.	Freehold, NJ	Br. 924
John F. Ransaw	Atlanta, GA	Br. 73	David W. Cooper	Central Kentucky	Br. 361	Edward R. O'Malley	Bergen Co. Mgd., NJ	Br. 425
Pozie L. Redmond Jr.	Atlanta, GA	Br. 73	Gene R. Derossette	Central Kentucky	Br. 361	Kenneth O. Stahl	Bergen Co. Mgd., NJ	Br. 425
Hattie H. Riley	Atlanta, GA	Br. 73	David C. Duncan	Central Kentucky	Br. 361	Ronald C. Hullings	Cape Atlantic, NJ	Br. 903
John M. Riley Jr.	Atlanta, GA	Br. 73	Glenn L. Henderson	Central Kentucky	Br. 361	William Charbonneau Jr.	Clovis, NM	Br. 2691
Larry E. Roberts	Atlanta, GA	Br. 73	Ernest S. Kirkland	Central Kentucky	Br. 361	John C. Gomez	Clovis, NM	Br. 2691
C. W. Seabolt	Atlanta, GA	Br. 73	Steven M. Spiller	Central Kentucky	Br. 361	Leroy Green Jr.	Clovis, NM	Br. 2691
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Conrad T. Sweat	Atlanta, GA	Br. 73	George L. Gittings Jr.	Louisville, KY	Br. 14	Robert C. Brehm	Flushing, NY	Br. 294
Marvin C. Swift	Atlanta, GA	Br. 73	Russell H. Hale	Louisville, KY	Br. 14	J. P. Micheline	Flushing, NY	Br. 294
Larry E. Teal	Atlanta, GA	Br. 73	Jerry D. Harrison	Louisville, KY	Br. 14	Richard Nucatola	Flushing, NY	Br. 294
H. R. Thompson	Atlanta, GA	Br. 73	Gregory L. Lewis	Louisville, KY	Br. 14	Alan P. Salter	Flushing, NY	Br. 294
Willie F. Thornton	Atlanta, GA	Br. 73	Billy G. Meacham	Louisville, KY	Br. 14	S. L. Scherer	Flushing, NY	Br. 294
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Geo E. Wilson	Atlanta, GA	Br. 73	Elbert B. Blackmon	New Orleans, LA	Br. 124	Cordell M. Miller	Toledo, OH	Br. 100
Jimmy D. Womack	Atlanta, GA	Br. 73	Ivory Brimmer Jr.	New Orleans, LA	Br. 124	David E. Venzke	Toledo, OH	Br. 100
Charles W. Young	Atlanta, GA	Br. 73	Milton Burns	New Orleans, LA	Br. 124	Terrance A. Lane	Willoughby, OH	Br. 3688
Grady M. Asbell	Tifton, GA	Br. 1150	Anthony Camus Jr.	New Orleans, LA	Br. 124	Andrew A. Nemeth	Willoughby, OH	Br. 3688
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Timothy Kozak	Streator, IL	Br. 287	Irwin A. Lagarde	New Orleans, LA	Br. 124	Ralph R. Rostock	Pittston, PA	Br. 162
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# Mutual exchanges

**R**ecent *Contract Talk* articles have discussed ways in which career letter carriers can reassign from one installation to another. In the May 2021 issue of *The Postal Record*, the rules pertaining to voluntary reassignments were explained. The July 2021 edition discussed the excessing process when a career letter carrier is reassigned on an involuntary basis.

This month's article will explain a third option, called a mutual exchange, for career letter carriers who wish to relocate. Mutual exchanges offer career letter carriers the opportunity to exchange positions with other career letter carriers in different installations. The rules and regulations governing mutual exchanges are found in Section 351.61 of the *Employee and Labor Relations Manual (ELM)*, which states:

Career employees may exchange positions (subject to the provisions of the appropriate collective bargaining agreement) if the officials in charge at the installations involved approve the exchange of positions.

Mutual exchanges must be made between employees in positions at the same grade levels. The following employees are not permitted to exchange positions:

- a. Part-time flexible employees with full-time employees.
- b. Bargaining employees with nonbargaining employees.
- c. Nonsupervisory employees with supervisory employees.

The current version of the *ELM*, as well as other USPS handbooks, manuals and publications, is available at [nalc.org/workplace-issues/resources/usps-handbooks-and-manuals](http://nalc.org/workplace-issues/resources/usps-handbooks-and-manuals).

**As stated above, mutual exchanges are limited to employees in the same classification.** Letter carriers interested in a mutual exchange should communicate with the other employee to ensure that the exchange is permitted based on Section 351.61 of the *ELM*.

While Section 351.61 of the *ELM* states employees must be in the same grade level, this rule does not apply to career letter carriers. The 2007 Memorandum of Understanding (MOU) Re: Mutual Exchanges, M-01646 in NALC's Materials Reference System (MRS), clarifies that Grade 1 and Grade 2 letter carriers are in the same grade for the purpose of mutual exchange eligibility. This MOU states:

The parties agree that in applying the relevant provisions of Section 351.6 of the *Employee and Labor Relations Manual*, city letter carriers in grades CC-01 and CC-02 are considered as being in the same grade. This agreement applies solely to determining whether employees are eligible for mutual exchanges.

Copies of this MOU and other "M" documents contained in the MRS are available at [nalc.org/workplace-issues/resources/materials-reference-system](http://nalc.org/workplace-issues/resources/materials-reference-system). Further,

this MOU is printed on page 193 of the 2019-2023 National Agreement.

The MOU Re: Pay Schedule Consolidation, found on pages 178-179 of the 2019-2023 National Agreement, did not alter the ability of letter carriers occupying carrier technician assignments to exchange positions with non-carrier technicians.

**Once letter carriers have agreed to initiate a mutual exchange, they should each write a letter to the installation head at the receiving end indicating that they seek a mutual exchange.** They should also write a letter to their own installation head notifying them of their request and include a copy of the mutual exchange request letter.

The approval process for a mutual exchange is the same as voluntary transfer requests covered by the MOU Re: Transfers. This MOU, which may be found on pages 189-192 of the 2019-2023 National Agreement, states in part:

The parties agree that the following procedures will be followed when career Postal Employees request reassignment from Postal installations in one geographical area of the country to Postal installations in another geographical area. Local reassignments (reassignments within the same MSC, Division, or to adjacent MSCs or Divisions) are covered by the provisions of Section 2 of this memorandum.

An explanation of this MOU and the national parties' joint understanding of this language can also be found beginning on pages 12-47 through 12-52 of the 2021 *Joint Contract Administration Manual (JCAM)*. In accordance with the MOU above, installation heads must consider each mutual exchange request as they would for any transfer request.

Full consideration must be given to work, attendance and safety records of each carrier, and requests may not be unreasonably denied. Evaluations must be fair, valid and to the point. This requirement is found on Page 12-53 of the 2021 *JCAM*:

The provisions of the Transfer Memorandum requiring that installation heads afford "full consideration" to all reassignment requests apply to mutual exchanges just as to any other transfers. Such requests "will not be unreasonably denied." In evaluating and responding to mutual exchange requests, installation heads should follow the criteria provided for in the Transfer Memorandum.

**Like the denial of a voluntary transfer request, the denial of a mutual exchange is a grievable matter.** Even though it is the decision of the gaining installation head whether to accept a mutual exchange, the grievance must be filed in the employing office of the employee on which the denial was based as found on page 12-47 of the 2021 *JCAM*, which states in pertinent part:

*(continued on next page)*

# Mutual exchanges (continued)

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.

Letter carriers should keep in mind that a mutual exchange is a swap of positions, not assignments. Career carriers are exchanging positions with a carrier in another installation. Each carrier will vacate their assignment, which will then be posted for bid according to Article 41 of the National Agreement and the local bid procedure in each installation. This is explained on page 41-22 of the 2021 *JCAM*:

This contractual provision does not mean that exchanging carriers exchange their routes as well as their positions. The routes involved in the exchange are posted in accordance with the provisions of Article 41.1.

This is also covered in Article 12 of the *JCAM* on page 12-52:

Mutual Exchanges are exchanges of positions in the complement of different installations. Carriers do not exchange actual bid assignments or pay status since the vacated bid positions must be posted for bidding in accordance with the provisions of Article 41.1 and the applicable Local Memorandums of Understanding.

**Once a mutual exchange has been approved and each letter carrier is appointed in their new installation, the seniority of the employees must be determined. Normally, the seniority of a career letter carrier is governed by Article 41.2.A.2 of the National Agreement, which states:**

Seniority is computed from date of appointment in the Letter Carrier Craft and continues to accrue so long as service is uninterrupted in the Letter Carrier Craft in the same installation, except as otherwise specifically provided.

A career letter carrier who voluntarily transfers to another installation begins a new period of seniority upon being assigned to the installation. This requirement is found in

Article 41.2.G.3 of the National Agreement, which states:

When a letter carrier transfers from one postal installation to another at the carrier's own request (except as provided in subsection E of this Article).

Even though both employees have changed installations at their own request, the contractual provisions listed above do not govern how seniority is determined. Employees involved in a mutual exchange will either retain their seniority or take the seniority of the letter carrier with the least amount of seniority.

This exception is found in Article 41.2.E of the National Agreement, which states:

When mutual exchanges are made between letter carriers from one installation to another, the carriers will retain their seniority or shall take the seniority of the other exchangee, whichever is the lesser.

This exception is also explained on page 12-53 of the 2021 *JCAM*:

Article 41.2.E provides that when mutual exchanges are made between letter carriers, the carriers will retain their seniority or shall take the seniority of the other exchangee, whichever is the lesser. This is different than the seniority rule in Article 41.2.G.3, which applies to other transfers, and which requires that the transferring employee begin a new period of seniority.

The 2021 *JCAM* is available on the NALC website at [nalc.org/workplace-issues/resources](http://nalc.org/workplace-issues/resources).

**NALC members may find and publish ads for mutual exchanges in *The Postal Record* each month. For detailed information about how to publish an ad, please see the Mutual Exchanges page in this month's edition of *The Postal Record*. Electronic copies of past editions of *The Postal Record* are available at [nalc.org/news/the-postal-record](http://nalc.org/news/the-postal-record).**

Letter carriers with questions regarding the mutual exchange process 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](http://nalc.org/union-administration/nalc-regions).

