



JCAM 2005

As indicated in my last article, the printing and distribution of the new November 2005 *JCAM* should now be close to completion. The following represents references to the pages containing the significant changes.

Pages 7-3 and 7-4: APWU or NPMHU casuals who will be assigned to perform duties in the city letter carrier craft must not only be so designated when hired, but they must also meet the circumstances listed in the "Downes Memorandum." (See 7.1.B.1.)

Page 8-2: Articles 8.1 and 8.2 apply to PTRs, except that their regular schedule may be less than 8/40. PTR assignments may not be created with six-day schedules.

Page 8-11: Full-time flexible carriers will not be moved to another overtime section solely to circumvent overtime equitability.

Page 8-17: The maximum hours a part-time employee can work is governed by the *ELM* 432.32. The 12/60 hour limitations are inclusive of all hours, including any type of leave. How hours worked on a holiday when holiday leave is also paid is credited toward the 12/60 limitations.

Page 8-24: When negotiating LMOU provisions that provide wash-up time to all employees, the parties must consider whether they perform any dirty work or are exposed to toxic materials, and the parties are free to define the employees who satisfy those conditions.

Pages 10-4 and 10-10: Explains the difference between a 27 pay period calendar year and a 27 pay period leave year, and that additional annual/sick leave is credited in 27 pay period leave years.

Page 10-4: Reference to the Management Instruction, which sets forth the policy guidelines and standard procedures for administering the Annual Leave Sharing Program.

Page 10-10: While Attendance Control Supervisors may ask certain questions necessary to make FMLA determinations and to determine whether the absence is due to an on-the-job injury or for a condition which requires *ELM* 865 return-to-work procedures, they may not otherwise require employees to describe the nature of their illness/injury.

Page 10-20: FMLA—If the medical opinion of an employee's health care provider is different from a second medical opinion of a health care provider designated and paid for by the Postal Service, the original opinion is binding. The Postal Service may require a third opinion, but it is their responsibility to determine whether one is required. The third opinion provider is jointly designated by management and

the employee, but paid for by the Postal Service. The third medical opinion is final.

Pages 12-17 and 41-25: Employees designated to be excessed continue to have bidding rights in their section/installation until the excessing actually occurs. If the effective date of the excessing is prior to the closing date of the posting, the bid is void.

Page 12-18: When a grievance is filed on excessing, it normally isn't necessary to file separate grievances concerning the notice and the actual excessing, and no procedural arguments should be made regarding which excessing activity is grieved.

Page 15-6: Grievances concerning proposed removal actions subject to the 30-day notice in 16.5 will be held at Formal A until the decision letter is issued. The employee will remain on the job or on the clock consistent with the DRP memo. Rather than file a separate grievance on the decision letter, the union may make additions to the proposed removal file at either Step A or B.

Page 15-7: Information brought forth at either informal or formal Step A and properly included in the 8190/case file is incorporated in the Step B decision, and may be cited in arbitration.

Page 15-8: Precedent for a Step B decision means that the decision is relied upon in dealing with subsequent similar cases to avoid the repetition of disputes on similar issues that have been previously decided in that installation.

Page 15-17: Either party may place a case on hold pursuant to 15.4.B.5 at any point prior to an arbitrator issuing a written decision.

Page 16-10: References national arbitration award on "review of discipline."

Page 16-12: Reference to national pre-arb on the retention and disposal of discipline records.

Page 17-3: Representatives certified by the union pursuant to 17.2.D may be anyone who is not on the employer's official time.

Page 21-2: Employees called to active duty may be eligible for full payment of FEHBP and FEGLI premiums by the Postal Service.

Page 25-2: Employees detailed to carrier technician positions are entitled to higher level pay for any work performed. Duration of Article 25 detail is also defined.

Page 41-24: Explanation of the national arb award regarding application of 41.3.O for route changes of greater than 50 percent. ☒