

**Contract Administration Unit**

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# PTFs and maximization

**T**he 2016-2019 National Agreement contains the Memorandum of Understanding (MOU) Re: CCA Conversion to Career Status that required city carrier assistants (CCAs) with a relative standing date 30 months prior to the ratification date of the 2016 National Agreement (Aug. 7, 2017) to be converted to career status. Specifically, the MOU required such CCAs who work in 200-workyear offices to be converted to full-time regular career status and those CCAs who work in 100- or 125-workyear offices to be converted to part-time flexible status. These conversions took place on Sept. 30, 2017. As a result, we now have hundreds more PTFs.

Because this conversion took place approximately six months prior to this month's *Postal Record* being distributed, this is a good time to check to see whether PTFs have met two separate maximization provisions that apply to the size of office where these PTFs work.

Article 7, Section 3.C states:

A part-time flexible employee working eight (8) hours within ten (10), on the same five (5) days each week and the same assignment over a six-month period will demonstrate the need for converting the assignment to a full-time position.

This provision applies to all offices, regardless of size. It requires the establishment of an additional full-time position if the qualifying conditions are met.

The July 2014 *Joint Contract Administration Manual (JCAM)* provides the following explanation of this provision on page 7-37:

### **Demonstration of Regular Schedule and Assignment.**

A PTF carrier working a regular schedule meeting the criteria of Article 7.3.C on the same assignment for six months demonstrates the need to convert the duties to a full-time assignment. The six months must be continuous (Step 4, H7N-3W-C 27937, April 14, 1992, M-01069). Time spent on approved paid leave does not constitute an interruption of the six-month period, except where the leave is used solely for purposes of rounding out the workweek when the employee otherwise would not have worked (Step 4, H7N-2A-C 2275, April 13, 1989, M-00913). For the purposes of Article 7.3.C, a part-time flexible employee not working all or part of a holiday or observed holiday (as defined in Article 11) does not constitute an interruption in the six-month period.

Where the Local Memorandum of Understanding provides for rotating days off, a PTF employee who works the same rotating schedule, eight hours within ten, five days each week on the same uninterrupted temporarily vacant duty assignment over a six-month period has met the criteria of Article 7.3.C of the National Agreement (Step 4, A94 N-4A-C 97040950, January 7, 2000, M-01398).

National Arbitrator Mittenthal held in H1N-2B-C-4314, July 8, 1985 (C-05070), that time spent by a PTF on an assignment

opted for under the provisions of Article 41 (Article 41.2.B) counts toward meeting these maximization criteria. However, the provisions of Article 7.3.C will be applied to an uninterrupted temporary vacant duty assignment only once (Step 4, A94N-4A-C 97040950, January 7, 2000, M-01398).

The MOU Re: Maximization/Full-Time Flexible – NALC creates a maximization obligation in addition to those found in Article 7, Section 3 of the National Agreement. It provides the following:

Where a part-time flexible has performed letter carrier duties in an installation at least 40 hours a week (8 within 9, or 8 within 10, as applicable), 5 days a week, over a period of 6 months (excluding the duration of seasonal periods on seasonal routes, defined in Article 41, Section 3.R of the National Agreement), the senior part-time flexible shall be converted to full-time carrier status.

This criteria shall be applied to postal installations with 125 or more man years of employment.

It is further understood that part-time flexibles converted to full-time under this criteria will have flexible reporting times, flexible nonscheduled days, and flexible reporting locations within the installation depending upon operational requirements as established on the preceding Wednesday.

The parties will implement this in accordance with their past practice.

The July 2014 *JCAM* explains the application of this MOU on page 7-40:

This specific maximization obligation is similar to that of Article 7.3.C, because it is triggered by a PTF carrier working a relatively regular schedule over a six-month period. However, where Article 7.3.C requires work on the same assignment, this memorandum requires only that the PTF carrier be performing letter carrier duties of any kind.

It is important to note that the full-time flexible maximization provision applies only to offices of 125-workyears or more.

**If shop stewards and NALC representatives believe that** a PTF may have met the criteria of either of the maximization provisions explained above, they should review the TACS Employee Everything Reports for PTFs to determine whether they have indeed been met. If the criteria are met and management doesn't take the appropriate action, a grievance should be filed citing a violation of the appropriate provision explained above.

For further assistance, please contact a branch officer or the appropriate national business agent's office.