

# Route inspections, Part 5

**B**eginning with the July 2024 *Postal Record*, Contract Talk articles have discussed the route count, inspection and evaluation process found in Chapter 2 of *Handbook M-39, Management of Delivery Services*.

This article will go back to the beginning of this series and discuss the difference between the number of days that routes with abbreviated or no delivery on Saturday are counted as opposed to routes with full delivery on Saturday during the week of mail count and inspection.

**Let's start with the applicable language that is contained in both the M-39 and Handbook M-41, City Delivery Carrier Duties and Responsibilities:**

Section 221.11 of the *M-39 Handbook* states:

## **221.11 Schedule**

The count of mail on all letter delivery routes, regular and auxiliary, must be for 6 consecutive delivery days on one-trip routes and for 5 consecutive delivery days, exclusive of Saturday, on two-trip routes or one-trip routes with abbreviated or no delivery on Saturday. It is not mandatory that mail counts begin on Saturday and continue through Friday so long as they are made on consecutive delivery days.

Section 921.2 of the *M-41 Handbook* states in relevant part:

## **921.2 Schedule**

921.21 The count of mail period on all letter delivery routes, both regular and auxiliary, shall be (a) for 6 consecutive delivery days on one-trip routes and (b) for 5 consecutive delivery days, exclusive of Saturday, on multi-trip routes or one-trip routes with abbreviated or no delivery on Saturday.

921.22 It is not mandatory that mail counts begin on Monday and continue through Saturday but they must be made on consecutive delivery days.

As you can see, Saturday is supposed to be excluded from the count week on routes with abbreviated or no delivery on Saturday. The language in Section 221.11 of the *M-39* and Section 921.2 of the *M-41* is crystal clear. Therefore, routes with abbreviated or no delivery on Saturday are only inspected for five consecutive delivery days (Monday-Friday).

Management might try to convince you that if Saturday is excluded from routes with abbreviated or no delivery on Saturday, then Monday must also be excluded. This is simply not true. That is something they made up and try to sell to many letter carriers and stewards. Do not fall for this trick!

Management might also try to convince you that Saturday is excluded from the week of route count and in-

spection for routes with abbreviated or no delivery on Saturday, but is not excluded from the eight-week Carrier Time Card Analysis (1840-B). This is also not true. Do not fall for this trick either!

The reason for this rule is totally logical. For instance, if you have a route that has two hours of closed businesses on Saturday that you do not deliver to, that will make your street time 120 minutes short for the week. If Saturday was included in your street time credit, this would make your average street time 20 minutes shorter than what the route really takes to deliver when you spread the 120 minutes of time over six days. Therefore, even if your route was adjusted to 8:00 hours on paper, it would really be 8:20.

Arbitrator Miles, in his regular panel arbitration decision (C-33600, Oct. 1, 2018), specifically addressed this issue as follows:

With regard to the issue of whether delivery was abbreviated for particular routes on Saturdays, Section 221.11 states that:

The count of mail on all letter delivery routes, regular and auxiliary, must be for 6 consecutive delivery days on one-trip routes and for 5 consecutive delivery days, exclusive of Saturday, on two-trip routes or one-trip routes with abbreviated or no delivery on Saturday. It is not mandatory that mail counts begin on Saturday and continue through Friday so long as they are made on consecutive delivery dates.

Thus, if abbreviated delivery or no delivery on Saturdays, then the mail count must be for five days exclusive of Saturday. In this regard, the Postal Service witness, who was an operations program specialist, admitted that delivery was abbreviated on Saturdays for eight of the 13 routes at the West Station. She countered, by relying upon Section 241.33 of the *M-39 Handbook*, which provides that:

Bracket [ ] the time entries in columns A, B, C, D, and E for the days on which the route was served by a replacement carrier or carrier technician T-6 because these figures are to be excluded when entering the figures on the total line for columns A, B, C, D, and E.

However, this assertion does not follow logically because if a T-6 carried a route on Saturday, it is to be excluded in any event, and T-6s would carry routes on a Saturday every six weeks. Also, if a route is carried by a replacement carrier on a Saturday, it is to be excluded as well.

In any event, the Saturday street time would still be

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Before we ring in the new year, I encourage you to reflect on what this anniversary means to you, your team, and the families we serve. Together, we are stronger, and together, we will continue to make a difference.

Wishing you and your loved ones a holiday season filled with joy, peace and a renewed sense of connection and purpose for the year ahead.

Together, we bring forward the spirit, the vision, and the commitment that define MDA.

**MDA and NALC dream of a day when every child and adult diagnosed with muscular dystrophy will have access**

to treatment or even to a cure. NALC's fundraising helps MDA with that promise as it builds on recent successes.

On that note, the beginning of the new year is a time when many people make resolutions to better themselves or those around them. Has your branch set any goals for community service for 2025? If not, I hope your executive board sits down soon to plan for the year and considers helping with MDA and the needs that are still there.

And if your branch is planning an activity, please let NALC know well in advance. We can use the "Deliver the Cure" Facebook page to help promote the event.

—Christina Vela Davidson

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abbreviated regardless of who carried the route, according to Section 221.11, because if there is no delivery or if delivery is abbreviated on a Saturday it is not to be included pursuant to Section 221.11 of the *M-39 Handbook*. That section is clear that for one-trip routes with an abbreviated or no delivery on Saturday, the count of mail must be for five consecutive delivery days, exclusive of Saturday. Section 241.33 of the *M-39 Handbook* does not obviate the requirement to comply with Section 221.11 of the *M-39 Handbook*.

This case had several other violations, but for the violation of this rule in particular, the arbitrator ordered USPS to cease and desist from future violations and awarded:

For the eight routes identified with abbreviated Saturday delivery, the Postal Service is directed to reinspect and adjust those routes without consideration of the Saturday delivery times in accordance with Section 221.11 of the *M-39 Handbook*. This shall be accomplished within 90 days of the date of this Award.

Route inspection teams come into an office for a week, do everything they can to build overburdened routes, and head to the next town, leaving both the letter carriers and local managers to deal with the mess they created. The Operations arm of the USPS has historically failed to grasp the concept that a square peg does not fit into a round hole. Letter carriers and union representatives alike should familiarize themselves with the route count and inspection process outlined in Chapter 2, *Handbook M-39* and Chapter 9, *Handbook M-41*. The more educated we are in the inspection and adjustment of routes, the more prepared we will be when management brings that square peg to our offices.

**The NALC offers many resources to assist letter carriers and shop stewards with obtaining fairly adjusted routes. Two free publications/resources that every branch in the**

country should arm themselves with are:

1. **The NALC Route Inspection Pocket Handbook**—This booklet fits in your shirt pocket and is specifically designed to assist letter carriers during the week of route inspection. Every letter carrier who goes through the route inspection process should be provided with a copy of this booklet in advance of the week of mail count and inspection. If your branch does not already have a supply, *NALC Route Inspection Pocket Handbooks* are available at no charge through the NALC Supply Department. Contact your national business agent's office to obtain copies. Note: The pocket handbook is not available online.
2. **The 2018 NALC Guide to Route Inspections**—This book is specifically designed to assist shop stewards before, during and after the week of route inspection. This resource also contains a section that thoroughly explains how to read, and the purpose of, all the route inspection forms USPS uses to evaluate and adjust routes. Once you understand how to read these forms and what to look for, the task of investigating route inspection grievances becomes much easier. It is highly recommended that every shop steward study and become familiar with this guide when USPS announces that an office you are responsible for will be inspected. The guide is available at [nalc.org/workplace-issues/city-delivery/route-adjustments](http://nalc.org/workplace-issues/city-delivery/route-adjustments).

There are more resources related to route inspections and adjustments available on the NALC website at [nalc.org/workplace-issues/city-delivery/route-adjustments](http://nalc.org/workplace-issues/city-delivery/route-adjustments). Past Contract Talk articles pertaining to these issues are also available on the NALC website at [nalc.org/workplace-issues/resources/nalc-publications](http://nalc.org/workplace-issues/resources/nalc-publications).

# Administrative leave for acts of God

**W**hen acts of God, such as extreme weather or natural disasters, occur that prevent letter carriers from reporting to work or completing their shifts, postmasters and other installation heads have the authority to approve administrative leave. This article will cover some of the relevant provisions and provides guidance on how to document the criteria necessary to determine if a letter carrier is entitled to administrative leave.

The rules and regulations, which are incorporated into the National Agreement via Article 19 pertaining to acts of God, are found in Section 519 of the *Employee and Labor Relations Manual (ELM)*.

Section 519.211 of the *ELM* defines acts of God:

Acts of God involve community disasters such as fire, flood, or storms. The disaster situation must be general rather than personal in scope and impact. It must prevent groups of employees from working or reporting to work.

Section 519.215 explains that career letter carriers may receive administrative leave when they are either unable to report to work, or prevented from working, due to an act of God:

Employees scheduled to report who are prevented from reporting or, who after reporting, are prevented from working by an act of God may be excused as follows:

- a. Full-time and part-time regular employees receive administrative leave to cover their scheduled tour of duty not to exceed 8 hours.
- b. Part-time flexible employees receive administrative leave, subject to the 8-hour limitation, for their scheduled workhours, as provided in 519.214c.

**Section 519.211 of the ELM sets three criteria for determining the appropriateness in granting administrative leave for acts of God.** First, it must create a community disaster. Second, the event must be general rather than personal in scope and impact. Third, the event must prevent groups of employees from working or reporting to work. Most arbitrators agree that all three criteria must be met before a request for administrative leave will be considered appropriate.

The first criterion identified in Section 519.211 of the *ELM* requires that an act of God must involve community disasters such as a fire, flood or storm. In most cases, the act of God in question must have been of unusual severity. In considering whether these events fit the definition of an act of God, arbitrators typically consider factors such as the amount of snow or rain; the length of the storm; the wind strength; the temperature; and the amount of destruction caused by the

event. However, more important than these elements are whether the event created disastrous conditions. News articles, information from local authorities, and weather data should be used to document the severity of the situation. It may be useful to include information from websites that provide historical weather data, such as Weather Underground ([wunderground.com/history](http://wunderground.com/history)). Pictures and videos of the event and its aftermath can also document the severity. Proof that there was a shutdown of community services and any warnings or directives issued by local officials will go a long way in showing there was a community disaster.

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The second criterion set forth in Section 519.211 of the *ELM* requires that an act of God be general in scope and impact. This can be established by looking at the direct impact on the community, and the reaction of the general population. Evidence to establish that the impact of the catastrophic event overwhelmed the community and was not limited to the Postal Service should be included in any grievance file. Reports of property damage estimates, vehicle accidents, casualties, utility outages, road closures, school and business closures, disruption of community services, and “state of emergency” declarations can be used to prove the widespread impact of the event. Keep in mind, Section 519.211 imposes no requirement that the office be closed or operations curtailed before employees may receive administrative leave.

The third criterion cited in Section 519.211 of the *ELM* requires the disaster to affect groups of employees. Some arbitrators have required that 50 percent or more of the employees being unable to report to work is necessary to prove this element, while other arbitrators have rightly pointed out that the *ELM* sets no such arbitrary figures, and that the circumstances of each case must be considered. Time records can be used to

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# Administrative leave for acts of God (continued)

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document the number of letter carriers who were able and unable to report that day. These records will also show what kind of leave was charged for the absences.

Although some arbitrators consider the employee reporting percentages of the office as a whole when determining the impact on the group, other arbitrators give consideration, when documented, to groups of employees within the office who are from a certain area more adversely affected and, as such, were unable to report to work. Maps are useful in demonstrating areas where employees live and whether the event prevented employees from specific areas from reporting to work. Union representatives should document the reasons why letter carriers were unable to report and identify the similarities and differences between those who did and those who did not report to work. Employee statements are crucial pieces of evidence in establishing impact. Arbitrators may consider one employee's particular difficulties in getting to work, but if other employees from the same area were able to report, the arbitrator may consider the disaster personal rather than general and not grant administrative leave.

**Section 519.213 of the *ELM* addresses how management determines the cause of the absences:**

Postmasters and other appropriate postal officials determine whether absences from duty allegedly due to 'acts of God' were, in fact, due to such cause or whether the employee or employees in question could, with reasonable diligence, have reported for duty.

Because management must weigh the amount of reasonable diligence the affected employees showed in attempting to report to work in accordance with Section 519.213 of the *ELM*, arbitrators may likewise evaluate the efforts of the employee. Some arbitrators will look at general conditions and not require specific proof of individual attempts to come to work; however, in other cases, arbitrators have required that employees present evidence of their diligence. Arbitrators may require an employee to show that alternative means were unavailable, or the effort would have been futile.

Information that demonstrates carriers' diligence is best documented by interviewing the carriers and obtaining statements. If carriers made multiple attempts to report, that should be included in their statement in detail. The following are examples of some of the questions that can be asked and answered: How long did they work trying to dig out? How far away is the closest

bus station? Was there any alternative transportation? Were buses or other public transportation even running? Were the roads closed? Did the police turn them away? Was there a mandatory evacuation? In addition to employee statements, newspaper articles and website posts from local media outlets from the time frame in question also may help provide some of the documentation and substantiate the carriers' claims.

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**“Administrative leave for an act of God may still be appropriate for carriers who reported to work but were then sent home early because of the weather or event.”**

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**Administrative leave for an act of God may still be appropriate for carriers who reported to work but were then sent home early because of the weather or event.** Maybe the mail did not make it to the office, or conditions worsened so delivery was suspended, and there was no other productive work available.

Section 519.214 of the *ELM* addresses early dismissal due to an act of God:

When employees are dismissed from duty before the normal completion of their duty due to an act of God, the following applies:

- a. Full-time employees are entitled to credit for hours worked plus enough administrative leave to complete their tour of duty. This combination of work and leave is not to exceed 8 hours in any one day.
- b. Part-time regular employees are entitled to credit for hours worked plus enough administrative leave to complete their scheduled hours of duty. This combination of work and leave is not to exceed 8 hours in any one day.
- c. Part-time flexible employees are entitled to credit for hours worked plus enough administrative leave to complete their scheduled tour. The combination of straight time worked and administrative leave may not exceed 8 hours in a service day. If there is a question as to the scheduled workhours, the part-time flexible employee is entitled to the greater of the following:
  1. The number of hours the part-time flexible worked on the same service day in the previous service week.

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# Policies recinded (continued)

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the schedule award process. The new CA-9, when read with the attached instructions, constituted almost a one-stop shop for claimants and their attending physicians that explained and walked them through the entire process.

The new CA-9 also recognized that some claimants live in “provider deserts”—areas where it is hard to find a physician who will do impairment ratings. Section 3 of the form contained a checkbox for the claimant to

request that OWCP arrange for them to be examined by an appropriate specialist.

**At this point, a number of our members have already** either undergone impairment exams or have scheduled exams under the fifth edition based on the now-revoked policy. Again, the NALC expresses its disappointment that OWCP under the new administration has revoked such positive policy revisions that greatly benefited injured workers just one month after issuing them.

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2. The number of hours the part-time flexible was scheduled to work.
3. The guaranteed hours as provided in the applicable national agreement.

Once a full-time employee reports, they are entitled to eight hours’ work or pay. Part-time flexible employees are entitled to enough hours to complete their scheduled tour. Carriers are not required to take annual leave if sent home and should use PS Form 3971, Request for or Notification of Absence to request administrative leave in such a situation. If administrative leave is denied, this will document that the request was made and show that management sent them home. As always, city carrier assistants should receive their guaranteed hours (either two or four, depending on the size of the installation) if they were scheduled and reported to work in accordance with Article 8, Section 8 of the National Agreement.

**As provided for in Section 519.216 of the ELM, employees who were already using annual leave, sick leave or leave without pay are not entitled to administrative leave:**

Employees on annual leave, sick leave, or LWOP remain in such status. They are not entitled to administrative leave.

**If city carriers believe they have been unfairly denied**

administrative leave in community disaster situations, they should contact their shop steward to investigate and, if necessary, file a grievance. Shop stewards should attempt to show that all the criteria listed in Section 519.211 of the *ELM* existed and that carriers exercised reasonable diligence in trying to report to work. To assist shop stewards when filing a grievance over the denial of administrative leave due to an act of God, the NALC has created grievance starters that can be used as a starting point for the grievance.

These grievance starters include a sample issue statement, examples of facts and contentions, recommended documentation needed for the file, and potential remedies. These grievance starters are available in the Members Only section of the NALC website. After logging in to the Members Only page, click on the “Member Documents” button, then select the “Shop Steward’s Guide/Forms” category, which will show all the grievance starters created by NALC. Each grievance starter can be downloaded and edited to fit the specific circumstances caused by the act of God.

**Shop stewards and members who need additional information or assistance regarding acts of God can contact the national business agent (NBA) who represents their region. Contact information for each NBA is available on the NALC website at [nalc.org/union-administration/nalc-regions](http://nalc.org/union-administration/nalc-regions).**

# Safety blitzes, street supervision and disciplinary action

**O**n Dec. 17, 2024, the Postal Service notified NALC of its intent to establish Headquarters Safety Engagement Teams to assist the district field offices in conducting safety observations. According to USPS, the overall number of accidents has risen by 10.26 percent over the past two years, with fatalities and motor vehicle accidents increasing by 15.64 percent since Fiscal Year 2022. The Safety Engagement Teams are supposed to monitor letter carriers during the performance of their street duties. Because these teams may include management personnel other than a letter carrier's immediate supervisor, the team members should be driving official Postal Service vehicles. Team members should provide their USPS identification if they need to interact with a letter carrier while making these safety observations.

Multiple Postal Service handbooks obligate supervisors to conduct driving observations at least twice a year for every driver under their direction. Based on the notification from USPS, it's likely the Safety Engagement Team will be taking on this responsibility as part of its duties. Letter carriers should be mindful of the fact that these teams, instead of their immediate supervisor, could be observing the carrier's vehicle operation skills and driving habits.

This month's Contract Talk will help explain management's responsibilities when performing street supervision, driving observations and issuing discipline.

**Handbook M-41, City Delivery Carriers Duties and Responsibilities**, reminds city carriers that they may be supervised anytime while they are working. Section 16, Supervision, of *Handbook M-41* states:

Carriers may expect to be supervised at all times while in performance of their daily duties.

While carriers should expect to be supervised at any time, management has certain responsibilities when performing this street supervision. These requirements are found in Section 134, Street Management, of *Handbook M-39, Management of Delivery Services*, which states in pertinent part:

134.12 Accompanying carriers on the street is considered an essential responsibility of management and one of the manager's most important duties. Managers should act promptly to correct improper conditions. A positive attitude must be maintained by the manager at all times.

Section 134.3 of *Handbook M-39*, which identifies specific circumstances that may require additional street supervision, states:

134.3 Criteria for Need  
Certain criteria may call attention for individual street supervision. When overtime or auxiliary assistance is used frequently on a route (foot, motorized, parcel post, collection, relay), when a manager receives substantial evidence of loitering or other ac-

tions or lack of action by one or more employees, or when it is considered to be in the interest of the service, the manager may accompany the carrier on the street to determine the cause, or meet the carrier on the route and continue until such a time as the manager is satisfied. No advance notice to the carrier is required.

While there is no requirement for management to notify carriers in advance, Sections 134.21 and 134.22 of *Handbook M-39* provide the proper approach management must use when conducting street supervision:

#### 134.2 Techniques

134.21 The manager must maintain an objective attitude in conducting street supervision and discharge this duty in an open and above board manner.

134.22 The manager is not to spy or use other covert techniques. Any employee infractions are to be handled in accordance with the section in the current National Agreement that deal with these problems.

The language in the above section requires management to use a straightforward, upfront manner and not to spy on carriers when supervising them on the street. When conducting street observations, supervisors are obliged to highlight the importance of working safely. This requirement is found in Section 134.5 of *Handbook M-39*, which states:

#### 134.5 Safety

During any period of street supervision, every opportunity must be taken to emphasize safety while driving, walking on sidewalks, walking up and down steps, crossing streets, collecting mail, or delivering relays or parcels.

In addition to the requirements found in *Handbook M-39, Chapter 3-5.10 of Handbook EL-801, Supervisor's Safety Handbook*, requires supervisors to observe driving practices.

#### 3-5.10 Observation of Driving Practices

To enforce a high standard of professional driving performance, you must complete PS Form 4584, Observation of Driving Practices, for each driver under your supervision twice a year and at other times deemed appropriate. You must familiarize yourself with defensive driving techniques so that you know what the common driving errors are, how they can be detected, and how they can be prevented.

Likewise, Section 14 of *Handbook EL-804, Safe Driver Program*, reiterates the need for driving observations, as well as the methods and responsibilities for supervisors who are conducting them:

#### 141 Observation of Driving Practices

To enforce a high standard of driving performance, supervisors must observe, at a minimum, the number of driving observations shown in Exhibit 141 and complete PS Form 4584, *Observation of Driving Practices*, for each driver under their direct supervision.

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# Safety blitzes, street supervision and disciplinary action (continued)

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The frequency of driving observations, according to *Handbook EL-804*, varies based on the years of postal experience of the driver. In the first 90 days, management should include driving observations with a new employee's 30-, 60- and 80-day reviews. After that, non-career employees and employees with four to 23 months' postal experience should be observed once per quarter. Employees with two or more years' experience should expect driving observations at least twice per year.

**The top of the PS Form 4584, Observation of Driving Practices**, provides:

The primary purpose of conducting driving observations is to improve driving practices by identifying and correcting actions that could lead to accidents and injuries. This form provides an opportunity for positive recognition and reinforcement of defensive and safe driving practices. Conduct positive discussions with drivers, including the benefits gained from demonstrating safe driving practices. If a driving observation is determined to require official action, such action will be in accordance with the terms of the National Agreements.

Supervisors should document driving practices on the PS Form 4584 and provide the original to the carrier. As indicated, these management interactions should be positive in nature, reaffirming the positive attitude required by Section 134.12 of *Handbook M-39*. Section C of PS Form 4584 offers a list of driving practices supervisors should consider when conducting observations, and Section D instructs supervisors to recognize employees who exhibit safe driving.

Carriers who wish to review these handbooks in more detail can visit [nalc.org](http://nalc.org) and retrieve a PDF of the handbook by entering the handbook name in the search box on the top right corner of the main page.

**In some locations, observations by these new Safety Engagement Teams** have resulted in city carriers either being removed from their street duties using the emergency procedures found in Article 16, Section 7 of the National Agreement, being issued disciplinary action through the other sections, or both. While safety infractions may be serious, as indicated in the PS Form 4584 instructions, there are National Agreement provisions that management must follow when issuing discipline.

For management to sustain any disciplinary action against letter carriers, they must satisfy all the requirements related to the just cause principles contained in Article 16.

The *Joint Contract Administration Manual (JCAM)* defines just cause by breaking it into six sub-questions that arbitrators use when deciding whether to uphold

disciplinary action. These questions are summarized here; the complete explanation of just cause can be found beginning on page 16-1 of the *JCAM*.

1. Is there a rule? If so, was the employee aware of the rule? Was the employee forewarned of the disciplinary consequences for failure to follow the rule?
2. Is the rule a reasonable rule? Management must make sure rules are reasonable, and based on the overall objective of safe and efficient work performance. Management's rules should be reasonably related to business efficiency, safe operation of our business, and the performance we might expect of the employee.
3. Is the rule consistently and equitably enforced? A rule must be applied fairly and without discrimination.
4. Was a thorough investigation completed? Before administering the discipline, management must make an investigation to determine whether the employee committed the offense. Management must ensure that its investigation is thorough and objective.
5. Was the severity of the discipline reasonably related to the infraction itself and in line with that usually administered, as well as to the seriousness of the employee's past record?
6. Was the disciplinary action taken in a timely manner? Disciplinary actions should be taken as promptly as possible after the offense has been committed.

The fourth sub-question of just cause requires that before the decision to impose discipline is made, management must conduct a full, fair and impartial investigation, including giving the letter carrier an opportunity to respond to the charges. In most cases, a supervisor simply observing a safety infraction is not enough to sustain a disciplinary action.

As communicated in this article and the *JCAM*, management has specific contractual and handbook responsibilities they must fulfill when assessing city carrier performance, safety and efficiency. As always, if management removes a carrier from their duties using the emergency procedure or issues a disciplinary action letter, they should contact their steward immediately and give the steward a copy of any written notifications. The steward can then investigate to determine if management has satisfied their obligations when issuing the discipline.

**NALC encourages city carriers to always perform their duties safely and to make safety the most important focus throughout the day.** Remember, you are the most important delivery.

# Heat-related safety

**K**ansas City, MO Branch 30 letter carrier John Watzlawick died while in the performance of his duties on July 24, 2012. He is identified as the first letter carrier who died as a result of the heat but is not the last.

On June 8, 2018, brand-new city carrier assistant (CCA) Daniel Rosenbach, of Georgetown, KY, died of a heart attack, which was later proven to be triggered by the extreme heat.

Just one month later, on July 6, 2018, Tri-Valley, CA Branch 2902 letter carrier Peggy Frank, who had just returned to work following a three-month medical absence, walked into a heat wave with the temperature reaching 117 degrees. She died that afternoon.

The following summer, CCA Roslyn Westfall died as a result of the heat on June 27, 2019, in St. Louis, MO.

Two years later, brand-new letter carrier Dalvir Bassi of Branch 193, San Jose, CA, who was delivering his route for the first time by himself, died on June 19, 2021.

On June 20, 2023, Dallas, TX Branch 132 letter carrier Eugene Gates Jr. died as a result of the heat.

In all of the above tragedies, our brothers and sisters were relatively new to the job or had just returned to work following an absence (illness or vacation). The NALC draws your attention to the seriousness of heat illness by reminding ourselves that the above letter carriers paid the ultimate price in the performance of their duties.

**What should you do to prepare for the heat of the summer before it arrives?** Letter carriers should first educate themselves on heat safety by reading available information. The Occupational Safety and Health Administration (OSHA) maintains a website displaying its heat safety material at [osha.gov/heat](https://www.osha.gov/heat) and 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.

- Provide workers with water, rest and shade.
- Allow 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.
- Plan for emergencies and train workers on prevention.
- Monitor workers for signs of illness.

The NALC Safety and Health page on the NALC website ([nalc.org/workplace-issues/safety-and-health](https://www.nalc.org/workplace-issues/safety-and-health)) also provides material on heat safety. Under the heading “Ex-

trema 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 of these sections contain information important to letter carriers working in the heat of the summer.

This year the USPS has updated its HIPP training material which is referenced in this month’s Safety and Health column. Copies of all these documents are now available on Safety and Health Extreme Weather page ([nalc.org/workplace-issues/safety-and-health/extreme-weather](https://www.nalc.org/workplace-issues/safety-and-health/extreme-weather)).

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:**

The very 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 could further jeopardize the employee’s

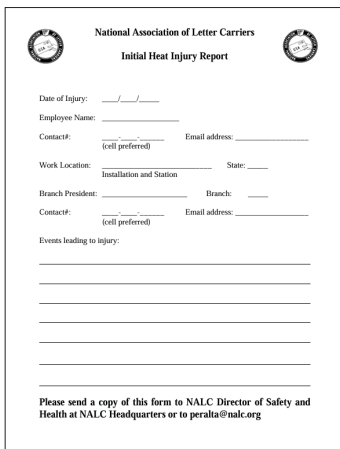
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# Heat-related safety (continued)

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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* 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 NALC Director of Safety and Health Manuel L. Peralta Jr.)

The employee, a union representative, or a member of the family should request a CA-1, and complete the form requesting Continuation of Pay and submit to management. When the form is submitted to management, we should immediately obtain the receipt of the CA-1 from management.



The image shows a form titled "National Association of Letter Carriers Initial Heat Injury Report". The form includes fields for Date of Injury, Employee Name, Contact (with a note "(cell preferred)"), Email address, Work Location (with sub-fields for Installation and Station and State), Branch President, Branch, and another Contact/Email address field (also with a note "(cell preferred)"). There is a section for "Events leading to injury:" with several blank lines for text entry. At the bottom, there is a note: "Please send a copy of this form to NALC Director of Safety and Health at NALC Headquarters or to peralta@nalc.org".

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

After medical care is provided, NALC requests that the employee or a union representative fill out an NALC “Initial Heat Injury Report.” The NALC seeks contact information for the injured employee as well as 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, communication with management and their response. All these factors are very helpful in getting a picture as to what went wrong.

Once the form is completed, it should be forwarded to the NALC’s director of safety and health as well as the appropriate national business agent (NBA). A copy of the form can be found on the NALC’s Safety and Health 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. The NBA then can follow up as neces-

sary with the injured employee, make sure that they have received the necessary medical care, and assist, if necessary, with workers’ compensation paperwork and processing, a service that is provided to NALC members only.

The local representative should then investigate the facts leading up to the injury. The following represents some issues that need to be explored, but many other questions might 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 did they do?

After making a determination of the facts leading to the injury, the NALC representative may need to complete some or all of the following steps, depending on the circumstances:

- Fill out a PS Form 1767 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 web page. Scroll down to the “Take Action” section and 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.) Alternatively, you can do the same by going to 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 each 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.


# Reading your pay stub, ePayroll and Virtual Timecard

**E**very carrier comes to work expecting to get paid correctly for their labor. Reading and understanding Postal Service pay stubs can seem like a foreign language, but understanding your pay stub, the ePayroll App and your Virtual Timecard is vital in ensuring that you are getting paid properly. This article will provide an explanation of the USPS time-keeping system, pay

stubs, ePayroll and the Virtual Timecard, to serve as the foundation for a future article about identifying and handling intentional false editing of clock rings.

## Timekeeping

First, let's discuss timekeeping in the Postal Service. USPS uses a unique timekeeping system that might



### TIME CONVERSION TABLE

Postal timekeepers use a combination of military time (for the hours) and decimal time (for the minutes). Hours in the morning need no conversion, but use a zero before hours below 10; to show evening hours, add 12. (Examples: 6:00 am = 0600; 1:00 pm = 1300.) Using this chart, convert minutes to fractions of one hundred. (Thus, 15 mins. = .15, 30 mins. = .30, 45 mins. = .45, and so forth. (Examples: 8:15 am = 0825; 4:40 pm = 1667.)

Ordinary Time Clock	24-Hour Time Clock	Minutes	Hundredths	Minutes	Hundredths	Minutes	Hundredths
12 Midnight	0000	0	.00	21	.35	41	.68
1 AM	0100	1	.02	22	.37	42	.70
2 AM	0200	2	.03	23	.38	43	.72
3 AM	0300	3	.05	24	.40	44	.73
4 AM	0400	4	.07	25	.42	45	.75
5 AM	0500	5	.08	26	.43	46	.77
6 AM	0600	6	.10	27	.45	47	.78
7 AM	0700	7	.12	28	.47	48	.80
8 AM	0800	8	.13	29	.48	49	.82
9 AM	0900	9	.15	30	.50	50	.83
10 AM	1000	10	.17	31	.52	51	.85
11 AM	1100	11	.18	32	.53	52	.87
12 Noon	1200	12	.20	33	.55	53	.88
1 PM	1300	13	.22	34	.57	54	.90
2 PM	1400	14	.23	35	.58	55	.92
3 PM	1500	15	.25	36	.60	56	.93
4 PM	1600	16	.27	37	.62	57	.95
5 PM	1700	17	.28	38	.63	58	.97
6 PM	1800	18	.30	39	.65	59	.98
7 PM	1900	19	.32	40	.67		
8 PM	2000	20	.33				
9 PM	2100						
10 PM	2200						
11 PM	2300						

be unfamiliar to some people when they begin a career with USPS. It is a variation of the military 24-hour clock, but records time in hundredths of an hour rather than in minutes. *USPS Notice 30, Time Conversion Table*, is shown for letter carriers to use as a reference. Pay stubs and ePayroll statements represent time entries using this timekeeping system. It is important to remember this unique timekeeping system when calculating your hours and payroll.

Next, let's take a look at your pay stub. A sample image of what a traditional pay stub may look like is provided on the next page. At the top of your pay stub are six boxes, which list:

1. **PAYLOC:** Pay location—This is the number of the work assignment location where you work.
2. **FINANCE NO.:** The USPS finance number assigned to your office.
3. **EMPLOYEE NAME.**
4. **EMPLOYEE ID:** The employee identification number (EIN) assigned to you when you were hired.
5. **PAY PERIOD:** The pay period for this earnings statement (first two digits) and the year of payment (second two digits).
6. **SERIAL NUMBER:** Either the serial number of the check issued to you, or the sequence number of

the earnings statement issued to you when your net pay has been directly deposited to a financial institution.

Below those boxes, your pay stub is composed of three main sections: "Detail Earnings," "Gross To Net" and "Leave Status."

**DETAIL EARNINGS** is a general heading for several entries that tells you the type and number of hours you are being compensated for, the week in which those hours occurred, the rate schedule and level, the designation/activity code, and the gross payment amount for the period. Those entries in this section and the meaning of each entry are as follows:

- **WK:** Specifies the week, either 1 or 2, of the pay period in which the hours were worked.
- **RSC:** Stands for Rate Schedule Code for the hours worked. For letter carriers, it will be a "Q." This code, combined with LEV, is significant and deserves special attention.
- **LEV:** This is the pay level for the hours worked. Carrier technician duties are indicated as "o2" in this column while all other letter carrier work is designated with "o1."

*(continued on next page)*

111		15-6100				10 25					
PAYLOC		FINANCE NO.		EMPLOYEE NAME		EMPLOYEE ID		PAY PERIOD		SERIAL NUMBER	
DETAIL EARNINGS						GROSS TO NET				LEAVE STATUS	
WK	RSC/LEV	RATE	CODE	TYP	HOURS	PAY	THIS PERIOD	YEAR-TO-DATE	ANNUAL LEAVE (AL) CAT: 6.00		
2	Q 01	59887	134	W	2400	69100	GROSS PAY 149904	1279650	AL PRIOR YR BAL 2125		
2	Q 01	59887	134	O	202	8724	FED TAX S0 10671	56310	+ AL EARNED YTD 2400		
1	Q 01	59887	134	W	2400	69100	ST TAX IDS0 8200	32800	+ AL HOL EARNED YTD 000		
1	Q 01	59887	134	O	69	2980	RETIRE E 6081	49830	- AL USED YTD 3200		
INSURANCE INCOME						204	MEDICARE 1736	14512	= EARNED AL BAL 1325		
							UN L 3131	28179	+ AL ADVANCED 11200		
							TSR05 6910	6910	= AVAIL AL BAL 12525		
							TSP05 6910	56625	AL USED THIS PP 000		
							FDVV PRE 1131	10174	SICK LEAVE (SL) CAT: 4.00		
							FDVD PRE 5428	48694	SL PRIOR YR BAL 11350		
							CS/SS 13405	111173	+ SL EARNED YTD 1600		
							HP77BFAM 23842	221835	- SL USED YTD 3220		
							SOSEC 7421	62049	= CURRENT SL BAL 9730		
									SL USED THIS PP 000		
									LEAVE WITHOUT PAY (LWOP)		
									PAY PERIOD LWOP 3200		
									PP01 TO CURRENT PP 38483		
CONTRACTUAL INCREASE									USPS RETIREMENT		
NET PAY						550.38	NT BK	4018.86			

# Reading your pay stub (continued)

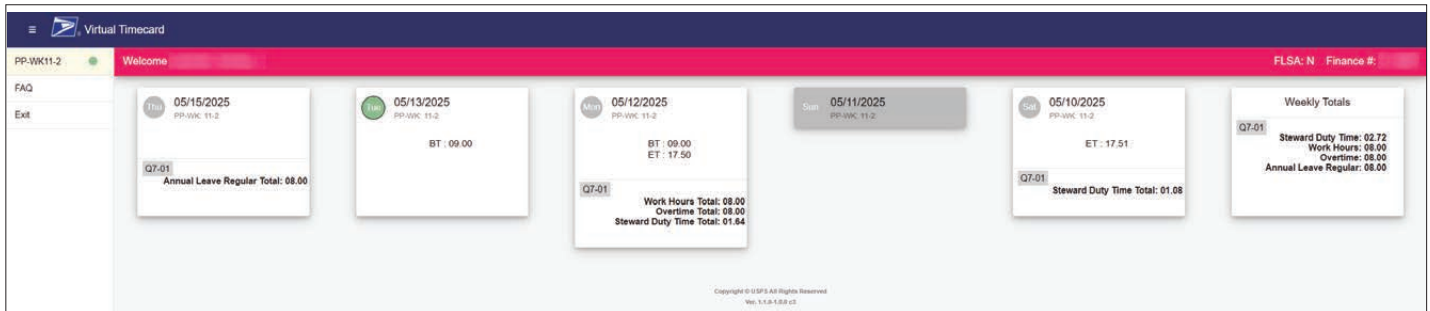
(continued from previous page)

- **RATE:** Your base rate of pay for the hours worked. For part-time employees, this rate is indicated as an hourly figure, while full-time carriers' rate is shown as the annual salary. The base rates are printed regularly in *The Postal Record*, and on the letter carrier pay chart at [nalc.org](http://nalc.org).
- **CODE:** Your employee designation/activity code. Full-time regular carriers are designated as 13-4; part-time flexible carriers are designated as 43-4; part-time regular carriers are designated as 33-4; and city carrier assistants are designated as 84-4.
- **TYP:** Pay close attention to this column, which indicates the type of hours you earned. The standard type codes are: W—standard hours; O—overtime, for hours worked past eight in a day or 40 in a week, paid at 1.5 times the regular rate; V—penalty overtime, for hours worked past 10 a day or 56 a week, paid at twice the regular rate; N—night shift differential, for hours worked between 6 p.m. and 6 a.m.; H—holiday pay; L—leave hours taken; and G—guaranteed time, for daily hours guaranteed by USPS but not worked.
- **HOURS:** This space will show the actual hours and hundredths worked for every hour type listed. If you keep track of your hours worked in the NALC Work Hour Tracker or in a record of your own, you will be able to immediately take steps to correct any errors on your pay stub.
- **PAY:** This space will show the total gross pay for each type of hours worked. Add up the pay for each category of hours worked and you have your gross pay. Of course, that's not the final number on your paycheck, since several items will be deducted first.

**GROSS TO NET** is a general heading for two columns, which show the total gross pay, all deductions, and the resulting net pay for the current pay period (THIS PERIOD) and for your pay year-to-date (YEAR-TO-DATE). Deductions may include taxes withheld, union dues (UN L), payments for health or life insurance, charitable donations you have authorized through the Combined Federal Campaign (CFC), or automatic donations to the NALC's Letter Carrier Political Fund (LCPF).

**NET PAY**, at the bottom of the pay stub, shows the amount you receive after these deductions.

USPS Employee Earnings Statement											
<b>Employee Information</b>											
Employee ID:	[REDACTED]										
Finance Number:	[REDACTED]										
Pay Location:	000										
Pay Period:	10-2025										
Pay Date:	06/09/25										
Inclusive Dates:	04/15/25 - 05/02/25										
<b>Net Pay:</b>	<b>\$2,093.96</b>										
<b>Paid Hours</b>											
Pay Period	Week	ESC	Level	Step	Dist Act	Salary Rate	Code	Description	Hours	Amount	
10-25	1	Q	01	M	134	75,211	051	WORK HOURS	40.00	1,442.36	
10-25	1	Q	01	M	134	75,211	053	OVERTIME HOURS	5.51	208.85	
10-25	1	Q	01	M	134	75,211	054	NIGHT WORK PREM HOURS	3.51	5.23	
10-25	1	Q	01	M	134	75,211	070	STEWARDS DUTY TIME	4.79	.00	
10-25	1							FLSA		.30	
10-25	2	Q	01	M	134	75,211	052	WORK HOURS	32.00	1,157.09	
10-25	2	Q	01	M	134	75,211	053	OVERTIME HOURS	12.21	662.25	
10-25	2	Q	01	M	134	75,211	054	NIGHT WORK PREM HOURS	2.71	4.04	
10-25	2	Q	01	M	134	75,211	055	ANNUAL LEAVE	8.00	288.27	
10-25	2	Q	01	M	134	75,211	070	STEWARDS DUTY TIME	8.75	.00	
10-25	2							FLSA		.00	
<b>Total Hours Gross Pay:</b>									<b>3,863.39</b>		
<b>Leave &amp; Retirement Information</b>											
Category: 6.00 Annual Leave											
Leave Computation Date: 11/29/14											
AL Prior Year Balance										2.11	
AL Maximum Carryover										620.00	
AL Carried over from Prior Year										.211	
+ AL Earned YTD										48.00	
+ AL Holiday Earned YTD										.00	
- AL Used YTD										51.00	
= Earned Annual Leave Balance										.211	
+ AL Advanced YTD										113.00	
= Available AL Balance										113.21	
AL Used This Pay Period										.00	
Category: 4.00 Sick Leave											
SL Prior Year Balance										27.62	
+ SL Earned YTD										30.00	
- SL Used YTD										24.00	
= Current SL Balance										33.62	
SL Used This Pay Period										.00	
Other Leave											
Leave Without Pay (LWOP)											
Pay Period LWOP										.00	
Calendar LWOP YTD										8.00	
Leave Increment LWOP										8.00	
Retirement											
YTD:	1,192.70 Total:									23,036.34	
FERS USPS Thrift Contributions											
PP 1%:	38.83 YTD USPS 1%:									271.10	
PP Match:	115.71 YTD Matching:									1,084.29	
Insurance Income											
Pay Period:	3.10 YTD:									29.89	
Earnings Statement Messages											
CONTRACTUAL INCREASE											
EARNED A/L NEGATIVE											
<b>Additional Pay &amp; Other Compensation</b>											
										Amount	
										Pay Period	YTD
Total Additional Pay / Other Compensation:										.00	.00
Total Adjustments Gross:										.00	.00
Total Gross Pay:										\$3,863.39	\$38,571.15
<b>Deductions</b>											
										Amount	
										Pay Period	YTD
Retirement-FERS - Reg-FICA Code E										127.28	1,192.70
Social Security										238.04	see YTD below
Medicare										53.33	see YTD below
Federal Tax 5.00										\$27.56	5,086.17
Health Plan Pre-tax (Self only) 77A NALC HEALTH BENEFIT PLAN										109.30	958.44
State Income Tax RA 5.00										112.91	1,122.84
Local Tax 651 5.00										144.88	1,446.42
FEDVIP Vision Pre Tax										9.50	94.78
FEDVIP Dental Pre Tax										65.95	654.92
Social Security (deducted on Ins Income)										.19	2,269.68
Medicare (deducted on Ins Income)										.04	530.81
TSP Loan: G										123.89	1,238.90
TSP Loan: G										84.71	847.70
Thrift Savings Plan (TSP): S/L - (Regular)										144.64	1,355.39
Union Dues: L										30.87	308.70
Allowance										6.00	60.00
<b>Total Current Pay Period Deductions:</b>										<b>1,769.43</b>	
<b>Total Adjustments Deductions:</b>										<b>.00</b>	
<b>Total Deductions:</b>										<b>\$1,769.43</b>	<b>\$17,646.70</b>
<b>Net Pay (Net To Bank):</b>										<b>\$2,093.96</b>	<b>\$20,524.45</b>
<b>Adjustments</b>											
No adjustments for this pay period											



Under the **LEAVE STATUS** section, you will see your annual leave (AL) category indicating how many hours of annual leave you earn per pay period. Under this section, you will see your prior AL balance, the AL earned and used this pay period, and your cumulative available AL totals for the year to date. Some employees have their AL advanced at the beginning of the leave year, which begins with the first full pay period within the calendar year, and it will show in the **AL ADVANCED** section. Each pay period, as AL is earned, it is deducted from advanced and moved to **AL EARNED YTD**.

Also, for career employees, sick leave (SL) earned or used during the pay period as well as the cumulative total are indicated. CCAs do not earn sick leave and will not have any data in the SL section. If you have used leave without pay (LWOP), Wounded Warriors Leave or Donated Leave during the pay period, it will be indicated in this section as well.

## ePayroll

Once the pay period has ended, employees will have access to their payroll information electronically via LiteBlue ePayroll. This system allows employees to review their payroll accounts, allotments and benefits. In the “Employee Apps” section, select “ePayroll,” then follow the on-screen prompts. Your detailed ePayroll information is usually available online beginning on the Tuesday evening preceding your pay date. Your earnings statement on ePayroll will show you “Paid Hours,” “Leave & Retirement Information,” “Additional Pay & Other Compensation,” “Deductions” and “Adjustments.” Keep in mind, adjustments that appear during the current pay period may be corrections or modifications from previous pay periods. Currently, the ePayroll application allows employees to review and print earnings statements dating back a full two years or a little less, depending on how the pay periods fall.

## Virtual timecard

Letter carriers can view their accumulated work hours for the current pay period using the Virtual Timecard application by logging into LiteBlue, clicking on the “Apps” tab, and choosing the Virtual Timecard.

Virtual Timecard is designed to provide secure, near real-time access to your own time clock entries and your accrued work hours as recorded in the Time and Attendance Collection System. Through the Virtual Timecard, you will be able to view your clock rings and accumulated work hours by workhour category for the current pay period. This can be done every day and at any time using a personal computer or mobile device.

**“Whether you review ePayroll or your traditional pay stub, it is important for letter carriers to always keep track of their work hours and review their payroll records to make sure that their paycheck has been calculated correctly.”**

**Whether you review ePayroll or your traditional pay stub, it is important for letter carriers to always keep track of their work hours and review their payroll records to make sure that their paycheck has been calculated correctly. If you discover a discrepancy in your payroll, you should speak to your shop steward or branch officer as soon as possible so they can investigate the situation.**

# Clock ring fraud

**L**etter carriers across the country report to work expecting to be properly paid for every hour of service they provide. For years, carriers used time cards and hyper electronic badge readers (HEBR), commonly referred to as the time clock, to record work hours by inputting various clock ring entries that identified the functions they worked under and the assignments they worked on. More recently, USPS has migrated timekeeping functions to the Mobile Delivery Device – Technical Refresh (MDD-TR) that carriers use daily. In limited circumstances, where HEBRs and MDD timekeeping functionality is unavailable, carriers may record work hours by completing a PS Form 1260, Nontransactor Card.

Carriers typically make four basic clock ring entries each day: Begin Tour (BT), which reflects the time a carrier starts working; Move (MV) to the street, which reflects the time a carrier leaves the office and travels to their delivery assignment; Move (MV) back to the office, which reflects the time a carrier returns from the street after completing their assignment; and End Tour (ET), which reflects the time a carrier has ended their day.

The Postal Service utilizes the Time and Attendance Collection System (TACS) to track work hours and compensate carriers. Postal managers and supervisors routinely review clock rings and make necessary edits to fix issues such as incomplete clock ring entries or to input missing moves to reflect a carrier's transition from one function or route to another. While the editing of clock rings in certain situations is proper, the Postal Service must ensure that all edits are accurate.

In many parts of the country, it was discovered that some postal managers and supervisors were committing fraud by intentionally and falsely editing clock rings, causing carriers to collectively lose tens of thousands of dollars in pay. In many of these instances, managers deliberately disallowed time worked by changing ET clock rings made by carriers to an earlier time when they were still working. In other cases, managers improperly added or removed leave and lunch clock rings from carrier workdays. These are just a couple of examples from the many found throughout the country. However, the common denominator among all fraudulent edits was that they ranged from minutes to hours with most instances resulting in loss of pay.

This month's column will focus on some of the USPS contractual obligations regarding accurately editing carriers clock rings and is intended to be read as a companion piece to last month's Contract Talk article, which provided a detailed explanation of the USPS time-keeping system,

employee pay stubs, the ePayroll online application and the Virtual Timecard application.

**To identify clock ring fraud, it's important to understand timekeeping procedures and the responsibilities of the parties executing them.** Sections 113.11, 114.1 and 114.2 of *Handbook F-21, Time and Attendance* provide the ultimate obligation and responsibility of the Postal Service to ensure the accuracy of letter carrier clock rings:

## **113.11 Functional Areas**

The timekeeping organization in a postal facility involves four functional areas:

a. The postmaster or installation head — is ultimately responsible for the accuracy of the entries on a timecard; ensuring that the time and attendance data are totaled correctly and properly dispatched at week's end; distributing paychecks to employees; and, maintaining an up-to-date list of persons authorized to initial timecards.

## **114.1 Supervisor Responsibilities**

For purposes of timekeeping, a supervisor is defined as the person responsible for directing an employee or group of employees in the performance of their duties. The supervisor is responsible for:

- a. Controlling employee access to timecards and badges.
- b. Making certain the employees' clock in and out according to their assigned schedules.
- c. Approving all daily clock rings, which the timekeeper has totaled, for full-time and part-time regular employees, and which deviate from the scheduled tour by more than 0.08 hours (5 minutes). (See 143.)
- d. Approving all daily clock rings that the timekeeper has totaled for part-time flexible, casual, temporary, and transitional employees.
- e. Acting on all leave requests.
- f. Acting on all requests for temporary schedule changes.
- g. Completing supporting forms as required by established procedures.
- h. Verifying and dispatching time and attendance data to the district or Eagan ASC.

## **114.2 Timekeeper Responsibilities**

The timekeeper is the person who is responsible for keeping records of the time worked and the leave requested by employees. The timekeeper could be the postmaster, supervisor, or any other person whom the installation head designates. The timekeeper is responsible for:

- a. Preparing timecards and/or other approved media for use by the employees.
- b. Computing daily and weekly totals and recording entries where required.
- c. Examining timecards and other records pertaining to hours

worked, absences, and leave balances, making correct entries on timecards and other records and verifying that data input through the timekeeping system is correct.

d. Maintaining files of forms that support time and attendance entries.

e. Assisting the supervisor in timekeeping functions as the supervisor may require.

f. Assisting in the preparation of adjustment requests.

g. Answering time and attendance inquiries.

As shown, *Handbook F-21* explains that supervisors are responsible for approving all daily clock rings. Section 432.71 of the *Employee and Labor Relations Manual (ELM)* details the control a supervisor has in approving work hours credited to employees:

#### 432.71 Control

Supervisors should ensure that employees do not remain on the clock unless they are specifically authorized to do so. Where employees continue to work contrary to instructions from a supervisor to clock out, the corrective action must be a procedure other than not compensating the employees for work performed.

In instances where a clock ring edit might result in disallowed work hours from time that a carrier has spent on the clock, Section 432.711 of the *ELM* requires the completion of PS Form 1017-A, Time Disallowance Record:

#### 432.711 Disallowed Time

If an employee's clock rings exceed 8.08 hours and the employee was not engaged in work or work-related activities while in the time-over-8 status, supervisors are to disallow the time on the clock that was not worked. In such a case the supervisor should prepare a written entry on PS Form 1017-A, Time Disallowance Record, as to the factual basis for his or her knowledge that the employee was not working during the period of time disallowed. Examples of time that may be properly disallowed include, but are not limited to:

a. Wash-up time — time spent by employees changing clothes and/or washing up after their tour ends that exceeds the time allotted for such purposes in applicable collective bargaining agreements.

b. Waiting time — time spent by employees while waiting to start work at the beginning of a tour when they have not been instructed or otherwise required to wait.

c. Personal time — time spent by employees, before their tour begins or after their tour ends, attending to personal matters.

d. Mealtime — time spent by employees “on the clock” during a designated meal period, provided, of course, that the employee was completely relieved of all duties and responsibilities and performed no work during this period.

Postal supervisors are obligated to notify carriers when and if any work hours are disallowed, as explained in Sec-

tion 146.251.b of *Handbook F-21*:

146.251 PS Form 1017-A, Time Disallowance Record

b. Document incidence of time disallowance on PS Form 1017-A as follows:

Block 1: Date of the incident.

Block 2: Year.

Block 3: Pay period.

Block 4: Week.

Block 5: Day.

Block 6: Total clock time in hours and hundredths.

Block 7: Total time disallowed in hours and hundredths.

Block 8: Initials of supervisor annotating the disallowance.

Block 9: The date the employee was notified of the disallowance.

Block 10: The applicable disallowance code (codes appear on the reverse of PS Form 1017-A).

Block 11: Enter remarks documenting reason for disallowance.

The act of disallowing time and completing a PS Form 1017-A is not to be done secretly. Letter carriers deserve to be compensated for all hours spent working for the Postal Service and to be made aware of any hours in dispute.

Article 41, Section 3.K of the National Agreement provides:

K. Supervisors shall not require, nor permit, employees to work off the clock.

The Merriam-Webster dictionary defines “work” as “to perform work or fulfill duties regularly for wages or salary.” Article 34 of the National Agreement memorializes the Postal Service’s commitment to the principle that a fair day’s work merits a fair day’s pay:

#### Article 34 Work And/Or Time Standards

A. The principle of a fair day’s work for a fair day’s pay is recognized by all parties to this Agreement.

Section 432.712 of the *ELM* further confirms this commitment:

#### 432.712 Allowed Time

Supervisors must credit employees with all time designated as worktime under the Fair Labor Standards Act. Examples of time that must be credited as worktime if the supervisor knows or has reason to believe the activities are being performed during the time, include:

a. Time spent by employees in performing duties that are part of, or related to, the employees’ principal work activity, such as pulling mail from a distribution case, collecting tools or

(continued on next page)

## Clock ring fraud (continued)

(continued from previous page)

supplies, and adjusting rest bars.

b. Time spent continuing to work after a tour ends in order to correct an error, to prepare records, or to finish a task.

c. Time spent working during meal periods.

d. Time spent distributing work to workstations

To review clock ring edits made by postal management, union representatives should request the Employee Everything Report (EER), which is created by TACS. This report details clock ring entries input by carriers and any edits made by management.

In July 2018, the *NALC Guide to Identifying Intentional False Editing of Clock Rings* was created to inform union representatives about how to read the EER and properly identify improper clock ring edits. Additionally, the guide advises union representatives on how to file successful grievances regarding false clock ring edits, the appropriate remedies for those violations, and how to prevent future infractions. An electronic copy of this guide is available on the NALC website at [nalc.org/workplace-issues/resources](http://nalc.org/workplace-issues/resources).

To assist carriers in tracking their hours, NALC also created the *NALC Work Hour Tracker*. The tracker contains 52 pay periods worth of fillable tracking forms; a detailed instruction page that explains how to properly track hours and figure overtime for full-time regular, part-time flexible and city carrier assistant letter carriers; a USPS pay period calendar; and a time conversion table. Additionally, each pay period contains a notes page where carriers can record different things that occurred throughout that time frame. The notes page could be a valuable resource when comparing edited clock rings that have resulted in a loss of pay. Copies of the tracker are available from the national business agent (NBA) office who represents each region. Contact information for each of the 15 NBA offices is available on the NALC website at [nalc.org/union-administration/nalc-regions](http://nalc.org/union-administration/nalc-regions).

**Letter carriers work very hard for their wages, and clock ring fraud is a serious issue.** Letter carriers who believe that management has improperly made adjustments to their clock rings should contact their union representative so that they can investigate the issue and file a grievance if necessary.

## Union Plus awards scholarships (continued)

(continued from page 15)

a mathematics major. Moon was a member of the BASIS Peoria debate team, which won the open division at the Marist Ivy Street Invitational national-level tournament. He completed multiple Advanced Placement (AP) courses while in high school, scoring a 5, the highest score possible, on the AP Physics exam as a freshman.

His father began working for the Postal Service during the COVID-19 pandemic. Shortly thereafter, a situation arose in which he needed union representation. “NALC participated in the fact-finding for the incident and was my father’s voice when he met with management,” Moon said. “With the union’s help, the problem was resolved. This is the strength of unions: Having experienced similar situations count-

less times, his NALC representatives knew what to say and what to do.”

Moon’s activities and honors include the National Honor Society, Tri-M Music Honor Society, Phoenix Youth Symphony, BASIS Peoria orchestra, BASIS Peoria Science Bowl, Arizona Music Educators Association All-State Orchestra, National Latin Vocabulary Exam gold medal, Math Kangaroo Arizona runner-up, QuestBridge Scholar and Mathnasium instructor.

The Union Plus Scholarship Program awards scholarships based on outstanding academic achievement, personal character, financial need, and commitment to the values of organized labor. The program is offered through the Union Plus Education Foundation.

Since starting the program in 1991, Union Plus has awarded more than \$5.9

million in educational funding to more than 4,200 union members, spouses and dependent children. Union Plus Scholarship awards are granted to students attending a two-year college, four-year college, graduate school, or recognized technical or trade school. The selection process is exceptionally competitive: 6,213 applications were received this year from 69 unions and all 50 states, the District of Columbia, three U.S. territories, and six Canadian provinces.

For information about scholarship eligibility and applications, go to [unionplus.org/scholarship](http://unionplus.org/scholarship).

In addition to the scholarship program, Union Plus provides a range of money-saving programs and services for union members and families. Go to [nalc.org/member-benefits/benefits-for-members/union-plus](http://nalc.org/member-benefits/benefits-for-members/union-plus) for details. **PR**

# Administrative separations

**O**utside of the probationary period, or the 90/120 requirement, as a city carrier assistant (CCA), the Postal Service can only involuntarily separate employees in one of two ways; the first is by satisfying the “just cause” standard found in Article 16 of the National Agreement, or second, through an administrative process called separation-disability. This article will define administrative separations and explain the requirements associated with them.

Employees who have been absent for one year of continuous service without pay because of illness may be separated for disability. When an employee is being separated for disability, management must follow the applicable handbooks and manual provisions. The *Employee and Labor Relations Manual (ELM)* Section 365.34 lays out the provisions of separation-disability and begins by defining the term:

*Separation-disability* is a term used to indicate the separation of an employee other than a non-career or a probationary employee whose medical condition renders the employee unable to perform the duties of the position and who is ineligible for disability retirement.

*ELM* Section 365.342, Applicability, provides the criteria for employees with one year of continuous absence without pay because of illness, employees covered under the Uniformed Services Employment and Reemployment Rights Act (USERRA) who are recovering from a service-connected disability, and employees covered under the Office of Workers’ Compensation Programs (OWCP) due to an on-the-job injury. This section also details steps that must be taken prior to affecting disability-separation. *ELM* Section 365.342.a explains:

At the expiration of 1 year of continuous absence without pay, an employee who has been absent because of illness may be separated for disability. This action is not mandatory, however, and if there is reason to believe the employee will recover within a reasonable length of time beyond the 1-year period, the employee may be granted additional leave in 30-day periods, not to exceed 90 days. If the employee’s condition indicates that LWOP beyond that period is necessary incident to full recovery, the postal official must submit a comprehensive report to the area manager of Human Resources with appropriate recommendation and retain the employee on the rolls pending a decision.

It’s clear that disability separation is not mandatory. There is discretion to extend leave if the employee might recover within a reasonable length of time beyond the one year of continuous leave without pay (LWOP). Grievance handlers should be sure to examine

the actual LWOP used, in particular any interruptions to LWOP (i.e., they entered into a pay status), as well as reports indicating the employee may be able to recover and when.

USERRA provides rights to employees who are hospitalized or recovering from a service-disconnected disability. This provision is reflected in *ELM* Section 342.b:

An employee covered under USERRA who is hospitalized or convalescing due to a service-connected disability is required to return to work once recovered. The recovery period may not exceed 2 years (see EL-312 773(d)). Before any employee covered under USERRA can be separated for disability, the requesting postal official must submit a comprehensive report through the proper channels to the manager of Human Resources (Area), with appropriate recommendations. The employee must be retained on the rolls of the Postal Service pending a decision.

Employees in an LWOP status due to an on-the-job injury receive additional protections from an administrative separation for disability. *ELM* Sections 365.342.c and 365.342.d state:

c. If an employee on the rolls of the Office of Workers’ Compensation Programs (OWCP) is unable to return to work at the end of the initial 1-year period of LWOP, the LWOP may be extended for successive additional periods of up to 6 months each. Extensions are granted only if it appears likely that the employee will be able to return to work within the period of the extension. If it does not appear likely that the employee will be able to return to work during the period, the employee, upon approval of the area manager of Human Resources (Area), is separated subject to reemployment rights.

d. Before any employee on the rolls of the OWCP can be separated, the requesting postal official must submit a comprehensive report through channels to the manager of Human Resources (Area), with appropriate recommendations. The employee must be retained on the rolls of the Postal Service pending a decision.

Take note that extensions for employees on OWCP for an on-the-job injury are in six-month periods (rather than 30-day periods in Part a) and there is no limit placed on the number of extensions.

Grievance handlers may be able to prevent disability-separations of employees by utilizing light- and limited-duty procedures. Returning an employee to a pay status through these provisions would instantly make the employee ineligible for a disability-separation, as it would break or interrupt the one year of continuous LWOP requirement. The provisions of Article 13, Assignment of Ill or Injured Regular Workforce

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# Administrative separations (continued)

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Employees, govern voluntary requests for light-duty work by employees who are temporarily or permanently incapable of performing their normal duties as a result of illness or injury. USPS procedures regarding limited duty (provided for an employee who is temporarily or permanently incapable of performing their normal duties as a result of a job-related compensable illness or injury) are found in Section 540 of the *ELM*. The local union must initiate any limited- or light-duty grievances prior to the effective date of the separation while the employee is still on the postal rolls.

*Handbook EL-505*, Injury Compensation lays out additional procedural rules that management must follow when separating an employee out on OWCP. *EL-505* Section 4-22 requires the Postal Service to initiate the following actions prior to separating an employee who is injured on duty and has been in a continuous LWOP status for one year:

- Request current claim status and copies of the latest medical reports from OWCP.
- Schedule the employee for a fitness-for-duty exam.
- If the medical documentation indicates that the employee is capable of performing full duty, **return the employee to work.**
- If the medical documentation indicates that the employee is temporarily partially disabled, **issue the employee a written limited duty job offer.**
- If the medical documentation indicates that the employee is permanently partially disabled, **issue the employee a written permanent rehabilitation job offer.**
- If the medical documentation indicates temporary total disability and the injured employee is expected to return to work within six months, extend the LWOP status.
- If the medical documentation indicates permanent total disability, request separation according to the procedures outlined in *ELM* Section 365.

Thus, when a carrier's disability is partial (able to perform some work) and work related, the Postal Service does not have the authority to separate (regardless of whether the partial disability is temporary or

permanent). Instead, it must provide a limited-duty job or rehabilitation assignment.

Union representatives can find evidence of the status of the injured employee's disability (partial versus total and temporary versus permanent) in various places. These include:

- A. Medical documentation. This can come from the attending physician and/or second opinion or referee doctor in the form of CA-17, Duty Status Report, OWCP 5c Work Capacity Evaluation Musculoskeletal Conditions, medical narratives explaining restrictions, etc. It should be noted that when there are differing medical opinions, only OWCP can determine which opinion is controlling.
- B. OWCP case file:
  1. A letter from the claims examiner that states the employee can return to work.
  2. Evidence of vocational rehabilitation. OWCP does not provide vocational rehabilitation when employees are totally disabled.

When the evidence shows that disability is permanent and total after one year of LWOP, prior to separating an employee, *EL-505* Section 4-23 requires local management to prepare a request letter to Postal Service Headquarters that includes:

- A brief history of the employee's injury.
- The date the employee entered into an LWOP-IOD status. The employee must have been in an LWOP-IOD status for one year before separation is requested.
- Conclusive medical reports that are no more than six months old and a summary of pertinent medical documentation substantiating the request for separation.
- A request to the area HR analyst for confirmation to terminate the employee's LWOP-IOD status and initiate separation action. The request is to be agreed with by the district HR manager and the appropriate functional manager and be signed by the district manager.

After management has prepared their request in accordance with the above provision, they are then required to submit the request to USPS headquarters and maintain the employee on the rolls until a formal

decision is received from headquarters. If applicable, the letter carrier must be advised of retirement rights in the final notification letter.

To preempt management arguments that the *EL-505* is not enforceable through the grievance procedure, grievance handlers can cite the Postal Service's post-argument brief dated Jan. 6, 2012, in MSPB case *Latham v. USPS* (docket no. DA-0353-10-0408-1-1). In this brief, the Postal Service argues that the *EL-505* is part of the collective-bargaining agreements, and as a result binding. The brief states, in part:

But there is no dispute that *ELM* § 546 and *Handbook EL-505* are, for all intents and purposes, collective-bargaining agreements...As a result, *ELM* § 546 and *Handbook EL-505* have been transformed from unilateral policy statements to binding agreements.

In all situations under *ELM* Section 365.342, management must retain the employee on the rolls pending a decision. In each case, the requesting official must submit a "comprehensive report" to the manager of Human Resources (Area). Stewards should be sure to request the comprehensive report (be sure to do so in writing and include the request in the case file).

*ELM* Section 365.342.e explains that if the manager of Human Resources approves the request to proceed with a disability separation, the employee is not separated until given an opportunity to retire. *ELM* Section 365.342.e states:

e. If the manager of Human Resources (Area) approves the request, and if the employee has sufficient service for entitlement to retirement, the employee is not separated until given an opportunity to retire. For involuntary separation, the notice and appeal procedures outlined in 650 or the applicable collective bargaining agreement, whichever is appropriate, is followed.

Civil Service Retirement System (CSRS) employees must have completed at least five years of creditable federal civilian service to be eligible for disability retirement. Federal Employees Retirement System (FERS) employees must have completed at least 18 months of federal civilian service to be eligible for disability retirement.

If the employee is eligible for disability retirement but chooses not to apply, they are not separated until a complete medical report has been received (by the manager of Human Resources) and the employee has received retirement counseling. *ELM* Section 365.342.f states:

An employee who is eligible for disability retirement but chooses not to apply is not separated for disability until a complete medical report has been received and the employee has received retirement counseling.

Separated employees can still apply for disability retirement even if they chose not to while employed. The application for disability retirement must be received by the Office of Personnel Management (OPM) within one year after the date of the separation.

There are situations in which management may initiate disability retirement on behalf of the employee. These regulations are found in *ELM* Section 568 for CSRS employees, and *ELM* Section 588 for FERS employees. *ELM* Section 588.21, Basis for Filing, explains:

An employing office may file an application for disability retirement for an employee who has at least 18 months of creditable civilian service when all of the following conditions are met:

- c. The employing office has issued a decision to remove the employee;
- d. The employing office concludes, after its review of medical documentation, that the cause for unacceptable performance, attendance, or conduct is disease or injury;
- e. The employee is institutionalized or, based on a review of medical and other information, the employing office concludes that the employee is incapable of making a decision to file an application for disability retirement;
- f. The employee has no personal representative or guardian;
- g. The employee has no immediate family member who is willing to file an application on her or her behalf.

OPM, the government agency that promulgates CSRS and FERS, mandates that the employing agency must file a disability application when all of the conditions are met in the Civil Service Retirement System (CSRS) and Federal Employees Retirement System (FERS) *Handbook for Personnel and Payroll Offices (CSRS FERS Handbook)*, Chapter 60. These conditions are similar to the conditions found in *ELM* 588.21 and *ELM* 568.11.

If the agency files a disability retirement application on an employee's behalf, the application must be filed prior to separating the employee from service. Additionally, the agency should place a statement in the OPF (official personnel file) that describes the agency's attempt to perfect an application and its reasons for believing that such an application was appropriate. These regulations are found in Section 60A.3.1-2 of the *CSRS FERS Handbook*.

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# Administrative separations (continued)

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Employees must receive official notice if being separated for disability. *ELM* Section 365.343, Notice to Employee, states:

No employees who have completed their probationary period are separated for disability until given a notice in writing of the proposed action and an opportunity to reply in accordance with appropriate adverse action procedures. Employees eligible for disability retirement are advised and notified that unless they file application for disability retirement within 1 year of separation their rights will lapse.

Employees who receive notice of separation should immediately contact their union representative for assistance. In disability-separation grievances, the union should be sure to fully document the contract violation with appropriate contentions and evidence that supports the violation. Remember that these grievances are not the same as discipline cases, and the union bears the burden of proof.

The Postal Service also has attempted to use administrative separation procedures on employees

after they have passed their probationary period (or 90/120 requirement as a CCA) when these employees received an unfavorable National Agency Check with Inquiries (better known as a NACI background check). Through disputes over these separations, management has argued that the provisions of Article 16 and the “just cause” principle are not applicable. However, in a national award by Arbitrator Newman dated June 30, 2025, (USPS Case No. 6X 21C-6X-C 3281423 and C-37276 in NALC’s arbitration system), Arbitrator Newman found that grievances protesting the separation of non-probationary employees based upon an unfavorable NACI report are arbitrable, and in such cases the Postal Service must prove that it had just cause for the separation/removal under the principles of Article 16. Grievances concerning separations after probation due to an unfavorable NACI report should be sure to include this national award.

**It is vital for grievance handlers to discover and attack all procedural errors when management initiates an administrative separation outside of the probationary period.**

## Director of Life Insurance

# Individual Disability FAQ (continued)

*(continued from page 39)*

two years from the policy date, and is due to a pre-existing condition, benefits will not be paid unless you have gone for a period of one year while the policy is in force without receiving any medical advice or treatment for that condition.

**What is a concurrent disability?** A concurrent disability means one continuous period of total disability that is caused, or is continued by, more than one injury or sickness. Benefits will be paid as if the concurrent disability was caused by one injury or one sickness. In no event will the insured be considered to have more than one continuous period of total disability at the same time.

**What is recurrent disability?** A recurrent disability is a disability due to the same or related cause applicable to the prior period of total disability; it also occurs within 180 days after the end of the prior total disability. In such cases, the benefit period will be reduced by the number of days benefits were paid for the prior period (or periods) of total disability. The elimination period must be satisfied with each recurrence. Two or more periods of recurrent disability may not be used to determine completion of one elimination period.

**Additional information can be obtained about any of our policies on our website at [nalc.org/mba](http://nalc.org/mba) or by calling the office at 202-638-4318 Monday to Friday 8 a.m. to 3:30 p.m. Eastern time.**

# NACI national arbitration award

**O**n Dec. 12, 2024, NALC joined the American Postal Workers Union, the National Postal Mail Handlers Union and the National Rural Letter Carriers' Association in a national-level arbitration over National Agency Check with Inquiries (NACI) background-check separations. NACI is the background check performed by the Postal Inspection Service (PIS) on newly hired postal employees.

The dispute escalated to the interpretive step after management argued that the separations, due to an unfavorable NACI, were “administrative” and not subject to the grievance procedure. Management claimed the separations were based on failure to meet a condition of employment rather than a disciplinary action.

**The unions took the position that all post-probationary employees must be given due process and grievance appeal rights consistent with the National Agreement. The NALC specifically proposed that the following interpretive issues be answered at the arbitration hearing:**

1. Whether, when the Postal Service terminates an employee based on an unfavorable NACI report after the employee has completed probation, is a grievance challenging the termination arbitrable?
2. If such grievance is arbitrable, does the Postal Service have the burden of proof to establish cause in the arbitration?

During the arbitration hearing, the unions made it clear they were not challenging the right of the Postal Service to set eligibility criteria and determine suitability under its established standards. The testimony presented by the unions dealt mostly with the history of the issue of criminal background checks and how they have been dealt with by the parties over the last 30-plus years. In her award, the arbitrator said it appeared that prior to 2020, the Postal Service never challenged the arbitrability of grievances arising from a problem with background checks, which mostly appeared in cases involving falsification of job applications. Those cases were heard on the merits regionally and ended in differing results depending on the individual circumstances.

The unions also contended that there is no contractual language that excludes non-probationary employees from filing grievances over their removal for an unfavorable NACI rating, or from arbitration, and that the only explicit prohibition in the contract for access to the grievance procedure is Article 12.1(A) covering probationary status. The unions also maintained that Article 3 is not a limit on arbitration, and management rights

must be exercised in compliance with other provisions of the National Agreement, including Articles 15 and 16 Article 19, incorporating provisions of handbooks, manuals and published regulations that directly relate to wages, hours, or working conditions of employees, including the *Employee and Labor Relations Manual (ELM)* and *Handbook EL-312 Employment and Placement*.

The NALC asserted that the Postal Service's statutory right to set hiring standards in the Postal Reorganization Act (PRA) does not give it free rein to discharge employees who have completed probation, noting that the PRA requires the Postal Service to exercise its rights (including hiring and discharging employees) consistent with applicable laws, regulations and collective-bargaining agreements (CBAs).

The unions also noted that there is no reference to “conditional employment” in the CBAs, and that the language in the postings and job offers were not negotiated with the unions and cannot amend the interpretation of the CBAs. The NALC also asserted that whatever the PIS's appeal process involves, it is not a substitute for the arbitration process, which involves a hearing before a neutral arbitrator with representation.

**The Postal Service raised a threshold issue that this dispute is not substantively arbitrable, since an arbitrator's jurisdiction is contractually derived, and the arbitrator's authority is limited to interpreting or applying CBAs.**

Arbitrator Margo R. Newman rejected the Postal Service's threshold claim and found the matter to be arbitrable. She wrote:

A review of the express language used by the parties in the National Agreement with respect to the Grievance-Arbitration Procedure, reveals a very broad definition of what constitutes a grievance - a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment - and some examples (although not comprehensive) such as a complaint of an employee which involves the interpretation, application of, or compliance with provisions of this Agreement or any Local MOU not in conflict with it...Absent any clear prohibition against filing a grievance protesting a non-probationary employee's separation/ termination of employment for receiving an unfavorable NACI, such grievance would fit the definition of a dispute related to conditions of employment which involves the application of, or compliance with, provisions of the Agreement. Thus, Article 15 is susceptible to an interpretation that covers this dispute.

The arbitrator also wrote:

...the only express prohibition to access to the grievance procedure in the National Agreement is Article 12.1(A),

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## NACI national arbitration award (continued)

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where the parties negotiated the right of the Postal Service to separate any probationary employee during the probationary period, and such employee “shall not be permitted access to the grievance procedure in relation thereto.”...I find that a complaint by a non-probationary employee with respect to the results of such determination is a dispute related to a condition of employment that clearly falls within the definition of a grievance in Article 15.

Arbitrator Newman maintained that the Postal Service must prove it had just cause for the separation, as required by Article 16 of the National Agreement. She wrote:

Even if these separations are not, per se, disciplinary in nature, Arbitrator Das’ analysis that an involuntary separation-disqualification after the probationary period is considered a removal under ELM 365.311, which must be for cause, provides the basis for a cause analysis of the Postal Service’s removal/separation action. That provision notes that the only exceptions to such “removal” are employees who have not completed their probationary period and em-

ployees serving under a temporary appointment.

Arbitrator Newman concluded:

The Postal Service’s notice to applicants/employees that their appointments are “conditional” on them receiving a favorable NACI does not change this fact. The Postal Service is not able to unilaterally create a class of “conditional employees” to avoid the consequences of their becoming regular employees with full collective bargaining rights.

Arbitrator Newman’s award summary stated:

1. A grievance protesting the separation/removal of a non-probationary employee based upon an unfavorable NACI report is substantively arbitrable under Article 15.
2. In such arbitration, the Postal Service must prove that it had just cause for the separation/removal under the principles of Article 16.

**The four postal unions and the USPS have agreed that cases held pending the outcome of this issue should be immediately processed and resolved in accordance with this decision.**

## Director of City Delivery

## Red Line Policy (continued)

(continued from page 36)

**Although case label separations are useful to carriers** when processing undeliverable mail, they are not the only tool the Red Line Policy is denying carriers access to. Carriers rely on PS Form 3982s located at their cases as a reference to accurately forward mail for addressees. Under the Red Line Policy, a carrier is unable to review PS Form 3982s when processing undelivered mail at the end of the day. Section 241.3 clearly explains the form’s purpose:

### 241.3 Purpose and Duration of PS Form 3982

#### 241.31 Purpose

241.311 PS Form 3982 provides a quick reference for carriers unfamiliar with customer removals from the route so the mail for these customers can be withdrawn from the case and bundled for forwarding by the CFS. (Exception: In a Delivery Point Sequence environment where customer removals may first be identified while performing street duties, they must be withdrawn and returned to the office for processing). Use of a PS Form 3982 or a locally developed policy to identify removals while performing street duties will be used.

Additionally, since the policy does not permit carriers to take any mail to their case at the end of the day, it fails to adhere to the *Handbook M-39* requirement that mail being properly held at the unit should be kept at the carrier case unless there is no space available:

#### 117.1.K. Hold Mail

Instruct the carrier to place hold mail in a central location only when space is not available at the carrier’s case.

NALC has not been provided with notification of any proposed changes regarding these handbook provisions in accordance with Article 19 of the National Agreement; therefore, if postal management has implemented the Red Line Policy in your office, contact your local union representative and request that a grievance be filed.

**Be sure to read my monthly column and visit the City Delivery page on the NALC website for all the latest news on city delivery activities.**

# December exceptions

**T**his month's Contract Talk will explain the exceptions to Article 8 of the National Agreement that occur during the month of December. These include the payment of penalty overtime, work-hour limits, the assignment of overtime, and non-scheduled days.

The rate of pay for penalty overtime is governed by the provisions of Article 8, Section 4.C, which states:

C. Penalty overtime pay is to be paid at the rate of two (2) times the base hourly straight time rate. Penalty overtime pay will not be paid for any hours worked in the month of December.

While this provision applies to all letter carriers, determining when the penalty overtime rate is applicable depends on the classification of the employee.

The entitlement to penalty overtime for full-time regular and full-time flexible employees is found in Article 8, Section 4.D of the National Agreement, which states:

D. Penalty overtime pay will be paid to full-time regular employees for any overtime work in contravention of the restrictions in Section 5.F.

Article 8, Section 5.F states:

F. Excluding December, no full-time regular employee will be required to work overtime on more than four (4) of the employee's five (5) scheduled days in a service week or work over ten (10) hours on a regularly scheduled day, over eight (8) hours on a non-scheduled day, or over six (6) days in a service week.

The explanation for this section is found on page 8-17 of the 2022 *Joint Contract Administration Manual (JCAM)*, which states:

Article 8.5.F applies to both full-time regular and full-time flexible employees. The only two exceptions to the work hour limits provided for in this section are for all full-time employees during the penalty overtime exclusion period (December) and for full-time employees on the ODL during any month of the year (Article 8.5.G). Both work and paid leave hours are considered "work" for the purposes of the administration of Article 8.5.F and 8.5.G.

The rules governing how part-time flexible (PTF) and city carrier assistant (CCA) letter carriers receive penalty overtime pay are found in Article 8, Section 4.E, which states:

E. Excluding December, part-time flexible employees will receive penalty overtime pay for all work in excess of ten (10) hours in a service day or fifty-six (56) hours in a service week.

(The preceding paragraph, Article 8.4.E., shall apply to City Carrier Assistant Employees.)

This language requires the payment of penalty overtime to PTF and CCA letter carriers for all work in excess

of 10 hours in a service day or 56 hours in a service week. Part-time regulars are in the same category as PTFs for penalty overtime purposes.

When determining the entitlement to penalty overtime pay, both the actual hours worked as well as any paid leave hours are counted. This is explained on page 8-3 of the 2022 *JCAM*, which states:

All bargaining unit employees are paid postal overtime for time spent in a pay status in excess of 8 hours in a service day and/or in excess of 40 hours in a service week. Hours in pay status include hours of actual work and hours of paid leave.

**The first exception to these rules, which affects full-time, part-time and CCA letter carriers, involves the payment of penalty overtime during the month of December.** In accordance with Article 8, Section 4.C, penalty overtime will not be paid for any hours worked in December. This is commonly referred to as the "penalty overtime exclusion period."

Although Article 8, Sections 4 and 5 identify the month of December, in 1985 the national parties agreed that the month of December referenced in these sections is understood to mean four consecutive service weeks, rather than the entire month (M-01508 in NALC's Materials Reference System). The specific period is published each year in the *Postal Bulletin* and *The Postal Record*. The penalty overtime exclusion period for calendar year 2025 will run from Nov. 29 through Dec. 26, 2025 (pay period 26-2025 and 1-2026).

Article 8, Section 4.G is a new section of the contract added to the 2023 National Agreement in accordance with Arbitrator Dennis R. Nolan's award dated March 21, 2025. This section states:

G. For any hours worked beyond twelve (12) hours in a service day or sixty (60) hours in a service week the employee is to be paid at the rate of two and one-half (2 1/2) times the base hourly straight time rate.

(The preceding paragraphs, Article 8.4.F. and 8.4.G., shall apply to City Carrier Assistant Employees.)

Unlike the penalty overtime exclusion period, there are no exceptions to Section 4.G. This provision, which provides pay at two and a half times the base hourly straight-time rate for work beyond 12 hours a day or 60 hours a week for all letter carriers, is applicable even during the penalty overtime exclusion period.

**The second exception during December pertains to the daily and weekly work-hour limitations.** Article 8, Section 5.G provides that full-time employees on an

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# December exceptions (continued)

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overtime desired list (ODL) or the Work Assignment List (WAL) may be required to work up to 12 hours in a day or 60 hours in a service week unless they volunteer to work beyond those limits. However, these work limits do not apply to ODL and WAL letter carriers during the penalty overtime exclusion period. Management can, but is not required to, assign ODL letter carriers to work in excess of the 12- and 60-hour limitations during the penalty overtime exclusionary period.

The maximum hours allowed for PTFs, CCAs and full-time employees not on an ODL or the WAL are not governed by the provisions of Article 8, Section 5.G. The rules defining the maximum number of work hours for these letter carriers are found in Section 432.32 of the *Employee and Labor Relations Manual (ELM)*, which states:

Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the postmaster general (or designee), employees may not be required to work more than 12 hours in 1 service day. In addition, the total hours of daily service, including scheduled workhours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours. Postmasters and exempt employees are excluded from these provisions.

Since letter carriers typically have a 30-minute lunch break, the maximum number of paid hours allowed under this section of the *ELM* is limited to 11½ hours per service day. The Step 4 settlement (M-01272) in case number E94N-4E-C96061540 dated Feb. 25, 1998, clarifies that the 12-hour limit established by Section 432.32 of the *ELM* continues to apply even during the penalty overtime exclusion period.

Similar to the previous reference that paid leave counts toward overtime, the 2022 *JCAM*, on page 8-19, states that the 12- and 60-hour limitations are inclusive of all hours, including any type of leave taken.

**The third, and newly added December exception,** deals with non-scheduled days for CCAs and PTFs. Article 8, Section 3, added to the 2023 National Agreement, now provides that CCAs and PTFs will be guaranteed a minimum of one non-scheduled day each service week, except during the penalty overtime exclusion period. This change is echoed in the MOU Re: New Employee Experience, Retention and Mentoring Program, found on page 258 of the 2023 National Agreement, which states in part:

All City Carrier Assistant (CCA) and Part-time Flexible (PTF) city letter carriers will be guaranteed a minimum of one (1) nonscheduled day each service week, except during the

penalty overtime exclusion period. This exception to receiving at least one nonscheduled day each service week during the penalty overtime exclusion period does not apply to CCAs or PTFs during Weeks 1 through 8 following completion of the Carrier Academy.

New CCAs and PTFs who are in Weeks 1 through 8 following their completion of the Carrier Academy (Week 1 begins the week the new employee begins on-the-job instruction training), still must receive a non-scheduled day each service week, even during the penalty overtime exclusion period. Beginning Week 9 and beyond, CCAs and PTFs are not guaranteed a non-scheduled day during the penalty overtime exclusion period.

**The fourth exception during December pertains to** letter carriers on the WAL. As stated above, excluding December, WAL carriers are available to work up to 12 hours in a day or 60 hours in a service week. Outside of the penalty overtime exclusion period, management has the right to assign an employee on an ODL to work at the regular overtime rate to avoid paying penalty overtime to a carrier on the WAL. This can limit a carrier on the WAL to 10 hours in a service day, even if additional overtime was available on their bid assignment. This is explained on page 8-21 of the 2022 *JCAM*, which states:

Management may assign an employee from the regular ODL to work regular overtime to avoid paying penalty pay to a carrier who has signed for Work Assignment overtime. This exception does not apply during the penalty overtime exclusion period (December) when penalty overtime is not paid.

During the penalty overtime exclusion period, letter carriers on the WAL have the right to work the additional time over 10 hours, up to 12 hours, since penalty overtime is not paid. Keep in mind, this exception applies only when management wants to assign a carrier from ODL to work the overtime. Management still retains the right to utilize a letter carrier at the straight-time rate, or a PTF or CCA at the straight-time or regular overtime rate, prior to assigning additional overtime to a letter carrier on the WAL. Page 8-21 of the 2022 *JCAM* explains:

Management may always assign another carrier to perform the work at the straight-time rate rather than assigning overtime to a carrier on the Work Assignment List. Management may also assign PTFs and CCAs at the straight-time or overtime rate (up to the ELM limitations).

**If you have any questions related to these or other** Article 8 provisions, contact your local shop steward or branch officer. Complete copies of the “M” documents referenced in this article and the 2022 *JCAM* are available on the NALC website at [nalc.org](http://nalc.org).

# Article 25, Higher Level Assignments—vacant carrier technician positions

**T**emporarily 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 assignments. Since Article 41, Section 2.B restricts opting to part-time flexibles (PTFs), 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 PTFs and full-time regular letter carriers with bid positions, are eligible to apply for higher-level assignments under the provisions of this section.

An employee selected for a higher-level assignment may voluntarily remain on the assignment as long as they remain 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 their 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 vacancy 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 a replacement employee is entitled to higher-level pay when no employee is detailed under the provisions of Article 25, Section 4:

*(continued on next page)*

## Article 25 (continued)

*(continued from previous page)*

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 replacement 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.**

### Staff Reports

## The rising cost of health care



Chief of Staff  
Kori Blalock Keller

**E**verything is more expensive—food, housing, higher education, essentials and health care. Kitchen table issues were at the center of the 2024 elections, where voters ultimately aligned with GOP's focus on the subject, while the Democrats focused on social and human rights issues. No matter your views on politics, the result has been a trifecta of Republican control of both houses of Congress, the White

House and an ultra-conservative Supreme Court. This has resulted in kitchen table issues, such as health care, coming center stage.

As this article was going to print, the government was on its 27th day of a shutdown, the second longest in our nation's history with no end in sight—even if a short-term funding deal were to miraculously come to fruition—another funding battle is all but guaranteed to follow. At the center of the shutdown was the expiration of Affordable Care Act (ACA) subsidies at the end of 2025 for the mil-

lions of Americans purchasing their health insurance on [healthcare.gov](https://www.healthcare.gov). As a result, insurance premiums are expected to rise between 18 and 25 percent for those individuals and their families.

While ACA subsidies may not be relevant to the everyday lives of letter carriers, health care costs are rising significantly across the board. In fact, 154 million Americans that have health care coverage through their employer will see rising costs.

In this month's President's Message, President Renfro discusses our own NALC Health Benefit Plan. While it will continue providing the best coverage at the lowest possible premiums for letter carriers and other postal employees, recent regulations from OPM led to the Plan's decision to no longer offer coverage to other federal employees. The Plan remains focused on maintaining excellent benefits without additional financial burden at a time where every dollar matters at home.

The issue of health care—whether its coverage or costs—isn't going away, and the most recent standoff in Congress further illustrates the fragile economic situation in this country. Simply said, everything is expensive and it's coming to a head.

# Mutual exchanges

**T**he National Agreement between NALC and the Postal Service gives career city letter carriers the right to exchange positions with other career employees anywhere in the country. This swapping of positions is called a mutual exchange. This Contract Talk article will explain the rules and rights of carriers who wish to take advantage of a mutual exchange.

Postal Service policy governing this swap is found in Section 351.61 of the *Employee and Labor Relations Manual (ELM)*. The policy requires that the mutual exchange be approved by the installation heads of both post offices. In addition, it places restrictions on exchanges between categories of employees. Section 351.61 states:

Career employees may exchange positions (subject to the provisions of the appropriate collective bargaining agreement) if the officials in charge at the installations involved approve the exchange of positions. Mutual exchanges must be made between employees in positions at the same grade levels. The following employees are not permitted to exchange positions:

- a. Part-time flexible employees with full-time employees.
- b. Bargaining employees with non-bargaining employees.
- c. Nonsupervisory employees with supervisory employees.

For city letter carriers, the 2007 Memorandum of Understanding (MOU) Re: Mutual Exchanges clarifies that Grade 1 and Grade 2 letter carriers are considered to be in the same grade for the purpose of mutual exchange eligibility. This MOU, M-01646 in NALC's Materials Reference System (MRS), states:

The parties agree that in applying the relevant provisions of Section 351.6 of the *Employee and Labor Relations Manual*, city letter carriers in grades CC-01 and CC-02 are considered as being in the same grade. This agreement applies solely to determining whether employees are eligible for mutual exchanges.

The National Agreement and the *Joint Contract Administration Manual (JCAM)* clarify what happens with the exchanging employees' seniority, duty assignments and grade. They also explain the evaluation and approval processes.

The contractual language governing the issue of seniority for letter carriers who exchange positions is outlined in Article 41.2.E. of the National Agreement, which states:

#### **E. Change in Which Seniority is Modified.**

When mutual exchanges are made between letter carriers

from one installation to another, the carriers will retain their seniority or shall take the seniority of the other exchangee, whichever is the lesser.

This is different than the seniority rule in Article 41.2.G.3 of the National Agreement, which applies to other transfers and requires transferring employees to begin a new period of seniority. This is further explained on page 12-53 of the 2022 *JCAM*, which states:

**Mutual Exchanges—Seniority.** Article 41.2.E provides that when mutual exchanges are made between letter carriers, the carriers will retain their seniority or shall take the seniority of the other exchangee, whichever is the lesser. This is different than the seniority rule in Article 41.2.G.3, which applies to other transfers, and which requires that the transferring employee begin a new period of seniority.

The approval process for a mutual exchange is the same as any other transfer request covered by the MOU Re: Transfers. This MOU can be found beginning on page 187 of the 2023-2026 National Agreement and a full explanation can be found beginning on page 12-47 of the *JCAM*. In accordance with the MOU, installation heads must give full consideration to each mutual exchange request as they would for any transfer request. Further, the Postal Service may not unreasonably deny a request. The following language is found on page 12-53 of the 2022 *JCAM*:

**Mutual Exchanges—Full Consideration.** The provisions of the Transfer Memorandum requiring that installation heads afford "full consideration" to all reassignment requests apply to mutual exchanges just as to any other transfers. Such requests "will not be unreasonably denied." In evaluating and responding to mutual exchange requests, installation heads should follow the criteria provided for in the Transfer Memorandum.

Finally, once letter carriers have agreed to exchange positions, they should each write a letter to the installation head in the location where the other letter carrier is employed requesting the mutual exchange. They also should write a letter to their own installation head notifying them of their request and include a copy of the mutual request letter.

NALC members may find and publish ads for mutual exchanges in *The Postal Record* each month. For detailed information about how to publish an ad, see page 64 of this magazine.