

2021 *JCAM* changes, Part 2



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We are still working on jointly printing hard copies of the *Joint Contract Administration Manual (JCAM)*. We had hoped to have them available by sometime this month, but I think it will be more like sometime in October or a little later before we will be able to put a hard copy in your hands. The task of printing the *JCAM* is a joint venture. The parties share the cost of providing a copy of the *JCAM* to every office in the country with city delivery. As such, we have to go through the steps that USPS is required to take to fund its portion of the printing costs. This process is significantly more time-consuming than if NALC were independently printing the *JCAM*.

Last month, we started with the *City Carrier Assistant (CCA) Questions and Answers (Q&A's)* and showed you where the language for each Q&A is in the 2021 *JCAM*. We will pick up where we left off and begin with the last eight Q&A's, known as the *Other Provisions Joint Questions and Answers*:

1. The Memorandum of Understanding, Re: Part-Time Regular City Letter Carriers, establishes a cap on city letter carrier part-time regular employees as the number employed on the effective date of the 2011 National Agreement. What is the cap?

2. Is the limit of 682 part-time regular employees a national cap, or is it limited to locations that employed part-time regular city letter carriers on the effective date of the 2011 National Agreement?

3. Under the terms of the Aug. 30, 2013, Memorandum of Understanding Re: Residual Vacancies - City Letter Carrier Craft, may part-time regular city letter carriers request reassignment to full-time residual vacancies?

The language for *Other Provisions Q&A's* 1-3 is located on page 7-2 in the 2021 *JCAM*.

4. How will the provisions of Article 7.3.A be monitored for compliance?

5. How is the Article 7.3.A ratio of full-time regular city letter carriers per route determined?

The language for *Other Provisions Q&A's* 4-5 is located on page 7-17 in the 2021 *JCAM*.

6. Will the part-time flexible employee classification be phased out?

This Q&A is no longer applicable as written and was replaced with the language in Section 1.k of Appendix B in the 2019-2023 National Agreement, shown on page 7-20 of the 2021 *JCAM*.

7. When will the change to the annual uniform allowance be implemented for career city letter carriers?

This Q&A is not applicable at this time and not located in the 2021 *JCAM*.

8. How are breaks provided for part-time flexible employees (PTFs) who work less than eight hours on a particular day?

The language for *Other Provisions Q&A* 8 is located on page 8-3 in the 2021 *JCAM*.

There are a few general changes to point out:

All references to “Grade 1” and “Grade 2” positions throughout the *JCAM* have been changed to “non-Carrier Technician” and “Carrier Technician positions.”

All references to the “December” period throughout Article 8 in the *JCAM* have been changed to read “the penalty overtime exclusion period (December).” The “December” period can be read to mean the month of December. The penalty overtime exclusion period only lasts for 28 days each year. For instance, the 2021 penalty overtime exclusion period begins on Dec. 4 and ends on Dec. 31.

We will now move on to other *JCAM* changes. Some of the changes arose from amending previous language and some are a result of all new language. You will be able to tell one from the other because any new *JCAM* language listed below is bolded.

Article 8, pages 8-18:

Article 8.5.G provides that employees on the ODL may be required to work up to 12 hours per day and 60 hours per week. It further provides that the 12-hour and 60-hour restrictions do not apply to employees on the ODL during the penalty overtime exclusion period (December). **Accordingly, management may, but is not required to, assign ODL Letter Carriers to work in excess of the Article 8.5.G limits during the penalty overtime exclusion period (December).**

Pages 8-19:

Maximum Hours—60 Hour Limit. National Arbitrator Mittenthal ruled in H4N-NA-C 21 “Fourth Issue,” June 9, 1986 (C-06238) that the 12-hour and 60-hour limits are absolutes—a full-time employee may neither volunteer nor be required to work beyond those limits. **This rule applies to all full-time employees on the ODL or Work Assignment List except during the Penalty Overtime Exclusion Period (December).**

Limitations regarding **full-time employees not on the ODL or Work Assignment List, PTFs, and CCAs** are governed by *ELM*

(continued on next page)

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Section 432.32. **ELM Section 432.32 rules apply during the penalty overtime exclusion period (December).** (Step 4, E94N-4E-C 96031540, February 25, 1998, M-1272)

Pages 8-21:

Because this language limits total daily service hours, including work and mealtime, to 12 hours, **all letter carriers not on the ODL or Work Assignment List (including PTFs and CCAs)** are effectively limited to 11½ hours per service day. **This is true whether or not a meal break is taken. This rule also applies during the penalty overtime exclusion period (December).**

This amended language does not change any Article 8 rules. They are intended to explain the Article 8.5.G work-hour limitations for full-time employees and the *ELM*, Section 432.32 rules for all other letter carriers more clearly. This language really says two things:

1. The work-hour limitations for letter carriers on the overtime desired list (ODL) and work assignment list (WAL) are 12 hours per day and 60 hours per week, except during the penalty overtime exclusion period (in December). Management can work ODL and WAL letter carriers beyond the 12/60 limitations during the penalty overtime exclusion period (December), but they are not required to do so. This *JCAM* language is consistent with regional arbitration results on this subject.
2. The Article 8.5.G work-hour limitations for full-time letter carriers not on the ODL or WAL are 12 hours per day with a meal break. The same is true for PTFs and CCAs in accordance with *ELM*, Section 432.32. That means that all of these categories of letter carriers are effectively limited to 11.5 hours of work per service day. This is true whether or not a meal break is taken, and this rule applies throughout the year, including during the penalty overtime exclusion period (in December).

Pages 8-14 (essentially repeated on pages 8-31):

Counted Toward Equitability. **The 2019 National Agreement provides that all overtime worked by a letter carrier (including Carrier Technicians) on the ODL counts toward equitability for the quarter. The only exception is for the first eight hours of holiday premium work (work performed at one and a half times the straight rate of pay) on a holiday or designated holiday.** Prearbitration Settlement H8N-5D-C 18624, July 1, 1982 (M-00135) **is no longer applicable as written. However,** overtime that is concurrent with (occurs during the same time as) overtime worked by a letter carrier on the employee's own route on one of the employee's regularly scheduled days is **still** not counted as an opportunity missed for the purposes of administration of the ODL.

This new and amended language incorporates and adjusts previous language to establish the "hour is an hour" rule for determining overtime equitability and carries on the previous agreement regarding the fact that overtime opportunities on another route that occur at the same time as you are performing

overtime on your own route on one of your regular scheduled days cannot be counted as a missed opportunity for equitability.

Article 9, page 9-8 (Table 1) and page 9-10 (Table 2) explain the new promotional pay rules for all letter carriers as follows:

ELM Section 422.2 was changed effective October 14, 2017. This change modified the promotional pay rules for letter carriers in Tables 1 and 2 who are initially promoted from a non-Carrier Technician position to a Carrier Technician position after October 14, 2017. The new rules are:

- **Letter carriers who are promoted from a non-Carrier Technician position to a Carrier Technician position receive a 2.1 percent pay increase, remain in the same step, and retain their waiting period step credit toward their next step increase.**

Also, the effects of the national settlement (M-01893) are explained in Table 2 for letter carriers who were promoted from a CCA to a non-carrier technician position, and then awarded a carrier technician position prior to Oct. 14, 2017. Those of you who were affected by this situation earned a two-step bump in pay when you were awarded the carrier technician position. M-01893 makes it clear that you retain that pay increase you earned under the old promotional pay rules.

We explained what happens to your promotional pay situation if you bid off the carrier technician position, as well as if you later bid back on a carrier technician position, beginning on page 9-9 as follows:

However, there is an exception to this rule (referring to retaining the two-step pay increase):

Letter carriers who are awarded a non-Carrier Technician position from a Carrier Technician position lose the promotional pay step increase they received when they were promoted. They are placed in the step and with credit toward their next step increase as if all career Postal Service had been in a non-Carrier Technician position.

Letter carriers who lose their promotional pay step increase by being awarded a non-Carrier Technician position from a Carrier Technician and then later are awarded a Carrier Technician position receive the promotional pay step increase they lost. The employee is assigned to the next step in the Carrier Technician position, with waiting period credit toward the next step date as if he or she had remained continuously in that previously held Carrier Technician position.

What this says is that those of you hired as a career letter carrier after Jan. 13, 2013, who were promoted from a non-carrier technician position to a carrier technician position before Oct. 14, 2017, received a cookie in the form of a two-step pay increase. If you bid to, and are awarded, a non-Carrier Technician position, you lose the cookie. If you bid back to, and are awarded, another Carrier Technician position, you get your cookie back.

To be continued....