

Contract Administration Unit

Paul Barner, Executive Vice President
James D. Henry, 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

Article 25 Higher Level Assignments—vacant carrier technician positions

Temporarily vacant carrier technician (T-6) positions are not available for opting/hold-down under the provisions of Article 41. Carrier technician positions are considered higher-level assignments, and when temporary vacancies occur, they are filled in accordance with the provisions of Article 25. This month's "Contract Talk" will explain Article 25, higher-level assignments, and the rules for filling temporarily vacant carrier technician assignments.

Article 25, Section 1 of the National Agreement defines higher-level work.

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.

Article 25, Section 4 sets forth rules for filling temporarily vacant, bargaining-unit, higher-level positions, stating:

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 and available employee in the immediate work area in which the temporarily vacant higher-level position exists shall be selected. These rules depend on the duration of the vacancy. For a vacancy of less than five working days, any employee may be selected from those who are eligible, qualified and available in the immediate work area in which the vacancy occurs. For a vacancy of five working days or more, the senior qualified, eligible and available employee in the immediate work area must be selected.

As indicated, these rules depend on the duration of the vacancy. For a vacancy of less than five working days, any employee may be selected from those who are senior, qualified, eligible and available in the immediate work area in which the vacancy occurs. For a vacancy of five working days or more, the senior, qualified, eligible and available volunteer in the immediate work area must be selected. Article 25 is especially beneficial to full-time regular employees who already have their own bid as-

signments. Since Article 41, Section 2.B restricts opting to part-time flexibles, reserve regulars, unassigned regulars and city carrier assistants (CCAs); full-time regular employees with bid assignments cannot opt for vacant routes. However, all qualified letter carriers, including part-time flexibles and full-time regular letter carriers with bid positions, are eligible to apply for higher-level assignments under the provisions of this section.

“Carrier technician positions are considered higher-level assignments, and when temporary vacancies occur, they are filled in accordance with the provisions of Article 25.”

An employee selected for a higher-level assignment may voluntarily remain on the assignment as long as he or she remains eligible, qualified and available in the immediate work area. However, unlike the provisions of Article 41 regarding hold-downs, Article 25, Section 4 does not have a duration clause. Therefore, the assignment to higher level does not limit or supersede management's right to assign full-time unassigned regular employees under the provision of Article 41, Section 1.A.7, which could possibly remove the employee from the immediate work area of the available position. Likewise, the assignment to higher level does not limit or supersede a carrier's right to bid, opt or return to his or her bid position. Employees working a vacant carrier technician assignment under Article 25 may choose to return to their regular assignment any time they wish.

Letter carriers who temporarily fill vacant T-6 positions assume the hours of the vacancy as provided by the pre-arbitration settlement H8N-3P-C 32705, Jan. 28, 1982 (M-00431 in NALC's Materials Reference System), which states:

Details of anticipated duration of one week (five working days within seven calendar days) or longer to temporarily vacant Carrier Technician (T-6) positions shall be filled per Article 25, 1981 National Agreement. When such temporary details involve a schedule change for the detailed employee, that employee will assume the hours of the va-

(continued on page 38)

Article 25 (continued)

(continued from page 37)

cancy without obligation to the employer for out-of-schedule overtime.

Carriers filling temporarily vacant carrier technician assignments will receive additional compensation equivalent to 2.1 percent of the employee's applicable hourly rate for all paid hours while working the assignment. Pay for work while in a higher-level position is governed by Article 25, Section 2, which provides in relevant part:

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.

Additionally, the Step 4 Settlement H4N-5R-C 44093, Feb. 10, 1989 (M-00902), provides that the following management document known as the "Brown Memo" (Nov. 5, 1973, M-00452) is a contractual commitment and remains in effect. The memorandum explains that when a replacement employee is entitled to higher-level pay when no employee is detailed under the provisions of Article 25, Section 4:

When a carrier technician (T-6) is absent for an extended period and another employee serves the series of 5 routes assigned to the absent T-6, the replacement employee shall be considered as replacing the T-6, and shall be paid at the T-6 level of pay for the entire time he or she serves those routes, whether or not he or she performs all of the duties of the T-6. When a carrier technician's absence is of sufficiently brief duration so that his replace-

ment does not serve the full series of routes assigned to the absent T-6, the replacement employee is not entitled to the T-6 level of pay. In addition, when a T-6 employee is on extended absence, but different carriers serve the different routes assigned to the T-6, those replacements are not entitled to the T-6 level of pay. The foregoing should be implemented in a straightforward and equitable manner. Thus, for example, an employee who has carried an absent T-6 carrier's routes for four days should not be replaced by another employee on the fifth day merely to avoid paying the replacement higher-level pay.

Management has an obligation to fill temporarily vacant carrier technician positions when requested via Article 25 by a qualified career letter carrier. National Arbitrator Snow held in C-10254, Sept. 10, 1990, that management may not assign different employees on an "as needed" basis to carry a route on a T-6 string when a vacancy of five or more days is involved; instead, such vacancies must be filled according to Article 25. While CCAs are not eligible for higher-level pay under Article 25, CCAs can be administratively assigned by management to vacant carrier technician assignments. When this occurs, the CCA's PS Form 50, Notification of Personnel Action must be revised to reflect that they are assigned to a carrier technician position.

City carriers with questions about Article 25, higher-level pay, or filling temporarily vacant carrier technician assignments should contact their shop steward or branch officer.

Director of Safety and Health

Ergonomics (continued)

(continued from page 33)

should coordinate plans for future equipment based on anticipated flat volume to be handled at the case.)

The *ELM* contains two key ergonomic references at §section 811.22 in its Vision Statement and in Section 833.1, in which ergonomics is a required element in the development of new equipment, vehicles and facilities.

By letter dated Nov. 13, 2013 (USPS3574), the USPS provided the NALC with notice of Article 19 changes to the *EL-*

809, Guidelines for Area/Local Joint Labor Management Safety and Health Committees, incorporating ergonomics as a required element to be discussed in all safety meetings.

If your supervisors or managers are abandoning ergonomics as an element of their obligation to provide a safe work environment, we need to address this through discussion at safety committee meetings and labor-management meetings at the installation level, and then if necessary through the grievance procedure.