

# Article 30: Local Implementation

The following 22 items are specified in Article 30, Section B, as items for local implementation:

1. Additional or longer wash-up periods.
2. The establishment of a regular work week of five days with either fixed or rotating days off.
3. Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.
4. Formulation of local leave program.
5. The duration of the choice vacation period(s).
6. The determination of the beginning day of an employee's vacation period.
7. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.
8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.
9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.
10. The issuance of official notices to each employee of the vacation schedule approved for such employee.
11. Determination of the date and means of notifying employees of the beginning of the new leave year.
12. The procedures for submission of applications for annual leave during other than the choice vacation period.
13. The method of selecting employees to work on a holiday.
14. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.
15. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.
16. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.
17. The identification of assignments that are to be considered light duty within each craft represented in the office.
18. The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section.
19. The assignment of employee parking spaces.
20. The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.
21. Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.
22. Local implementation of this Agreement relating to seniority, reassignments and posting.

## LMOU provisions inconsistent or in conflict with the National Agreement

The Postal Service often claims that some LMOU provisions are inconsistent or in conflict with the current National Agreement. Article 30, Section C, states in relevant part:

The parties may challenge a provision(s) of an LMOU as inconsistent or in conflict with the National Agreement only under the following circumstances:

1. Any LMOU provision(s) added or modified during one local implementation period may be challenged as inconsistent or in conflict with the National Agreement only during the local implementation period of the successor National Agreement.
2. At any time a provision(s) of an LMOU becomes inconsistent or in conflict as the result of a new or modified provision(s) of the National Agreement.
3. At any time a provision(s) of an LMOU becomes inconsistent or in conflict as the result of the amendment or modification of the National Agreement subsequent to the local implementation period.

Provisions inconsistent or in conflict with the National Agreement may be challenged only in the three circumstances quoted above. If the provision is inconsistent, it may be challenged only during local negotiations for the following National Agreement. So, if the provision makes it through one period of local negotiations, it cannot thereafter be challenged as being inconsistent or in conflict with the National Agreement.

# Article 8 and city delivery task forces

**T**he award issued by the arbitration board chaired by Arbitrator Shyam Das established several new joint task forces through new memoranda of understanding (MOUs) included in the 2011 National Agreement. Two of these MOUs, Re: Article 8 Task Force and Re: City Delivery Task Force, are designed to develop and test methods to improve on problem areas that letter carriers deal with directly every day on the workroom floor. These MOUs are printed below.

**We want your help. We have created idea sheets for both the Article 8 and city delivery task forces.** These idea sheets are available on the City Delivery page of the NALC website at [nalc.org](http://nalc.org).

We want to hear your thoughts or ideas about methods to test or ways to improve the overtime process, the work climate or the other areas mentioned in the MOUs. If you are interested in your delivery unit participating as a test site, we would like to know that, too.

Please mail the completed idea sheets to: National Association of Letter Carriers, c/o Director of City Delivery Lew Drass, 100 Indiana Ave. NW, Washington, DC 20001-2144.

## **MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO—Re: Article 8 Task Force**

The scheduling and administration of overtime is frequently a source of controversy and disputes between the parties. In an effort to address this issue, a national level Task Force will be established for the purpose of developing and evaluating improvements to the overtime process.

The Task Force will consist of four members appointed by the NALC and four members appointed by the Postal Service. The Task Force is authorized to test alternate methods of administering overtime.

The Task Force shall convene within 15 days of this agreement and will function for a period of one year, unless extended by mutual agreement. The Task Force will provide reports and recommendations to the NALC President and the Vice President, Labor Relations, or their designees on a quarterly basis.

If a test or any component of a test is deemed to be satisfactory, the parties will enter into agreements necessary to allow for implementation.

## **MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO—Re: City Delivery Task Force**

In the interest of increasing operational efficiency and improving relationships on the workroom floor, both parties recognize the need to adapt in order to accommodate

advances in technology and changes and in the types and volumes of mail. With the mutual understanding that the parties' respective Interests are best served through a cooperative effort, a Task Force will be established for the purpose of jointly seeking methods to improve the work environment, and examine and develop improved methods and procedures related to the city delivery function. At a minimum, the Task Force will:

- Jointly develop methods for eliminating or reducing conflicts between management and city letter carriers. Emphasis will be placed on disagreements over the amount of time an Individual city letter carrier needs to complete his/her daily assignment.
- Jointly explore the modification of current case configurations and work methods to identify more efficient techniques for handling residual and sequenced mail volumes.
- Jointly examine current casing standards and times for associated line items.
- Explore various combinations of office and street functions and other alternatives for structuring city carrier routes and for capturing undertime associated with variable daily workloads.

The Task Force is established the effective date of the 2011 National Agreement, and will consist of four members appointed by the NALC and four members appointed by the Postal Service. The Task Force is authorized to jointly test techniques directed to improving work relationships between city letter carriers and supervisors as well as alternate methods and procedures related to city delivery functions. These initiatives may be tested separately or in concert with each other, as jointly determined by the Task Force. The Task Force's guiding principles should be to improve the work climate and daily relationships on the workroom floor, and to increase operational efficiency in city delivery.

The Task Force shall convene within 15 days of the effective date of this Agreement and will function for the term of the 2011 National Agreement. Testing will commence no later than 45 days from the initial meeting. The Task Force will provide reports and recommendations no less frequently than on a quarterly basis to the NALC National President and the Postal Service Vice President, Labor Relations.

# Memorandum of Understanding Re: Part-time Flexible Opportunities

M-01808

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

**Re: Part-time Flexible Opportunities**

The parties agree to the following to help facilitate the elimination of the part-time flexible city letter carrier classification through conversion and/or voluntary reassignment to full-time duty assignments and the establishment of the city carrier assistant classification during the transitional employee phase out period:

1. A workgroup will be established at the national level for the purpose of developing and implementing a process to place part-time flexible city letter carriers into full-time city carrier residual vacancies that are not subject to a proper withholding order. The workgroup will function until April 10, 2013, unless the period is extended by mutual agreement of the national parties.
2. Until the workgroup determines a process for placement of part-time flexible city carriers, no full-time city carrier residual vacancies may be filled unless through conversion of part-time flexible city carriers in the same installation or through the Article 12 involuntary reassignment process.
3. During the term of this agreement no reassignments in the city carrier craft will be made between installations (except for mutual exchanges) or from other crafts, unless the reassignment is made through the Article 12 involuntary reassignment process or pursuant to paragraph 1, above.
4. This agreement does not alter or modify the procedures for temporarily filling vacant city letter carrier assignments through the hold-down process.

This agreement is effective the signature date until April 10, 2013, unless the period is extended by mutual agreement of the national parties. The agreement is reached without prejudice to the position of either party in this or any other matter and may only be cited to enforce its terms.

  
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Alan S. Moore  
Manager, Labor Relations  
Policy and Programs  
U.S. Postal Service

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

Date 3/19/13

# No Contract Talk for May 2013

# IMD Wireless—cell phone attachment

The Postal Service recently has introduced a cell phone attachment to the scanner that letter carriers use to provide near real-time scan information to customers. The following is the stand-up talk USPS is giving to letter carriers using this new cell phone attachment.

## IMD Wireless Introduction

In order to stay competitive in the parcel business and continue to grow its customer base, the Postal Service has introduced a new initiative that enables near real-time scanning and Global Positioning System (GPS) architecture. The program is called IMD Wireless and will pair the existing scanner (IMDAS) to a cell phone via Bluetooth technology. Pairing these devices will allow carriers to continue their scanning duties as usual while improving service level consistency. Here is a description of the simple activities that will need to be performed by the users. There also are passive activities that will occur which will also be described.

## Process

- Retrieve cell phone at the same time as IMDAS scanner.
- Begin with cell phone and IMDAS scanner in off position.
- Turn both cell phone and scanner on.
  - Wait for both to be full powered.
- Pair cell phone and IMDAS scanner.
  - At “User Type” screen on IMDAS (Figure 1: User Type), select either:
    - a.) Number 4 “On-Street motorized wireless” if a postal owned vehicle is used on the route.
    - b.) Number 5 “On-Street walking wireless” if there is no postal owned vehicle on the route.
  - The pairing is initiated by a scan of the BT Address Barcode on the cell phone (Figure 2: Barcode).
  - A successful pairing will be indicated by a screen on the IMDAS scanner (Figure 3: Successful Pairing).
- If the pairing is unsuccessful, return the cell phone to your supervisor.
  - Retrieve new cell phone and repeat the above steps.
- Once paired, the cell phone should be holstered and remain with the carrier for the rest of their day.
- Cell phones will be carried by employees at all times they are on the street performing delivery or pick-up duties.
- When you return to the office, follow locally established protocol for the return of scanners and cell phones to their designated areas. This enables:
  - Cradling for the device for charging.
  - Charging of the cell phone.

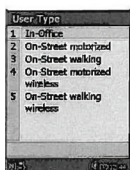


Figure 1: User Type

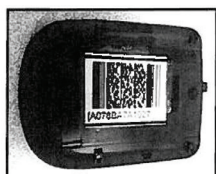


Figure 2: Successful Pairing

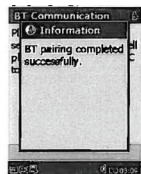


Figure 3: Successful Pairing

## Communication

- The cell phone will be used to transfer data from the IMDAS to USPS systems.
- The IMDAS is configured to transfer data automatically.
- IMDAS scanner will be unavailable during data transfer.
  - Availability depends on the amount of data transferred, but the time could be up to 90 seconds initially.
  - The IMDAS will inform you of the status of the device during the transmission activity (Figure 4: Upload).
- Carriers may see a prompt to make a choice to either commence data transfer, or postpone the transfer (Figure 5: Prompt).
  - If you see this prompt, it will be displayed over the current screen at the time of the automatic transfer attempt.
  - The purpose of the prompt is so that the carrier can postpone the transfer.
  - Choosing this option will postpone the prompt for two minutes.

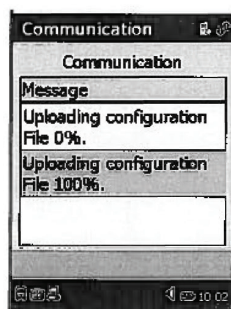


Figure 4: Upload

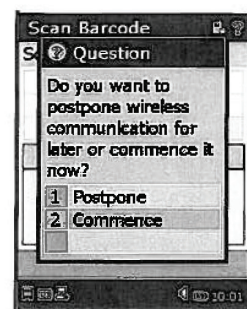


Figure 5: Prompt

- Carriers can also force a data transfer so that the prompt (and subsequent unavailability of scanner during transfer) does not interfere with other scans.
  - From the “On Street” menu, select Number 9, “Transmit data (Figure 6: Forced Transmission).”
  - This transmission process will begin automatically when selected.

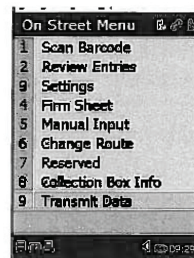


Figure 6: Forced Transmission

- Once the communication is finished, the IMDAS automatically displays the last screen before the transmission.

# M-01820—Article 8 Task Force Equitability Test

**T**he Das interest arbitration award established numerous task forces between the NALC and USPS. One such task force was put in place to find ways to simplify Article 8 rules. The goal is to reduce disputes.

On June 3, the Article 8 task force reached an agreement to test a new way of determining overtime equitability. The

test will run for one year in up to 22 districts around the country beginning in October. The parties are in the process of deciding which districts will take part in the test. For more information about the test, see Director of City Delivery Lew Drass' article on the previous page and the test agreement below.

M-01820

## Article 8 Task Force Equitability Test

Pursuant to the Memorandum of Understanding, Re: Article 8 Task Force, the parties agree to conduct a test focused on overtime equitability as provided below:

1. The test will operate in up to twenty-two Districts beginning October 1, 2013. Each Postal Service Area Vice President and each National Business Agent will select one District for participation in the test. All installations in the selected Districts will participate in this test.
2. All overtime worked and opportunities offered to employees on the overtime desired list, regardless of whether the overtime/opportunity was on or off the employee's own route, will count when determining overtime equitability for the quarter.
3. A cumulative total of overtime hours worked and overtime opportunities offered to each overtime desired list employee during the quarter will be posted each week.
4. There will be only two overtime lists, the overtime desired list (there will be no 10 or 12 hour preference) and the work assignment list.
5. Only overtime hours worked or offered in excess of eight hours on a day covered by a holiday schedule count towards equitability.
6. Testing will continue for a period of four consecutive quarters. Either of the national parties may elect to discontinue the test at the end of a given quarter, provided that thirty days advance notice is given to the other party.

This agreement is without prejudice to the position of either party in this or any other matter. The agreement may not be cited by either party in any forum unless it is for the purpose of enforcing the terms of the agreement.



Alan S. Moore  
Manager, Labor Relations  
Policy and Programs  
U.S. Postal Service



Lew Drass  
Director of City Delivery  
National Association of  
Letter Carriers, AFL-CIO

Date 6/3/13

# Article 8 Equitability Test updates

**B**elow is important information about Article 8 Equitability Test test provisions, selected districts and NALC contact information.

## Article 8 Equitability Test Provisions

**1.** The test will operate in up to 22 districts beginning Oct. 1. Each Postal Service area vice president and each national business agent will select one district for participation in the test. All installations in the selected districts will participate in this test.

**2.** All overtime worked and opportunities offered to employees on the overtime desired list, regardless of whether the overtime/opportunity was on or off the employee's own route, will count when determining over-

time equitability for the quarter.

**3.** A cumulative total of overtime hours worked and overtime opportunities offered to each Overtime Desired List employee during the quarter will be posted each week.

**4.** There will be only two overtime lists, the overtime desired list (there will be no 10- or 12-hour preference) and the work assignment list.

**5.** Only overtime hours worked or offered in excess of eight hours on a day covered by a holiday schedule count toward equitability.

**6.** Testing will continue for a period of four consecutive quarters. Either of the national parties may elect to discontinue the test at the end of a given quarter, provided that 30 days' advance notice is given to the other party.

## Article 8 Equitability Test Selected Districts and NALC Contact Information

Region	Area	District	NALC Contact	Phone
1	Pacific	San Diego	NBA Chris Jackson	714-750-2982
1	Pacific	Santa Ana	NBA Chris Jackson	714-750-2982
2	Western	Portland	NBA Paul Price	360-892-6545
3	Great Lakes	Central Illinois	RAA Tony Hutson	217-787-7850
4	Southern	Oklahoma	NBA Roger Bledsoe	281-540-5627
4	Western	Colorado Wyoming	NBA Roger Bledsoe	281-540-5627
5	Western	Central Plains	RAA Mike Birkett	314-872-0227
6	Great Lakes	Detroit	NBA Pat Carroll	586-997-9917
7	Great Lakes	Lakeland	NBA Chris Wittenburg	612-378-3035
7	Western	Northland	NBA Chris Wittenburg	612-378-3035
8	Eastern	Tennessee	RAA Monica Walker	256-828-8205
9	Cap Metro	Greensboro	RAA Jeff Siciunas	954-964-2116
9	Southern	North Florida	RAA Jeff Siciunas	954-964-2116
9	Southern	South Florida	RAA Jeff Siciunas	954-964-2116
10	Southern	Dallas	RAA Ken Claxton	281-540-5627
11	Eastern	Cincinnati	RAA Ron Adams	440-282-4340
11	Eastern	Northern Ohio	RAA Ron Adams	440-282-4340
12	Eastern	Central Pennsylvania	RAAs Dave Napadano & Ray McDonald	215-824-4826
13	Cap Metro	Baltimore	RAA Vada Preston	757-934-1017
14	Northeast	Northern New England	RAA Rick DiCecca	617-363-9299
15	Northeast	New York	RAA Orlando Gonzalez	212-868-0284

# Filling vacancies

**W**hen filling vacancies, there are many pieces to the puzzle. Listed below are all of the pieces that must fit together.

**The obligation to fill vacant full-time regular city letter carrier assignments** can be found in Article 7.3.A, which states:

7.3.A. The Employer will staff at least one full-time regular city letter carrier per one full-time regular city letter carrier route, as defined in Article 4.1.1.A.1, plus each Carrier Technician position; however, the Employer's obligation shall not exceed a ratio of 1.18 full-time regular city letter carriers per full-time city letter carrier routes. As long as part-time flexible employees remain on the rolls, the Employer shall staff all postal installations which have 200 or more workyears of employment in the regular work force as of the date of this Agreement with 88% fulltime employees in the letter carrier craft.

**The Postal Service has filed an interpretive dispute** regarding its obligation under Article 7.3.A above. In the case, the Service framed the issue as follows:

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

**The Das interest arbitration award contained the Memorandum of Understanding Re: Part-Time Flexible Conversions.** Under this MOU, the parties are directed to find ways to convert PTFs to FTR:

It is anticipated that during the term of the 2011 National Agreement, sufficient full-time duty assignments will become available through attrition to accommodate the conversion of part-time flexible employees currently on the rolls to full-time status. The parties recognize that there may be certain circumstances where conversion opportunities are not available for individual part time flexible employees. The parties will explore ways to provide full-time conversion opportunities to such employees.

**The Das award also included the following question and answer regarding PTF versus CCA conversions:**

**Q.** When there is an opportunity for conversion to career status in an installation and that installation has both part-time flexible and CCA employees available for conversion, who is converted?

**A:** The part-time flexible employees would be converted to full-time regular prior to conversion of the CCAs.

**The obligation to accepted transfers to vacant assignments** can be found in the Transfer Memo incorporated into the National Agreement. It is in Article 12.6, Transfer Memo, 1.B, which states in relevant part:

1.B. Installation heads will afford full consideration to all reassignment requests from employees in other geographical areas within the Postal Service. The requests will be considered in the order received consistent with the vacancies being filled and type of positions requested. Such requests from qualified employees, consistent with the provisions of this memorandum, will not be unreasonably denied. Local economic and unemployment conditions, as well as EEO factors, are valid concerns. When hiring from entrance registers is justified based on these local conditions, an attempt should be made to fill vacancies from both sources. Except in the most unusual of circumstances, if there are sufficient qualified applicants for reassignment at least one out of every four vacancies will be filled by granting requests for reassignment in all offices of 100 or more man-years if sufficient requests from qualified applicants have been received. In offices of less than 100 man-years a cumulative ratio of 1 out of 6 for the duration of the National Agreement will apply.

**The Postal Service has the obligation to keep dislocation and inconvenience to a minimum when reassigning excess employees,** as provided for in Article 12.4.A, which states:

12.4.A. 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.

**The obligation to withhold vacant positions for excess employees** can be found in Article 12.5.B.2, which states:

12.5.B.2. 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.



# CCA uniform allowance rules

**Article 26, Section 3 of the National Agreement** requires the Postal Service to provide CCAs with a uniform allowance. Currently, the annual uniform allowance is \$390. That amount will increase slightly effective on Nov. 21 of each year during the life of the National Agreement.

Unlike career letter carriers, who receive a credit card to use, CCAs receive their uniform allowance through a voucher system. There still are reports of confusion in the field about CCAs not receiving their uniform allowance in a timely manner. There was a series of jointly developed Q-and-A's regarding the uniform allowance for CCAs designed to help avoid this problem. They are part of M-01819 and many of them are reprinted below:

**41. When does a CCA become eligible for a uniform allowance?**

Upon completion of 90 work days or 120 calendar days of employment as a CCA, whichever comes first. CCAs who have previously satisfied the 90/120 day requirement as a transitional employee (with an appointment made after September 29, 2007), become eligible for a uniform allowance when they begin their first CCA appointment.

**42. What defines the anniversary date for the purpose of annual uniform allowance eligibility for a CCA?**

The calendar date the CCA initially becomes eligible for a uniform allowance.

**43. How is the uniform anniversary date determined for a CCA who is converted to career status?**

The employee retains the same anniversary date held as a CCA.

**44. How is a uniform allowance provided to a CCA?**

When a CCA becomes eligible for a uniform allowance, funds must be approved through an eBuy submission by local management. After approval, a Letter of Authorization form must be completed and provided to the employee within 14 days of the eligibility date. The CCA takes the completed form to a USPS authorized vendor to purchase uniform items. The Letter of Authorization can be located on the Uniform Program website on the Blue Page under Labor Relations.

**45. How are uniform items purchased?**

Uniform items can only be purchased from USPS licensed vendors. A list of all authorized Postal Service Uniform vendors is located under the Labor Relations website: Uniform Program from the Blue Page and also on Liteblue under My HR, and look for the link for Uniform Program.

**46. How does a licensed uniform vendor receive payment for uniform items purchased by a CCA?**

The licensed vendor creates an itemized invoice of the sale, provides a copy of the invoice to the CCA, and sends the original invoice for payment to the local manager identified on the Letter of Authorization. Upon receipt, the local

manager certifies the invoice and pays the vendor using the office Smartpay card.

**47. If a CCA does not use the full allowance before his/her appointment ends, does the allowance carry-over into the next appointment when the appointment begins before the next uniform anniversary date?**

Yes, however, the CCA cannot purchase uniform items during his/her five calendar day break between appointments. If the full annual uniform allowance is not used before the next anniversary date, the remaining balance for that year is forfeited.

**50. Will CCAs receive the additional credit authorized under Article 26.2.B with their first uniform allowance following conversion to career status?**

Yes.

**Where it is necessary, here is the process the Postal Service has developed for supervisors and managers to order your uniforms online:**

- **Step 1:** Local management submits an eBuy2 for funds approval for CCA uniform allowance in the amount of \$390.
- **Step 2:** CCA employee provides local management with his/her order of uniform items. CCAs are not permitted to place online or mail orders.
- **Step 3:** Local management makes the purchase online from a USPS authorized vendor using the office Smartpay Purchase Card. **Note:** Effective Oct. 1, the PS Form 8230 - Authorization for Payment method will become obsolete and will no longer be accepted for the local purchase of goods and services. To find out how to obtain a purchase card, please go to the following Blue Page site: <http://blue.usps.gov/purchase/operations/ops/impachome.htm> or contact the Purchasing Shared Services Center (PSSC) at 877-293-2410.
- **Step 4.** Local management retains a copy of the itemized invoice or order confirmation e-mail from the vendor.
- **Step 5.** CCAs are required to confirm receipt of orders to local management.

If you are a CCA who has met the 90-workday/120-calendar-day requirement and you haven't been provided a letter of authorization within 14 days of reaching the requirement, request to see your shop steward about the matter. If you run into a uniform vendor who refuses to accept your authorization letter to purchase uniforms, please contact Director of Life Insurance Myra Warren at NALC Headquarters. Myra serves on the National Uniform Committee and will be happy to try to assist you.

# Minor route adjustments

**W**hen there is no joint route adjustment process in place, the Postal Service has two options when it intends to adjust city letter carrier routes. Both of these options can be found in the *M-39 Management of Delivery Services* handbook. They are a Full Mail Count and Inspection (*M-39*, Chapter 2) and the Minor Adjustment Process (*M-39*, Section 141). A full six-day route count and inspection has been the topic of many articles and publications over the years. In this month's Contract Talk, we will discuss the minor adjustment process.

Management has an obligation to keep city delivery routes in proper adjustment throughout the year. This obligation and its ability to use the minor adjustment process to meet this obligation can be found in *M-39*, Section 141.111. It states:

The routes must be maintained in reasonable adjustment throughout the year. In order to fulfill this requirement, local managers may find it necessary to make minor route adjustments, to provide relief, add deliveries, capture undertime, etc.

Management must plan in advance for the minor adjustment to meet specific time frames laid out in the *M-39*. It also must notify the local union as far in advance as possible of their intent to conduct a minor adjustment and consult with the carriers involved. *M-39*, Section 141.117, states:

## Advance Preparation

Prior to making any minor adjustment on a unit wide basis, management must notify the local union as far in advance as possible. Any proposed adjustments must be placed in effect within 45 calendar days after the end of the adjustment consultation with the carriers involved and changes should not be made between the period November 15 and January 1. Exceptions must be approved by the district manager.

If managers are planning to conduct a minor adjustment, they should carefully review many forms or the electronic equivalent.

*M-39*, Section 141.18, states:

## Preliminary Planning

Management should carefully review and analyze street management records; PS Form 3997 or electronic equivalent from a nationally approved computer system that provides equivalent information; PS Form 1813, Late Leaving and Returning Report — First Carrier Delivery Trip; PS Form 3996, Carrier-Auxiliary Control; PS Form 1571, Undelivered Mail Report; PS Form 3921, Volume Recording Worksheet; PS Form 3921-A, Daily Delivery Unit Volume Worksheet (Continuation); and carrier timecards. The manager using PS Form 1840, Carrier Delivery Route — Summary of Count and

Inspection, should prepare a Summary of Minor Adjustments Worksheet for each route. The summary should contain the Post Office name, ZIP Code, delivery unit name, route number, carrier's name, ID number, age, length of service, length of service on route, route designation, number of trips, type of route, type of vehicle used on route, and other appropriate information as indicated in exhibit 141.18.

Section 141.19 explains the formula for making minor adjustments. This section also makes it clear that to use the minor adjustment process to adjust routes, there *must be reasonably current count and inspection data* (*M-39*, chapter 2) *and the same carrier must be serving the route*. Section 141.19 states in part:

## Formula for Making Minor Adjustments

A simple formula for making minor adjustments, without mail counts and inspection, may be made in the following manner if the previous count and inspection data is reasonably current and the same carrier is serving the route being considered...

The subsections of 141.19 explain the calculations that are made to determine office and street time values in the adjustment process. These calculations refer to the "most

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**“A simple formula for making minor adjustments may be made if the previous count and inspection data is reasonably current and the same carrier is serving the route.”**

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recent” 1840 and 3999. Actual times are to be used in many instances for the line items when determining office time; therefore, there should be no confusion that the 1840 must be from a full six-day route count and inspection.

Adjustments made to city letter carrier routes, whether it is an addition or relief, using the minor adjustment process must follow the same procedures as if a full *M-39*, Chapter 2, six-day mail count and inspection had taken place. *M-39*, Section 141.19.g states:

g. Adjustment Procedures. Adjustments should be made as outlined in 243.2.

After any adjustments are made using the minor adjustment process are in place, the routes must be evaluated to determine if the adjustments were proper. The procedure for this evaluation is the same as after a full six-day mail count and inspection. *M-39*, Section 141.19.i states:

i. Evaluation of Adjustments. The adjustments should be evaluated as outlined in 243.6.

# MOUs you should know

**T**he three memoranda of understanding (MOUs) printed below concern the probationary period for CCAs who are converted to career status and the hiring of holiday carrier assistants. Two of the MOUs are from the Das award, and the third, M-01826, was signed by President Rolando on Oct. 22.

## **MOU RE: Article 12.1 – Probationary Period (Das Award)**

City carrier assistants who successfully complete at least two successive 360 day terms after the date of this agreement will not serve a probationary period when hired for a career appointment, provided such career appointment directly follows a city carrier assistant appointment.

## **MOU Re: Additional Resources – Holiday Carrier Assistant (Das Award)**

The Postal Service may employ holiday carrier assistants during the four week December period as operationally necessary, effective December 2014.

Holiday carrier assistants are subject to the following:

- The hourly rate will be the same as that for City Carrier Assistants.
- Over the course of a service week, the Employer will make every effort to ensure that available city carrier assistants are utilized at the straight-time rate prior to assigning such work to holiday carrier assistants working in the same work location.
- When an opportunity exists for overtime full-time employees on the appropriate Overtime Desired List will be selected to perform such work prior to assigning holiday carrier assistants to work overtime in the same work location where the employees regularly work.

The Postal Service shall provide the NALC with reports on the number of holiday carrier assistants hired.

## **MOU Re: Sunday Delivery – City Carrier Assistant Staffing (M-01826)**

The parties recognize the importance of successfully implementing and expanding Sunday parcel delivery service, which is scheduled to begin testing in approximately 900 delivery zones on November 10, 2013. The parties also agree that during the test, the most cost-effective resource for this service would be the use of city carrier assistants (CCAs) without increasing the rate of overtime usage.

Many CCA resources are being used to temporarily fill full-time regular residual vacancies. Pursuant to the August 30, 2013 Memorandum of Understanding Re: Residual Vacancies - City Letter Carrier Craft, the parties are in the process of permanently filling residual vacancies by as-

signment of unassigned regulars, conversion of part-time flexible employees to full-time regular status, acceptance of transfer requests and conversion of CCAs to full-time regular career status.

During implementation of the Memorandum of Understanding Re: Residual Vacancies - City Letter Carrier Craft, the national parties may find it necessary to temporarily exceed the CCA caps in Article 7.1.C of the National Agreement when implementing the process outlined therein. Additionally, the parties recognize that additional CCAs may be needed in order to perform Sunday parcel delivery in a cost effective manner during the test.

The national parties will meet on a weekly basis to monitor implementation of the Memorandum of Understanding Re: Residual Vacancies - City Letter Carrier Craft and the Sunday parcel delivery test. These meetings will include discussion of the authorization of any CCAs (by District) that are deemed necessary as indicated above. If, as a result of these weekly meetings, there is a disagreement over increased CCA resources, that matter will be referred to the NALC National President and the Vice President, Labor Relations for discussion and resolution. In the event there remains a disagreement over additional CCA staffing, the District(s) at issue will reduce its CCA complement to conform to the provisions of Article 7.1.C of the National Agreement.

Additionally, the parties agree that the Postal Service may, effective calendar year 2013, employ holiday carrier assistants provided for in the Memorandum of Understanding Re: Additional Resources - Holiday Carrier Assistant during the four week December period as operationally necessary.

City carrier assistants converted to full-time regular career status during the term of this agreement will not serve a probationary period when hired for a career appointment provided the employee successfully served as a city carrier transitional employee directly before his/her initial CCA appointment.

This agreement is effective from the date of signature until March 31, 2014, unless extended by mutual agreement of the parties. However, either party may terminate this agreement earlier by providing 30 days written notice to the other party.

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