

**Contract Administration Unit**

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# Withholding and excessing

**A**rticle 12 of the National Agreement gives management the right and responsibility to withhold full and part-time positions for employees who may be involuntarily reassigned due to the need to reduce employees in a craft or installation.

Recently the Postal Service has begun notifying several national business agent (NBA) offices of its intent to withhold letter carrier craft positions. These withholding notices are due to management's anticipated excessing of clerk and maintenance craft employees.

Involuntary reassignments of this nature, referred to as excessing events, can occur for a variety of reasons, such as route adjustments; automation, as in the case of delivery point sequencing (DPS) and flat sequencing system (FSS) implementation; facility closures and consolidations; and declining mail volumes.

Excessing may occur from one craft to another within the same installation, from one installation to another within the same craft, or from one craft to another in a different installation. Excessing also may occur from one section to another within the same installation if the local memorandum of understanding (LMOU) identifies separate sections for excessing purposes in accordance with Article 30.B.18.

When determining the need to excess employees, management is required to minimize the impact on the employee being reassigned, as long as the needs of the service can be met.

Article 12.4.A states:

A primary principle in effecting reassignments will be that 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.

Article 12.5.B.2 states:

The Vice Presidents Area Operations shall give full consideration to withholding sufficient full-time and part-time flexible positions within the area for full-time and part-time flexible employees who may be involuntarily reassigned. When positions are withheld, management will periodically review the continuing need for withholding such positions and discuss with the NBA the results of such review.

This provision does not give the Postal Service the right to excess an employee based solely on the impact of the reassignment. Management must adhere to the jointly agreed-upon rules when determining where to reassign the impacted employee.

Page 12-9 of the 2014 USPS-NALC *Joint Contract Administration Manual (JCAM)* states:

This section is applicable to all excessing situations. It states the general rule, repeated in Article 12.5.B.1, that dislocation and inconvenience to employees in the regular work

force must be kept to a minimum. To accomplish this Article 12.5.C identifies the different circumstances under which excessing may occur and the correct procedures in each.

When an LMOU identifies sections for reassignments to the same craft within an installation as authorized by Article 30.B.18, the special rules provided for in Article 12.5.C.4.b apply.

When management needs to reduce the number of employees in an installation other than by attrition, the following applies:

- Management must seek to excess employees to another craft in the same installation under the provisions of Article 12.5.C.5.a(4).
- Then, management must seek to excess employees to the same craft in another installation under the provisions of Article 12.5.C.5.b(1).
- Finally, management may then seek to excess employees to another craft in another installation under the provisions of Article 12.5.C.5.b(2).

For example, it is a violation for management to excess a clerk to the carrier craft in another installation under the provisions of Article 12.5.C.5.b(2) when it could instead have excessed the clerk to a clerk craft position in another installation under the provisions of Article 12.5.C.5.b(1).

**The Postal Service does not have the right to withhold assignments indefinitely** when it determines the need to excess employees from the craft or installation. National Arbitrator Howard Gamser addressed the length of time the Postal Service may withhold positions in anticipation of an excessing event in NC-C-16340, Dec. 7, 1979 (C-05904). He concluded that a "rule of reason based on the facts and circumstances" must be applied to determine whether the length of the withholding was proper.

Under the provisions of Article 12.5.B.2, management may not withhold more positions than the anticipated number of employees who will be excessed.

Page 12-14 of *JCAM* states:

Management may not withhold more positions than are reasonably necessary to accommodate any planned excessing. Article 12.5.B.2 only authorizes management to withhold "sufficient ... positions within the area for full-time and part-time flexible employees who may be involuntarily reassigned."

Once management has withheld a sufficient number of positions to accommodate the employees being excessed, no additional positions may be withheld.

The Postal Service is required to evaluate the attrition rate of the losing craft in the installation when determining the number of positions to withhold.

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# Withholding and excessing (continued)

Management must reduce the number of withheld positions if the projected attrition rate will lessen the need to excess employees.

Page 12-14 of *JCAM* explains management's responsibilities:

Withholding positions for excessing is only justified when positions in the losing craft or installation must be reduced faster than can be accomplished through normal attrition. Projections of anticipated attrition must take into account not only local historical attrition data, but also the age composition of the employees. Installations with a high percentage of employees approaching retirement age can reasonably anticipate higher attrition than installations with younger employees. Thus, accurate projections require an examination of the local fact circumstances rather than the mere application of a national average attrition rate.

Management may not withhold carrier technician positions in order to excess employees from other crafts unless the employee has prior service in the letter carrier craft.

*JCAM*, page 12-14, states:

Management may not withhold Carrier Technician positions in anticipation of excessing employees from another craft. Article 12.5.B.9, 12.5.C.5.a(4) and 12.5.C.5.b(2) require that when employees are excessed into another craft, they must meet the minimum qualifications for the position. The minimum qualification standards for Carrier Technician positions include one year of experience as a city carrier (See Qualification Standards for Carrier Technician—Q7- 02: Occupation Code: 2310-2010). Clerks cannot meet the minimum experience requirements for Carrier Technician positions except when former letter carriers will be excessed back into the letter carrier craft.

Management may not withhold higher-level positions in order to excess employees from a lower level.

*JCAM*, page 12-15, states:

Management may not withhold letter carrier positions in anticipation of excessing employees from lower level positions. The provisions of Article 12.5.C.5.a(4) & 12.5.C.5.b(2) specifically require that when excess employees are excessed to other crafts it must be to positions in the same or lower level.

For the purposes of applying this provision, letter carrier craft assignments are equivalent to level 6 assignments in the bargaining unit crafts represented by the American Postal Workers Union and the National Postal Mail Handlers Union. This means that management may withhold letter carrier positions only to excess employees in level 6 or higher assignments.

The Postal Service is barred from excessing part-time or non-traditional full-time (NTFT) employees from other crafts into full-time letter carrier craft positions. This prohibition prevents management from withholding full-time positions in anticipa-

tion of excessing part-time and/or NTFT employees from other crafts. National Arbitrator Dennis Nolan ruled in Q06N-4Q-C12114440, Feb. 16, 2014 (C-31171) the following:

The Postal Service may not reassign into a full-time carrier position any clerk craft employee who does not meet the definition of full-time employee specified in the Postal Service's Agreement with NALC.

The Postal Service at the area level is required to meet periodically with the NBA office to discuss the positions being withheld in the letter carrier craft.

*JCAM*, page 12-15, states:

Effective with the change in the 2001 National Agreement, area management will periodically review the continuing need for withholding positions and discuss the results of such review with the National Business Agents. The issues that should be discussed include, but are not limited to:

- The excessing that has occurred and the projected future need for excessing,
- The currently effective withholding notices,
- The continuing need for withholding,
- The vacancies currently being withheld in the letter carrier craft.

## Full-time Opportunities

Currently, full-time positions in the letter carrier craft are filled in accordance with the Memorandum of Understanding Re: Full-time Opportunities—City Letter Carrier Craft, found on pages 159-162 of the 2016-2019 National Agreement. This MOU requires that management fill full-time opportunities through assignment of an unassigned full-time regular letter carrier, promotion of a part-time flexible (PTF) in the installation to full-time, acceptance of a voluntary reassignment, or conversion of a city carrier assistant (CCA) to full-time regular career status. An exception to these requirements occurs when the opportunity is subject to a proper withholding notice pursuant to Article 12. In this case, management must hold the opportunity until the withholding is lifted under the circumstances described above.

Branches should contact their NBA to determine if a grievance should be filed when they are notified that an assignment is being withheld due to an excessing event. NALC has created grievance starters to assist local branches in filing grievances challenging the Postal Service's right to withhold letter carrier positions. Local NALC representatives can contact their NBA office to obtain copies of these grievance starters and any other information the NBA may have received regarding the withholding event.

Local NALC representatives and members wanting more information regarding withholding and excessing should review *A Guide for Understanding Excessing Rules*, which is available on the NALC website at [nalc.org/workplace-issues/city-delivery/body/Excessing-Book.pdf](http://nalc.org/workplace-issues/city-delivery/body/Excessing-Book.pdf).

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# Route inspection process

In past Contract Talk articles, we have covered management's requirement to abide by Chapter 2 of *Handbook M-39, Management of Delivery Services*, and Chapter 9 of *Handbook M-41, City Delivery Carriers Duties and Responsibilities*, when conducting route counts and inspections and any subsequent adjustments. Those articles were geared to union representatives who may have to initiate grievances over violations of these provisions. The purpose of this article is to educate you on how to protect your rights during the process.

Much of the information contained in this article can be found in the *NALC Route Inspection Pocket Handbook*, updated in 2018. This handbook is available to NALC members through NBA offices and the NALC Supply Department. Contact information for the NBA office that represents each area is available on the NALC website at [nalc.org/union-administration/nalc-regions](http://nalc.org/union-administration/nalc-regions). The NALC Supply Department is open Monday through Friday from 9 a.m. to 4:30 p.m. Eastern time and can be reached by calling 202-393-4695, ext. 874.

## Before the inspection

Once you are notified that your route will be inspected, whether through a special or unit-wide inspection, you should begin preparing for the process. One of the first steps you should take is to start taking notes about your route and the delivery unit where you work. The *NALC Route Inspection Pocket Handbook* contains pages for you to use to record these notes; however, you may need to keep a separate notebook based on your route. You should continue to keep these notes throughout the entire process to ensure that you do not forget information that could assist your shop steward in the grievance process. Some questions you should ask yourself when making these notes:

- Is your route properly adjusted? Do you need overtime or auxiliary assistance on a regular basis, or do you pivot (undertime) on other routes?
- How much time does it take you to case and pull your route each day? Do not rely solely on your leave time when you work an 8-hour day. If you usually must wait for mail or parcels to be distributed, make a note of the amount of time you generally wait.
- Do you take both rest breaks on the street or is one taken in the office? Does the entire office follow the same procedure?
- How much time does it take you to deliver your route on the street? This time does not include your 30-minute lunch but should include either one or two rest breaks, depending on your answer to the question above.
- Do you have businesses closed on Saturday, affecting

the amount of time you spend delivering? Does this lead to an increase in delivery time on Monday?

- Is there any new construction on your route?
- Are there any issues that impact your line-of-travel either to and from the route or while delivering? This could include detours or train crossings.
- Do you deliver in an area with a high amount of address changes, such as a college town or vacation area?
- Do you withdraw letters and flats in the morning while casing your mail? Do you retrieve your parcels prior to leaving for the street?
- Do you complete a PS Form 3996, Carrier-Auxiliary Control when you need overtime or auxiliary assistance? Do you complete a PS Form 1571, Undelivered Mail Report, when you curtail mail in the morning or if you bring mail back in the afternoon?

## During the inspection

As the letter carrier servicing your route during the count and inspection process, you have a vital role to play in determining the outcome of any adjustments. While the Postal Service conducts the route inspection and adjustment process unilaterally, you can ensure that the data being used to adjust your route is accurate. Having accurate data will assist your shop steward in being successful if a grievance is filed over any aspect of the process.

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**“Once you are notified that your route will be inspected, whether through a special or unit-wide inspection, you should begin preparing for the process.”**

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One of the most important pieces of information gathered during the count is contained in the PS Form 1838, Carrier's Count of Mail – Letter Carrier Routes (Mngt. Summary). This form shows the mail volumes for the route during the week of inspection as well as the amount of time spent by the carrier performing other office duties.

These other duties include time spent conducting the vehicle inspection, retrieving accountable items, withdrawing mail from distribution cases, personal needs time (five minutes per route) and any other duties that do not include casing and pulling mail. For a detailed explanation of each office duty and the minimum time credited to the route, see Section 222.214.b of *Handbook M-39* and the *NALC Route Inspection Pocket Handbook*.

The data on the PS Form 1838 is taken directly from the  
*(continued on next page)*

## Route inspection process (continued)

PS Form 1838-C, Carrier's Count of Mail–Letter Carrier Routes Worksheet. This is a handwritten form completed for each route during the six days of the count and inspection. It is very important that the information on this form be accurate, and the best way to ensure that everything is recorded is for you to fill out the form. Do not agree to allow management to fill out this form.

The carrier servicing the route during the inspection completes the PS Form 1838-C each day, except for the day of inspection, which is the day an examiner will accompany the carrier on the street. Even if you are not servicing your regular route or if you do not have a regular route, you still should complete this form. A detailed explanation of the proper way to complete the PS Form 1838-C is found in Chapter 9 of *Handbook M-41* and the *NALC Route Inspection Pocket Handbook*.

Prior to the week of inspection, management is required to conduct a dry-run training with each carrier participating in the process. This training must be given within 21 days of the first day of the inspection. During this training, you will complete a sample PS Form 1838-C, which management must review for accuracy and discuss any errors. If necessary, a second practice form may be completed. This training is your opportunity to learn the proper process for filling out the form so you can ensure it is filled out correctly and the information is accurate. If management fails to conduct this training or does not answer any questions you have, record this in your notes for the shop steward.

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**“While you do not have any control over the information management enters on the form, you can still take steps to ensure that the time recorded is accurate.”**

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A second important piece of information the Postal Service will use during the inspection process is the PS Form 3999, Inspection of Letter Carrier Route. This form is completed on the day, or days if more than one, of inspection and records the street time for your route, beginning when you move to street time in the morning and ending when you move to office time in the afternoon. This form is completed by the inspector and is in either handwritten or electronic format.

While you do not have any control over the information management enters on the form, you can still take steps to ensure that the time recorded is accurate. Just as you did before the inspection, you should take notes of anything

out of the ordinary that occurs during the inspection. Management may attempt to deduct time from your street time, and good notes will help your shop steward when grieving these deductions. Some examples include the following:

- Did the examiner say that you were on management time? You should have some management time while the examiner explains the process and no other work should be performed while on management time.
- Did you have to backtrack to deliver a mis-sequenced piece of mail? Is this something you have been instructed to do by your supervisor? Management will attempt to deduct the time you spent going back to make the delivery.
- Did you have to deviate from your line of travel? What was the reason and is this something you do on a regular basis?
- Did you spend any time speaking with a customer on the route? Did the discussion pertain to Postal Service business (e.g. Customer Connect, delivery issues, etc.)?
- Did you take any comfort stops? This does not include any rest breaks taken on street time.
- Did the examiner instruct you to deliver your route contrary to the way you normally deliver? Did he or she try to speed you up or tell you to work in an unsafe manner in order to get the route finished in less time? Did he or she attempt to cut your lunch or rest break short?

### Route evaluations and adjustments

Management is required to consult with you during the evaluation and adjustment stages of the process. They must provide information showing what data was used to evaluate your route times and again once they have adjusted your route. A detailed explanation of these consultations is found in the *NALC Route Inspection Pocket Handbook*. You should keep notes of these meetings, including the people present and what was said by each person.

If your route is scheduled for a route count and inspection, you should begin preparing for the process immediately by obtaining a copy of the *NALC Route Inspection Pocket Handbook*. More information regarding the process is available on NALC's website at [nalc.org/routeadjustments](http://nalc.org/routeadjustments). You may also want to read past Contract Talk articles, which can be read at [nalc.org/workplace-issues/resources/nalc-publications](http://nalc.org/workplace-issues/resources/nalc-publications). If you have further questions, please contact your shop steward, branch officer, or NBA.

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# From CCA to PTF: Q-and-A

**D**ue to the recent settlement of national-level grievance Q16N-4Q-C-19225551, M-01906 in NALC's Materials Reference System (MRS), which concerned the Postal Service hiring city carrier assistants (CCA) above the contractual caps, many former CCAs have now been converted to career status. This settlement provided all CCAs with at least 30 months of relative standing on Feb. 15 to be converted to career status. Select postal districts identified on the attachment to M-01906 were to make conversions to career status using a lower number of months of relative standing as identified on the attachment. In accordance with the settlement, qualifying letter carriers were to be converted to career status within 60 days of the signing of the agreement on Jan. 22. It is NALC's understanding that these conversions took place on March 14.

CCAs who were employed in offices below 200 work-years, and who otherwise met the criteria above, were converted to part-time flexible (PTF) career status. This article will explain the contractual differences between PTFs and CCAs related to certain articles of the National Agreement.

PTF is a career classification that entitles letter carriers to additional compensation and benefits. These benefits include paid sick leave; annual leave carryover; employer contributions to retirement; increased employer contributions to health insurance through the Federal Employees Health Benefits Program (FEHBP); and seniority privileges.

## Q. What are PTFs?

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

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

### ARTICLE 7 EMPLOYEE CLASSIFICATIONS

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

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

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

## Q. Do PTFs have a work hour guarantee?

A. While PTFs have no weekly work hour guarantees, they maintain the daily work hour guarantees that apply to CCAs. Article 8.8.C provides the same work hour guarantees to PTFs as Article 8.8.D provides for CCAs:

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

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

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

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

### ARTICLE 6 NO LAYOFFS OR REDUCTION IN FORCE

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

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

The intent of this provision is to provide security to each career employee during his or her work lifetime. Career employees achieve protected status upon completion of six years of continuous service, which begins upon conversion to career status. To receive credit, employees must work at least one hour in at least 20 of the 26 pay periods for six consecutive years following their conversion date. Absences from duty while on paid leave, military leave, leave without pay for union business or leave due to a compensable on-the-job injury are considered work for application of this provision.

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

A. Article 8 of the National Agreement describes the work week, work hours and work schedule for letter carriers.

PTFs work a flexible schedule and most of scheduling/work hour guidelines for PTFs are similar to CCAs; however, there is one important difference, found in Section 6:

ARTICLE 8 HOURS OF WORK

Section 6. Sunday Premium Payment

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

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

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

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

A. PTFs may be required to work a split shift under certain conditions. The following rules, found on page 8-26 of the *2014 USPS-NALC Joint Contract Administration Manual (JCAM)*, determine the work or pay guarantees the employee is due:

Split Shifts: When PTF employees work a split shift or are called back, the following rules apply (Step 4, H8N-1N-C23559, Jan. 27, 1982, M-00224):

1) When a part-time flexible employee is notified prior to clocking out that he or she should return within two hours, this will be considered as a split shift and no new guarantee applies.

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

- The employee must receive the applicable guarantee of two or four hours work or pay for the first shift, and;

- The employee must be given another minimum guarantee of two hours work or pay for the second shift. This guarantee is applicable to any size office.

3) All part-time flexible employees who complete their assignment, clock out and leave the premises regardless of intervals between shifts, are guaranteed four hours of pay if called back to work. This guarantee is applicable to any

size office.

**Q. Will my pay be different as a PTF?**

A. Upon conversion to career status, PTFs will see changes in their pay structure and new entries on their pay stub. Article 9 of the National Agreement identifies the pay structure for all city letter carriers:

ARTICLE 9 SALARIES AND WAGES

Section 1. Salary and Wage Schedules

Employees with career appointments before January 12, 2013 shall be paid and earn step increases according to the rates and waiting periods outlined in Table One. Employees appointed to career positions on or after January 12, 2013 shall be paid and earn step increases according to the rates and waiting periods outlined in Table Two.

Wages: PTFs are paid on an hourly basis and have no guaranteed annual salaries, so contractual wage increases are reflected in their hourly rates.

Step Increases: PTFs will be paid and earn step increases according to the rates and waiting periods in Table 2 of the current pay chart. The current pay chart is found on the NALC website at [nalc.org/paychart](http://nalc.org/paychart).

Cost-of-living adjustments (COLAs): Once converted to career status, PTFs become eligible for periodic COLAs as calculated in Article 9.3.D of the National Agreement.

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

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

ARTICLE 10 LEAVE

Section 2. Leave Regulations

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

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

Annual Leave: Career letter carriers earn annual leave based on their years of career service and the number of

## CCA to PTF (continued)

hours in which they are in a pay status. Annual leave accrues as follows:

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

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

PTFs need to be aware that there is a 90-day “qualifying period” when new career employees may not use paid annual leave. Even though you may have earned annual leave during your qualifying period, USPS will not authorize any paid annual leave, according to the guidelines in Section 512.313 of the *ELM*, which state:

Ninety-Day Qualifying Period.

- 1) Requirement. New employees are not credited with and may not take annual leave until they complete 90 days of continuous employment under one or more appointments without a break in service.

PTFs may accumulate and carry over unused annual leave from year to year (instead of the terminal payout at the end of a CCA appointment) up to a maximum of 55 days or 440 hours.

Sick leave: PTFs earn one hour of sick leave for each unit of 20 hours in a pay status up to 104 hours per 26 pay-period leave year. Sick leave for PTFs is not subject to the qualifying period, may be carried over from year to year, and has no maximum accumulation limit.

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

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

### **Q. Do PTFs receive holiday pay?**

A. While PTFs do not receive holiday pay per se, Article 11

of the National Agreement explains how PTFs are compensated for holidays:

#### ARTICLE 11 HOLIDAYS

##### Section 7. Holiday Part-Time Employee

A part-time flexible schedule employee shall not receive holiday pay as such. The employee shall be compensated for the ten (10) holidays by basing the employee’s regular straight time hourly rate on the employee’s annual rate divided by 2,000 hours. For work performed on December 25, a part-time flexible schedule employee shall be paid in addition to the employee’s regular straight time hourly rate, one-half (1/2) times the employee’s regular straight time hourly rate for each hour worked up to eight (8) hours.

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

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

A. Most PTFs are converted to full-time regular status in accordance with Memorandum of Understanding Re: Full-time Regular Opportunities—City Letter Carrier Craft found on pages 159-162 of the 2016-2019 National Agreement. (See Vice President Lew Drass’ article for other ways PTFs may be converted.)

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

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

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

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

Article 12.5.B.5 provides that full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another shall be given not less than 60 days advance notice, if possible.

ARTICLE 12 PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS

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

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

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

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

Whether a CCA must serve a “lock in” when he or she is converted to career status is addressed by the parties’ joint Questions and Answers 2011 USPS/NALC National Agreement, dated March 16, 2016 (M-01870 in NALC’s Materials Reference System).

QUESTIONS AND ANSWERS

2011 USPS/NALC NATIONAL AGREEMENT

29. 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.

There are specific factors that management must consider fairly when evaluating transfer requests. These factors are referred to as “normal considerations.” These normal considerations and other requirements governing voluntary transfers are contained in the Memorandum of Understanding Re: Transfers on pages 184-188 of the 2016-2019 National Agreement.

The MOU Re: Full-time Regular Opportunities – City Letter Carrier Craft allows letter carriers who were PTFs on Aug. 7, 2017, the ratification date of the 2016-2019 National Agreement, to transfer without being subject to normal transfer considerations. This provision does not apply to

PTFs achieving career status after Aug. 7, 2017.

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

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

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

Section 2. Employee’s Request for Reassignment

A. Temporary Reassignment

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

B. Permanent Reassignment

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

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

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

A. As a career PTF letter carrier, you now are entitled to participate in the Federal Employees Health Benefits Program (FEHBP). From the date you were converted, you have 60 days to enroll in a FEHBP plan. You should have received a package of information in the mail that included a brochure listing the available plans and their cost. Your right to these benefits, and to have a large portion of their cost



## CCA to PTF (continued)

paid for by the Postal Service, are covered by Article 21 of the National Agreement:

### ARTICLE 21 BENEFIT PLANS Section 1. Health Benefits

B. The bi-weekly Employer contribution for self only, self plus one, and self and family plans is adjusted to an amount equal to 76% in 2017, 74% in 2018, and 73% in 2019, of the weighted average bi-weekly premiums under the FEHBP as determined by the Office of Personnel Management. The adjustment begins on the effective date determined by the Office of Personnel Management in January 2017, January 2018, and January 2019.

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

### Q. Do I receive dental and vision insurance?

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

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

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

### Q. Do I now receive life insurance?

A. Employees converted to career status are automatically enrolled in Federal Employee Group Life Insurance (FEGLI) for basic life insurance coverage, unless this coverage is waived. Basic coverage begins the first day in a pay and duty status after conversion. USPS pays the entire cost of the basic coverage. The coverage is the annual rate of base

pay rounded up to the next \$1,000 plus \$2,000.

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

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

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

Career employees have control over their TSP. The Postal Service automatically contributes 1 percent of your base pay and will match employee contributions up to 5 percent of base pay. Although participation in TSP is voluntary, letter carriers are automatically enrolled, and 3 percent of base pay will be deducted each pay period and deposited into your TSP account, unless you elect to change or stop contributions. For more information on retirement, please visit the NALC website or contact the NALC Retirement Department at 202-393-4695.

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

A. Temporarily vacant carrier technician positions are higher-level assignments and thus are not subject to opting under the provision of Article 41.2.B. Rather, temporarily vacant carrier technician positions must be filled in accordance with Article 25, and, as a career letter carrier, you now are entitled to the provisions outlined in this article. Employees who are detailed to carrier technician positions under the provisions of Article 25.4 are entitled to higher-level pay as if promoted to the position. These provisions are outlined below:

ARTICLE 25 HIGHER LEVEL ASSIGNMENTS Section 1. Definitions

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

#### Section 2. Higher Level Pay

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

#### Section 4. Higher Level Details

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

#### **Q. Is my uniform allowance now different as a PTF?**

A. PTFs are provided a uniform allowance under Article 26 of the National Agreement. You will retain the same uniform anniversary date that you established as a CCA (90 work days or 120 calendar days, whichever came first, after your hire date). This uniform anniversary date will remain the same, provided you maintain continuous employment.

#### ARTICLE 26 UNIFORMS AND WORK CLOTHES Section 2. Annual Allowance

A. Effective May 21, 2018 the annual allowance for all eligible employees shall be increased from \$441.00 per annum to \$452.00 per annum. The increase shall become effective on the employee's anniversary date. Effective May 21, 2019 the annual allowance for all eligible employees shall be increased from \$452.00 per annum to \$464.00 per annum. The increase shall become effective on the employee's anniversary date.

B. A newly eligible employee entering the reimbursable uniform program will receive an additional credit to the employee's allowance as follows:

Effective May 21, 2017 - \$102.00 if entitled to \$441.00 per annum.

Effective May 21, 2018 - \$104.00 if entitled to \$452.00 per annum.

Effective May 21, 2019 - \$107.00 if entitled to \$464.00 per annum.

Effective May 21, 2019, the annual allowance is \$464. Those letter carriers who reach their first uniform allowance as a career employee with an anniversary date after May 21, 2019, will receive an additional \$107.

As a career employee, you will now use a USPS-issued uniform allowance purchase card (UAPC) to purchase your uniform items. The UAPC is a prepaid declining balance purchase card from Citibank. The card is funded each year on your uniform anniversary date with the proper uniform allowance for that year, and as you purchase your uniform items, the amounts are deducted from the value of the card.

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

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

#### ARTICLE 41 LETTER CARRIER CRAFT

#### Section 2.B Seniority

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

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

## CCA to PTF (continued)

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

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

#### ARTICLE 41 LETTER CARRIER CRAFT

##### Section 2.B Seniority

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

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

When a CCA or PTF letter carrier on a hold-down is converted to full-time regular and assigned to a residual vacancy pursuant to Article 41.1.A.7, the employee may voluntarily choose to end the hold-down and assume the new assignment. This is in accordance with the MOU Re: Opting Duration found on pages 222-223 of the 2016-2019 National Agreement.

### **Q. I wasn't converted to PTF, but I think I qualify. What happened? Is my relative standing date wrong?**

A. Under M-01906, CCAs in offices below 200 work-years with 30 months or more of relative standing on Feb. 15, 2020, will be converted to PTF career status in their installation. (Select postal districts, identified on the attachment to M-01906 will make conversions to career status using the applicable number of months of relative standing identified on the attachment.) Relative standing is determined by the original CCA hire date in an installation. Additionally, for those CCAs who were city letter carrier transitional employees (TEs) any time after Sept. 29, 2007, the time served as a TE less any breaks in service is added to their relative standing.

Paragraph F of the CCA General Principles found in Appendix B of the National Agreement addresses this:

f. When hired, a CCAs relative standing in an installation is determined by his/her original CCA appointment date to the installation, using Article 41.2.B.6.(a) where applicable, and adding the time served as a city letter carrier transitional employee for appointments made after September 29,

2007 in any installation.

CCA relative standing issues are further explained by the jointly developed Questions and Answers 2011 USPS/NALC National Agreement, dated March 16, 2016 (M-01870):

60. How is time credited for transitional employee employment when determining relative standing for CCAs?

All time spent on the rolls as a city letter carrier transitional employee after September 29, 2007 will be added to CCA time in an installation to determine relative standing. Breaks in transitional employee service are not included in the relative standing period.

63. For time spent as a city letter carrier transitional employee, does it matter where an individual was employed when determining relative standing?

No. All time on the rolls as a transitional employee after September 29, 2007 counts toward relative standing regardless of the installation(s) in which the transitional employee was employed.

64. Does time credited toward relative standing for time worked as a transitional employee after September 29, 2007 transfer from one installation to another once hired as a CCA?

Yes.

65. Does relative standing earned as a CCA in one installation move with a CCA who is separated and is later employed in another installation?

No.

66. How is relative standing determined for a CCA who is employed in an installation, then permanently moves to a different installation and then is subsequently reemployed in the original installation?

Relative standing in this situation is based on the date the employee is reemployed in the original installation and is augmented by time served as a city letter carrier transitional employee for appointments made after September 29, 2007 (in any installation).

If you believe that you qualify based on your relative standing and have not received notification regarding your conversion, please contact a local NALC union representative for further investigation. Local NALC union representatives who think they have members who qualify but have not been converted should contact their national business agent.

Converting to a career letter carrier position is an exciting time. Although PTFs deliver mail in the same manner as they did when they were CCAs, there are increased benefits and different rules. We hope that this Q-and-A has answered some of the questions you may have had. For further information on benefits and rights for all letter carriers, see NALC's recently revised *Letter Carrier Resource Guide* on the NALC website at [nalc.org/workplace-issues/resources](http://nalc.org/workplace-issues/resources).

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# OWCP claims for COVID-19

**L**etter carriers who develop COVID-19 while in the performance of their duties are entitled to workers' compensation coverage pursuant to the Federal Employees' Compensation Act (FECA). Exposure to COVID-19 alone does not constitute a work-related injury entitling an employee to medical treatment under the FECA. The employee must actually be diagnosed with COVID-19 to potentially be afforded coverage.

However, in addition to letter carriers who have tested positive, letter carriers who are symptomatic for COVID-19, have been working and have no history of family exposure should register and then file a CA-1 claim in ECOMP. You also should contact your installation and request a CA-16 Authorization for Examination and/or Treatment, which will pay for your first 60 days of medical bills. Letter carriers who are asymptomatic do not need to file a claim.

Given how quickly the coronavirus can develop, OWCP recommends registering in ECOMP as a good pre-emptive move for all letter carriers. You can register in ECOMP without filing a claim at [ecomp.dol.gov/#/](http://ecomp.dol.gov/#/). Instructions on how to register in ECOMP can be found at [nalc.org/workplace-issues/injured-on-the-job](http://nalc.org/workplace-issues/injured-on-the-job).

OWCP will pay for the COVID-19 test upfront (prior to accepting a case) only if a claimant was exposed to a person with a confirmed diagnosis of COVID-19 in the performance of duty. Otherwise, OWCP will pay for the test, if the case is accepted, through a reimbursement.

**The Postal Service will be expected to provide OWCP** with any information it has concerning the alleged exposure and to indicate whether it is supporting or controverting the claim. If the Postal Service supports the claim, including that the exposure occurred, and the CA-1 is filed within 30 days, you are eligible to receive Continuation of Pay for up to 45 days.

OWCP then will develop the claim and review evidence provided by you and the Postal Service concerning work-related exposure and a COVID-19 diagnosis.

Exposure to COVID-19 alone does not constitute a work-related injury. You must actually be diagnosed with COVID-19 to potentially be afforded coverage. To establish coverage, you must submit a medical report from a qualified physician reflecting a positive test result for COVID-19 based on established work-related exposure to COVID-19.

Letter carriers claiming an injury due to contact with COVID-19 must have been in the performance of duty when exposed to be covered. You have the same burden to establish the basic requirements of coverage as other injured workers and must submit medical evidence in support of an identifiable injury that occurred the performance of your letter carrier duties, and any related period of disability.

OWCP requires that letter carriers exposed to the COVID-19 virus provide a detailed statement explaining: how you were exposed to the virus, when the exposure occurred, how long and how frequently were you exposed, and where and why the exposure occurred.

You also should state whether other individuals and co-workers were exposed, and you should provide a timeline of activities for the days leading up to your exposure or the onset of your symptoms. The Postal Service will be required to provide similar documentation, such as comments from a knowledgeable supervisor on the accuracy of your statements, whether the agency concurs, and if possible, confirmation of a positive COVID-19 test result for any co-workers or customers.

If exposure to COVID-19 arose out of, and in the course of, your employment, it is generally said to have occurred in the performance of duty. The facts in your case must show that a work factor or requirement gave rise to the resulting COVID-19 diagnosis.

Letter carriers who work in an office where there has been a positive diagnosis for COVID-19 should request written acknowledgement from management. It is not necessary to name the infected worker; a letter documenting a positive diagnosis in the workplace should suffice.

**In response to the coronavirus pandemic, OWCP released FECA Bulletin 20-05: Federal Employees Contracting COVID-19 in Performance of Duty.** The bulletin gives a brief background of the Federal Employees Compensation Act and how the act applies to federal workers who contract COVID-19.

The bulletin singles out some federal employees as high-risk employees: federal employees who are required to have in-person and close-proximity interactions with the public on a frequent basis.

The bulletin refers to members of law enforcement, first responders, and front-line medical and public health personnel as high risk, which triggers special coverage finding an implicit recognition of a higher likelihood of infection related to such federal employment.

The bulletin specifically states:

OWCP DFEC recognizes that certain kinds of employment routinely present situations that may lead to infection by contact with sneezes, droplet infection, bodily secretions, and surfaces on which the COVID-19 virus may reside. Conditions such as COVID-19 more commonly represent a work hazard in health care facilities, correctional institutions, and drug treatment centers, among others. The employment-related incidence of COVID-19 appears more likely to occur among members of law enforcement, first responders, and front-line medical and public health personnel, and among those whose employment causes them to come into direct and frequent in-person and close proximity contact with the public.

## COVID-19 claims (cont.)

Employees identified as high-risk are afforded special coverage when it comes to proving exposure to COVID-19. OWCP will accept that the exposure to COVID-19 in high-risk employment was proximately caused by the nature of the employment.

In other words, if your work causes you to come into direct and frequent in-person and close-proximity contact with your co-workers or the public, you need not identify exactly where you were exposed to the virus.

While letter carriers are not specifically identified as high-risk employees, carrying mail often causes direct and frequent in-person and close proximity contact with the public. To qualify for special coverage under the FECA, letter carriers filing claims for COVID-19 will need to prove that their route constitutes high-risk exposure.

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**“The bulletin singles out some federal employees as high-risk employees: federal employees who are required to have in-person and close-proximity interactions with the public on a frequent basis.”**

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**Letter carriers continue to carry mail because we are considered essential federal employees.** The Centers for Disease Control and Prevention (CDC) has developed guidelines for social distancing necessary to contain the spread of the virus. The CDC advises essential employees to avoid social gatherings of groups with more than 10 people. The CDC also recommends that individuals stay at least six feet away from others.

While postal facilities vary in size and density, letter carriers often come within six feet of other employees throughout the day. Close proximity contact with fellow postal employees in our installations is common; consider the beginning of every shift when we line up to clock in. In some offices postal management has designated specific break times that offer few alternatives for letter carriers to congregate outside of break rooms.

Just as no two routes are the same, our exposure to our customers may vary from route to route. Letter carriers' routes may include any combinations of walking, mounted and business deliveries. In some locales, letter carriers must commute to and from the route using subways or buses.

The everyday encounters, both in the office and on the street often follow a pattern of frequent contact with co-workers and customers. To qualify as a high-risk employee, letter carriers filing COVID-19 claims will need to document the frequency of close proximity contact with co-workers or the public throughout the day.

The Postal Service has widened its response to the pandemic. The service has entered into temporary agreements with NALC, and a series of mandatory stand-ups have been issued pertaining to COVID-19.

In an effort to reduce the contact that is so common in the workplace, NALC and the Postal Service signed a memorandum of understanding implementing temporary workplace changes to promote social distancing among city letter carriers. Social distancing within each installation may differ.

**In describing your work duties, it is important to be mindful that OWCP claims examiners have little knowledge of the routine movements a city letter carrier makes every day.** You will need to educate your claims examiner by thoroughly explaining the day-to-day duties of your work. Your claims examiner will need to know the specific points of contact with co-workers and customers that occur each day.

Fortunately, Postal Service innovations such as GPS tracking and scanning provide a data-rich environment that can document the path and points of close proximity contact carriers experience every day. Office flow charts and route maps document evidence of daily travel.

To prove that you have been exposed, while delivering mail, to someone in public who is positive for COVID-19, you should submit Postal Service data including work schedules, TACS reports, RIMS and scan records that can place you in a specific place and time.

If you can identify where the exposure occurred, you should request written verification from the customer or business you had contact where a positive COVID-19 case has been documented.

**You also will need a medical report from a qualified physician reflecting that the positive COVID-19 diagnosis resulted from a work-related exposure during the performance of your duties.** You must explain the nature of your work exposure to your physician and make sure it is referenced in a medical report.

For your health and safety as well as the health of those around you, consider an appointment with your physician by videoconference or teleconference. OWCP will accept a telehealth medical report as long as it is signed by a physician. Proving that a letter carrier's work constitutes high-risk employment will require detailed documentation of the carrier's work-day corroborated by a doctor's medical report.

Due to the nature of COVID-19 research, CDC guidelines change and expand as scientists uncover new evidence on exposure and the lifecycle of the virus.

Letter carriers filing claims for COVID-19 should make every effort to reach out to branch officers or to their national business agent's office for assistance with a COVID-19 claim.

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# COVID-19 frequently asked questions

## Is management required to notify employees if a co-worker tests positive?

The Postal Service should notify employees if a co-worker tests positive; however, the Postal Service cannot share the name and/or medical condition of any employee, including one who tested positive for COVID-19. The requirement to notify employees of a positive test in a work location should have been communicated in a mandatory stand-up talk dated March 30.

## What if my office does not have proper personal protective equipment (PPE) or cleaning supplies (hand sanitizer, face covering, gloves, etc.)?

If your office lacks sufficient PPE (gloves, masks, etc.) or necessary cleaning supplies, notify your shop steward or branch president, who can communicate supply issues to the national business agent. You may also call the USPS COVID-19 Supplies Command Center at 844-773-3594, Monday through Friday from 7 a.m. to 7:30 p.m. Eastern time, to report any supply issues.

## “Employees advised to self-quarantine by a health care provider due to an underlying health condition or because of their age may utilize emergency paid sick leave as provided through the Families First Coronavirus Response Act (FFCRA).”

### Are face masks mandatory?

Although the Postal Service is not subject to local and state orders or directives to wear face coverings or masks, the Postal Service issued a stand-up talk on April 21 that requires the use of face coverings when there is a local or state face-covering order or directive in place, or when an employee who does not deal directly with the public cannot achieve or maintain social distancing in the workplace. This stand-up talk can be found on NALC’s website under the COVID-19 section.

### I have been instructed to quarantine. What are my options?

Employees advised to self-quarantine by a health care provider due to an underlying health condition or because of their age may utilize emergency paid sick leave as

provided through the Families First Coronavirus Response Act (FFCRA). Emergency paid sick leave provides up to 80 hours of paid leave for absences related to COVID-19. This leave was effective April 1, and was immediately available to all employees for certain qualifying reasons.

### How does COVID-19 leave affect my attendance record?

Leave taken under the FFCRA may not be used as the basis for disciplinary or corrective action. Other leave taken for COVID-19-related reasons between Feb. 29 and May 17 may not be cited in discipline for failing to maintain an assigned schedule under *ELM* 511.43 in accordance with the letter from USPS Vice President, Labor Relations Doug Tulino regarding liberal changes of schedule and leave (M-01914). In addition, COVID-19-related absences will not be considered when reviewing the attendance record of employees requesting reassignment pursuant to the Memorandum of Understanding (MOU) Re: Transfers contained in Article 12 of the National Agreement. The national parties agreed to this exception for any COVID-19-related absence beginning on Feb. 29, in the MOU Re: Exception to MOU Re: Transfers-COVID-19 Related Absences (M-01919).

### How do I request leave for COVID-19-related absences?

Employees must notify their supervisor if an absence is related to COVID-19. Complete PS Form 3971, Request for or Notification of Absence prior to taking the leave if possible, or upon returning to work if advance notice is not given.

Employees cannot use the Interactive Voice Response (IVR) telephone number of the Enterprise Leave Request Application (eLRA) to request leave related to COVID-19.

### Can I use leave to care for an adult disabled child?

If your child is 18 years of age or older with a disability and cannot care for themselves due to that disability, you may take emergency paid sick leave and expanded family and medical leave to care for them if their school or place of care is closed or their child care provider is unavailable due to COVID-19-related reasons, and you are unable to work as a result.

### Management denied my leave request related to COVID-19. What should I do?

If you have submitted a PS Form 3971 and relevant documentation for leave related to COVID-19 and management denies your request, you should provide a copy of the denied PS Form 3971 and relevant documentation to your shop steward or branch officer. Your local union officials will investigate your issue and discuss with your national business agent for possible resolution.

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# Time-projection tools

**R**ecently, NALC received notification from USPS of a change to the Delivery Operations Information System (DOIS), a time-projection tool used in many locations by management to estimate the daily workload of city carriers. USPS informed NALC of its intent to reduce the amount of time allocated to parcel delivery from 90 to 60 seconds per parcel when DOIS estimates a route's street time. This change to DOIS does not modify any contractual rights or handbook provisions for city letter carriers.

Over the years, the Postal Service has developed various tools to estimate the daily workload of letter carriers. Misuse of these tools by front line supervisors has been the subject of multiple grievances that have risen to the national level. It is important for letter carriers and shop stewards to understand the national-level settlements pertaining to time-projection tools and how they relate to the use of these tools on the workroom floor.

While the names have changed with each newly developed tool, what has not changed are the letter carrier's responsibilities and reporting requirements outlined in *Handbook M-39, Management of Delivery Services*, and *Handbook M-41, City Delivery Carriers Duties and Responsibilities*.

In the past, NALC has challenged the use of any projection derived from the use of these tools as the sole determinant of a carrier's daily workload or as the sole basis for disciplinary actions. These issues have been resolved in several national-level settlements regarding time-projection systems. This article discusses these settlements, as well as the National Agreement and Postal Service handbook provisions relating to USPS-developed time-projection tools.

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**“[NALC and USPS] agreed that DOIS projections ‘are not the sole determinant of a carrier’s leaving or return time, or daily workload. As such, the projections cannot be used as the sole basis for corrective action.’ ”**

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In 1979, NALC and USPS came to an agreement—M-00394 in NALC's Materials Reference System (MRS)—concerning the use of the Delivery Unit Volume Recording System (DUVRS). DUVRS was an early tool used to project office time for letter carriers. This settlement states that

DUVRS “will not constitute the basis for disciplinary action for failure to meet minimum standards” and that the program “will not constitute the sole basis for a carrier's leaving time.”

In 2001, a national-level settlement, M-01444, was signed regarding three different projection systems. M-01444 makes clear that these three projection systems “will not constitute the sole basis for discipline” and that “no function performed by POST or DOIS, now or in the future, may violate the National Agreement.”

The agreement also quotes Section 242.332 of *Handbook M-39*, which states:

No carrier shall be disciplined for failure to meet standards, except in cases of unsatisfactory effort which must be based on documented, unacceptable conduct that led to the carrier's failure to meet office standards.

M-01444 also reinforced language agreed on in the 1985 national-level settlement M-00304, stating:

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

A 2007 settlement, M-01664, protected letter carriers from management's use of DOIS time projections. The parties agreed that DOIS projections “are not the sole determinant of a carrier's leaving or return time, or daily workload. As such, the projections cannot be used as the sole basis for corrective action.” The settlement also makes clear that the use of DOIS does not change the letter carrier's or the supervisor's responsibilities and requirements found in *Handbook M-39* and *Handbook M-41*.

In 2011, NALC and USPS settled a national-level interpretive dispute over management's use of an “office efficiency tool” developed in the Greater Indiana District. This settlement, M-01769, extends the same protections contained in M-01664 to management's use of the “office efficiency tool” that was the subject of this grievance. The terms of M-01769 also are applicable to any management-office or street-time projection tool/system currently in use or similar tool/system developed in the future. The language states:

The subject office efficiency tool is a management tool for estimating a carrier's daily workload. The office efficiency tool used in the Greater Indiana District **or any similar time projection system/tool(s)** will not be used as the sole determinant for establishing office or street time projections. Accordingly, the resulting projections will not constitute the sole basis for corrective action. This agreement does not change the principle that, pursuant to Section 242.332 of *Handbook M-39*, ‘No carrier shall be disciplined for failure to meet standards, except in cases of unsatisfactory effort

# Time-projection tools (continued)

which must be based on documented, unacceptable conduct that led to the carrier's failure to meet office standards. Furthermore, as stated in the agreement for case H1N-1N-D31781, 'there is no set pace at which a carrier must walk and no street standard for walking.'

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

The letter carrier's reporting requirements referenced in M-01769 and outlined in section 131.4 of *Handbook M-41* read in relevant part as follows:

## **131.4 Reporting Requirements**

**131.41** It is your responsibility to verbally inform management when you are of the opinion that you will be unable to case all mail distributed to the route, perform other required duties, and leave on schedule or when you will be unable to complete delivery of all mail.

**131.42** Inform management of this well in advance of the scheduled leaving time and not later than immediately following the final receipt of mail. Management will instruct you what to do.

**131.43** Complete applicable items on Form 3996, Carrier-Auxiliary Control, if overtime or auxiliary assistance is authorized in the office or on the street.

**131.44** Report on Form 1571 all mail undelivered—including all mail distributed to the route but not cased and taken out for delivery. Estimate the number of pieces of mail.

**131.45** Do not curtail or eliminate any scheduled delivery or collection trip unless authorized by a manager, in which case you must record all facts on Form 1571.

**131.46** Before you leave the office, enter on Form 1571 the mail curtailed; when you return, add any mail which was not delivered and which was returned to the office. Follow any special local procedures set up to identify errors and corrective actions for mail returned because it was out of sequence.

**Section 28 of Handbook M-41 outlines the procedures** for letter carriers to fill out PS Form 3996, Carrier—Auxiliary Control, and to submit it to the supervisor when the letter carrier estimates that the daily workload cannot be completed in the allotted time. It also details the requirements of the supervisor in Item L of the form. A complete explanation of Section 28, PS Form 3996 and related USPS

supervisor responsibilities can be found in the *Letter Carrier Resource Guide* available at [nalc.org/resourceguide](http://nalc.org/resourceguide). To order a printed version of the guide, log on to the Members Only section of the NALC website, click the checkbox below the image of the guide and a copy will be mailed to your NALC address of record.

**The Performance Engagement Tool (PET) is the latest** USPS computer program used by floor supervisors to project a carrier's daily workload. As with DOIS and the "office efficiency tool" created by the Greater Indiana District, PET cannot be used as the sole determinant of a letter carriers' daily workload. NALC's *Guide to the Performance Engagement Tool (PET)* was created to help local union representatives understand how PET works and to assist in filing successful grievances related to the improper use of the PET tool. This guide is available at [nalc.org/workplace-issues/city-delivery/body/PET-Guide-Final-03202017.pdf](http://nalc.org/workplace-issues/city-delivery/body/PET-Guide-Final-03202017.pdf).

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**“The Performance Engagement Tool (PET) is the latest USPS computer program used by floor supervisors to project a carrier's daily workload.”**

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**As indicated, any time-projection tool being used by** management cannot be used as the sole determinant of a letter carrier's daily workload projections. Letter carriers still are responsible for estimating the amount of time it will take to complete their assigned duties. Likewise, management still has a responsibility to manage that workload within the confines of the handbook language, as well as the above-referenced settlements. Shop stewards are advised to consider citing violations of these settlements in all grievances concerning management's improper use of office and street time projection tools or systems.



# USPS obligations for safety

**D**uring the COVID-19 pandemic, many letter carriers have expressed concerns regarding safety while performing their duties. Safety in the workplace is always important, not just during this extraordinary situation. Letter carriers' occupational safety and health is protected by Article 14 of the National Agreement, and carriers should insist on having a workplace that is as safe as possible. This article will explain these protections, management's responsibilities, the procedures to report work-related safety issues and related contractual rights.

## **Article 14 of the National Agreement states in part:**

### **14.1 Section 1. Responsibilities**

It is the responsibility of management to provide safe working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility.

### **14.2 Section 2. Cooperation**

The Employer and the Union insist on the observance of safe rules and safe procedures by employees and insist on correction of unsafe conditions. Mechanization, vehicles and vehicle equipment, and the workplace must be maintained in a safe and sanitary condition, including adequate occupational health and environmental conditions. The Employer shall make available at each installation forms to be used by employees in reporting unsafe and unhealthful conditions. If an employee believes he/she is being required to work under unsafe conditions, such employee may:

- (a) notify such employee's supervisor who will immediately investigate the condition and take corrective action if necessary;
- (b) notify such employee's steward, if available, who may discuss the alleged unsafe condition with such employee's supervisor;
- (c) file a grievance at Formal Step A of the grievance procedure within fourteen (14) days of notifying such employee's supervisor if no corrective action is taken during the employee's tour; and/or;
- (d) make a written report to the Union representative from the local Safety and Health Committee who may discuss the report with such employee's supervisor.

**Section 824.6 of the *Employee and Labor Relations Manual (ELM)*** outlines the procedures for employees to report hazards and unsafe conditions or practices to his or her supervisors. PS Form 1767, Report of Hazard, Unsafe Condition or Practice, should be used by any employee, or their union representative, who believes that an unsafe or unhealthful condition exists in the workplace.

## **824.6 Investigating Employee Reports of Hazard, Unsafe Condition, or Practice**

PS Form 1767 is designed to encourage employee participation in the Postal Service safety and health program and to provide prompt action when employees report a hazard. This form provides a channel of communication between employees and management that promotes a prompt analysis and response with corrective action to reports of alleged hazards, unsafe conditions, or unsafe practices.

The *ELM* directs supervisors to ensure that an adequate supply of PS Forms 1767 is readily available for employees to report when unsafe conditions exist.

---

**“It is the responsibility of management to provide safe working conditions in all present and future installations and to develop a safe working force.”**

---

## **824.62 Availability of Form**

Supervisors must maintain a supply of PS Forms 1767 in the workplace in a manner that provides employees with both easy and (if desired) anonymous access.

Section 824.63 of the *ELM* discusses employee responsibilities for reporting hazards.

### **824.631 Employee**

Any employee, or the representative of any employee, who believes that an unsafe or unhealthful condition exists in the workplace may do any or all of the following:

- a. File a report of the condition on PS Form 1767 with the immediate supervisor and request an inspection of the alleged condition.
- b. If the employee desires anonymity, file PS Form 1767 directly with the installation's safety personnel, who will immediately give the report to the employee's supervisor for necessary action. (In such cases, safety personnel must not disclose the name of the individual making the report.)
- c. Report alleged unsafe conditions to a steward, if one is available, who may then discuss the condition with the employee's supervisor.

Discrimination against an employee for reporting a safety and health hazard is unlawful.

# Safety obligations (continued)

Section 824.63 of the *ELM* also outlines what management is required to do to investigate and take corrective action to abate the hazard.

## 824.632 Supervisor

The immediate supervisor must promptly (within the tour of duty):

- Investigate the alleged condition.
- Initiate immediate corrective action or make appropriate recommendations.
- Record actions or recommendations on PS Form 1767.
- Forward the original PS Form 1767 and one copy to the next appropriate level of management (approving official).

**If any letter carrier feels that it is unsafe to work at a case, in a vehicle, on the route or any other place, a PS Form 1767 should be completed to report the unsafe condition.** This form is then submitted to the employee's immediate supervisor to initiate an investigation into the alleged unsafe condition. If the employee desires anonymity, he or she may file PS Form 1767 directly with the installation's safety personnel, who is required to immediately give the report to the employee's supervisor for necessary action and to keep the reporting employee's identity anonymous. Letter carriers also may report the alleged unsafe condition to a steward or local branch officer, who may then discuss the condition with the employee's supervisor.

The immediate supervisor must promptly (within the tour of duty) investigate the alleged condition, initiate immediate corrective action or make appropriate recommendations, record his or her actions or recommendations on PS Form 1767, and forward the original of the form and one copy to the next appropriate level of management. The supervisor is also required to provide the employee with a signed copy of the form as a receipt. The third copy of the form must be immediately forwarded to the facility safety coordinator. It is always the supervisor's responsibility to monitor the status of the report until the hazard is corrected. If the hazard is not abated within the first week, the supervisor must also verbally inform the employee of the abatement status at the end of each seven-day interval.

**Supervisors have the responsibility of correcting safety hazards.** If a safety hazard prevents a letter carrier from performing his or her duties, the letter carrier should ask his or her supervisor for instructions regarding how the work should be performed until the issue is resolved. If the safety issue persists after proper reporting and abatement procedures have been followed, or if management fails to address the hazard according to *ELM* requirements, letter carriers should speak to their shop steward or branch officer. Safety is always essential for all postal employees, not just during the COVID-19 pandemic.

## Contract Administration Unit

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- Lew Drass, Vice President
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- Dan Toth, Director of Retired Members
- Jim Yates, Director of Life Insurance

UNITED STATES POSTAL SERVICE®		Report of Hazard, Unsafe Condition or Practice		Hazard Control Number (Assigned by Safety Officer)	
<b>I. EMPLOYEE'S ACTION</b>					
Area (Specify Work Location)					
Describe hazard, unsafe condition or practice. Recommend corrective action.					
Employee	Signature	Date and Tour			
<b>II. SUPERVISOR'S ACTION</b>					
Recommend or describe action taken to eliminate the hazard, unsafe condition or practice. (If corrective action has been taken, indicate the date of abatement.)					
Supervisor	Signature	Date			
<b>III. APPROVING OFFICIAL'S ACTION (Check One and Complete)</b>					
The following corrective action was taken to eliminate the hazard, unsafe condition or practice (Indicate date of abatement):					
A work order has been submitted to the manager, plant maintenance to effect the following change:					
There are no reasonable grounds to determine such a hazard exists. This decision is based upon:					
Approving Official	Signature	Date	Date for Employee Notified		
<b>IV. MAINTENANCE ACTION (Complete if Necessary)</b>					
Maintenance Supervisor	Signature	Date	Date Hazard Abated		
PS Form 1767, February 2014 PSN 7530-01-000-8422 WHITE - Local Safety Office (After Abatement) PINK - Local Safety Office (Before Abatement) YELLOW - Approving Official BLUE - Employee					

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# Part-time flexible maximization

**O**n Jan. 22, NALC and USPS settled national-level grievance Q16N-4Q-C-19225551, M-01906 in NALC's Materials Reference System (MRS), which concerned the Postal Service hiring city carrier assistants (CCAs) above the contractual caps. As a result, approximately 2,500 CCAs meeting the criteria outlined in the settlement were converted to part-time flexible (PTF) on March 14. These conversions to PTF took place in offices with fewer than 200 workyears. Please note, both the 2016-2019 National Agreement and the July 2014 *Joint Contract Administration Manual (JCAM)* may use the term "man year" in place of workyear when defining office designations. These two terms are interchangeable.

Union representatives with questions regarding the work-year designation of a specific installation should contact their national business agent (NBA). Contact information for the NBA who covers your region can be found at [nalc.org](http://nalc.org).

As we approach the six-month mark since these conversions took place, this is a good time to check whether PTFs have met two separate maximization provisions that apply to the size of office where these PTFs work. These maximization provisions are in addition to the requirement to promote PTFs to full-time status in accordance with the Memorandum of Understanding (MOU) Re: Full-time Regular Opportunities – City Letter Carrier Craft, found on pages 159-162 of the National Agreement. For an explanation of this MOU, please see Director of City Delivery Chris Jackson's article in the October 2017 edition of *The Postal Record*.

Article 7, Section 3.C states:

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

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

The July 2014 *JCAM* provides the following explanation of this provision on page 7-37:

Demonstration of Regular Schedule and Assignment. A PTF carrier working a regular schedule meeting the criteria of Article 7.3.C on the same assignment for six months demonstrates the need to convert the duties to a full-time assignment. The six months must be continuous (Step 4, H7N-3W-C 27937, April 14, 1992, M-01069). Time spent on approved paid leave does not constitute an interruption of the six-month period, except where the leave is used solely for purposes of rounding out the workweek when the employee otherwise would not have worked (Step 4, H7N-2A-C 2275, April 13, 1989, M-00913). For the purposes of Article 7.3.C, a part-time flexible employee not working all or part of a holiday or observed holiday (as defined in Article 11) does not constitute an interruption in the six-month period.

Where the Local Memorandum of Understanding provides

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

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

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

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

This criteria shall be applied to postal installations with 125 or more man years of employment.

It is further understood that part-time flexibles converted to full-time under this criteria will have flexible reporting times, flexible nonscheduled days, and flexible reporting locations within the installation depending upon operational requirements as established on the preceding Wednesday.

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

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

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

It is important to note that this full-time flexible maximization provision applies only to offices of 125 workyears or more.

If shop stewards and NALC representatives believe that a PTF may have met the criteria of either of the maximization provisions explained above, they should review the TACS Employee Everything Reports for PTFs to determine whether they have indeed been met. If the criteria are met and management doesn't take the appropriate action, a grievance should be filed citing a violation of the appropriate provision explained above.

For further assistance, please contact a branch officer or the appropriate NBA office.

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# Leave provisions

**T**he COVID-19 pandemic has had many effects on city letter carriers. One has been on annual leave. Many letter carriers had choice leave scheduled and then canceled their leave because vacations and events were rescheduled as a result of the pandemic. On Sept. 3, 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 (MRS), which aims to alleviate this problem. This month's Contract Talk will explain the annual leave provisions, annual leave carryover and the agreed-upon provisions of M-01928.

**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 specifically incorporates *Employee and Labor Relations Manual (ELM)*, Section 510, which contains all the rules and procedures related to the Postal Service leave program. Section 512.32 of the *ELM* below contains the provision regarding annual leave carryover.

## **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 in excess of 440 hours at the end of the leave year is not carried or rolled over into the next year.

**M-01928 temporarily raises the maximum carryover to 520 hours** from leave year 2020 to leave year 2021.

M-01928 states:

The parties agree that for leave year 2021, regular work force career employees covered by the USPS-NALC Agreement may carry over 520 hours of accumulated annual leave from leave year 2020 to leave year 2021.

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, 2021.

**Article 10, Section 3 establishes a nationwide program** for vacation planning for employees in the regular work force with emphasis on the choice vacation period(s) or variations thereof. The duration of the choice vacation period(s) is to be determined pursuant to local implementation procedures. 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. 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/she expects to take in the current year. As the carryover maximum will return to 440 hours from the 2021 leave year to the 2022 leave year, care should be taken to ensure that no employee be required to forfeit any part of his/her annual leave.

**M-01928 does not affect other leave provisions, such as terminal leave payments.** Terminal leave payments are made to separating employees for their balance of accrued annual leave. These payments are still limited to a maximum of 440 hours. *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.

**Additional leave provisions have been temporarily implemented** as a result of the Families First Coronavirus Response Act (FFCRA), which was passed by Congress in response to the pandemic. Emergency Paid Sick Leave (EPSL) and the Emergency Family Medical Leave Act Expansion (EFMLAE) provide paid leave in addition to earned sick and annual leave balances. Under the current rules of the act, FFCRA leave expires Dec. 31, and any unused EPSL or EFMLAE will not carry over into 2021. More information regarding FFCRA leave and other COVID-19-related materials can be found at [nalc.org/news/covid-19](http://nalc.org/news/covid-19).

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# Individual retirement counseling

**A**s letter carriers reach retirement eligibility and decide to hang up the satchel, an important benefit that should be taken advantage of is the individual retirement counseling provided by the Postal Service. The Office of Personnel Management (OPM) is the government agency that creates the rules and regulations concerning the Federal Employees Retirement System (FERS) and Civil Service Retirement System (CSRS) that federal agencies must follow. Certain articles of our National Agreement require the Postal Service to follow them. Article 21.3 of the National Agreement incorporates Title 5 of U.S. Code, Chapters 83 (CSRS) and 84 (FERS). Article 5 incorporates management's obligations under the law, and Article 19 incorporates handbooks and manuals.

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

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

**The Postal Service's *Employee and Labor Relations Manual (ELM)*.** Chapter 5 covers employee benefits. Section 569.14 explains that employees may request individual counseling, and that such counseling sessions are on the clock if the session is during the employee's tour. *ELM* 560 addresses CSRS provisions. The corresponding FERS provisions are found in Section 580:

## **569.141 Nature of Individual Counseling**

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

formation specific to certain topics, including TSP and Social Security. The sessions are on the clock if the retirement specialist is available to provide such counseling during the same tour as the employee.

See *ELM*, Section 569.142 for additional counselling session content.

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

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

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

**Letter carriers should ensure a smooth transition to retirement** by using the provided counseling. If necessary, the provisions above can be enforced via Articles 5, 19 and 21 of the National Agreement.

## **Update to October Contract Talk**

October's Contract Talk was about leave provisions and M-01928, which increased the leave carryover from 440 hours to 520 hours for leave year 2020 to leave year 2021. Although M-01928 did not affect the *ELM* provisions for payment of accumulated leave, after further discussion, the Postal Service has confirmed that employees who retire during leave year 2021 can receive a terminal leave payment of up to 520 hours. Employees retiring Pay Period 2 of 2021 (which starts Jan. 2, 2021) through the 2021 leave year can receive a terminal leave payment of up to 520 hours.

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# Opting

**W**hen an assignment is temporarily vacant for five days or more, a special procedure called “opting” grants certain letter carriers the right to “hold-down” the assignment for the duration of the vacancy. This article will explain the rules and regulations covering the opting process.

The 2014 USPS-NALC *Joint Contract Administration Manual (JCAM)* explains which assignments are available on page 41-12:

## **Duty Assignments Eligible for Opting**

Vacancies in full-time Grade One assignments, including Reserve Regular assignments, are available for opting.

Due to the Memorandum of Understanding (MOU) Re: Pay Schedule Consolidation, letter carriers occupying Grade One assignments were slotted into the equivalent step in Grade Two of their respective pay schedules. As a result of this MOU, no assignments are currently classified as Grade One. For the purposes of applying the opting language, regular full-time routes are the equivalent of former Grade One assignments. Temporarily vacant “carrier technician” assignments are not available for opting under this provision. Instead, these assignments are filled in accordance with Article 25.

Articles 41.2.B.3 and 41.2.B.4, found on pages 116-117 of the 2016 National Agreement, define which employees are eligible to opt on available temporary vacancies:

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

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

Except where a local past practice provides for a shorter period, vacancies lasting less than five days need not be filled as hold-downs. Clarifying the meaning of this five-day requirement, National Arbitrator Clark Kerr held that opting is permitted when vacancies are expected to include five or more workdays, rather than vacancies that span a period of five calendar days but may have fewer than five days of scheduled work. These anticipated five days may include a holiday (M-00237).

M-00237, 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).

**While city carrier assistants (CCAs) are entitled to opt on temporary vacancies, they must wait 60 calendar days after being hired before exercising this right. This was addressed by the national parties’ joint Questions and Answers 2011 USPS/NALC National Agreement (M-01870):**

69. Is there a waiting period for a new CCA (no former experience as a career city letter carrier or city carrier transitional employee) before the employee can opt on a hold-down?

Yes, 60 calendar days from the date of appointment as a CCA. Once the CCA has met this requirement there is no additional waiting period for applying for/being awarded a hold-down when the employee is converted to career.

The National Agreement does not set forth specific procedures for announcing vacancies available for opting. However, procedures for announcing vacancies and procedures for opting for hold-down assignments may be governed by local memorandums of understanding (LMOUs) or a binding past practice; see the Memorandum of Agreement dated Feb. 7, 1983 (M-00446). The LMOU or past practice may include: method of making known the availability of assignments for opting, method for submission, a cutoff time for submission and duration of hold-down. In the absence of an LMOU provision or binding past practice, the provisions of Article 41.2.B apply. In that case, there is no requirement that management post a vacancy, and carriers who wish to opt must learn of available assignments by word of mouth or by reviewing scheduling documents.

For the opting procedures in your office, consult your shop steward or NALC branch officer.

**Article 41.2.B.5 of the National Agreement provides that once an available hold-down assignment is awarded, the opting employee “shall work that duty assignment for its duration.” An opt is not necessarily ended by the end of a service week. Rather, it is ended when the regular carrier returns, even if only to perform part of the duties (for example, to case but not carry mail).**

There are situations in which carriers temporarily vacate hold-down positions for which they have opted (for example, an absence due to leave). This employee may reclaim and continue a hold-down upon returning to duty—see Step 4 settlement, H4N-3U-C 26297, April 23, 1987 (M-00748). If the opting employee’s absence is expected to include at least five days of work, then the vacancy qualifies as a new hold-down within the original hold-down. Such openings are filled as regular hold-downs, such that the first opting carrier resumes his or her hold-down upon returning to duty.

Additionally, a CCA who has opted for an assignment does not lose the hold-down during the mandatory break in service between appointments. This issue is addressed in M-01870, which states the following:

73. Will the 5-day break in service between 360-day terms end an opt (hold-down)?

No.

*(continued on next page)*

## Opting (continued)

74. Does the 5-day break at the end of a 360-day appointment create another opt (hold-down) opportunity?

Only where the break creates a vacancy of five work days. In such case the opt is for the five day period of the break.

**There are some exceptions to provisions that require an employee to work the hold-down assignment for the duration of the vacancy.** CCAs may be “bumped” from a hold-down to provide a part-time flexible (PTF) employee assigned to the same location with 40 hours of straight time work to which they are entitled under Article 7.1.C of the National Agreement. This issue is clarified in M-01870:

67. Can a CCA be taken off an opt (hold-down) in order to provide a part-time flexible employee assigned to the same work location with 40 hours of straight-time work over the course of a service week (Article 7, Section 1.C)?

Yes, a CCA may be “bumped” from an opt if necessary to provide 40 hours of straight-time work over the course of a service week to part-time flexible letter carriers assigned to the same work location. In this situation the opt is not terminated. Rather, the CCA is temporarily taken off the assignment as necessary on a day-to-day basis.

In addition, both PTF and CCA employees may be bumped from a hold-down assignment to provide sufficient work for full-time employees. Since full-time employees are guaranteed 40 hours of work per service week, they may be assigned work on routes held down by a PTF or CCA if there is not sufficient work available for them on a particular day (see M-00097).

Bumping a PTF or CCA from a hold-down is a last resort, as reflected in a Step 4 settlement, H1N-5D-C 7441, Oct. 25, 1983 (M-00293), which provides:

A PTF, temporarily assigned to a route under Article 41, Section 2.B shall work the duty assignment, unless there is no other eight-hour assignment available to which a full-time carrier could be assigned. A regular carrier may be required to work parts or “relays” of routes to make up a full-time assignment. Additionally, the route of the “hold-down” to which the PTF opted, may be pivoted if there is insufficient work available to provide a full-time carrier with eight hours of work.

While M-00293 only references PTF letter carriers, the national parties have agreed that rules pertaining to opting apply to CCAs as well. This understanding is stated in M-01870:

70. Is there a difference in the application of opting (hold-down) rules between part-time flexible city carriers and CCAs?

No.

Some LMOUs allow the regular carrier on a route to bump the carrier technician to another route when the regular carrier is called in on a non-scheduled day to work on his or her own route. In such cases, the carrier technician can displace

an employee who has opted on an assignment on the technician’s string if none of the other routes on the string are available. In this situation, the employee’s opt is not terminated. Rather, he or she is temporarily bumped on a day-to-day basis, see Step 4, N8-N-0176, Jan. 9, 1980 (M-00154).

Regardless of the reason a PTF or CCA is bumped from a hold-down on a day-to-day basis, the opt is not terminated. The employee retains the right to the opted assignment once the need for bumping has ended.

**One other exception to the duration language in Article 41.2.B.5** pertains to CCAs on a hold-down assignment when they are converted to full-time regular career status. Article 41.1.A.7 gives management the right to assign a newly converted employee to a residual vacancy within the installation. However, due to the duration provision mentioned earlier, the employee would have been required to remain on the hold-down until temporary vacancy ends. To clarify these perceived competing provisions, the parties signed a Letter of Intent Re: Opting Duration, found on pages 222-223 of the 2016 National Agreement, modifying this requirement. This letter states in pertinent part:

Of course, management may decide to assign an employee to a residual vacancy pursuant to Article 41.1.A.7 at any time, but the employee may not be required to work the new assignment until the hold-down ends. However, the employee may voluntarily choose to end the hold-down and assume the new assignment in this circumstance.

**A full-time employee who has opted may also bid for** and obtain a new, permanent full-time assignment during a hold-down. A national pre-arbitration settlement, H1N-5G-C 22641, Feb. 24, 1987 (M-00669) established that such an employee must be reassigned to the new assignment. If there are five or more days of work remaining in the hold-down, then the remainder of the hold-down becomes available to be filled by another opting carrier.

While opting employees are entitled to work the regularly scheduled days and the daily hours of duty of the assignment, they do not assume the pay status of the full-time regular carrier being replaced. A PTF or CCA who assumes the duties of a full-time regular by opting is still paid his or her regular rate of pay during the hold-down. While they are entitled to work the regularly scheduled days and the daily hours of duty of the assignment for the duration of the vacancy, PTFs and CCAs are not guaranteed eight hours daily or 40 hours weekly work by virtue of the hold-down alone. In addition, PTFs and CCAs on hold-downs are not guaranteed the right to not work on non-scheduled days.

**Letter carriers with questions regarding the opting provisions** contained in the National Agreement, LMOU provisions and relevant past practices in the employing office should contact their shop steward or branch officer.