

Guidance for Union Representatives as PTFs Re-emerge onto Workroom Floors



PART-TIME FLEXIBLES

Region 6
NBA David Mudd

Instructors
RAA Ronnie Roush
Pete Palmer – Branch 1



What is a PTF?



PTF = PART-TIME FLEXIBLE

Career employees with flexible schedules, start-times and no set non-scheduled days.



Why are PTFs more common (again)?

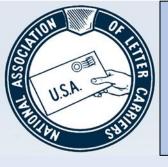


MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

Re: City Carrier Assistants – Conversion to Career Status

The U.S. Postal Service and the National Association of Letter Carriers, AFL-CIO agree that City Carrier Assistants (CCAs) who reach 24 months of relative standing will be converted to part-time flexible career status in their installation.

*Page 160 of 2019-2023 National Agreement



Some Specifics of this MOU...



• Conversions to career status will be effective as soon as practicable, but no later than 60 days from the ratification date of the 2019 National Agreement or the first day of the third full pay period that follows the date a CCA achieved 24 months of relative standing, whichever is later;



Some Specifics of this MOU...



Conversions made under this MOU are <u>in</u>
 addition to conversions to FTR opportunities
 pursuant to the MOU, Re: Full-time Regular
 Opportunities – City Letter Carrier Craft;



Some Specifics of this MOU...



 CCAs may decline the opportunity to be converted to career status under this MOU. A CCA who does not accept the career opportunity will no longer be eligible for conversion to career status under this MOU but will retain his or her relative standing and will remain eligible for conversion to career status under the Memorandum of Understanding, Re: Fulltime Regular Opportunities – City Letter Carrier Craft (pp 161-165 NA).



Which Led to MOU 01946...

U.S.A. SUITHER CALLS

M-01946

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

RE: Implementation of CCA Conversions to Career Status

The parties recognize an anomaly exists with the timelines for city carrier assistant (CCA) conversions to career status pursuant to the Memorandum of Understanding Re: City Carrier Assistants – Conversion to Career Status. To protect principles of seniority, the parties agree to the following regarding implementation of the 2019 National Agreement:

- CCAs with 24 months of relative standing on March 8, 2021 and those that reach 24 months
 relative standing after March 8, 2021 but on or before April 9, 2021 will be converted to part-time
 flexible career status effective May 8, 2021.
- If any city carrier converted on May 8, 2021 as specified above experiences a serious adverse
 effect(s) from the change in conversion date from the original timeline in the MOU Re: City Carrier
 Assistants Conversion to Career Status, the national parties will discuss and address the issue
 as appropriate.
- CCAs that reach 24 months relative standing between March 9, 2021 and March 12, 2021 will be
 paid a lump sum of \$195.00, minus any applicable taxes and withholdings. Such payments will
 be made as soon as administratively practicable after conversion to career status.
- CCAs that reach 24 months relative standing between March 13, 2021 and March 26, 2021 will be paid a lump sum of \$98.00, minus any applicable taxes and withholdings. Such payments will be made as soon as administratively practicable after conversion to career status.
- CCAs that reach 24 months relative standing on or after March 27, 2021 will be converted to parttime flexible career status pursuant to the terms of the MOU Re: City Carrier Assistants – Conversion to Career Status.

Any issue or dispute regarding implementation of this agreement will be resolved through the alternate dispute resolution process established to resolve issues related to the MOU Re: Full-time Regular Opportunities — City Letter Carrier Craft.

This agreement is without prejudice to the position of either party in this or any other matter and may only be cited to enforce its terms.

Katherine S. Attridge

Vice President Labor Relations United States Postal Service Fredric V. Rolando

President National Association of Letter Carriers,

AFL-CIO



And of Course, MOU 01947...

U.S.A. Systilian Systilian

M-01947

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

Re: Reassignment Opportunities

The parties recognize that opportunities for career employees to apply, and be considered, for reassignment from one installation to another may be limited due to the increase in the number of partime flexible (PTF) city letter carriers who are converted from non-career to career status in accordance with the terms of the MOU Re: City Carrier Assistants — Conversion to Career Status. The parties further recognize the importance of continuing to provide such opportunities, and therefore, agree to the following:

- CCA conversions to career status in accordance with the MOU Re: City Carrier Assistants –
 Conversion to Career Status will count toward the ratios contained in paragraph 3 of the
 MOU Re: Full-time Regular Opportunities City Letter Carrier Craft.
- 2. When a full-time regular opportunity becomes available in an installation which has a PTF city letter carrier(s) on the rolls on the date the opportunity is filled, the opportunity will be filled in accordance with Item 1 of the Memorandum of Understanding Re: Full-time Regular Opportunities City Letter Carrier Craft. If the opportunity could have been filled in compliance with the appropriate ratio through the acceptance of a voluntary reassignment (transfer) of a career employee had no PTF letter carriers been on the rolls, the opportunity to transfer may be offered to a career bargaining unit employee who had a request pending in eReassign at the time the opportunity became available. In this instance, employees who accept the opportunity to transfer shall report to the installation as a PTF city letter carrier and shall begin a new period of seniority in the gaining installation. Transfers accepted in accordance with this agreement shall be counted when determining the ratio.

This agreement does not modify any other terms of the MOU Re: Full-time Regular Opportunities - City Letter Carrier Craft.

This agreement is without prejudice to the position of either party in this or any other matter and may only be cited to enforce its terms. The agreement is effective from the date of signature through the expiration of the 2019 collective bargaining agreement. However, either party may terminate this agreement by providing 30 days written notice to the other party.

Katherine S. Attridge

Vice President
Labor Relations
United States Postal Service

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



M-01947 Impact



Residual vacancy occurs and, due to the 1:4 or 1:6 ratio, a Transfer from eReassign would be taken:

PTF IN OFFICE

The PTF is converted to FTR and assumes the residual vacancy. The Transfer comes to your office as the junior PTF

NO PTF IN OFFICE

The Transfer comes to your office as a FTR and assumes the residual vacancy



PTF Gains Versus CCA



- **☐** More **\$\$**
- ☐ Paid Sick Leave
- ☐ A/L Carryover (<u>normally</u> up to 440 hours)
 - **❖No more Terminal Leave Payout!**
- ☐ USPS Contributions Towards Retirement



PTF Gains Versus CCA (cont.)



- ☐ Can Participate in the TSP
- ☐ Full Uniform Allowance on Citibank Card
- ☐ USPS Contributes more to Health Ins.
- ☐ Relative Standing SENIORITY!
 - **A/L** selections, Opting, Conversion to FTR
 - *Relative Standing only used for tie-breaker



8/27/22 Pay Chart Table 2



	Basic Annual Salaries														Most		
	AA	A	В	C	D	E	F	G	Н		j	K	L	M	N	0	PRE
City Carrier (Grade 2) Carrier Technician**		45,391 46,344	47,418 48,414	49,448 50,486	51,477 52,558	53,508 54,632	55,535 56,701	57,567 58,776	59,598 60,850	61,626 62,920	63,655 64,992	65,686 67,065	67,713 69,135	69,746 71,211	71,773 73,280	73,802 75,352	2,072 2,072
					P	art-Tim	e Flexibl	e Emplo	vees - H	ourly Ba	sic Rate	5					
City Carrier (Grade 2) Carrier Technician**	21.92*** 22.38***	22.79 23.27	23.80 24.30	24.82 25.34	25.84 26.38	26.86 27.43	27.88 28.46	28.90 29.51	29.92 30.55	30.94 31.59	31.96 32.63	32.97 33.67	33.99 34.71	35.01 35.75	36.03 36.79	37.05 37.83	
					Full-Ti	me/Par	t-Time R	egular E	mploye	es - Hour	dy Basic	Rates					
City Carrier (Grade 2) Carrier Technician**		21.82 22.28	22.80 23.28	23.77 24.27	24.75 25.27	25.73 26.27	26.70 27.26	27.68 28.26	28.65 29.25	29.63 30.25	30.60 31.25	31.58 32.24	32.55 33.24	33.53 34.24	34.51 35.23	35.48 36.23	
								Percent	Step 0	200,000,000							
		61.50%	64.25%	67.00%	69.75%	72.50%	75.25%	78.00%	80.75%	83.50%	86.25%	89.00%	91.75%	94.50%	97.25%	100.00%	
						Step	Increas	e Waitin	g Perio	ds (In W	leeks)						
Steps (From-To)	AA-/		10000	7 7	D D	E E	-F F	-G (i-H	H-I	1-1		17	1000	774774	1-0 46	YRS 12.



8/27/22 Raises & COLAs



Letter Carrier Pay Schedule City Carrier Wage Schedule: Effective Aug. 27, 2022 (July 2022 COLA)

The following salary and rate schedule is for all NALC-represented employees.

Career city letter carrier increases

Effective Date	Type of Increase	Amount
Nov. 23, 2019	General wage increase	1.1%
Feb. 29, 2020	January COLA	\$166
Aug. 29, 2020	July COLA	\$188
Nov. 21, 2020	General wage increase	1.1%
Feb. 27, 2021	January COLA	\$416
Aug. 28, 2021*	July COLA	\$1,934
Nov. 20, 2021	General wage increase	1.3%
Feb. 26, 2022*	January COLA	\$1,331
Aug. 27, 2022*	July COLA	\$2,455
Nov. 19, 2022	General wage increase	1.3%
TBA*	January COLA	TBD

City carrier assistant increases

Date	Type of Increase	Amount
Nov. 23, 2019	General wage increase	2.1%
Nov. 21, 2020	General wage increase	2.1%
Nov. 20, 2021	General wage increase	2.3%
Nov. 19, 2022	General wage increase	2.3%

NOTE: Upon conversion to Full-Time, Part-Time Flexible employees in Table Two will be slotted into the Full-Time Step commensurate with their number of weeks as a PTF, and retain their time credit toward the next step.

NOTE: Effective Nov. 19, 2022, Table One and Table Two will be modified to include an additional Step P that is \$444 more than Step O of the basic salary schedule in Tables One and Two.

NOTE: Carrier Technicians receive additional compensation equivalent to 2.1% of the employee's applicable hourly rate for all paid hours.

NOTE: The full COLAs will be added to the salaries of all steps in Table 1 and Step O of Table 2, with proportionate application of the COLA to Steps A-N of Table 2.

* NOTE: In accordance with Article 9.3.B, COLAs become effective the second full pay period after the release of the January and July Consumer Price Index for Urban Wage Earners and Clerical Workers.



PTF Pay Rates



- **□PTFs** begin in new Step AA (\$21.92/\$22.38)
 - Equal to FTR Step A
 - Receives proportional COLAs
 - **4**46 week waiting period to PTF Step A
 - 446 week waiting period for A-B, B-C, C-D, etc.





□Upon conversion to FTR

PTF slotted into Step commensurate with their number of weeks as PTF





PTFs receive the following rates of pay based on the number of hours worked:





- ☐ Up to 8 hours in 1 day...Straight-time
- ☐ From 8-10 hours worked in 1 day...Overtime
- ☐ Over 10 hours worked in 1 day...\$Penalty Overtime\$*
- ☐ Over 56 hours in a service week...\$Penalty Overtime\$*

*Excluding December (Article 8.4.E)





PTFs are limited to 11.5 hours of work per day (ELM 432.32)



PTF Schedules



PTFs are part of the regular workforce (Art 7.1.A.2)

- ☐ Flexible hours and days;
- ☐ No weekly workhour guarantees
 - Daily work-hour guarantees apply, same for CCAs
 - 4 hours work or pay with 200 or more workyears
 - 2 hours for all other facilities;





APPENDIX B

Appendix B is the reprinting of Section I of the 2013 Das Award, the creation of a new non-career employee category. Provisions of the Das Award that were modified in the 2019 National Agreement are indicated in bold. Those provisions that are reflected in another part of the National Agreement or Joint Contract Administration Manual are not reprinted herein.

1. GENERAL PRINCIPLES

k. As Part-time Flexible (PTF) employees are converted to fulltime in accordance with existing contractual processes, the PTF classification shall be phased out. There shall be no new hiring of PTF employees, unless expressly authorized under the 2019 National Agreement or otherwise mutually agreed to by the parties.

200 workyear office is determined as of the National Agreement's effective date. The classification does not change during the life of the Agreement. The hours of bargaining-unit employees in the crafts covered by the 1978 National Agreement are counted in making this determination; see the memorandum of understanding and related discussion under Article 7.3.B and C. The On Rolls Complement Report provided to NALC on an accounting period basis is used to monitor compliance with the 88 percent full-time requirement for 200 workyear offices.





- ☐ Can still work Sundays with or without CCAs
 - **Sunday Premium Pay now applies (Article 8.6)**
 - Extra 25% of base hourly straight-time rate
 - After 8 hours, normal OT rules apply





PTFs can do Split Shifts or be Called Back

- □ Notified prior to clocking out to return with-in 2 hours:
 - Considered a Split Shift, no new guarantee applies





PTFs can do Split Shifts or be Called Back (cont.)

- □Notified prior to clocking out to return <u>after</u> 2 hours:
 - Must receive 2 or 4 hour guarantee for 1st shift
 AND
 - **❖** Must be given another minimum guarantee for 2nd shift

>>Applicable to any size office <<





PTFs can do Split Shifts or be Called Back (cont.)

- □If assignment is completed, PTF has clocked out, and has left the premises regardless of intervals between shifts:
 - Guarantee of 4 hours pay if called back
 - >>Applicable to any size office <<





Article 7.1.C.4

Over the course of a service week, the Employer will make every effort to ensure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to CCAs working in the same work location and on the same tour, provided that the reporting guarantee for CCA employees is met.





2022 JCAM (Page 8-3)

Stand-by. PTFs and CCAs may not be required to remain on stand by or remain at home for a call-in on days they are not scheduled to work.





2022 JCAM (Page 8-3)

Breaks: PTFs and CCAs receive the same rest breaks as full-time letter carriers when they work eight hours or more in a service day. When PTFs and CCAs work only a portion of a day (less than eight hours) they receive one rest break if the employee works less than six hours and two rest breaks if the employee works six hours or more.





2022 JCAM (Page 12-17)

Full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another who do not qualify for relocation benefits shall be given not less than thirty days advance notice, if possible. Note that this provision applies not only to those employees who are involuntarily reassigned or excessed from one installation to another, but also to employees, including part-time flexibles, who are temporarily detailed on an involuntary basis.



Leave Entitlements



Article 10 and ELM Section 510 Outlines Leave Program

Annual Leave

- ☐ less than 3 years = 1 hour/20 hours in pay status (13 days)
- \Box 3 years < 15 years = 1 hour/13 hours in pay status (20 days)
- ☐ 15 years or more = 1 hour/10 hours in pay status (26 days)

Military Veterans, with DD Form 214, receive credit towards their years of service for earning annual leave



Leave Entitlements (cont.)



Sick Leave

 \Box 1 hour/20 hours in pay status (up to 104 = 13 days)

Court Leave

- ☐ Eligible if completed 90-day probationary period
- □Paid if otherwise in work status or scheduled for leave
- Leave shall not exceed 8 hours/40 hours



Leave Entitlements (cont.)



Military Leave

- □ For PTFs who are members of National Guard or Reserves
 □ Paid for hours PTF would have worked during regular schedule
 □ 1 hour military leave for each 26 hours in pay status
 □ Must have minimum of 1,040 in preceding fiscal year (Oct-Sept)
- ☐ Paid Military Leave can't exceed 80 hours annually



Article 11: Holidays



Per Article 11.7

A part-time flexible schedule employee shall not receive holiday pay as such. Part-Time Flexible employees other than those in Step AA shall be compensated for the eleven (11) holidays by basing the employee's regular straight time hourly rate on the employee's annual rate divided by 1,992 hours.



Article 11: Holidays (cont.)



For work performed on December 25, a part-time flexible employee shall be paid an additional 50% for each hour worked up to eight (8) hours.

Note – Holiday portion of PTF hourly straight-time rate not used when calculating overtime or Sunday Premium (May 2021 PR Pg. 16)



Article 11: Holidays (cont.) 1992 vs 2080



							Ba	sic An	nual S	alaries							Mo:
	AA	Α	В	C	D	Ε	F	G	Н	1	J	K	L	M	N	0	PRE
City Carrier (Grade 2)		45,391	47,418	49,448	51,477	53,508	55,535	57,567	59,598	61,626	63,655	65,686	67,713	69,746	71,773	73,802	2,\TE
Carrier Technician**		46,344		50,486		54,632		58,776		62,920	64,992	67,065	69,135	71,211	73,280	75,352	2,072
					P	art-Tim	e Flexibl	le Emplo	vees - H	ourly Ba	sic Rates	5					
City Carrier (Grade 2)	21.92***	22.79	23.80	24.82	25.84	26.86	27.88	28.90	29.92	30.94	31.96	32.97	33.99	35.01	36.03	37.05	
Carrier Technician**	22.38***	23.27	24.30	25.34	26.38	27.43	28.46	29.51	30.55	31.59	32.63	33.67	34.71	35.75	36.79	37.83	
					Full-Ti	me/Par	t-Time R	egular E	mployee	s - Hour	ly Basic	Rates					
City Carrier (Grade 2)		21.82	22.80	23.77	24.75	25.73	26.70	27.68	28.65	29.63	30.60	31.58	32.55	33.53	34.51	35.48	
Carrier Technician**		22.28	23.28	24.27	25.27	26.27	27.26	28.26	29.25	30.25	31.25	32.24	33.24	34.24	35.23	36.23	
								Percent	Step 0								
		61.50%	64.25%	67.00%	69.75%	72.50%	75.25%	78.00%	80.75%	83.50%	86.25%	89.00%	91.75%	94.50%	97.25%	100.00%	
						Step	Increas	e Waitin	g Perio	ds (In W	eeks)						
Steps (From-To)	AA-	Α /	A-B B	3-C (-D D							K K	L L	M N	1-N 1	V-O	YRS
	46		46	46	46 4	6 4	16	46	46	46	46 4	6 4	6 4	6	46	46	12.



Article 16



JCAM page 16-13

"Discipline issued to a CCA may not be considered or cited in determining whether to issue discipline to the CCA employee after his or her conversion to career status".

CCA conversion to PTF is "conversion to career status"



Health Benefits



PTFs can participate in the FEHB Program

- ☐ Have 60 days to join once converted
 - ❖ Package info sent via US mail lists plans & costs
 - Self Only, Self Plus One, Self and Family

Union is entitled to time on the clock to discuss Health Benefits (pg. 17-9 JCAM)





PTFs can participate in the FEHB Program (cont.)

- ☐ Non-Career HB Plan terminates...
 - **❖** Last day of the month that is 28 days after CCA is converted to career
 - ❖ OR once enrolled in a FEHB Plan
 - **Whichever is EARLIER**





PTFs can participate in the FEHB Program (cont.)

- ☐ Article 21.1.B of National Agreement
 - * 73% for 2020 & 2021
 - **❖** 72% for 2022 & 2023





Online FEHB information:

WWW.OPM.GOV





- ☐ FEDVIP Federal Employees Dental & Vision Insurance Program
 - Voluntary Program
 - Provides Supplemental Dental & Vision Benefits
 - Enrollee-pay-all basis (no USPS contributions)
 - *www.benefeds.com





- □FSA Flexible Spending Account
 - **❖** Pre-tax dollars
 - Can use for out-of-pocket health care expenses
 - *www.fsafeds.com





- □FEGLI Federal Employee Group Life Insurance
 - Automatic enrollment for basic coverage
 - Coverage can be waived
 - **USPS** pays entire cost for basic coverage
 - Coverage is Annual Rate of Base Pay rounded up to the next \$1,000 plus \$2,000





- □FEGLI Federal Employee Group Life Insurance (cont.)
 - Additional options and coverage available (up to 5X annual salary)
 - Optional coverage for spouse and eligible dependent children
 - **❖**60 days to enroll using form SF 2817
 - Open seasons are rare





Online FEGLI information:

WWW.OPM.GOV



Retirement



IT IS NEVER TOO EARLY TO START CONTRIBUTING

- □FERS Federal Employee Retirement System
 - *****Three Components
 - FERS Basic Benefit Plan (defined)
 - Social Security (defined)
 - Thrift Savings Plan (401k-ish)



Retirement (cont.)



IT IS NEVER TOO EARLY TO START CONTRIBUTING

- □USPS automatically contributes 1% of base pay
- □USPS will match up to 5% of base pay
- **□TSP** participation is voluntary
 - **❖** Automatically enrolled for **5%** of base pay
 - Can elect to change or stop contributions



Opting/Temp Bids



Article 41 of the National Agreement

- □PTFs can Opt on vacant assignments of 5 days or more
- **□** Awarded on basis of seniority
 - **❖** Full-time Reserve, UARs, & PTFs have preference (41.2.B.3 & 4)



Opting/Temp Bids (cont.)



Article 41 of the National Agreement (cont.)

- ☐ Works assignment until Regular returns/new Regular is assigned (Duration Clause)
- ☐ Entitled to work regular schedule/hours

^{*}Management cannot unilaterally change the N/S day



Opting/Temp Bids (cont.)



Article 41 of the National Agreement (cont.)

- □Can only be removed to provide FTR 8-hours
- □When converted to full-time can voluntarily end hold-down (Art. 41.1.A.7)
- □ Can request assignment to Carrier Technician temporary vacancies Article 25 now applies!



Layoff Protection



Article 6 – No Layoffs or Reduction in Force Provides security to <u>career</u> employees

- ☐ Original Arbitration Award from Arbitrator James J Healy
 - **❖** September 15, 1978
- ☐ PTFs are CAREER employees
- ☐ Once 6 years of <u>continuous</u> service is reached



Layoff Protection (cont.)



Article 6 – No Layoffs or Reduction in Force

- ☐ Must work at least 1 hour in at least 20 of 26 PP
- ☐ Absences from duty considered work:
 - Paid Leave, Military Leave, LWOP for Union Business, OWCP



Voluntary Transfers



Must serve a lock-in period in their current installation

- □Local Transfers (within current or adjacent District)
 ❖ 18 months



Voluntary Transfers (cont.)



- ☐ Fair Consideration When Evaluating Requests
 - "Normal Considerations"
 - Attendance
 - Work & Safety Record



Article 13 – Light Duty



PTFs who are unable to perform their normal duties as a result of non-work related illness or injury qualify to submit requests for Light Duty work. (Article 13.2.A)



Article 13 – Light Duty (cont.)



- ☐ Requests Must Be In Writing
- ☐ Medical Statement From Licensed MD
- ☐ Goes to Installation Head/Postmaster
- **LMOU Items 15, 16, 17***Keep copies of all documentation



Maximization



7.3.C

C. 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.

Article 7.3.C applies to all installations regardless of size M-01032



Maximization



Re: Maximization/Full-time Flexible - NALC

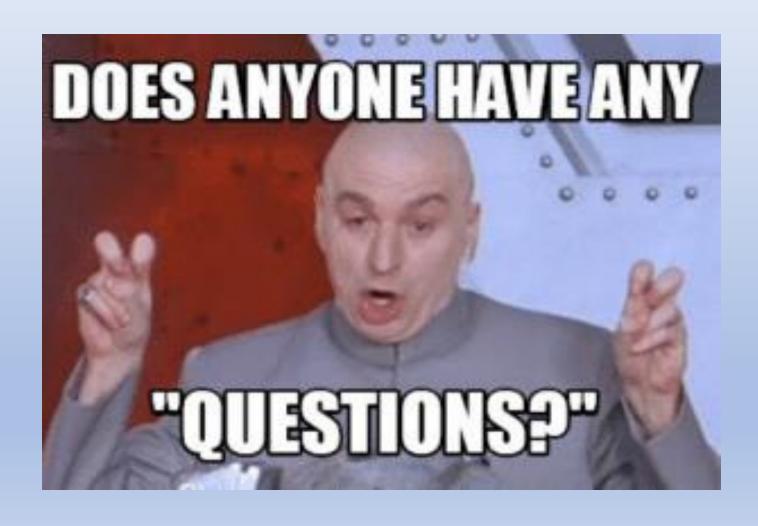
Where a part-time flexible has performed letter carrier duties in an installation at least 40 hours a week (8 within 9, or 8 within 10, as applicable), 5 days a week, over a period of 6 months (excluding the duration of seasonal periods on seasonal routes, defined in Article 41, Section 3.R of the National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



Questions?







Questions?







 Any questions call "The David Mudd".

• 586-997-9917 Office