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Part-time flexible questions and answers

On May 24, 2022, NALC and USPS signed two memorandums of understanding (MOUs) that resulted in an increase in the number of part-time flexible (PTF) letter carriers in offices across the country.

Under the MOU Re: City Delivery Staffing Adjustment – Conversion to Part-time Flexible and Full-time Regular Status (M-01985), city carrier assistants (CCAs) in select offices were converted to PTF in order to adjust staffing and maintain compliance with contractual caps for CCAs. The offices affected by this MOU are listed on an attachment to the agreement. These conversions to PTF took effect on July 30.

The second agreement, MOU Re: City Delivery Staffing Adjustment – Hiring Part-Time Flexible City Letter Carriers (M-01986), was created as an effort to achieve and maintain appropriate staffing levels in the city letter carrier craft to provide quality service to customers. As a result of this agreement, all CCAs in the installations identified within the attachment were converted to PTF on July 16. In addition, all newly hired letter carriers in these installations will be hired as PTFs, not as CCAs.

Since the signing of M-01986, the national parties have agreed to add offices to those listed on the attachment. The list of additional offices is found in the MOU Re: City Delivery Staffing Adjustment – Hiring Part-Time Flexible City Letter Carriers – [Installation Name] (M-01988). As additional installations are added to sites where the Postal Service may only hire city letter carriers as PTFs, new agreements will be signed and added to M-01988.

All three agreements, along with the attachments listing the offices covered under each MOU, can be found in the Materials Reference System on the NALC website at nalc.org/workplace-issues/resources/materials-reference-system.

This article may help answer many questions that are likely to follow the career conversions and hirings associated with the MOUs. The article will point out differences between the PTF and CCA classifications for those making that transition. The article also should help those hired directly into the PTF position without spending any service time as a CCA.

Q. What are PTFs?

A. PTFs are career carriers who are a part of the regular workforce and have flexible work hours rather than a fixed schedule. PTFs are identified by USPS designation-activity code 43-4 on their PS Form 50, Notification of Personnel Action and in the Time and Attendance Collection System (TACS).

Article 7 of the National Agreement defines the different classifications of employees, including PTFs:

ARTICLE 7 EMPLOYEE CLASSIFICATIONS

A. Regular Work Force. The regular work force shall be comprised of two categories of employees which are as follows:

1. Full-Time. Employees in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to regular schedules consisting of five (5) eight (8) hour days in a service week.

2. Part-Time. Employees in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to regular schedules of less than forty (40) hours in a service week, or shall be available to work flexible hours as assigned by the Employer during the course of a service week.

Q. Do PTFs have a work-hour guarantee?

A. While PTFs have no weekly work-hour guarantees, they maintain the daily work-hour guarantees that apply to CCAs. Article 8, Section 8.C provides the same work-hour guarantees to PTFs as Article 8, Section 8.D provides for CCAs:

C. The Employer will guarantee all employees at least four (4) hours work or pay on any day they are requested or scheduled to work in a post office or facility with 200 or more workyears of employment per year. All employees at other post offices and facilities will be guaranteed two (2) hours work or pay when requested or scheduled to work.

D. Any CCA employee who is scheduled to work and who reports to work in a post office or facility with 200 or more workyears of employment shall be guaranteed four (4) hours of work or pay. CCAs at other post offices and facilities will be guaranteed two (2) hours work or pay.

Q. As a PTF, can I be laid off?

A. Members of the regular workforce, which includes PTFs, are protected from layoffs or reductions in force once they reach six years of continuous service, as provided in Article 6 of the National Agreement:

ARTICLE 6 NO LAYOFFS OR REDUCTION IN FORCE

(1) Each employee who is employed in the regular work force as of the date of the Award of Arbitrator James J. Healy, September 15, 1978, shall be protected henceforth against any involuntary layoff or force reduction.

(2) Employees who become members of the regular work force after the date of this Award, September 15, 1978, shall be provided the same protection afforded under (1) above on completion of six years of continuous service and having worked in at least 20 pay periods during each of the six years

The intent of this provision is to provide security to each career employee during their work lifetime. Career employ-

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ees achieve protected status upon completion of six years of continuous service, which begins upon conversion to career status. To receive credit, employees must work at least one hour in at least 20 of the 26 pay periods for six consecutive years following their conversion date. Absences from duty while on paid leave, military leave, leave without pay for union business or leave due to a compensable on-the-job injury are considered work for application of this provision. The time limit to receive the protections provided under Article 6 begins on the date an employee is converted from CCA to career or the date a newly hired career letter carrier is appointed. Time spent as a CCA does not count toward the six-year requirement.

Q. What hours/schedule will I be expected to work as a PTF?

A. Article 8 of the National Agreement describes the workweek, work hours and work schedule for letter carriers. PTFs work a flexible schedule and most of scheduling/work hour guidelines for PTFs are similar to CCAs; however, there is one important difference, found in Section 6:

ARTICLE 8 HOURS OF WORK

Section 6. Sunday Premium Payment

Each employee whose regular work schedule includes a period of service, any part of which is within the period commencing at midnight Saturday and ending at midnight Sunday, shall be paid extra compensation at the rate of 25 percent of the employee's base hourly rate of compensation for each hour of work performed during that period of service.

An employee's regularly scheduled reporting time shall not be changed on Saturday or Sunday solely to avoid the payment of Sunday premium payment.

While PTFs may be required to work on Sunday, they will receive an additional 25 percent of the base hourly rate for each hour worked.

Q. My supervisor has instructed me to come back to work later in the day. Is that proper under the National Agreement?

A. PTFs may be required to work a split shift under certain conditions. The following rules, found on page 8-24 and 8-25 of the 2022 *USPS-NALC Joint Contract Administration Manual (JCAM)*, determine the work or pay guarantees the employee is due:

Split shifts: When PTF employees work a split shift or are called back, the following rules apply (Step 4, H8N-1NC23559, Jan. 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.

Q. As a PTF, what types and amounts of leave am I entitled to?

A. Article 10 of the National Agreement outlines the leave program that the parties have negotiated. These leave provisions are also contained in Chapter 5 of the *Employee and Labor Relations Manual (ELM)*.

ARTICLE 10 LEAVE

Section 2. Leave Regulations

The leave regulations in Subchapter 510 of the *Employee and Labor Relations Manual*, insofar as such regulations establish wages, hours and working conditions of employees covered by this Agreement, shall remain in effect for the life of this Agreement.

The *ELM* defines which employee classifications are eligible for paid leave and the different types of leave they earn. Upon conversion to PTF, letter carriers earn sick leave and receive access to added leave categories above the leave benefits that CCAs receive. When a CCA is converted to a career position, any annual leave earned will be paid out.

Annual leave: Career letter carriers earn annual leave based on their years of career service, and the number of hours in which they are in a pay status accrues as follows:

- Less than three years = 1 hour for each unit of 20 hours in pay status
- Three years but less than 15 years = 1 hour for each unit of 13 hours in pay status
- 15 years or more = 1 hour for each unit of 10 hours in pay status

Military veterans may submit their DD Form 214, Certificate of Release or Discharge from Active Duty to receive credit toward their years of service for earning annual leave.

As career employees, PTFs may accumulate and carry over unused annual leave from year to year (instead of the terminal payout at the end of a CCA appointment), up to a maximum of 55 days, or 440 hours. In accordance with MOU Re: Annual Leave Carryover for Leave Year 2023 (M-09179), the maximum carryover from leave year 2022 into leave year 2023 has been temporarily increased to 520 hours.

Sick leave: PTFs earn one hour of sick leave for each unit of 20 hours in a pay status up to 104 hours per 26 pay-period leave year. Sick leave for PTFs may be carried over from year to year and has no maximum accumulation limit.

Court leave: PTFs who have completed their probationary period (CCAs converted to career who have completed one 360-day term as a CCA do not have a probationary period) are eligible for court leave if the employee would otherwise have been in a work status or annual leave status. The amount of court leave for PTFs shall not exceed eight hours in a service day or 40 hours in a service week.

Military leave: PTFs who are members of the National Guard or reserve components of the armed forces are granted paid military leave. Paid military leave is authorized absence from postal duties for hours the employee would have worked during his or her regular schedule, without loss of pay, time or performance rating, granted to eligible employees. Eligible PTFs receive one hour of military leave for each 26 hours in pay status. The employee must have a minimum of 1,040 hours in a pay status during the preceding fiscal year. Paid military leave cannot exceed 80 hours annually. The time spent as a CCA does not count toward meeting the 1,040-hour requirement.

Q. Do PTFs receive holiday pay?

A. While PTFs do not receive holiday pay per se, Article 11 of the National Agreement explains how PTFs are compensated for holidays:

ARTICLE 11 HOLIDAYS

Section 7. Holiday Part-Time Employee

*A part-time flexible schedule employee shall not receive holiday pay as such. Part-Time Flexible employees **other than those in Step AA** shall be compensated for the ten (10) holidays by basing the employee's regular straight time hourly rate on the employee's annual rate divided by 2,000 hours. For work performed on December 25, a part-time flexible schedule employee shall be paid in addition to the employee's regular straight time hourly rate, one-half (1/2) times the employee's regular straight time hourly rate for each hour worked up to eight (8) hours. (Emphasis added)*

Rather than basing a PTF's hourly pay rate on a 2,080-hour work year, as is the case with full- and part-time regular employees, the hourly pay rate for PTFs is based on a 2,000-hour work year. The result is a higher hourly straight time rate for PTFs, which offsets the lack of holiday pay. The additional holiday portion of a PTF's hourly straight time rate is not used when calculating overtime or Sunday premium.

Please note the language in bold in Article 11, Section 7 quoted above that excludes PTFs in Step AA from this provision. Currently, all newly converted and/or hired PTFs start at the Step AA pay rate.

With the observation of the Juneteenth National Independence Day as a paid holiday for career employees in 2022 by the Postal Service, the computation of the hourly rate for a PTF Steps A through O was changed to consider 11 paid holidays instead of the 10 as listed in Article 11 of the National Agreement. The straight-time hourly rate for a PTF, other than those in Step AA, is now calculated by dividing the annual salary by 1,992 hours, rather than the 2,080-figure used to calculate a full- or part-time regular's hourly rate. The difference of 88 hours is equivalent to a regular employee's pay for 11 holidays.

Q. How and when will I be converted to full-time regular status?

A. Most PTFs are converted to full-time regular status in accordance with Memorandum of Understanding Re: Full-time Regular Opportunities – City Letter Carrier Craft found on pages 161-165 of the 2019 National Agreement.

Q. How is “seniority” different from “relative standing”? How does it benefit me?

A. Seniority applies to all regular workforce city letter carrier craft employees. It is computed from your career appointment date in the city letter carrier craft and continues to accrue so long as service is uninterrupted in the same installation. CCAs converted to career status on the same day in the same installation will be in the same seniority order as their relative standing order. Seniority determines the “pecking order” for many of carriers’ contractual rights, including annual leave scheduling, opting under Article 41, and filling temporarily vacant higher-level assignments within the city letter carrier craft under Article 25.

Q. As a PTF, may I be involuntarily reassigned to another installation? What are my rights if I am?

A. Article 12 of the National Agreement contains the provisions regarding the reassignment of career employees.

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Article 12, Section 5.B.5 provides that full-time and PTF employees involuntarily detailed or reassigned from one installation to another shall be given not less than 30 days' advance notice, or 60 days if they qualify for relocation benefits, if possible.

ARTICLE 12 PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS

12.5.B.5 Full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another who qualify for relocation benefits shall be given not less than 60 days advance notice, if possible. They shall receive moving, mileage, per diem and reimbursement for movement of household goods, as appropriate, if legally payable, as governed by the standardized Government travel regulations as set forth in the applicable Handbook.

Full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another who do not qualify for relocation benefits shall be given not less than 30 days advance notice, if possible.

If a PTF is required to involuntarily relocate due to an involuntary reassignment, USPS is obligated to reimburse certain expenses under the policies contained in *Handbook F-15, Travel and Relocation*. The provisions for paying mileage in these circumstances are the same as for a CCA.

Q. As a PTF, may I voluntarily transfer to another installation?

A. Career employees wishing to transfer to another installation must serve a lock-in period in their current installation before being eligible to transfer. Local transfers (within the district to which the employee is currently assigned or to an adjacent district) require an 18-month lock-in period, while all other transfer requests require a 12-month lock-in period.

Whether a CCA must serve a "lock in" when they convert to career status is addressed by the parties on page 12-51 of the *JCAM*:

A CCA who is converted to career status is required to serve a lock-in period for transfers, just like any other newly hired career letter carrier is required to serve.

There are specific factors that management must consider fairly when evaluating transfer requests. These factors are referred to as "normal considerations." These normal considerations and other requirements governing voluntary transfers are contained in the MOU Re: Transfers on pages 189-192 of the 2019 National Agreement.

The MOU Re: Full-time Regular Opportunities – City Letter Carrier Craft allows PTF letter carriers, who were on the rolls as PTFs on Aug. 7, 2017, the ratification date of the 2016 National Agreement, to transfer without being subject to

normal transfer considerations. This provision does not apply to PTFs achieving career status after Aug. 7, 2017.

Q. I am having surgery and may not be able to carry my route until I recover. As a PTF, can I request a light-duty assignment?

A. Article 13 of the National Agreement 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:

ARTICLE 13 ASSIGNMENT OF ILL OR INJURED REGULAR WORK-FORCE EMPLOYEES

Section 2. Employee's Request for Reassignment

A. Temporary Reassignment

Any full-time regular or part-time flexible employee recuperating from a serious illness or injury and temporarily unable to perform the assigned duties may voluntarily submit a written request to the installation head for temporary assignment to a light duty or other assignment. The request shall be supported by a medical statement from a licensed physician or by a written statement from a licensed chiropractor stating, when possible, the anticipated duration of the convalescence period. Such employee agrees to submit to a further examination by a physician designated by the installation head, if that official so requests.

B. Permanent Reassignment

1. Any ill or injured full-time regular or part-time flexible employee having a minimum of five years of postal service, or any full-time regular or part-time flexible employee who sustained injury on duty, regardless of years of service, while performing the assigned duties can submit a voluntary request for permanent reassignment to light duty or other assignment to the installation head if the employee is permanently unable to perform all or part of the assigned duties.

Career employees must have five years of career service to be eligible to apply for permanent reassignment due to a non-job-related injury or illness.

Q. What about my health insurance? What are the changes? What are my options?

A. As a career PTF letter carrier, you are now entitled to participate in the Federal Employees Health Benefits (FEHB) program. You have 60 days to enroll in a FEHB plan from the date you became a career employee. This 60-day limit applies to CCAs who are converted to PTF and letter carriers hired directly to career positions as PTFs. CCAs who are converted to PTF should have received a package of information in the mail that included a brochure listing the available plans and their cost. Those letter carriers hired

directly as PTFs should have received this information during orientation. Your right to these benefits, and to have a large portion of their cost paid for by the Postal Service, is covered by Article 21 of the National Agreement:

ARTICLE 21 BENEFIT PLANS

Section 1. Health Benefits

B. The bi-weekly Employer contribution for self only, self plus one, and self and family plans is adjusted to an amount equal to 73% in 2020 and 2021, and 72.0% in 2022 and 2023, of the weighted average bi-weekly premiums under the FEHBP as determined by the Office of Personnel Management. The adjustment begins on the effective date determined by the Office of Personnel Management in January 2020, January 2021, and January 2022, and January 2023.

If as a CCA you were enrolled in the USPS Non-Career Employee Health Benefits Plan, your enrollment in that plan is terminated either: 1) the last day of the month that is 28 days after you are converted to a career position, or 2) if you choose to enroll in a FEHB plan, the date your FEHB coverage begins, whichever is earlier. It is recommended that you enroll in the FEHB as soon as possible to avoid any gap in coverage or to start receiving health benefits.

Q. Do I receive dental and vision insurance?

A. The Federal Employees Dental and Vision Insurance Program (FEDVIP) is a voluntary program designed to provide supplemental dental and vision benefits, which are available on an enrollee-pay-all basis (no government contribution toward premiums) to federal civilian and U.S. Postal Service employees, retirees and their family members. Letter carriers are eligible to enroll in FEDVIP upon conversion to career status. For more information on available plans and their associated costs, visit benefeds.com.

Q. Are there any other programs that will help me save money on my health care costs?

A. As a career employee, you are automatically eligible to contribute to a flexible spending account (FSA) on a pre-tax basis. An FSA allows you to pay for eligible out-of-pocket health care and dependent care expenses with pre-tax dollars. By using pre-tax dollars to pay for eligible health care and dependent care expenses, an FSA gives you an immediate discount on these expenses that equals the taxes you would otherwise pay on that money. For plan information and enrollment options, go to fsafeds.com.

Q. Do I now receive life insurance?

A. Employees converted to career status, and those hired directly to career, are automatically enrolled in Federal Em-

ployees' Group Life Insurance (FEGLI) for basic life insurance coverage, unless this coverage is waived. Basic coverage begins the first day in a pay and duty status after conversion. USPS pays the entire cost of the basic coverage. The coverage is the annual rate of base pay rounded up to the next \$1,000 plus \$2,000. The annual rate for a PTF at Step AA is equal to the annual rate for a full-time regular at Step A.

You may choose to increase the amount of life insurance coverage up to five times your annual salary or provide optional coverage for your spouse and eligible dependent children; however, these additional premiums are paid entirely by the employee. To enroll, you must submit a completed Life Insurance Election form (SF 2817) to your local personnel office within 60 days of either your conversion to career or the date you were hired, if hired to a career position. Eligibility to enroll in optional insurance after your first 60 days is limited. Open season for FEGLI is rare, and the most recent FEGLI open seasons were held in 1999, 2004 and 2016. Outside of an open season, eligible employees can enroll or increase their coverage by taking a physical exam or with a qualifying life event (QLE). For more information on FEGLI and a list of QLEs, visit opm.gov/healthcare-insurance/life-insurance.

Q. What about retirement? Do I start earning it? How does it work?

A. Upon entering career service, employees are enrolled in the Federal Employees Retirement System (FERS). FERS comprises three components: FERS Basic Benefit Plan, Social Security and the Thrift Savings Plan (TSP). The basic benefit plan and Social Security portion of your retirement are defined benefits, while the TSP is similar to a 401(k) retirement plan.

Career employees have control over their TSP accounts. The Postal Service automatically contributes 1 percent of your base pay and will match employee contributions up to 5 percent of base pay. Although participation in TSP is voluntary, letter carriers are automatically enrolled, and 5 percent of base pay will be deducted each pay period and deposited into your TSP account unless you elect to change or stop contributions. For more information on retirement, please visit the NALC website or contact the NALC Retirement Department at 202-393-4695.

Q. Can I opt on a carrier technician assignment? If so, do I receive carrier technician pay?

A. Temporarily vacant carrier technician positions are higher-level assignments and thus are not subject to opt-

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ing under the provision of Article 41, Section 2.B. Rather, temporarily vacant carrier technician positions must be filled in accordance with Article 25, and as a career letter carrier, you now are entitled to the provisions outlined in this article. Employees who are detailed to carrier technician positions in accordance with Article 25, Section 4, are entitled to higher-level pay as if promoted to the position. These provisions are outlined below:

ARTICLE 25 HIGHER LEVEL ASSIGNMENTS

Section 1. Definitions

Higher level work is defined as an assignment to a ranked higher level position, whether or not such position has been authorized at the installation.

Section 2. Higher Level Pay

An employee who is detailed to higher level work shall be paid at the higher level for time actually spent on such job. An employee's higher level rate shall be determined as if promoted to the position.

Section 4. Higher Level Details

Detailing of employees to higher level bargaining unit work in each craft shall be from those eligible, qualified and available employees in each craft in the immediate work area in which the temporarily vacant higher level position exists. However, for details of an anticipated duration of one week (five working days within seven calendar days) or longer to those higher level craft positions enumerated in the craft Article of this Agreement as being permanently filled on the basis of promotion of the senior qualified employee, the senior, qualified, eligible, available employee in the immediate work area in which the temporarily vacant higher level position exists shall be selected.

Q. An unassigned regular (UAR), PTF and CCA all have requested to opt (hold-down) on the same vacant route for the same time period. Who gets the hold-down?

A. Full-time reserve, unassigned regulars and PTFs have first preference, by use of their seniority, to be awarded a hold-down assignment prior to a CCA. This is outlined in Article 41, Section 2.B of the National Agreement as follows:

ARTICLE 41 LETTER CARRIER CRAFT

Section 2.B Seniority

3. Full-time reserve letter carriers, and any unassigned full-time letter carriers whose duty assignment has been eliminated in the particular delivery unit, may exercise their preference by use of their seniority for available craft duty assignments of anticipated duration of five (5) days or more in the delivery unit within their bid assignment areas, except where the local past practice provides for a shorter period.

4. Part-time flexible letter carriers may exercise their preference by use of their seniority for vacation scheduling and for available full-time craft duty assignments of anticipated duration of five (5) days or more in the delivery unit to which they are assigned. City carrier assistants may exercise their preference (by use of their relative standing as defined in Section 1.f of the General Principles for the Non-Career Complement in the Das Award) for available full-time craft duty assignments of anticipated duration of five (5) days or more in the delivery unit to which they are assigned that are not selected by eligible career employees.

Q. I have opted on a temporary vacancy. Can management move me to another assignment?

A. Article 41, Section 2.B.5 of the National Agreement requires management to honor opts for the duration of the vacancy. These rules apply to all carriers properly awarded a hold-down assignment:

ARTICLE 41 LETTER CARRIER CRAFT

Section 2.B Seniority

5. A letter carrier who, pursuant to subsections 3 and 4 above, has selected a craft duty assignment by exercise of seniority shall work that duty assignment for its duration.

The opting carrier awarded the hold-down works the assignment until the regular carrier returns, a new regular carrier is assigned, or as outlined below. Opting carriers are entitled to work the regular schedule/hours of the assignment, but are not automatically entitled to the scheduled day off of the assignment. A carrier may be removed from the hold-down only to provide work for a full-time carrier who does not have sufficient work for a full-time assignment.

When a CCA or PTF letter carrier on a hold-down is converted to full-time regular and assigned to a residual vacancy pursuant to Article 41, Section 1.A.7, the employee may voluntarily choose to end the hold-down and assume the new assignment at any time. This right is explained in the MOU Re: Opting Duration found on page 226 of the 2019-2023 National Agreement.

While PTFs deliver mail in the same manner as CCAs, there are many differences between the two classifications. As career employees, PTFs are entitled to increased benefits and subjected to different rules. New PTFs should review the points above and refer to the NALC *Letter Carrier Resource Guide* for more information. The NALC *Veterans Guide* is also a good reference for additional rights and benefits provided to letter carriers who are military veterans. Both the *Letter Carrier Resource Guide* and the *Veterans Guide* are available on the NALC website at nalc.org/workplace-issues/resources and nalc.org/community-service/nalc-veterans.