

2014 JCAM



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I'm betting the completed version of the new July 2014 *Joint Contract Administration Manual (JCAM)* will be printed, distributed to the branches and available for purchase from the NALC Supply Department by the time you read this. If I lose the bet, it will be soon after. The cost of the printed version of the new *JCAM* will be \$15 per copy. This includes postage.

There are too many changes in the new *JCAM* to list them all, but I'll do my best to point you in the right direction. The first change that runs universally throughout the *JCAM* is that the actual contract language no longer is shaded. Instead, contract language is in text

boxes. This is to allow for better copies when excerpts from the *JCAM* are reproduced over and over.

Extensive changes were made to the *JCAM* to incorporate new contract language as well as various MOUs and national settlements that have been agreed to since 2009. Many of these changes are described below:

Article 7

- **Page 7-2:** Part-time regular (PTR) employment caps are shown and explained.
- **Pages 7-3 and 7-4:** City carrier assistant (CCA) employment caps are shown.
- **Pages 7-8 through 7-30:** This is where you will find the 2011-2016 National Agreement Appendix B and all the March 6, 2014, Joint Question and Answers on CCAs and Other Contract Provisions. Most of the CCA questions and answers are repeated in the applicable locations throughout the *JCAM*.

Article 8

- **Page 8-3:** You can find the answer to whether or not a CCA can be required to remain on "standby" here.
- **Page 8-16:** This is where the application of CCAs to the "Letter Carrier Paragraph" and the rules for CCA temporary assignments to other post offices outside of the installation are located. (The CCA temporary assignment MOU is repeated on Page 12-17).
- **Page 8-21:** Maximum hours for CCAs is covered here.
- **Pages 8-26 and 8-27:** This is where you will find the work-hour guarantees and split-shift rules for CCAs.

Article 10

- **Pages 10-17 through 10-19:** This is where most of the leave MOUs regarding CCAs are located.

Article 11

- **Page 11-3:** Article 11, Section 6.D was changed to include CCAs and the default pecking order for holiday scheduling was amended for the same reason.

Article 12

- **Pages 12-3 and 12-4:** The issue of when CCAs are and *are not* required to serve a probation period is explained here.
- **Page 12-4:** There is new language recognizing that CCAs have limited seniority rights upon conversion to career, regardless of whether or not they are required to serve a probation period.
- **Page 12-11:** There is an explanation that affirms the fact that a junior full-time regular letter carrier always has the right to revert to part-time flexible status instead of being excessed to a different installation.
- **Page 12-15:** There is new language recognizing the creation of the National Joint Article 12 Workgroup, explaining the goals of the workgroup and that they are intended to function through the term of the 2011-2016 National Agreement.
- **Page 12-19:** Two new MOUs in our contract that significantly changed our excessing rules are explained here. We went from excessing and retreating by grade to excessing by pure juniority and retreating by pure seniority. This change is explained in the "Excessing by Juniority" section.
- **Pages 12-21 and 12-22:** This is the full text of the MOUs that govern excessing without regard to level (grade). The first MOU sets the basic rules for excessing and retreat rights. The second MOU sets forth special rules for preference eligible carrier technician (Grade 2) letter carriers who are excessed.
- **Pages 12-23 through 12-25:** This is a new section for Delivery Unit Optimization (DUO). These are the MOUs that govern the work rules and what happens with the multiple local memorandums of understanding (LMOUs) that are involved when a DUO event occurs.
- **Page 12-27, 12-28 and 12-29:** Each page has been amended under "Retreat Rights" to reflect the changes made by the excessing/retreat rights MOU on Page 12-21.
- **Page 12-33:** This is Article 12, Section 5.C.5.a and the explanation language. This is the pecking order the

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Postal Service is required to follow prior to excessing full-time letter carriers. The idea is to minimize the impact to full-time letter carriers when excessing occurs. Language regarding CCAs and overtime hours was added to the pecking order explanation to further clarify that excessing full-time letter carriers from an installation is to be a last resort.

Article 13

- **Page 13-11:** Limited-duty work in other crafts for CCAs is addressed here.

Article 15

- **Pages 15-3 and 15-4:** There is a change in the explanation of what should be included with PS Form 8190 when a grievance is appealed to Formal Step A. The 2009 JCAM explanation language said that all supporting documentation available at the time should be included with the PS Form 8190 when appealing a grievance to Formal Step A. The new language says that the PS Form 8190 should include all relevant documentation that was shared and discussed at the Informal Step A meeting when appealing a grievance to Formal Step A.

Article 16

- **Page 16-12:** This is where the access to the grievance procedure rules for CCAs that are separated or disciplined are located.

Article 17

- **Page 17-11:** If you look at the very end of the Article 17 contract language, you can see that Article 17 applies to CCAs. That means that *all* of Article 17 applies to CCAs. This point should guide you through applying CCA Article 17 rights. There are a few CCA questions and answers on Pages 17-2 and 17-9 to provide further clarification on some issues.

Article 25

- **Page 25-3:** There is a section explaining that Article 25 does not apply to CCAs. As such, CCAs are not entitled to higher pay under Article 25. However, this doesn't mean CCAs who are assigned to carrier technician jobs don't earn higher pay for doing the work. This section of the JCAM also explains (Question 46) how CCAs who are hired as a grade CC-01 (which is every CCA that is hired) receive proper CC-02 pay when assigned to carrier technician jobs via the use of PS Form 50.

Article 26

- **Pages 26-2 through 26-4:** This is where the new contract language and all the questions and answers regarding uniforms for CCAs are located. There is additional information on internal management procedures for making CCA uniform payments in M-01822.

Article 31

- **Page 31-3:** There is new language in the cost for information section that incorporates a 2008 settlement (M-01698) involving the charge for information from computers. It also clarifies that the fee is waived when the total cost for information is \$10 or less (just as is true for the first 100 pages and two hours of search time).

Article 41

- **Page 41-2:** There is new explanation language that addresses the requirements that must be met before reverting a full-time route in accordance with M-01796.
- **Pages 41-10 through 41-17:** The entire opting/hold-down explanation section was changed to include the new CCA opting/hold-down rules.
- **Pages 41-17 and 41-18:** This is where the relative standing rules for CCAs are located.
- **Pages 41-18 and 41-19:** This is where the pecking order for career conversions is explained. One important difference between PTFs and CCAs is that CCAs can decline the opportunity to convert to a full-time position in an installation. (Keep in mind that many CCAs who are converted to career status are not subject to a probation period. Refer to Pages 12-3 and 12-4 for more details).
- **Page 41-20:** This is where the seniority tie-breaker rules are located when multiple positions are filled on the same day by either CCA conversions or a combination of CCA conversion(s) and transfer(s).
- **Page 41-38:** There is new language explaining that Article 41, Section 4 does not apply to CCAs, but the MOU Re: Use of Privately Owned Vehicles does apply to CCAs. The full text of the "Use of Privately Owned Vehicles" can be found on Page 41-40.

As stated above, these are not all of the changes, but this should help you find your way around the 2014 JCAM.

In closing, I just want to thank those of you who attended the "Processing Grievances – Start to Finish" workshop at the NALC national convention and participated in the Dispute Resolution Process exercise. I can report that I have read every opinion offered and will keep your suggestions in mind as we go forward.