M-01827 and M-01828

he NALC and USPS reached agreement on two new memoranda of understanding. They were signed on Dec. 4 and 5, respectively.

The first MOU (M-01827) puts in place rules for the temporary loaning of city carrier assistants from one installation to another. Here is the complete text:

Re: City Carrier Assistants - Temporary Assignments to Other Post Offices

The parties agree to the following regarding the temporary assignment of city carrier assistants (CCAs) outside their employing post office (installation) to another post office (installation):

- CCAs will normally work in their employing post office but may be assigned to work in another post office in the local travel area (Handbook F-15, Section 7-1.1.1.1) within the same district on an occasional basis (the assignment may be for a partial day or several consecutive days, depending on local circumstances). Sunday CCA work assignments are not subject to the occasional basis limitation.
- 2. Temporary assignments must otherwise be consistent with the National Agreement (e.g. assigning CCAs to work outside their employing office may not violate Article 7.1.C.4 in the temporary office or the letter carrier paragraph in the employing office).
- Management will schedule CCAs to work in other post offices in advance of the reporting date whenever practicable.
- When the need arises to temporarily assign CCAs outside their employing post office, management will, to the extent practicable, use volunteer CCAs from the delivery unit providing assistance as long as the volunteers will be in a similar pay status (e.g. straighttime rate, regular overtime rate, penalty overtime rate). If sufficient volunteers are not found, CCAs from the delivery unit providing assistance will be temporarily assigned to the other installation in reverse relative standing order whenever practicable as long as the junior CCAs are in a similar pay status.
- CCAs who are required or volunteer to work outside their employing office may receive payment for mileage for the difference between their residence and employing office provided the difference is greater (Handbook F-15, Section 7-1.1.1.2.d).

The procedures outlined above are effective on December 7, 2013; however, either party may terminate this agreement 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.

The second MOU (M-01828) allows the local parties the opportunity to develop a process to allow employees who transfer into an installation, are converted from PTF to full-time status, or converted from CCA to full-time career status during the quarter to sign the overtime desired list or work assignment overtime list. This MOU will expire on March 31 unless it is extended by mutual agreement of the national parties.

The complete text of this MOU follows:

Re: Signing Overtime Lists

The parties agree to the following regarding employees transferred from another installation or part-time flexible city letter carriers and city carrier assistants who become full-time regulars in the installation following the two week period for signing the overtime lists (Article 8.5.A):

The installation head and branch president or their designees may mutually elect to develop a process that allows employees who transfer from another installation or are converted to full-time following the signup period to place their names on either the overtime desired list or work assignment list.

"M-01828 allows the local parties the opportunity to develop a process to allow employees who transfer into an installation, are converted from PTF to full-time status, or converted from CCA to full-time career status during the quarter to sign the overtime desired list or work assignment overtime list."

Local procedures agreed to pursuant to this agreement will remain in effect through the term of this memorandum.

This agreement is effective from the date of signature until March 31, 2014, unless extended by mutual agreement of the national 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.

This MOU does not mandate the local parties to reach an agreement. It only provides the parties at the local level an opportunity to negotiate and reach a local resolution.

Article 8 equitability test surveys

n Oct. 1, 2013, USPS and NALC began a joint test focused on a new way to calculate overtime equitability. This test is expected to last for one year and is being conducted in every office within 22 selected districts across the country.

To monitor test results, the Article 8 task force has agreed to a series of short surveys that are to be *jointly completed* by NALC and USPS representatives in each office participating in the test.

Branch presidents from the districts being surveyed will receive the surveys from their NBA office. They will be asked to distribute them to the NALC representative in each office under their jurisdiction that is being surveyed.

The USPS district contacts will receive the same surveys from the area manager of labor relations and will be asked to distribute them to the USPS representatives in each office being surveyed.

The surveys are being distributed separately so that they will have a better chance of reaching the parties in each office.

The first survey (Survey 1) addresses the issue of quarterly overtime equitability in the office before the test began. The second survey (Survey 2) is designed to determine if you are participating in the test and, if so, the impact of the test in your office. The first two surveys are reprinted below.

The 22 districts were divided into two groups. Each group will receive the surveys after the end of alternating overtime quarters. The districts in Group 1 listed below should already have received the first two surveys and will receive another survey in July. If you are in one of these districts and you have not received the two surveys by now, or are having trouble getting management to complete the surveys with you, please contact your branch president or NBA's office as appropriate for assistance.

Group 1 districts are Greensboro, Baltimore, Tennessee, Cincinnati, Northern Ohio, Central Pennsylvania, Central Illinois, Detroit, Lakeland, San Diego and Santa Ana.

The completed surveys should be mailed to: Lew Drass, Director of City Delivery, c/o NALC, 100 Indiana Ave. NW, Washington, DC 20001-2144.

Here are what the surveys look like:

ARTICLE 8 EQUITABILITY TEST SURVEY 1

- 1) Prior to the test, how often was the overtime hours and opportunities tracking sheet posted in your office?
- 2) Before this test began, did your office use the "hour is an hour" concept meaning all overtime hours worked on and off assignment count toward quarterly overtime equitability?
- ___Yes ___No 3) Prior to the test, did carriers have a 10 or 12 hour preference when signing the OTDL in your office?

,	Yes	Nο

 4) How many "Quarterly Overtime Equitability" grievances
did your office have in calendar year 2012? (enter x for the
appropriate number)

__0 __1 __2 __3 __4 5) Please indicate at which step of the Dispute Resolution Process each grievance was settled in 2012. (place the number of settlements at the appropriate step)

___ Informal Step A ___ Formal Step A ___ Step B ___ Arbitration

6) How many "Quarterly Overtime Equitability" grievances did your office have in the first three quarters of calendar year 2013? (enter x for the appropriate number)

___0 ___1 ___2 ___3

7) Please indicate at which step of the Dispute Resolution Process each grievance was settled in 2013. (place the number of settlements at the appropriate step)

___ Informal Step A ___ Formal Step A ___ Step B ___ Arbitration

ARTICLE 8 EQUITABILITY TEST SURVEY 2

1) Are you using the "hour is an hour" concept, meaning all overtime hours worked on and off assignment, count toward quarterly overtime equitability in your office?

____ Yes ____ No

2) Have you eliminated the 10 or 12 hour preference when signing the OTDL in your office?

____Yes ____ No

3) Are you posting the OTDL hours and opportunities tracking sheet at least weekly?

____ Yes ____ No

4) Do you jointly review and discuss the posted overtime hours and opportunities?

___ Yes ___ No If so, how often? __

5) Do you find the "hour is an hour" concept makes it easier to equitably administer overtime?

Yes ___ No

6) Do you find the "hour is an hour" concept makes it easier to calculate overtime equitability?

____ Yes ____ No

7) Did your office have a "Quarterly Overtime Equitability" grievance in the 4th quarter of calendar 2013?

___ Yes ___ No

PLEASE PROVIDE US WITH IDEAS YOU BOTH BELIEVE WILL HELP IMPROVE THIS PROCESS. ____

The districts in Group 2 are Northern New England, New York, Westchester, Oklahoma, Gulf Atlantic (formally North Florida), South Florida, Dallas, Portland, Colorado—Wyoming, Central Plains and Northland. Those of you in these districts will receive will receive the same surveys as shown above in April and October.

Thanks in advance to all of you for participating in the surveys.

Determining seniority when CCAs are converted to full-time career status

n March 6, the national parties agreed to additional questions and answers concerning the 2011 National Agreement. The updated questions and answers have been assigned NALC Materials Reference System number M-01833, which is available on the NALC website at nalc.org/depart/cau/step4mrs. html. The updated document includes the following question and answer to address resolving ties in seniority when two or more CCAs are converted to fulltime career status in an installation on the same day. An explanation follows.

62. How is a tie addressed when more than one employee is placed in full-time career city letter carrier duty assignments in an installation on the same date through either transfer/reassignment or CCA conversion to full-time?

Placement on the seniority list is determined by the following:

- If two or more full-time career assignments in an individual installation are filled on the same date by only CCAs, placement on the career city letter carrier craft seniority list will be determined based on the relative standing in the installation.
- When two or more full-time career assignments in an individual installation are filled on the same date by only career employees through reassignment/transfer, placement on the city carrier craft seniority list will be determined by application of Article 41.2.B.7 of the National Agreement, as appropriate.
- Current career employees will normally be placed ahead of CCAs on the seniority list when two or more full-time career assignments are being filled in an individual installation on the same date from both reassigned/transferred and CCA employees. An exception may occur when the CCA(s) with the highest relative standing has previous career service. In such case the CCA(s) will be placed ahead of the career employee only if he/she is determined to be senior to the transferred/reassigned employee by application of Article 41.2.B.7 of the National Agreement. In no case will a CCA with lower relative standing be placed on the seniority list ahead of a CCA with higher relative standing who is converted to career on the same date in the installation.

The above question addresses seniority tie-breakers when CCAs are converted to full-time career status on the same day. It is relatively simple in most circumstances. When multiple CCAs are converted to full-time career status in an installation on the same day, placement on the seniority list is determined by their relative standing in the installation at the time of the conversion.

At times, determining seniority becomes a bit more complicated when a career employee transfers into an installation on the same day as one or more CCAs are converted to full-time career status. By virtue of Article 41.2.B.7, the transferring employee will normally be senior to the CCA(s).

An exception occurs when the CCA with the highest relative standing has previous career service and is determined to be senior to the transferring employee after applying the provisions of Article 41.2.B.7. In this case, the transferring career employee is slotted in behind the CCA with the highest relative standing. If, by chance, the top two CCAs in relative standing both have previous career service and are determined to be senior to the transferring career employee, the transferring career employee is slotted in behind the top two CCAs in relative standing.

"When multiple CCAs are converted to full-time career status in an installation on the same day, placement on the seniority list is determined by their relative standing in the installation at the time of the conversion."

It is important to note that if the CCA with the highest relative standing being converted to full-time career status does not have previous career service, the transferring career employee will always be senior to the CCAs being converted on the same day. The CCAs will then fall in line behind the transferring employee based on their relative standing in the installation at the time of conversion.

MOU Re: Full-time Regular Opportunities – City Letter Carrier Craft

n March 31, the national parties agreed to extend the term of the MOU Re: Residual Vacancies - City Letter Carrier Craft (M-01824) through May 31. On June 1, the new provisions of the MOU Re: Full-time

Regular Opportunities – City Letter Carrier Craft (M-01834) will take effect. The new MOU that will begin June 1 is designed to:

- Continue to reduce the number of PTFs.
- Accelerate the filling of all residual vacancies not under proper withholding through transfers and CCA conversions to full-time regular career status.
- Continue to provide transfer opportunities for letter carriers and other employees.

M-01834 states:

Effective June 1, 2014, the parties agree to use the following process to facilitate placement of employees into full-time regular opportunities which include: 1) residual full-time regular city letter carrier duty assignments referenced in Article 7.3.A of the 2011 collective bargaining agreement, and 2) newly created full-time unassigned regular (incumbent only) positions which increase full-time complement and are in addition to the duty assignments referenced in Article 7.3.A.

The new language in this paragraph allows the Postal Service to create unassigned regular (incumbent only) positions within an installation to accelerate the filling of existing vacancies and/or provide additional staffing in cities where it is needed.

2. Full-time regular opportunities that cannot be filled through Item 1 above will be posted in eReassign for a 21 day period during the next available posting cycle. The eReassign posting will indicate the installation and number of fulltime regular opportunities available. Application for these full-time opportunities will be accepted from all qualified employees. However, only requests from part-time flexible city letter carriers will be approved under Item 2. Approval of such requests will be made based on the order the applications from part-time flexible city letter carriers are received and will include reassignment requests from part-time flexible city letter carriers already pending in eReassign as of the date of this agreement. Requests from part-time flexible city letter carriers will be acted upon without regard to normal transfer considerations. Requests from all other qualified employees may only be considered under Item 3 below.

The first change to Paragraph 2 is the reference to posting full-time opportunities, as opposed to the old language about residual vacancies. This change opens the door to the posting of a full-time opportunity in eReassign, as opposed to a particular residual vacancy. This will eliminate the need to post individual assignments. The eReassign posting will simply list a city and how many positions are available.

The second change to Paragraph 2 is that the unlimited number of letter carrier transfers will apply only to PTFs. Therefore, full-time and part-time regular city letter carrier transfer requests no longer will be considered under Paragraph 2 of the MOU.

3. Full-time regular opportunities that remain after Item 2 will be filled by 1) conversion of city carrier assistants to fulltime regular career status in the same installation as the fulltime regular opportunities or 2) acceptance and placement of voluntary reassignment (transfer) requests pending in eReassign from qualified bargaining unit employees (including full and part-time regular city letter carriers) or reassignment of bargaining unit employees within the installation (if there are insufficient requests from qualified bargaining unit employees, non-bargaining unit employees may be reassigned to a full-time regular opportunity). Reassignment (transfer) requests will be made with normal considerations contained in the Memorandum of Understanding, Re: Transfers, based on the order the applications are received. The number of career reassignments allowed under this paragraph is limited to one in every four full-time opportunities filled in offices of 100 or more work-years and one in every six full-time opportunities filled in offices of less than 100 work-years. At least three or five, as applicable, of full-time opportunities will be filled by conversion of city carrier assistants to full-time regular career status based on their relative standing in the same installation as the full-time opportunities. Such conversions will take place no later than the first day of the third full pay period after either the close of the posting cycle or, when an employee is being considered for transfer, the date the employee or employer rejects the offer/request.

Paragraph 3 now includes the consideration of transfers for full-time and part-time regular city letter carriers, along with other craft employees. There is also language to provide for non-bargaining unit employee reassignments where there are insufficient qualified craft transfer requests. All transfer/reassignment requests will be limited to the ratios as explained above.

Example: If you are in an office with 100 work-years or more and you have four full-time opportunities remaining after Paragraph 2, only one transfer can be accepted and three CCAs must be converted to full-time career status.

Non-probationary employees converted to full-time/career or transferred to an installation may participate in bidding for vacant duty assignments that are posted pursuant to Article 41.1.B of the collective bargaining agreement. If an installation is filling more than one full-time regular opportunity (including at least one residual vacancy) on a date when an employee(s) is being assigned/converted/reassigned, such employee(s) will be allowed to exercise their preference for residual assignments by the use of existing local practices.

This paragraph was added to allow employees who are not subject to a probationary period to bid on vacant duty assignments posted within their installations. It also allows employees who are transferred or converted to choose particular residual vacancies by seniority where at least one residual vacancy exists in an installation at the time of the transfer/conversion.

CCA relative standing

elative standing is a form of seniority that was created for city carrier assistants in the 2011 National Agreement. Relative standing is important for a variety of

Relative standing is used to determine which CCA is first converted to full-time career status. It also is used to determine which CCA will be separated if management makes the decision to separate a CCA for lack of work or for operational reasons upon the completion of a 360-day term. The CCA with lowest relative standing is always separated in these circumstances pursuant to Paragraphs h and I in the CCA General Principles found in Appendix B of the 2011 National Agreement.

Relative standing is also used to determine which CCA is awarded hold-downs, as well as annual leave in many places. For all of these reasons, it is important that relative standing be calculated in accordance with the National Agreement.

Relative standing is determined by the original CCA hire date in an installation. For CCAs who were city letter carrier transitional employees (TEs) at any time after Sept. 29, 2007, before being hired as CCAs, the time served as a TE is added less any breaks in service. Paragraph f of the CCA General Principles found in Appendix B of the 2011 National Agreement addresses this:

f. When hired, a CCAs relative standing in an installation is determined by his/her original CCA appointment date to the installation, using Article 41.2.B.6.(a) where applicable, and adding the time served as a city letter carrier transitional employee for appointments made after September 29, 2007 in any installation

This language is further explained by Question 57 of the March 6, 2014, jointly developed Questions and Answers, 2011 USPS/NALC National Agreement (M-01833):

57. How is time credited for transitional employee employment when determining relative standing for CCAs?

All time spent on the rolls as a city letter carrier transitional employee after September 29, 2007 will be added to CCA time in an installation to determine relative standing. Breaks in transitional employee service are not included in the relative standing period.

When calculating relative standing, it doesn't matter where an individual served as a TE; all time served as a TE since Sept. 29, 2007, is credited. Question 59 of M-01833 states:

59. For time spent as a city letter carrier transitional employee, does it matter where an individual was employed when determining relative standing?

No. All time on the rolls as a transitional employee after September 29, 2007 counts toward relative standing regardless of the installation(s) in which the transitional employee was employed.

Unlike relative standing credit earned as a TE, relative standing credit earned as a CCA does not transfer with a CCA to another installation. This is addressed in Question 61 of M-01833:

61. Does relative standing earned as a CCA in one installation move with a CCA who is separated and is later employed in another installation?

If this CCA is then re-employed in his or her original installation, the CCA will begin earning relative standing as if this were the original appointment. All time credit earned as a TE after Sept. 29, 2007, is added to this new date. Question 62 in M-01833 addresses this situation:

How is relative standing determined for a CCA who is employed in an installation, then permanently moves to a different installation and then is subsequently reemployed in the original installation?

Relative standing in this situation is based on the date the employee is reemployed in the original installation and is augmented by time served as a city letter carrier transitional employee for appointments made after September 29, 2007 (in any installation).

"For all of these reasons, it is important that relative standing is calculated in accordance with the National Agreement."

- If, after determining relative standing, a tie exists between two or more CCAs, placement on the relative standing roster is determined by first looking at the relative standing on the hiring roster. If a tie remains, the provisions of Article 41.2.B.7 are applied. Question 58 in M-o1833 states:
 - 58. How is placement on the relative standing roster determined when two or more CCAs have the same total time credited for relative standing?

First, the relative standing on the hiring list (appointment register) will be used to determine the CCA with higher relative standing (See Article 41.2.B.6.[a]). If a tie remains then the formula outlined in Article 41.2.B.7 is applied.

Probationary periods

ince September 2013, more than 8,000 city carrier assistants (CCAs) have been converted to full-time career status. Many of these new full-time letter carriers did not have to serve a 90-day probationary period as outlined in Article 12, while others did have to serve this probationary period. How to determine if a new converted CCA must serve a probationary period is outlined below.

Probationary periods for new career employees are required by Article 12, Section 1.A, which states in relevant part:

The probationary period for a new employee shall be ninety (90) calendar days. The Employer shall have the right to separate from its employ any probationary employee at any time during the probationary period and these probationary employees shall not be permitted access to the grievance procedure in relation thereto.

However, the 2011 National Agreement contains a memorandum of understanding (MOU) Re: Article 12.1 — Probationary Period, that provides an exception for CCAs who successfully complete two successive 360-day terms as a CCA, provided the career appointment was directly following a CCA appointment. The MOU states:

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.

In another MOU, Re: Sunday Delivery - City Carrier Assistant Staffing (M-01835), NALC negotiated language that CCAs who were transitional employees prior to their initial CCA appointment will not serve a probationary period when converted to full-time career status during the term of the MOU, which currently runs through March 31, 2015. The MOU (M-01835) states in relevant part:

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.

The NALC and the USPS clarified the meaning of each of the above mentioned provisions in Question 35 of the jointly developed Questions and Answers 2011 USPS/NALC National Agreement (M-01833). The answer to Question 35 includes three bullet points covering each situation where a CCA would not have to serve a probationary period. After the bullet points below, you will find an additional explanation of each.

35. Does a CCA who receives a career appointment go through a 90 calendar day probationary period as a career city letter carrier?

Yes, except in the following circumstances:

The employee has successfully completed two successive 360-day appointments as a CCA, provided the career appointment directly follows a CCA appointment. See Memorandum of Understanding, Re: Article 12.1- Probationary Period.

This is a restatement of the language from the MOU in the Das award. In this case, if a CCA was hired April 1, 2013, worked 360 days, given his or her five-day break and rehired as a CCA on April 1, 2014, and completed that second 360-day term, the employee would not have to serve a probationary period when converted to full-time career status thereafter.

The employee was a city carrier transitional employee placed into a CCA position following a one-day break in service in accordance with the January 31, 2013 Memorandum of Understanding, Re: Break in Service. The TE service does not apply, but completion of a total of 720 days as a CCA in successive appointments satisfies the two successive 360-day appointments required by the Memorandum of Understanding, Re: Article 12.1- Probationary Period.

Transitional employees who were hired as CCAs directly after the TE classification was phased out were given a oneday break in service and worked the remainder of their TE term as a CCA.

In this case, if the employee worked 270 days as a TE prior to their one-day break, he or she would have worked 90 days as a CCA to complete that term prior to a five-day break. After the five-day break, if the employee was reappointed and completed a 360-day term and was reappointed to another 360-day term, the employee would not have to serve a probationary period if converted to full-time career status after completing 270 days of the second full term as a CCA.

Example: 90 days as a CCA to complete the TE appointment following one-day break in service + 360 days in first full CCA term + 270 days into the second CCA term = 720 days.

When, during the term of the Memorandum of Understanding, Re: Sunday Delivery - City Carrier Assistant Staffing, the employee is converted to full-time career status and successfully served as a city carrier transitional employee directly before his/her initial CCA appointment.

Under this provision, any CCA who served as a TE directly before his or her first appointment as a CCA will not have to serve a probationary period. This provision remains in effect as long as the MOU Re: Sunday Delivery — City Carrier Assistant Staffing (M-01835) remains in effect.

Mutual exchanges

areer letter carriers may exchange positions with other career employees anywhere in the country. The general policy governing this swap is found in the *Employee and Labor Relations Manual (ELM)* at Section 351.61. The policy requires the installation heads of both post offices to approve the mutual exchange. The policy also places restrictions on exchanges between categories of employees. Section 351.61 states:

Career employees may exchange positions (subject to the provisions of the appropriate collective bargaining agreement) if the officials in charge at the installations involved approve the exchange of positions. Mutual exchanges must be made between employees in positions at the same grade levels. The following employees are not permitted to exchange positions:

- a. Part-time flexible employees with full-time employees.
- b. Bargaining employees with nonbargaining employees.
- c. Nonsupervisory employees with supervisory employees.

The 2007 Memorandum of Understanding Re: Mutual Exchanges allows city letter carriers to be granted a mutual exchange without regard to their pay grade. This MOU states:

The parties agree that in applying the relevant provisions of Section 351.6 of the Employee and Labor Relations Manual, city letter carriers in grades CC-01 ad CC-02 are considered as being in the same grade. This agreement applies solely to determining whether employees are eligible for mutual exchanges. The National Agreement and the Joint Contract Administration Manual (JCAM) clarify what happens with the exchanging employees' seniority, duty assignments and grade. They also explain the evaluation and approval processes.

Whether a mutual exchange is between part-time flexible or full-time regular letter carriers from different installations, they either retain their seniority or take the seniority of the exchangee, whichever is the lesser. This language is found in Article 41.2.E. of the National Agreement which states:

E. Change in Which Seniority is Modified.

When mutual exchanges are made between letter carriers from one installation to another, the carriers will retain their seniority or shall take the seniority of the other exchangee, whichever is the lesser. This is different than the seniority rule in Article 41.2.G.3, which applies to other transfers, and which requires that the transferring employee begin a new period of seniority.

This is further explained on Page 12-51 of the July 2014 *JCAM*, which states:

Mutual Exchanges—Seniority. Article 41.2.E provides that when mutual exchanges are made between letter carriers,

the carriers will retain their seniority or shall take the seniority of the other exchangee, whichever is the lesser.

The explanation of Article 41.2.E found in the *JCAM* makes clear that any mutual exchange is an exchange of positions and not assignments. The routes of the letter carriers involved in the swap are posted for bid in accordance with the provisions of Article 41.1. The following language appears on Page 41-22 of the July 2014 *JCAM*:

This contractual provision does not mean the exchanging carriers exchange their routes as well as their positions. The routes involved in the exchange are posted in accordance with the provisions of Article 41.1.

This is also explained in Article 12 of the JCAM on Page 12-50:

Mutual Exchanges are exchanges of positions in the complement of different installations. Carriers do not exchange actual bid assignments or pay grades since the vacated bid positions must be posted for bidding in accordance with the provisions of Article 41.1 and the applicable Local Memorandum of Understanding.

The approval process for a mutual exchange is the same as any other transfer request covered by the MOU Re: Transfers. This MOU can be found on Page 188 of the 2011 National Agreement and a full explanation may be found beginning on Page 12-45 of the July 2014 *JCAM*. In accordance with the MOU, installation heads must give full consideration to each mutual exchange request as they would for any transfer request. Further, the service may not unreasonably deny a request. The following language is found on Page 12-51 of the July 2014 *JCAM*:

Mutual Exchanges—Full Consideration. The provisions of the Transfer Memorandum requiring that installation heads afford "full consideration" to all reassignment requests apply to mutual exchanges just as to any other transfers. Such requests "will not be unreasonably denied." In evaluating and responding to mutual exchange requests, installation heads should follow the criteria provided for in the Transfer Memorandum.

Finally, once letter carriers have agreed to exchange positions, they should each write a letter to the installation head in the location where the other letter carrier is employed requesting the mutual exchange. They should also write a letter to their own installation head notifying them of their request and include a copy of the mutual request letter.

NALC members may find and publish ads for mutual exchanges in *The Postal Record* each month. For detailed information about how to publish an ad, see Page 64 of this magazine.

City Delivery Route Alternative Adjustment Process (CDRAAP)

he new joint route evaluation and adjustment process, the City Delivery Route Alternative Adjustment Process (CDRAAP) 2014-2015, has two components designed to help ensure that the data used to evaluate and adjust routes is accurate: posting the Workhour Workload Reports (All Routes) daily in each office, and the PS Form 3999 Process. These two components allow letter carriers to be directly involved with correcting any data problems they identify while reviewing what information is recorded for their assignments. Both are explained in detail on the following pages.

Reading the Workhour Workload Report (All Routes)

The parties' mutual understanding of the Memorandum of Understanding Re: City Delivery Route Alternative Adjustment Process – 2014-2015 (M-01845) includes a renewal of the Workhour Workload Report (All Routes) posting requirement, which allows letter carriers an opportunity to verify on a daily basis the correct recording of times and volumes for their assignments. The NALC initially negotiated this procedure in the 2011 Joint Alternate Route Adjustment Process to help identify any problems with the daily recording of data and get them corrected quickly.

The reason for posting and reading this report is simple. CDRAAP uses this information to determine an actual office and street times, as well as a standard office time determined by the volume of cased letters and cased flats, plus a fixed office time. Also, the CDRAAP agreements require the regular carrier's input from the initial consultation to be considered when evaluating the office and street time for a route. The more familiar you are with your daily workload as well as your daily office and street times, the more accurate your input will be about the time necessary to complete your daily assignment.

Management is required to post the previous day's Workhour Workload Report (All Routes) in a convenient location in every office in the country. This requirement can

be found in M-01846, which provides the mutual understanding of the national parties on issues related to M-01845. This includes every office in every zone, including

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offices that were not selected for evaluation and adjustment under CDRAAP.

Enough time has passed since the signing of our agree-

ments for management to get the word out regarding its obligation to post the Workhour Workload Report (All Routes) for offices in a convenient location on a daily basis. If this isn't happening, if the wrong report is being posted, or if it isn't being posted on a daily basis, notify your shop steward.

We all have an interest in monitoring the data recorded for our routes, and no one knows better what happens every day on your assignment than you do. The Workhour Workload Report (All Routes) reflects what was recorded for the actual time used to case and carry your route and the volume recorded each day.

The recorded volume determines standard office time, which may be used to evaluate your office time. Therefore, if the volume recorded for your route is inaccurate, you could lose office time during the evaluation.

There are instances when the actual time figures recorded in the system have errors. Sometimes, it's as simple as receiving auxiliary assistance that isn't entered into the system. There are also many time codes that can be used that do not show up as time spent working on your route. Therefore, time recorded under certain time-code numbers will not appear on the Workhour Workload Report (All Routes) as time worked on your route.

Some of these time-recording and volume-entry errors can be corrected if you look at the actual time and volume recorded for your route and compare them with what you remember about the previous work day. Once you know how to read this report, it will take only a minute of your time to look at it each day.

Reviewing the Workhour Workload Report (All Routes) each day and asking management to correct any errors you may find will help you ensure that all the time you spend working on your assignment is properly recorded and that all letters, flats and parcels are accounted for. This will help the route evaluation and adjustment team assigned to your office make sound decisions when evaluating and adjusting your route.

The Workhour Workload Report (All Routes) looks like this:

Workhour Workload Report (All Routes) Delivery Unit: Anytown – 55555 Date Range: 10/15/2014 – 10/15/2014

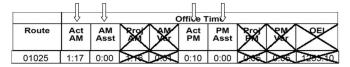
> The correct report will be titled "Workhour Workload Report (All Routes)." Below the title is the delivery unit and finance number.

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The report posted should be for a single day. Therefore, the two dates next to "Date Range" should be identical as shown above.

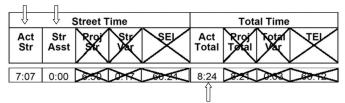
To read the Workhour Workload Report (All Routes), begin by looking in the far left-hand column and finding your route number. Reading from left to right, the report displays the following information that you should check each day to monitor the time and volume data recorded for your route.

OFFICE TIME



- Act AM—Actual office time used in the morning by the letter carrier assigned to the route for the date indicated on the report.
- AM Asst—AM office assistance time recorded for any auxiliary assistance provided in the office in the morning to the route for the date indicated on the report.
- Act PM—Actual office time used in the evening by the letter carrier assigned to the route for the date indicated on the report. This time begins when a letter carrier clocks back to office time after coming back in from the street and continues until he or she clocks out to end tour and go home.
- PM Asst—PM office assistance time recorded for any auxiliary assistance provided in the office in the evening to the route for the date indicated on the report.

STREET TIME AND TOTAL TIME



- Act Str—Actual street time recorded for the letter carrier assigned to the route for the date indicated on the report.
- Str Asst—Actual street time recorded for any auxiliary street assistance provided to your route for the date indicated on the report.
- Act Total—Actual AM office time + AM office assistance + Actual PM office Time + PM office assistance

- + actual street time + auxiliary street assistance = actual total time recorded for the route.
- Volumes—Total cased letters, total cased flats, total DPS volume, total FSS volume, total sequenced pieces (Seq), number of parcels (PP) and total delivered pieces recorded for the date indicated on the report.

Volumes										
Total Cased Ltr	Total Cased Flt	DPS	FSS	Seq	PP	Total Dlvd Pcs				
62	527	1461	0	0	7	2050				

There are generally three things you should check daily:

- 1. Check your actual a.m. office time, a.m. office assistance time, actual p.m. office time and p.m. office assistance time to see if they resemble what really occurred on the route for the previous day. If you clocked in at 7:30 a.m., clocked to the street at 9:30 a.m., worked only on your route the whole time, and did not properly clock to another function (such as waiting time), the report should say 2:00 for actual a.m. office time.
- 2. Check your actual street time and street assistance to see if they resemble what really occurred on the route for the previous day. If you remember leaving the office at 9 a.m., taking a 30-minute lunch and punching back into the office at 4:30 p.m., then the report should say 7:00 for actual street time.
- 3. Check your total volumes in each column to see if they are in line with what you remember about the volume you handled on the previous day. For example, if you delivered a full set of sequenced mail, then you should be able to look at the report and see that the sequenced volume for your route was recorded that way.

So what do you do if you see something recorded that is different from what you believe should have been recorded for your route on a given day?

Notify your supervisor of any errors you notice and make a note of what the errors were. If your supervisor isn't willing to correct the errors, ask to see your shop steward and report the matter.

There are also projected office and street times for each route on this report. In the example in this article, we have drawn an "X" through the columns that are related to projections. Please be advised that as far as the NALC is con-

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cerned, these figures are meaningless. Pay no attention to them. The intent of the parties at the national level in making an agreement to post the Workhour Workload Report (All Routes) report is to attempt to ensure that volumes and actual office and street times recorded are accurate.

NALC has never bought into, accepted or agreed to projected times. These projections have been the subject of multiple national-level grievances over the years. The parties at the national level have previously agreed on two national-level settlements (M-01664 and M-01769) on this very issue that very clearly state that these projections are not the sole determinant of carrier's leaving or return time or daily workload.

The PS Form 3999 Process

Also renewed with the signing of M-01845 is the PS Form 3999 Process. This process is outlined in the parties' jointly developed document, M-01846, which provides the mutual understanding of the national parties on issues related to the MOU.

The PS Form 3999 is used to record all data on the day a manager goes out on your route with you. Form 3999s can still be completed manually, but most of the time they are done electronically, so we will focus on the electronic version in this section. The times on this form are used to determine the time value of territory transferred from one route to another. Most of the time you spend on the street not delivering mail, but doing other tasks related to mail delivery, is recorded as what is called "allied time."

The City Delivery Route Alternative Adjustment Process has two provisions dealing with 3999s that we believe will put you in a better position to ensure a fair adjustment of your route.

The first provision reguires that where multiple 3999s have been done on a route since the last time it was adjusted, the 3999 closest to the evaluated

street time for the route will be used to determine the time value of territory transferred from one route to another route. If you had multiple 3999s done on your route since the last time you had an adjustment, you should point this fact out at your initial consultation and, if you can, tell the local office contacts how many 3999s were done on your route.

The second provision requires a manager to discuss the 3999 with you within three days after it is done. The manager is required to show you any nonrecurring time recorded for your route and explain why the time was recorded that way. You then have the right to write comments about the time recorded as nonrecurring, the route examiner's written or oral comments, mail volume, etc. from the day the 3999 was performed. You also are entitled to a copy of the comments you write. Don't forget to ask for a copy if it isn't automatically provided. All of this information is forwarded to the route evaluation and adjustment team in CDRAAP-selected zones.

This new 3999 process is to be followed for any and all 3999s conducted after Sept. 23, 2014, (whether or not your office or zone is in CDRAAP). The term any and all 3999s means exactly what it says.

We're going to begin by showing you how to read a 3999. Then we'll explain the various terms used to record street time in the three allied time categories.

Once you learn how to read one 3999, you'll be able to read any 3999 you'll ever see. Every line on the 3999 will have either an allied time function listed or actual deliveries. The actual deliveries are listed by what are called "sector segments." A sector segment will list a number range and a street name. The PS Form 3999 also will show the types of deliveries, how many possible deliveries are within the sector segment, how many deliveries were made, and how much street time credit was given for each sector

The top of every page of a 3999 will look like this:

S Block Number and Street Name		Tavel Pattern		Actual Time	Residential			Business					Del PO Bo		
Delivery Block Number	Block Number and Street Name	Travel	Lavel Block	Used	Delys. Poss. Other	Delys. Poss. Curb	Delys Poss NDCBU	Delys Poss. Oth- Cen.	Delys Made	Delys. Poss. Other	Delys. Poss. Curb	Delys Poss NDCBU	Delys Poss. Oth- Cen.	Delys Made	x or NP U
	VEHICLE LOAD		10:00:00	0:07:30											
	TRAVEL TO		10:07:30	0:08:51											
0	1000 - 1098 OAK ST	E	10:16:21	0:02:38	11				9						
0	1100 - 1198 OAK ST	E	10:18:59	0:03:13						12				10	
	WAITING OTHER		10:22:12	0:02:36											
0	1101 - 1199 OAK ST	0	10:24:48	0:00:36						3				3	
0	1001 - 1099 OAK ST	0	10:25:24	0:08:47	14				8						

Refer to the example 3999 above while reading the explanations below.

You should begin reading this form by looking at the second column from the left. This column is called "Block Number and Street Name." This is where you will see the allied function entry or the street name and block range that is included for the sector segment you're looking at. For

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example, the first entry on the form above is for the allied time function "Vehicle Load." The first sector segment entry on the example form above is located on the third line from the top. The sector segment is "1000-1098 OAK ST."

Now go back over to the first column on the left. This column is called "Delivery Methods." It shows you the delivery method used for each sector segment. This column will be blank for allied time entries because these entries do not involve delivery of mail. On the example form, you see the letter "O" in this column beside the sector segment "1000-1098 OAK ST." This means that the delivery method for this sector segment listed is "Other." This column will have one of the delivery methods listed below.

- P-Park
- L-Loop
- V—Vehicle
- D—Dismount
- 0-0ther

The third column from the left is called "Travel Pattern." This column shows you whether the sector segment contains only even-numbered deliveries, only odd-numbered deliveries, or both. Look at the "1000-1098 OAK ST" sector segment. The letter "E" in this column tells you that this sector segment contains only even numbered deliveries. This column will have one of the travel patterns listed below:

- E-Even
- 0-0dd
- X—Crisscross

If a sector segment contains only odd-numbered addresses, you will see an "O" in this column. If it contains both even and odd numbered addresses, you will see an "X" in this column.

The fourth column from the left is called "Time Enter Block." This is the time of day that delivery of the sector segment or the allied time function began. On the example form, the very first entry is the "Vehicle Load." The "Time Enter Block" column shows that the vehicle load began at 10:00:00. Look at the "1000-1098 OAK ST" sector segment again. You can see that this letter carrier began delivering this sector segment at 10:16:21. The times on the form are listed in hours: minutes: seconds.

The fifth column from the left is called "Actual Time Used." This is the actual time used for the entry. On the Vehicle Load entry, you can see that this letter carrier took 00:07:30 (seven minutes and 30 seconds) to load the vehicle and for the "1000-1098 OAK ST" sector segment, you can see that it took oo:o2:38 (two minutes and 38 seconds) to deliver this sector segment. If you add the "Actual Time Used" to the "Time Enter Block," you always should come

up with the total that appears in the "Time Enter Block" for the function on the next line.

The rest of the columns contain delivery information for sector segment entries only. You will not see any information in these columns for allied time entries.

These columns are broken into two main categories: residential and business. These categories then are further broken down into five sub-categories providing information on the type of deliveries within the sector segment and how many deliveries were made on the day the 3999 was conducted. These sub-categories are the same for both residential and business deliveries. The number listed is the number of deliveries for each category. The sub-categories are:

- **Delys Poss Other**—The number listed is the amount of possible deliveries in the sector segment serviced by foot, park and loop, or dismount.
- **Delys Poss Curb**—The amount of possible curbline deliveries.
- **Delys Poss NDCBU—**The amount of possible NDCBU deliveries.
- Delys Poss Oth-Cen—The amount of possible other centralized deliveries.
- **Delvs Made**—The amount of deliveries that the carrier actually made for that sector segment on the day the 3999 was conducted.

Look back at 1000-1098 Oak St sector segment on the example 3999. You can now read this as meaning that the letter carrier delivered that sector segment using an "other" travel pattern, serviced the even side of the street, started the segment at 10:16:21, and that it took two minutes and 38 seconds to deliver nine out of 11 possible residential deliveries.

Allied time is street time work that is part of the route, but separated from the actual delivery of regular letter and flat mail when management goes with you on your route. Street functions known as "allied time" are recorded on PS Form 3999 under three categories: nonrecurring street time, function analysis street time and other street time.

Once you understand what tasks are recorded under each function, you will be in a better position to write comments about the data and comments recorded by a manager or route examiner on the day he or she goes with you on your route.

Note: Nonnrecurring street time is nothing more than a category where management records many allied time street functions. Don't let the term "nonrecurring" trick you into thinking that it's OK to automatically deduct time recorded in the nonrecurring category from your route. You should review any time deduction made to your route

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and write comments where you believe time deductions shouldn't have been made.

An explanation of each work function that is listed in the USPS computer system as nonrecurring street time follows:

- **Backtracking**—This function is used for a letter carrier to return to a prior delivery to deliver a piece of mail that was missed. For example, if you have a situation where you are instructed on a normal basis to go back and deliver mis-sequenced pieces of DPS or FSS mail, this is where the time spent would be recorded. In this example, this time should not be deducted from your street time.
- Animal Interference—Time spent dealing with an animal attack or avoiding animals. An example would be when a letter carrier is required to walk an extra distance away from a house to avoid an animal. If this happens on a recurring basis, this time should not be deducted from your street time.
- Waiting for Relays—This is time spent waiting for mail to be delivered to a relay box on a foot route. If a letter carrier gets to a relay box and the mail for the next relay is not in the box and this happens on a recurring basis, the time spent waiting for the mail to arrive should not be deducted from vour street time.

"Once you understand what tasks are recorded under each function. you will be in a better position to write comments about the data and comments recorded by a manager or route examiner on the day he or she goes with you on your route."

- Waiting for Transportation—This is time spent waiting for transportation. For example, if a letter carrier is required to use public transportation on the route, the time waiting for such transportation where it occurs on a regular basis should not be deducted from your street time.
- Waiting Other-All nonrecurring waiting time not covered by any of the other functions is covered under "Waiting Other." Managers must take notes regarding reasons for placing letter carriers on this function. You should review the route examiner's comments and match the time of day written in the comments with the time of day shown on the 3999.

Then write your own comments about any of the time that is recorded under the "Waiting Other" function. Your comments can tell why this time should not be deducted from your street time.

- Temporary Detail—This function is used for any duties that are performed on the day of the PS Form 3999 that are not part of the route. For example, time spent performing work on another route on the day of inspection would be recorded here. In this example, the time would be deducted from your street
- Management Time—This is time spent away from your normal street duties due to the needs of the examiner performing the PS Form 3999. For example, if the supervisor receives a phone call to return to the office and you have to drive him or her back to the office, this is where the time spent would be recorded. Time should be deducted only when a letter carrier completely stops working for no other reason than the route examiner's needs.
- Accident—In the unfortunate event of an accident, time spent waiting due to the accident is recorded under this function. You should expect this time to be deducted from your street time.
- Miscellaneous Other-This function is used to cover anything not covered under any of the other functions mentioned. Managers must take notes regarding reasons for placing letter carriers on this function. You should review the route examiner's comments and match the time of day written in the comments with the time of day shown on the 3999. Then write your own comments about the time that is recorded under "Miscellaneous Other." Your comments can tell why this time should not be deducted from your street time.
- Replenish—This is time spent moving mail into position for delivery; for example, taking a tray of mail from the back of the vehicle and moving it to the front onto the tray for delivery. Time spent under this function should not be deducted from your street time.

An explanation of each specific work function that is listed in the USPS computer system as function analysis street time follows:

Relay Time—This is time spent preparing mail for delivery for the next loop on a park-and-loop route or foot route. Relay time could include loading mail into the satchel, gathering DPS or loading parcels for the next loop. Time spent replenishing mail on a mounted/curbside/riding route is not relay time.

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- Travel To-Travel To time begins when the vehicle departs from the office and ends when the first delivery is reached.
- Travel From-Travel From time begins after the letter carrier has completed delivering the route and begins to travel back to the office. It ends when the vehicle has been parked and the Vehicle Unload function begins.
- **Vehicle Load**—Vehicle Load time begins when the letter carrier moves to street time and ends when the vehicle is loaded and he or she departs from the office to head out for the route.
- Vehicle Unload—Vehicle Unload time begins when the vehicle is parked after returning to the office. This function continues while the vehicle is being unloaded and ends when the letter carrier pushes the empty equipment into the post office and swipes his or her badge at the clock to move back to office

An explanation of each work function that is listed in the USPS computer system as other street time follows:

- **Travel Within—**Travel Within is time recorded when driving from one park point to another while not delivering mail on a park-and-loop route. Time spent traveling from one geographic area (neighborhood) to another without delivering mail on a mounted/ curbside/riding route is also recorded as Travel Within. Time spent traveling from one mounted/ curbside/riding, cluster box or dismount delivery to another along your route is not Travel Within; it is delivery time.
- Accountable Delivery-Time spent delivering accountable mail on the street, such as Registered Mail, Certified Mail, Priority Mail Express, Signature Confirmation or CODs, and filling out PS Form 3849 (when appropriate) is recorded under this function.
- Parcel Delivery—Time spent delivering parcels and filling out PS Form 3849 (when appropriate) is recorded under this function.
- Street Break Time—This is the time spent on breaks on the street. Some units will have one break on the street, and some will have two. Street breaks are separate and apart from your lunch break or any comfort stops you need to take. You shouldn't be performing work of any kind while you're on your street breaks. Make sure you take your street breaks at the approximate locations stated on the PS Form 1564-A for your route. You should take no less and no more than the time you're entitled to for street breaks. Normally, you get 10 minutes for each street

- break. However, there are offices that have negotiated longer break times.
- Collection Time—Time spent on collection duties that are a normal part of the route should be recorded under this function. Time spent on collections that are not part of the route should be recorded as Temporary Detail.
- Deadhead Time—Time begins when you finish the last delivery point on a sector segment and retrace past completed deliveries in order to return to vehicle or next delivery point. It is not time spent driving from park point to park point (see Travel Within).
- **Personal Needs**—You are afforded the opportunity to take comfort stops to tend to personal needs and the time used is recorded under this function (including any travel time associated with comfort stops).
- **Customer Contact**—Letter carriers talk to customers on a daily basis. This function is used to record time spent in conversation with customers about postal issues or routine items such as giving directions.
- Gas Vehicle—Any time spent away from the normal line of travel to fuel the vehicle is recorded under this function (including any associated travel time).

CDRAAP responsibilities of the local office contacts

n Sept. 23, the parties agreed to a memorandum of understanding (MOU) on a new joint route adjustment process, Re: City Delivery Route Alternative Adjustment Process 2014-2015 (M-01845). Subsequent to the signing of that MOU, the parties jointly developed a document, City Delivery Route Alternative Adjustment Process 2014-2015 (M-01846), to provide the mutual understanding of the national parties on issues related to the MOU. It is intended for use by the parties at all levels in properly applying the terms of the City Delivery Route Alternative Adjustment Process (CDRAAP).

The process for selecting local office contacts and their responsibilities is found in M-01846. The previous joint route adjustment processes stated that the NALC local office contact would be the NALC branch president or designee. The new CDRAAP still keeps that selection in the hands of the branch president, who will select the NALC local office contacts in his or her offices. Unlike earlier processes where the USPS local office contact was the postmaster or designee, for CDRAAP the USPS local office contact will now be selected by the district manager.

Much of the overall structure of the process is unchanged from our last joint adjustment process; however, the responsibilities of the local office contacts have changed a bit. Before discussing those responsibilities, it is important to understand the overall structure and the fact that each level of the structure supports the next. One way to do this is to think of the CDRAAP structure as a pyramid. Starting from the top, each level of that pyramid is supported by, and ultimately will be only as strong as, the level below it.

The national oversight team is at the top of the structure. Below that team are the area/regional teams. Next are the district lead teams, then the route evaluation and adjustment teams, and finally the local office contacts. After the national oversight team, the subsequent number of teams at each level in the structure will increase in size, thus creating the pyramid arrangement.

The local office contacts are the foundation that supports the entire CDRAAP structure and, just like any other structure,

Route Evaluation and Local Office Contacts CDRAAP will be only as solid as its foundation. The local office contacts are the eyes and ears of the route evaluation adjustment teams. They understand the routes within their offices and also the letter carriers who are assigned to those routes. They hold

many of the pieces to the puzzle, so to speak. Without these pieces, the CDRAAP process will not have its best chance at success. It is very important to understand the responsibilities of the local office contacts. They have information that can be relayed to the route evaluation and adjustment teams to help achieve the best possible route adjustments.

The local office contacts are responsible for providing the route evaluation and adjustment team the following:

- Local issues relevant to route evaluation and adjustment.
- A current seniority list.
- Current or anticipated vacancies and information regarding replacement carriers.
- Potential data integrity issues.
- Where appropriate, reasons why the selected review periods may not be valid for evaluation.
- All PS Form 3999 data when requested.
- Designated back-up representatives (including names), in the event that either local office contact will not be available to perform his or her duties.

Local office contacts also are responsible for the following:

- Reading and becoming familiar with all agreements related to the process.
- Ensuring that valid and representative PS Form 3999s are conducted when requested by the route evaluation and adjustment team.
- Ensuring that the PS Form 3999 process outlined in M-01846 is followed at the local level.
- Assisting the route evaluation and adjustment team with territory adjustments. The local office contacts also may jointly select someone with knowledge of the territory to provide this assistance.
- Providing carriers their routes' evaluated time, prior to the adjustment consultation.
- Providing carriers copies of any amended PS Form(s) 1840 Reverse if changes were made after the adjustment consultation by the route evaluation and adiustment team.
- When appropriate, request a route adjustment review within 90 days following the implementation of the initial joint route adjustment.
- Finally, the district lead team may, by mutual agreement, assign additional tasks to a specific pair of local office contacts, on an individual, case-by-case basis.

Each of these responsibilities is key to the success of the new joint route adjustment process. Regardless of whether you will serve as a local office contact, you should familiarize yourself with them so that you will be ready to assist the local office contacts selected for your office. Local knowledge is a vital part of this process. Any information that can be provided by the local office contacts will undoubtedly assist in the goal of obtaining accurate evaluations and adjustments.