

Contract Administration Unit

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Contractual rights for PTFs

The upcoming conversions to part-time flexible (PTF) have raised several questions about the differences between the PTF and city carrier assistant (CCA) classifications. This article deals with many of the contractual rights PTFs have that do not apply to CCAs. For additional information on contractual rights and benefits not covered in this article, see Executive Vice President Brian Renfroe's article in this edition of *The Postal Record*.

Each subject is listed with the contractual citations and the page number where it can be found in the 2016-2019 National Agreement, available on our website and the NALC Member App:

No layoff protection—PTFs, as part of the regular work force as defined in Article 6 on page 7, achieve protection from layoffs or reductions in force after working in at least 20 pay periods per year for six consecutive years.

Workhour guarantees—Article 8 on page 22 notes USPS will guarantee at least four (4) hours work or pay on any day a carrier is requested or scheduled to work in a post office or facility with 200 or more workyears of employment per year. Employees at other post offices and facilities will be guaranteed two (2) hours work or pay when requested or scheduled to work.

Split shift—When PTF employees work a split shift or are called back, the following rules apply (Step 4, H8N-1N-C 23559, January 27, 1982, M-00224):

1. When a part-time flexible employee is notified prior to clocking out that he or she should return within two hours, this will be considered as a split shift and no new guarantee applies.
2. When a part-time flexible employee, prior to clocking out, is told to return after two hours: The employee must receive the applicable guarantee of two or four hours work or pay for the first shift, and the employee must be given another minimum guarantee of two hours work or pay for the second shift. This guarantee is applicable to any size office.
3. All part-time flexible employees who complete their assignment, clock out and leave the premises regardless of intervals between shifts, are guaranteed four hours of pay if called back to work. This guarantee is applicable to any size office.

Sunday premium—PTFs are eligible for the Sunday premium provided for in Article 8.6 on page 22. This premium is an extra 25 percent of the base hourly straight-time rate and is paid for all work up to eight hours on Sunday. After eight hours, the normal overtime rules apply.

Wages—PTFs are paid on an hourly basis and have no guaranteed annual salaries, so contractual wage increases are reflected in their hourly rates.

Step increases—Article 9 on page 23 shows CCAs converted to career status will be paid and earn step increases according to the rates and waiting periods in Table 2 of the current pay

chart. The current pay chart is found on the NALC website at nalc.org/news/research-and-economics/research#paychart.

Cost-of-living adjustments (COLAs)—Once converted to career status, PTFs become eligible for periodic cost-of-living adjustments as calculated in Article 9.3.D on page 24.

Holidays—PTFs do not receive holiday pay as such. Article 11 on page 31 notes a PTF is compensated for the 10 holidays by basing the regular straight-time hourly rate on the annual rate of a full-time regular letter carrier at the same grade and step divided by 2,000 hours. While PTFs do not usually receive additional compensation for work performed on a holiday, they are paid an additional 50 percent for hours worked on Dec. 25.

Temporary reassignments—Article 12.5.B.5 on page 36 provides that full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another shall be given not less than 60 days advance notice, if possible.

Light duty—Article 13 on page 50 includes PTFs among the employees who may submit a written request, accompanied by a medical statement from a licensed physician, for light duty following an off-duty illness or injury from which the carrier has not yet fully recovered.

Higher-level assignments—Article 25 on page 93 provides that PTFs may exercise their seniority to request temporary higher-level bargaining unit (Carrier Technician) vacancies in their immediate work area. Letter carriers working temporary higher-level assignments are paid the higher hourly rate for all hours worked during the duration of the detail.

Driving privileges—Article 29 on page 99 covers the revocation or suspension of driving privileges for career employees. Management must seek non-driving duties for a PTF who temporarily loses his or her driving privileges, even if those duties are in another craft, until the letter carrier's driving privileges are restored.

Transfers—Career employees wishing to transfer to another installation must serve a lock-in period in their current installation before being eligible to transfer to another installation. Local transfers (within the district to which the employee is currently assigned or to an adjacent district) require an 18-month lock-in, while all other transfer requests require a 12-month lock-in. The Memorandum of Understanding Re: Full-time Regular Opportunities—City Letter Carrier Craft allows PTFs to transfer without being subject to normal transfer considerations, including the lock-in period. This provision does not apply to CCAs converted to PTF after the ratification of the contract on Aug. 7, 2017.

The beginning of a career as a letter carrier is an exciting time and although new PTFs will be delivering mail in the same manner as they did as CCAs, the many differences between the classifications can make the transition daunting. New PTFs should review the points above and refer to the *NALC City Carrier Assistant Resource Guide* on the website at nalc.org/workplace-issues/resources as well as the 2016-2019 National Agreement for further information.