

**Contract Administration Unit**

Brian Renfroe, Executive Vice President  
Lew Drass, Vice President  
Christopher Jackson, Director of City Delivery  
Manuel L. Peralta Jr., Director of Safety and Health  
Dan Toth, Director of Retired Members  
Jim Yates, Director of Life Insurance

# Part-time flexible maximization

**O**n Jan. 22, NALC and USPS settled national-level grievance Q16N-4Q-C-19225551, M-01906 in NALC's Materials Reference System (MRS), which concerned the Postal Service hiring city carrier assistants (CCAs) above the contractual caps. As a result, approximately 2,500 CCAs meeting the criteria outlined in the settlement were converted to part-time flexible (PTF) on March 14. These conversions to PTF took place in offices with fewer than 200 workyears. Please note, both the 2016-2019 National Agreement and the July 2014 *Joint Contract Administration Manual (JCAM)* may use the term "man year" in place of workyear when defining office designations. These two terms are interchangeable.

Union representatives with questions regarding the work-year designation of a specific installation should contact their national business agent (NBA). Contact information for the NBA who covers your region can be found at [nalc.org](http://nalc.org).

As we approach the six-month mark since these conversions took place, this is a good time to check whether PTFs have met two separate maximization provisions that apply to the size of office where these PTFs work. These maximization provisions are in addition to the requirement to promote PTFs to full-time status in accordance with the Memorandum of Understanding (MOU) Re: Full-time Regular Opportunities – City Letter Carrier Craft, found on pages 159-162 of the National Agreement. For an explanation of this MOU, please see Director of City Delivery Chris Jackson's article in the October 2017 edition of *The Postal Record*.

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 *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 Mittenenthal 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, found on page 7-38 of the July 2014 *JCAM*, 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 this 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 NBA office.