

Contract Administration Unit

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PTF maximization

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

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

Article 7, Section 3.C states:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

in the performance of city letter carrier craft duties.

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

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

In Memoriam

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

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

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