

Update to ‘Wounded Warriors Leave’

In the September/October Contract Talk, we wrote about a new category of leave available to certain veterans called “Wounded Warriors Leave.” This new category of leave allows eligible employees to have credited and use up to 104 hours of leave to undergo medical treatment for a service-connected disability rated at 30 percent or more.

During the September/October timeframe, when that article was published, the Postal Service informed NALC this benefit would be extended only to eligible new employees hired on or after Nov. 5, 2016, as well as employees who leave the Postal Service’s employment or take military leave to participate in active-duty military service, sustain a service-connected disability rating of at least 30 percent during that military leave or service, and then return directly from that leave or service on or after Nov. 5, 2016.

On Nov. 15, the Postal Service notified NALC that it would extend this benefit to current employees as well, rather than only the employees described above. Accordingly, all employees who were on the rolls as of Nov. 4, and who otherwise meet the eligibility requirements of the Wounded Warriors Federal Leave Act of 2015, could use up to 104 hours of Wounded Warriors Leave during the 12-month period beginning Nov. 5. Additionally, any eligible employees who used leave for a condition covered by the act prior to when the Postal Service notified NALC of the change may request to have their leave converted to Wounded Warriors Leave.

In November, the Postal Service also released a new Management Instruction (EL-510-2016-8) setting forth its policy guidelines and standard procedures for administering Wounded Warriors Leave. The updated eligibility requirements outlined in the new Management Instruction state:

Eligibility General

All classifications of career and non-career Postal Service employees are eligible for Wounded Warriors Leave if all of the following applies:

- a. They meet one of the eligibility requirements provided under Eligible Employees, and
- b. They have not previously established eligibility for Wounded Warriors Leave.

Eligible employees are entitled to only one Twelve-Month Eligibility Period in connection with Postal Service employment.

Eligible Employees

To be eligible, you must meet the criteria of one of the following:

1. A career or non-career employee:
 - a. With a full-time, part-time or non-traditional schedules;
 - b. Who fulfills one of the following:
 - i. Is on the rolls as of November 4, 2016;
 - ii. Is a non-career employee on a required break in service (five or six days, as appropriate), on November 4, 2016; or
 - iii. Begins serving his or her first appointment on or after November 5, 2016; and

- c. Who has a single or combined service-connected disability rating of 30 percent or more.
2. Employees who:
 - a. Leave the Postal Service’s employment to participate in active duty military service;
 - b. Return directly from that military service to a career or non-career appointment on or after November 5, 2016; and
 - c. Have sustained a single or combined service-connected disability rating of 30 percent or more that was incurred during the employee’s immediate absence.
3. Employees who:
 - a. Take military leave from the Postal Service to participate in active-duty military service;
 - b. Return directly from that military leave on or after November 5, 2016; and
 - c. During military leave sustain a single or combined service-connected disability rating of 30 percent or more that was incurred during the employee’s military leave.

Wounded Warriors Leave expires at the end of an eligible employee’s 12-month eligibility period. This happens regardless of the employee’s actual Wounded Warriors Leave balance. If the employee leaves the Postal Service at any time during or after the expiration of the 12-month eligibility period, any remaining leave will not be reinstated, carried over or paid out, except as permitted by OPM regulations if the employee transfers to another federal agency, or otherwise permitted by the Postal Service’s Management Instruction.

An employee’s supervisor is responsible for approving or disapproving requests for Wounded Warriors Leave by signing PS Form 3971 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. The Postal Service has created a form to be used for this verification. The new form is PS Form 5980, Treatment Verification for Wounded Warriors Leave.

A copy of the Management Instruction outlining the complete policy guidelines established for the administration of Wounded Warriors Leave has been made available on the NALC website at nalc.org. The document, labeled M-01881 in the Materials Reference System (MRS), can be found on the Military Veterans, Contract Administration Unit and City Delivery pages. PS Form 5980 can be found on those pages as well.

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Standard Training Program for City Letter Carriers

The Standard Training Program for City Letter Carriers has been rolled out nationwide. For the first time since the inception of the standard training program, all new city letter carriers will attend. The intention of the program is to provide new letter carriers with the skills and knowledge necessary to successfully perform their duties.

In a joint letter between NALC and USPS, Re: Standard Training Program for Letter Carriers (M-01879 in the NALC Materials Reference System), the parties recognized the importance of quality training and agreed to set some expectations for implementing and monitoring the program. Those expectations are as follows:

- City carrier academies will be established in all USPS districts. Each carrier academy will use the Standard Training Program for City Letter Carriers. New city letter carriers will participate in all aspects of this training program.
- It is our expectation that the parties at all levels of our respective organizations will work cooperatively to ensure that all aspects of the training as prescribed in Course 10025512 are completed properly. Any issue regarding the city carrier academy will be addressed through an alternative dispute resolution process. Local disagreements will be forwarded to the appropriate USPS Area Manager, Labor Relations and the NALC National Business Agent, or their designees. If the issue cannot be resolved at the area/regional level, it will be forwarded for resolution to the USPS manager, Labor Relations Policy and Programs and NALC Director of City Delivery, or their designees.
- Each USPS district will provide a list of prospective city letter carriers to the appropriate NALC national business agent(s) as early as administratively practicable. The list will include the new employee's name, location of the academy, dates and times the employee will attend the academy, and the installation where the employee will be assigned.
- The national parties will review and update the Standard Training Program for City Letter Carriers annually, or more frequently if needed.

This training program consists of five separate phases designed to provide new carriers with the information and skills necessary to be successful in their new careers. The program relies heavily on experienced city letter carrier instructors and facilitators to provide hands-on training and classroom instruction. The five phases of the program are as follows:

Orientation—The first phase of training for city letter carriers is to attend orientation. Orientation gives new employees an introduction to the Postal Service. Many issues are covered such as postal history, how mail is processed throughout the system, employee conduct, safety, and employee resources. New employees will also take the oath of office. Orientation is scheduled to take 16 hours.

Driver training—Phase 2 of the training is focused on

driver instruction. New city carriers will spend 11.5 hours focusing on right hand drive vehicles, defensive driving, and the safe driver program. Carriers will also be familiarized with the long-life vehicle (LLV). The last component of driver training is for carriers to receive their right-hand driving privilege certification. Carriers who have not yet completed driver training and received their right-hand drive certification may not operate right-hand drive vehicles.

Shadow day—A new and critical step of the training program is to provide a shadow day. An eight-hour shadow day must be provided for new letter carriers at their assigned duty station prior to the academy. During the shadow day, newly hired carriers will observe a city letter carrier for eight hours to become familiar with the duties of a letter carrier.

New carriers should not be performing duties or handling mail on their shadow day. This is outlined in the *Standard Training for City Letter Carriers Administrator Guide*, which states:

- Newly hired carriers are only to observe the full range of carrier duties and are not to deliver mail or drive Postal vehicles. A jump seat should be provided for the ride-along portion.
- Newly hired carriers must attend Welcome to the Postal Service and take the Oath of Office before permitted to handle mail.

The shadow day provides new letter carriers with a glimpse of what letter carriers do on a daily basis, and also helps them understand whether delivering mail is a good fit for them. Local union representatives and fellow letter carriers can help ensure that new carriers do not touch the mail or perform duties during their shadow day by notifying the branch president if they see any violations of the above guidelines.

Available resources at the district levels may affect the order in which these first three components occur.

Standard training for city letter carriers (Carrier Academy)—During the Carrier Academy, a certified city letter carrier facilitator delivers 32 hours of classroom instruction. This includes lecture sessions, hands-on practice and discussion. The program provides working knowledge of city carrier responsibilities; safety on the job; recording work hours; classes of mail; carrier case configuration; carrier route books; mobile delivery devices (scanners); account-

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Standard Training Program for City Letter Carriers (continued)

able items and extra services mail; casing mail; forwarding; returned and undeliverable mail; pulling down the carrier case; leaving the office; delivery types and mail receptacles; delivering the mail; collecting outgoing mail; returning to the office; and marketing postal products and services.

The recommended class size is four to 12 learners, with a facilitator-to-learner ratio of 1:6 to provide classroom interaction, group exercises and discussions between the new carriers and the classroom facilitator. These classrooms are designed as working delivery units and equipped with, among other things, working electronic badge readers and mobile delivery devices. New carriers get experience casing and pulling mail, handling Delivery Point Sequence (DPS) mail and Flats Sequencing System (FSS) mail, and even delivering mail on mock routes. Mock collection and delivery setups include park-and-loop, curbside, discounts, cluster box units and collection boxes. Each class should include EAS (supervisor or managerial position) support personnel. EAS support personnel do not facilitate at the academy; however, they are responsible for supporting the learning process in the academy, and are there to assist the course instructors with indoor and outdoor hands-on activities. Another important aspect that EAS support personnel help with is to make sure new carriers are being paid for their time spent during training. They can also ensure new carriers are matched up with, and report to work at the same time as, their on-the-job instructor in their employing office at the conclusion of the academy.

On-the-job training—After completing Carrier Academy, new carriers receive on-the-job instruction with a qualified on-the-job instructor (OJI) at their assigned duty station. This phase of training includes a series of lessons, demonstrations and practices that instruct the new carrier in the tasks of a city letter carrier, such as conducting vehicle inspections, setting up the scanner, handling undeliverable mail, using the throwback case, pulling down the mail, loading the vehicle, and identifying types of mail, just to name a few. On-the-job instructors should have completed Job Instructor Training course #21505-00. The on-the-job instructor conducts the training to help coach and reinforce the classroom training from the academy. The on-the-job training requires a minimum of 24 hours to complete but may be extended to 40 hours if needed. On-the-job instruction should be one-on-one training and should occur during a normal delivery day, including all office duties. The instructor completes the Individual Training Progress Sheet (PS Form 2432) daily to ensure the new carrier receives all of the appropriate training.

The *Standard Training for City Letter Carriers Administrator Guide* states:

On-the-Job Training (OJT) course #10021876 is completed at the assigned duty station. The core of the course is a se-

ries of lessons, demonstrations, and practices that instruct trainees in the tasks of a city letter carrier.

Qualified on-the-job instructor (OJI) city letter carrier conducts OJT coaching to effectively reinforce classroom training. OJT should encompass three days based on the On-the-Job Training Guide. OJT may be extended from 24 hours up to 40 hours if necessary.

On-the-job instructors are to be given adequate time to prepare before administering on-the-job training to ensure that all materials are current and available, and time to become familiar with the *Standard Training for City Letter Carriers Participant Guide*. Current OJIs must get a refresher with the new program and all of the new and updated materials if they have not done so. Management will allow four hours for each OJI to review these materials upon their initial use.

City letter carriers used as facilitators and instructors for the academy and the on-the-job training should be selected from a list of candidates provided by and agreed upon by the district manager and the national business agent or their designee. Management must use a trained OJI and cannot select any carrier of their choosing. The *Standard Training for City Letter Carriers Administrator Guide* states:

Step 1: Select qualified city carrier classroom instructors, on-the-job instructors, and EAS delivery support personnel. While selection of city carrier facilitators and on-the-job instructors is management's responsibility, the selection will be made from a list of candidates provided by and agreed upon by the district manager and the national business agent or their designee.

Step 2: Classroom instructors shall have a minimum of one-year experience as a city carrier. Selection of qualified, enthusiastic employees as instructors and on-the-job instructors is critical to the success of the city carrier training program.

Step 3: Selected classroom instructors will receive course instruction from an area trainer as designated by the national parties.

This training program was designed by many individuals from both the U.S. Postal Service as well as NALC, and for the first time a process was developed and agreed upon in which disputes arising from the administration and execution of such a training program can be resolved. To ensure that the training is being employed effectively, each phase of training should be adhered to as set forth in the guidelines prescribed in the *Standard Training for City Letter Carriers Administrator Guide*.

On-the-job instructors, fellow city letter carriers, and NALC representatives such as shop stewards are the eyes and ears on the workroom floor needed to observe deviations from these guidelines. There should be a local effort to converse with new carriers to see if they are provided the training and shadow day appropriately. If there are any issues, they should be reported to the branch president who in turn can report issues to the national business agent.

Q-and-A on route count and inspections

Across the country, management is conducting traditional six-day route count and inspections while we do not have a joint alternate evaluation and adjustment process in place. Without the guidelines of a joint process, management is obligated to abide by the provisions outlined in Chapter 2 of *Handbook M-39, Management of Delivery Services*, and Chapter 9 of *Handbook M-41, City Delivery Carriers Duties and Responsibilities*. These USPS handbooks are enforceable through Article 19 of the National Agreement. National settlements and memorandums pertaining to route inspections found in the Materials Reference System on the NALC website are also enforceable. As such, letter carriers and enforcers of the contract must remain vigilant in assuring management is held to its obligations when conducting these route inspections.

Whether you are new to the route inspection process or a seasoned veteran, the following questions and answers should provide you with a better understanding of the route inspection process, as well as management's obligations when conducting route inspections.

What is a route and unit review?

On at least an annual basis, management is required to conduct a route and unit review. All operations at the delivery units, including items that affect letter carriers' working conditions, should be reviewed and any unsatisfactory conditions should be corrected before a route count and inspection take place. *M-39, Section 211.1* reads:

In order to achieve and maintain an appropriate daily workload for delivery units and routes, management will make at least annual route and unit reviews consisting of an analysis of items listed in section 214, and workhours, volumes, and possible deliveries. Items listed in section 213 may also be utilized in the review. These reviews will be utilized to verify adjustments which have been taken by management, or need to be taken by management, in order to maintain efficient service.

When route and unit reviews are conducted, who is management obligated to share the results with?

Management is obligated to share the results with the local NALC president or designee and the regular carrier. This is the letter carrier's opportunity to discuss unsatisfactory issues with their managers—for example, poor condition of case labels. *M-39, 211.1* reads:

The results of the review will be shared with the local NALC President, or designee, and the regular letter carrier(s) serving the route(s) that require adjustment.

Is management required to notify the union of the selected period for mail count and route inspections?

Yes. The period selected for mail count and route inspections should be determined as far in advance as possible, and the local union should be notified of this schedule. (*M-39, 211.2*)

How many days in advance of the inspection is management required to post the scheduled mail count and route inspections?

M-39, 211.1 reads:

This notice must be posted at least 5 working days before the start of the count period. If a decision is made to inspect on days other than the scheduled date, 1 day's advance notice must be given.

What is a PS Form 1838-C?

A PS Form 1838-C, "Carrier's Count Mail – Letter Carrier Routes Worksheet," is a worksheet that details the carrier's count of mail and office time entries. Times and mail volumes are each recorded on the worksheet. Please refer to *M-39, Exhibit 222.214a (4)* for a complete detailed explanation of each line item.

What is a dry run?

A dry run is a review of count procedures provided by management to teach letter carriers the accurate completion of PS Form 1838-C. Management should review the worksheet and assist carriers in the correct method of making necessary entries. The dry run does not count toward any actual route count or inspection and the forms are not kept.

When does management conduct the dry run?

Management is required to review the count procedures with carriers within the 21-day period prior to the start of the route count and inspections. *M-39, 211.1* reads:

A review of the count procedures will be made within 21 days prior to the start of the count and route inspection to teach the carrier how to accurately complete count forms (1838-C and 1838-A) during the period of count and inspection.

May management block out vacation time to perform route inspections?

Yes. Management may block out vacation time to perform route inspections provided that the dates in question are blocked out prior to vacation selections. All advance commitments for granting annual leave must be honored except in serious emergency situations (*M-39, Section 211.4*).

May a carrier who is not on the overtime list work overtime during the days of the count week?

Yes. If necessary, overtime may be used to enable the regularly assigned carrier to complete delivery during the

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Q-and-A on route count and inspections (continued)

days of the count week (*M-39*, Section 221.137).

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

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

Is there a limit on how many times management may conduct a day of inspection with a carrier during the week of inspection?

Yes. Management may schedule a day of inspection on no more than three days during the week of route count and inspection. The complete text of the memorandum of understanding Re: Multiple Days of Inspection (*M-01777*) can be found in the Materials Reference System on the NALC website.

On the day of inspection, is the carrier allowed to verify the mail count?

Yes. Carriers have the right to verify the entire mail count. The Step 4 settlement, *M-00536*, provides that carriers who request to verify management's count of mail have the right to verify the *entire* mail count.

May a carrier be required to curtail mail during the week of inspection?

There should not be any mail curtailed the day prior to the route count and inspection and no mail curtailed on the last day. (*M-39*, Section 221.134).

Mail that is distributed to the carriers up to the normal cutoff time will be delivered every day during the count (*M-39*, Section 221.136).

May management deduct time for comfort stops during a route inspection?

M-39, Section 242.341 reads: "Reasonable comfort stops will not be deducted from the carrier's actual time."

Can the route examiner set my walking pace or stop me from taking a rest stop?

M-39, Section 232.1 states:

The route examiner must:

- a. Not set the pace for the carrier, but should maintain a position to observe all delivery points and conditions.
- b. Not suggest or forbid any rest or comfort stops but should make proper notations of them.

When the week of inspection is over, is the carrier done with the inspection process?

When the week of inspection is over, the carrier is not finished with the inspection process. The week after the route count and inspection is the eighth week used for completing the 1840-B time card analysis (*M-39*, Section 242.324).

What is a consultation?

Management must consult with a carrier, with reasons, on any time adjustments done to their routes based on operational changes or if any days were excluded from the PS Form 1840-B (Carrier Time Card Analysis). If management does not have comments documenting the change, the carrier may note this absence of documentation on the 1840 (Carrier Delivery Route — Summary of Count and Inspection) or an attachment. If management does not provide the documentation within a week, the time adjustment is disallowed (*M-39*, Sections 242.345-242.346).

If management decides that relief or an addition is required, management must give carriers another consultation concerning any proposed relief or addition recommended for the route and the reasons for the adjustment. The comments and recommendations of the carrier should be recorded on the 1840 as well as if there is agreement or disagreement with the proposed adjustment. The carrier is not required to sign a statement (*M-39*, Section 243.11a).

Is management obligated to provide the carrier with PS Forms 1838 and 1840 in advance of the consultation?

A completed copy of the front of PS Form 1840 reflecting totals and averages from PS Form 1838 (Carrier's Count of Mail — Letter Carrier Routes Management Summary), day of inspection data, route examiner's comments, and analysis of office work functions and actual time recordings will be furnished to the carrier at least one day in advance of consultation. Completed copies of PS Form 1838 will be given to the carrier at least five calendar days prior to the consultation (*M-39*, Section 241.4).

What is management required to discuss at the consultations?

Consultation after route count and inspection should include but is not limited to:

- Mail volume (*M-39*, Section 232.1c)
- Evaluation of route (*M-39*, Section 232.1c)
- Any time adjustment to evaluated street time based on alleged improper practices or operational changes (*M-39*, Section 242.345)
- Any adjustment of evaluated street time based on a claim that conditions during eight-week timecard period or week of count were not normal so as to justify not including such day or days in base street time computation (*M-39*, Section 242.346)

Consultation for proposed adjustments should include but is not limited to:

- The proposed relief or addition
- The reasons for the proposed adjustment
- Whether the carrier agrees or disagrees
- The reasons the carrier agrees or disagrees
- The comments and recommendations of the carrier

For additional information and explanation on the route inspection process, please refer to *The 2012 NALC Guide to Route Inspections*, which can be found on nalc.org under "Workplace issues" on the "City Delivery" page.

How mutual exchanges work

Career letter carriers may exchange positions with other career employees anywhere in the country. The policy governing this swap is found in Section 351.61 of the *Employee and Labor Relations Manual (ELM)*. The policy requires the installation heads of both post offices to approve the mutual exchange. In addition, it places restrictions on exchanges between categories of employees. Section 351.61 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:

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

For city letter carriers, the 2007 Memorandum of Understanding (MOU) Re: Mutual Exchanges clarifies that Grade 1 and Grade 2 letter carriers are considered to be in the same grade for the purpose of mutual exchange eligibility. This MOU, M-01646 in NALC's Materials Reference System (MRS), 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.

The National Agreement and the *Joint Contract Administration Manual (JCAM)* clarify what happens with the exchanging employees' seniority, duty assignments and grade. They also explain the evaluation and approval processes.

The contractual language governing the issue of seniority for letter carriers who exchange positions is outlined in Article 41.2.E. of the National Agreement, which states:

E. Change in Which Seniority is Modified.

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 is different from the seniority rule in Article 41.2.G.3 of the National Agreement, which applies to other transfers and requires transferring employees to begin a new period of seniority. This is further explained on Page 12-51 of the *July 2014 USPS-NALC Joint Contract Administration Manual (JCAM)*, which states:

Mutual Exchanges—Seniority. 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.

The explanation of Article 41.2.E found in the *JCAM*

makes clear that any mutual exchange is an exchange of positions and not assignments. The routes of the letter carriers involved in the swap are posted for bid in accordance with the provisions of Article 41.1. The following language appears on Page 41-22 of the *JCAM*:

This contractual provision does not mean the 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 explained in Article 12 of the *JCAM* on Page 12-50:

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

The approval process for a mutual exchange is the same as any other transfer request covered by the MOU Re: Transfers. This MOU can be found on Page 188 of the 2011 National Agreement and a full explanation may be found beginning on Page 12-45 of the *JCAM*. In accordance with the MOU, installation heads must give full consideration to each mutual exchange request as they would for any transfer request. Further, the Postal Service may not unreasonably deny a request. The following language is found on Page 12-51 of the *July 2014 JCAM*:

Mutual Exchanges—Full Consideration. 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.

Finally, once letter carriers have agreed to exchange positions, they should each write a letter to the installation head in the location where the other letter carrier is employed requesting the 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 request letter.

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, see page 65 of this magazine.

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Review and evaluation of route adjustments

Recently, many letter carriers throughout the country went through the process of unilateral route inspections conducted by USPS management. Although inspections currently are not being conducted in the summer months, one thing to keep in mind is that the process is not over for the routes that were just evaluated and adjusted. Management is now required to review and evaluate the adjustments that were implemented to ensure that the newly adjusted routes reflect as near to eight hours of daily work as possible.

When management conducts route inspections, they are guided by the provisions of *Handbook M-39, Management of Delivery Services*, specifically Chapter 2, which outlines the necessary procedures to follow for mail counts and route inspections. This review process begins with management's analysis of certain data after the implementation of the adjustments including, but not limited to, looking at volume reports and carrier time records. The evaluation of adjustments process is outlined in section 243.611 of that chapter and reads:

After the adjustment of routes has been placed in effect, the manager must carefully study and analyze PS Form 3997 or electronic equivalent from a nationally approved computer system that provides equivalent information; PS Form 3997-B, *Operations Analysis Report*; PS Form 1813; street management records; volume recording data; and carrier's time records to see that the objective has been met, especially for those routes where extensive changes have been made.

The above section provides detailed information as to what management must review to determine whether the routes were properly adjusted after the inspection. To ensure the adjustment was accurate, management is required to review all the data. This is a very important step in any route adjustment, and at times it is not conducted. Union representatives must hold management accountable for this responsibility.

After route adjustments are performed, the Postal Service must also complete a new PS Form 3999 on each adjusted route to establish that the most efficient way of delivering the mail was created during the route adjustment process. Its completion also helps determine whether an additional adjustment is required to fix any issues. This directive is outlined in the following sections of Chapter 2 of *Handbook M-39*:

243.612

After route adjustments are implemented or when travel patterns are changed on a motorized route, the delivery unit manager or designee must determine the new length of route by using the most practical means:

- a. Record the correct mileage and travel times on Form 3999.
- b. Record on Form 3999 the date and name of the individual who certified the new mileage for the route.

243.613

When route adjustments or changes are implemented, complete a new Form 3999 to reflect the current authorized route travel pattern and schedules, etc.

If, after completion of the review, the routes are found to be out of adjustment, Section 243.682 of *Handbook M-39* requires management to make further adjustments to bring the routes to as close to eight hours per day as possible. The language reads:

If the route is found to be too heavy, relief should be granted, and conversely if found to be light, work should be added. If the carrier frequently uses overtime or receives auxiliary assistance, determine if the route is in adjustment or if the carrier is not serving it efficiently, a special inspection may be in order.

It is management's responsibility to fix any issues discovered during the review process. Achieving routes in proper adjustment requires management to follow through with the entire route count and inspection process, which includes an evaluation of the adjustments implemented. The goal of every route adjustment is clearly defined in Section 242.122 of *Handbook M-39*, which reads:

The proper adjustment of carrier routes means an equitable and feasible division of the work among all of the carrier routes assigned to the office. All regular routes should consist of as nearly 8 hours daily work as possible.

Too often, workroom floors are left in disarray as a result of a bad route adjustment causing unnecessary forced overtime, a decline in customer service and a poor labor/management climate. If, after a route count and inspection, your office is left with routes out of adjustment, then we should require management to "fix what it broke."

All letter carriers should be aware of one simple fact: Any adjustment must be reviewed. Letter carriers should always keep accurate information about any auxiliary assistance provided to them, copies of any PS Forms 3996 submitted and records of any instructions to clock to any code other than the ones normally used for their route. Remember, any day could play a role in the evaluation of a letter carrier's route, and just because a route adjustment has been implemented, it doesn't mean the review, evaluation and adjustment process is over.

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Supervisors performing bargaining-unit work

Article 1, Section 6 of the National Agreement prohibits supervisors from performing any bargaining-unit work except in very limited circumstances. Section 6.A states:

Section 6. Performance of Bargaining Unit Work

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

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

The USPS/NALC *Joint Contract Administration Manual (JCAM)*, which explains the national parties' agreed-upon interpretation of the National Agreement, states (in part) the following on page 1-5 in regard to the above provisions:

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

An acting supervisor (204b) may not be used in lieu of a bargaining unit employee for the purpose of bargaining unit overtime. An employee detailed to an acting supervisory position will not perform bargaining unit overtime immediately prior to or immediately after such detail on the day he/she was in a 204b status unless all available bargaining unit employees are utilized. However, an employee may work bargaining unit overtime, otherwise consistent with the provisions of Article 8, on the day before or the day after a 204b detail (Step 4, HoN-5R-C 13315, August 30, 1993, M-01177).

An emergency is defined in Article 3.F as 'an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.'

Article 1, Section 6.B addresses supervisors performing bargaining-unit work in offices with fewer than 100 bargaining-unit employees, and reads as follows:

B. In offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6.A.1 through 5 above or when the duties are included in the supervisor's position description.

Branches that wish to determine whether a post office has 100 or more bargaining-unit employees should contact the NALC national business agent for their region.

The Step 4 settlement M-00021 provides that, except in accordance with Article 1, Section 6 of the National Agree-

ment, an employee in a 204B status as a supervisor shall not perform bargaining-unit work while he or she is in the a 204B status. Form 1723, Assignment Order, is the controlling document to be used in determining when the employee is in a 204B status. Furthermore, the Step 4 Settlement M-00755 reads that "in accordance with Article 41, Section 1.A.2, of the National Agreement, Form 1723 'shall be provided to the union at the local level showing the beginning and ending times of the detail.' Such copies of Form 1723 should be provided to the union in advance of the detail or modification thereto."

Other Step 4 decisions related to Article 1.6.A and B of the National Agreement are:

- **M-00336** states that the Postal Service reaffirms its intent that supervisors will do as little bargaining-unit work as possible and that such work will be performed only under the strict limitations of Article 1, Section 6.
- **M-00202** provides that the changing of collection box labels should be performed by bargaining-unit employees and that supervisors will refrain from performing bargaining-unit work except as specifically provided for in Article 1.6 of the National Agreement.
- **M-00832** and **M-00974** provides that, where the phrase "distribution tasks" or "may personally perform non-supervisory tasks" is found in a supervisor's job description, this does not include casing mail into letter carrier cases. "The provisions for distributing mail, as contained in a supervisor's position description, refer to clerk duties and not the routing of mail into a carrier case."
- **M-00870** provides that the general delivery and pick-up of Express Mail is bargaining-unit work.
- **M-00205** provides that the supervisor had been instructed to discontinue placing the mail in question on the carriers' ledge.
- **M-00540** states that, except in an emergency, a supervisor should not transport a member to his or her route.

The appropriate remedy for a grievance alleging a violation of the above provisions would be to pay the employee(s), whom management should otherwise have assigned the work, for all the time the supervisor or 204B spent performing bargaining-unit work. The remedy should be calculated at what would have been the applicable pay rate had the employee(s) been able to perform the work, even if it results in overtime or penalty overtime.

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Proper recording of auxiliary assistance and labor distribution codes

In its accounting system, the Postal Service uses various labor distribution codes (LDCs) to identify employee duty assignments and to associate the many work functions to the proper operation. On May 10, NALC received notification from the Postal Service of a recently developed document entitled “Guidelines for the Use of LDC 23 and LDC 24.” These guidelines made some changes to the LDCs used in the city letter carrier craft and clarified the proper use of these codes.

Prior to these changes, the following LDCs were used to differentiate among city letter carrier craft functions:

- LDC 21—office time.
- LDC 22—street time.
- LDC 23—time not directly attributed to office or street time.

As the Postal Service states in the guidelines, the use of LDC 23 has often been used by USPS managers as a catchall LDC for any time that could not be directly attributed to office, street or collection hours. When quantities of time could not be assigned to other functional LDCs, or when units did not want to attribute the hours to LDC 21 (office time) or LDC 22 (street time), the hours were assigned to LDC 23, which is known as “Other City Delivery” hours.

Proper recording of work hours is very important for a few reasons. First, it allows the Postal Service to determine the true costs of the delivery of the various items assigned to routes. Second, it accounts for the time spent casing and delivering the route so that letter carriers are properly credited for the work associated to their assignment, even when they are receiving auxiliary assistance. This is especially important during route evaluations and adjustments because improper crediting of time could have a major impact on the route’s evaluation. If a route receives auxiliary assistance and this time is coded under the wrong LDC, the data will not reflect a true representation of the time worked on the route, therefore resulting in a negative effect on the evaluation.

Although LDCs 21 and 22 have remained unchanged, the guidelines clarify that LDC 23 should only be used for time spent actually delivering a dedicated parcel post route, time spent performing the duties of a relay route or combination route, or time spent by a letter carrier transporting mail from one office to another. This code should also be used when a carrier is delivering Priority Mail Express.

LDC 23 should never be used when a route is receiving auxiliary assistance via parcel help, even if the assistance is being provided by a carrier who normally performs the duties of a parcel post route. The guidelines state:

Parcel Post

Time spent on Office functions by bid carriers or their replacements on routes designated as Parcel Post Routes should be transferred to Operation Number 7340 in LDC 23. Time spent loading and delivering the parcels on these routes should be attributed to Operation Number 7330 in LDC 23.

Auxiliary assistance given to city delivery routes by dedicated Parcel Post routes, even if the assistance given was to relieve the route by delivering parcels, is not part of LDC 23. That assistance is still part of the carrier’s Street Time and is part of the carrier’s route time. It must, therefore, be attributed to LDC 22.

The same goes for any other carrier who is providing auxiliary assistance to a route by delivering parcels. The letter carrier providing this assistance should record this time on LDC 22. This is important so that the time spent delivering these parcels is properly recorded.

“If a route receives auxiliary assistance and this time is coded under the wrong LDC, the data will not reflect a true representation of the time worked on the route, therefore resulting in a negative effect on the evaluation.”

While there is a relationship between LDCs and operation codes that are entered into the Time and Attendance Control System (TACS) on the badge reader, it is important not to confuse the two. When a carrier enters an operation number into the reader and swipes their badge, the TACS code entered determines which LDC the work will be assigned to.

For example, if a carrier on a residential motorized route needs auxiliary assistance and management has another carrier deliver parcels to provide that assistance, the carrier providing the assistance clocks to TACS operation code 721 on that route. Their time would
(continued on next page)

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Proper recording of auxiliary assistance and LDCs (continued)

then be coded under LDC 22, which is the correct code and means the time spent by the carrier providing assistance would be credited to the correct route. However, if the carrier providing assistance clocks to, or is moved

by management to, a TACS code that is covered under LDC 23 or LDC 24, the time would not be credited to the correct route.

In addition to clarifying how LDC 22 and LDC 23 should

be used, the Postal Service also created LDC 24 to be used to track the work performed during Sunday parcel delivery and Fresh grocery delivery. The TACS codes associated with LDC 24 are 723 for Sunday parcel street time, 724 for Sunday parcel office time, 725 for Fresh street time, and 726 for Fresh office time. These codes should only be used when carriers are engaged in these duties.

LDC	Operation Number	Description
21	354	Standby-Delivery Service
21	613	Stewards-Carriers
21	622	Travel-Delivery Services
21	632	Meeting Time-Delivery Services
21	714	VIM Route-Office
21	716	2-Trip Business-Office
21	718	1-Trip Business-Office
21	720	Residential Foot-Office
21	722	Residential Motor-Office
21	724	2-Trip Mixed Foot-Office
21	726	2-Trip Mixed Motor-Office
21	728	1-Trip Mixed Foot-Office
21	730	1-Trip Mixed Motor-Office
21	744	PM – Carrier Office Time

LDC	Operation Number	Description
22	715	2-Trip Business-Street
22	717	1-Trip Business-Street
22	719	Residential Foot-Street
22	721	Residential Motor-Street
22	723	2-Trip Mixed Foot-Street
22	725	2-Trip Mixed Motor-Street
22	727	1-Trip Mixed Foot-Street
22	729	1-Trip Mixed Motor-Street

LDC	Operation Number	Description
23	733	Parcel Post-Street
23	734	Parcel Post-Office
23	735	Relay-Street
23	736	Relay-Office
23	737	Combination-Street
23	738	Combination-Office
23	739	Carrier Drivers-Street
23	740	Carrier Drivers-Office
23	767	Express Mail Delivery

LDC	Operation Number	Description
24	723	Sunday Parcel-Street
24	724	Sunday Parcel-Office
24	725	Fresh-Street
24	726	Fresh Office

The table at left lists each operation number to which letter carriers should be clocked to when performing the corresponding duties described for each.

If a route is being provided street auxiliary assistance to deliver parcels, shop stewards should ensure that this time is being coded properly under LDC 22 and not another code, such as Sunday Parcel delivery or Parcel Post. Contract enforcers should remain diligent at monitoring these codes.

“Guidelines for the Use of LDC 23 and LDC 24” has been placed in NALC’s Materials Reference System (MRS) on the NALC website. The document, labeled M-01885, can be found at nalc.org/mrs.

Subject items NALC and USPS can negotiate locally

Now that the 2016-2019 National Agreement between NALC and USPS has been ratified by the membership, local negotiations between NALC branches and USPS installations are set to begin Oct. 16 and will continue for 30 days, ending on Nov. 14. This round of local negotiations will be different from any in recent history, due to the changes in the memorandum of understanding (MOU) Re: City Carrier Assistant (CCA Annual Leave). This MOU, incorporated into our recently ratified National Agreement, is a significant change from what we had in our last national contract. The new and improved MOU sets a clear path for CCAs to have annual leave planning rights, but these rights must be negotiated during local negotiations this fall.

For those letter carriers who are not familiar with local negotiations, most of letter carriers' contractual rights and benefits are negotiated at the national level; however, some subjects have been left to the local parties to work out according to their own preferences and particular circumstances. These rights and benefits are incorporated into what is commonly referred to as the local agreement or local memorandum of understanding (LMOU).

Article 30 of the National Agreement lists 22 subject items the parties negotiate locally. Both management and the union are obligated to bargain over each of the items. This means that if one party raises one of these items in negotiations, the other must negotiate over it in good faith. 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 2016 National Agreement. The following 22 items are specified in Article 30, Section B, 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, military leave, FMLA leave, and posting of leave schedules.

5. The duration of the choice vacation period(s). Some LMOUs have year-round choice vacation periods and no non-choice vacation periods. Other LMOUs have Memorial Day to Labor Day for the choice vacation period and the rest of the year as a non-choice vacation period. Many LMOUs have something in between these two examples.

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.

“Both management and the union are obligated to bargain over each of the 22 subject items listed in Article 30.”

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 national or state conventions shall be charged to the choice vacation period. The local parties negotiate whether an employee's attendance 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. Local NALC representatives should decide whether to negotiate a percentage formula or an absolute number. What may be likely to happen to the size of the

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Subject items NALC and USPS can negotiate locally (continued)

workforce in the individual post office in which the LMOU is being negotiated should first be considered. If the size of the workforce is on the decline, then negotiating an absolute number will probably be advantageous. If, however, the workforce is expanding, then a percentage formula will be to the workforce's advantage.

10. The issuance of official notices to each employee of the vacation schedule approved for each employee. It is recommended that local NALC representatives negotiate language requiring the Postal Service to give each employee a copy of Form 3971 approving their 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 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 this period.

13. The method of selecting employees to work on a holiday. This simply 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. Some branches identify the individual sections by number or name in the LMOU.

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 make an assessment of 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 so as to minimize the impact of these assignments on the regular workforce, local NALC representatives might attempt to negotiate that management reduce the hours of the non-career workforce 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. Some branches separate their installations into sections by *station*, while other branches separate their installations into sections by *zone*.

19. The assignment of employee parking spaces. The intent of this item is for the parties to negotiate about 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 an LMOU that best serves the needs of members as a whole can be a very challenging task for local NALC representatives. To help NALC branch officers have the best chance of achieving such an LMOU, the NALC Contract Administration Unit has updated the *NALC 2017 Local Negotiations* guide and has provided it to the NBA offices for distribution to the branches.

Changes to Article 8

The recently ratified 2016-2019 National Agreement contains several changes from previous contracts. When bargaining such changes, NALC is guided by resolutions passed by the delegates at our biennial national conventions and by results of testing various concepts recommended by task forces established in previous National Agreements. Bargaining is also driven by the knowledge and experience of bargaining committee members, who are tasked with identifying how contractual language could be improved to best represent our membership as a whole.

In this Contract Talk, the changes to Article 8 will be explained, as well as the bargaining history of how each came to be.

The Jan. 10, 2013, Das interest arbitration award established a task force to identify ways to simplify Article 8 rules, with the goal of finding ways to reduce disputes. On June 3, 2013, members of the Article 8 Task Force reached agreement (M-01820) on testing a simpler way of determining equitable overtime distribution. This test began on Oct. 1 of that year and was scheduled to continue for one year in 22 districts across the country. During the test, M-01820 established, in part, the following:

- All overtime worked and opportunities offered to employees on the overtime desired list, regardless of whether the overtime/opportunity was on or off the employee's own route, will count when determining overtime equitability for the quarter.
- A cumulative total of overtime hours worked and overtime opportunities offered to each overtime desired list employee during the quarter will be posted each week.
- There will be only two overtime lists, the overtime desired list (there will be no 10 or 12 hour preference) and the work assignment list.
- Only overtime hours worked or offered in excess of eight hours on a day covered by a holiday schedule count towards equitability.

During the testing of the above provisions, NALC surveyed the test sites to see if it was working. As a result of positive feedback from those involved, through agreement of the task force, the test was extended three times, finally ending on June 31, 2015.

As a result of the testing described above, NALC and USPS agreed to incorporate all but one aspect of the test into the 2016-2019 National Agreement. The following new language can now be found in Article 8.5.C.2:

e. All overtime hours worked by, and all opportunities offered to, employees on the "Overtime Desired" list, regardless of whether the overtime/opportunity is on or off the employee's own route, will be considered and counted when determining quarterly equitability.

f. Only overtime hours worked or opportunities offered beyond eight hours on a holiday or designated holiday will be considered and counted when determining equitability.

This is a significant change, because previously, overtime worked on a letter carrier's own route on a regularly scheduled day was not counted or considered in determining whether overtime was equitably distributed among carriers on the list. Now, "an hour is an hour" and all overtime hours worked are counted toward equitability. Additionally, it was agreed to change Article 8.5.2.c to require that overtime hours worked and opportunities offered to ODL letter carriers will be posted and updated weekly. Previously, management was only required to post and update this information quarterly.

On Aug. 28, the national parties agreed in MOU Re: Article 8.5.C.2 Overtime Assignments (Revised Language), M-01886, that, absent an agreement at the local level to apply the provisions listed above prior to Oct. 1, the new language will be effective on Oct. 1.

While conducting the test described above, the national parties also agreed on Dec. 4, 2013, to MOU Re: Signing Overtime Lists (M-01828) which reads, in part:

The installation head and branch president or their designees may mutually elect to develop a process that allows employees who transfer from another installation or are converted to full-time following the sign-up period to place their names on either the overtime desired list or work assignment list.

This concept worked well and was extended by a series of subsequent MOUs through the effective date of the 2016 collective-bargaining agreement, and this MOU was ultimately permanently incorporated into the 2016-2019 National Agreement. In addition to the above language, the MOU also states:

Local procedures agreed upon pursuant to the terms of the December 4, 2013, March 31, 2014, April 1, 2015, or May 20, 2016, Memoranda of Understanding Re: Signing Overtime Lists will remain in effect and may only be modified by mutual agreement of the local parties or through the local implementation process.

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

The 2016-2019 National Agreement contains provisions ensuring the existence of the Article 8 Task Force, which will continue to look for ways to develop and evaluate improvements to the overtime process.

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National-level arbitration update: the hiring ratio case



**Lew
Drass**

I will use my space this month to discuss one of the pending national issues that we are working toward resolving. If you were one of the first former transitional employees (TEs) converted to career status in your current or former installation, you should read this article carefully, as it may concern you. As you read this, you should also understand that if you are affected by this situation, any benefit you may receive from what is explained below is separate from, and *in addition to*, any benefits you will receive in the 2016-2019 National Agreement.

The case is Q11N-4Q-C-13212958. USPS brought this case to the national level on June 7, 2013. The issue as framed by the USPS is “*whether the*

Postal Service is required, notwithstanding the conversion ratio under Article 7.3.A, to convert a City Carrier Assistant (CCA) to full-time career status under the following circumstances: A residual vacancy exists in an installation that is not under Article 12 withholding, there are no available part-time flexible, full-time unassigned regular, or full-time flexible city letter carriers in the installation, and the installation employs CCAs?”

This case really began when the Das award was issued on Jan. 10, 2013. This is where the employee classification of CCA was born. The Das award required USPS to give TEs an opportunity to become CCAs. The catch was that TEs had to take the postal exam along with the general public and score high enough to be hired consistent with their test results and legal requirements.

The process of seeing that all the former TEs who wanted to become CCAs were permitted to take the postal exam proved to be quite a task. Many TEs had computer problems when trying to register, trouble taking/passing the pre-test, or even finding a reasonable location to take the postal exam.

In response, we negotiated an agreement that was signed on Jan. 29, 2013 (M-01799) with USPS that ensured that TEs would begin to be paid for the time they spent traveling to the testing location and taking the test. Despite this agreement, these problems continued through February and on into March of 2013.

At that time, we had an interest in delaying CCA conversions to career status until our former TEs who wanted to become CCAs were actually hired. We still had thousands of PTFs to convert and a number of full-time carriers who had been denied the opportunity to transfer for a long time due to withholding. On March 19, 2013, President Rolando signed a short-term memorandum of understanding (MOU) Re: Part

Time Flexible Opportunities (M-01808). This MOU was designed to allow PTFs the opportunity to move from one city to another to be converted to full-time status and regular letter carriers to transfer and maintain their full-time status while we waited for the CCA hiring process to be completed. This agreement was set to expire on April 10. However, the CCA hiring process was still not completed by then, so we continued the MOU until May 10, and then a third time until May 24, 2013.

That was it. Those who had been waiting to transfer, and PTFs who wanted to go to a different city so they could convert to full-time status, had an opportunity to do so. We developed grievance starters for the delay in converting CCAs to career status after May 24, 2013, and distributed them to branches through the national business agent offices.

Affected branches began to file grievances to get CCAs converted to career status. Once again, USPS brought this issue to the national level on June 7, 2013, and framed the issue as referenced above.

The number of grievances held for this dispute grew to around 400 that summer. Meanwhile, we continued to negotiate with USPS for a process to fill the residual vacancies that existed at the time. On Aug. 30, 2013, the MOU Re: Residual Vacancies – City Letter Carrier Craft (M-01824) was signed. This MOU was designed to balance facilitating transfers and converting PTFs with promoting CCAs to career status and is reprinted in its entirety at the end of this article. M-01824 evolved through time with a series of MOUs (M-01834, M-01856 and M-01876). These MOUs have resulted in 48,700 CCA conversions to career status and a reduction in the number of PTFs around the country from more than 12,000 to 425 since the Das award was issued on Jan. 10, 2013. The number of PTFs has already grown as a result of our new contract.

The MOU Re: Full-time Regular Opportunities – City Letter Carrier Craft is now part of the 2016-2019 National Agreement. Please note that PTF positions created as a result of our new contract are not eligible to transfer in accordance with Paragraph 2 of this MOU. The provisions of Paragraph 2 only apply to the 425 PTFs who were not converted under the Das award. New PTFs created by our new contract are eligible to transfer under Paragraph 3 (just like anyone else).

All this is great, but what about those 400 grievances being held for this dispute? We have agreed on terms for a settlement that will apply to each of the grievances held for this dispute. The principles of this settlement are really pretty simple. We have agreed to function as if we had signed the MOU Re: Residual Vacancies – City Letter Carrier Craft (M-01824) on May 24, 2013, instead of on Aug. 30, 2013, when this MOU was actually signed.

If M-01824 had been signed on May 24, 2013, there would have been a 21-day national posting of all residual vacan-

(continued on next page)

National-level arbitration update: the hiring ratio case (continued)

cies in the country from June 1 to June 21, 2013. The first day of the third pay period from June 21, 2013, is July 27, 2013. Additionally, under the terms of M-01824, career letter carrier transfers would have been taken before CCA conversions were made. Therefore, any of the residual vacancies at issue that were filled with a letter carrier transfer will be excluded from this settlement. For instance, if a grievance involved one residual vacancy and it was filled with a letter carrier transfer, there is no remedy due. On the other hand, if a grievance involved 10 residual vacancies and two of them were filled with letter carrier transfers, there may be up to eight letter carriers affected by this settlement.

With that understanding, this settlement applies to more than 1,000 letter carriers who meet the following criteria:

- There is a grievance from your city being held for this dispute.
- You were one of the first CCAs converted to full-time career status in your city as a result of a residual vacancy that existed prior to Aug. 30, 2013.
- You are still working in the City Delivery Letter Carrier Craft.

If you meet all of the criteria referenced above, you may be a letter carrier who is affected. Here is what that means:

Each affected letter carrier will have their conversion to full-time career status made retroactive to July 27, 2013. The impact these retroactive conversions will have will vary for each person, based on when you were actually converted to full-time career status. The majority affected were converted to full-time career status on Nov. 2, 2013. However, there are also many who did not get converted until sometime in 2014. The remedy due stretches from whenever you were converted back to July 27, 2013, and includes:

- Seniority credit back to July 27, 2013 (unless you went into management, another craft or left USPS and came back to the city letter carrier craft).
- The difference in pay back to July 27, 2013, applied to all hours worked.
- Credit for step increases back to July 27, 2013. (This will result in all of you reaching top pay sooner. Some of you will move to the next step in the pay scale. For others, it will cause your next step increase to come sooner.)
- Pay for up to eight hours for any day you worked less than eight hours back to July 27, 2013.
- 25 percent premium pay for every Sunday you worked back to July 27, 2013.
- Retirement credit back to July 27, 2013.
- Minimum contributions from USPS to your TSP account back to July 27, 2013.
- Four hours of sick leave added to your balance each pay period back to July 27, 2013.
- Annual leave hours added to your balance each pay period back to July 27, 2013. (There is a trade-off here.)

- Paid holidays back to July 27, 2013.

Those affected letter carriers who were originally converted to full-time career status after Jan. 1, 2014, will enjoy an additional benefit that is quite significant.

On Jan. 1, 2014, the law changed regarding the amount federal employees are required to contribute toward their retirement. Letter carriers converted to career status after Jan. 1, 2014, pay 4.4 percent of their basic salary (excluding overtime) toward their retirement contribution. Letter carriers converted to career status before Jan. 1, 2014, pay 3.1 percent of their basic salary (excluding overtime) toward their retirement contribution. This will result in a raise of 1.3 percent for those of you who have their conversion to career status changed from sometime in 2014 to July 27, 2013. This raise will continue throughout your career unless the law changes again.

There are two negative aspects for those affected by this settlement. They are:

1. Most of you will receive a letter that says you will have to pay back some of the money from the terminal annual leave check you received when you converted from CCA to career status. The amount you will owe will vary based on the timing of your five-day break and conversion to career status. The good news is that whatever you owe as a result of this situation should be offset by the holiday pay you are owed. The end result should be that you are credited with annual leave hours that are worth more money than they were when you were paid for them at no out-of-pocket cost to you.
2. USPS Shared Services has to rebuild your employment history from the present back to July 27, 2013. This means that every PS Form 50 generated for you since that time has to be adjusted going backward for you to receive all of the benefits listed above. It turns out that USPS Shared Services has a limit of adjusting six Form 50s in any one pay period. Unfortunately, the process for most of you cannot be completed in one period due to the amount of time that has transpired. The result of this is that you will be paid less than you should be per hour for a few pay periods. Most of you have between 12 and 18 Form 50s to correct, so the reduction in pay may persist for two to three pay periods. You may also see your leave balances reduced during this employment history rebuilding period. Once your Form 50s are corrected back to July 27, 2013, your pay and leave balances will correct themselves. At that point, some of you will enjoy a step increase (raise) while others will return to where you are now. Management will then make any necessary pay adjustments as a result of this settlement via PS Forms 2240. Once the process is completed, you will receive a pay adjustment for every nickel you are owed from the temporary reduction in pay plus everything you are due as a result of all the benefits referenced above at one time as a pay adjustment in your paycheck.

National-level arbitration update: the hiring ratio case (continued)

Memorandum of Understanding (MOU) Re: Residual Vacancies – City Letter Carrier Craft (M-01824)

The following is in lieu of a normal Contract Talk section of this month's Postal Record and should be read in conjunction with my column from the previous pages.

As promised, the Memorandum of Understanding (MOU) Re: Residual Vacancies – City Letter Carrier Craft (M-01824) is reprinted in its entirety. Please take note that this MOU (M-01824) is no longer in effect. The purpose of printing this expired agreement is to try to help you better understand the terms of settlement for national level case number Q11N-4Q-C-13212958.

Once again, USPS brought this case to the national level on June 7, 2013. The issue as framed by the USPS is “*whether the Postal Service is required, notwithstanding the conversion ratio under Article 7.3.A, to convert a City Carrier Assistant (CCA) to full-time career status under the following circumstances: A residual vacancy exists in an installation that is not under Article 12 withholding, there are no available part-time flexible, full-time unassigned regular, or full-time flexible city letter carriers in the installation, and the installation employs CCAs?*”

M-01824 was in effect from Aug. 30, 2013, to March 31, 2014, and stated:

Re: Residual Vacancies - City Letter Carrier Craft

The parties agree to use the following procedures during the term of this agreement to facilitate filling residual full-time regular city letter carrier duty assignments (referenced in Article 7.3.A of the 2011 collective bargaining agreement):

Residual city letter carrier assignments covered by this agreement (which are not subject to a proper withholding order pursuant to Article 12 of the collective bargaining agreement) will be filled in the following order:

1. Within 28 days of an assignment becoming residual (or for current residual vacancies no later than the first day of the third full pay period after the effective date of this agreement) the assignment will be filled by: a) assignment of an unassigned full-time regular or full-time flexible city letter carrier in the same installation and then, b) conversion to full-time status of a part-time flexible city letter carrier in the same installation as the residual vacancy, pursuant to Article 41.2.B.6(b) of the National Agreement.

2. Residual vacancies that cannot be filled through step 1 will be posted in eReassign for a 21 day period during the next available posting cycle (in installations with no available part-time flexible or unassigned/full-time flexible employees the residual vacancies will be posted in eReassign for a 21 day period during the first available posting cycle after the effective date of this agreement). Application for these vacancies will be accepted only from career city letter carriers. Consideration will be given based on the order the applications are received and will include reassignment requests already pending in eReassign as of the date of this agreement. Requests from part-time flexible city letter carriers will be acted upon without regard to normal transfer considerations.

3. Residual vacancies that remain after step 2 will be filled by acceptance and placement of voluntary reassignment (transfer) requests from other crafts from within the installation or through eReassign, and conversion of city carrier assistants to full-time career status in the same installation as the residual vacancies. Reassignments from other crafts will be made consistent with the terms of the Memorandum of Understanding, Re: Transfers. The number of reassignments granted to employees from other crafts is limited to the one in four or one in six rule as defined in the Memorandum of Understanding, Re: Transfers, as applicable. Conversion of city carrier assistants to full-time career status will take place no later than the first day of the third full pay period after either the close of the posting cycle or, when an employee is being considered for transfer, the date the employee or employer rejects the offer/request.

Part-time flexible city letter carriers who elect reassignment to another installation through this agreement will receive retreat rights back to their original installation. Retreat rights will be offered to the first residual vacancy in the original installation that occurs when there are no part-time flexible city letter carriers on the rolls of the original installation. City letter carriers who exercise retreat rights will have their craft seniority restored, augmented by time worked in the other facility, upon return to the original installation. Failure to accept retreat rights ends the opportunity to retreat back to the original installation.

During the term of this agreement no reassignments in the city letter carrier craft will be made within or between installations or from other crafts, unless the reassignment is made based on a mutual exchange, through the Article 12 involuntary reassignment process, or pursuant to this agreement.

City letter carriers accepting a voluntary reassignment under this agreement will begin a new period of craft seniority in the gaining installation.

Employees moving between installations pursuant to the terms of this agreement are solely responsible for any and all costs related to relocation.

The union will be provided a list of all residual vacancies posted in eReassign each posting cycle....”

The balance of converting PTFs to full-time status, accepting career transfers, and converting CCAs to career status to fill residual vacancies that was first established with M-01824 evolved through time with a series of MOUs entitled Re: Full-time Regular Opportunities – City Letter Carrier Craft (M-01834, M-01856 and M-01876). The latest MOU on this issue is entitled Re: Residual Vacancies – City Letter Carrier Craft and is now part of the 2016-2019 National Agreement.

I want to take this opportunity to apologize for the inconvenience and/or hardship the temporary reduction may cause you, but I feel good in reporting that the final outcome will be a great benefit to every letter carrier who is affected by these settlements.

I also wish all of you and your families a happy Thanksgiving!

Common questions and answers about the Employee Assistance Program

Article 35 of the National Agreement, titled “Employee Assistance Program” (EAP), provides that:

The Employer and the Union express strong support for programs of self-help. The Employer shall provide and maintain a program which shall encompass the education, identification, referral, guidance and follow-up of those employees afflicted by the disease of alcoholism and/or drug abuse. When an employee is referred to the EAP by the Employer, the EAP staff will have a reasonable period of time to evaluate the employee’s progress in the program. This program of labor-management cooperation shall support the continuation of the EAP for alcohol, drug abuse, and other family and/or personal problems at the current level.

Some common questions and answers regarding this program are as follows:

Are my family members entitled to EAP assistance?

Section 941 of the *Employee and Labor Relations Manual (ELM)* explains EAP’s general purpose as:

The Employee Assistance Program (EAP) is a formal, voluntary, non-disciplinary program designed to assist employees **and their immediate families** in their efforts to resolve personal issues that may impact adversely on work performance, personal well-being, or both. Issues may include, but are not limited to:

- a. Substance abuse;
- b. Mental health issues such as depression, anxiety, and stress; and
- c. Issues that involve family, marital, financial, and legal concerns.

Assistance is provided through:

- a. Consultation;
- b. Evaluation, counseling; and
- c. Referral to community resources and treatment facilities.

(Emphasis added.)

Who can refer an employee to EAP for evaluation?

In addition to certain situations when supervisors or managers refer employees to EAP, Section 942.222 of the *ELM* provides:

Fellow employees, union representatives, management association representatives, medical personnel, family members, or judicial and social service agencies may refer employees to the EAP. However, if any of these suggest or recommend that the employee seek EAP assistance, participation is always voluntary.

Additionally, an employee who feels the need can also refer themselves, as per Section 942.223 of the *ELM*, which states:

Employees who want help with any personal problem or concern are encouraged to seek assistance directly by personally contacting the EAP.

Should I be concerned about my privacy if I participate in EAP?

Section 944 of the *ELM*, titled “EAP Counseling Records,” identifies the Public Health Service Act of 1944, the Privacy

Act of 1974 and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 as laws that protect the confidentiality of your restricted information, *with extremely limited exceptions*, as identified in *ELM*, Section 944.

Does an employee have the right to visit EAP on the clock?

Section 941.35 of the *ELM* provides that:

a. An employee’s first visit to EAP is on the clock, whether the visit is initiated by management, the union representative, or the employee (unless the employee prefers to visit the EAP unit on his or her own time).

b. Subsequent consultations are on the employee’s own time.

c. If a reasonable period of time has elapsed since a management referral or a previously disclosed self-referral, the manager or supervisor may, on a case-by-case basis, approve an additional on-the-clock session.

d. To receive pay for an on-the-clock session, the employee must authorize the EAP provider to disclose his or her attendance to management.

How can EAP help me with my problem?

Section 942.23 of the *ELM* identifies the evaluation process as:

EAP counseling staff provides assessment services and arranges counseling for employees or family members or refers them to appropriate treatment resources.

For additional information on EAP services, please see the April 2015 *Postal Record* article (pages 10-12) highlighting the benefits of EAP as we deal with life’s struggles. If you do not have a printed copy of that month’s *Postal Record*, it can be found at nalc.org.

EAP is a bargained benefit that NALC strongly encourages you and your family to use. Accessing EAP services can be done by phone or the internet. If you have any questions about the services, make the call to EAP or go to the EAP website at right to review the volumes of helpful information.

Make the Call!

USPS Employee Assistance Program

1-800-327-4968

(1-800-EAP-4-YOU) TTY: 1-877-492-7341

www.EAP4YOU.com



Contract Administration Unit

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