

## **JCAM Changes April 2009**

In the JCAM, new contract language is highlighted in bold just as it is in the National Agreement. The JCAM also contains small boxes providing the JCAM location of Memorandums of Understanding and Letters of Intent. In addition to the many changes to formatting and phrasing, the following are additions to the text in the new April 2009 JCAM:

**Page 1-3:** References the elimination of casuals effective December 10, 2007.

**Page 6-7:** Explains the effect of Transitional Employees on the layoff of career employees.

**Pages 7-2 to 7-16:** New contract language, Memoranda of Understanding, and Questions & Answers regarding Transitional Employees.

**Page 7-17:** New language clarifying the working of TEs across craft lines.

**Page 7-21:** New language indicating that a part-time flexible employee not working a holiday or an observed holiday does not constitute an interruption of the six-month period referenced in Article 7.3.C.

**Page 8-12:** Explains how the submission of PS Form 3189, *Request for Temporary Schedule Change*, affects an employee's availability for overtime.

**Page 8-15:** Explains the rules regarding temporarily assigning transitional employees outside of their employing post office.

**Page 8-20:** Explains the application of ELM 432.32 to transitional employees.

**Page 8-25:** Explains transitional employee call-in guarantees.

**Pages 9-9 and 9-10:** Outlines changes in the ELM language regarding the promotion pay anomaly.

**Page 10-4:** Outlines rules on leave for Transitional Employees.

**Page 10-5:** Explains that the Leave Sharing Memorandum was modified by removing the geographic restriction when the donating and receiving employee are members of the same family.

**Page 10-7:** Confirms that Transitional Employees cannot carry over leave from one appointment to another.

**Page 10-9:** Confirms that Transitional Employees are not covered by the leave provisions of Articles 10 and 30.

**Page 10-14:** Confirms that ELM 513.362 and 513.364 do not require an employee to provide a diagnosis of his or her medical certification.

**Page 10-16:** Language regarding the Family Medical Leave Act has been removed. An FMLA supplement may be added to the JCAM at a later date.

**Page 10-17:** References the new entitlement to leave for bereavement purposes.

**Page 12-3:** References probationary periods for Transitional Employees when they receive a career appointment.

**Page 12-18:** Explains the effect of Transitional Employees on the reassignment of career employees outside of a section, craft, or installation.

**Page 12-39:** Clarifies that the Transfer Memorandum was not altered because of the existence of Transitional Employees.

**Page 12-45:** Details the parties' agreement to consider city letter carriers in grades CC-01 and CC-02 to be the same grade for the purposes of mutual exchanges.

**Page 13-11:** Clarifies when transitional employees who have an on the job illness or injury can be assigned to work in other crafts.

**Page 14-8:** Outlines the parties' agreement on District Safety Committees Pilot Program.

**Page 15-4:** Clarifies that the grievance appeal should include relevant documents that were shared and discussed at Informal Step A.

**Page 15-9:** Clarifies circumstances under which grievances may be held at Step B.

**Page 15-12:** Explains the change in contract language regarding handling representative cases.

**Page 16-3:** Clarifies just cause for discipline for Transitional Employees.

**Page 16-12:** Explains that TE's may be separated at any time upon completion of their assignment or for lack of work.

**Page 17-2:** Clarifies that Transitional Employees may serve as union stewards.

**Page 17-3:** Explains that the Union may designate in writing, one union officer, who may also be a steward in a different section, actively employed at an installation to act as a steward to investigate, present and adjust a specific grievance or to investigate a specific problem to determine whether to file a grievance.

**Page 17-5:** Clarifies that union stewards have the right to interview Office of Inspector General (OIG) agents.

**Page 17-8:** Clarifies that Articles 17.3 and 17.4 apply to Transitional Employees.

**Page 17-9:** Explains the right of the union to address Transitional Employees during new employee orientation.

**Page 17-11:** Includes the parties' agreement to increase by one the maximum number of payroll deductions/allotments.

**Page 21-2:** Explains the health benefit entitlement for Transitional Employees.

**Page 25-3:** Clarifies the fact that, although Article 25 does not apply to Transitional Employees, such employees will be paid at Step A of CC-02 if assigned to a vacant Carrier Technician position.

**Page 26-2:** Provides the new uniform allowance rates.

**Page 30-2:** Confirms that Transitional Employees are not covered by the leave provisions of Articles 10 and 30.

**Page 31-2:** References the union's right to information including the Office of Inspector General Report of Investigation (ROI).

**Page 31-3:** Clarifies that costs for providing information to NALC are now governed by the Handbook AS-353, *Guide to Privacy and Freedom of Information Act*.

**Page 31-4:** Clarifies the occupational and designation activity codes for Transitional Employees.

**Page 32-2 and 32-3:** Adds the new Memoranda of Understanding regarding subcontracting.

**Page 32-4:** Outlines the list of 3,580 city delivery offices that are covered by the Memorandum of Understanding, *Re: Subcontracting*.

**Page 41-2:** Provides clarification on the assignment of Transitional Employees to vacant duty assignments and time limits related to posting vacant duty assignments.

**Page 41-3:** Confirms that Transitional Employees may act as 204B.

**Page 41-11:** Explains that Transitional Employees are not allowed to opt of vacant duty assignments.

**Page 41-18:** References the parties' understanding that city letter carriers in grades CC-01 and CC-02 are considered to be in the same grade for the purposes of mutual exchanges.

**Page 41-33:** Clarifies that Article 41.4 of the National Agreement does not apply to Transitional Employees.

**Page 41-51 to 41-56:** New Memoranda of Understanding and national settlements regarding the Flat Sequencing System (FSS), Carrier Optimal Routing (COR), S-999 mail, Third Bundle, Delivery Operations Information System (DOIS), Alternate Route Evaluation Process, and Customer Connect Program.