

2021 *JCAM* changes, Part 3



**Lew
Drass**

We will pick up where we left off last month and begin with Article 10:

Article 10

Page 10-2

New employees earn annual leave but are not credited with the leave and may not take it prior to completing 90 days of continuous employment (*ELM* Section 512.313(b)). **The 2019 National Agreement established that CCAs converted to career status after at least 90 days of continuous service as a CCA are exempt from this rule.**

CCAs are not subject to the rule in *ELM* Section 512.313(b).

This *JCAM* explanation makes two points:

1. City carrier assistants (CCAs) no longer have a waiting period to be able to take annual leave after being converted to career status unless they are converted less than 90 days after their initial appointment.
2. CCAs do not have a waiting period to be able to take earned annual leave.

Page 10-6

The modified memorandum removed the geographic restriction in cases where the donating employee and the receiving employee are members of the same family (son or daughter, parent, and spouse as defined in the *ELM* Section 515.2). **The parties agreed to further modify the Leave Sharing MOU to allow employees to be eligible to receive donated leave to care for a child born to or placed for adoption with the employee within the twelve months prior to taking leave.**

This language acknowledges the change to the Memorandum of Understanding (MOU) Re: Leave Sharing.

Article 11

Page 11-2

An employee who works on a holiday (except Christmas Day) or day designated as their holiday will be paid at the base straight-time rate for each hour worked, up to eight. **Effective with the 2021 Independence Day holiday, employees who work their holiday or day designated as their holiday, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave in lieu of holiday leave pay.** Overtime is paid for work in excess of eight hours **on a holiday or designated holiday** (*ELM* Section 434.53(a)). **This is true whether or not an employee elects to have their annual leave balance credited with up to eight (8) hours of annual leave in lieu of holiday leave pay.**

This language acknowledges our new right to have up to eight hours added to our annual leave balance in lieu of receiving holiday leave pay, and makes it clear that this option is available for work performed on an actual holiday or a day designated as a holiday.

Page 11-5

Full-time employees who are scheduled after the Tuesday deadline to replace a properly scheduled CCA who calls in sick or is otherwise unable to work are also eligible for holiday scheduling premium.

M-00150 states that when a full-time employee is scheduled on the holiday schedule after the Tuesday deadline to replace a properly scheduled part-time flexible (PTF) who is unable to work for some reason, the full-time employee is eligible for holiday scheduling premium. The new *JCAM* language recognizes that this rule also applies when a CCA is unable to work.

Article 12

Page 12-15

Prearbitration Settlement, Q06N-4Q-C 11084998, January 22, 2015, M-01852 is listed as a new bullet regarding withholding rules. This settlement resolves the question of what happens when a PTF meets the maximization criteria to be promoted to full-time flexible in an installation that is properly under withholding.

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.

This language recognizes the change of the notice period required for excessing full-time and PTF letter carriers and/or involuntarily loaning PTFs within the commuting distance (50 miles) from 60 days to 30 days. This also recognizes the fact that, unlike CCAs, PTFs cannot be involuntarily loaned to another installation without proper notice.

Page 12-19

National Arbitrator Goldberg held in Q10C-4Q-C 12265307, June 24, 2014 (C-31339) that when the Postal Service intends to reassign an excessed employee to a position across craft lines under the provisions of Article 12, it must determine, prior to the actual reassignment, that the employee meets the minimum qualifications for that position, including the physical requirements.

The parties also agree that when excessing bargaining unit employees from other crafts into city letter carrier positions pursuant to Article 12, any driver testing/licensing requirements contained in the city letter carrier qualification standards must be met prior to reassignment. (Prearbitration Settlement, Q06N-4Q-C 81135613, March 16, 2016, M-01871).

This language acknowledges that employees from other crafts must meet the physical and driver testing/license requirements before being excessed into the letter carrier craft.

Page 12-24

Those provisions of the Memorandum of Understanding Re: Delivery Unit Optimization that applied to TEs also apply to CCAs.

Page 12-34

This Section applies when the Postal Service needs to reduce the number of employees in an installation more rapidly than is possible through normal attrition. Before excessing the Postal Service must seek to minimize the impact on regular work force employees as follows:

Casuals...

CCAs...

PTF Hours...

Overtime Hours. This section requires that management must “to the extent possible, minimize the impact on full-time positions by reducing overtime” prior to excessing employees.

This section lists the steps that management must take before excessing letter carriers. This language makes management’s recognized obligations (when it comes to reducing overtime) much clearer than the previous *JCAM* language.

Article 13

Page 13-10

Limited duty work is further addressed in Article 21.4 of the National Agreement. (See *JCAM* pages 21-4 through 21-6.)

All of the limited duty language that is no longer in Article 13 was moved to Article 21.

Article 15

Page 15-4

When appealing a grievance to Formal Step A, day one is the day following the receipt of the supervisor’s oral decision. In appealing any grievance beyond Informal Step A, a union representative has until the last day to **send** the appeal. Thus, the appeal must be **sent (if faxed or e-mailed), postmarked (if mailed), or received (if hand-delivered)**, on **or before** the seventh day following the Informal Step A decision (for example, on the tenth if the decision is received on the third). To avoid problems union representatives should not wait until the last day.

This amended language expands the methods that the union can use to appeal a grievance from Informal Step A to Formal Step A in an effort to modernize the appeal process and eliminate many of the disputes that arise over this part of the grievance procedure.

Page 15-6

Resolutions and withdrawals at Formal Step A do not establish a precedent unless the parties specifically agree otherwise **or develop an agreement to dispose of future similar or related problems.**

This amended language recognizes the actual contract language from Article 15.2 Formal Step A (e) in the *JCAM* explanation.

Page 15-8

The Step B teams must give priority to considering and deciding removal, **then 16.7, then 16.6** cases.

Grievances at Step B are normally heard and decisions handed down in the order they are received with the exception of removal cases. Removals go to the top of the stack. This amended language establishes priority consideration for emergency and indefinite suspension cases after removal cases.

Page 15-14 and again at 15-18

If one party’s representative decides to close orally, the other party’s representative will not be excluded from the hearing during closing arguments. **When filing post-hearing briefs, at the time either party files its brief, a copy must be sent to the other party. The party who orally**

(continued on next page)

2021 *JCAM* changes (continued)

closes, at its discretion, may request leave from the arbitrator at the arbitration hearing to file a reply brief when they receive the other party's brief (Prearbitration Settlement, G94N-4G-D 96088399, May 21, 1998, M-01315). **A copy of the reply brief must be sent to the other party when it is sent to the arbitrator.**

This is for arbitration advocates. The amended language sets the rules for both parties when one party decides to close orally and the other party decides to file a brief (written closing), including the right to request leave at the hearing from the arbitrator to file a rebuttal brief should the need arise.

Page 15-19

The decisions of an expedited arbitrator are final and binding. However, they **do not set precedent and may only be cited to enforce their terms.**

This language recognizes that expedited arbitration awards may be cited to enforce their terms.

Article 16

Page 16-9

The same Article 16.7 provisions that apply to career letter carriers apply to CCAs as shown in Appendix B, 3. Other Provisions, Section E. Article 16 – Discipline Procedure.

This language acknowledges that CCAs have the same rights under Article 16.7 as career letter carriers.

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.

This new language acknowledges that discipline issued to a CCA cannot be considered or cited after the CCA converts to a PTF or full-time career letter carrier.

Page 21-6

An exception to the prohibition on dual MSPB-Grievance filing occurs where a compensably injured employee (whether a veterans preference employee or not) appeals to the MSPB a failure of the Postal Service to restore him/her to limited or full duty in accordance with 5 USC 8151(b) and Title 5 CFR, Part 353. In this circumstance, there is no bar to pursuing a grievance to arbitration and through MSPB simultaneously.

This new language does not change anything. It just recognizes existing law.

Page 41-14

However, the employee may voluntarily choose to end the hold-down at any time and assume the new assignment under this circumstance.

This new sentence incorporates changes in the 2016 and 2019 National Agreements into *JCAM* language.

The online version of the *JCAM* has links set up for all items in the table of contents and the index in an effort to save you time when you are looking for something.

I hope that you found this series useful.

When an active letter carrier dies...

- Notify the employee's immediate supervisor, postmaster and Human Resources Shared Service Center (HRSSC) at 877-477-3273. HRSSC will advise about any benefits payable, and how to apply for them. It will provide and render assistance in completing the application for death benefits under the employee's retirement system, as well as the claim for death benefits—Federal Employees' Group Life Insurance (FEGLI) and claim for unpaid compensation.
- Notify the Thrift Savings Plan (TSP) at 877-968-3778.
- Notify the letter carrier's NALC branch.
- If the employee was a veteran, notify Veterans Affairs at 800-827-1000.
- Call the Social Security Administration at 800-772-1213.
- Notify banks and other financial institutions.
- Notify insurance companies (life, health, home, automobile, etc.). If the employee had a policy with NALC's Mutual Benefit Association (MBA), call 202-638-4318 or write to: MBA, 100 Indiana Ave. NW, Washington, DC 20001-2144.
- If the employee had health insurance through the NALC Health Benefit Plan, call 888-636-6252. If the employee had health insurance through a different Federal Employees Health Benefits (FEHB) plan, call the number on the back of the insurance card. Health insurance coverage for a surviving spouse and dependent children continues automatically if the employee had family coverage at the time of death and if a monthly survivor annuity is payable.
- Obtain a sufficient number of death certificates for your needs from the mortuary.