

**Contract Administration Unit**

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# Grieving Postal Service FECA violations

**T**he Federal Employees' Compensation Act (FECA) requires the Postal Service to forward claims for traumatic injuries (CA-1) and occupational diseases (CA-2) to the Office of Workers' Compensation Programs (OWCP) within 10 working days of receipt from an employee. The Postal Service is required to submit forms for wage-loss compensation (CA-7) to OWCP within five working days of receipt.

OWCP tracks and reports the timeliness of submission of claims from every federal agency, including the Postal Service. OWCP posts the reports on the internet quarterly.

In the last quarter of Fiscal Year 2017, the Postal Service as a whole averaged 86 percent timeliness on initial claim submissions (CA-1 and CA-2). One area reported 100 percent timely, but a number of areas were under 80 percent. Every untimely submission harms an injured worker by potentially causing delays in both wage-loss compensation and medical treatment. Delays in medical treatment can extend an injured employee's absence from work, which can result in increased costs to the Postal Service as well as to the employee.

**Article 21.4 of the National Agreement incorporates FECA and the implementing regulations of FECA into the contract.** Article 21.4 also requires the Postal Service to promulgate regulations that comply with OWCP requirements. Those postal regulations are largely found in the *Employee and Labor Relations Manual (ELM)* and the *Injury Compensation Handbook, EL-505*.

Violations of FECA regulations by the Postal Service are contractual violations. FECA regulations make no exceptions for delaying submission of claim forms by the Postal Service to OWCP.

Shop stewards can help injured workers and hold the Postal Service accountable by grieving Postal Service violations of FECA time limits.

Grievance officers need to be mindful that OWCP decisions are distinct from Postal Service actions. OWCP decisions may only be challenged through internal OWCP appeal procedures and may not be challenged through the grievance procedure.

*ELM* regulations regarding Postal Service time limits are found in Section 544.212:

The control office or control point submits to the appropriate OWCP district office within 10 working days after it is received from the employee:

- a. Completed Form CA-1 or Form CA-2.
- b. Any other information or documents that have some bearing on the claim.

Chapter 3 of the *EL-505* contains similar instructions.

In many offices, the control office is the Injury Compensation Control Office (ICCO), now referred to as the district Health Resource Management (HRM) office. Chapter 3 of the *EL-505* requires supervisors to notify the HRM office as soon as possible after an injury has been reported. Once the supervisor has completed the agency portion of the appropriate form, they must submit the form and all other documentation to HRM within 24 hours. HRM is usually the

office that logs the claim into a postal database and then submits the completed claim form to OWCP.

Postal officials should not change any information on the employee portion of claim forms. If the HRM office reviews the form and finds it incomplete, HRM must contact the employee, the employee's representative or the employee's supervisor for the missing information. To prevent delays in submission of forms to OWCP, if it is not possible to obtain written revisions from the employee of obvious or suspected errors in the Employee portion of the CA-1, such errors may be listed on the supervisor portion of the CA-1 and initialed and dated by HRM personnel (or the supervisor) identifying the errors.

**Successful grievances for untimely submission of OWCP claim forms should include an interview of the supervisor who handled the original claim form.** The Postal Service has many new supervisors who have had little or no training in OWCP rules and procedures. Lack of training may prove ignorance, but it does not allow USPS to violate the National Agreement.

Specialists in the HRM office should also be interviewed. In response to a 2016 report from the Office of Inspector General (OIG) that documented the mishandling of OWCP forms at some HRM offices, the Postal Service revised the *EL-505* and now requires HRM offices to date-stamp all claim documents upon receipt in the HRM office. Outgoing claim documents must also be date-stamped when sent to OWCP. The 2016 OIG audit report is available at [nalc.org](http://nalc.org). Navigate to "Workplace Issues" and then to "Injured on the job." A copy of this audit report should be included in any appeal to Step B of a grievance challenging USPS delay of submission to OWCP of claim forms or other documents.

OWCP claim documents are protected by Department of Labor privacy regulations. Shop stewards should obtain a privacy release from the injured worker accompanying any request for claim documents.

Remedies in OWCP grievances should attempt to fix the problem as well as make the grievant whole. In cases where the Postal Service has not complied with its obligation to timely forward claim forms to OWCP out of ignorance of the OWCP requirements, it may be appropriate to request a remedy requiring that supervisors and managers, including HRM employees, be formally trained in FECA and postal regulations. A recent arbitration decision, C-33076, issued Nov. 3, specifically identified the district HRM manager by name as not understanding what she was required to do under FECA regulations, and ordered training for supervisors and managers on OWCP requirements at both the district and station levels, under the joint auspices of the Postal Service area and NALC's national business agent. That remedy should fix the problem locally because that HRM manager will not likely want to appear before an arbitrator in the future regarding a similar violation.

**NALC branches should have zero tolerance for Postal Service violations of FECA.** Enforcing strict contract compliance for violations of injured workers' rights will benefit every letter carrier.

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# Voluntary reassignments

**Article 12 of the National Agreement sets forth the process used when letter carriers wish to voluntarily transfer from one installation to another. It states:**

## **Section 6. Transfers**

A. Installation heads will consider requests for transfers submitted by employees from other installations.

B. Providing a written request for a voluntary transfer has been submitted, a written acknowledgment shall be given in a timely manner.

These provisions must be read along with the Memorandum of Understanding (MOU), Re: Transfers included in Article 12 to determine the rules governing the request. While the process for submitting the request is the same regardless of the circumstances, the rules vary depending on the location of the transfer request. The MOU comprises two sections that define the two categories of transfers:

1. Reassignments (transfers) to other geographical areas.
2. Local reassignments (transfers).

**Determining which section governs the request depends on the location of the installation where the employee wishes to transfer.** Transfers under Section 1 of the MOU are to any installation unless they are defined as local transfers in Section 2. Local transfers are defined in Section 2 as reassignments to an installation in the current or adjacent districts.

The only difference between the two types of transfers is the lock-in period employees must serve prior to submitting their request. For transfers covered by Section 1, letter carriers must be employed for at least one year in their current installation prior to the request. For transfers under Section 2, the lock-in period is 18 months.

There are two exceptions to both lock-in periods. One exception is granted if a letter carrier who previously transferred wants to return to their former installation. In this case, there is no lock-in period. The second exception may be granted if the installation head of the current installation releases the employee early. Keep in mind that newly converted career employees also must serve this lock-in period, and time spent as a CCA does not count toward the minimum service time requirements discussed above. This issue is covered in the Questions and Answers 2011 USPS/NALC National Agreement (M-01870) dated March 16, 2016:

28. After a CCA becomes a career employee does he/she serve a lock-in period for transfers as defined by the Memorandum of Understanding, Re: Transfers?

Yes.

**Employees have two options for submitting their requests;** however, regardless which option is used, the request will be entered in eReassign. This is the automated system

used by the Postal Service to administer transfer requests. This program may be accessed either online at [liteblue.usps.gov](http://liteblue.usps.gov), through the Postal Service intranet for employees with computer access at work, or through the self-serve kiosks located in some facilities.

The first option is for an employee to submit a written request to human resources (HR) in the installation where they want to transfer. The employee should keep a written record of the request. In addition, HR is required to provide the employee with written confirmation of the request.

The second option is to submit the request through eReassign using one of the options listed above; however, most letter carriers will use LiteBlue for their submission. To log into LiteBlue, employees will need their employee identification number (EIN) and password. Once the employee logs in, eReassign is accessed by the “My HR” tab at the top of the page and then by clicking on “Access eReassign.” Accessing eReassign requires the employee to log in again using their EIN and password.

After logging in, employees can submit a request if they know the installation and craft into which they want to transfer. If they do not know which craft positions are employed in offices that they desire to work in, eReassign allows them to search by city or state. Keep in mind that even though an office may have letter carrier craft employees, a vacant position may not be available at the time of the request. In that case, employees should still request a transfer to the installation, because when a position does become available, all individuals who request transfer into that installation will be considered in the order in which the requests are made.

Employees may submit an unlimited number of transfer requests; however, each request expires one year from the date of submission. If a request is placed in review in eReassign because transfers are being considered to fill a vacancy, it will be automatically extended for one year. If the request is never in review, the employee is responsible for renewing the request, which may be done within 90 days of the expiration date. If an employee fails to renew the request, any new request will be placed in an order based on the date of the new submission.

**It is very important that letter carriers monitor their transfer requests and do not allow them to expire.** If a transfer request expires, employees must submit a new request if they still wish to transfer to that installation. Again, transfer requests are considered in the order in which they are received, and a newly submitted request will cause the employee to start over in the process. This could result in their missing out on a transfer opportunity that they would have otherwise been offered.

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# PTFs and maximization

**T**he 2016-2019 National Agreement contains the Memorandum of Understanding (MOU) Re: CCA Conversion to Career Status that required city carrier assistants (CCAs) with a relative standing date 30 months prior to the ratification date of the 2016 National Agreement (Aug. 7, 2017) to be converted to career status. Specifically, the MOU required such CCAs who work in 200-workyear offices to be converted to full-time regular career status and those CCAs who work in 100- or 125-workyear offices to be converted to part-time flexible status. These conversions took place on Sept. 30, 2017. As a result, we now have hundreds more PTFs.

Because this conversion took place approximately six months prior to this month's *Postal Record* being distributed, this is a good time to check to see whether PTFs have met two separate maximization provisions that apply to the size of office where these PTFs work.

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 *Joint Contract Administration Manual (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 Mittenthal 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 creates a maximization obligation in addition to those found in Article 7, Section 3 of the National Agreement. It 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 the 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 national business agent's office.

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# Heat-related safety

**I**ndependence, MO letter carrier John Watzlawick died while in the performance of his duties on July 24, 2012. His death was determined to have been caused by the heat. The Occupational Safety and Health Administration (OSHA) issued USPS a citation because it failed to protect him. A judge from the OSHA Review Commission determined that:

...From the very top of the management chain down to the floor supervisor, the message was clear: heat is not an excuse for performance issues...The problem, of course, is that this message flies in the face of long-established industry knowledge...Considering the amount of information available to [USPS] regarding heat hazards, the Court also finds that [USPS] should not be entitled to any credit for good faith...

**What should you do in preparation for the heat of summer** before it arrives? Letter carriers should first educate themselves on heat safety by reading available information. OSHA maintains a website displaying its heat safety material at [osha.gov/heat](http://osha.gov/heat), which instructs employers as follows.

Under OSHA law, employers are responsible for providing workplaces free of known safety hazards. This includes protecting workers from extreme heat. An employer with workers exposed to high temperatures should establish a complete heat-illness prevention program that includes the following:

- Providing workers with water, rest and shade.
- Allowing new or returning workers to gradually increase workloads and take more frequent breaks as they acclimatize, or build a tolerance for working in the heat.
- Planning for emergencies and training workers on heat-illness prevention.
- Monitoring workers for signs of illness.

Go to the above OSHA webpage and read all of the information available on heat safety. This information will

give you a full understanding of the dangers of working in the heat. Here letter carriers also can download and install the OSHA and the National Institute of Occupational Safety and Health (NIOSH)'s Heat Safety Tool Smartphone App. Once the app is installed, it can detect your location and provide you with the current temperature, humidity and heat index (combination of temperature and humidity). It also will provide the expected heat index for the balance of the workday. (See app screen capture below.)

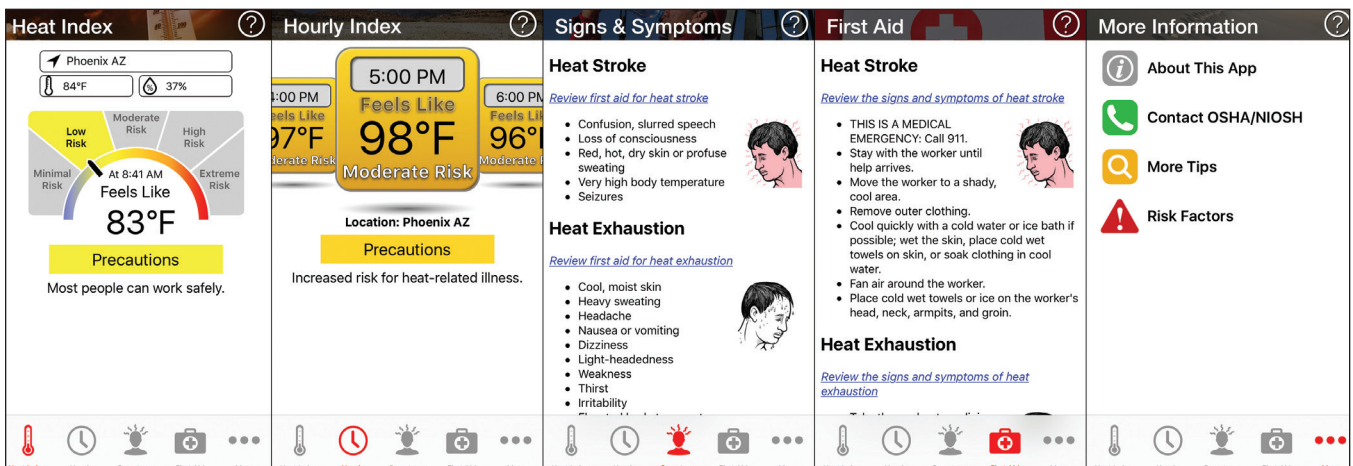
The NALC Safety and Health page on the NALC website ([nalc.org/workplace-issues/safety-and-health](http://nalc.org/workplace-issues/safety-and-health)) also provides material on heat safety. Under the heading "Extreme weather" are sections titled: "Safety in extreme heat," "Enforcing heat safety rules," "OSHA/NIOSH Heat Safety Tool" and "OSHA citations relating to heat safety." Each section contains information important to letter carriers working in the heat of the summer.

Prior to the heat season beginning, local NALC representatives should initiate a conversation with their supervisors/managers/postmasters asking that they share their plans to prevent letter carriers from suffering a heat injury, including copies of the training materials that will be used in stand-up talks. If there is pushback, shop stewards have the right to investigate what management plans to do to prevent you from suffering harm.

**In the event a letter carrier suffers a heat related injury,** the following steps should be taken:

**1. The first thing that needs to be done is to provide the injured employee with medical attention by transporting the employee to a medical facility or immediately calling 911 for emergency care.** Bringing the employee back to the office to fill out paperwork before medical care is provided

*(continued on next page)*



# Heat-related safety (continued)

could further jeopardize the employee's health and is not required. An employee does not need permission to seek emergency treatment. Section 866.1 of the *Employee and Labor Relations Manual (ELM)* provides that "In the event of a medical emergency, immediate and appropriate medical care must be provided." (See the August 2017 *Postal Record* article by the NALC director of safety and health.)

**2. The employee, a union representative or a member of the family should request a CA-1 and complete the form to request continuation of pay.** Once the form is submitted to management, we should immediately obtain the receipt of the CA-1 from them.

**3. Obtain a Form CA-16, signed by management, and then provide the form to the treating physician.**

**4. After medical care is provided, NALC requests that the employee or a union representative fill out an NALC Initial Heat Injury Report.** (See an example of the form below.) NALC seeks contact information for the injured employee as well as for the branch president. We then need a description, from the employee, as to what happened leading up to the injury. When filling out the form, please share what type of delivery is involved (mounted, park-and-loop, centralized), temperature (heat, humidity and heat index, if possible) symptoms experienced by the injured employee, as well as communication with management and its response. All these factors are very helpful in getting a picture of what went wrong.

Once the form is completed, it should be forwarded to the NALC director of safety and health and to the appropriate national business agent (NBA). A copy of the form can be found on NALC's safety page in the section titled "Enforcing heat safety rules."

Once the form is received at NALC Headquarters, it will be tracked and a copy will be forwarded to the appropriate NBA so that they can follow up as necessary with the injured employee, make sure that they have received the necessary medical care, and to assist, if necessary, with workers' compensation paperwork and processing, a service that is provided to NALC members only.

**5. The local representative should then investigate the facts leading up to the injury.** The following represent some of the issues that need to be explored, though other questions also may need to be asked:



- Did the employer properly train all letter carriers (including the injured employee) on how to prevent a heat injury? If so, when was this training last provided?
- Did the employer provide water, rest and shade, as recommended by OSHA and NIOSH?
- If the employee or someone else communicated with management to advise of the employee's condition, did management act appropriately and get the employee out of harm's way, or did they fail their responsibilities to the employee? If they failed, what were their actions?

**After making a determination of the facts leading to a letter carrier's injury, an NALC representative may need to do some or all of the following things depending on the circumstances:**

- A PS Form 1767 should be filled out to report the hazard (keeping a copy for your records).
- A grievance may need to be initiated.
- A complaint may need to be initiated with the U.S.

Department of Labor. (The fifth panel on the OSHA-NIOSH Heat Safety App provides contact information. You can press the "Contact" button and call or connect with the OSHA webpage. Scroll down to the "Take Action" section, press "File a safety and health complaint." This takes you to the page identified as "How to File a Safety and Health Complaint," which lists your options.) You also could do the same by going to [osha.gov](http://osha.gov).

**If you do file a complaint** and/or grievance, please forward a copy to NALC's director of safety and health. It is recommended that every letter carrier use the OSHA/NIOSH Heat Safety Tool App each morning during the heat season to help determine what should be done each day to prevent heat injuries.

 National Association of Letter Carriers 

**Initial Heat Injury Report**

Date of Injury: \_\_\_\_/\_\_\_\_/\_\_\_\_

Employee Name: \_\_\_\_\_ CCA: \_\_\_\_ FTR: \_\_\_\_

Contact#: \_\_\_\_\_ Email address: \_\_\_\_\_  
(cell preferred)

Work Location: \_\_\_\_\_ State: \_\_\_\_  
Installation and Station

Branch President: \_\_\_\_\_ Branch: \_\_\_\_

Contact#: \_\_\_\_\_ Email address: \_\_\_\_\_  
(cell preferred)

Events leading to injury:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please send a copy of this form to NALC Director of Safety and Health at NALC Headquarters or to [peralta@nalc.org](mailto:peralta@nalc.org)

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# Retirement processing issues

**T**he Office of Personnel Management (OPM) administers the Civil Service Retirement System (CSRS) and the Federal Employees Retirement System (FERS). OPM is the federal agency that has authority to decide all matters regarding CSRS and FERS retirements. OPM decides whether a letter carrier is eligible to retire, how much he or she will receive in retirement, and a host of related issues. OPM has its own internal appeals system that is available when a retiree believes an OPM decision is wrong. No decision, action or lack of action by OPM can be challenged using the grievance procedure.

However, OPM requires employees to apply for retirement through their own federal agency, including the Postal Service.\* OPM requires the Postal Service to process the retirement applications of employees. The OPM regulations regarding the processing of retirement applications of employees by agencies are complex. Many of those regulations are explained in OPM's *CSRS-FERS Handbook*, which is available online at [opm.gov/retirement-services/publications-forms/csrsfers-handbook](http://opm.gov/retirement-services/publications-forms/csrsfers-handbook).

**The Postal Service Employee Labor Relations Manual (ELM)** Chapters 560 (CSRS) and 580 (FERS) also reflect many of OPM's regulations regarding retirement applications. If there is a conflict between OPM regulations or policies and the Postal Service ELM provisions regarding the processing of retirement applications, OPM's regulations control. See ELM 561.2 and 581.2:

The CSRS [FERS] laws, policies, and regulations issued by OPM, including those governing employee eligibility and benefits, are controlling in the event of conflict with the information contained in this subchapter.

Article 21 Section 3 of the National Agreement incorporates the provisions of the CSRS (5 USC 83) and FERS (5 USC 84). It follows that violations by the Postal Service of OPM regulations, *ELM* provisions, Step 4 settlements, etc., regarding retirement processing issues can be addressed through the grievance procedure, provided the grievant is a current employee at the time of filing.\*\*

**One retirement application processing issue seems to be widespread.** It has to do with the Certified Summary of Federal Service. For CSRS employees, this form is the SF 2801-1. For FERS employees, it is the SF 2701-1. This is a critical form because both eligibility to retire, and the amount of a retirement annuity are based in part on the total years and months of service. The Certified Summary of Federal Service is the form that is used for agencies to certify to OPM the dates of the retiring employees creditable service, which may include time as a career employee, as a non-career employee, military service, part time service, etc.

Here is what OPM's *CSRS FERS Handbook* says about it:

### Section 40A3.1-1B. CSRS Forms To Be Completed by Agency

The personnel office must:

Prepare a Certified Summary of Federal Service (SF 2801-1) that lists the employee's verified Federal civilian and military service. NOTE: The employee should review and sign the Certified Summary of Federal Service. However, if the employee is unable to sign the Certified Summary, the agency may submit the form to OPM without the employee's signature.

### FERS Forms To Be Completed by Agency

The forms to be completed by the personnel office in the case of a FERS employee are the same as those used for a CSRS employee (see paragraph B), with the following exceptions: The Certified Summary of Federal Service is SF 3107-1.

### The instructions on the form for the employee also are clear:

1. Your employing office will complete and certify this form for you.
2. Review this form carefully. Be sure it contains all of your service.
3. Complete Section E, Employee's Certification, and return the form to your employing office.

**Section D of the form includes a line for a signature by an employer official certifying the service history information on the form accurately reflects official agency personnel and/or payroll records.**

Section E of the form is titled "Employee's Certification" and includes a line for the employee's signature.

**Despite the clear guidance and form instructions, reports have been received that Postal Service retirement counselors at the Human Resources Shared Service Center (HRSSC) have provided blank forms to some retiring employees, without any service history information or signature by an employer official, and have insisted the employees must sign it even though it is blank.**

No employee can reasonably be required to sign a document certifying the information provided by the Postal Service on the document is accurate, when there is no information provided on the document.

Insistence by HRSSC counselors that retiring employees sign a blank SF 2107-1 or SF 2801-1 should be challenged, through the grievance procedure if necessary.

Employees who are concerned, or who feel threatened that their retirement application will not be processed by HRSSC if they do not sign the blank form could consider both filing a grievance (prior to separation date) and then signing the form.

\*A former employee who has been separated from the Postal Service for more than 30 days must apply for retirement directly to OPM.

\*\*As a general matter, non-employees, including retirees, do not have standing to initiate grievances. A major exception to this general rule is the recent Memorandum of Understanding (MOU) on grieving post-retirement debt collection efforts by USPS.\*A former employee who has been separated from the Postal Service for more than 30 days must apply for retirement directly to OPM.

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# Contractual rights for PTFs

**T**he 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](http://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](http://nalc.org/workplace-issues/resources) as well as the 2016-2019 National Agreement for further information.

**Contract Administration Unit**

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# Article 11 puts some holiday jingle in your pocket

**H**appy Holidays, letter carriers! With the holiday season rapidly approaching, this month's Contract Talk will focus on the benefits that letter carriers are afforded under Article 11 of the National Agreement.

Article 11, Section 1 provides full-time regular (FTR), full-time flexible (FTF) and part-time regular (PTR) letter carriers with 10 paid holidays each calendar year: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. Full-time letter carriers receive eight hours of pay at the straight-time rate, while part-time regular carriers receive the number of hours at the straight-time rate of their regular schedule. While part-time flexible (PTF) letter carriers do not directly receive holiday pay, Article 11.7 provides that these employees shall be compensated for the 10 holidays by basing the employee's regular straight-time hourly rate on the employee's annual rate divided by 2,000 hours.

With the ratification of the 2016-2019 National Agreement, city carrier assistants (CCAs) are now eligible to receive holiday pay on the following six holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. CCAs receive holiday pay based on the size of their employing office. In 200-workyear offices, CCAs receive eight hours of pay, those in POSTPlan offices (Level 18 and below) will receive four hours and all others will receive six hours.

## Pay status and eligibility

**To be eligible for holiday pay under the provisions of Article 11.2 for FTR, FTF and PTR carriers and Article 11.8.B for CCAs, letter carriers must be in a pay status the last hour of the employee's scheduled workday prior to or the first hour of the employee's scheduled workday after the holiday. If you are in a leave-without-pay status (LWOP) on both sides of a holiday, you may forfeit your holiday pay. Additionally, if a holiday falls during a CCA's five-day break in service, he or she does not receive pay for that holiday.**

Article 11, Section 5 identifies when a holiday is observed if it falls on a nonwork day. If a holiday falls on a Sunday, the following Monday is observed as the holiday. When the holiday falls on Saturday, the preceding Friday becomes the holiday. When a FTR, FTF or PTR carrier's scheduled non-workday falls on the day observed as a holiday, the workday preceding the holiday becomes the carrier's designated holiday.

Article 11, Section 6 contains the rules for scheduling holiday work. The National Agreement lays out a "pecking order" for scheduling on holidays and designated holidays. However, the method of scheduling may vary locally, as Article 30, Section B permits the local parties to negotiate

a different pecking order in their Local Memorandum of Understanding (LMOU) if they so choose. Absent LMOU provisions, page 11-3 of the 2014 USPS-NALC *Joint Contract Administration Manual (JCAM)* provides the following pecking order for holiday assignments:

1. All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required
2. All full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday—by seniority
3. City carrier assistant employees
4. All full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day—by seniority.
5. Full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their non-scheduled day—by inverse seniority
6. Full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their holiday or designated holiday—by inverse seniority.

Management is required to post the holiday schedule by Tuesday of the week preceding the holiday. There are times when the holiday schedule is not posted timely or the pecking order may not have been followed. If you believe a violation has occurred, contact your steward or branch office.

## Retroactive holiday pay for eligible CCAs

**NALC and USPS recently resolved an interpretive dispute from the 2016-2019 National Agreement involving retroactive holiday pay for eligible CCAs. As a result of this settlement (M-01894 in NALC's Materials Reference System), the parties agreed that eligible CCAs would receive holiday pay for holidays after the first wage increases under the terms of the 2016-2019 National Agreement (Nov. 26, 2016). Therefore, employees who were on the rolls as CCAs on Christmas Day 2016, New Year's Day 2017, Memorial Day 2017 and Independence Day 2017, and remained on the rolls as either a CCA or career letter carrier as of July 27, 2018, will receive retroactive pay for those holidays.**

**As we enter the peak delivery season, be safe and enjoy the benefits provided to you under Article 11. Have a great holiday season.**



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# Retirement annuity estimates

**A**lthough the Office of Personnel Management (OPM) is the government agency that is responsible for administering the Federal Employee Retirement System (FERS), the Postal Service provides annuity estimates and information necessary for employees to retire. Annuity estimates are vital to making fully informed decisions. There are many factors that may affect an annuity, and employees have a right to request estimates to include special circumstances. For instance, employees may request estimates with and without military deposit to help determine whether they should make the deposit.

Article 21.3 of the National Agreement affirms that 5 USC 83 (CSRS) and 5 USC 84 (FERS) applies to career City Letter Carriers. The *Joint Contract Administration Manual (JCAM)* Article 21.3 explains:

CSRS and FERS Retirement. Letter carriers are covered by federal retirement law guaranteeing them retirement annuities. Each carrier is covered by either the Civil Service Retirement System (CSRS) or by the newer Federal Employees Retirement System (FERS). More detailed retirement information is contained in the ELM Sections 560 and 580.

5 USC 8347 and 5 USC 8461 give the Office of Personnel Management (OPM) the authority to administer and promulgate regulations necessary to administer the retirement systems. The rules and procedures outlined by OPM can be found in the *CSRS-FERS Handbook*. This handbook details agency responsibilities.

5 USC 8350 establishes a program by OPM to train the retirement counselors of the agencies of the federal government, such as the Postal Service. The statute goes on to state that such counselors:

...shall be designed to promote fully informed retirement decisions by employees and Members under this subchapter [CSRS] and individuals subject to chapter 84 of this title [FERS]...

CSRS-FERS Handbook 1A1.1-1 Overview:

[This] Handbook contains the instructions agency personnel and payroll offices need to carry out their responsibilities for basic benefits under the Civil Service Retirement System (CSRS) and the Federal Employees Retirement System (FERS).

The rules created by OPM place a responsibility on the Postal Service to provide information employees may need to retire. CSRS-FERS Handbook Chapter 40A2.1-1.B:

It is the agency's responsibility to guide the employee through the retirement process, supplying all of the information the employee may need about retirement and continuing insurance coverage into retirement. The agency is responsible for giving the employee an all-inclusive presentation of the retirement process that the employee needs for successful retirement planning....

CSRS-FERS Handbook Chapter 40A2.1-1B Agency Responsibility:

It is the agency's responsibility to guide the employee through the retirement process, supplying all of the information the employee may need about retirement...

CSRS-FERS Handbook, Chapter 40A2.1-3.N Annuity Estimates:

When applicable, the agency is responsible for providing any of the following annuity estimates upon request...

The above provision goes on to list several factors that can affect the annuity estimate such as: military retired pay, military deposits, civilian service deposits and redeposits, survivor benefit elections, insurable interest annuity, voluntary contributions, alternative annuity, and the annuity supplement.

Some of the regulations created by OPM to administer the retirement systems are echoed in the Postal Service handbook, the *Employee and Labor Relations Manual (ELM)*. ELM Section 560 covers CSRS and Section 580 covers FERS and details management's responsibilities. The following FERS provisions mirror the CSRS provisions found in Section 560.

## ELM 589.11 Responsibility

The Postal Service ensures that retirement information and counseling are made available to Postal Service employees.

## ELM 589.12 Retirement Annuity Estimates

Retirement annuity estimates are provided to all employees through the use of the National Retirement Counseling System (NARECS) as follows:

- Upon request within three years of an employee's first optional retirement eligibility date, based on payroll and personnel system-generated retirement computation date.
- Automatically once each year, once age and service eligibility criteria for optional retirement have been met.
- Through the Postal Service's self-service, web-based application, eRetire.

## ELM 589.142 Counseling Session Content

Before scheduling the counseling session, the retirement specialist orders an annuity estimate, based on the retirement effective date and type of retirement (optional, disability, etc.) requested by the employee, to be mailed to the employee's address of record.

**Remember that the Postal Service is only required to provide good faith estimates.** The actual annuity calculation will be performed by OPM. If the Postal Service will not provide the information and annuity estimates needed for one to make a fully informed decision, there should be a grievance investigation to see if the Postal Service is complying with the rules and regulations set forth by OPM. The laws and handbooks cited may be enforced via Articles 3, 5, 15, 19 and 21 of the National Agreement.

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# Postal Service expands Wounded Warriors Leave

In past articles, we have written about Wounded Warriors Leave (WWL), a benefit made possible by the Wounded Warriors Federal Leave Act of 2015. This category of leave allows eligible employees to use up to 104 hours of leave to undergo medical treatment for a service-connected disability rated at 30 percent or more.

In response to this law, the Postal Service in 2016 released a Management Instruction (EL-510-2016-7) setting forth its policy guidelines and procedures for the eligibility and use of WWL. At the time, the Postal Service informed NALC that this benefit would be extended only to eligible employees hired on or after Nov. 5, 2016, and to employees who leave the Postal Service's employment or take military leave to participate in active-duty military service, sustain a service-connected disability rating of at least 30 percent during that military leave or service, and then return directly from that leave or service on or after Nov. 5, 2016.

In November of that same year, the Postal Service notified NALC that it decided this benefit also would be extended to eligible employees who were on the rolls as of Nov. 4, 2016, in addition to the employees mentioned above. Those employees who were employed on Nov. 4, 2016, and who otherwise met the eligibility requirements of the 2015 Act could use up to 104 hours of WWL during the 12-month period beginning Nov. 5, 2016. Additionally, eligible employees who used leave for a condition covered by the Act prior to the Postal Service notifying NALC of the change were eligible to request to have their leave converted to WWL. Management Instruction EL-510-2016-8 reflected this change.

Recently, the Postal Service notified NALC of an updated version of the Management Instruction. The most significant change is that, beginning with the 2019 leave year that starts on Jan. 5, 2019, eligible employees will now receive 104 hours of WWL *each* leave year; previously, they had received it for one 12-month eligibility period.

Eligible hires will receive 104 hours of WWL upon hire, as required by law, to be used for the remainder of the current leave year. Each January, all disabled veterans with a 30 percent or more combined disability rating will receive 104 hours of WWL to use during the leave year. At the end of each leave year, any remaining WWL will be forfeited but, assuming the employee still has a combined disability rating of 30 percent or more, he or she will receive a new 104 hours at the start of the new leave year. Any unused WWL is not rolled over to the next year, nor will it be paid out if the employee leaves.

The following reflects the rules regarding the eligibility and crediting of this leave:

## Eligibility

### *Eligible Employees*

All employees who have a single or combined service-connected disability rating of 30 percent or more are eligible for Wounded Warriors Leave.

### *Employees with Pending Disability Determinations*

Otherwise eligible employees with pending disability determinations who at any time during any Leave Year receive a 30 percent or more disability rating, will be eligible for leave retroactively to the first day of that current Leave Year. Any leave without pay (LWOP) or leave used while the determination is pending will be reimbursed and replaced with Wounded Warriors Leave, as appropriate, up to the maximum number of hours allowed. Wounded Warriors Leave may be retroactively applied for only the most current Leave Year and for no more than 104 hours.

### *Losing the Disability Rating*

If an employee's service-connected disability rating is decreased to below 30 percent or discontinued during any Leave Year then the employee no longer has a qualifying service-connected disability. The employee must notify the HR Shared Service Center of the effective date of the change in the disability rating. The employee is no longer eligible for Wounded Warriors Leave as of the effective date of the rating change.

## Accrual and Crediting

### *General*

It is an employee's responsibility to notify the Postal Service of his or her eligibility before requesting Wounded Warriors Leave. Employees must provide documentation to the HR Shared Service Center from the Department of Veterans Affairs certifying that the employee has the requisite level of service-connected disability.

### *Initial Eligibility*

Newly hired eligible employees or those returning to the Postal Service will be credited with 104 hours of Wounded Warriors Leave following the Postal Service's receipt of documentation supporting the employee's eligibility. Wounded Warriors Leave will be available for use retroactively to the first day of their enter-on-duty date, or the current Leave Year, whichever is later, for use through the end of the Leave Year.

### *Additional Eligibility*

Eligible employees will be credited with 104 hours of Wounded Warriors Leave on the first day of each Leave Year and the leave is available for use until the last day of the Leave Year.

*(continued on next page)*

# Postal Service expands Wounded Warriors Leave (continued)

## Carryover

Wounded Warriors Leave must be used during the Leave Year in which it is credited and will not be carried over. No employee may accrue more than 104 hours during any Leave Year.

## Separation

If the employee leaves the Postal Service at any time during any Leave Year, any remaining leave will not be reinstated or paid out, except as permitted by OPM regulations if the employee transfers to another federal agency.

## Steps eligible employees must take

Eligible employees are required to request this leave in advance when possible by completing and submitting to their supervisor a PS Form 3971, Request for or Notification of Absence. The supervisor is responsible for approving or disapproving requests by signing PS Form 3971 and returning a copy to the employee. In addition, to verify that any WWL requested by an employee is appropriately used for the treatment of a service-connected disability, the requesting employee must provide proof from a health care provider that the employee used the leave to receive treatment for a covered disability. The Postal Service created a form to be used for this verification, PS Form 5980, Treatment Verification for Wounded Warriors Leave.

The employee should designate the reason for the absence as “Other” on PS Form 3971 and write “Wounded Warriors Leave” in the space provided. Should the need to use this leave be unforeseeable, the employee must notify his or her supervisor of the expected duration of the ab-

sence and the applicability of WWL. Employees also may use the Interactive Voice Response system to report absences if this process is used in their employing office. A PS Form 3971 is required upon returning to work and a PS Form 5980 no later than 15 calendar days after returning.

Employees eligible for WWL also may be eligible for protection under the Family and Medical Leave Act (FMLA—see Section 515 of the *Employee and Labor Relations Manual* for more information and eligibility requirements). Supervisors will initiate FMLA leave if they have reasonable grounds to believe that the leave might qualify. It is the employee’s responsibility to provide complete and sufficient documentation to establish eligibility for FMLA. FMLA protection will run concurrently with WWL.

**WWL is a very important benefit. Disabled veterans generally require regular medical appointments to maintain their health and to retain eligibility for veterans’ benefits. Frequently, it is unavoidable that such appointments must be scheduled during normal work hours and letter carriers in the past were therefore often required to use leave without pay (LWOP) or sick leave to attend those appointments. WWL provides relief to those who are eligible; now it will provide that relief every year.**

Information regarding the rules and regulations of WWL is available on the NALC website, [nalc.org](http://nalc.org), and can be found on the “Military Veterans,” “Contract Administration Unit” and “City Delivery” pages. PS Form 5980 can be found on those pages as well. After reviewing those guidelines, if you have any further questions about WWL, make sure to discuss them with your shop steward or a branch officer.

## Join the NALC Veterans Group

The NALC Veterans Group is designed to provide NALC members—both active and retired letter carriers—who are also military veterans the ability to connect with fellow NALC veterans and stay informed on issues of importance to letter carrier veterans.

Members receive a pin as a symbol of gratitude for your military service and membership in NALC.

If you are interested in joining the group, complete the sign-up card at right and mail it to the address included. A fillable version is also available at [nalc.org/veterans](http://nalc.org/veterans).



You continue to serve your country—  
**THANK YOU!**

## NALC Veterans Group

Complete this form and mail it to:  
NALC Veterans Group, c/o NALC,  
100 Indiana Ave., N.W., Washington, DC 20001-2144

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

NALC BRANCH NUMBER: \_\_\_\_\_ BRANCH OF SERVICE: \_\_\_\_\_

I BELONG TO THE FOLLOWING VETERAN GROUP(S):

AMERICAN LEGION  DISABLED AMERICAN VETERANS  VETERANS OF FOREIGN WARS

OTHER: \_\_\_\_\_