

CITY CARRIER ASSISTANT

**RESOURCE
GUIDE**



Dear Letter Carrier,

Welcome to your job as a letter carrier. We have created this guide to help you understand many of your rights and benefits, first as a city carrier assistant (CCA) and later as a full-time career letter carrier. Through collective bargaining, NALC has fought for and achieved these rights and benefits over the years. This guide also covers a variety of topics regarding your job as a letter carrier, the history and structure of the NALC, and your importance to the success of our union and the Postal Service.

Throughout this guide, you will see many references and quotes from various sources such as the NALC/USPS National Agreement, the *Joint Contract Administration Manual (JCAM)*, and various USPS handbooks and manuals. The National Agreement is the contract between the NALC and the USPS that covers wages, benefits, hours and working conditions for letter carriers. The *JCAM* contains all the contract provisions from the National Agreement and explains the national parties' agreed upon interpretation of those provisions.

You will also see references to settlements or memorandums of understanding (MOUs) signed by the NALC and USPS. These settlements are enforceable under the National Agreement. These documents are identified by name and an "M" followed by a five digit number. This "M" number is a number NALC uses to track documents in what is called the Materials Reference System (MRS), which may be accessed at <http://www.nalc.org/workplace-issues/resources/materials-reference-system>.

This guide also contains many references to a jointly-developed document containing Questions-and-Answers (Q-and-A's) regarding the rights and benefits of CCAs. This document, assigned as M-01870 in the MRS, provides the mutual understanding of the national parties on issues related to the 2011 USPS/NALC National Agreement. It is separated in two sections: the first concerning city carrier assistants (CCAs) and the second section addresses other contractual provisions. The complete document is provided for you in the appendix to this guide. Also included in this guide's appendix is Appendix B of the 2011 USPS/NALC National Agreement, which outlines the establishment of the City Carrier Assistant category of letter carriers.

The Postal Service also has many handbooks and manuals; some of which affect the wages, hours and working conditions of letter carriers. They set the work rules that letter carriers must follow in performance of their duties. The three that are referred to most often are *Handbook M-41 - City Delivery Carriers Duties and Responsibilities*, *Handbook M-39 - Management of Delivery Services*, and the *Employee and Labor Relations Manual (ELM)*. The National Agreement, *JCAM* and an extensive list of USPS handbooks and manuals can be found at <http://www.nalc.org/workplace-issues/resources>.

As you can see, there are many documents that cover all aspects of your job. This guide is intended to make it easy for you to find information on common topics.

Congratulations on your appointment as a letter carrier. We trust you will find this information useful.

Sincerely and Fraternaly,

Fredric V. Rolando

NALC President

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About Your New Job and the NALC



What to Expect from Your New Job

As you begin your career as a letter carrier, you likely have many questions and aren't sure what to expect in your new job. If you are like most letter carriers when they first started, you probably also feel excited, nervous, and unsure in anticipation of your first day on the job. These are all very normal emotions and most who came before you felt the very same way.

The job of a letter carrier can be very difficult, both physically and emotionally. The job can be physically challenging as it often requires extensive walking, climbing stairs, and carrying heavy loads while delivering the mail. The job can be an emotional challenge as well, because letter carriers are constantly faced with expectations to complete their daily workload within time constraints often predetermined by their supervisors.

As a city carrier assistant you will be required to deliver mail on all or part of different mail routes. In many offices it is very common to deliver a different route each day of the week. As you deliver unfamiliar mail routes, you will be faced with various challenges. Where is the next address? Is it behind the house you just delivered? Is it behind the next house on the street? Is it simply the next house in line, or is it two or three houses down the street? Once you find the address, more challenges are found. Where is the mailbox? Is it on the fence, on the front porch, behind the screen door, on the side of the house, or is it on the back porch? Is there a dog in the yard? Is the mail in your hand for the people that currently live at that address or for the people who lived there six months ago? Unfamiliarity is challenging and can be very frustrating at times, but it is normal and something you will overcome as you become more comfortable with your job.

In many offices throughout the country, city carrier assistant letter carriers are also required to work on Sundays performing parcel delivery. The package delivery business is growing rapidly and is a major source of revenue for the Postal Service. Sunday parcel delivery is a service our customers desire. Not only is this service, and the revenue it generates, important to the Postal Service's bottom line, it is important to letter carriers as well. Revenue growth ensures a stronger Postal Service, which in turn makes our jobs more secure.

While the job of a city carrier assistant letter carrier can quite often require long hours, limited days off, and include the frustrations involved with learning a new occupation, it is a job that can also be very fulfilling. At the end of the day letter carriers can take great satisfaction and realize a sense of accomplishment and pride from knowing they delivered the nation's mail safely and securely to their customers.

While you are learning the various aspects of your new job, be respectful to your coworkers, your supervisors, and your customers. Be mindful that these same people are also watching you in anticipation that you will become a successful letter carrier. Your coworkers want you to succeed. Seek advice from your fellow letter carriers and don't be afraid to ask questions when you are unsure of how to do something. Your fellow letter carriers were all in the same position as you at one time and they can relate to what you are going through. One day you'll be in a position to return the favor and provide that same help to a new letter carrier walking through the door.

The People of the United States Postal Service

When you report to the post office in which you will be working, you will encounter many different people and employees who make up the United States Postal Service (USPS). Some people will be letter carriers like yourself, but others will have different job descriptions and different functions necessary for the coordination, collection, processing, and delivery of the nation's mail.

The various positions within the Postal Service are designated as bargaining unit positions and non-bargaining unit positions. A bargaining unit position is one in which the employees are represented by a union and work under the conditions of a collective bargaining agreement, sometimes referred to as a contract. Letter carriers represent a portion of these employees who work for the Postal Service. Non-bargaining unit positions are made up of employees who are not represented by a union and do not have a collective bargaining agreement that sets their wages hours and working conditions. Some of these positions are commonly referred to as supervisory or managerial positions.

The four largest unions representing bargaining unit employees of the USPS are the National Association of Letter Carriers (NALC), the American Postal Workers Union (APWU), the National Postal Mail Handlers Union (NPMHU), and the National Rural Letter Carriers' Association (NRLCA). It is important to understand the different titles and job descriptions of the other employees you will encounter on a daily basis so you can have an understanding of their function within the Postal Service. The most common positions and titles you will come into contact with are listed and explained below.

Positions within the National Association of Letter Carriers (NALC) bargaining unit include:

- **City letter carriers** deliver and collect mail on foot or by vehicle under varying road and weather conditions in a prescribed area and maintain professional and effective public relations with customers and others.
- **Carrier technicians** serve a designated group of routes on the regularly assigned carrier's non-scheduled workdays and may provide job instruction to newly assigned carriers.
- **City carrier assistants (CCAs)** are the non-career, bargaining unit workforce of letter carriers who perform the duties of city carriers and carrier technicians.
 - All new city letter carriers hired by the Postal Service begin as a city carrier assistant.
 - CCAs are hired for terms of 360 days and have a break of five days between appointments.
 - CCAs earn up to 13 days of annual leave per 360-day term (based on number of work-hours), can opt on temporary hold-downs, get uniform allowances and have a direct path to career employment as a city letter carrier based on relative standing.
 - When the USPS hires new city letter carrier career employees, CCA employees within the installation will be converted to full-time regular career status to fill such vacancies based on their relative standing.

The categories that make up the career workforce of city letter carriers include:

- **Full-time carrier:** A full-time letter carrier is a career employee with a schedule of five (5) eight (8) hour days.
- **Part-time Regular (PTR):** A part-time regular letter carrier works less than full-time, but is guaranteed a minimum number of work hours each week. The number of PTR city letter carriers nationwide will not exceed 682 during the 2011-2016 National Agreement.
- **Part-time Flexible (PTF)** letter carriers may be scheduled to work more or less than five days per week and more or less than eight hours per day. PTFs are converted to full-time in accordance with existing contractual processes. The PTF classification shall be phased out and there shall be no new hiring of PTF letter carriers.

Positions within the American Postal Workers Union (APWU) bargaining unit include:

- **Clerks** may perform a variety of sales and customer support services for products or may separate mail in accordance with established schemes, including incoming and outgoing mail.
- **Postal support employees (PSEs)** are the non-career workforce who perform the same duties as clerks.
- **Custodians** perform duties in connection with the maintenance and upkeep of an office or building.
- **Automotive technicians** and **mechanics** troubleshoot, diagnose, and perform routine, complex, and scheduled maintenance and repairs on all types of USPS motor vehicles.

Positions within the National Postal Mail Handlers Union (NPMHU) bargaining unit include:

- **Mail handlers** load, unload, and move mail. They also perform other duties incidental to the movement and processing of mail.
- **Mail handler associates (MHAs)** are the non-career workforce of mail handlers who perform the same duties as mail handlers.

Positions within the National Rural Letter Carriers' Association (NRLCA) bargaining unit include:

- **Rural carriers** case, deliver, and collect mail along a prescribed rural route using a vehicle and provide customers on the route with a variety of services.
- **Rural carrier associates (RCAs)** are non-career long-term reliefs which cover for full-time career rural carriers when they are out due to sick leave, vacation leave, days off, etc.

One of the non-bargaining unit employees you may encounter, who actually deliver mail:

- A **Highway contract route (HCR)** driver is an individual contracted to perform the delivery and collection of mail. Their job involves sorting mail for the route, driving to the route, delivering mail to specified addresses, and picking up collection mail. These drivers are required to use their own vehicle for mail delivery service.

The most common non-bargaining unit employees you will work with on a daily basis are the various supervisors, such as:

- **Postmasters** manage the operation of post offices. They may include city, rural, and highway contract route mail delivery, collection, sales of Postal Service retail products and services, and limited distribution activity.
- A **Manager, Customer Services** directs, with the assistance of supervisors in activities of a carrier station or branch providing delivery and collection services, through a large number of routes; window and box services; mail distribution and dispatch; and the processing or sale of non-postal products.
- A **Customer Service Supervisor** oversees a group of employees in the delivery, collection, and distribution of mail, and in window service activities within a post office, station or branch, or detached unit.
- A **204-B** is an employee who is temporarily acting as a supervisor who oversees a group of employees in the delivery, collection and distribution of mail, and in window service activities within a post office, station or branch, or detached unit.

Other people you are less likely to encounter, yet you should certainly know who they are and what they do are:

- **Office of Inspector General (OIG) Agents** investigate allegations of criminal and serious administrative misconduct against employees, which can lead to arrests, criminal indictments, convictions or guilty pleas, and administrative actions against employees.
- **Postal Inspectors** are federal law enforcement agents responsible for enforcing more than 200 federal statutes that deal with the United States Postal Service and the U.S. Mail. They are responsible for protecting postal employees and the mails; enforcing postal laws; plant and personnel security; conducting various internal audits within the Postal Service; and conducting criminal investigations and presenting evidence to U.S. Attorneys and other prosecutors on these investigations.
- **Postal Police Officers** perform duties on postal property. They prevent the loss or damage of mail and equipment on postal property. They patrol and observe postal premises to prevent assaults on postal employees. They monitor persons in and around postal property and act to prevent prohibited items from being brought on postal premises, and they confiscate such items. They operate motor vehicles and monitor electronic security devices that provide surveillance and alarm protection. They immediately respond to emergency situations including accidents, illnesses, fires, unrest, and other circumstances threatening life and property. They carry a firearm in the exercise of their duties. Postal Police Officers are bargaining unit employees who are represented by the Postal Police Officers Association (PPOA).

While the preceding individuals are certainly not the only employees who work for the USPS, they are the people you will most frequently encounter during the performance of your duties as a CCA. As you continue your career with the Postal Service, you will undoubtedly meet many other employees who work in other places such as processing plants and administrative offices.

NALC History

The National Association of Letter Carriers (NALC) was established in 1889, however letter carriers tried to organize a national union at least three times prior—in 1870 in Washington, DC, in 1877 in New York City, and in 1880 again in New York City, but they were unsuccessful. Recognizing that these earlier attempts had failed in part due to the expense of regularly convening enough carriers to sustain a national organization, in 1889 the Milwaukee Letter Carriers Association decided to time their call for another national meeting of carriers to coincide with the annual reunion of the Grand Army of the Republic—an organization of Union Army veterans—so that letter carriers who were veterans could take advantage of reduced train fares.

In issuing the invitation sent to every city delivery post office in the United States, the Milwaukee carriers advised delegates without regulation postal uniforms “to bring a letter of introduction from the postmaster or superintendent” and to bring “credentials from superior officers.” The Milwaukee carriers also set forth a partial agenda for the meeting:

1. The formation of a national organization.
2. Petitioning Congress for an increase of carriers’ salary.
3. Organizing a U.S. Letter Carriers’ Mutual Ins. Co.
4. The pensioning of carriers after continued service of [number to be debated] years.
5. Providing substitute carriers with a fixed salary during their period of probation.

Ironically, the 60 letter carriers who answered Milwaukee’s convention call—48 accredited delegates and at least 12 other participants— were not from the large cities such as Philadelphia and New York, but primarily from small and middle-sized cities. So when August Dahlman of Milwaukee called the convention to order on Thursday, August 29, 1889 in the meeting hall above Schaefer’s Saloon at 244 West Water St., delegates elected John J. Goodwin of Providence, Rhode Island, as temporary chairman, perhaps in an effort to balance regional concerns.

Delegates moved quickly, unanimously adopting a resolution to form a National Association of Letter Carriers and then, on the next day, elected William Wood of Detroit as the first president and appointed an Executive Board to coordinate all legislative efforts. The National Association of Letter Carriers was born.

Long hours, low pay and carrying the mail every day of the year—those were the conditions that led letter carriers to be the first postal workers to form their own union. By founding their own labor union to fight for a decent living and justice on the job, these early letter carriers were joining fellow American workers in the fledgling labor movement of the late 19th century.

In the beginning, three issues were of paramount importance: a uniform wage structure, a minimum wage for substitutes, and a guaranteed pension for carriers. NALC began its long, hard struggle to improve the working conditions of letter carriers.

Priority number one was equalization of wages. In cities having a population of 75,000 or more, letter carriers were paid \$1,000 per year. Letter carriers in the smaller cities only received \$850 annually for their services. NALC believed all letter carriers should receive an annual wage of \$1,200, regardless of the size of the city in which they worked, but Congress wouldn't budge.

NALC's second priority was alleviating the intolerable conditions of substitute carriers. For a wage of \$1 per year, subs were required to report to the post office at least once every morning—and often again at noon—to see if they were needed that day. If they worked, they received a daily wage; otherwise, they received nothing. NALC pleaded tirelessly with Congress to alleviate the distress of substitute carriers, but again the pleas fell on deaf ears.

From its inception, the National Association of Letter Carriers fought for wages and benefits in the halls of Congress, because it was Congress that oversaw the operation of what was then the Post Office Department—an arm of the executive branch of the government. Throughout this period, NALC faced constant opposition—from repressive postmasters, an often indifferent, hostile Congress and, at times, a vindictive White House.

With no right to bargain collectively with its employer and totally lacking any power to confront postal management, NALC had no choice other than to depend upon the legislative process. Consequently, battles over employment relations really took place in congressional committees rather than at the negotiating table or on the workroom floor. Finding strength in unity, NALC stayed persistent and won pay increases, vacations, sick leave, retirement benefits for its members, and freedom for letter carriers to voice their concerns in the nation's legislative halls. Nevertheless, despite these strenuous legislative efforts, letter carrier wages remained painfully low throughout most of the 20th century—even during the prosperous 1950s and 1960s. In fact, wages were so low that some qualified for public assistance programs.

By 1970, letter carriers' patience had run out. In protest of the low wages, letter carriers from NALC Branch 36 in New York City illegally went on strike in March of that year. They were quickly joined by carriers and other postal workers across the country. Ultimately numbering 200,000 strong, the strikers shut down the nation's mail service for the next eight days. It was only when the officers of Branch 36, relaying information provided by the union's national leadership, assured the striking letter carriers that an agreement had been reached with the administration that seemed to meet nearly every demand did the carriers and clerks in New York City put down their picket signs and return to work.

The strike rocked Congress and the White House and in August of 1970, Congress enacted pay increases and passed the Postal Reorganization Act. The act replaced the old Post Office Department with an independent quasi-corporate entity, the U.S. Postal Service (USPS). Most importantly, under the new law, postal employees won the right to bargain with the newly created USPS over wages, hours and working conditions. A new era for letter carriers began, as NALC emerged a stronger and more effective advocate with collective bargaining added to its arsenal.

Soon afterward, NALC and the Postal Service began negotiating a collective bargaining agreement. On July 20, 1971 the first contract was signed, providing letter carriers with wage increases and a cost-of-living adjustment, the first ever for postal employees, and it also contained a "no lay-off" clause

which prohibited the Postal Service from laying off carriers and other bargaining-unit employees “on an involuntary basis.” This was a major milestone for letter carriers nationwide.

Since that first contract was signed, NALC has negotiated several subsequent collective bargaining agreements for letter carriers and each has granted protection for letter carriers’ working conditions, basic wage increases, continued cost-of-living adjustments, and health care benefits. In 1999, another landmark victory for letter carriers took place when all Grade 5 letter carriers were elevated to Grade 6, because NALC was able to prove letter carriers were working harder than ever and deserved to be paid fairly for their efforts. For the first time since city delivery began in 1863, the pay scales of carriers were suddenly different from those of postal clerks.

Since its founding, NALC has had a long and distinguished history of defending the rights of letter carriers before abusive supervisors, unfair presidential administrations and indifferent Congresses. From that humble beginning in Milwaukee, NALC has grown to an organization of more than 270,000 members with legal right to bargain collectively on their behalf. Its members, including retired letter carriers, who are allowed to continue as full members, are fiercely proud of their union’s history. As employees of the U.S. government, letter carriers have balanced their demands for decent pay, benefits and working conditions with their allegiance to serving the public.

Ever since the strike of 1970, the battle for decent wages, benefits and working conditions has moved to the negotiating table. Over time, NALC has successfully resisted most of postal management’s knee-jerk proposals for reduced wages and benefits, two-tier workforces, and more onerous working conditions, while demanding, often successfully, major improvements in the wages, benefits and working conditions.

But the history of the National Association of Letter Carriers has not only been a story of the struggle to improve the working lives of letter carriers. It is also the story of men—and later, women—committed to serving the American people and ensuring that the United States Postal Service continues to fulfill its legal mandate to “provide prompt, reliable, and efficient services to patrons in all areas and... postal services to all communities.”

Evolution of the Non-Career Workforce

Since NALC's founding in 1889, the non-career letter carrier workforce has changed significantly. Prior to the US Postal Service being created through the Postal Reorganization Act of 1970, the old Post Office Department employed Substitute Carriers as non-career letter carriers who assisted in the day-to-day operations of collecting and delivering the mail. One of NALC's top priorities in the early years was alleviating the intolerable conditions of Substitute Carriers who, for a wage of \$1 per year, were required to report to the post office at least once every morning—and often again at noon—to see if they were needed that day. If they worked, they received a daily wage; otherwise, they received no compensation whatsoever.

Furthermore, it was impossible for substitutes to keep another job to support themselves or their family while waiting to become a career letter carrier, because if the post office needed them, the sub had to deliver the mail or be fired. In other words, Substitute Carriers were expected to eke out a bare existence until an opening in the civil service list occurred in three to five years, if not longer, before they could then be appointed regular carriers.

After 1970, the Substitute Carrier category was eliminated and the new category of Casual Carrier was created to signify the non-career letter carrier workforce. Casual Carriers received no benefits from the Postal Service, they were limited to two consecutive 90-day terms of employment during a calendar year, they had no rights to union representation, and they could be separated from their employment at any time. Even more important, Casual Carriers had no direct path to career employment with the Postal Service. No matter how long they worked as Casual Carriers, their time spent delivering the mail meant nothing in terms of obtaining full-time employment as a letter carrier for the United States Postal Service.

From 1992-1998, a new and temporary category of worker, known as Transitional Employees (TEs), was created by an arbitrator after management claimed the need for temporary employees during the introduction of Delivery Point Sequencing (DPS) mail. The Postal Service expressed its desire to the arbitrator for greater flexibility to accommodate the automation of mail processing by creating an entirely new category of temporary employee—Transitional Employees—to act as a “buffer” workforce until automation had progressed to the point that the Service could reduce its workforce, which it did once DPS was fully implemented in 1998 and all of the TEs on the rolls were let go.

In 2006, as the Postal Service implemented new flat sorting equipment called Flats Sequencing System (FSS), NALC negotiated a new round of TEs, while eliminating the Casual Carrier classification. With this change, like the TE letter carriers from 1992-1998, these TE letter carriers realized some increased rights and benefits over the Casual Carriers of the past, such as increased pay, the right to join the union and have access to the grievance procedure, and 360-day terms of employment.

In 2013, after negotiations between NALC and USPS for a new collective bargaining agreement reached impasse, an interest arbitration panel set the terms of our new contract. The panel's most significant decision was to replace non-career Transitional Employees with a new category of non-career letter carriers—City Carrier Assistants (CCAs). In creating the new position, the arbitrators also accepted the

union's proposals to create a direct career path for non-career letter carriers. NALC achieved something for CCAs that the Casuals and TEs never had – a real future as a career letter carrier. Unlike in 1998 when TEs were arbitrarily let go by the Postal Service, this time NALC was able to get every TE the opportunity to take the Postal Service entrance exam and thousands were hired as CCAs. CCAs were also afforded improved benefits, as well as more job protection with the creation of a form of seniority known as relative standing. These benefits are explained in detail in this guide.

The evolution of the non-career letter carrier workforce has seen many changes throughout the years, but none as significant as today's non-career workforce who has a defined future in the Postal Service. At the end of calendar year 2015, over 28,000 CCAs had been converted to full-time career status.

This guide is designed to explain the many rights and benefits afforded to all CCAs. Rights and benefits such as opting, relative standing, healthcare coverage, scheduled pay raises, and a clear path to full-time career status were never afforded to the Casuals and TEs of the past. This guide also explains the many increased rights and benefits of CCAs upon being converted to full-time career status.

NALC Structure

The NALC is governed both by a constitution and by the will of delegates to NALC's biennial national conventions. NALC democracy is firmly rooted in a written constitution that spells out election procedures, officers' duties, convention responsibilities, and other key matters. NALC's constitution has evolved over the years to meet the union's changing needs.

NALC's national convention is the union's supreme governing body. The convention meets every two years, and elected delegates from every branch across the country are eligible to attend. At the convention, delegates consider proposed constitutional amendments and resolutions on a variety of topics. In addition, delegates to every other convention nominate national officers for election to four-year terms.

While the *NALC Constitution* is the supreme governing document for union rules and functions, some decisions are left to local branches to decide in the form of branch bylaws, such as those governing branch meeting times and places, and branch officers' duties. Local branches may enact these branch bylaws, as long as they are not in conflict with the NALC Constitution.

NALC is organized into a well-defined structure which is outlined in the union constitution. Democratic procedures, lines of authority, and officers' duties are specified in order to help the union work. All NALC officers, from steward to national president, have one goal—to serve the members. Union officers and functions are organized into four structural levels.

Branches

NALC's real strength, power, and representation start at the local level, with members belonging to more than 2,100 locals, known as branches, throughout the country. Here, local shop stewards and local branch officers work to protect letter carriers and to make sure postal management abides by the national collective-bargaining agreement.

As NALC members, letter carriers are automatically a member of the local branch whose charter includes the postal installation in which they work. Branches are run entirely by letter carriers. Although some of the larger NALC branches have one or more full-time elected officers, all branches rely heavily on volunteer union activists who give their time to help their fellow members.

Members elect their own branch officers in free and fair elections, and any regular member in good standing may run for office. In addition, each branch has shop stewards—letter carriers who represent other letter carriers in their dealings with management. Branch business is conducted at monthly membership meetings, which any member may attend. Pursuant to branch bylaws, members can also be elected as delegates to represent the branch at national convention.

NALC branches promote fellowship and solidarity among branch members. Most branches also engage in a number of community and charitable activities, including NALC's annual nationwide food drive and our efforts to raise funds for the Muscular Dystrophy Association.

State Associations

By virtue of branch membership, members also belong to NALC state associations, which exist in every state except Alaska and play a key role in NALC's legislative activities. Elected state association presidents oversee and coordinate NALC's grass roots legislative and political activities in their states. They marshal members to contact their elected representatives on behalf of NALC-supported legislation, vote for union-endorsed political candidates, and contribute to the Letter Carrier Political Fund, the union's political action fund. State associations hold conventions attended by branch delegates.

NBA Regions

NALC's national administration is grouped into 15 regions, each directed by an elected national business agent (NBA). Every region also employs at least two regional administrative assistants (RAAs), appointed by the NALC national president. Acting under the national president's ultimate direction, NBA's have extensive authority over union affairs in their regions, and serve on the NALC executive council.

An NBA's primary responsibility is contract administration—handling grievances, presenting arbitrations, and dealing with postal management. They also provide skilled services to the field, responding to branch officers' requests for advice and assistance.

National Headquarters

National union business is generally conducted at NALC's Washington, DC headquarters. NALC national officers, representing the entire membership on the national level, are ultimately responsible for all aspects of union administration and policy. Under the president's leadership, the officers help negotiate and police the national agreement, oversee the union's legislative and political activities, direct the union's staff departments and represent NALC before the public. Final authority for the union's executive functions rests with the president, who presides at the national convention.

The executive council, chaired by the president, governs the union between conventions. The executive council, comprised completely of letter carriers from throughout the country who have been elected by the membership to their positions, is made up of 10 resident national officers: president, executive vice president, vice president, secretary-treasurer, assistant secretary-treasurer, director of city delivery, director of safety and health, director of retired members, director of life insurance, and director of the health benefit plan. Three trustees are also on the executive council, as are the national business agents who represent the union's 15 geographical regions.

Opportunities to Get Involved in NALC

NALC membership allows letter carriers to become a part of the group of hundreds of thousands of dedicated letter carriers, united to protect their jobs, their rights and to promote the safety and welfare of the members. In most unions, non-career employees and retirees are not eligible to join the union, to vote, hold office, or otherwise participate in the governance of the union. The NALC is different. City carrier assistant letter carriers and retirees play a prominent role in the NALC and just like active career letter carriers, they have the right to join the union, to vote in union elections, attend union meetings, and to hold any union position.

Since the creation of the City Carrier Assistant (CCA) category of letter carrier in 2013, many CCA letter carriers throughout the country have become actively involved in the NALC and have volunteered for, or have been elected to, a wide-ranging list of leadership roles within the union. CCAs are the future career letter carriers of the Postal Service and their involvement in the NALC is vital to maintaining the long-standing strength and solidarity of the union.

There are always plenty of opportunities for you to get involved. For some members, all they see of the union is what the shop steward does on the workroom floor, but that's just scratching the surface of what the union is all about. There are many ways to get involved with the union beyond workroom-floor issues.

If you enjoy giving back in your community, branches often engage in various charitable activities, such as raising funds for the Muscular Dystrophy Association. The biggest charitable effort every year is the Letter Carriers' Food Drive. The local food drive coordinator is responsible for everything involved with the food drive, from promoting the event to organizing delivery of the collected food. If your branch has a food drive coordinator, he or she would likely appreciate any assistance you'd like to give, and if your branch doesn't have one, you could take on that role and give back to your community.

If you like to write, branches often are looking for writers and editors to help on the branch newsletter, or even to start one. If you're technologically savvy, many branches have or want to start a website, Google group or Facebook account, and you could put your skills to good use.

If politics is your cup of tea, there are many opportunities to come face to face with your legislators and tell them about the importance of issues that affect letter carriers and the Postal Service.

If you're tired of the way you and other carriers are treated on the workroom floor, maybe you're ready to start gaining the knowledge and skills to serve as a shop steward. There's no better way to know what is going on in the union and play a role in how the union operates than by becoming a steward.

These are just a few of the many ways you and your family can get involved. All you need to do is ask.

Branch Meetings

Getting involved in NALC usually starts in one simple way, by attending your branch meeting. As an NALC member, you are automatically a member of your local branch—one of 2,100 NALC branches of varying size throughout the country. Your branch consists of, and is run by, letter carriers like yourself. Members

elect their own branch officers in free and fair elections, and any regular member in good standing may run for office.

Branch business is conducted at regular membership meetings, which any member may attend. Most branches hold meetings monthly, though some hold them less frequently. You can find out when your branch meets by reading a posting on a bulletin board at your station, in the branch newsletter or on the branch website; by asking carriers in your station; or by contacting your shop steward or branch leaders.

Most meetings are held on the same night each month and some have food and refreshments. While it's best to arrive on time, the meeting isn't closed if you arrive after the start time.

Branch meetings are great sources of information. You'll find out what is happening with other carriers and at other stations in the branch, which may operate differently from yours. You'll find out when there are trainings and conventions, as many branches offer classes to help new carriers and conduct special classes for shop stewards and other union activists. You'll likely also hear about legislation that could affect your job or benefits.

Branch meetings aren't the only organized activities. Many branches also promote fellowship and solidarity among branch members and their families by offering a variety of social activities. At times, such social activities are reported on and published in *The Postal Record*. Published monthly by the NALC, *The Postal Record* is a magazine received by every member of the NALC, active and retired. Like NALC's website, www.nalc.org, the magazine is a great source of information as it presents the union's agenda on political, legislative, labor and workplace issues, with an emphasis on factual presentation so members can make informed decisions. It also explains how members can help make their union stronger, their Postal Service better and their country more responsive to the needs of working people.

NALC encourages you to get involved with the union in whatever capacity you choose. NALC President Fredric Rolando stated it best, "For tens of thousands of letter carriers, participating in the NALC is simply a great way to help strengthen the one organization dedicated solely to protecting carriers' interests in the workplace and in the halls of Congress. Find out how you can get involved."

CCA Rights and Benefits



Union Representation

As a member of the NALC you are part of strong union that is over 125 years old and represents all city letter carriers in the United States. More than 9 out of 10 active carriers belong to this great union. The NALC is the exclusive nationwide bargaining representative for all city letter carriers and Article 1 of the National Agreement memorializes this union recognition as such:

ARTICLE 1. UNION RECOGNITION

1.1 Section 1. Union

The Employer recognizes the National Association of Letter Carriers, AFL-CIO as the exclusive bargaining representative of all employees in the bargaining unit for which it has been recognized and certified at the national level-City Letter Carriers.

National Negotiations

The NALC negotiates one collective bargaining agreement for all city carriers employed by the Postal Service. This “National Agreement” is the “law of the workplace.” It spells out the terms of employment and therefore affects nearly every facet of a letter carrier’s job. NALC’s elected national officers have negotiated new contracts every two to five years in face-to-face meetings with Postal Service officials since 1971. Every negotiated contract must be approved by a majority of the membership, therefore every NALC member can have a voice in decisions vital to his or her job. If we are unable to agree with the Postal Service on a negotiated contract, the parties can go to arbitration to attain a new National Agreement. Both parties are then bound by the arbitrator's decision regarding the provisions of the new contract.

Local Negotiations

While the National Agreement establishes uniform wages and working conditions for letter carriers throughout the United States, Article 30 of the contract permits individual branches to bargain over a number of workplace issues. The *Joint Contract Administration Manual* speaks to this local implementation. It reads:

Local Implementation. Article 30 of the National Agreement enables the local parties to negotiate over certain work rules and other terms and conditions of employment. Since the start of full postal collective bargaining in 1971, most of letter carriers’ contractual rights and benefits have been negotiated at the national level. However, some subjects have been left to the local parties to work out according to their own preferences and particular circumstances. A period of “local implementation,” has followed the completion of each National Agreement.

This allows local leaders to negotiate certain aspects of local work schedules such as vacation bidding, job postings and overtime lists.

Grievance Procedure

One of the most significant gains NALC members have achieved is a comprehensive grievance procedure. The grievance procedure allows letter carriers to challenge postal management actions that violate the National Agreement. All NALC officers including shop stewards, branch officers, regional officers and the national leadership are involved in the grievance process, enforcing the rights of letter carriers on the job. By providing members with skilled representation in dealing with management, the NALC works to ensure fair and decent treatment for all letter carriers.

Shop Stewards

One of those skilled representatives is a shop steward. The steward is a letter carrier in your station who has been appointed or elected by the union to represent all letter carriers in your work location. The steward is empowered by the National Agreement to investigate, present and process grievances on behalf of any letter carrier, group of letter carriers or the union. Article 17, section 2 of the National Agreement addresses the appointment of stewards in the following manner:

17.2.A Section 2. Appointment of Stewards

A. The Union will certify to the Employer in writing a steward or stewards and alternates in accordance with the following general guidelines. Where more than one steward is appointed, one shall be designated chief steward. The selection and appointment of stewards or chief stewards is the sole and exclusive function of the Union. Stewards will be certified to represent employees in specific work location(s) on their tour; provided no more than one steward may be certified to represent employees in a particular work location(s). The number of stewards certified shall not exceed, but may be less than, the number provided by the formula hereinafter set forth.

Employees in the same craft per tour or station

Up to 49 1 steward

50 to 99 2 stewards

100 to 199 3 stewards

200 to 499 5 stewards

500 or more 5 stewards Plus additional Steward for each 100 employees

Many CCAs across the country have stepped up to become union stewards. Question 40 in Questions and Answers 2011 USPS/NALC National Agreement clears the way for CCAs to serve:

40. Can a CCA serve as a union steward?

Yes.

Whether your steward is a CCA, a PTF or a full-time regular letter carrier, they are all the foot soldiers in NALC's effort to enforce the National Agreement and a strong steward system is the bedrock of a strong union. You should always work through your steward when you have any problem at work, however great or small. This provides management with a visible demonstration that they cannot bypass the union in dealing with letter carriers' problems.

Discipline and Weingarten Rights

Discipline

One of the most important ways that NALC represents letter carriers is if you should happen to be disciplined or removed by management, then a grievance may be filed on your behalf. The grievance must be filed within 14 days of the date you receive discipline so you should let your shop steward or a branch officer know as soon as you receive discipline or believe you may become the subject of discipline. It is important to give your shop steward the most time possible to investigate and prepare a grievance.

The National Agreement on pages 143-144 outlines the discipline procedure as it applies to CCAs.

Appendix B 3. OTHER PROVISIONS E. Article 16—Discipline Procedure

CCAs may be separated for lack of work at any time before the end of their term. Separations for lack of work shall be by inverse relative standing in the installation. Such separation of the CCA(s) with the lowest relative standing is not grievable except where it is alleged that the separation is pretextual. CCAs separated for lack of work before the end of their term will be given preference for reappointment ahead of other CCAs with less relative standing in the installation, provided the need for hiring arises within 18 months of their separation.

CCAs may be disciplined or removed within the term of their appointment for just cause and any such discipline or removal will be subject to the grievance arbitration procedure, provided that within the immediately preceding six months, the employee has completed ninety (90) work days, or has been employed for 120 calendar days (whichever comes first) of their initial appointment. A CCA who has previously satisfied the 90/120 day requirement either as a CCA or transitional employee (with an appointment made after September 29, 2007), will have access to the grievance procedure without regard to his/her length of service as a CCA. Further, while in any such grievance the concept of progressive discipline will not apply, discipline should be corrective in nature. In the case of removal for cause within the term of an appointment, a CCA shall be entitled to advance written notice of the charges against him/her in accordance with the provisions of Article 16 of the National Agreement.

The Questions and Answers 2011 USPS/NALC National Agreement document also addresses the matter of discipline for CCAs:

37. *Will CCAs have access to the grievance procedure if disciplined or removed?*

A CCA who has completed 90 work or 120 calendar days of employment within the immediate preceding six months has access to the grievance procedure if disciplined or removed. A CCA who has previously satisfied the 90/120 day requirement either as a CCA

or transitional employee (with an appointment made after September 29, 2007), will have access to the grievance procedure without regard to length of service as a CCA.

Discipline—Within 90 Work Days or 120 Calendar Days of Employment

CCAs have access to the grievance procedure when disciplined or removed except during their first 90 work days or 120 calendar days of employment (whichever comes first). However, in regard to removals, it is important to note that the 90 work days or 120 calendar days restriction is only in effect for "disciplinary" removals.

The contractual provisions above state CCAs can be separated in inverse relative standing order for lack of work, meaning the Postal Service can let the junior CCA go when there is not enough work available to keep all CCAs in the office gainfully employed. That contractual language also states this cannot be done on a pretextual basis. The best way to describe pretextual would be an instance where the Postal Service separates a CCA claiming there is a lack of work, however some other underlying factor, such as a manager's personal dislike of the individual, is the real reason the CCA is being separated. For discharge due to "lack of work", CCAs have access to the grievance procedure, even during that 90 or 120 day period.

In the event you happen to be disciplined or removed during the 90 or 120 period discussed above, you may also be able to challenge management's action through the grievance procedure under certain circumstances. Article 2 of the National Agreement gives letter carriers, including city carrier assistant letter carriers, the contractual right to object to and remedy alleged discrimination by filing a grievance. Additionally, in accordance with federal law and regulations, letter carriers have legal recourse to remedy alleged workplace discrimination through the Equal Employment Opportunity Commission (EEOC) and the federal courts. Additionally, Article 2 of the National Agreement also gives letter carriers the contractual right to object to and remedy alleged violations of the Rehabilitation Act through the grievance procedure. If you should happen to receive any discipline, regardless of your time of service, you should always contact your union steward or a local union representative immediately to inform him or about the situation.

Discipline—Beyond 90 Work Days or 120 Calendar Days of Employment

Once a CCA has completed the 90 work days or 120 calendar days, either as a CCA or TE, he or she will have access to the grievance procedure for disciplinary actions without regard to his or her length of service as a CCA. While Appendix B 3. OTHER PROVISIONS of the National Agreement, quoted above, states the concept of progressive discipline for CCAs will not apply, it specifically states discipline should be corrective in nature and it can only be administered for just cause. This is a very important right for CCAs, one that was not afforded to the transitional employees (TEs) of the past, and any discipline that is not corrective in nature or is not administered for just cause should be challenged with a grievance.

Corrective discipline is easily understood, as it means management must issue discipline for the purpose of correcting or improving employee behavior and not as punishment or retribution. How-

ever, the term “just cause” might not be so easy to understand. The requirement that discipline be “corrective” rather than “punitive” is an essential element of the “just cause” principle. But what does “just cause” mean? Simply put, the “just cause” provision requires a fair and provable justification for discipline. Pages 16-1 and 16-2 of the *2014 NALC-USPS Joint Contract Administration Manual (JCAM)* explain “just cause” and state in part:

“Just cause” is a “term of art” created by labor arbitrators. It has no precise definition. It contains no rigid rules that apply in the same way in each case of discipline or discharge. However, arbitrators frequently divide the question of just cause into six sub-questions and often apply the following criteria to determine whether the action was for just cause. These criteria are the basic considerations that the supervisor must use before initiating disciplinary action.

- ***Is there a rule?***
- ***Is the rule a reasonable rule?***
- ***Is the rule consistently and equitably enforced?***
- ***Was a thorough investigation completed?***
- ***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?***
- ***Was the disciplinary action taken in a timely manner?***

Once you are converted to a full-time career letter carrier, the discipline procedure contains some slight changes.

For a more detailed explanation of the discipline procedure, once you are converted to full-time career status, refer to Article 16 of the National Agreement found on the NALC website at <http://www.nalc.org/workplace-issues/resources>.

Weingarten Rights

Prior to employees being disciplined by management, generally they will be given a pre-disciplinary interview (PDI) or an investigatory interview (II) by management. If you are given one of these interviews, there is no doubt your supervisor or manager is looking for information to use against you so they can issue you discipline. All letter carriers, including CCAs (regardless of how long they have been employed) have Weingarten Rights, which means you have the right to have a union steward present during a meeting in which management asks you questions that could lead to discipline. Stewards can assist you in any investigation by management and help ensure you get your “day in court.” If called to a meeting with management, U.S. postal inspectors, or an Office of Inspector General (OIG) agent, read the following statement to the person you are meeting with before the meeting starts:

“If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer, or steward be present at this meeting. Without my Union representation present, I respectfully choose not to answer any questions or participate in this discussion.”

U.S. postal inspectors are federal law enforcement officers who carry firearms, make arrests, execute federal search warrants, and serve subpoenas. Inspectors work with the U.S. Attorneys’ Office, other law enforcement, and local prosecutors to investigate cases and prepare them for court. Inspectors throughout the country enforce roughly 200 federal laws related to crimes that adversely affect or entail fraudulent use of the U.S. Mail, the postal system, postal employees, and customers.

Office of Inspector General (OIG) agents are utilized by the Postal Service to investigate internal crimes and frauds against the Postal Service. These agents conduct investigations in areas such as:

- Contract Fraud
- Financial Fraud
- Healthcare Fraud
- Internal Mail Theft
- Official Misconduct
- Technical Investigations
- Special Inquiries
- Whistleblower/Reprisals

OIG agents also investigate bribery, kickbacks, extortion, conflicts of interest, and allegations against Postal Service executives. In addition, the Office of Investigations combats fraud and theft through the Countermeasures Directorate’s crime prevention efforts.

Weingarten Rights have been afforded to employees because of federal labor law which was created in the U.S. Supreme Court ruling *NLRB v. Weingarten, INC.*, 420 U.S. 251 (1975). After that ruling from 1975, it created what is known as the Weingarten rule, giving each employee the right to representation during any investigatory interview which he or she reasonably believes may lead to discipline.

This rule applies during any investigatory interview - whether management is searching for facts and trying to determine the employee’s guilt or deciding whether or not to impose discipline. These questions could be posed during a closed door meeting, through text messaging, a phone conversation or through an informal conversation at the supervisor’s desk. In any situation, if the employee reasonably believes that discipline could result, they have Weingarten representation rights.

Whether or not an employee’s belief is “reasonable” depends on the circumstances of each case. Some cases are obvious, such as when a supervisor asks an employee whether he discarded deliverable mail. Generally, if you are asked a question concerning something you allegedly did wrong, you should reasonably believe that discipline could result and you should request a steward.

The steward cannot exercise Weingarten Rights on the employee’s behalf. And unlike “Miranda

Rights” which involve criminal investigations, the employer is not required to inform the employee of the Weingarten right to representation. You must ask for representation yourself. You can ask at any point during an interview, even if you didn’t ask for it in the beginning. No matter how smart you think you are, no matter how innocent you are, you should never under any circumstances participate in an investigative interview without a steward present.

Employees also have the right under Weingarten to a pre-interview consultation with a steward or other union representative. Federal courts have extended this right to pre-meeting consultations to cover Inspection Service interrogations as well. No matter who is questioning you, if you believe the questioning could lead to discipline, then you have the right to have union representation present during the line of questioning.

In a Weingarten interview the employee has the right to a steward’s assistance, not just a silent presence. The employer would violate an employee’s Weingarten Rights if it refused to allow the representative to speak or tried to restrict the steward to the role of a passive observer.

Although postal employees are required to cooperate with postal investigations, the carrier still has the right under Weingarten to have a steward present before answering questions. In the event a steward is not made readily available or if a steward is not present after you have asked for one, you may respond that you will be willing to cooperate in any investigation, but you will only answer questions once a steward is provided.

All of the above information can be found in the *Joint Contract Administration Manual* on pages 17-6 and 17-7.

Grievance-Arbitration Procedure

The National Agreement between NALC and the USPS, set by an interest arbitration panel in January 2013, included language which replaced the transitional employee (TE) category with city carrier assistants (CCAs). Since then, thousands of CCAs have now been hired all over the country. The interest arbitration award gave CCAs added job security with “relative standing”—a form of seniority, a career path to becoming full-time career letter carriers and several other important contractual rights that TEs did not previously enjoy. To best enforce these rights, all letter carriers, including CCAs, should understand the grievance procedure and how it works.

Article 15 of the contract lays out the grievance-arbitration procedure that is used to resolve disputes. Though the process includes several steps, it is designed to resolve disputes and grievances at the lowest possible step. Understanding the grievance process will put you in a much better position to help yourself, your shop steward and your fellow carriers if management violates the contract. This process is the same for all letter carriers, both city carrier assistant and full-time career.

Your Steward

The grievance-arbitration procedure starts with your shop steward. Stewards are letter carriers with special training and knowledge of the contract. The steward in your station is a letter carrier who has been appointed or elected by the union to represent all letter carriers in your work location. Whenever management fails to provide a letter carrier with what he or she is entitled to under the National Agreement, the steward is the first to handle the problem.

Shop stewards are the foot soldiers in the NALC’s efforts to enforce the National Agreement. The steward is empowered by the National Agreement to investigate, present and process grievances on behalf of any letter carrier, group of letter carriers or the union. You should work through your steward when you have any problem, however small, at work. This provides management with a visible demonstration that it cannot bypass the union in dealing with letter carriers’ problems. Support your steward—because he or she supports you. A strong steward system is the bedrock of a strong union.

The National Agreement

The National Agreement is the “law of the workplace” for letter carriers. You will often hear it referred to as “the contract” because this is the agreement the Postal Service made with the NALC guaranteeing your wages, hours and working conditions. “Working conditions” covers a wide range of job-related topics, such as seniority, promotions, job security and so on. The National Agreement is the authoritative source on questions about your employment. While it is written as concisely as possible, questions of interpretation and application sometimes arise.

Your steward can guide you to the correct answers to most of your questions. All letter carriers, including CCAs, have rights under the National Agreement, and all letter carriers should ask a steward to en-

force those rights if they have been violated or denied. Sometimes problems are resolved without the letter carriers involved even knowing about it. Stewards can often go to a manager and fix a problem, or a potential problem, just by informing the manager of the situation or reminding the manager of what the contract requires. Sometimes this approach works and sometimes it does not. In the event this approach does not work, then the steward may need to file a grievance to correct the situation.

What is a Grievance?

If other attempts to resolve a dispute or correct a contract violation fail, the steward may decide a grievance is necessary. Article 15, Section 1 of the National Agreement defines a grievance as “a dispute, difference, disagreement, or complaint between the parties, related to wages, hours and conditions of employment.” While this technical definition is very broad, most grievances involve complaints by employees or the union about unfair treatment on the job or violations of the rights that the NALC has bargained for you.

The process gives each and every letter carrier an opportunity to have his or her voice heard when management violates letter carrier rights under the National Agreement. In each grievance, the union asks for a remedy. The remedy request should accomplish a few goals. First, it should require management to stop violating the contract. It also sometimes requires a monetary award to compensate the letter carrier if he or she suffered a loss in pay or some other loss as a result of the contract violation. It is important to give your shop steward all the information about the issue so that he or she can request the appropriate remedy.

The Procedure and Process

The grievance-arbitration procedure is a detailed method for resolving grievances in a timely fashion. The process gives each and every letter carrier an opportunity to have his or her voice heard when management violates letter carrier rights under the National Agreement.

The procedure is set out in Article 15 of the National Agreement and is organized into a series of steps allowing NALC to pursue grievances from the workroom floor to the point of final resolution. If you think you have a grievance, talk it over with your steward. He or she is experienced in grievance handling and can give you informed advice. After a discussion with your steward, it may be determined that there is a grievance.

Here are the steps of the grievance-arbitration procedure:

- **Informal Step A:** The grievance process starts with Informal Step A, which involves the steward discussing the issue with the supervisor. This initial step gives supervisors a chance to fix the problem immediately by talking to the steward without much paperwork. At Informal Step A, the grievant or the union representative must discuss the grievance with the grievant’s immediate supervisor within 14 days of the date the grievant or the union first learned, or should have learned, of the situation which gave rise to the grievance. During the discussion, the grievant may be accompanied and represented by a union official. In addition, the union itself may initiate a grievance on behalf of an employee or group of employees.

- **Formal Step A:** If a grievance is not settled at Informal Step A, it may be appealed by the union to Formal Step A. This step of the grievance procedure takes on the character of its name. Both parties are required to state in detail the facts and contract provisions relied upon to support their positions and provide any and all documentation. At Formal Step A, the NALC branch president and the postmaster (or their designees) are responsible for fully developing the facts of the grievance, exchanging relevant documents, and meeting to attempt to resolve the grievance.

- **Step B:** If a grievance is not resolved at Formal Step A, then the union has a right to appeal the case to Step B. In order to resolve grievances, the parties have adopted a system where two individuals, one appointed by NALC and the other by the Postal Service, discuss cases not resolved at Formal A. The union and management Formal Step A representatives each write their facts and contentions about the issue and send them, along with all relevant documentation, to one of the 58 full-time dispute resolution teams (DRTs) at Step B. Each DRT is composed of a letter carrier and a manager who consider the evidence, consult the National Agreement, and try to resolve the grievance. DRT members are jointly trained on the contract and how to apply its terms to resolve disputes. If the DRT cannot reach an agreement at Step B, they may impasse the grievance.

- **Arbitration:** A case that has been impasse by the DRT at Step B is sent to the appropriate NALC national business agent (NBA) office in your region for review. The regional NBA then has the right to appeal the grievance to arbitration, where a neutral third party arbitrator will render a decision. An arbitration hearing is held where the union and management present evidence and testimony to the arbitrator, who afterward issues a “final and binding” written decision on the grievance.

The NALC process has proven to be one of the best dispute resolution processes among postal unions, or even unions in other industries. The process is designed to use the facts to find out what happened, and to use the contract to determine if a violation has taken place and what is needed to remedy the violation. It encourages confronting the problem head-on and preventing it from happening again in the future.

Full disclosure of the facts at the beginning of the grievance process generally makes for speedy and fair outcomes—but it also makes a letter carrier responsible for supplying facts, and possibly evidence such as a written statement, up front. Your best chance for a successful grievance is to give your steward all the information you have and whatever else he or she needs to build a solid case. Don't hold anything back for any reason. Help your steward make the best case for you. If you have further questions about the grievance process, contact your shop steward or NALC branch officer.

Sanctity of the Mail

The Postal Service requires its employees to adhere to very high standards of integrity and fidelity. These standards are set out in the Code of Ethical Conduct, which you can obtain from your supervisor.

Foremost among these standards is the requirement that employees preserve the sanctity of the mail. Mail is private property entrusted to the letter carrier for safe passage and delivery to its intended recipient. Any compromise of the mail or other violations of standards may lead to discipline or removal from the Postal Service. In addition, there are federal statutes pertaining to willful and knowing delay, obstruction or theft of any mail.

New letter carriers often work under great time pressures because of unfamiliarity with some work assignments. As a result, some are tempted to seek shortcuts that are not proper. Do not fall into this trap — you must take extreme care not to be involved in any action or practice involving the mistreatment of the mail. Carelessness can get you into serious trouble. If you need extra time to complete a work assignment, inform your supervisor by submitting PS Form 3996, *Carrier - Auxiliary Control* and ask for appropriate instructions. See the section on PS Form 3996 and PS Form 1571 in this guide for more information.

Following Instructions of Your Manager

All letter carriers, regardless of their status as a non-career or career employee, are required to follow instructions from their supervisors, except when an order would cause imminent danger to life or limb or violates the law. Under all other circumstances, the instruction should be obeyed and you should promptly notify your shop steward if you believe the order violated your rights so he or she can investigate the situation and file a grievance if appropriate.

The *Employee and Labor Relations Manual (ELM)*, Section 665.15, addresses this by stating:

665.15 Obedience to Orders

Employees must obey the instructions of their supervisors. If an employee has reason to question the propriety of a supervisor's order, the individual must nevertheless carry out the order and may immediately file a protest in writing to the official in charge of the installation or may appeal through official channels.

If you have any questions regarding following instructions of your manager, please speak to your shop steward or an NALC branch officer.

Pay

Pay Rates

The hourly rate for CCA employees shall be established in accordance with Article 9, Section 7 of the National Agreement, Appendix B, I. Non-career Complement, 1. General Principles, paragraph e, which reads:

Article 9, Section 7. City Carrier Assistants (CCAs)

The CCA hourly rates in Table Two (Steps AA and BB) shall be adjusted by the general increases provided for in Article 9.2. In addition, CCAs will receive the following wage adjustments:

Effective November 16, 2013, the CCA hourly rates in Table Two shall be increased by 1.0%.

Effective November 15, 2014, the CCA hourly rates in Table Two shall be increased by 1.0%.

Effective November 14, 2015, the CCA hourly rates in Table Two shall be increased by 1.5%.

Appendix B, I.1.e

- e. The hourly rate for CCA employees shall be established in accordance with Table 2, Step BB. Transitional Employees (TEs) employed as of the date of this Agreement who become CCAs shall be paid at Step AA of Table 2. The parties may mutually agree to increase the CCA pay rates should they determine it necessary for the recruitment or retention of CCAs. Adjustments to salary shall be in accordance with Article 9.7.**

Table 2 can be found on page 28 of the National Agreement at the end of Article 9 and looks like this:

National Association of Letter Carriers (NALC) City Carrier Assistant (CCA) Schedule Hourly Rates				
RSC Q7 (NALC)				
CCA Grade		BB	AA	
1		15.00	16.25	
2		15.32	16.59	

The date of the agreement referenced in paragraph e is January 10, 2013. The NALC and USPS further agreed that TEs on their five day break were eligible for the Step AA pay rate. The CCA

Q&As address this issue as such:

3. Are transitional employees who were on their 5-day break on the effective date of the 2011 National Agreement (1/10/13) eligible for the higher Step AA hourly pay rate if hired to a CCA position?

Yes.

In addition to the wage increases in Article 9, Section 7, CCAs also receive the general wage increases in Article 9, Section 2 of the National Agreement which states:

Article 9, Section 2 Basic Annual Salary

Effective November 16, 2013—the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to 1.0% of the basic annual salary for the grade and step in effect on the date of this Agreement.

Effective November 15, 2014—the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to 1.5% of the basic annual salary for the grade and step in effect on the date of this Agreement.

Effective November 14, 2015—the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to 1.0% of the basic annual salary for the grade and step in effect on the date of this Agreement.

The chart below shows the wage increases for grade 1 CCAs established by the 2011 National Agreement:

City Carrier Assistant Hourly Wages*

New CCAs TE/CCAs

Date	Percent Inc.		Step BB	Step AA
11/12/2013	--	--	\$15.00	\$16.25
11/16/2013	1.0%	Gen Wage Inc	\$15.15	\$16.41
11/16/2013	1.0%	CCA Wage Inc	\$15.30	\$16.58
11/15/2014	1.5%	Gen Wage Inc	\$15.53	\$16.82
11/15/2014	1.0%	CCA Wage Inc	\$15.68	\$16.98
11/16/2015	1.0%	Gen Wage Inc	\$15.83	\$17.14
11/16/2015	1.5%	CCA Wage Inc	\$16.06	\$17.39

Carrier Technician (T-6 String)

When assigned to a carrier technician position, CCAs should be paid at the higher rate (grade 2). The CCA Q&A answers this question as follows:

49. How does a CCA who is hired as a grade CC-01 receive proper compensation when assigned to a City Carrier Technician (grade CC-02) position?

In such case the CCA's PS Form 50 must be revised to reflect that he/she is assigned to a Carrier Technician position. This will require designation to the proper City Carrier Assistant Tech occupational code (either 2310-0047 or 2310-0048).

If you believe you are not being properly compensated based on the information above, please speak to your shop steward or NALC branch officer.

Overtime Work

CCAs are paid time and one-half for all work over eight hours in a service day and over 40 hours in a service week. This is referred to as regular overtime.

CCAs are paid double time for all work over 10 hours in a service day and over 56 hours in a service week. This is referred to as penalty overtime.

These pay rates are established in Article 8, Section 4 of the National Agreement as follows:

Section 4. Overtime Work

A. Overtime pay is to be paid at the rate of one and one half (1 1/2) times the base hourly straight time rate.

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

B. Overtime shall be paid to employees for work performed only after eight (8) hours on duty in any one service day or forty (40) hours in any one service week. Nothing in this Section shall be construed by the parties or any reviewing authority to deny the payment of overtime to employees for time worked outside of their regularly scheduled work week at the request of the Employer.

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

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.

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

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.)

Night Shift Differential

CCAs are compensated an additional amount for all time worked before 6:00 a.m. and after 6:00 p.m. during a service day. The amounts are specified in the pay chart below.

City Carrier Assistant Schedule Night Differential Rates

<i>CCA Grade</i>	<i>BB</i>	<i>AA</i>
<i>1</i>	<i>1.16</i>	<i>1.16</i>
<i>2</i>	<i>1.23</i>	<i>1.23</i>

PS Form 50 (Notice of Personnel Action)

PS Form 50 is a USPS generated document. You will receive a new PS Form 50 every time you receive a wage increase or any other personnel action.

Reading Your Pay Stub

It's important to understand the information on your pay stub to ensure that you're getting paid properly. Whether you get a paper check or payment by direct deposit, you receive a pay stub every pay period explaining what you've earned and any deductions from your pay.

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 work office.

3. EMPLOYEE NAME

4. EMPLOYEE ID:

The employee identification number 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 titled "Detail Earnings", "Gross to Net", and "Leave Status."

DETAIL EARNINGS is a general heading for several entries which tell 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, are significant and deserve special attention.

LEV: This is the grade level for the hours worked. "01" in this column stands for grade level 1 and "02" stands for grade level 2.

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	FROM PREV YR	ANNUAL LEAVE		
1	Q 01	15.00	84-4	W	4000	600.00	GROSS PAY	1402.50	4207.50	FROM PREV YR		
2	Q 01	15.00	84-4	Q	300	67.50	FED TAXES	159.89	477.32	CARRIED THIS YR		
1	Q 01	15.00	84-4	W	4000	600.00	STAXHSSB	64.52	186.07	BAL. THIS YR		
1	Q 01	15.00	84-4	Q	600	135.00	BOSEC	85.55	255.13	USED THIS YR		
							MEDICARE	14.59	42.69	THIS PP		
							UN L	23.02	69.06	BALANCE		
							INAD			SICK LEAVE		
							ALOT			FROM PREV YR		
							ALOT			CARRIED THIS YR		
							HT321	32.71	98.13	USED THIS YR		
										THIS PP		
										BALANCE		
										LEAVE WITHOUT PAY		
										THIS PP		
										CUMULATIVE		
										126		
										USPS RETIREMENT		
						NET PAY	1054.53		NT BK			

RATE: Your hourly base rate of pay for the hours worked. The base rates are printed regularly in *The Postal Record*.

CODE: Your employee designation/activity code. For a city carrier assistant, the code would be 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 a day, 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 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.

If you worked more than 40 hours a week, at the bottom of this section your pay stub will show you how many “FLSA” hours you worked. FLSA stands for Fair Labor Standards Act, a federal law that establishes requirements for items like overtime pay. It doesn’t indicate additional hours you 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. Those items are shown under “Gross to Net.”

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**). They may include taxes withheld, any allotments you have chosen, 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.

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

Under the **LEAVE STATUS** section you will see how many hours of leave you earned for the current pay period and how many you have accumulated for the year to date. If you have taken leave without pay, that will be indicated in this section as well.

Health Benefits for CCAs

A CCA's options regarding health insurance can be found in Appendix B of the 2011-2016 National Agreement between the NALC and the USPS. More specifically, they can be found in Appendix B, Section 3. OTHER PROVISIONS, F. Article 21 – Health Insurance, on page 144. The National Agreement is available on the NALC website at <http://www.nalc.org/workplace-issues/contract-administration-unit/body/na2011.pdf>.

Your options under this provision can be quite confusing, therefore this section will explain these options in the simplest possible terms. There are three paragraphs to this provision and each is indented followed by an explanation below.

F. Article 21 - Health Insurance

After an initial appointment for a 360-day term and upon reappointment to another 360-day term, any eligible noncareer CCA employee who wants to pay health premiums to participate in the Federal Employees Health Benefits (FEHB) Program on a pre-tax basis will be required to make an election to do so in accordance with applicable procedures. A previous appointment as a transitional employee will count toward qualifying for participation in FEHB, in accordance with the Office of Personnel Management (OPM) regulations. The total cost of health insurance is the responsibility of the noncareer CCA employee except as provided below.

Paragraph 1 above provides for the health care option that was previously available to NALC transitional employees. Under this option, CCAs reappointed to another 360-day term after serving an initial 360-day term may choose any available plan in FEHB (including those offered by the NALC Health Benefit Plan), but they must pay the total cost of the plan as there is no Postal Service contribution toward the premium.

The FEHB program is administered by the Office of Personal Management (OPM) and governed by federal law. To enroll in a FEHB plan you must either sign up during open season or have a certain Qualifying Life Event (QLE) provided you have reached the 360-day requirement. A list of QLEs can be found at www.opm.gov/healthcare-insurance/healthcare/reference-materials/reference/enrollment.

Each year, open season runs from the Monday of the second full workweek in November through the Monday of the second full workweek in December.

Beginning in Plan Year 2014, the Postal Service will make a bi-weekly contribution to the total premium for any CCA employee who wishes to participate in the USPS Noncareer Health Care Plan (USPS Plan) equal to the greater of (a) \$125, or (b) the minimum required by the Patient Protection and Affordable Care Act, and applicable regulations, for self-only. The CCA employee is fully responsible for the cost of premiums for any health insur-

ance plan beyond a self-only plan. Any CCA employee wishing to make their health care contribution on a pre-tax basis will be required to make an election to do so in accordance with applicable procedures. All CCA employees will be eligible for the USPS Plan within a reasonable period from the date of hire and entry into a pay status, consistent with the requirements established under the Patient Protection and Affordable Care Act.

Paragraph 2 provides for CCA participation in the USPS Noncareer Health Care Plan. This option is available to all CCAs. You must either elect coverage within 60 days of the date you were hired or during any open season period. CCAs who select self-only coverage and want to receive a bi-weekly contribution of \$125 from the Postal Service toward their health insurance premium must select the USPS Plan. More than self-only coverage is also available. However, keep in mind that the Postal Service contribution is \$125 regardless of whether you elect self-only or more than self-only coverage.

CCAs who did not elect to take this coverage during their first 60 days of employment must wait until open season to enroll unless they have a QLE as outlined in Handbook EL-520 Guide to USPS Non-Career Employee Health Benefits Plan. While these QLEs are similar to those for the FEHB program found on the OPM website, they are not exactly the same. Be sure you are using the right information to determine eligibility.

If for any reason the USPS Plan is not available to a CCA, or if a CCA elects more than self-only coverage, the Postal Service will make a bi-weekly contribution for any eligible CCA who selects an NALC Consumer Driven Health Plan equal to the greater of (a) \$125, or (b) the minimum required by the Patient Protection and Affordable Care Act, and applicable regulations, for self-only.

Paragraph 3 provides two circumstances where CCAs can select the NALC Consumer Driven Health Plan and receive a bi-weekly contribution from the Postal Service. Those two circumstances are:

1. If a CCA wants more than self-only coverage.
2. If the USPS Plan is not available to them for any reason.

As mentioned above, all CCAs are eligible for participation in the USPS Noncareer Plan. So Paragraph 3 effectively addresses CCAs who want more than self-only coverage. The NALC Health Benefit Plan offers two variations of a consumer driven plan, the NALC Consumer Driven Plan or Value Option Plan. A CCA who selects an NALC Plan because they want more than self-only coverage, such as self & family coverage, will receive the \$125 bi-weekly Postal Service contribution. (In future years, under this provision, if the USPS Plan is not available for any reason, CCAs will also receive the \$125 contribution for either self-only or more than self-only coverage under either of the NALC Consumer Driven Plans.)

Please note that NALC and USPS have a dispute with regard to the implementation of Paragraph 3. NALC believes it applies to all CCAs who meet either of the two conditions: 1) want more than self-

only coverage or 2) the USPS Plan is not available. The Postal Service has taken the position that even if CCAs meet one of the two conditions, they must have completed a 360-day period of service to be eligible to enroll in one of the NALC Consumer Driven Plans. Until this dispute is resolved, the Postal Service will only make the \$125 contribution for CCAs under Paragraph 3 who have completed 360 days of employment and who select more than self-only coverage from either of the NALC Consumer Driven Plans or if the USPS Plan is unavailable.

In summary, if you have completed a 360 day term and have been appointed to another 360 day term, pending resolution of this dispute you have three options: (1) You can choose self-only or more than self-only coverage in the USPS Noncareer Plan and receive a \$125 contribution to the premium every two weeks; (2) As a NALC member, you can select more than self-only coverage (not self-only) from the NALC Consumer Driven Plan or Value Option Plan and receive the \$125 bi-weekly contribution from USPS; or (3) You can choose self-only or more than self-only coverage in any plan offered through the FEHB Program, but receive no contribution toward premium costs. You can enroll during open season or if you have a QLE.

If you have not completed a 360-day period of service, pending resolution of this dispute you currently have only one plan option: You can choose to enroll in the USPS Noncareer Plan (with either self-only or more than self-only) and receive the \$125 bi-weekly premium contribution from the Postal Service. However, if the NALC prevails in its dispute with the USPS, you may also have the option in the future to choose more than self-only coverage, such as self & family coverage, under either version of the NALC Consumer Driven Plan or Value Option Plan and receive the \$125 bi-weekly contribution from USPS prior to completing 360 days of employment. You can enroll during your first 60 days of employment, during open season or if you have a QLE.

Upon conversion to full-time career status, your health benefits options will change significantly. There are also some rules you must follow to ensure you receive those benefits. For a better understanding of your rights and benefits, as well as those rules, refer to the “Health Benefits – Federal Employees Health Benefits Program (FEHBP)” section of this guide.

Life Insurance

Non-career federal employees, including CCAs, are not eligible for life insurance through the USPS and the Federal Employee Group Life Insurance (FEGLI) until they become full-time career employees. However, NALC offers its members a variety of life insurance options at affordable rates through the U.S. Letter Carriers Mutual Benefit Association (MBA). The MBA is an NALC-owned life insurance company with the sole purpose of serving members of the NALC.

MBA was formed by the NALC as a fraternal organization to provide low cost plans of insurance that would assure income and security for active and retired NALC members. Active NALC members may insure themselves as well as their spouse, children, grandchildren and even great-grandchildren.

The MBA offers a variety of life insurance products, including whole, term and universal life. In addition, annuities (Non-Qualified, Traditional IRA and Roth IRA) are offered. The hospital confinement coverage offers benefits of \$30, \$50, \$75 or even as much as \$100 per day over and above any health insurance benefits.

As an NALC member, these are just some of the MBA benefits which you can receive. Non-members are not eligible to receive these benefits. Additionally, these benefits may continue after you are converted to full-time career status, as long as you maintain your membership in NALC.

For more information about the MBA and its plans, contact your MBA representative or call the MBA at NALC National Headquarters in Washington, DC at 202-638-4318, Monday through Friday, 8 a.m. – 3:30 p.m., Eastern Time, 800-424-5184 Tuesday and Thursday, 10 a.m.–12 p.m. or 2–4 p.m. Eastern Time, or log onto <http://www.nalc.org/member-benefits/mutual-benefit-association>.

Upon conversion to full-time career status, CCA letter carriers become eligible to participate in the FEGLI, however there are strict time constraints which must be met in order to sign up for and take advantage of that additional benefit. For a better understanding of your right to obtain life insurance through the FEGLI, refer to the “Life Insurance” section of the “Additional Rights and Benefits Upon Conversion to Career” portion this guide.

Retirement Savings Plan for CCAs

CCAs are not eligible to participate in the Federal Employees Retirement System (FERS) until converted to full-time career status. However, NALC offers CCAs an opportunity to begin saving for retirement prior to being converted to full-time. The CCA Retirement Savings Plan is **only** offered to NALC members by the U.S. Letter Carriers Mutual Benefit Association (MBA).

NALC CCA Retirement Savings Plan

The NALC CCA Retirement Savings Plan is a retirement income plan designed for city carrier assistants (CCAs) to supplement your pension. You make small payments to the plan while you're young, so you can receive a lifetime of monthly payments after you retire. Under the NALC CCA Retirement Savings Plan, you can also request a guaranteed number of monthly payments.

City carrier assistants who participate in the plan may transfer their Traditional IRA funds to the Thrift Savings Plan once they become full-time career letter carriers. Generally, if an individual wants to transfer his or her IRA in a manner such as this, they might have to pay a surrender charge on the investment items in the account, however the surrender charge will be waived in this instance only. A surrender charge is a fee assessed for taking money out of an investment before its maturity. For a better understanding of your Thrift Savings Plan benefits upon conversion to full-time career status, refer to the "Retirement-Federal Employees Retirement System (FERS)" section of this guide.

You choose the amount you want to contribute to your NALC CCA Retirement Savings Plan, which can be as little as \$15 per pay period (the minimum amount allowed). You may also select your method of payment. If you choose, MBA can deduct payments automatically from your paycheck or bill you monthly or annually.

With as little as a one-time \$15.00 payment, you can start your NALC CCA Retirement Savings Plan and never have to make any additional deposits in order to maintain your policy in force. You may also make a lump sum deposit into the NALC CCA Retirement Savings Plan at any time to help build your plan's value.

As your NALC CCA Retirement Savings Plan grows, you can expect to earn competitive interest rates. The plan is tax-deferred, which means you do not pay taxes on any of your interest until you draw on it, further improving your yield.

This is a great opportunity to invest in your future now. The enrollment application does vary by the state you live in. Please visit the MBA page on the NALC website at <http://www.nalc.org/member-benefits/mutual-benefit-association/mba-brochures-applications-and-forms/cca-retirement-savings-plan> for an application or more information. You may also contact the MBA at NALC headquarters in Washington, DC at 202-638-4318, Monday through Friday, 8 a.m. – 3:30 p.m., Eastern Time, 800-424-5184 Tuesday and Thursday, 10 a.m.–12 p.m. or 2–4 p.m. Eastern Time.

Hours of Work

The 2011 National Agreement between NALC and the Postal Service specifically addresses all work hour issues for city carrier assistant employees. Topics include; when the service week begins and ends, work schedules, work hour guarantees and the maximum daily work hours CCAs can be required to work.

Service Week

For all letter carriers, including city carrier assistants, the service week or workweek begins at 12:01 a.m. on Saturday and ends on Friday at midnight.

Work Schedules

In the absence of a CCA exercising his or her opting rights on a hold-down assignment, a CCA's schedule may, and generally will, change from day to day or from week to week. This means CCAs will refer to the posted work schedule in their office to find out their reporting time and work assignment for each day of the service week. For more information on hold-down assignments or opting rights, see that section of this guide to understand how you can exercise those rights.

The Postal Service is obligated in some circumstances to schedule CCAs if they need them to report to work. If a CCA is not scheduled to work, the issue of their availability to work has been addressed by the Questions and Answers 2011 USPS/NALC National Agreement. A complete list of those questions and answers can be found in the appendix to this guide. The specific question and answer which addresses this subject reads as follows:

25. Can CCAs be required to remain on "stand-by" or remain at home for a call-in on days they are not scheduled to work?

No.

This means CCAs cannot be required to call in to their station or be required to wait for a phone call to see if their supervisor needs them to work each day. If USPS management requires you to do this in your office, immediately inform your shop steward or NALC branch officer so he or she can investigate and address the issue.

Work Hour Guarantees

NALC has negotiated certain protections for CCAs regarding work hour guarantees. Article 8, Section 8.D of the National Agreement states:

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

These work hour guarantees are further clarified and agreed to in question number 23 of the Questions and Answers 2011 USPS/NALC National Agreement, which reads:

23. Do CCAs have a work hour guarantee?

Yes, CCAs employed in post offices and facilities with 200 or more workyears of employment have a four hour work guarantee and CCAs employed in all other post offices have a two hour work guarantee.

These joint questions and answers even address work hour guarantees of CCAs who may be required to work split shifts by stating:

24. Are there rules covering work hour guarantees for a CCA who has a gap between two periods of work?

Yes. If a CCA is notified prior to clocking out that he/she should return within two hours, it is considered a split shift and no new work hour guarantee applies. However, if a CCA is notified prior to clocking out that he/she is to return after two hours, the CCA must be given another work hour guarantee pursuant to Article 8.8 (two or four hours depending on office size).

In larger installations, CCAs are guaranteed four hours of work or pay anytime they are scheduled and report to work. In smaller installations, CCAs are guaranteed two hours of work or pay anytime they are scheduled and report to work. To determine the work hour guarantee in your office, consult with your shop steward or NALC branch officer.

Maximum Daily Work Hours

The *Employee and Labor Relations Manual (ELM)*, incorporated into our National Agreement via Article 19, specifically addresses the maximum daily hours which CCAs can be required to work. Section 432.32 of the *ELM* 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.

This is further clarified and agreed to in question number 21 of the Questions and Answers 2011 USPS/NALC National Agreement, which reads:

21. Is there a limit on the number of hours CCAs may be scheduled on a workday?

Yes, CCAs are covered by Section 432.32 of the Employee and Labor Relations Manual, which states: Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the PMG (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 work hours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours. Postmasters, Postal Inspectors, and exempt employees are excluded from these provisions.

There are no exceptions negotiated into our National Agreement allowing the Postal Service to work CCA employees beyond the daily work hour limits stated above. This means that CCAs cannot be required, or allowed (volunteer), to work longer than a period which extends past 12 consecutive hours including lunch and breaks. For example, if a CCA reports to work at 6AM, then he or she must end their tour by 6PM. If this is being violated in your office, promptly inform your shop steward or NALC branch officer.

Lunch and Breaks

Lunch

All letter carriers, including CCAs, daily receive an **unpaid** half hour lunch break. The *Employee and Labor Relations Manual (ELM)*, section 432.33 refers to this break as mealtime and states:

432.33 Mealtime

Except in emergency situations or where service conditions preclude compliance, no employee may be required to work more than 6 continuous hours without a meal or rest period of at least 1/2 hour.

A 1985 national pre-arbitration settlement (M-00093) gives carriers the right to request to take their lunch break after working more than 6 consecutive hours. The settlement upheld the union's position that while a carrier may not be required to work more than 6 consecutive hours without their lunch break, the carrier may request to schedule their lunch period after completion of 6 hours of work. The relevant language of that settlement states:

M-00093 Pre-arb

April 4, 1985, H1N-5K-C 20446

1. Except in emergency situations or where service conditions preclude compliance, no employee may be required to work more than 6 consecutive hours without a meal or rest period of at least 1/2 hour.

2. Where service conditions permit, an employee may request to schedule their lunch period after completion of 6 hours' work.

You should never work through your lunch break. If you work six consecutive hours or longer, it is assumed that you will be taking a lunch break, in accordance with the *ELM* 432.33 provision, and a half hour lunch break is **automatically** deducted from your time. If 30 minutes is deducted and you do not take a lunch, then you are working off the clock for 30 minutes, which is strictly prohibited. Article 41.3.K of the National Agreement specifically addresses working off the clock by stating:

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

The above contractual provision specifically states that supervisors under no circumstances may require or permit you to work off the clock and that means working through your lunch as well as any other time in which you are not being paid. You may be thinking that you are helping yourself, your coworkers or your supervisor by working through your lunch break but the National Agreement specifically forbids it.

Lunch Locations

Each route has authorized lunch locations at which carriers are permitted to stop and take their lunch break. The authorized lunch locations, as well as the authorized location to leave the route for lunch, for both the regular carrier and the carrier technician, are recorded on PS Form 1564-A, Delivery Instructions which is found in the route book at each carrier case. *Handbook M-41, City Delivery Carriers Duties and Responsibilities*, Section 521.6 addresses this by stating:

251.6 Lunch Information

This shows time of authorized lunch, location of authorized lunch stop(s), and location where carrier is authorized to leave route for lunch. (See instructions on Form 1564-A where this applies.) Similar information for any deviation for lunch by carrier technician is entered on the Form 1564-A.

You should familiarize yourself with the authorized lunch locations for each route you carry. Refresh your memory prior to leaving for the route by looking at Form 1564-A in the route book.

Rest Breaks

All letter carriers, including CCAs, daily receive two **paid** 10 minute rest breaks during an eight hour work day. Each year the local union may opt to have either both breaks on the street or one in the office and one on the street. *Handbook M-39, Management of Delivery Services*, Section 242.341 addresses this as such:

242.341 ***The carriers at the delivery unit will receive two 10-minute break periods. The local union may annually opt to have either (a) both breaks on the street or (b) one of the 10-minute breaks in the office and one break on the street. If two 10-minute breaks are taken on the street, they will be separate from each other. Breaks must be separate from the lunch period. The carrier shall record on Form 1564-A, Delivery Instructions, the approximate location of the break(s). Reasonable comfort stops will not be deducted from the carrier's actual time.***

As stated in the above provision, these breaks may not be combined with each other and they may not be combined with your lunch break. National pre-arbitration settlement M-00834 also confirms this, but the settlement also clarifies that there is no requirement to take one break before and one after your lunch.

M-00834 Pre-arb

February 2, 1988, H4N-3Q-C 40722

Handbook M-39, Section 242.341, requires that the two ten minute break periods be separate from each other, and that such breaks must be separate from the lunch period. There is no specific requirement in the M-39 Handbook that one of the break periods be before and one after a carrier's lunch period.

Some offices may take breaks longer than 10 minutes each. These longer breaks may be negotiated locally or established by a past practice. National pre-arbitration settlement M-00941 allows for this by stating:

M-00941 Step 4

June 27, 1989, H7N-5H 7814

In those installations where longer break periods were provided by past local negotiation, the longer break periods will be used.

Like lunch breaks, letter carriers are required to take their negotiated rest breaks as well. National Arbitrator Britton in his 1988 ruling addressed this by stating, "The Postal Service must ensure that all employees stop working during an office break. Contractual breaks must be observed and cannot be waived by employees." (H4N-3D-C 9419, December 22, 1988, C-08555).

Like lunch locations, break locations for the regular carrier and carrier technician are also similarly listed on PS Form 1564-A, Delivery Instructions. *Handbook M-41, City Delivery Carriers Duties and Responsibilities*, Section 521.7 addresses this by stating:

251.7 Break Information

This shows location of authorized break stop(s). (See instructions on Form 1564-A where this applies.) Similar information for any deviation for break by carrier technician T-6 carrier is entered on the Form 1564-A.

There may be instances where a PS Form 1564-A is not available for you to reference where you should take your breaks. If this is the case then speak with your supervisor, your shop steward, or an NALC branch officer for proper break locations in your office.

Letter carriers who work less than 8 hours in a service day will take their breaks on a pro-rata basis. If they work less than 6 hours, then they receive one ten-minute break. If they work 6 hours or more, then they receive two ten-minute breaks. This is explained below in question 81 of the Questions and Answers, 2011 USPS/NALC National Agreement:

81. How are breaks provided for CCAs who work less than eight hours on a particular day?

Breaks for CCAs who work only a portion of a day (less than eight hours) will be as follows: One ten-minute break if the employee works less than six hours and two ten-minute breaks if the employee works six hours or more.

If you have any further questions in regard to lunch or break locations and times, then speak with your supervisor, your shop steward, or an NALC branch officer.

Safety and Health

Both federal law and the National Agreement mandate that the Postal Service provides safe working conditions for letter carriers and other postal employees. They are required to investigate accidents and maintain records on occupational injuries and illnesses.

The Postal Service is subject to the Occupational Safety and Health Act. This law empowers the Department of Labor's Occupational Safety and Health Administration (OSHA) division to enforce the Act's standards and regulations.

In addition to its requirements under federal law, Article 14 of the National Agreement obligates the Postal Service "to provide safe working conditions" in postal facilities and "develop a safe work force" and that the NALC will cooperate with and assist management to live up to this responsibility. Article 14, Section 1 states:

Section 1. Responsibilities

It is the responsibility of management to provide safe working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility. The Employer will meet with the Union on a semiannual basis and inform the Union of its automated systems development programs. The Employer also agrees to give appropriate consideration to human factors in the design and development of automated systems. Human factors and ergonomics of new automated systems are a proper subject for discussion at the National Joint Labor-Management Safety Committee.

The contract provides that employees have the obligation to observe safety rules and procedures and management must correct unsafe conditions and equipment and ensure that the workplace is safe and sanitary. In fulfilling its responsibilities, management must make available at the workplace PS Form 1767 (Report of Hazard, Unsafe Condition or Practice) that carriers and other employees can use to report unsafe and unhealthy conditions. In addition, employees must report all accidents and injuries immediately. You are encouraged to contribute to a safer work environment by reporting hazards that you encounter using this form.

Article 14 also sets forth several paths for employees to pursue should they believe they are being required to work under unsafe conditions. These avenues include notification to your supervisor, notification to your supervisor through your shop steward, filing a Form 1767 and, ultimately, the filing of a Formal Step A grievance within 14 days of notifying management if no corrective action has been taken during the employee's tour.

Finally, the National Agreement attempts to foster a cooperative approach to safety and health by establishing joint safety and health committees at the national, area and local levels to oversee, evaluate and improve management's safety and health programs.

Injury Compensation

One of the major benefits of being an NALC member is the union's commitment to helping injured members with their on the job injuries. In the event you sustain a personal injury or employment-related illness while in the performance of your duties as a letter carrier, you should immediately contact your local NALC union representatives to obtain advice and assistance regarding your injury compensation claim. If you need further assistance, contact the NALC national business agent who represents your region. Visit the NALC website at <http://www.nalc.org/union-administration/nalc-regions> for further information regarding the contact information of the national business agent in your region or <http://www.nalc.org/workplace-issues/injured-on-the-job> to obtain help related to on-the-job injury and illness claims.

CCAs are covered by the Federal Employees' Compensation Act (FECA). The FECA provides wage loss, medical and other benefits to Postal Service employees, including CCAs, who sustain personal injury or employment-related illness while in the performance of duty. The FECA also pays benefits to dependents if the injury or illness causes the employee's death.

The Office of Workers' Compensation Programs (OWCP), a subdivision of the U.S. Department of Labor, administers the FECA through 12 district offices. It can be daunting for injured workers to successfully navigate through the intricacies of the FECA. Fortunately, CCAs who are members of the NALC can obtain advice and assistance on their claims from their NALC branch officers and their national business agents. CCAs and other letter carriers who are not members of the NALC cannot draw on these valuable resources.

Employees who are injured on the job should report the matter promptly to their supervisor and complete and submit the appropriate OWCP claim form. They can obtain these forms from the Postal Service or the NALC website. If an injury is caused by a work factor or event occurring during a single work day or shift, it is considered to be a traumatic injury and the employee should file a CA-1 form. If the injury is caused by work factors that extend over a period of more than one work day, it is considered an occupational disease or illness and the employee should file a CA-2 form.

Employees have the right to initially choose their physician and may select any qualified local physician or hospital to provide necessary treatment. When a claim is accepted, OWCP pays for all medical services and supplies needed for treatment of the injury and reimburses transportation used for obtaining care. Employees who sustain a job-related traumatic injury (CA-1) generally have a right to continue to receive their regular rate of pay from the Postal Service for periods of disability not to exceed 45 calendar days. This is called Continuation of Pay (COP). The employee, however, must use his or her own sick leave, annual leave or leave without pay for the first three days of disability. If the disability exceeds 14 days, this leave can later be converted to COP.

The Postal Service does not pay COP if the disability results from an occupational disease (CA-2). In cases of disability due to occupational disease and in cases of traumatic injury (CA-1) that extend beyond the 45-day COP period, employees have a right to wage-loss compensation. Such compen-

sation is paid at 2/3 of the employee's pay rate if the employee has no dependents and at 3/4 of the employee's pay rate if he or she has one or more dependents.

The FECA also provides for the payment of schedule (monetary) awards when the accepted traumatic injury or occupational disease has caused permanent impairment to certain members, functions, or organs of the body. A schedule award is paid when the medical evidence shows that the injured employee has reached maximum medical improvement. Like compensation, it is paid at 2/3 or 3/4 of the employee's rate of pay. Schedule awards may be paid while an employee is working, on paid leave or while receiving an OPM annuity. However, it may not be paid while an employee is receiving wage-loss compensation benefits for the same injury.

Employee Assistance Program (EAP)

It is not uncommon for individuals to face adversity at some point in their lives which can affect their home or work environments. Oftentimes individuals need help sorting through these situations. The Postal Service and the NALC have agreed to a voluntary assistance program for employees going through difficult times.

If an employee or family member finds themselves in need of counseling for alcohol, drug abuse or any other type of family or personal problem, a free confidential service is provided through the Employee Assistance Program (EAP). The services are provided via a contract between the Postal Service and the U.S. Department of Health and Human Services Division of Federal Occupational Health. All counselors have licenses and degrees in their field of expertise.

Article 35, Sections 1 and 2 of the National Agreement describes the EAP program and the joint national committee which oversees the program's effectiveness. The explanation of these sections of Article 35, offered in the *Joint Contract Administration Manual*, regarding EAP reads:

Employee Assistance Program (EAP) Article 35.1 affirms the parties' continued joint support for a national program of employee counseling for alcohol or drug abuse as well as for other types of family or personal problems. The EAP provides free confidential counseling to all postal employees and their family members by trained outside professionals.

NALC officials participate in EAP matters at both the national and local levels (Article 35.2). The joint National EAP Committee administers the EAP at the national level. Within each of the Postal Services' Customer Service Districts, a joint Labor/Management Advisory Committee oversees the process. The committee, which meets at least quarterly, has both union and management representatives.

Except in those districts specifically designed by the National EAP Committee, EAP counseling is provided through a contract between the Postal Service and the U.S. Department of Health and Human Services' Division of Federal Occupational Health (FOH). The FOH hires the EAP vendor who, in turn, provides EAP services to postal employees and their families.

Confidentiality. Confidentiality is the cornerstone of EAP counseling. EAP counselors are bound by very strict codes of ethics, as well as federal and state laws, requiring that information learned from counseled employees remains private. EAP counselors have licenses and master's degrees in their fields of expertise.

Management officials and union officials have no right to breach the confidentiality of EAP counseling sessions. What an EAP counselor learns in confidential counseling or other treatment of an employee may be released only with the employee's completely voluntary, written consent, except in the limited circumstances provided for in ELM 944.4.

Referral. EAP counselor services are available, through voluntary self-referrals to letter carriers and their family members. A management official may also refer an employee to EAP. However, participation is entirely voluntary. Currently the national contact number for such self-referrals is 1-800-EAP4YOU, or 1-800-327-4968. Additional information is also available at the website www.eap4you.com.

Since this program has the mutual support of both the Postal Service and the NALC, any decisions regarding the level or mechanism of services provided to employees are made by committee members of both parties.

The services under this program are provided to you free of charge and are available to you now as a city carrier assistant letter carrier as well as later after you are converted to a full-time career letter carrier. Take advantage of it when needed. You may contact the program at 1-800-EAP4YOU, or 1-800-327-4968. Additional information is also available at the website www.eap4you.com.

Uniforms

Letter carriers are the public face of one of the country's largest employers, representing more than 500,000 employees of the USPS. That's what it means to put on the light-blue uniform with the USPS logo. Uniforms serve several purposes. They provide immediate visual identification to the public, which makes the job safer when going down streets and up to houses all over America. In addition, uniforms project a neat and professional appearance that customers associate with the outstanding service provided by letter carriers.

Annual Allowance

The NALC has negotiated an annual allowance with the Postal Service for all letter carriers to pay for these uniforms. Once a CCA has completed 90 work days, or has been employed 120 calendar days, whichever comes first, they are provided with an annual uniform allowance. This is covered in Article 26, Sections 2 and 3 of the National Agreement which read:

Article 26 – Uniforms and Work Clothes

Section 2. Annual Allowance

The annual allowance for eligible employees in the reimbursable uniform program shall be as follows:

A. Effective November 21, 2012 the annual allowance for all eligible employees shall be increased from present \$371.00 per annum to \$390.00 per annum. The increase shall become effective on the employee's anniversary date.

Effective November 21, 2013 the annual allowance for all eligible employees shall be increased from \$390.00 per annum to \$399.00 per annum. The increase shall become effective on the employee's anniversary date.

Effective November 21, 2014 the annual allowance for all eligible employees shall be increased from \$399.00 per annum to \$409.00 per annum. The increase shall become effective on the employee's anniversary date.

Effective November 21, 2015 the annual allowance for all eligible employees shall be increased from \$409.00 per annum to \$420.00 per annum. The increase shall become effective on the employee's anniversary date.

B. A newly eligible employee entering the reimbursable uniform program will receive an additional credit to the employee's allowance as follows:

Effective November 21, 2012 - \$90.00 if entitled to \$390.00 per annum.

Effective November 21, 2013 - \$93.00 if entitled to \$399.00 per annum.

Effective November 21, 2014 - \$95.00 if entitled to \$409.00 per annum.

Effective November 21, 2015 - \$97.00 if entitled to \$420.00 per annum.

An eligible employee cannot receive this additional credit more than once; however, the current procedures regarding employees transferring from one allowance category to another shall be continued.

Section 3. City Carrier Assistant

When the CCA has completed ninety (90) work days, or has been employed for 120 calendar days, whichever comes first, the CCA will be provided with an annual uniform allowance equal to the amount provided to career employees in Section 2.A. Time served as a Transitional Employee will count toward the 90/120 day requirement.

The uniform purchases are reimbursed by the Postal Service directly to the vendor. Uniforms will be returned by CCAs separated and not reappointed.

Each employee required to wear a uniform receives a uniform allowance, increased annually as listed above, and credited on the employee's uniform allowance anniversary date (ELM Section 935.11). The credit may then be spent at approved uniform vendors who sell approved uniform items. Full- and part-time letter carriers who work at least four hours per day performing letter carrier duties are eligible for the allowance. Newly eligible career employees receive an additional credit as listed above. A CCA converted to career status will receive the additional credit upon their first anniversary date after being converted.

Purchasing Uniforms

In March of 2016 the Postal Service and NALC representatives at the national level also agreed to questions and answers that define the process for providing this allowance and purchasing uniforms. That document is referred to as Questions and Answers 2011 USPS/NALC National Agreement. CCA uniform information including how the uniform allowance is provided, how uniforms are purchased and how the uniform vendor is reimbursed is addressed in the Q&As numbered 50-59:

50. When does a CCA become eligible for a uniform allowance?

Upon completion of 90 work days or 120 calendar days of employment as a CCA, whichever comes first. CCAs who have previously satisfied the 90/120 day requirement as a transitional employee (with an appointment made after September 29, 2007), become eligible for a uniform allowance when they begin their first CCA appointment.

51. What defines the anniversary date for the purpose of annual uniform allowance eligibility for a CCA?

52. How is the uniform anniversary date determined for a CCA who is converted to career status?

The employee retains the same anniversary date held as a CCA.

53. How is a uniform allowance provided to a CCA?

When a CCA becomes eligible for a uniform allowance, funds must be approved through an eBuy submission by local management. After approval, a Letter of Authorization form must be completed and provided to the employee within 14 days of the eligibility date. The CCA takes the completed form to a USPS authorized vendor to purchase uniform items. The Letter of Authorization can be located on the Uniform Program website on the Blue Page under Labor Relations.

54. How are uniform items purchased?

Uniform items can only be purchased from USPS licensed vendors. A list of all authorized Postal Service Uniform vendors is located under the Labor Relations website: Uniform Program from the Blue Page and also on Liteblue under My HR, and look for the link for Uniform Program.

55. How does a licensed uniform vendor receive payment for uniform items purchased by a CCA?

The licensed vendor creates an itemized invoice of the sale, provides a copy of the invoice to the CCA, and sends the original invoice for payment to the local manager identified on the Letter of Authorization. Upon receipt, the local manager certifies the invoice and pays the vendor using the office Smartpay card.

56. If a CCA does not use the full allowance before his/her appointment ends, does the allowance carry-over into the next appointment when the appointment begins before the next uniform anniversary date?

Yes, however, the CCA cannot purchase uniform items during his/her five calendar day break between appointments. If the full annual uniform allowance is not used before the next anniversary date, the remaining balance for that year is forfeited.

57. Does the annual uniform anniversary date change when a CCA is separated for lack of work and then rehired as a CCA after his/her anniversary date has passed?

Yes, in this situation a new anniversary date is established on the date of reappointment and the CCA is provided a full annual uniform allowance within 14 days of the new anniversary date.

58. What happens to the annual uniform allowance for a CCA that has an anniversary date, is separated for lack of work, and then rehired as a CCA before their next uniform anniversary date?

A CCA that is separated under this circumstance retains his/her anniversary date. If there is no uniform allowance balance remaining at the point of separation, the matter will be considered closed. If the CCA had any part of the annual uniform allowance available at the point of separation, the remaining balance will be redetermined upon reappointment as follows: If the period of separation exceeded 89 calendar days, the remaining balance will be reduced by 10 percent of the annual uniform allowance for the first 90 calendar days and then by 10 percent for each full 30 calendar days thereafter. In no event will such redetermination result in a negative balance for the employee.

59. Will CCAs receive the additional credit authorized under Article 26.2.B with their first uniform allowance following conversion to career status?

Yes.

The Postal Service also created an additional document designed to help explain the uniform program and how it works to local managers. That document is referred to as M-01822 and is reprinted on the following pages.

If you have any questions about uniforms or have not received a letter of authorization for purchasing uniforms within 14 days of your eligibility, promptly contact your shop steward or an NALC branch officer.

LABOR RELATIONS



May 22, 2013

MANAGERS, HUMAN RESOURCES (AREA)

SUBJECT: City Carrier Assistants—Annual Uniform Allowance

In accordance with Article 26, Section 3 of the 2011 National Agreement between the U.S. Postal Service and National Association of Letter Carriers, city carrier assistants (CCAs) are provided with an annual uniform allowance. To qualify for a uniform allowance CCAs must either complete 90 work days or be employed for 120 calendar days, whichever comes first. CCAs who have previously satisfied the 90/120 day requirement as a transitional employee (with an appointment made after September 29, 2007) become eligible for a uniform allowance at the beginning of their first CCA appointment.

CCA uniform allotments will be disbursed annually in a lump sum. The specific allotment amounts are as follows:

Effective Nov. 21, 2012 = \$390
Effective Nov. 21, 2013 = \$399
Effective Nov. 21, 2014 = \$409
Effective Nov. 21, 2015 = \$420

Generally, the calendar date that a CCA initially becomes eligible for a uniform allowance is the annual anniversary date. Any uniform allowance amount remaining at the beginning of the next anniversary date is forfeited.

To provide the uniform allowance, local managers must furnish each CCA with a Letter of Authorization that includes an original signature. In order to purchase uniform items, the CCA must provide the original Letter of Authorization to an authorized postal uniform vendor and display his/her postal identification for verification of identity. Advance payment to a uniform vendor is not required; however, **local managers must ensure that prompt payment is made to the vendor for approved CCA uniform item purchases after receiving the itemized invoice and the original Letter of Authorization.**

Detailed instructions regarding the purchase and payment of CCA uniform items and the Letter of Authorization template are attached. This information is also available on the Blue Page under the Uniform Program Website.

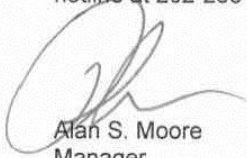
CCAs who are separated and not reappointed must return all uniform items to the local manager.

475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4101
WWW.USPS.COM

M-01822

- 2 -

If you have any questions, please email uniformprogram@usps.gov or call the Uniform Program hotline at 202-268-8391.



Alan S. Moore
Manager
Labor Relations Policy and Programs

Attachments

cc: Managers, Labor Relations (Area)
Managers, Finance (Area)

M-01822

bcc: Mr. Tulino
Mr. Moore
Ms. Hercules
Ms. Grimes
Ms. Simmons
Ms. Henson
Uniform Web Page
File

Providing Uniforms to City Carrier Assistants (CCA)

Article 26, Section 3, of the 2011 National Agreement between the United States Postal Service and National Association of Letter Carriers, AFL-CIO, states:

When the CCA has completed ninety (90) work days, or has been employed for 120 calendar days, whichever comes first, the CCA will be provided with an annual uniform allowance equal to the amount provided to career employees in Section 2.A. Time served as a Transitional Employee will count toward the 90/120 day requirement. The uniform purchases are reimbursed by the Postal Service directly to the vendor. Uniforms will be returned by CCAs separated and not reappointed.

Article 26, Section 2.A of the Agreement provides the specific allowance amounts as follows:

Effective Nov. 21, 2012 = \$390
 Effective Nov. 21, 2013 = \$399
 Effective Nov. 21, 2014 = \$409
 Effective Nov. 21, 2015 = \$420

Procedures

1. Determining Eligibility for Uniform Allowance

The local manager determines the eligibility based on the number of days in service:

- The eligibility date is the date in which the CCA has completed ninety (90) work days, or has been employed for 120 calendar days, whichever comes first.
- The CCA is eligible on the 91st or 121st day to receive annual uniform allowance in a lump sum amount.
- CCAs who have previously satisfied the 90/120 day requirement as a transitional employee (with an appointment made after September 29, 2007) become eligible for a uniform allowance at the beginning of their first CCA appointment.

Note: The CCA Eligibility Report is posted on the Blue Page under the Uniform Program Website, select CCA Uniform Procedures. This report provides a list of all CCAs, as well as their entered-on-duty (EOD) dates and eligibility dates. There will be two reports located on the website: 1) CCAs with prior TE service and 2) new hire CCAs. Updated reports will be added to the website periodically.

2. Authorizing the Expenditure in eBuy

The local manager must prepare a separate eBuy for each eligible CCA assigned to the unit for the lump sum annual allowance.

The following information must be included in the eBuy:

- CCA full name
- CCA entered-on-duty date (EOD)
- Eligibility date
- Total annual allowance amount.

Note: The annual allowance amount must not exceed the contractual agreement.

3. Completing the Letter of Authorization

The local manager completes the Letter of Authorization for each CCA. The letter can be found on the *Blue Page* under the *Uniform Program Website*. **The Letter of Authorization must be printed on official USPS office letterhead.**

The Letter of Authorization must be completed in full, including the complete installation address and the local manager's original signature and date.

4. Making the Purchase

The CCA presents the original completed Letter of Authorization to an authorized USPS uniform vendor and official Postal identification at the time of purchase.

A listing of all authorized vendors can be found on both the Blue Page and LiteBlue. Instructions are attached.

The CCA purchases cannot exceed the annual allowance amount.

The vendor retains the original Letter of Authorization.

The vendor creates an itemized invoice of the sale and provides a copy to the employee. The vendor mails the invoice for payment, along with the original Letter of Authorization to the facility address of the local manager.

Note: The vendor will not accept a Letter of Authorization that does not contain an original signature and date, and will not process the purchase unless Postal identification is presented.

5. Paying the Invoice

Upon receipt of the invoice, the local manager verifies the amount of the purchase and ensures that it is equal to or less than the current balance of the CCA's allowance. The total amount of invoices paid to a uniform vendor for CCA uniform item purchases cannot exceed the amount of the approved eBuy.

The local manager certifies the invoice and pays using his/her office SmartPay Purchase card.

Note: Effective October 1, 2013, the PS Form 8230, *Authorization for Payment*, method will become obsolete and will no longer be accepted for the local purchase of goods and services. To find out how to obtain a purchase card, please go to the following Blue Page site: http://blue.usps.gov/purchase/operations/ops_impachome.htm or contact the Purchasing Shared Services Center (PSSC) at 877-293-2410.

6. Required Documentation for Purchase Reconciliation

Reconciliation of the CCA's uniform allowance expenditure includes the approved eBuy, Letter of Authorization, copies of each certified invoice, and the uniform allowance log. As with all SmartPay Purchase card transactions, this documentation must be kept on file for two years (Handbook AS-709, Section 314).

Local managers must maintain a uniform allowance log that documents the following information for each CCA:

- Entered-on-duty (EOD) date
- The eligibility date
- The amount of allowance spent
- The amount of allowance balance
- Total amount spent year-to-date

The sum must not exceed the total amount of the annual allowance.

An instruction to create your office log is attached.

7. Collecting Uniform Items at the End of Appointment

CCAs separated and not reappointed must return all purchased uniform items to local managers upon separation.

(PLEASE PRINT ON OFFICIAL POSTAL LETTERHEAD)

Date _____

AUTHORIZED UNIFORM VENDOR

SUBJECT: Authorization for City Carrier Assistant (CCA) Uniform Annual Allowance

This letter authorizes the City Carrier Assistant (CCA) identified below to purchase Type 1 uniform items according to the annual allowance. Uniform eligibility is determined by local management.

The CCA employee must show Postal Service identification and submit this letter with the manager's original signature and date signed. The uniform vendor is required to keep the original as authorization for the purchase.

For payment, the uniform vendor must submit an itemized invoice containing each item purchased and the cost to the CCA employee's manager at the address listed below. **Advance payment is not authorized.** Purchases must be for items from the Type 1 uniform category only. The purchase amount must not exceed the amount noted on the letter.

Employee's Full Name: _____

Employee's Eligibility Date: _____

Uniform Allowance Amount: \$ _____

Note: Purchases may not exceed the amount above.

Authorized Uniform Vendor: Please send itemized invoice to:

Note: Please print legibly.

Manager's Name and Title: _____

Facility Name: _____

Facility Address: _____

City, State, Zip: _____

Manager's Signature: _____ Date: _____

- VENDOR: [1] This official letter must be submitted for reimbursement within 14 days upon receipt.
[2] Do not accept if not presented on original letterhead stationary.
[3] Do not accept if not presented with the manager's original signature.

*Original to Authorized Uniform Vendor
Manager keeps copy*

Updated May 2013

Instructions to USPS Authorized Vendors Listing

FROM THE BLUE PAGE:

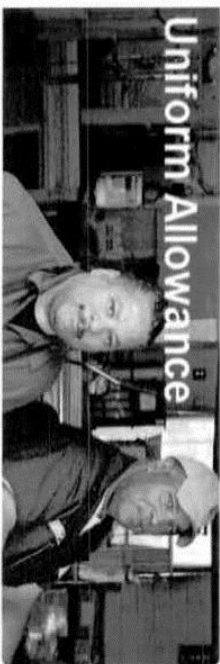
- Select tab *INSIDE USPS*
- Select *Labor Relations* under Human Resources
- Select *Uniform Program* under Links of Interest
- Select *Licensed Uniform Vendors* under Featured Content
- Select *Uniform Allowance Vendor Listing*

FROM LITEBLUE

- Employee Log In
- Select tab *My HR*
- Select *Uniform Program*
- Select *Licensed Uniform Vendors*
- Select *Uniform Allowance Vendor Listing*

Featured Content

- Uniform Program Contacts
- Policies
- FAQ
- Uniform Postal Bulletins
- **Licensed Uniform Vendors**
- Uniform Types
- The USPS Uniform Allowance Program Guidelines, Resources and Facts
- Uniform Allowances Increases
- Transitional Employee Uniform Procedures



Uniform Program

Licensed Uniform Vendors

Headquarters Labor Relations Systems is the only organization that may license, suspend, or terminated postal uniform vendors. The licensing process is currently closed. If the process reopens, it will be advertised in the appropriate trade journals to allow best value to the Postal Service.

- Uniform Allowance Vendor Listing
- Business Mail Entry Unit Uniform Program Vendors
- Nurses Uniforms Program Vendors

Instructions to Create Uniform Allowance Office Log

1. Go to Uniform Program website on the Blue Page.
2. Locate and open the CCA Eligibility Report
3. Go to Edit Tab on Toolbar
4. Select Find
5. Type your office Finance Number into the dialog box
6. Click "find all". All records associated with your finance number will appear.
7. "Close" the search.
8. Highlight the headings and the rows pertaining to your finance number on the Eligibility Report.
9. Right click in the highlighted area and select copy.
10. Click on blank worksheet tab at bottom of page
11. Click in first cell of worksheet (A1)
12. Right click on Paste Special. Click "Ok" in dialog box
13. The finance number you selected will appear in the worksheet.
14. Click File – Save As, and save your log to your desktop or documents.

Note: After creating and saving your office log locally, exit out of the report.

Relative Standing

Seniority is common in labor contracts. Seniority is the length of time you work within an installation compared to the other employees in the same craft employed at that installation and is used for various rights and benefits such as bidding assignments and leave. CCAs are credited with something similar to seniority called relative standing.

How to Calculate

Relative standing is determined by the original CCA hire date in an installation. Additionally, for those CCAs who were transitional employees (TEs) before being hired as CCAs, all time served as a TE after September 29, 2007 is added to their relative standing. However, time spent on a five day break between terms served as a TE is not included for purposes of calculating relative standing. Section f of the CCA General Principles found on page 134 of the National Agreement covers relative standing:

- f. When hired, a CCAs relative standing in an installation is determined by his/her original CCA appointment date to the installation, using Article 41.2.B.6.(a) where applicable, and adding the time served as a city letter carrier transitional employee for appointments made after September 29, 2007 in any installation.***

This is also addressed by question 60 of the Questions and Answers, 2011 USPS/NALC National Agreement:

60. How is time credited for transitional employee employment when determining relative standing for CCAs?

All time spent on the rolls as a city letter carrier transitional employee after September 29, 2007 will be added to CCA time in an installation to determine relative standing. Breaks in transitional employee service are not included in the relative standing period.

It is important to remember when calculating relative standing that it doesn't matter where an individual served as a transitional employee. This is addressed by question 63:

63. For time spent as a city letter carrier transitional employee, does it matter where an individual was employed when determining relative standing?

No. All time on the rolls as a transitional employee after September 29, 2007 counts toward relative standing regardless of the installation(s) in which the transitional employee was employed.

Tiebreakers for Relative Standing

If two or more CCAs are listed on the relative standing roster for an installation having the same total time credit, their placement on the relative standing roster is determined by their placement on the hiring list (appointment register). If a tie still remains the formula in Article 41.2.B.7 is applied.

This is addressed by question 61:

61. How is placement on the relative standing roster determined when two or more CCAs have the same total time credited for relative standing?

First, the relative standing on the hiring list (appointment register) will be used to determine the CCA with higher relative standing (See Article 41.2.B.6.[a]). If a tie remains then the formula outlined in Article 41.2.B.7 is applied.

The tiebreakers from the National Agreement, referenced above state:

Articles 41.2.B.6 and 7:

6. Relative Seniority Standing

- (a) In cases of appointment on the same day, where there is a tie in seniority, the relative standing on the appointment register will determine the more senior carrier.***
- (b) Part-time flexible letter carriers shall be converted to full-time positions of the same designation and salary level in the order of their standing on the part-time flexible roll.***

7. Seniority Tie Breaker

Except as otherwise specifically provided for in this Agreement, effective the date of this Agreement, when it is necessary to resolve a tie in seniority between two or more Carrier Craft employees, the following criteria shall apply in the order set forth below:

- (a) Total continuous postal career service in the Carrier Craft within the installation.***
- (b) Total postal career service in the Carrier Craft within the installation.***
- (c) Total postal career service in the Carrier Craft.***
- (d) Total postal career service.***
- (e) Total postal service.***
- (f) Total federal service as shown in the service computation date on the employee's Form 50.***

If the Postal Service hires new CCAs from more than one hiring list on the same day, question 62 of the Questions and Answers, 2011 NALC/USPS National Agreement explains how their relative standing order will be determined. It reads:

62. How are the provisions of Article 41.2.B.6.[a] referenced in Appendix B, I. GENERAL PRINCIPLES, Section f. of the National Agreement applied when determining a CCA's relative standing?

If more than one CCA is appointed on the same day, the relative standing will be determined by the order on the hiring list. If CCAs are hired from more than one hiring list on the same day, relative standing will be determined by applying the rules in Handbook EL-312, Section 441, Basic Order:

1) Applicants who claim 10-point preference based on a compensable military service-connected disability of 10 percent or more are arranged at the top of the relative standing list in descending order of final numerical rating in this group.

2) Applicants claiming other 10-point preference (XP) and applicants claiming 5-point preference (TP) are placed ahead of nonpreference eligible applicants with the same final rating.

3) XP eligibles are placed ahead of TP eligibles with the same final rating.

To resolve any ties, numerical by the last three or more numbers (using enough numbers to break the tie, but not fewer than three numbers) of the employee's social security number, from the lowest to highest.

"Final numerical rating" and "final rating" as referenced above are determined by adding the individual's score on the entrance exam and any applicable veterans' preference points.

Transferring Relative Standing

If a CCA who was a former TE stops working in one installation and begins working in another installation, relative standing credit earned as a TE will always transfer with the CCA no matter where they work. However, relative standing credit earned as a CCA does not transfer with an employee in the same situation. These situations are addressed by questions 64 and 65 of the Questions and Answers:

64. Does time credited toward relative standing for time worked as a transitional employee after September 29, 2007 transfer from one installation to another once hired as a CCA?

Yes.

65. Does relative standing earned as a CCA in one installation move with a CCA who is separated and is later employed in another installation?

No.

Benefits of Relative Standing

Relative standing is extremely important for a few reasons. First, when CCAs are converted to full-time career status within an installation, the CCA with the most relative standing in that installation is the first one converted to full-time career status. This is addressed in Section g of the CCA General Principles found on pages 134-135 of the National Agreement:

g. When the Postal Service hires new city letter carrier career employees, CCA employees within the installation will be converted to full-time regular career status to fill such vacancies based on their relative standing. A CCA who does not accept the career opportunity will not lose his/her relative standing for future career opportunities.

Relative standing also comes into play if the Postal Service needs to separate a CCA due to lack of work. Section h of the CCA General Principles requires the Postal Service to separate the CCA with

the least relative standing first:

- h. CCA employees may be separated at any time during their term of appointment for lack of work. Separations for lack of work shall be by inverse relative standing in the installation. Such separations are not grievable except where the separations are pretextual. CCAs separated for lack of work will be given preference for reappointment ahead of other CCAs with less relative standing in the installation if the need for hiring arises within 18 months of their separation.***

Relative standing is also important if a CCA wishes to “hold-down” or “opt” for a temporarily vacant full-time craft duty assignment with an anticipated duration of five (5) days or more. This right is found in Article 41.2.B.4 of the National Agreement:

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

See the section on opting and hold-downs in this guide for more information on this topic.

Another situation where relative standing is important is if the Postal Service decides to not reappoint a CCA for operational reasons. In this circumstance, the CCA with the least amount of relative standing in that installation is separated first. Section i of the CCA General Principles found on page 135 of the National Agreement covers this:

- i. CCA employees are separated for 5 days between appointments. When operational circumstances indicate that reappointment for a CCA(s) is not needed and the installation employs a CCA(s) with lower relative standing, the CCA(s) will be reappointed and the CCA(s) with the lower standing in the installation will be separated instead. Such separation of a CCA(s) with the lowest relative standing is not grievable except where the separation is pretextual. These CCAs separated for lack of work during or upon completion of their term of appointment will be given a preference for reappointment ahead of other CCAs with less relative standing in the installation provided the need for hiring arises within 18 months of separation.***

A CCA separated for lack of work or due to operational circumstance will be given preference for reappointment ahead of other CCAs with less relative standing in the installation if the need for hiring arises within 18 months of their separation.

If you have any further questions or concerns regarding your relative standing, make sure you consult with your shop steward or an NALC branch officer.

Leave

The leave provisions outlined in the National Agreement as well as in the various USPS handbooks and manuals are extremely important benefits which all letter carriers enjoy. While the rules and regulations governing leave for city carrier assistants are different than the rules and regulations for career letter carriers, CCAs have many rights and benefits regarding leave. The following topics are the various types of leave as well as leave terms and rules as they pertain to CCAs. You should familiarize yourself with each so you can take full advantage of these contractual rights.

Annual Leave

Annual leave is paid vacation time, credited to CCA letter carriers as it is earned. City carrier assistants can earn up to 13 days of annual leave per year based on the number of hours they work each pay period (see chart below). Section 3. OTHER PROVISIONS B. Article 10 - Leave found on pages 141-143 of the National Agreement describes the purpose of annual leave, the amount of leave CCAs earn, the procedures for requesting leave and other leave related issues. That section of the National Agreement states:

B. Article 10 – Leave

GENERAL

1. Purpose. Annual leave is provided to CCA employees for rest, recreation, emergency purposes, and illness or injury.

a. Accrual of Annual Leave. CCA employees earn annual leave based on the number of hours in which they are in a pay status in each pay period. This leave can be used for personal convenience, when you are sick or as bereavement when a family member passes away.

Rate of Accrual	Hours in Pay Status	Hours of Annual Leave Earned Per Pay Period
1 hour for each unit of 20 hours in pay status in each pay period	20	1
	40	2
	60	3
	80	4 (max.)

b. Biweekly Crediting. Annual leave accrues and is credited in whole hours at the end of each biweekly pay period.

c. Payment For Accumulated Annual Leave. A separating CCA employee may receive a lump-sum payment for accumulated annual leave subject to the following condition:

A CCA employee whose separation is effective before the last Friday of a pay period does not receive credit or terminal leave payment for the leave that would have accrued during that pay period.

Authorizing Annual Leave

1. General. Except for emergencies, annual leave for CCA employees must be requested on Form 3971 and approved in advance by the appropriate supervisor.

2. Emergencies and Illness or Injury. An exception to the advance approval requirement is made for emergencies and illness or injury; however, in these situations, the CCA employee must notify appropriate postal authorities as soon as possible as to the emergency or illness/injury and the expected duration of the absence. As soon as possible after return to duty, CCA employees must submit Form 3971 and explain the reason for the emergency or illness/injury to their supervisor. Supervisors approve or disapprove the leave request. When the request is disapproved, the absence may be recorded as AWOL at the discretion of the supervisor as outlined in Section IV.B below.

Unscheduled Absence

1. Definition. Unscheduled absences are any absences from work that are not requested and approved in advance.

2. CCA Employee Responsibilities. CCA employees are expected to maintain their assigned schedule and must make every effort to avoid unscheduled absences. In addition, CCA employees must provide acceptable evidence for absences when required.

Emergency Annual Leave

If a genuine emergency requires taking annual leave without prior approval, employees must notify postal authorities promptly about the emergency and the expected length of absence. As soon as possible after returning to duty, employees must submit Form 3971 and furnish convincing evidence of the emergency to the supervisor. Although management is not required to approve requests for emergency leave, any arbitrary or unreasonable denial may be subject to a grievance.

Form 3971, Request for, or Notification of, Absence

1. Purpose. Application for annual leave is made in writing, in duplicate, on Form 3971, Request for, or Notification of, Absence.

2. Approval/Disapproval. The supervisor is responsible for approving or disapproving application for annual leave by signing Form 3971, a copy of which is given to the CCA employee. If a supervisor does not approve an application for leave, the disapproved

block on Form 3971 is checked and the reasons given in writing in the space provided. When a request is disapproved, the reasons for disapproval must be noted. AWOL determinations must be similarly noted.

Locally Negotiated Leave Provisions for CCAs

The Memorandum of Understanding (MOU) *Re: City Carrier Assistant (CCA) Annual Leave* found on pages 146-147 of the National Agreement gives local branches the opportunity to negotiate leave provisions for CCAs during the choice vacation period. That MOU states:

During the local implementation period, the parties may agree to include provisions into the local memorandum of understanding to permit city carrier assistant employees to apply for annual leave during choice vacation periods, as defined in Article 10.3.D of the National Agreement. Granting leave under such provisions must be contingent upon the employee having a leave balance of at least forty (40) hours.

For information on leave provisions in your office, see your shop steward or NALC branch officer.

Bereavement Leave

The MOU, *Re: Bereavement Leave* found on pages 182-183 of the National Agreement gives employees the right to use up to three days of leave in the unfortunate event of the death of certain family members. That MOU states:

City letter carriers may use a total of up to three workdays of annual leave, sick leave or leave without pay, to make arrangements necessitated by the death of a family member or attend the funeral of a family member. Authorization of leave beyond three workdays is subject to the conditions and requirements of Article 10 of the National Agreement, Subsection 510 of the Employee and Labor Relations Manual and the applicable local memorandum of understanding provisions.

Definition of Family Member. "Family member" is defined as a:

- (a). Son or daughter--a biological or adopted child, stepchild, daughter-in-law or son-in-law;***
- (b). Spouse;***
- (c). Parent; or***
- (d). Sibling--brother, sister, brother-in-law or sister-in-law; or***
- (e). Grandparent.***

Documentation. Documentation evidencing the death of the employee's family member is required only when the supervisor deems documentation desirable for the protection of the interest of the Postal Service.

CCAs may use annual leave or leave without pay for bereavement purposes.

As clarification, in-laws covered by the above Memorandum of Understanding include the spouse of a child (whether biological, adopted, or stepchild). The memorandum also applies to the parents and siblings of the employee's spouse (whether biological or adoptive).

Leave Without Pay (LWOP)

This is an authorized absence from duty by a career or CCA employee in a non-pay status, and covers only those hours which an employee would normally work or be paid. LWOP may be granted for many reasons, including: inadequate leave to cover vacation periods, personal injury or illness (when annual leave is exhausted), union business, assumption of full-time union office or other personal reasons.

Family and Medical Leave Act (FMLA)

The FMLA is groundbreaking social legislation that Congress enacted in 1993 requiring many employers, including the Postal Service, to grant employees time off work without penalty to respond to serious family and medical problems. The NALC actively lobbied for its passage and through the years has participated in the federal rulemaking process to both protect and improve the FMLA. As recently as 2013, the Department of Labor expanded qualifying exigency FMLA leave for families with military members based on a suggestion from the NALC.

CCAs are eligible for FMLA protected leave if they have:

- 1) Worked for the Postal Service for at least 12 months

CCA breaks in service do not cancel out accrued time of service for FMLA purposes since the 12 months do not have to be consecutive. The months of service may be accrued at any time during the 7-year period immediately preceding the leave (including time served as a TE).

- 2) Accrued at least 1,250 work hours during the 12-month period immediately preceding the leave

Every eligible postal employee, including CCAs, is guaranteed FMLA protected leave as outlined below.

Eligible employees are entitled to take up to 12 workweeks of FMLA leave in a 12-month period for any of the reasons listed below.

- **A serious health condition that makes the employee unable to perform the essential functions of his or her job.**
- **To care for the employee's spouse, child, or parent who has a serious health condition.**

Such care may involve instances where the family member is unable to care for his or her own medical, safety or other needs, because of the serious health condition or needs help in being transported to the doctor. Such care might also involve providing psychological comfort and reassurance

to the family member with a serious health condition.

- **The birth of a child and to bond with the newborn child within one year of birth.**

Both mothers and fathers have the same right to take FMLA leave for the birth of a child. Birth and bonding leave must be taken as a continuous block of leave unless the Postal Service agrees to allow intermittent leave.

- **The placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement.**

FMLA leave may be taken before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed. For example, the employee may be entitled to FMLA leave to attend counseling sessions, appear in court, consult with his or her attorney or travel to another country to complete an adoption. FMLA leave to bond with a child after placement must be taken as a continuous block of leave unless the Postal Service agrees to allow intermittent leave.

- **Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty."**

Qualifying exigencies are situations arising from the military deployment of an employee's spouse, son, daughter or parent to a foreign country. Qualifying exigencies for which an employee may take FMLA leave include making alternative child care arrangements for a child of the military member when the deployment of the military member necessitates a change in the existing child care arrangement; attending certain military ceremonies and briefings; taking leave to spend time with a military member on Rest and Recuperation leave during deployment; or making financial or legal arrangements to address a covered military member's absence; or certain activities related to care of the parent of the military member while the military member is on covered active duty.

An eligible employee may also take up to 26 workweeks of FMLA military caregiver leave in a single 12-month period to care for a covered service member (current member or veteran of the National Guard, Reserves, or Regular Armed Forces) with a serious injury or illness incurred or aggravated in the line of duty if the employee is the spouse, son, daughter, parent, or next of kin of the covered service member.

For purposes of the FMLA the following definitions apply:

A parent is defined as a biological, adoptive, step or foster parent or an *in loco parentis*. An *in loco parentis* is a person who acts as a parent toward a son or daughter, or a person who had such responsibility for the employee when the employee was a child.

A spouse is defined as the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into. This includes common law marriages. For the purposes of applying the FMLA, all legally married same-sex couples who are otherwise eligible for FMLA protected leave can now take such

leave for a qualifying FMLA reason, regardless of where they live or work.

A son or daughter is defined as biological, adopted, foster, *in loco parentis* (defined above under definition of parent), legal ward or step child under the age of 18; or a child 18 or over who has a disability as defined under the Rehabilitation Act and the disability makes the person incapable of self-care.

- The FMLA has also created several separate definitions of family members for both categories of military family leave.

Son or daughter, for the purposes of qualifying exigency leave, means the employee's biological, adopted, foster child, stepchild, legal ward or a child for whom the employee stood *in loco parentis*, who is on covered active duty or call to covered active duty status, and who is of any age.

Son or daughter of a covered service member, for purposes of military caregiver leave, is the service member's biological, adopted or foster child, stepchild, legal ward or a child for whom the service member stood *in loco parentis*, and who is of any age.

Parent of a covered service member, for purposes of military caregiver is a covered service member's biological, adoptive, step or foster parent, or any other individual who stood *in loco parentis* to the covered service member.

Employer Responsibilities: The employer is prohibited from interfering with, restraining or denying the exercise of any rights provided by FMLA. Nor can the employer retaliate against an employee for exercising or attempting to exercise FMLA rights. Employers cannot use the taking of FMLA leave as a negative factor in employment actions, such as hiring, promotions or disciplinary actions. Likewise, FMLA-covered absences may not be used towards any disciplinary actions. Employees cannot waive, nor may employers induce, employees to waive their prospective rights under FMLA.

Employee Responsibilities. The following are the employee's responsibilities when a request for FMLA leave is submitted:

- When the need for leave is foreseeable (e.g., pregnancy) notify management of the need for leave and provide appropriate supporting documentation (i.e., PS Form 3971, *Request for, or Notification of, Absence*) at least 30 days before the absence is to begin. If 30 days' notice is not practicable, notice must be given as soon as practicable, i.e., the same day the employee learns of the need for leave or the next business day.
- When the need for leave is not foreseeable, an employee must comply with the employer's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances. Employees should notify management as soon as practicable. Leave requests should be submitted via PS Form 3971, *Request for, or Notification of, Absence*.
- Provide certification requested by the employer for FMLA-covered absences within 15 days (unless not practicable under the particular circumstances despite the employee's diligent good faith

efforts), and correct insufficient certification within seven days (unless not practicable under the particular circumstances despite the employee's diligent good faith efforts). The certification may be in any format, including the National Association of Letter Carriers (NALC) FMLA forms, as long as it provides the information required for certification by the implementing regulations of the FMLA.

In answer to if management can require "supporting documentation" for an absence of three days or less in order for an employee's absence to be protected under the Family and Medical Leave Act (FMLA), the parties agreed that:

The Postal Service may require an employee's leave to be supported by an FMLA medical certification, unless waived by management, in order for the absence to be protected. When an employee uses leave due to a condition already supported by an FMLA certification, the employee is not required to provide another certification in order for the absence to be FMLA protected.

FMLA is not a separate category of leave, but rather is charged to annual leave or LWOP in accordance with current leave policies. The Family and Medical Leave Act does not provide letter carriers with paid leave in addition to that to which carriers are entitled under NALC's National Agreement with the Postal Service and any related postal handbooks and manuals. Although CCAs only earn up to 13 days of annual leave per year, they are covered under FMLA and are eligible to use both annual leave and LWOP.

If you have a situation that qualifies for protected absences under the provisions of the Family and Medical Leave Act, make sure you exercise your rights outlined above. If you have any additional questions or concerns about the FMLA, you should consult with your shop steward or an NALC branch officer.

Leave Sharing Program

The MOU, *Re: Leave Sharing* found on pages 179-180 of the National Agreement gives CCAs the opportunity to participate in the Postal Service's Leave Sharing Program. That MOU states:

The Postal Service will continue a Leave Sharing Program during the term of the 2011 Agreement under which career postal employees will be able to donate annual leave from their earned annual leave account to another career postal employee, within the same geographic area serviced by a postal district. In addition, career postal employees may donate annual leave to other family members that are career postal employees without restriction as to geographic location. Family members shall include son or daughter, parent, and spouse as defined in ELM Section 515.2. Single donations must be of 8 or more whole hours and may not exceed half of the amount of annual leave earned each year based on the leave earnings category of the donor at the time of donation. Sick leave, unearned annual leave, and annual leave hours subject to forfeiture (leave in excess of the maximum carryover which the employee would not be permitted to use before the end of the leave year), may not be donated, and employees may not

donate leave to their immediate supervisors. To be eligible to receive donated leave, a career employee (a) must be incapacitated for available postal duties due to serious personal health conditions or pregnancy and (b) must be known or expected to miss at least 40 more hours from work than his or her own annual leave and/or sick leave balance(s), as applicable, will cover, and (c) must have his or her absence approved pursuant to standard attendance policies. Donated leave may be used to cover the 40 hours of LWOP required to be eligible for leave sharing.

For purposes other than pay and legally required payroll deductions, employees using donated leave will be subject to regulations applicable to employees in LWOP status and will not earn any type of leave while using donated leave. Donated leave may be carried over from one leave year to the next without limitation.

Donated leave not actually used remains in the recipient's account (i.e., is not restored to donors). Such residual donated leave at any time may be applied against negative leave balances caused by a medical exigency. At separation, any remaining donated leave balance will be paid in a lump sum.

(The preceding Memorandum of Understanding, Leave Sharing, applies to City Carrier Assistant Employees.)

As the memorandum of understanding states, the Leave Sharing Program applies to city carrier assistants. In the event you are incapacitated and unable to perform your postal duties due to a serious personal health condition or pregnancy, and you meet the qualifications listed in the memorandum, you may request that other qualified postal employees donate annual leave to you to cover your absence. In turn, you may also donate your annual leave to others who have requested it. For more information regarding the Leave Sharing Program, consult with your shop steward or an NALC branch officer.

Opting and Hold-Downs

The terms opting and hold-down mean the same thing. CCAs have the right to “opt” on temporarily vacant full-time assignments. An assignment is a route or other work performed by a full-time regular letter carrier on a daily basis. When an assignment is temporarily vacant for five days or more (because the regular letter carrier is on vacation, ill or the assignment temporarily has no regular letter carrier assigned, etc.), CCAs may exercise their right to opt to work (or hold-down) that assignment for the duration of the temporary vacancy. You do this by submitting a request to your supervisor.

The request should be submitted in writing, and CCAs should keep a copy of the request. If no eligible career letter carrier has requested to work the assignment, the opt will be awarded to the eligible CCA with the highest relative standing who requested it and is not already on another opt.

Opts are also called “hold-downs” because an employee is said to be “holding down” the assignment until the regular letter carrier returns or a regular letter carrier is assigned.

Rights

Section 3. OTHER PROVISIONS Article 41 – Letter Carrier Craft found on page 145 of the National Agreement addresses opting or hold-down rights as follows:

Section 2.B

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

Eligibility

Page 41-10 of the 2014 USPS-NALC Joint Contract Administration Manual (JCAM) states:

Eligibility for opting. Full-time reserve letter carriers, full-time flexible schedule letter carriers, unassigned full-time carriers, part-time flexible carriers, and city carrier assistants may all opt for hold-down assignments.

Waiting Period

CCA opting rules, in regards to a waiting period, have been addressed by the national parties’ joint Questions and Answers 2011 USPS/NALC National Agreement, dated March 16, 2016, provided in the appendix to this guide.

Question 69 clarifies the waiting period before newly hired CCAs can opt:

69. Is there a waiting period for a new CCA (no former experience as a career city letter carrier or city carrier transitional employee) before the employee can opt on a hold-down?

Yes, 60 calendar days from the date of appointment as a CCA. Once the CCA has met this requirement there is no additional waiting period for applying for/being awarded a hold-down when the employee is converted to career.

Posting

The National Agreement does not set forth specific procedures for announcing vacancies available for hold-downs. However, procedures for announcing vacancies and procedures for opting for hold-down assignments may be governed by Local Memorandums of Understanding (LMOU) or past practice (Memorandum, February 7, 1983, M-00446). The LMOU or past practice may include: method of making known the availability of assignments for opting, method for submission, a cutoff time for submission and duration of hold-down. In the absence of an LMOU provision or mutually agreed-upon local policy, the bare provisions of Article 41.2.B apply. In that case, there is no requirement that management post a vacancy, and carriers who wish to opt must learn of available assignments by word of mouth or by reviewing scheduling documents.

For the posting procedures in your office, consult your shop steward or NALC branch officer.

Duration

Article 41.2.B.5 of the National Agreement provides that once an available hold-down position is awarded, the opting employee “shall work that duty assignment for its duration.” An opt is not necessarily ended by the end of a service week. Rather, it is ended when the regular carrier returns, even if only to perform part of the duties—for example, to case but not carry mail.

Exceptions to the Duration Clause

There are situations in which carriers temporarily vacate hold-down positions for which they have opted—for example, vacation. Such an employee may reclaim and continue a hold-down upon returning to duty (Step 4, H4N-3U-C 26297, April 23, 1987, M-00748). If the opting employee’s absence is expected to include at least five days of work, then the vacancy qualifies as a new hold-down within the original hold-down. Such openings are filled as regular hold-downs, such that the first opting carrier resumes his or her hold-down upon returning to duty—until the regular carrier returns.

Break in Service – An exception to the duration clause for CCAs on a five-day service break between 360-day terms is addressed by questions 73 and 74 of the national parties’ joint Questions and Answers 2011 USPS/NALC National Agreement, dated March 16, 2016, which state:

73. Will the 5-day break in service between 360-day terms end an opt (hold-down)?

No.

74. Does the 5-day break at the end of a 360-day appointment create another opt (hold-down) opportunity?

Only where the break creates a vacancy of five workdays. In such case the opt is for the five day period of the break.

Bidding – An opting employee may bid for and obtain a new, permanent full-time assignment during a hold-down. A national pre-arbitration settlement (H1N-5G-C 22641, February 24, 1987, M-00669) established that such an employee must be reassigned to the new assignment. If there are five or more days of work remaining in the hold-down, then the remainder of the hold-down becomes available to be filled by another opting carrier.

Bumping

A situation where a CCA being “bumped” from a hold-down may happen in order to provide a part-time flexible employee assigned to the same location with 40 hours of straight time work to which they are entitled under Article 7.1.C of the National Agreement. Question 71 of the national parties’ joint *Questions and Answers 2011 USPS/NALC National Agreement* clarifies this as such:

71. Can a CCA be taken off an opt (hold-down) in order to provide a part-time flexible employee assigned to the same work location with 40 hours of straight-time work over the course of a service week (Article 7, Section 1.C)?

Yes, a CCA may be “bumped” from an opt if necessary to provide 40 hours of straight-time work over the course of a service week to part-time flexible letter carriers assigned to the same work location. In this situation the opt is not terminated. Rather, the CCA is temporarily taken off the assignment as necessary on a day-to-day basis.

Removal from Hold-Down. There are exceptions to the rule against involuntarily removing employees from their hold-downs. Part-time flexible and city carrier assistant employees may be “bumped” from their hold-downs to provide sufficient work for full-time employees. Full-time employees are guaranteed forty hours of work per service week. Thus they may be assigned work on routes held down by part-time or city carrier assistant employees if there is not sufficient work available for them on a particular day. (H1N-5D-C 6601, September 11, 1985, M-00097)

In such situations, the part-time flexible or city carrier assistant employee’s opt is not terminated. Rather, the employee is temporarily “bumped” on a day-to-day basis. Bumping is still a last resort, as reflected in a Step 4 settlement. (H1N-5D-C 7441, October 25, 1983, M-00293), which provides that:

A PTF or city carrier assistant, temporarily assigned to a route under Article 41, Section 2.B shall work the duty assignment unless there is no other eight-hour assignment available to which a full-time carrier could be assigned. A regular carrier may be required to work parts or “relays” of routes to make up a full-time assignment. Additionally, the route of the “holddown” to which the PTF or city carrier assistant opted, may be pivoted if there is insufficient work available to provide a full-time carrier with eight hours of work.

Another exception occurs if the Local Memorandum of Understanding allows the regular carrier on a route to “bump” the carrier technician to another route when the regular carrier is called in on a non-scheduled day to work on his/her own route. In such cases, the carrier technician is allowed to displace an employee who has opted on an assignment on the technician’s string if none of the other routes on the string are available. In such cases a part-time flexible or city carrier assistant employee’s opt is not terminated. Rather, he/she is temporarily “bumped” on a day-to-day basis. (See Step 4, N8-N-0176, January 9, 1980, M-00154.)

As stated above, CCAs may also be bumped in order to provide sufficient work for full-time employees since they are guaranteed forty hours of work during a service week. However, these exceptions do not mean that management can automatically bump a CCA from their hold-down in order to provide work for part-time flexible or full-time regular letter carriers. Removal from hold-downs should be a last resort, provided that no other work is available in the delivery unit which the part-time flexible or full-time employees can perform.

Pay

Although a part-time flexible or city carrier assistant employee who obtains a hold-down must be allowed to work an assignment for the duration of the vacancy, he or she does not assume the pay status of the full-time regular carrier being replaced. A part-time flexible or city carrier assistant who assumes the duties of a full-time regular by opting is still paid as a part-time flexible or city carrier assistant as appropriate during the hold-down. While they must be allowed to work the assignment for the duration of the vacancy, PTFs and city carrier assistants are not guaranteed eight hours daily or forty hours weekly work by virtue of the hold-down alone.

If the Postal Service is violating any of your rights outlined above, then be sure to promptly inform your shop steward or an NALC branch officer.

Sunday Parcel Delivery and Other Services

The Postal Service has been looking for ways to expand delivery options and services for mailers. City carrier assistants are key to the expansion of products and services. New business, like parcel delivery outside of traditional delivery hours, is very important to the continued viability of the Postal Service because it is the best opportunity to increase revenue well into the future. One of the most visible areas of expansion is the delivery of parcels on Sunday and the Postal Service is using CCAs to deliver these parcels.

The Postal Service is using a program called Dynamic Routing to sequence these parcels and create dynamic routes each Sunday. A manifest of the parcels' delivery locations is loaded into the dynamic routing computer program, which generates routes with turn by turn directions based on those delivery locations. The carriers simply follow the directions and deliver these parcels as they are routed. However, the directions are only as good as the maps loaded into the program and safety always comes first. While the directions are accurate the vast majority of the time, ensure that the line of travel created is safe.

In addition to Sunday parcel delivery, NALC and USPS have spent much time developing a system for delivering groceries. In select cities, customers can go online and order groceries and they will be delivered by a letter carrier the following day during a delivery window selected by the customer, the earliest being before most people leave in the morning for work.

The huge growth in ecommerce continues to provide revenue opportunities and a chance to provide additional services to the American people. The parcel business is booming and the Postal Service has invested greatly in new scanner technology to increase accuracy of tracking parcels from the shipper to the customer's home.

These are just some of the areas where the Postal Service is looking to expand and CCAs are involved in each of them. You are the future of your Postal Service.

Working in Another Installation

CCAs are hired to work at specific postal installations. However, there are circumstances when a CCA may be required to occasionally work in another installation in the local travel area, within their district. The Postal Service and the NALC have agreed to certain parameters for these temporary assignments in the Memorandum of Understanding *Re: City Carrier Assistants – Temporary Assignments to Other Post Offices* (M-01827). The agreement is reprinted here:

M-01827


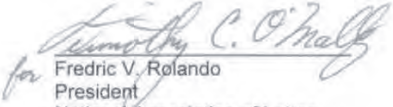
**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

Re: City Carrier Assistants - Temporary Assignments to Other Post Offices

The parties agree to the following regarding the temporary assignment of city carrier assistants (CCAs) outside their employing post office (installation) to another post office (installation):

1. CCAs will normally work in their employing post office but may be assigned to work in another post office in the local travel area (Handbook F-15, Section 7-1.1.1.1) within the same district on an occasional basis (the assignment may be for a partial day or several consecutive days, depending on local circumstances). Sunday CCA work assignments are not subject to the occasional basis limitation.
2. Temporary assignments must otherwise be consistent with the National Agreement (e.g. assigning CCAs to work outside their employing office may not violate Article 7.1.C.4 in the temporary office or the letter carrier paragraph in the employing office).
3. Management will schedule CCAs to work in other post offices in advance of the reporting date whenever practicable.
4. When the need arises to temporarily assign CCAs outside their employing post office, management will, to the extent practicable, use volunteer CCAs from the delivery unit providing assistance as long as the volunteers will be in a similar pay status (e.g. straight-time rate, regular overtime rate, penalty overtime rate). If sufficient volunteers are not found, CCAs from the delivery unit providing assistance will be temporarily assigned to the other installation in reverse relative standing order whenever practicable as long as the junior CCAs are in a similar pay status.
5. CCAs who are required or volunteer to work outside their employing office may receive payment for mileage for the difference between their residence and employing office provided the difference is greater (Handbook F-15, Section 7-1.1.1.2.d).

The procedures outlined above are effective on December 7, 2013; however, either party may terminate this agreement by providing 30 days written notice to the other party. This agreement is reached without prejudice to the position of either party in this or any other matter and may only be cited to enforce its terms.

 Alan S. Moore Manager, Labor Relations Policy and Programs U.S. Postal Service	 for Fredric V. Rolando President National Association of Letter Carriers, AFL-CIO
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Date 12/5/2013

Sunday CCA work assignments are not subject to the occasional basis limitation described in M-01827.

It is also important to point out that the local travel area is defined as travel to a location within a 50 mile radius of your permanent duty station. Handbook F-15 Section 7-1.1.1.1 reads:

7-1.1.1.1 What Constitutes Local Travel

Local travel is defined as travel to a location within a 50-mile radius of your permanent duty station in which overnight lodging is not needed.

As stated in M-01827, CCAs may receive payment for mileage under certain circumstances as provided for in Handbook F-15 Section 7-1.1.1.2.d:

7-1.1.1.2 What's Allowed

d. Mileage. When it is advantageous to the Postal Service, you may be authorized to depart directly from and return directly to your home. The Postal Service may reimburse you for any mileage that exceeds the distance between your home and your permanent duty station. If the mileage is less than that between your home and your permanent duty station, you may not claim a mileage reimbursement. You may claim out-of-pocket expenses such as tolls, parking, etc.

Use the formula below to calculate the amount for which you may be reimbursed.

$$\begin{array}{r} \text{Mileage from home to temporary duty station} \\ - \text{Mileage from home to permanent duty station} \\ \hline \text{Allowable mileage} \\ \times \text{Standard mileage rate from Appendix A} \\ \hline \text{Amount you may claim for reimbursement} \end{array}$$

Important: Your daily commute between your residence and your permanent duty station is not considered local travel. Getting to work is your responsibility; therefore, you may not claim that mileage.

If CCAs have any questions about the procedures listed above, including proper mileage payment for travel, they should see their shop steward or an NALC branch officer.

Voluntary Reassignment to Another Installation

There may be circumstances where a CCA wishes to be permanently reassigned outside of their employing installation for personal reasons. Questions and Answers 2011 USPS/NALC National Agreement addresses this in questions 27 and 28:

27. May CCAs be permanently reassigned from one post office (installation) to another during their appointment?

Yes, provided the employee's current appointment is being voluntarily terminated. To avoid a break in service a permanent reassignment to a different installation must be effected on the first day of a pay period.

28. *Is there a "lock-in" period that a CCA must meet before being reassigned to another installation?*

There is no lock-in period a CCA must satisfy before becoming eligible to reassign to another installation. Eligibility to move between installations is generally intended to address situations where an individual CCA would like to be reassigned to another installation for personal reasons and there is an agreement between the "losing" and "gaining" installation heads.

This mutual understanding ensures that a CCA may request to be reassigned to another installation at any time. To facilitate the move, a dated letter should be written to both installation heads requesting the move. The CCA should keep copies for their records.

DOIS Projections, PS Form 3996 and PS Form 1571

PS Forms 3996 and 1571 are forms you will use often during your time as a CCA as well as afterward upon your conversion to full-time career status. It is important you understand when you should use them and the proper way to fill them out. It is equally important to understand and know your rights regarding management's projected office and street times.

DOIS Projections

Management uses a computer program called the Delivery Operations Information System (DOIS) in almost every post office. A supervisor will enter data into DOIS and the program projects how much time a route will take to complete for the day. While this program projects the time that will be needed to complete an assignment based on a number of factors, it does not take everything into account. Estimating the workload on a route is, and has always been, the letter carrier's responsibility. While it will take you some time to learn each assignment and be able to evaluate the time, it will be your responsibility to provide an estimate based on what you know.

When management first started using the DOIS program and telling letter carriers what their daily workload was, a dispute arose between NALC and USPS and a grievance was filed. The dispute over the value of Management's DOIS projections was resolved on July 30, 2007 with a national level settlement (M-01664). The settlement states in relevant part:

After reviewing this matter, the parties agree to resolve this dispute based on the following:

The Delivery Operations Information System (DOIS) is a management tool for estimating a carrier's daily workload. The use of DOIS does not change the letter carrier's reporting requirements outlined in section 131.4 of Handbook M-41, the supervisor's scheduling responsibilities outlined in section 122 of Handbook M-39, or the letter carrier's and supervisor's responsibilities contained in Section 28 of Handbook M-41. DOIS projections are not the sole determinant of a carrier's leaving or return time, or daily workload. As such, the projections cannot be used as the sole basis for corrective action.

The entire agreement is printed at the end of this section.

PS Form 3996

You should always fill out PS Form 3996 when you believe the route you were assigned to carry has more work than you can complete within eight hours or you believe you cannot complete all of the work assigned to you for the day within your scheduled time. You will also receive this form to complete and track the amount of time you spend providing assistance or work on part of another route.

You are required to inform management when you believe you have more than eight hours of work or cannot complete what you have been assigned within your normal schedule for the day. Below

are the steps to take to inform management and some advice in handling the situation.

1. Verbally inform your manager when you believe you can't complete your assignment in 8 hours.

Sections 131.41 and 131.42 of *Handbook M-41, City Delivery Carriers Duties and Responsibilities* require you to verbally inform your manager as follows:

131.41 *It is your responsibility to verbally inform management when you are of the opinion that you will be unable to case all mail distributed to the route, perform other required duties, and leave on schedule or when you will be unable to complete delivery of all mail.*

131.42 *Inform management of this well in advance of the scheduled leaving time and not later than immediately following the final receipt of mail. Management will instruct you what to do.*

This language requires every letter carrier to tell the manager when you cannot carry all the mail distributed to your case in eight hours or within your normal schedule. Management is required to tell you what they want you to do. Follow the manager's instructions. If you still believe you will not be able to finish your route in eight hours, proceed to step 2 and request a PS Form 3996.

2. Request PS Form 3996

Section 122.33 of *Handbook M-39, Management of Delivery Services* requires the manager to provide you with a 3996 when you request one.

122.33 *The employee, upon request, will be provided a Form 3996, Carrier - Auxiliary Control, after the supervisor has been verbally informed as to the reason for the request. The employee shall not be denied the form and, upon request, a duplicate of the completed form will be provided the employee.*

Explain that the instruction you were given by your supervisor does not change the fact that you cannot complete your assignment in 8 hours and request a PS Form 3996. No matter what your manager says to you, say the words "I am requesting a 3996" and explain the reason(s) for your request.

If you are denied the form, immediately request to see your shop steward. If your request to see your shop steward is denied, make sure another carrier hears you say the words. Don't scream the words at the top of your lungs, just make sure someone other than you and your manager hears you.

After you have verbally informed your manager that you don't believe you can finish your route in eight hours, made him or her aware that their instruction has not changed your belief, and have requested and been provided a 3996, proceed to step 3 for guidance on filling out a 3996.

An example of the front and back of a PS Form 3996 appears on the next two pages.

United States Postal Service
Carrier - Auxiliary Control

A. Delivery Unit			B. Telephone			C. Date		
D. Carrier's Name and Route No.				E. Lunch Place and Time				
F. Indicate entire or portion of the case shelves covering mail as street auxiliary assistance						G. Keys Required? Yes <input type="checkbox"/> No <input type="checkbox"/>		
1	2	3	4	5	6	H. Carfare Required? Yes <input type="checkbox"/> No <input type="checkbox"/>		
						I. Accountable Mail? Yes <input type="checkbox"/> No <input type="checkbox"/>		
J. Reason For Use of Auxiliary								

K. Estimated Work		L. Management Action. Check and initial all appropriate actions.							
Hours	Minutes	Auxiliary Assistance			Hours	Minutes	Overtime	Hours	Minutes
		Approved <input type="checkbox"/>					Approved <input type="checkbox"/>		
		Disapproved <input type="checkbox"/>					Disapproved <input type="checkbox"/>		

M. Transportation (*If drive-out, show parking location(s) on reverse*)

Transportation Mode to and from route: Postal owned: Drive-out: Contract: Public:

N. Starts Delivery at:

* Collect mail from all collection boxes on your part of the route, unless instructed otherwise.

Deliver

Collection boxes locations:

	1
	2
	3
	4
	5
	6

O. Find Relays At:

1	4
2	5
3	6

P. Assistance Completed By (*Carrier Name and regular route number if assigned*):

Office Time		Street Time				Total Auxiliary Time
Begin Time	Time Used	Begin Travel To	Begin Delivery	Begin Travel From	Travel To	
					Delivery	
End Time		End Travel To	End Delivery	End Travel From	Travel From	
					Total Street	

Instructions

The regular carrier shall prepare the form as follows (except as indicated)

- A. Enter the name of the delivery unit.
- B. Enter the telephone number for the unit.
- C. Enter the date requesting assistance.
- D. Enter the name of the carrier requesting assistance or overtime and the route number.
- E. Enter the lunch place and time, if applicable.
- F. Place an "X" in space below the number indicating the case shelf containing the mail for which assistance is being requested. The bottom shelf of the letter separations is designated under 1. When assistance is required for less than a full shelf of mail, enter the portion of shelf in fractions. The portion should be identified as follows: L 1/2; R 1/4; (L) indicates "Left"; (R) Right; and (M) is for Middle of the shelf.
- G. Indicate if Keys are required for delivery of this portion of the route.
- H. Indicate if Carfare is required for delivery of this portion of the route.
- I. Indicate if there are any Accountable mail pieces for delivery of this portion of the route.
- J. Show the reason assistance is being requested. (Omit during Christmas period)
- K. The carrier must enter the estimated hours and minutes of the amount of assistance being requested.
- L. MANAGEMENT ACTION - This section is completed by the manager reviewing the form.
The manager reviews the request and makes a determination as to the appropriate actions. The manager shall check the appropriate actions and initial each section.
- M. Show the transportation information as indicated.
- N. Indicate the delivery starting point and the blocks of each street to be delivered.
- O. List the points where relays will be found.
The form is handed to the carrier assigned to provide the assistance, who will complete the bottom time entries.
- P. This section is completed by the carrier providing the assistance and the delivery manager.
It is broken into four sections; the replacement carriers name, office work, street work and the total workhours used.

The carrier will complete the following items:

- The assisting carrier will enter their name and regular route number if applicable;
- Enter the begin and end time for any office work performed as assistance on this route;
- Enter the begin travel time to the delivery territory and the end travel time to the delivery territory on this route;
- Enter the begin delivery time to the delivery territory and the end delivery time on this route;
- Enter the begin travel time from the delivery territory and the end travel time from the delivery territory on this route, and then turn in the completed form to the delivery manager.

The Delivery Manager will complete the following item:

- Office time used;
- Travel to time;
- Delivery time;
- Travel from time;
- Total street time, and
- Total auxiliary time used.

Park locations:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

3. Fill out the form completely

Complete instructions on how to properly fill out PS Form 3996 can be found on the back of the form itself, shown on the previous page. Section 28 of *Handbook M-41, City Delivery Carriers Duties and Responsibilities*, included in the appendix to this guide, also explains the proper procedures for filling out PS Form 3996 and even includes an example of a completed form. These instructions and the following advice will assist you anytime you need to fill out a 3996 and submit it to your supervisor.

Write down where and at approximately what time you plan to take your lunch. Also make sure you take your lunch when and where you said to the extent you can. This way you can avoid any misunderstandings on where you were and what you were doing.

In the reason for the request box, you must write down why you believe you cannot complete your assignment in eight hours. If your belief is related to your mail volume or type of mail you have, you should write comments such as: full set of ADVOs, half set of marriage mail, utility bills, full set of coupons, circulars in the DPS, etc. Your reason could also be related to your street duties. Some examples could be: known road construction, weather related issues, excessive accountable mail, etc. Comments like “heavy volume” or “route overburdened” aren’t enough in this section. Often, there are other circumstances present which may add to (or be) the reason why you will need overtime or auxiliary assistance on a given day. Here are some examples: collating mail, 15 certified letters, late leaving, stand-up/safety talk(s), excessive DPS mail, excessive parcels, not feeling well, unfamiliar with route, weather (describe conditions), deviate for Priority Mail Express, new deliveries (growth), etc. You get the idea. Always list the circumstances that will prevent you from finishing your assignment in eight hours on PS Form 3996 as explained above.

Statements by your supervisor such as, “This is your demonstrated performance” and “You are not making standards” are **not legitimate** and do not change the situation you are in. Never let these comments get under your skin and stop you from requesting the assistance you need. Remember, your job is to do the best you can.

The computer doesn’t take any of the other possible circumstances listed above into consideration. If you don’t write these things down, then you leave the door open for management to try and accuse you of working “Unauthorized Overtime” and possibly issue you discipline. If you do write these things down, then you give your supervisor an opportunity to make a more informed judgment regarding your request. Any supervisor who is interested in treating you fairly will take these things into consideration prior to making decisions on how much time to approve for you. If your supervisor is not interested in treating you fairly, then you have to look at defending yourself. Recording the best information you can on your 3996 will give your shop steward a better chance of successfully defending you should the need arise later.

4. Keep your cool

Don’t lose your cool. This whole exercise is sometimes very insulting, but you will do nothing to help yourself by getting excited or becoming angry and possibly losing your temper. If your manager denies your request for overtime or assistance, state to him or her that you will do your best. Then politely ask what they want you to do in the event that all the mail isn’t delivered by the time they want you back. Often, their answer will be something like, “I just told you what I want you to

do” or “Deliver all the mail, and be back in eight hours.” Your manager has just put the ball back in your court and placed you in a situation where you can’t honor his or her instructions.

5. Don’t argue

There’s no sense in arguing with your manager at this point. It will not help your cause to stand there and argue as your manager has already made up his or her mind. The only thing you will accomplish by arguing with your manager at this point is to become frustrated and angry. The smartest thing you can do at this point is to just say “OK, I’ll do my best” and ask for a copy of your 3996. As stated above, Section 122.33 of *Handbook M-39* requires managers to provide you with a copy if you request it.

Finish your office work and go to the street. Do the best that you can. Take your breaks where you are supposed to. Take your lunch when and where you listed it on the 3996 you filled out.

6. Don’t make any decisions

This is the point of the confrontation where many letter carriers make a mistake by forgetting about how our current system works.

Letter carriers get paid to deliver mail.

Managers get paid to make decisions.

You should do everything you can to put the ball back in the manager’s court. Many times, letter carriers make the decision to either bring some mail back or deliver all the mail and get back late. After all, these seem to be the only options there are. The trick is to force the manager to make the choice. After all, that’s their job, isn’t it?

The best way to handle this situation is to call your supervisor, per local instructions. If you have no local instructions, try calling at least an hour and a half to two hours before the time you are scheduled (approved on PS Form 3996) to be back. Let him or her know where you are and how long you think it will take you to finish. Ask your supervisor whether he or she wants you to bring the mail back or finish the route. If your supervisor isn’t available, ask for the station manager or postmaster and talk to him or her about it. Make a note of who you talked to, what time it was, and what your instructions are. If no manager is there, leave a message with the person who answers the phone and be sure you know who you are talking to. Make sure they understand when you are scheduled to be back and how long it will take you to complete your assignment. Once again, make a note of who you talked to and what time it was. Then just keep working until someone tells you otherwise or it’s time for you to go back to the office to make it back in the time that was approved on PS Form 3996 (whichever comes first).

If the line is busy or no one answers, you should keep trying to get through. If you use your cell phone, you’ll have a record of your call(s). Just don’t wait until it’s time for you to be back to call. Also, be sure to make a note of how much time you spent calling. Try to give your supervisor or manager a reasonable amount of time to decide to send you some help or authorize you to finish

your route. Follow whatever instructions your supervisor or manager gives you. Any disputes that arise from the instructions given have to wait.

If the supervisor or manager refuses to tell you what to do with the rest of the mail or you can't get through, you should return to the office in the allotted time and ask for further instructions. Follow whatever instructions your supervisor or manager gives you.

Note: Just don't ever return mail to the office and leave it without getting instructions on what to do with the mail from a manager! Make a note of what instructions you were given and what time it was.

If you have local Instructions like "Don't call back to the office and don't bring mail back", you should request to see your shop steward and ask him or her to file a grievance. The same is true when your supervisor refuses to give you instructions when you call back in the afternoon. If you want a successful grievance filed, you should write a detailed statement. This will be easy if you took notes as advised above.

Providing Assistance to Another Carrier

If you're instructed to carry part of another route, whether on "projected undertime" or for overtime, a 3996 should be provided to you indicating this additional work. Make sure you fill out the bottom of PS Form 3996 showing both your travel and delivery times for whatever assistance you are carrying. This assistance is called many different things around the country. Some common phrases are: split, kickoff, relay, handoff, trip, push, boost, or bump.

If you don't believe you can complete the work in the amount of time authorized, explain to the supervisor why this is true. For example, let's say you have a light day and your supervisor tells you that you will be assigned an hour of work off your assignment to make up for your downtime. Let's also say you believe you have seven and a half hours of work on your own route after considering the time it will take to deliver your route, get back, and clean up. In this example, you believe the additional one hour of work that your supervisor wants to assign to you will cause you to be a half hour late.

Make sure to explain this clearly to the supervisor. Then let's say the supervisor agrees that maybe you have a point and assigns you a 30 minute pivot, but doesn't take into consideration the necessary travel time for the pivot or other factors. This should also be explained to the supervisor as these other factors will also cause you to be late. If you can't get your supervisor to agree with you in either case, **say the words** and handle this situation in the same manner as above.

You should always notify management verbally and with a 3996 (if and when you are still in the office) whenever you believe additional work assigned to you because of projected downtime will cause you to work overtime.

If your supervisor asks you again to explain why you needed the time (the next day/week) you'll have your copy of the 3996 and your notes to refer to. Oftentimes, supervisors record the extra time used over what was approved in the morning as "unauthorized" overtime on Form 1017-B.

This can be true whether or not they talk to you about it. If you think this is true in your case, request to see your shop steward so he or she can investigate the matter and file a grievance on the improper use of the PS Form 1017-B if the extra time you worked after being instructed to finish the route is being recorded as “Unauthorized Overtime.”

Here is the short version:

- 1. Verbally inform your manager that you can't make it in eight hours.**
- 2. Follow your manager's instructions.**
- 3. If you still can't make it in eight hours, request a PS Form 3996 from the supervisor and explain the reason(s) why you need one.**
- 4. Fill out the form completely and list the types of mail you have as well as any other circumstances that are present.**
- 5. Keep your cool and request a copy of your 3996.**
- 6. Don't argue with the supervisor or manager.**
- 7. Don't make decisions - that's what your supervisor or manager gets paid to do in our current system. Call back to the office for further instructions. Follow the instructions you are given.**
- 8. Handle requests for overtime or auxiliary assistance due to delivering on other routes in the same manner.**

Following these procedures makes it much easier to defend you should you be disciplined! You also make it possible for the union to pursue forcing management to stop recording this time as “unauthorized” in the first place thereby avoiding a discipline situation altogether.

If M-01664 is continually violated, see your shop steward so he or she can investigate.

PS Form 1571 (Undelivered Mail Report)

PS Form 1571 is the form that letter carriers use to record undelivered or curtailed mail. You will use PS Form 1571 when mail assigned to your route is not delivered for any reason. It could be mail your manager or supervisor instructed you to leave in the office or mail you were unable to deliver on the street. If you did not deliver the mail, then the reason, amount, and type must be recorded on this form. An example of a PS Form 1571 is shown following this section.

Sections 131.44, 131.45, and 131.46 of *Handbook M-41* describe what we are supposed to do as follows:

- 131.44** ***Report on Form 1571 all mail undelivered - including all mail distributed to the route but not cased and taken out for delivery. Estimate the number of pieces of mail.***

- 131.45** ***Do not curtail or eliminate any scheduled delivery or collection trip unless authorized by a manager, in which case you must record all facts on Form 1571.***
- 131.46** ***Before you leave the office, enter on Form 1571 the mail curtailed; when you return, add any mail which was not delivered and which was returned to the office. Follow any special local procedures set up to identify errors and corrective actions for mail returned because it was out of sequence.***

Chapter 4 (Office Time - Return) of *Handbook M-41*, Section 442 (Completing Form 1571) states the following:

- 442.1** ***After return from trip, obtain Form 1571, Undelivered Mail Report, (see exhibit 442.1) from unit manager.***
- 442.2** ***Add any mail which was not delivered but was returned to the office.***
- 442.3** ***Sign the form and give it to a unit manager.***

Never curtail mail unless instructed to do so by a manager!

Section 111.2(j) of *Handbook M-39* describes what the supervisor is supposed to do as follows:

“Issue Form 1571 when the carrier is instructed to curtail mail, indicating action thereon. Upon request, a duplicate of the completed form will be provided the carrier.”

Article 41, section 3.G of the National Agreement also requires managers to provide you with copies of both the 3996 and 1571:

41.3.G. “The Employer will advise a carrier who has properly submitted a Carrier Auxiliary Control Form 3996 of the disposition of the request promptly after review of the circumstances at the time. Upon request, a duplicate copy of the completed Form 3996 and Form 1571, Report of Undelivered Mail, etc., will be provided the carrier.”

You should always request a copy of the completed form 3996 and 1571 and keep these copies for your records. If management refuses to provide you with copies of these requested forms, then ask to see your shop steward.

U.S. Postal Service		
UNDELIVERED MAIL REPORT		
Delivery Unit	Route No.	Date

TO: Delivery and Collection Superintendent
<p>The Following Mail Distributed To Me For Delivery Was Left In The Office Or Returned Undelivered.</p> <p><i>NOTE: If mail left undelivered by carrier is later delivered on the same day, the manager should explain the action taken.</i></p>

	Preferential	Other
Letters		
Newspapers		
Magazines		
Flats		
Samples		
Other Pieces		

For Use By Parcel Post Carrier Only	
<p>Parcel Post Distributed To Me For Delivery Was Left In The Office Or Returned Undelivered.</p>	
Sacks	Outside Pieces

Remarks: (Reasons for nondelivery. Report of trips omitted or curtailed. Note any other matter of which record should be made.)

Reg.	Tech or Util.	Part Time	<div style="border-left: 2px solid black; height: 20px; width: 100%;"></div>
Signature			
<p>Action Taken (<i>Manager</i>)</p>			
<div style="border-left: 2px solid black; height: 20px; width: 100%;"></div>			Date
Manager's Signature			

Mr. William H. Young
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2144

NALC# 8266
Re: Q01N-4Q-C 05022610
Class Action
Washington DC 20260-4100

Dear Mr. Young:

Recently, our representatives met at the Interpretive Step to discuss the above-referenced grievance.

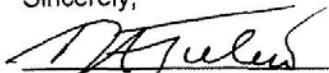
After reviewing this matter, the parties agree to resolve this dispute based on the following:

The Delivery Operations Information System (DOIS) is a management tool for estimating a carrier's daily workload. The use of DOIS does not change the letter carrier's reporting requirements outlined in section 131.4 of Handbook M-41, the supervisor's scheduling responsibilities outlined in section 122 of Handbook M-39, or the letter carrier's and supervisor's responsibilities contained in Section 28 of Handbook M-41. DOIS projections are not the sole determinant of a carriers leaving or return time, or daily workload. As such, the projections cannot be used as the sole basis for corrective action. A five minute time credit for lines 8-13 will be added or when route inspection data is available for lines 8-13 the actual average information will be used for daily workload projections.

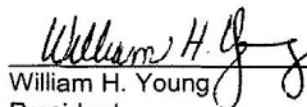
Management is responsible for accurately recording volume and other data in DOIS. Other than obvious data entry errors, route based information may only be changed through a full-count and inspection or minor route adjustment. Additionally, the parties have previously agreed that functions in DOIS which relate to the route inspection and adjustment process must be in compliance with the city letter carrier route adjustment process in Subchapter 141 and Chapter 2 of the M-39 Handbook. Exceptions are offices that have jointly established an alternate route adjustment method. DOIS base information in such offices shall, as appropriate, comply with the alternate route adjustment method.

Please sign and return the enclosed copy of this decision as acknowledgment of your agreement to settle this grievance.

Sincerely,



Doug Tulino
Vice-President
Labor Relations
U.S. Postal Service



William H. Young
President
National Association of
Letter Carriers, AFL-CIO

Date: 7-30-07

The terms of this settlement became effective September 11, 2007 with ratification of the 2006-2011 National Agreement.

Work Methods

This section deals with the approved methods for delivering multiple bundles of mail. It is meant to supplement the training you received in the carrier academy and your on-the-job training. It explains some common work methods that you should be aware of each day and where to find the rules that created these methods.

Different types of mail are commonly referred to as bundles. The bundles that you will deliver on a daily basis are residual (cased) mail and Delivery Point Sequence (DPS) mail. Some routes will also receive Flats Sequencing System (FSS) mail.

Residual mail – Mail sorted into delivery sequence by the letter carrier in the office. This bundle may contain both letter size mail and flat mail.

DPS mail – Letter size mail that is sorted into delivery sequence by a machine in a mail plant.

FSS mail – Flat (magazine) size mail that is sorted into delivery sequence by a machine in a mail plant. Not all routes receive FSS mail.

You may also receive additional bundles of mail that are supplied in delivery order by the mailer. They may or may not be addressed to the individual deliveries on the route. Addressed mailing that is in delivery order is called Walk Sequence Saturation (WSS) mail. If the mailing is not addressed, it is known as a simplified mailing. In place of an address on a simplified mailing you will see terms such as Postal Customer or Current Resident.

These additional bundles of mail are handled differently depending on a few variables listed below.

- The number of bundles of mail to deliver
- Are they park and loop or foot deliveries
- Are they curblines/mounted/riding deliveries
- The number of deliveries on the route receiving mail from the additional bundle

We will first look at work methods on park and loop or foot routes. Next, we will talk about working mail on curblines/mounted/riding routes. If your office is receiving and delivering Flats Sequencing System (FSS) mail, read that section of this guide for some further understanding of handling this type of mail.

Park and Loop or Foot Deliveries

National level settlement M-01663 states in relevant part:

“The parties agree that under no circumstances will city letter carriers on park and loop or foot deliveries be required to carry more than three bundles.”

The first two bundles will normally be DPS and residual mail. The third bundle can be FSS, WSS or

unaddressed mailings.

WSS mail is prepared in the order of delivery by the mailer. If you look above and to the right of the address, you should see the letters “WSS.” M-01663 sets standards that WSS mail must meet in order to be carried as a third bundle. M-01663 states in relevant part:

“...city letter carriers on park and loop or foot deliveries who currently carry three bundles will continue to carry as a third bundle, within weight restrictions, Enhanced Carrier Route (ECR) and Periodicals walk sequenced letter or flat mailings (WSS) that have either 90% or more coverage of the total active residential addresses, or 75% or more of coverage of the total number of the active deliveries on a route.”

M-01663 appears in its entirety on the next two pages.

In order to be carried as a third bundle, WSS mail must meet one of the standards by covering either:

1. 90% of all active residential deliveries on the route
2. 75% of the total active deliveries on the route

What about unaddressed mailings? They count as one of the three bundles you can be required to carry. Don't let anyone try to tell you any different! Management can instruct you to put enough unaddressed mail pieces for the relay behind another bundle of mail. However, just remember that one bundle of mail + one bundle of unaddressed mail always = two bundles of mail. This is true no matter how you organize your bundles. When you add DPS, that makes three bundles. Any additional bundles exceeding the three bundle limit, that management instructs you to deliver, have to be merged by collating or casing the additional set(s) of mail into three bundles (no exceptions).

The third bundle may be carried either in your satchel or on your arm, at your option. The second paragraph in M-01663 quoted above states in relevant part:

“...the individual city carrier will determine whether he/she carries the third bundle on the arm or in the satchel”

Mr. William H. Young
President
National Association of Letter
Carriers, AFL-CIO
100 Indiana Avenue, NW
Washington, DC 20001-2144

NALC# 7877 & 7787
RE: Q98N-4Q-C 01045570
Class Action
Washington, DC 20260-4100

Q98N-4Q-C 00189552
Class Action
Washington DC 20260-4100

Dear Mr. Young:

This is in response to ongoing discussions on the above-cited cases which are currently pending national-level arbitration.

Case Q98N-4Q-C 01045570 arose as a result of the application of the March 21, 2000, Memorandum of Understanding (MOU) *Re: City Letter Carrier DPS Work Methods*. The issue in this grievance is whether city letter carriers in a DPS environment using the vertical flat case (VFC) work method on park and loop or foot deliveries may be required to carry pre-sequenced addressed mail as a third bundle, when DPS letters and cased mail (flats and non-DPS letters) constitute the first and second bundles.

The parties agree that:

1. The March 21, 2000 MOU did not provide the Postal Service with the right to require letter carriers on park and loop or foot deliveries to carry pre-sequenced addressed mail as a third bundle.
2. The parties' prior agreements for carrying third bundles were not modified in any way by the March 21, 2000 MOU. These prior agreements include the following two circumstances:
 - a. pursuant to the 1980 'simplified address mail' agreement, which allows the placement of such unaddressed mail on the bottom of the appropriate mail bundle; and
 - b. in accordance with the 1992 memorandum providing for the DPS composite work method, which includes residual letters, DPS letters, and flats.

Case #Q98N-4Q-C 00189552 arose as a result of handbook modifications indicating that city letter carriers on park and loop or foot deliveries may be required to carry up to three bundles of mail.

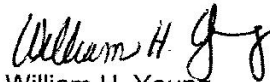
Notwithstanding the above agreement, the parties recognize that the Postal Service and its employees have an obligation to the American public to provide cost effective quality mail service. We also recognize that the changing nature of the mail (e.g., decreasing First-Class Mail volume, increasing parcels and increasing automation) necessitate changes in our work methods. Therefore, the parties further agree that:

1. In accordance with the recognitions cited in the above paragraph, effective with the signing of this agreement the parties agree that city letter carriers on park and loop or foot deliveries who currently carry three bundles will continue to carry as a third bundle, within weight restrictions, Enhanced Carrier Route (ECR) and Periodicals walk sequenced letter or flat mailings (WSS) that have either 90% or more coverage of the total active residential addresses, or 75% or more coverage of the total number of active deliveries on a route.
2. The parties will establish a joint work group to examine the various methods of mail delivery on park and loop and foot deliveries. The objective of the work group will be to develop safe and efficient delivery methods for handling three bundles of addressed and/or unaddressed mail on routes with these types of deliveries. The work group will develop appropriate methods in the current DPS letter environment and it will complete its mission within sixty days of this agreement. After that sixty day period all city carriers on park and loop and walking deliveries will be required to carry three bundles using methods from the work group, unless management determines that fewer than three bundles will be used. If the work group does not reach agreement within sixty days, all city carriers on park and loop and walking deliveries will, unless otherwise determined by management, be required to carry three bundles, but the individual city carrier will determine whether he/she carries the third bundle on the arm or in the satchel. Regardless of the work method, the third bundle must meet the requirements of paragraph 1, above.
- 3: The parties agree that under no circumstances will city letter carriers on park and loop or foot deliveries be required to carry more than three bundles.

This agreement resolves and closes all outstanding disputes at all levels of the grievance-arbitration procedure concerning city carriers on park and loop or foot routes being required to carry three bundles. The parties will meet at the appropriate level on all held cases to determine if they involve other issues. If a grievance contains issues other than third bundle, those issues will be addressed pursuant to Article 15 of the National Agreement. Please sign below to agree to resolve these disputes and remove these cases from the national arbitration docket.



Doug Tulino
Vice-President
Labor Relations
U.S. Postal Service



William H. Young
President
National Association of
Letter Carriers, AFL-CIO

Date: 7/30/07

The terms of this settlement became effective September 11, 2007 with ratification of the 2006-2011 National Agreement.

Curbline/Mounted/Riding Deliveries

Section 322.12 of *Handbook M-41, City Delivery Carriers Duties and Responsibilities* is where you will find the work method for curbline/mounted/riding deliveries.

322.12 ***Any sequenced mailing received by a motorized curb delivery route shall be handled as separate bundles, unless the Delivery unit manager authorizes the casing and/or collating of the mailings.***

This language gives management the right to instruct letter carriers to deliver more than three bundles of mail on a curbline/mounted/riding route. This same language also gives management the right to instruct us to case or collate this mail. When it comes to curbline/mounted/riding routes, the choice is management's to make. The unfortunate side is that it often takes more time to follow the instructions given than if you were allowed to handle the mail in another way.

When you are instructed to carry more than three bundles on a curbline/mounted/riding route, there are several references in *Handbook M-41* and one in *Handbook M-39* about where to place all bundles of mail in the vehicle.

The following guidance is from *Handbook M-41*:

322.11 ***Letter size mail for the entire route may be placed in suitable trays or boxes ... Place the container of mail in the vehicle's tray so the letter mail faces the driver...***

322.22 ***Flats may be worked from a loosened strap placed to the right of the letter tray or box.***

812.5 ***Arrange letter mail, flat mail, and small parcels in the work tray provided on the ledge behind the windshield so as not to obstruct vision or use of the vehicle controls. Trays must not be piled on top of other trays on the ledge behind the windshield.***

The following guidance is from *Handbook M-39, Management of Delivery Services*:

125.1 ***...On curbline routes, the working trays of letter and flat mail should be placed on the vehicle's working shelf with the addresses faced so the carrier can easily read them. Flat mail is placed to the right of the letter mail.***

These references above say that letter carriers should work all bundles of mail from the working tray in the vehicle with the addresses facing him or her.

The next question is "How do you do that?" The best answer at this point is to carry more than one bundle in the working tray(s) as needed. NALC has worked, and will continue to work, with the Postal Service to find more efficient ways to handle multiple bundles of mail on a curbline/mounted/riding route without compromising safety. If you have ideas, please send them to the Director of City Delivery at NALC headquarters.

Flats Sequencing System (FSS) Work Methods

The work methods in FSS sites are no different from the ones explained previously. The only difference is that FSS sites have three bundles every day. National level settlement M-01697 is the authority on FSS work methods. A copy of M-01697 appears in its entirety at the end of this section.

This agreement begins by making it clear that letter carriers on park and loop or foot routes will not be required to carry more than three bundles (including when unaddressed mail is involved). It also provides that any collating work has to be done in the office when more than three bundles are present. There are two options for collating mail in the office. M-01697 states in relevant part:

In order to maintain three bundles on pre-sequenced mail days, letter carriers serving park and loop or foot deliveries may only be assigned to either:

- ***case residual mail, then collate with FSS mail while in the office (the pre-sequenced bundle must meet the definition of a third bundle under the Interpretive Step agreement for case Q98N-4Q-C 00189552) or,***
- ***case residual mail, then collate with the pre-sequenced addressed mail during pull down while in the office. [emphasis added]***

What if you are instructed to carry a set of addressed circulars (pre-sequenced mail) and a set of unaddressed circulars on the same day? In this situation, you would still have to collate as many bundles as necessary to get down to three bundles to carry to the street.

M-01697 goes on to say:

“There is no change to current work methods for other types of deliveries.”

This means that multiple bundles on curblin/mounted/riding routes in FSS sites should be handled in the same manner as described previously.

If you receive different instructions than what you have read anywhere in this section, you should first follow the instructions and, when you get done, promptly request to see your shop steward and ask him/her to investigate the matter.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

Re. Approved FSS Work Methods

Pursuant to the September 11, 2007 Memorandum of Understanding, Re: *FSS Work Methods*, the parties established a joint task force for the purpose of exploring alternative work methods necessary for handling mail in an FSS environment. After reviewing the task force final report, the parties agree to the following methods for handling mail in an FSS environment:

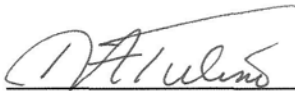
- City letter carriers serving park and loop or foot deliveries will not be required to carry more than three bundles.
- In order to maintain three bundles on pre-sequenced mail days, letter carriers serving park and loop or foot deliveries may only be assigned to either:
 - case residual mail, then collate with FSS mail while in the office (the pre-sequenced bundle must meet the definition of a third bundle under the Interpretive Step agreement for case Q98N-4Q-C 00189552) or,
 - case residual mail, then collate with the pre-sequenced addressed mail during pull down while in the office
- There is no change to current work methods for other types of deliveries.
- When a simplified mailing is carried as a third bundle by city letter carriers serving park and loop or foot deliveries, the simplified mailing will be placed on the bottom of the appropriate bundle. In order to maintain three bundles in this circumstance, residual mail and any pre-sequenced mail delivered that day will be collated with the FSS mail.
- City carrier case configurations will be consistent with requirements in Methods Handbooks M-39 and M-41. City carriers working in an FSS environment will be consulted before case configuration changes are implemented.

The national parties contemplate that the local parties may jointly formulate a new work method and conduct a limited test of the method on one or a few routes. If the test is successful, the local parties may apply to the national joint body for approval of the method.

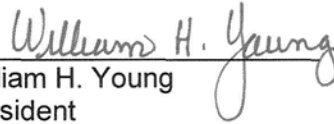
The parties further agree that the task force will continue to function for the sole purpose of reporting on satchel testing at the Fairfax, Virginia Main Post Office.

The task force will submit a supplemental report after evaluating results of the satchel test.

The parties understand that there may be a need to modify or change work methods as we become more proficient at operations in an FSS environment. The parties recognize and acknowledge that any change to work methods for handling mail in an FSS environment that is not expressly adopted through this report must be consistent with the terms of the National Agreement, including, if appropriate, any notice and/or procedural requirements.



Doug A. Tulino
Vice President
Labor Relations
U.S. Postal Service



William H. Young
President
National Association of Letter
Carriers, AFL-CIO

Date: 11/24/08

Use of Privately Owned Vehicles

The Memorandum of Understanding below covers the use of privately owned vehicles. Although this is an APWU Memorandum of Understanding, it is included in the 2011-2016 National Agreement on page 228 and applies to letter carriers, including CCAs.

Re: Use of Privately Owned Vehicles

The parties agree that the following represents the policy of the U.S. Postal Service and the American Postal Workers Union concerning the furnishing of privately owned vehicles (POV) by employees of the crafts represented by the APWU:

No craft employee represented by the APWU may be coerced into furnishing a vehicle or carrying passengers without the employee's consent. The use of a personal vehicle is the decision of the employee and it is not the intent of the parties to discourage such use of personal vehicles when transportation is needed from one postal facility to another or in the completion of the employee's assignment. When an employee begins his/her work day at one postal unit and is provided transportation to another unit to complete his/her tour of duty, that employee will be provided transportation back to the unit where his/her tour began if transportation is needed. If the employee ends tour at the new location the return trip will not be on the clock but transportation will be provided promptly by management upon request.

This is further addressed in question 82 of the Questions and Answers, 2011 USPS/National Association of Letter Carriers National Agreement.

82. May CCAs enter into City Carrier Transportation (Driveout) Agreements, as defined in Article 41.4 of the National Agreement?

No, Article 41.4 does not apply to CCAs. However, the Memorandum of Understanding, Re: Use of Privately Owned Vehicles applies to CCAs. In circumstances where the postmaster or station manager determines that use of a personal vehicle is necessary for business purposes, a CCA may voluntarily elect to use his/her vehicle. Such agreement must be made through PS Form 8048, Commercial Emergency Vehicle Hire, with the daily rate for vehicle use mutually agreed to by the postmaster or station manager and the employee. The postmaster or station manager must then forward the completed form to the servicing Vehicle Maintenance Facility manager.

If you are required to use your own vehicle in violation of the above references, see your shop steward or NALC branch officer.

Additional Rights and Benefits Upon Conversion to Career



Security Check - Fingerprints

When you were hired by the Postal Service as a CCA you were required to pass a security check called a Special Agency Check with Inquiries (SACI). When you are converted to full-time career status, you are further required to have a National Agency Check with Inquiries (NACI). The NACI is more extensive, however both of these security checks require you to be fingerprinted. These requirements can be found in Section 56 of *Handbook EL-312*, which reads:

56 ***New Hire Investigations***

561 ***General***

A National Agency Check with Inquiries (NACI) is required for newly selected career employees and a Special Agency Check with Inquiries (SACI) is required for newly selected noncareer employees.

The fingerprinting for the NACI upon conversion was being handled differently around the country. In many locations the Postal Service was requiring newly-converted CCAs to obtain their own fingerprints at their own cost and on their own time. NALC branches started filing grievances alleging that all time, including travel time, spent by these employees to obtain fingerprints and any other security clearance requirement constituted compensable time.

This issue was settled at the national-level interpretive step in M-01854. The settlement in relevant part reads as follows:

The issue of this case concerns the compensability of time spent and costs incurred by city carrier assistants (CCAs) when obtaining fingerprints for the background investigation required for conversion to full-time career status.

After reviewing this matter, the parties agree to resolve this grievance based on the following:

Reasonable and necessary time spent by CCAs obtaining fingerprints necessary for a background investigation under the subject circumstance is compensable time. Additionally, the Postal Service is responsible for any direct costs for fingerprinting.

Determining the need for and procedures used to obtain background investigations, including acquiring fingerprints, is within the sole discretion of management.

If you are required to obtain fingerprints off the clock or required to pay for them yourself, promptly report it to your shop steward or an NALC branch officer.

Health Benefits - Federal Employees

Health Benefits Program (FEHBP)

Once you are converted to a career position you have 60 days to enroll in a FEHB health plan. You will receive a package of information in the mail that will include a brochure listing the available plans and their cost.

The FEHB program has many plans to choose from including the NALC Health Benefit Plan (HBP). The NALC HBP is a comprehensive plan that has provided letter carriers and their families with first rate health insurance since 1950. The plan is owned and operated by letter carriers and pays particular attention to their health needs. The plan is not-for-profit, its only focus is the health of its members.

The premiums for the plan you choose will be split between you and the Postal Service. Article 21 of the National Agreement sets the percentage of the premiums that will be paid by each. For plan year 2015, USPS will pay 77% of the weighted bi-weekly premiums as determined by the Office of Personnel Management. The USPS portion is set at 76% for plan year 2016. This is outlined in Article 21, Section 1.B of the National Agreement, which reads:

- B. For career employees on the rolls prior to January 12, 2013, the bi-weekly Employer contribution for self only and self and family plans is adjusted to an amount equal to 80% in 2013, 78% in 2014, 77% in 2015, and 76% in 2016, of the weighted average bi-weekly premiums under the FEHBP as determined by the Office of Personnel Management. For career employees hired on or subsequent to January 12, 2013, the bi-weekly Employer contribution for self only and self and family plans is adjusted to an amount equal to 77% in years 2013 through 2015, and 76% in 2016, of the weighted average bi-weekly premiums under the FEHBP as determined by the Office of Personnel Management. The adjustment begins on the effective date determined by the Office of Personnel Management in January 2013, January 2014, January 2015, and January 2016.***

If you were enrolled in the USPS Non-Career Employee Health Benefits Plan and converted to a career position, your enrollment is terminated the last day of the month that is 28 days after you are converted to a career position. If you choose to enroll in a FEHB plan your USPS Non-Career Employee Health Benefits Plan coverage will end when your FEHB coverage begins.

It is recommended that you enroll in the FEHBP as soon as possible to avoid any gap in coverage or to start receiving health benefits. Enrollment is not retroactive. Your coverage in your FEHBP plan will begin the first day of the first pay period after Human Resources receives your election. To sign up for a FEHBP plan it is recommended that you use the postal ease website: <https://ewss.usps.gov/>, an employee self-service kiosk (available in some facilities), or on the Postal Service Intranet (on the Blue page). Have all of your enrollment information available. This is the fastest way to receive coverage.

If you do not enroll during your first 60 days after being converted to career, you will have to wait

to enroll during Open Season unless you have a Qualifying Life Event (QLE). A list of QLEs can be found at <http://www.opm.gov/healthcare-insurance/life-events>.

For more information on the FEHBP plans and coverage visit <http://www.opm.gov/healthcare-insurance/healthcare>.

Life Insurance

Federal Employees Group Life Insurance

Article 21, Section 2 of the National Agreement provides that the employer shall maintain the current life insurance program in effect during the term of this agreement. It reads:

Section 2. Life Insurance

The Employer shall maintain the current life insurance program in effect during the term of this Agreement.

The current life insurance program is the Federal Employees Group Life Insurance (FEGLI) Program. The FEGLI is administered by the Office of Personnel Management (OPM). The regulations for the FEGLI are in the *Employee and Labor Relations Manual (ELM)*, Section 530. However, relevant provisions of law and OPM regulations are controlling in the event of conflict with the instructions contained in the *ELM*. *ELM*, Section 531.1 reads:

531.1 General

The OPM administers the Federal Employees' Group Life Insurance (FEGLI) Program. The FEGLI law, policies, and regulations issued by OPM, including those governing eligibility and benefits, are controlling in the event of conflict with these instructions.

Basic Coverage

Once you are converted to career status you are automatically enrolled in FEGLI to receive basic life insurance unless you waive coverage. The basic coverage begins the first day you are in a pay and duty status after you are converted to career. USPS pays the entire cost of the basic coverage. The amount of coverage is your annual rate of base pay rounded up to the next even \$1,000 plus \$2,000.

Accidental Death and Dismemberment

Accidental Death and Dismemberment (AD&D) insurance is automatically included in basic life insurance at no additional cost. It is equal to your basic insurance amount described above.

Optional Coverage

Above the basic insurance, the FEGLI has additional optional coverage that you can purchase for you or your spouse and dependents. To elect any of the optional coverages, you must enroll within 31 days from the day you were converted to full-time career status. The cost is determined by the amount and type of coverage you choose and your age. Optional insurance for new employees is effective on the first day you are in a pay and duty status in an eligible position or after the day your local personnel office receives your election.

Enrollment

To enroll you must submit a completed Life Insurance Election form (SF 2817) to your local personnel office within 31 days of your conversion to career. You may find SF 2817 at http://www.opm.gov/forms/pdf_fill/sf2817.pdf. Eligibility to enroll in optional insurance after your first 31 days is limited. Open Season for FEGLI is rare and the most recent FEGLI open seasons were held in 2004 and 1999. Outside of an open season, eligible employees can enroll or increase their coverage by taking a physical exam or with a Qualifying Life Event (QLE). A list of QLEs can be found at <http://www.opm.gov/healthcare-insurance/life-events/>. For more information on FEGLI, visit www.opm.gov/healthcare-insurance/life-insurance.

For Union Members Only

NALC members may also purchase life insurance from the NALC-owned U.S. Letter Carriers Mutual Benefit Association (MBA). The MBA, founded in 1891, was created for the benefit of National Association of Letter Carriers members and their families. Insurance plans offered by the MBA are designed to give NALC members and their families the best possible protection for the lowest cost.

For more information on the NALC MBA visit www.nalc.org/member-benefits/mutual-benefit-association.

Retirement – Federal Employees Retirement System (FERS)

Once you are converted to full-time career status, you will be automatically enrolled in the Federal Employees Retirement System (FERS). FERS was created by Congress in 1986 and became effective on January 1, 1987. Federal civilian employees in many agencies are covered by FERS.

The Federal Employees Retirement System has three components:

- FERS Basic Benefit Plan
- Social Security
- Thrift Savings Plan (TSP)

The FERS Basic Benefit and Social Security are defined benefit plans. The Postal Service will withhold your share of the cost of the basic annuity and Social Security each pay day.

The Thrift Savings Plan (TSP) is different. You have complete control over how much you contribute and the funds that money is invested in. The decisions you make over time will directly affect the future value of your TSP. The Postal Service automatically contributes 1% of your base pay and will match your contributions up to 5% of your base pay. If you contribute nothing you will still receive the 1%.

Participation in the TSP is voluntary. However, when you are converted to full-time career status, you will automatically be enrolled in the TSP and 3% of your base pay will be deducted from your paycheck each pay period and deposited in the traditional balance of your TSP account, unless you have made an election to change or stop your contributions. To increase, decrease or cancel your contributions, log onto <http://liteblue.usps.gov> with your employee ID and password. To change the allocation of your TSP investments, log onto www.tsp.gov once you receive your TSP account number and password. Some contributions to the TSP are tax deferred, which provides you with a tax benefit at the time of your contribution. The Thrift Savings Plan is administered by the Federal Retirement Thrift Investment Board.

For more information on FERS, visit their website at www.opm.gov/retirement-services/fers-information. For more information on the TSP, visit their website at www.tsp.gov. For more information on Social Security, visit their website at www.ssa.gov.

When converted to full-time career status, CCAs who participate in the NALC CCA Retirement Saving Plan may transfer their savings to the Thrift Savings Plan once they become full-time career letter carriers. The surrender charge will be waived in this instance only.

Probationary Periods

Upon conversion to full-time career status, Article 12 Section 1 of the National Agreement requires a probationary period. This section provides that new employees shall serve a 90 calendar day probationary period and states:

Section 1. Probationary Period

- A. The probationary period for a new employee shall be ninety (90) calendar days. The Employer shall have the right to separate from its employ any probationary employee at any time during the probationary period and these probationary employees shall not be permitted access to the grievance procedure in relation thereto. If the Employer intends to separate an employee during the probationary period for scheme failure, the employee shall be given at least seven (7) days advance notice of such intent to separate the employee. If the employee qualifies on the scheme within the notice period, the employee will not be separated for prior scheme failure.**

However, the Memorandum of Understanding (MOU) *Re: Article 12.1 – Probationary Period* that appears in Appendix B of the National Agreement states that:

Re: Article 12.1 - Probationary Period

City carrier assistants who successfully complete at least two successive 360 day terms after the date of this agreement will not serve a probationary period when hired for a career appointment, provided such career appointment directly follows a city carrier assistant appointment.

The NALC and USPS clarified the meaning of the MOU in the Questions and Answers which states in relevant part:

36. Does a CCA who receives a career appointment go through a 90 calendar day probationary period as a career city letter carrier?

Yes, except in the following circumstances:

- The employee has successfully completed two successive 360-day appointments as a CCA, provided the career appointment directly follows a CCA appointment. See Memorandum of Understanding, Re: Article 12.1- Probationary Period.**
- The employee was a city carrier transitional employee placed into a CCA position following a one-day break in service in accordance with the January 31, 2013 Memorandum of Understanding, Re: Break in Service. The TE service does not apply, but completion of a total of 720 days as a CCA in successive appointments**

satisfies the two successive 360-day appointments required by the Memorandum of Understanding, Re: Article 12.1- Probationary Period.

- ***When, during the term of the Memorandum of Understanding, Re: Sunday Delivery - City Carrier Assistant Staffing, the employee is converted to full-time career status and successfully served a cumulative 360 days as a city carrier assistant directly before conversion to full-time career status.***

The NALC has negotiated a series of MOUs that affect when a newly converted CCA employee must serve this probationary period. The most recent being the MOU *Re: Sunday Delivery - City Carrier Assistant Staffing* (M-01857) signed on April 1, 2015.

This latest MOU states that CCAs who have completed a cumulative 360 days as a CCA will not serve a probationary period for as long as the agreement remains in effect. The MOU is set to expire at the same time as the National Agreement, May 20, 2016, and reads in part:

MOU Re: Sunday Delivery - City Carrier Assistant Staffing (M-01857)

City carrier assistants converted to full-time career status during the term of this agreement will not serve a probationary period when hired for a career appointment provided the employee successfully served a cumulative 360 days as a city carrier assistant directly before conversion to full-time career status.

While this MOU is in effect, city carrier assistants who have served a cumulative 360 days as a CCA directly before conversion to full-time career status will not serve the 90 calendar day probationary period.

Seniority

Craft seniority is the length of time you work as a career employee within an installation compared to the other employees in the same craft employed at that installation.

Computing Seniority

You start earning seniority on the day you become full-time career and you continue to earn seniority as long as your service as a letter carrier is uninterrupted in the letter carrier craft in the same installation. This is addressed in Article 41, Section 2.A.2 of the National Agreement as follows:

Article 41.2.A.2:

- 2. Seniority is computed from date of appointment in the Letter Carrier Craft and continues to accrue so long as service is uninterrupted in the Letter Carrier Craft in the same installation, except as otherwise specifically provided.**

Seniority Tiebreakers

If two or more CCAs are converted to career in the same installation on the same day, their position on the relative standing list as a CCA is used to determine who is higher on the seniority list. When two or more full time positions are filled on the same day by a combination of CCA conversions to full-time career status and the acceptance of voluntary transfers, the current career employees will normally be placed ahead of the CCAs being converted.

An exception to this is if the CCA(s) with the highest relative standing has previous career service and it is determined through the application of Article 41.2.B.7 of the National Agreement that those CCA(s) are senior to the transferring employee. In this case the CCA(s) would be placed ahead of the transferring employee. In no case can a CCA with lower relative standing be placed on the seniority list ahead of a CCA with higher relative standing who was converted to career on the same day within the installation.

These tie breaking procedures are explained in the Questions and Answers 2011 USPS/NALC National Agreement, question 67, which reads:

67. How is a tie addressed when more than one employee is placed in full-time career city letter carrier duty assignments in an installation on the same date through either transfer/reassignment or CCA conversion to full-time?

Placement on the seniority list is determined by the following:

- If two or more full-time career assignments in an individual installation are filled on the same date by only CCAs, placement on the career city letter carrier craft seniority list will be determined based on the relative standing in the installation.**
- When two or more full-time career assignments in an individual installation are**

filled on the same date by only career employees through reassignment/transfer, placement on the city carrier craft seniority list will be determined by application of Article 41.2.B.7 of the National Agreement, as appropriate.

- *Current career employees will normally be placed ahead of CCAs on the seniority list when two or more full-time career assignments are being filled in an individual installation on the same date from both reassigned/transferred and CCA employees. An exception may occur when the CCA(s) with the highest relative standing has previous career service. In such case the CCA(s) will be placed ahead of the career employee only if he/she is determined to be senior to the transferred/reassigned employee by application of Article 41.2.B.7 of the National Agreement. In no case will a CCA with lower relative standing be placed on the seniority list ahead of a CCA with higher relative standing who is converted to career on the same date in the installation.*

Benefits of Seniority

Full-time regular and full-time flexible letter carriers may use their seniority for bidding on preferred letter carrier assignments and other purposes such as selecting annual leave. Article 41, Section 2.B.1 of the National Agreement provides:

Article 41.2.B.1

1. ***Seniority for bidding on preferred Letter Carrier Craft duty assignments and for other purposes for application of the terms of the National Agreement shall be restricted to all full-time regular and full-time flexible city letter carriers.***

See the Bidding and Leave sections in this guide for more clarification.

Seniority if You Transfer to Another Installation

If you transfer from one installation to another as a career employee, you will begin a new period of seniority. This is outlined in Article 41, Section 2.G.3 of the National Agreement as follows:

Article 41.2.G.3

G. Changes in Which a New Period of Seniority is Begun:

3. ***When a letter carrier transfers from one postal installation to another at the carrier's own request (except as provided in subsection E of this Article).***

If you have any further questions on seniority contact your shop steward or an NALC branch officer.

Leave

The leave provisions outlined in the National Agreement as well as USPS handbooks and manuals are extremely important benefits which all letter carriers enjoy. The following topics discuss the various types of leave as well as the rules regarding leave, as they pertain to career employees.

Annual Leave

Annual leave is paid vacation time. The rate of annual leave earnings, which is discussed more extensively in the next section, is based on “creditable service,” that is, total cumulative federal service (employment), including certain kinds of military service.

Annual leave is paid at an employee’s regular straight-time rate and is limited to a maximum of eight hours during any single day.

Letter carriers typically use annual leave in three ways:

1. By annual bidding in advance, based on seniority, on vacation time as specified in the National Agreement and in your Local Memorandum of Understanding (LMOU).
2. Other requests for annual leave, as needed throughout the year.
3. Emergency annual leave taken for emergencies.

The use of annual leave is not limited to the categories described above. Those are just the most common reasons that letter carriers use their annual leave. In the event you would exhaust all of your sick leave, which will be discussed later in this guide, you could use your annual leave to cover illnesses, injuries, appointments or anything which you would normally use sick leave for. Annual leave is a great benefit which all letter carriers enjoy.

Annual Leave Accrual and Crediting—Full-time Employees

Full-time employees earn and are credited with annual leave as set forth in the *Employee and Labor Relations Manual (ELM)* Section 512.311, reproduced below:

ELM 512.311 Full-Time Employees

The following provisions concern full-time employees:

a. Accrual Chart. Full-time career employees earn annual leave based on their number of creditable years of service:

Leave Category	Creditable Service	Maximum Leave Per Year
4	Less than 3 years	4 hours for each full biweekly pay period; i.e., 104 hours (13 days) per 26-period leave year.
6	3 years but less than 15 years	6 hours for each full biweekly pay period plus 4 hours in last full pay period in calendar year; i.e., 160 hours (20 days) per 26-period leave year.
8	15 years or more.	8 hours for each full biweekly pay period; i.e., 208 hours (26 days) per 26-period leave year.

b. Credit at Beginning of Leave Year. Full-time career employees are credited at the beginning of the leave year with the total number of annual leave hours that they will earn for that leave year.

c. Changes in Employee's Accrual Rate. Leave credit at the beginning of the leave year reflects any change in an employee's accrual rate for that year.

d. Change From Part-time to Full-time. An employee who changes from a part-time to a full-time employee after the start of a leave year is credited with the annual leave to be earned for the remainder of the leave year.

e. Nonpay Status. Leave credit for periods in which an employee is in a nonpay status is reduced during the leave year as follows:

(1) When an employee's absence in a nonpay status totals the equivalent of 1 pay period of regular service during the leave year (10 days or 80 hours), credit for leave is reduced by the amount of leave earned by the employee in a pay period.

(2) When an employee has one or more periods of LWOP during the leave year, all hours in a nonpay status (during periods in which the employee earned annual leave) are totaled to reduce leave credits.

To summarize, an employee newly-converted to full-time status will:

- Accrue leave based on their total creditable years of career service in the amounts per pay period listed in the chart above.
- Receive their leave at the beginning of the year.
- Receive their leave prorated at the beginning of the year, based on when they might step up to the next accrual rate based on their total years of creditable service.

- Receive the leave they are expected to earn for the remainder of the year, from the point they are converted to full-time status.
- Have their leave balance reduced, by the amount of leave they earn each pay period, for every 80 hours of Leave Without Pay they take throughout the year.

Employees who have less than three years of creditable service will receive 13 days per year of annual leave. Once he or she reaches three years of creditable service, they will earn 20 days of annual leave per year until they reach 15 years of service at which point he or she will start earning 26 days per year of annual leave.

Authorizing Annual Leave

In order to request annual leave and have it approved in advance, letter carriers must submit PS Form 3971, *Request for, or Notification of, Absence* notifying their supervisor of their desire to schedule leave and have it authorized. Authorization of annual leave is covered by the provisions of ELM 512.411 outlined below:

512.411 General

Except for emergencies, annual leave for all employees except postmasters must be requested on PS Form 3971 and approved in advance by the appropriate supervisor.

Anytime you are requesting annual leave, you should always request it from your supervisor by completing and submitting a PS Form 3971, described next. This is the proper way to request leave; plus you should always have a supervisor provide you with a copy of your completed and signed PS Form 3971 to protect you in the event it gets lost or misplaced.

PS Form 3971, Request for, or Notification of, Absence (Annual Leave)

As stated above, PS Form 3971 is the form used to request annual leave. The ELM, Section 512.42 states below what you should do when requesting annual leave, as well as what your supervisor should do after you request the leave:

512.42 PS Form 3971 Request for or Notification of Absence

512.421 Purpose

Request for annual leave is made in writing, in duplicate, on PS Form 3971.

512.422 Approval or Disapproval

The supervisor is responsible for approving or disapproving the request for annual leave by signing PS Form 3971, a copy of which is given to the employee. If a supervisor does not approve a request for leave, the Disapproved block on PS Form 3971 is checked and the reasons given in writing in the space provided. When a request is disapproved, the granting of any alternate type of leave, if any, must be noted along with the reasons for dis-

approval. AWOL determinations must be similarly noted.

Remember to always submit your request in duplicate and make sure your supervisor responds to your request. If your supervisor denies your leave request and you feel it was wrongly denied, consult with your shop steward or an NALC branch officer to get his or her opinion. Leave rules can differ from office to office, due to locally negotiated provisions. At times those provisions can be difficult to understand and a representative of the union would be the best person to explain those provisions to you.

Annual Leave Vacation Planning

Article 10.3.A of the National Agreement, reproduced below, establishes a program that allows for letter carriers to select annual leave periods to plan for vacation:

Section 3. Choice of Vacation Period

A. It is agreed to establish a nationwide program for vacation planning for employees in the regular work force with emphasis upon the choice vacation period(s) or variations thereof.

Vacation planning can be different from office to office, depending on locally negotiated memorandums of understanding (LMOU) which may state how and when the letter carriers in that specific office select vacation. Generally, the number of people allowed off at any given time period for pre-approved leave purposes is stated in their LMOU. Pages 10-6 through 10-7 of the 2014 NALC-USPS Joint Contract Administration Manual (JCAM) explains this process best:

Vacation Planning—Local Implementation

Article 10.3 establishes a nationwide program for vacation planning for the regular work force and specifically addresses the selection of the choice vacation period(s). Article 30 provides for local implementation of more specific leave provisions consistent with the general provisions of Article 10.

A new Local Memorandum of Understanding (LMOU) may be negotiated shortly after each new National Agreement is finalized. The LMOU is negotiated between the parties at the local level pursuant to Article 30 and covers, among other items, the operation of local vacation selection. The LMOU typically sets forth a system where the leave year is divided into times known as the “choice vacation period” (also called “prime time”) and other times which are outside the choice vacation period (“non-prime time”). For example, the choice vacation period might run from the first week of May through the last week of October.

The LMOU usually provides that full-time regular and part-time flexible letter carriers bid, based on seniority, for blocks of continuous vacation time (annual leave). Part-time regulars also may bid on vacation time, but they are a separate category for bidding on vacation time, and their seniority is normally restricted to this category. Key LMOU provisions may establish the percentage of carriers (or a fixed number of carriers) to re-

ceive vacation each week, both during the choice vacation period and during the non-choice periods. The number of carriers that must be permitted off during the choice vacation period is typically higher than the number during non-prime time.

The procedures for bidding on blocks of vacation time are controlled by the LMOU. Typically the bidding allows carriers to select available vacation slots by seniority, until all carriers have made vacation selections. Full-time regulars may bid based on all credited annual leave, including the year's annual leave credited at the start of the leave year.

The LMOU also may set forth procedures for making vacation selections during times outside of the choice vacation period; this may be handled by a second round of bidding based on seniority. In addition, the LMOU may contain rules for handling other requests for annual leave, which may be requested by individual carriers as needed throughout the year, outside of the vacation bidding process.

For the specific annual leave vacation planning provisions in your office, speak to your shop steward or an NALC branch officer.

Honoring Advance Commitments for Annual Leave

Article 10.4.D of the National Agreement states that other than in **serious** emergency situations, management must honor all previously approved annual leave. That section of the National Agreement reads as follows:

All advance commitments for granting annual leave must be honored except in serious emergency situations.

This language requires management to honor annual leave approved in advance, in nearly all circumstances. Once your supervisor approves your leave request, he or she must honor that request. In the event your supervisor should happen to inform you that your previously approved leave is being cancelled, you should immediately inform your shop steward or an NALC branch officer.

Emergency Annual Leave

If a genuine emergency requires you to take annual leave without prior approval, you must notify postal authorities promptly about the emergency and the expected length of absence. As soon as possible after returning to duty, employees must submit Form 3971 and furnish convincing evidence of the emergency to the supervisor. Although management is not required to approve requests for emergency leave, any arbitrary or unreasonable denial may be subject to a grievance. The *Employee and Labor Relations Manual (ELM)* provisions governing emergency annual leave are outlined in part below:

512.412 Emergencies

An exception to the advance approval requirement is made for emergencies; however, in these situations, the employee must notify appropriate

postal authorities of the emergency and the expected duration of the absence as soon as possible.

PS Form 3971, Request for or Notification of Absence, will be provided to the employee upon his or her return to duty.

When sufficient information to determine that the absence is covered by FMLA is not provided in advance of the absence, the employee must submit PS Form 3971 and applicable medical or other certification upon returning to duty and explain the reason for the emergency to his or her supervisor.

Anytime you need to use emergency annual leave, you should inform your supervisor as soon as possible in accordance with the local call-in procedures in your office. If you don't already know how to inform management in an emergency situation, you should consult with your shop steward or an NALC branch officer for further clarification of the procedure in your office.

For more information regarding the Family Medical and Leave Act (FMLA), refer to that section in this guide.

Sick Leave

Sick leave is to be used when you are unable to perform your duties as a letter carrier due to the fact you are ill, injured or need to receive a medical examination or treatment. *ELM* 513.11 states as such below:

513.11 Sick Leave for Employee Incapacitation

Sick leave insures employees against loss of pay if they are incapacitated for the performance of duties because of illness, injury, pregnancy and confinement, and medical (including dental or optical) examination or treatment.

Sick leave is an extremely important benefit for letter carriers and it is one of the big “perks” of being converted to full-time career status. This benefit protects you against loss of pay in the event you are unable to report to work because you are sick. Sick leave can also be used to care for a family member, which will be discussed later in this guide.

Sick Leave Accrual and Crediting—Full-Time Employees

For full-time letter carriers, sick leave is accrued at the rate of four hours per pay period. Unlike annual leave, the accrual rate does not change based on your total years of creditable service. You earn it at the same rate throughout your career. Also, unlike annual leave, sick leave is not credited to you at the beginning of the year or at the time you convert to full-time status. Sick leave is earned “as you go” and credited to your balance each pay period you are in a pay status. *ELM* 513.2 discusses this as follows:

513.2 Accrual and Crediting

513.21 Accrual Chart

Time accrued is as follows:

Employee Category	Time Accrued
Full-time employees.	4 hours for each full biweekly pay period — i.e., 13 days (104 hours) per 26-period leave year.
Part-time employees.	1 hour for each unit of 20 hours in pay status up to 104 hours (13 days) per 26-period leave year.

513.22 Crediting

513.221 General

Sick leave is credited at the end of each biweekly pay period in which it is earned. Sick leave (earned and unused) accumulates without limitation.

In the event you would be in a leave without pay (LWOP) status totaling 80 hours within a calendar year, you would not be credited with the four hours of sick leave you would normally earn on the paycheck in which you reached that 80 hours. The same would happen for each 80 hours of LWOP you would use after that. *ELM 514.24* explains this as follows:

514.24 Leave Credit Adjustment

Employees who are on LWOP for a period, or periods, totaling 80 hours (normal number of work hours in 1 pay period) during a leave year have their leave credits reduced by the amount of leave earned in 1 pay period.

For a better understanding of LWOP, refer to that section of this guide.

Authorizing Sick Leave

In order to request sick leave and have it approved in advance, letter carriers must submit PS Form 3971, *Request for, or Notification of, Absence* in order to notify their supervisor of their desire to schedule leave and have it authorized. Authorization of sick leave is covered by the provisions of *ELM 513.311* outlined below:

513.311 General

Sick leave cannot be granted until it is earned, except as provided in 513.5.

See the Advanced Sick Leave section in this guide for more information.

Anytime you are requesting sick leave in advance you should always request it from your supervisor by filling out and submitting a PS Form 3971. This is the proper way to request leave, plus you should always have a supervisor provide you with a copy of your completed and signed PS Form

3971 to protect you in the event it gets lost or misplaced. In the event you need to use sick leave for an unscheduled circumstance, you should submit a PS Form 3971 after you return to work. This will be explained in greater detail in the “Unscheduled Absence” portion of this guide.

PS Form 3971, Request for, or Notification of, Absence (Sick Leave)

As stated above, PS Form 3971 is the form used to request sick leave. The *ELM*, Section 513.34 states below what you should do when requesting sick leave, as well as what your supervisor should do after you request the leave:

513.34 PS Form 3971, Request for or Notification of Absence

513.341 General

Request for sick leave is made in writing, in duplicate, on PS Form 3971. If the absence is to care for a family member, this fact is to be noted in the Remarks section.

513.342 Approval or Disapproval

The supervisor is responsible for approving or disapproving requests for sick leave by signing PS Form 3971, a copy of which is given to the employee. If a supervisor does not approve a request for leave as submitted, the Disapproved block on the PS Form 3971 is checked and the reason(s) given, in writing, in the space provided. When a request is disapproved, the granting of any alternate type of leave, if any, must be noted along with the reason for the disapproval. AWOL determinations must be similarly noted.

Remember to always submit your request in duplicate, as it states in the *ELM*. Also make sure your supervisor responds to your request. If your supervisor denies your leave request and you feel it was wrongly denied, consult with your shop steward or an NALC branch officer to get his or her opinion.

Unscheduled Absence

There may be times where you do not know in advance that you will be unable to report to work and perform your normal letter carrier duties. You may unexpectedly become ill or injured. If this happens and either circumstance prevents you from reporting to work, that would be considered an unscheduled absence. *ELM* 513.33 describes what you should do in this situation. That section reads as follows:

513.33 Requests for Sick Leave

513.331 General

Except for unexpected illness or injury situations, sick leave must be requested on PS Form 3971 and approved in advance by the appropriate supervisor.

513.332 Unexpected Illness or Injury

An exception to the advance approval requirement is made for unexpected illness or injuries; however, in this situation the employee must notify appropriate postal authorities of his or her illness or injury and expected duration of the absence as soon as possible.

When sufficient information is provided to determine that the absence may be covered by the Family and Medical Leave Act (FMLA), the following Department of Labor forms will be mailed to the employee's address of record along with a return envelope:

a. WH 381, FMLA Notice of Eligibility and Rights and Responsibilities; and

b. One of the following forms, as appropriate:

(1) WH-380-E, FMLA Certification of Health Care Provider for Employee's Serious Health Condition.

(2) WH-380-F, FMLA Certification of Health Care Provider for Family Member's Serious Health Condition.

(3) WH-385, FMLA Certification for Serious Injury or Illness of Covered Service member — for Military Family Leave.

Note: These forms are provided for the employee's convenience, as they solicit all required information; however, employees may use another format as long as it provides complete and sufficient information as required by the FMLA. The information provided should relate only to the specific reason associated with the request for leave protection.

PS Form 3971, Request for or Notification of Absence, will be provided to the employee upon his or her return to duty.

When sufficient information to determine that the absence is covered by FMLA is not provided in advance of the absence, the employee must submit a PS Form 3971 and applicable medical or other certification upon returning to duty and explain the reason for the absence. Employees may be required to submit acceptable evidence of incapacity to work as outlined in the provisions of 513.36, Sick Leave Documentation Requirements, or noted on the reverse of PS Form 3971 or on Department of Labor Form WH-381, as applicable.

The supervisor approves or disapproves the leave request. When the request is disapproved, the absence may be recorded as annual leave or, if appropriate, as LWOP or AWOL, at the discretion of the supervisor as outlined in 513.342.

Like other forms of leave requests, if you feel an unscheduled leave request has been wrongly de-

nied by your supervisor, you should consult with your shop steward or an NALC branch officer about your situation as soon as possible.

Sick Leave for Dependent Care

In certain circumstances you are allowed to use sick leave to care for a family member. If you do, that is called sick leave for dependent care. Letter carriers are allowed to use up to 80 hours of sick leave each year to care for sick or injured family members, which is addressed in *ELM* 513.12 below:

513.12 Sick Leave for Dependent Care

A limited amount of sick leave may also be used to provide for the medical needs of a family member. Nonbargaining unit employees, and bargaining unit employees if provided in their national agreements, are allowed to take up to 80 hours of their accrued sick leave per leave year to give care or otherwise attend to a family member (as defined in 515.2(a), 515.2(b), and 515.2(c) with an illness, injury, or other condition that, if an employee had such a condition, would justify the use of sick leave. If leave for dependent care is approved, but the employee has already used the maximum 80 hours of sick leave allowable, the difference is charged to annual leave or to LWOP at the employee's option. (See 515 for information about FMLA entitlement to be absent from work.)

As defined in *ELM* 515.2, these are the family members for whom you are allowed to use sick leave for dependent care:

- a. Son or daughter — biological, adopted, or foster child, stepchild, legal ward, or child who stands in the position of a son or daughter to the employee, who is under 18 years of age or who is 18 or older and incapable of self-care because of mental or physical disability.*
- b. Parent — biological, adoptive, step or foster parent or any other individual who stood in that position to the employee when the employee was a child.*
- c. Spouse — husband or wife.*

Remember you are only allowed to use up to 80 hours of your accrued sick leave per calendar year for the purpose of sick leave for dependent care. If your supervisor approves dependent care beyond that, you will be required to use your annual leave or leave without pay (LWOP) to cover your absence.

Advanced Sick Leave

In the event you exhaust all of your sick leave, yet you are experiencing a serious disability or illness in which you need to be absent from work, you may request that the Postal Service provide you with a certain amount of advanced sick leave to cover your absence. These provisions from *ELM* 513.5 discuss the eligibility requirements and the process for applying for advanced sick leave:

513.5 *Advanced Sick Leave*

513.51 *Policy*

513.511 *May Not Exceed Thirty Days*

Sick leave not to exceed 30 days (240 hours) may be advanced in cases of an employee's serious disability or illness if there is reason to believe the employee will return to duty. Sick leave may be advanced whether or not the employee has an annual leave or donated leave balance.

513.512 *Medical Document Required*

Every request for advanced sick leave must be supported by medical documentation of the illness.

513.52 *Administration*

513.521 *Installation Heads' Approval*

Officials in charge of installations are authorized to approve these advances without reference to higher authority.

513.522 *Forms Forwarded*

PS Form 1221, Advanced Sick Leave Authorization, is completed and forwarded to the Eagan ASC when advanced sick leave is authorized.

In the event you would need the Postal Service to provide you with advanced sick leave, and the Postal Service granted your request, you would be required to pay back the advanced leave after you return to work. Any sick leave that you would earn after your return to work would be applied to repaying the advancement, until the advancement is paid in full.

Family and Medical Leave Act (FMLA)

The FMLA is groundbreaking social legislation that Congress enacted in 1993 that requires many employers, including the Postal Service, to give employees time off work without penalty to respond to serious family and medical problems. The NALC actively lobbied for its passage and through the years has participated in the federal rulemaking process to both protect and improve the FMLA. As recently as 2013, the Department of Labor expanded qualifying exigency FMLA leave for families with military members based on a suggestion from the NALC.

Letter carriers are eligible for FMLA protected leave if they have:

1. Worked for the Postal Service for at least 12 months. CCA breaks in service do not cancel out accrued time of service for FMLA purposes since the 12 months do not have to be consecutive. The months of service may be accrued at any time during the 7-year period immediately preceding the leave (including time served as a TE).

2. Accrued at least 1,250 work hours during the 12-month period immediately preceding the leave.

Every eligible postal employee, including CCAs, is guaranteed FMLA protected leave as outlined below.

Eligible employees are entitled to take up to 12 workweeks of FMLA leave in a 12-month period for any of the reasons listed below.

- **A serious health condition that makes the employee unable to perform the essential functions of his or her job.**
- **To care for the employee's spouse, child, or parent who has a serious health condition.**

Such care may involve instances where the family member is unable to care for his or her own medical, safety or other needs, because of the serious health condition or needs help in being transported to the doctor. Such care might also involve providing psychological comfort and reassurance to the family member with a serious health condition.

- **The birth of a child and to bond with the newborn child within one year of birth.**

Both mothers and fathers have the same right to take FMLA leave for the birth of a child. Birth and bonding leave must be taken as a continuous block of leave unless the Postal Service agrees to allow intermittent leave.

- **The placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement.**

FMLA leave may be taken before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed. For example, the employee may be entitled to FMLA leave to attend counseling sessions, appear in court, consult with his or her attorney or travel to another country to complete an adoption. FMLA leave to bond with a child after placement must be taken as a continuous block of leave unless the Postal Service agrees to allow intermittent leave.

- **Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty."**

Qualifying exigencies are situations arising from the military deployment of an employee's spouse, son, daughter or parent to a foreign country. Qualifying exigencies for which an employee may take FMLA leave include making alternative child care arrangements for a child of the military member when the deployment of the military member necessitates a change in the existing child care arrangement; attending certain military ceremonies and briefings; taking leave to spend time with a military member on Rest and Recuperation leave during deployment; or making financial or legal arrangements to address a covered military member's absence; or certain activities related to care of the parent of the military member while the military member is on covered active duty.

An eligible employee may also take up to 26 workweeks of FMLA military caregiver leave in a single 12-month period to care for a covered servicemember (current member or veteran of the National Guard, Reserves, or Regular Armed Forces) with a serious injury or illness incurred or aggravated in the line of duty if the employee is the spouse, son, daughter, parent, or next of kin of the covered servicemember.

For purposes of the FMLA the following definitions apply:

A parent is defined as a biological, adoptive, step or foster parent or an *in loco parentis*. An *in loco parentis* is a person who acts as a parent toward a son or daughter, or a person who had such responsibility for the employee when the employee was a child.

A spouse is defined as the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into. This includes common law marriages. For the purposes of applying the FMLA, all legally married same-sex couples who are otherwise eligible for FMLA protected leave can now take such leave for a qualifying FMLA reason, regardless of where they live or work.

A son or daughter is defined as biological, adopted, foster, *in loco parentis* (defined above under definition of parent), legal ward or step child under the age of 18; or a child 18 or over who has a disability as defined under the Rehabilitation Act and the disability makes the person incapable of self-care.

- The FMLA has also created several separate definitions of family members for both categories of military family leave.

Son or daughter, for the purposes of qualifying exigency leave, means the employee's biological, adopted, foster child, stepchild, legal ward or a child for whom the employee stood *in loco parentis*, who is on covered active duty or call to covered active duty status, and who is of any age.

Son or daughter of a covered service member, for purposes of military caregiver leave, is the service member's biological, adopted or foster child, stepchild, legal ward or a child for whom the service member stood *in loco parentis*, and who is of any age.

Parent of a covered service member, for purposes of military caregiver is a covered service member's biological, adoptive, step or foster parent, or any other individual who stood *in loco parentis* to the covered service member.

Employer Responsibilities: The employer is prohibited from interfering with, restraining, or denying the exercise of any rights provided by FMLA. Nor can the employer retaliate against an employee for exercising or attempting to exercise FMLA rights. Employers cannot use the taking of FMLA leave as a negative factor in employment actions, such as hiring, promotions or disciplinary actions. Likewise, FMLA-covered absences may not be used towards any disciplinary actions. Employees cannot waive, nor may employers induce, employees to waive their prospective rights under FMLA.

Employee Responsibilities. The following are the employee's responsibilities when a request for FMLA leave is submitted:

- When the need for leave is foreseeable (e.g., pregnancy) notify management of the need for leave and provide appropriate supporting documentation (i.e., PS Form 3971, *Request for, or Notification of, Absence*) at least 30 days before the absence is to begin. If 30 days' notice is not practicable, notice must be given as soon as practicable, i.e., the same day the employee learns of the need for leave or the next business day.
- When the need for leave is not foreseeable, an employee must comply with the employer's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances. Employees should notify management as soon as practicable. Leave requests should be submitted via PS Form 3971, *Request for, or Notification of, Absence*.
- Provide certification requested by the employer for FMLA-covered absences within 15 days (unless not practicable under the particular circumstances despite the employee's diligent good faith efforts), and correct insufficient certification within seven days (unless not practicable under the particular circumstances despite the employee's diligent good faith efforts). The certification may be in any format, including the National Association of Letter Carriers (NALC) FMLA forms, as long as it provides the information required for certification by the implementing regulations of the FMLA.

In answer to if management can require "supporting documentation" for an absence of three days or less in order for an employee's absence to be protected under the Family and Medical Leave Act (FMLA), the parties agreed in M-01474 that:

The Postal Service may require an employee's leave to be supported by an FMLA medical certification, unless waived by management, in order for the absence to be protected. When an employee uses leave due to a condition already supported by an FMLA certification, the employee is not required to provide another certification in order for the absence to be FMLA protected.

FMLA is not a separate category of leave, but rather is charged to annual leave or LWOP in accordance with current leave policies. The Family and Medical Leave Act does not provide letter carriers with paid leave in addition to that to which carriers are entitled under NALC's National Agreement with the Postal Service and any related postal handbooks and manuals. Although CCAs only earn up to 13 days of annual leave per year, they are covered under FMLA and are eligible to use both annual leave and LWOP.

If you have a situation that qualifies for protected absences under the provisions of the Family and Medical Leave Act, make sure you exercise your rights outlined above. If you have any additional questions or concerns about the FMLA, you should consult with your shop steward or an NALC branch officer.

Leave Without Pay (LWOP)

This is an authorized absence from duty by a career or CCA employee in a non-pay status, and covers only those hours which an employee would normally work or be paid. LWOP may be granted

for many reasons, including: inadequate leave to cover vacation periods, personal injury or illness (when annual leave is exhausted), union business, assumption of full-time union office or other personal reasons. *ELM* 514 describes LWOP as follows:

514.1 Essential Features

a. LWOP is an authorized absence from duty in a nonpay status.

b. LWOP may be granted upon the employee's request and covers only those hours that the employee would normally work or for which the employee would normally be paid. FLSA-exempt employees must take LWOP in 1-day increments except when they are taking leave protected under the Family and Medical Leave Act (FMLA).

c. LWOP is different from AWOL (absent without leave), which is a nonpay status due to a determination that no kind of leave can be granted either because (1) the employee did not obtain advance authorization or (2) the employee's request for leave was denied.

As the definition from the *ELM* states, LWOP is a non-pay status form of leave, however it differs from AWOL in that it is an authorized absence. Any time spent in an LWOP status will obviously result in not being paid for that amount of time.

Leave Sharing Program

The Memorandum of Understanding; MOU, *Re: Leave Sharing* found on pages 179-180 of the National Agreement gives you the opportunity to participate in the Postal Service's Leave Sharing Program. In the event you are incapacitated and unable to perform your postal duties due to a serious personal health condition or pregnancy, and you meet the qualifications listed in the memorandum, you may request that other qualified postal employees donate annual leave to you to cover your absence. In turn, you may also donate your annual leave to others who have requested it. That MOU states:

The Postal Service will continue a Leave Sharing Program during the term of the 2011 Agreement under which career postal employees will be able to donate annual leave from their earned annual leave account to another career postal employee, within the same geographic area serviced by a postal district. In addition, career postal employees may donate annual leave to other family members that are career postal employees without restriction as to geographic location. Family members shall include son or daughter, parent, and spouse as defined in ELM Section 515.2. Single donations must be of 8 or more whole hours and may not exceed half of the amount of annual leave earned each year based on the leave earnings category of the donor at the time of donation. Sick leave, unearned annual leave, and annual leave hours subject to forfeiture (leave in excess of the maximum carryover which the employee would not be permitted to use before the end of the leave year), may not be donated, and employees may not

donate leave to their immediate supervisors. To be eligible to receive donated leave, a career employee (a) must be incapacitated for available postal duties due to serious personal health conditions or pregnancy and (b) must be known or expected to miss at least 40 more hours from work than his or her own annual leave and/or sick leave balance(s), as applicable, will cover, and (c) must have his or her absence approved pursuant to standard attendance policies. Donated leave may be used to cover the 40 hours of LWOP required to be eligible for leave sharing.

For purposes other than pay and legally required payroll deductions, employees using donated leave will be subject to regulations applicable to employees in LWOP status and will not earn any type of leave while using donated leave. Donated leave may be carried over from one leave year to the next without limitation.

Donated leave not actually used remains in the recipient's account (i.e., is not restored to donors). Such residual donated leave at any time may be applied against negative leave balances caused by a medical exigency. At separation, any remaining donated leave balance will be paid in a lump sum.

(The preceding Memorandum of Understanding, Leave Sharing, applies to City Carrier Assistant Employees.)

For more information regarding the Leave Sharing Program, consult with your shop steward or an NALC branch officer.

Administrative Leave

Administrative leave is defined in *ELM* 519.1 as:

519.1 Definition

Administrative leave is absence from duty authorized by appropriate postal officials without charge to annual or sick leave and without loss of pay.

The Postal Service can approve the payment of administrative leave for letter carriers in the event they are unable to report to work. Some of these events include:

- Acts of God
- Civil disorders
- Relocation for the interest of the Postal Service
- Adverse action investigation and decision
- Civil participation

If you have any questions regarding when administrative leave is offered, consult with your shop steward or an NALC branch officer.

Bereavement Leave

The MOU, *Re: Bereavement Leave* found on pages 182-183 of the National Agreement gives employees the right to use up to three days of leave in the unfortunate event of the death of certain family members. This allows letter carriers time to grieve over the death of a loved one or to make arrangements for their loved one's funeral. That MOU states:

City letter carriers may use a total of up to three workdays of annual leave, sick leave or leave without pay, to make arrangements necessitated by the death of a family member or attend the funeral of a family member. Authorization of leave beyond three workdays is subject to the conditions and requirements of Article 10 of the National Agreement, Subsection 510 of the Employee and Labor Relations Manual and the applicable local memorandum of understanding provisions.

Definition of Family Member. "Family member" is defined as a:

- (a). Son or daughter—a biological or adopted child, stepchild, daughter-in-law or son-in-law;***
- (b). Spouse;***
- (c). Parent; or***
- (d). Sibling—brother, sister, brother-in-law or sister-in-law; or***
- (e). Grandparent.***

Documentation. Documentation evidencing the death of the employee's family member is required only when the supervisor deems documentation desirable for the protection of the interest of the Postal Service.

Note: As clarification, in-laws covered by the above Memorandum of Understanding include the spouse of a child (whether biological, adopted, or stepchild). The memorandum also applies to the parents and siblings of the employee's spouse (whether biological or adoptive).

Court Leave

Court leave is provided for career employees who are summoned to serve as a juror or witness in certain judicial proceedings. The definition of court leave is found in *ELM* 516.2 and it reads:

516.2 Court Leave

516.21 Definition

Court leave is the authorized absence from work status (without loss of or reduction in pay, leave to which otherwise entitled, credit for time or service, or performance rating) of an employee who is summoned in connection with a judicial proceeding, by a court or authority responsible for the

conduct of that proceeding, to serve as a juror, as a witness in a nonofficial capacity on behalf of a state or local government, or as a witness in a nonofficial capacity on behalf of a private party in a judicial proceeding to which the Postal Service is a party or the real party in interest. The court or judicial proceeding may be located in the District of Columbia, a state, territory, or possession of the United States, including the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands.

516.22 Eligibility

Court leave is granted to full-time and part-time regular employees. Certain part-time flexible employees are granted court leave as provided and governed by applicable collective bargaining agreements. Other employees are ineligible for court leave and must use either annual leave or LWOP to cover the period of absence from postal duties for court service but may retain any fees or compensation received incident to such court service.

Court leave is granted only to eligible employees who would be in work status or on annual leave except for jury duty or service as a witness in a nonofficial capacity on behalf of a state or local government, or service as a witness in a nonofficial capacity on behalf of a private party in a judicial proceeding to which the Postal Service is a party or the real party in interest. An employee on LWOP, when called for such court service, although otherwise eligible for court leave, is not granted court leave but may retain any fees or compensation received incident to court service.

If letter carriers are paid an allowance by the court for performing jury duty, he or she may keep any court allowance in the amount of \$25 or less per day on days court leave is authorized. If they are paid more than that by the court, then they must remit to their supervisor amounts received in excess of \$25 per day. Employees who are eligible to receive such fees are not authorized to waive the fee.

Holiday Leave

Career letter carriers enjoy the benefit of 10 paid holidays per year. Those paid holidays, listed in ELM 518, are as follows:

518 Holiday Leave

518.1 Observed Holidays

The following 10 days are observed as holidays by the U.S. Postal Service:

<i>New Year's Day</i>	<i>January 1</i>
<i>Martin Luther King Jr.'s Birthday</i>	<i>3rd Monday in January</i>
<i>Washington's Birthday/Presidents' Day</i>	<i>3rd Monday in February</i>
<i>Memorial Day</i>	<i>Last Monday in May</i>

<i>Independence Day</i>	<i>July 4</i>
<i>Labor Day</i>	<i>1st Monday in September</i>
<i>Columbus Day</i>	<i>2nd Monday in October</i>
<i>Veterans' Day</i>	<i>November 11</i>
<i>Thanksgiving Day</i>	<i>4th Thursday in November</i>
<i>Christmas Day</i>	<i>December 25</i>

Military Leave

Career letter carriers enjoy the benefit of receiving paid military leave in order to serve their country in the US Armed Forces. *ELM* 517 discusses what military leave is, what it is used for, when such leave can be used, how to apply for it and have it approved and how much employees are allowed to take each year. That section of the *ELM* states:

517 *Paid Military Leave*

517.1 *General*

517.11 *Postal Service Support*

The Postal Service supports employee service in the Reserve or National Guard, and no action is permitted to discourage either voluntary or involuntary participation. The Postal Service allows employees to be absent:

- a. To participate in drills or meetings scheduled by the National Guard or Reserve Units of the armed forces.*
- b. To attend usual summer training periods.*
- c. To perform any other active duty ordered by the National Guard and Reserve Units of the armed forces.*

However, eligible employees are entitled to paid military leave only for such duty as and to the extent provided below.

517.12 *Definition*

Paid military leave is authorized absence from postal duties for hours the employee would have worked during his or her regular schedule, without loss of pay, time, or performance rating, granted to eligible employees who are members of the National Guard or reserve components of the armed forces.

Note: Non-workdays are not charged against the paid military leave allowed.

517.13 *Types of Duty*

517.131 *Duty Covered for Members of the Reserves and National Guard, Except D.C. National Guard*

Types of duty covered as paid military leave include:

- a. Active duty, field, and coast defense training.***
- b. Scheduled drills.***
- c. Service providing military aid for law enforcement purposes.***
- d. Parade or encampment activities of the D.C. National Guard.***
- e. Service providing military aid for law enforcement purposes as provided in 517.43.***

517.133 Duty Not Covered

Types of duty not covered as paid military leave include:

- a. Summer training as a member of Reserve Officer Training Corps.***
- b. Temporary Coast Guard Reserve.***
- c. Service with the National Guard, if ordered by the State Governors without authority of the Department of Defense, except when such service is in connection with regular annual encampment or for law enforcement purposes as specified in 517.43.***
- d. Training with a State Guard or other state military organization that is not a part of the National Guard or that was created to take the place of the National Guard during an emergency.***
- e. Weekly drills as member of D.C. National Guard.***
- f. Civil Air Patrol, established as a civilian auxiliary of the U.S. Air Force, and similar reserve and guard auxiliary organizations.***
- g. Time taken on a workday to travel to the place where training is to begin, unless military training orders encompass the period of travel time required.***

517.2 Eligibility

517.21 Eligible Employees

Career postal employees, i.e., full-time, part-time regular, and part-time flexible employees who are members of the following components of the armed forces, are eligible for paid military leave:

- a. The Army National Guard of the United States.***
- b. The Army Reserve.***
- c. The Naval Reserve.***

- d. The Marine Corps Reserve.*
- e. The Air National Guard of the United States.*
- f. The Coast Guard Reserve.*
- g. The Air Force Reserve.*

517.31 Approval

The employee is to complete a PS Form 3971 before the period of absence. Sufficient notice is required for making necessary arrangements for re-placements. If the employee does not learn of the need for the absence until later, notice is to be given as soon possible. The official responsible for approving the attendance record also approves military leave.

517.4 Military Leave Allowances

517.41 General Allowance

Eligible full-time and part-time employees receive credit for paid military leave as follows:

a. Full-time employees other than D.C. National Guard — 15 calendar days (120 hours) each fiscal year.

b. Part-time employees other than D.C. National Guard — 1 hour of military leave for each 26 hours in pay status (including military LWOP) in the preceding fiscal year provided:

(1) Employee was in pay status a minimum of 1,040 hours in the preceding fiscal year.

Note: A part-time employee's time on military LWOP in one fiscal year counts toward meeting the 1,040 hours' requirement for the next fiscal year.

(2) Employee's pay for military leave does not exceed 80 hours.

c. D.C. National Guard — all days (no limit) of parade or encampment duty ordered under Title 49, District of Columbia Code.

An employee may carry over up to 1 year's allotted but unused (not to exceed 15 days) military leave from one fiscal year to the next.

As described above, military leave is actually paid leave in which letter carriers can still earn a pay-check from the Postal Service while they are fulfilling certain obligations to the military. For more information about military leave, consult with your shop steward or an NALC branch officer.

Holidays

After conversion to full-time career status, employees are entitled to holiday pay. There are 10 days which are considered holidays for full-time career employees:

Article 11, Section 1 of the National Agreement lists those 10 days which shall be considered holidays:

Article 11

Section 1. Holidays Observed

The following ten (10) days shall be considered holidays for full-time and part-time regular scheduled employees hereinafter referred to in this Article as “employees”:

New Year’s Day

Martin Luther King, Jr.’s Birthday

Presidents Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans’ Day

Thanksgiving Day

Christmas Day

Eligibility for Pay

Sections 2 and 3 of Article 11 explain the eligibility for and payment of holiday pay:

Section 2. Eligibility

To be eligible for holiday pay, an employee must be in a pay status the last hour of the employee’s scheduled workday prior to or the first hour of the employee’s scheduled workday after the holiday.

An employee who has been granted any paid leave is considered to be “in a pay status.”

Section 3 covers payment when an employee is not required to work on a holiday.

Section 3.A. Payment

A. An employee shall receive holiday pay at the employee’s base hourly straight time rate for a number of hours equal to the employee’s regular daily working schedule, not to exceed eight (8) hours.

Payment for Working on a Holiday

Section 4 of Article 11 refers to payment when an employee is required to work on a holiday.

Section 4.A. Holiday Work

A. An employee required to work on a holiday other than Christmas shall be paid the base hourly straight time rate for each hour worked up to eight (8) hours in addition to the holiday pay to which the employee is entitled as above described.

B. An employee required to work on Christmas shall be paid one and one-half (1 1/2) times the base hourly straight time rate for each hour worked in addition to the holiday pay to which the employee is entitled as above described.

Observed Holidays

The National Agreement also addresses when a holiday falls on a non-work day. Article 11, Section 5 reads:

11.5 Section 5. Holiday on Non-Work Day

A. When a holiday falls on Sunday, the following Monday will be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

B. When an employee's scheduled non-work day falls on a day observed as a holiday, the employee's scheduled workday preceding the holiday shall be designated as that employee's holiday.

This is referred to as the employees designated holiday or DH.

Holiday Schedule

Article 11.6 of the National Agreement addresses holiday scheduling. The intent of this language is to permit the maximum number of full-time regular, full-time flexible and part-time regular employees to be off on the holiday should they desire not to work while preserving the right of employees who wish to work their holiday or designated holiday. It reads:

11.6. Section 6. Holiday Schedule

A. The Employer will determine the number and categories of employees needed for holiday work and a schedule shall be posted as of the Tuesday preceding the service week in which the holiday falls.

B. As many full-time and part-time regular schedule employees as can be spared will be excused from duty on a holiday or day designated as their holiday. Such employees will not be required to work on a holiday or day designated as their holiday unless all casuals and part-time flexibles are utilized to the maximum extent possible, even if the payment of overtime is required, and unless all full-time and part-time regulars with

the needed skills who wish to work on the holiday have been afforded an opportunity to do so.

Management is required to follow a scheduling procedure for holiday assignments. That scheduling procedure may be governed by a “pecking order” contained in a local memorandum of understanding (LMOU). In the absence of LMOU provisions the minimum pecking order found in the *JCAM* should be followed. Management is also required to post the holiday schedule by the Tuesday preceding the service week in which the holiday falls. All newly converted letter carriers should see their shop steward or an NALC branch officer for information on the holiday “pecking order” for your office.

Bidding on Vacant Duty Assignments

Once a CCA is converted to full-time career status, they are immediately eligible to bid on vacant duty assignments in their installation in accordance with Article 41.1 of the National Agreement. Prior to August 13, 2014 this was not the case. Employees who were serving a probationary period could not bid for vacant duty assignments. This was prohibited by Article 12.1 of the National Agreement, which states in pertinent part:

Section 1. Probationary Period

- A. The probationary period for a new employee shall be ninety (90) calendar days. The Employer shall have the right to separate from its employ any probationary employee at any time during the probationary period and these probationary employees shall not be permitted access to the grievance procedure in relation thereto. If the Employer intends to separate an employee during the probationary period for scheme failure, the employee shall be given at least seven (7) days advance notice of such intent to separate the employee. If the employee qualifies on the scheme within the notice period, the employee will not be separated for prior scheme failure.***

- C. When an employee completes the probationary period, seniority will be computed in accordance with this Agreement as of the initial day of full-time or part-time employment***

This restriction on bidding was changed on August 13, 2014 when the NALC and USPS agreed to the terms of the Memorandum of Understanding *Re: Article 12.1 – Probationary Period – Bidding* (M-01841), which states in part:

The parties agree to the following regarding bidding during a ninety calendar day probationary period:

Full-time career city letter carriers who are serving a probationary period pursuant to Article 12.1 of the National Agreement and applicable memoranda of understanding are eligible to bid for vacant duty assignments in accordance with Article 41.1 of the National Agreement.

Seniority for full-time career city letter carriers during their probationary period will be computed for the purpose of bidding pursuant to this agreement. This computation of such seniority does not create any additional obligation or entitlement for application of seniority not otherwise provided for in the National Agreement.

Bidding procedures differ from office to office. Consult your shop steward or an NALC branch officer for information on how to bid for vacant duty assignments in your installation.

Pay

Article 9, Sections 1 and 2 of the National Agreement set forth the salaries of employees with career appointments as well as the amounts and timing of salary increases, including general wage increases and cost-of-living adjustments (COLAs). Those sections read:

9.1 Section 1. Salary and Wage Schedules

Employees with career appointments before January 12, 2013 shall be paid and earn step increases according to the rates and waiting periods outlined in Table One. Employees appointed to career positions on or after January 12, 2013 shall be paid and earn step increases according to the rates and waiting periods outlined in Table Two.

9.2 Section 2. Basic Annual Salary

Effective November 16, 2013—the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to 1.0% of the basic annual salary for the grade and step in effect on the date of this Agreement.

Effective November 15, 2014—the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to 1.5% of the basic annual salary for the grade and step in effect on the date of this Agreement.

Effective November 14, 2015—the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to 1.0% of the basic annual salary for the grade and step in effect on the date of this Agreement.

City letter carriers who receive career appointments proceed through a step increase progression. This entitles them to wage increases in a series of steps until they reach top step. The steps progress from A through O after certain waiting periods. Although there are two step progressions, one for career appointments before January 12, 2013 and one for career appointments after January 12, 2013, the number of steps or the total time to reach top step O is consistent as 12.4 years. That means that all employees make the same top step pay regardless of how you proceeded through the steps.

The two step increase progression tables are printed next:

Table 1: City Carrier Schedule

RSC Q (NALC)

This schedule applies to all carriers with a career appointment date prior to January 12, 2013

Basic Annual Salaries

CC Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	Most Prev. Step
1	47,215	51,100	52,608	55,495	55,893	56,293	56,684	57,081	57,480	57,873	58,271	58,667	59,065	59,465	59,859	398
2	49,201	53,333	53,428	56,385	56,814	57,246	57,670	58,096	58,529	58,946	59,378	59,809	60,233	60,670	61,097	432
Part-Time Flexible Employees - Hourly Basic Rates																
1	23.61	25.55	26.30	27.75	27.95	28.15	28.34	28.54	28.74	28.94	29.14	29.33	29.53	29.73	29.93	
2	24.60	26.67	26.71	28.19	28.41	28.62	28.84	29.05	29.26	29.47	29.69	29.90	30.12	30.34	30.55	
Full-Time/Part-Time Regular Employees - Hourly Basic Rates																
1	22.70	24.57	25.29	26.68	26.87	27.06	27.25	27.44	27.63	27.82	28.01	28.21	28.40	28.59	28.78	
2	23.65	25.64	25.69	27.11	27.31	27.52	27.73	27.93	28.14	28.34	28.55	28.75	28.96	29.17	29.37	
Step Increase Waiting Periods (In Weeks)																
Steps (From-To)	A-B	B-C	C-D	D-E	E-F	F-G	G-H	H-I	I-J	J-K	K-L	L-M	M-N	N-O	YRS.	
Grades 1 - 2	96	96	44	44	44	44	44	44	44	34	34	26	26	24	12.4	

Table 2: City Carrier Schedule

RSC Q7 (NALC)

This schedule applies to all carriers with a career appointment date on or after January 12, 2013

Basic Annual Salaries

CC Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	Most Prev. Step
1	36,814	38,459	40,106	41,751	43,399	45,043	46,690	48,335	49,983	51,627	53,274	54,920	56,567	58,213	59,859	1,647
2	37,575	39,255	40,936	42,615	44,295	45,974	47,655	49,336	51,017	52,697	54,377	56,055	57,736	59,416	61,097	1,681
Hourly Basic Rates																
1	17.70	18.49	19.28	20.07	20.86	21.66	22.45	23.24	24.03	24.82	25.61	26.40	27.20	27.99	28.78	
2	18.06	18.87	19.68	20.49	21.30	22.10	22.91	23.72	24.53	25.34	26.14	26.95	27.76	28.57	29.37	
Percent Step O																
1	61.50%	64.25%	67.00%	69.75%	72.50%	75.25%	78.00%	80.75%	83.50%	86.25%	89.00%	91.75%	94.50%	97.25%	100.00%	
2	61.50%	64.25%	67.00%	69.75%	72.50%	75.25%	78.00%	80.75%	83.50%	86.25%	89.00%	91.75%	94.50%	97.25%	100.00%	
Step Increase Waiting Periods (In Weeks)																
Steps (From-To)	A-B	B-C	C-D	D-E	E-F	F-G	G-H	H-I	I-J	J-K	K-L	L-M	M-N	N-O	YRS.	
Grades 1 - 2	46	46	46	46	46	46	46	46	46	46	46	46	46	46	46	12.4

In addition, throughout the life of the agreement employees will also receive seven cost-of-living adjustments, also known as COLA raises based on a rise in the Consumer Price Index. Those adjustments are effective on the following dates:

<u>Index</u>	<u>Payment Effective:</u>
January 2013	Second full pay period after release of the January 2014 Index
July 2013	Second full pay period after release of the July 2014 Index
January 2014	Second full pay period after release of the January 2014 Index
July 2014	Second full pay period after release of the July 2014 Index
January 2015	Second full pay period after release of the January 2015 Index
July 2015	Second full pay period after release of the July 2015 Index
January 2016	Second full pay period after release of the January 2016 Index

Overtime

Upon conversion from CCA to a career employee you will need to get up to speed on some overtime provisions of the National Agreement which previously didn't apply to you. In this section a few commonly used provisions of Article 8 will be reviewed. Although there are many more sections, these are a good place to start.

Payment of Penalty Overtime

For full-time employees, there are changes regarding when penalty overtime is paid. The *Joint Contract Administration Manual (JCAM)* reads:

8.4.D 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.

Penalty Overtime Entitlement of Full-time Employees. A full-time employee receives penalty overtime pay at two times the base straight time rate (Article 8.4.C) for work beyond the limits stated in Article 8.5.F, which are, excluding December:

- ***Overtime worked on more than four of the employee's five scheduled days in a service week;***
- ***Work over ten hours on a regularly scheduled day;***
- ***Work over eight hours on a non-scheduled day; or***
- ***Work over six days in a service week.***

Overtime Assignments

Overtime assignments are also different for full-time employees. Article 8.5 of the *JCAM* addresses situations where employees are needed to work overtime. It reads:

8.5 Section 5. Overtime Assignments

When needed, overtime work for regular full-time employees shall be scheduled among qualified employees doing similar work in the work location where the employees regularly work in accordance with the following:

Overtime Assignment Rules Apply to Full-time Employees. The introduction to Article 8.5 clarifies that its provisions as a whole apply only to full-time regular or full-time flexible employees who are "needed" to work overtime. This provision does not require management to use a full-time employee desiring to work overtime in preference to a part-time flexible or city carrier assistant working overtime.

Overtime Desired Lists

One decision you will need to make once you are converted to career is whether or not you will sign up for one of the two overtime lists. By signing the overtime desired list (ODL), you are committing to work any and all overtime assigned to you. Normally, employees on the overtime desire list who don't want to work more than 10 hours a day or 56 hours a week shall not be required to do so as long as employees who do want to work more than 10 hours a day or 56 hours a week are available to do the needed work without exceeding the 12 hours per day and 60 hours per week limitations. Most places make this distinction on the list by placing an asterisk next to the names of the individuals who wish to work the longer hours.

Work Assignment List

The second list is referred to as the work assignment list. Signing this list commits you to only working overtime on your own assignment on your regularly scheduled days.

Signing Overtime Desired Lists

You can sign up for one of the two overtime desired lists described above during the two-week period prior to each calendar quarter. Once you sign an overtime desired list you will remain on the list from quarter to quarter until you ask to be removed, however you can remove your name from the list at any time during the quarter. This is outlined in Article 8, Section 5.A of the National Agreement and reads:

8.5.A A. Employees desiring to work overtime shall place their names on either the "Overtime Desired" list or the "Work Assignment" list during the two weeks prior to the start of the calendar quarter, and their names shall remain on the list until such time as they remove their names from the list. Employees may switch from one list to the other during the two weeks prior to the start of the calendar quarter, and the change will be effective beginning that new calendar quarter.

The particulars of how the overtime desired list works in your office may be defined in your local memorandum of understanding. Newly-converted employees should ask their shop steward about administration of the overtime desired list in their office.

Equitable Distribution of Overtime

Another provision of Article 8 that applies to full-time career employees is the equitable distribution of overtime opportunities. Article 8 Section 5.C.2 of the National Agreement explains that overtime is not assigned on a rotating basis nor does seniority govern the availability of overtime work for those letter carriers who wish to work overtime. Instead, overtime opportunities (not the number of hours worked) must be distributed fairly. That section reads:

8.5.C.2

5.C.2.a. When during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected from the "Overtime Desired" list.

5.C.2.b. During the quarter every effort will be made to distribute equitably the opportunities for overtime among those on the “Overtime Desired” list.

5.C.2.c. In order to insure equitable opportunities for overtime, overtime hours worked and opportunities offered will be posted and updated quarterly.

Employees Not on the Overtime Desired List

For those employees who do not wish to work overtime, Article 8 of the National Agreement includes protection against mandated overtime. This is not to say that if you do not sign an overtime desired list you will never be required to work overtime, but the NALC has negotiated some very strong language to protect employees that do not wish to work overtime. On Page 8-33, the JCAM explains:

Mandatory Overtime

The “letter carrier paragraph” of the 1984 Overtime memorandum obligates management to seek to use auxiliary assistance, when available, rather than requiring a regular letter carrier not on the Overtime Desired List to work overtime on his/her own assignment on a regular scheduled day.

When full-time regular employees not on the Overtime Desired List are needed to work overtime on other than their own assignment, or on a non-scheduled day, Article 8, Section 5.D, requires that they be forced on a rotating basis beginning with the junior employee. In such circumstances management may, but is not required to seek volunteers from non-OTDL employees.

Management is required to follow a “pecking order” of auxiliary assistance prior to forcing letter carriers not on the ODL to work overtime on their own assignment on a regularly scheduled day. That pecking order is as follows:

- *Part-time flexibles at the straight time or regular overtime rate*
- *City carrier assistants at the straight time or regular overtime rate*
- *Available full-time employees such as unassigned or reserve regulars at the straight time rate*
- *Full-time carriers from the overtime desired list at the overtime rate*

Management is not required to work PTFs, CCAs or full-time carriers from the overtime desired list at the penalty overtime rate if the situations involve letter carriers on their own assignment on a regularly scheduled day. However, this penalty overtime exclusion does not apply if management seeks to mandate a letter carrier to work overtime off their assignment or to work on their non-scheduled day. Full-time employees on the overtime desired list must be used at the penalty overtime rate prior to mandating non-volunteer letter carriers in these situations, as stated here in Article 8.5.G of the National Agreement:

8.5.G Full-time employees not on the “Overtime Desired” list may be required to work overtime only if all available employees on the “Overtime Desired” list have worked up

to twelve (12) hours in a day or sixty (60) hours in a service week. Employees on the “Overtime Desired” list:

1. may be required to work up to twelve (12) hours in a day and sixty (60) hours in a service week (subject to payment of penalty overtime pay set forth in Section 4.D for contravention of Section 5.F); and

2. Excluding December, shall be limited to no more than twelve (12) hours of work in a day and no more than sixty (60) hours of work in a service week.

However, the Employer is not required to utilize employees on the “Overtime Desired” list at the penalty overtime rate if qualified employees on the “Overtime Desired” list who are not yet entitled to penalty overtime are available for the overtime assignment.

But what if there aren't enough letter carriers on the overtime desired list to cover the required overtime of the assignment or on a non-scheduled day of a letter carrier not on the overtime desired list?

Article 8.5.D of the National Agreement addresses these situations. It reads:

8.5.D If the voluntary “Overtime Desired” list does not provide sufficient qualified people, qualified full-time regular employees not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior employee.

In this situation, this provision permits management to require letter carriers not on the overtime desired list to work overtime on a rotating basis starting with the junior employee. This rotation begins anew at the beginning of each calendar quarter.

Maximum Hours of Work

The provisions found in Article 8.5.G of the National Agreement, listed above, also explains the restrictions on the number of overtime hours employees on the ODL may be required to work. Simply put, although signing an overtime desired list requires you to work assigned overtime hours, there are limits on the number of hours per day and per week a letter carrier can work.

Daily requirements for the maximum number of hours a letter carrier on the overtime desired list can be on the clock, including their lunch period, is 12 ½ hours. This language in Article 8.5.G creates an exception to the daily limits in Section 432.32 of the *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.

Those not on the overtime desired list cannot be on the clock beyond 12 hours including their lunch period. The restriction of 60 hours in a service week applies to all full-time employees. **These work hour limitations are absolute and no employee may volunteer or be required to work beyond these limits.**

PS Form 3999

PS Form 3999, *Inspection of Letter Carrier Route* is used to record the data a supervisor captures when they walk with and observe a letter carrier on their route. In essence, it is a picture of a letter carrier's route or portion of a route on the day it is completed. All types of information pertaining to a particular route are gathered for this form. Some of that information is listed here:

- Carrier name
- Route #
- Length of service on route
- Type of route
- What time the carrier leaves the office
- Is there an office break
- Does the carrier take obvious short cuts
- Is the line of travel the safest possible
- Are travel pattern, relay and park points set up efficiently
- Delivery method
- Streets
- Time of each delivery
- Number of deliveries possible and number of deliveries made
- Is delivery business or residential

Normally, management will conduct a "3999" when the regular letter carrier is scheduled to work. However, there are occasions when letter carriers other than the regular carrier will be accompanied by a supervisor on a route. One example is when a letter carrier has a long term hold-down on a route. Management may wish to walk with this letter carrier since he or she will be servicing the route for an extended period of time.

There are certain rules of conduct the route examiner must follow when they are completing an inspection of a letter carrier's route. Section 232.1 of *Handbook M-39, Management of Delivery Services* lists those requirements as follows:

232 *Conduct of Route Examiner*

232.1 *The route examiner must:*

a. Not set the pace for the carrier, but should maintain a position to observe all delivery points and conditions.

b. Not suggest or forbid any rest or comfort stops but should make proper notations of them.

In addition, Section 115.4 of *Handbook M-39* speaks to management's obligation to maintain an

atmosphere between employer and employee which assures mutual respect for each other's rights and responsibilities.

115.4 *Maintain Mutual Respect Atmosphere*

The National Agreement sets out the basic rules and rights governing management and employees in their dealings with each other, but it is the front-line manager who controls management's attempt to maintain an atmosphere between employer and employee which assures mutual respect for each other's rights and responsibilities.

Letter carriers should complete the route on the day a route examiner is with them in the same manner they do the route every other day, including taking contractually required breaks. It is important to note that the resulting data from the completion of a PS Form 3999 by management in no way establishes any street time criteria for the assignment.

If a letter carrier experiences any difficulties with the conduct of a route examiner during the completion of a PS Form 3999 they should contact their shop steward or an NALC branch officer.

Appendix



2011 USPS/NALC National Agreement – Appendix B

APPENDIX B

Appendix B is the reprinting of Section I of the 2013 Das Award, the creation of a new non-career employee category.

I. NON-CAREER COMPLEMENT

The parties shall establish a new job classification called City Carrier Assistant (CCA).

1. GENERAL PRINCIPLES

- a. The CCA work force is comprised of noncareer, city letter carrier bargaining unit employees.
- b. CCA employees shall be hired for terms of 360 calendar days and will have a break in service of 5 days between appointments.
- c. The provisions for determining the number of CCA employees that may be employed are found in Article 7.1.C.
- d. The Postal Service shall provide a report every other pay period with information needed to monitor compliance with the above provision.
- e. The hourly rate for CCA employees shall be established in accordance with Table 2, Step BB. Transitional Employees (TEs) employed as of the date of this Agreement who become CCAs shall be paid at Step AA of Table 2. The parties may mutually agree to increase the CCA pay rates should they determine it necessary for the recruitment or retention of CCAs. Adjustments to salary shall be in accordance with Article 9.7.
- f. When hired, a CCA's relative standing in an installation is determined by his/her original CCA appointment date to the installation, using Article 41.2.B.6.(a) where applicable, and adding the time served as a city letter carrier transitional employee for appointments made after September 29, 2007 in any installation.
- g. When the Postal Service hires new city letter carrier career employees, CCA employees within the installation will be converted to full-time regular career status to fill such vacancies based on their relative standing. A CCA who does not accept the career opportunity will not lose his/her relative standing for future career opportunities.
- h. CCA employees may be separated at any time during their term of appointment for lack of work. Separations for lack of work shall be by inverse relative standing in the installation. Such separations are not grievable except where the separations are pretextual. CCAs separated for lack of work will be given preference for reappointment ahead of other CCAs with less relative standing in the installation if the need for hiring arises within 18 months of their separation.
- i. CCA employees are separated for 5 days between appointments. When operational circumstances indicate that reappointment for a CCA(s) is not needed and the installation employs a CCA(s) with lower relative standing, the CCA(s) will be reappointed and the CCA(s) with the lower standing in the installation will be separated instead. Such separation of a CCA(s) with the lowest relative standing is not grievable except where the separation is pretextual. These CCAs separated for lack of work during or upon completion of their term of appointment will be given

a preference for reappointment ahead of other CCAs with less relative standing in the installation provided the need for hiring arises within 18 months of separation.

- j. All current transitional employees will be given the opportunity to be employed as CCAs, consistent with their test results and legal requirements. These employment opportunities and the phasing out of the transitional employee category will occur within 90 days of the effective date of this Agreement.
- k. As Part-time Flexible (PTF) employees are converted to full-time in accordance with existing contractual processes, the PTF classification shall be phased out. There shall be no new hiring of PTF employees.
- l. CCA is the only noncareer category in the NALC bargaining unit.
- m. Opting provisions applicable to CCA employees (Article 41.2.B.4) are applicable beginning 90 days after the effective date of this Agreement.

2. CONTRACT PROVISIONS

The following articles and portions of articles of the National Agreement apply to CCA employees as outlined below:

Article 1
Article 2
Article 3
Article 5

ARTICLE 7 EMPLOYEE CLASSIFICATION

Section 1. Definition and Use

B. Transitional Work Force (Note: The transitional work force will be phased out within 90 days of the effective date of this Agreement.)

C. City Carrier Assistant Employees

The city carrier assistant work force shall be comprised of noncareer, bargaining unit employees, as follows:

1. City carrier assistants may perform the full range of letter carrier duties. The number of city carrier assistants who may be employed in any reporting period shall not exceed 15% of the total number of full-time career city carriers in that District.
2. In order to meet the fundamental changes in the business environment, including, but not limited to flexible windows which may be necessary to develop and provide new products and services, the Employer has the right to hire up to 8,000 CCAs in addition to those authorized in paragraph 1, above. The number of such city carrier assistants who may be employed in any reporting period shall not exceed 8% of the total number of full-time

career city carriers in that District. CCAs hired under this Section will be so designated on their PS Form 50.

3. City carrier assistants shall be hired pursuant to such procedures as the Employer may establish. City carrier assistants shall be hired for terms of 360 calendar days and will have a break in service of 5 days between appointments.
4. Over the course of a service week, the Employer will make every effort to ensure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to CCAs working in the same work location and on the same tour, provided that the reporting guarantee for CCA employees is met.

Section 3. Employee Complements

- A. The Employer will staff at least one full-time regular city letter carrier per one full-time regular city letter carrier route, as defined in Article 41.1.A.1, plus each Carrier Technician position; however, the Employer's obligation shall not exceed a ratio of 1.18 full-time regular city letter carriers per full-time city letter carrier routes. As long as part-time flexible employees remain on the rolls, the Employer shall staff all postal installations which have 200 or more workyears of employment in the regular work force as of the date of this Agreement with 88% full-time employees in the letter carrier craft.

ARTICLE 8

HOURS OF WORK

Section 2. Work Schedules

- A. The employee's service week shall be a calendar week beginning at 12:01 a.m. Saturday and ending at 12 midnight the following Friday.
- B. The employee's service day is the calendar day on which the majority of work is scheduled. Where the work schedule is distributed evenly over two calendar days, the service day is the calendar day on which such work schedule begins.

Section 3. Exceptions

CCA employees will be scheduled in accordance with Section 2, A and B, of this Article.

Section 4. Overtime Work

Sections 4 A. B. C. E. and F apply to CCAs.

Section 7. Night Shift Differential

Section 8. Guarantees

- D. Any CCA employee who is scheduled to work and who reports to work in a post office or facility with 200 or more workyears of employment shall be guaranteed

four (4) hours of work or pay. CCAs at other post offices and facilities will be guaranteed two (2) hours work or pay.

Section 9. Wash-Up Time

ARTICLE 9

SALARIES AND WAGES

Section 7. CCA Employees

The hourly rates for CCA employees shall be established in accordance with Table 2. These rates shall be adjusted for any general increases provided in Article 9.2. In addition, CCAs will receive the following wage adjustments:

Effective November 16, 2013, the CCA hourly rates in Table 2 shall be increased by 1.0%.

Effective November 15, 2014, the CCA hourly rates in Table 2 shall be increased by 1.0%.

Effective November 14, 2015, the CCA hourly rates in Table 2 shall be increased by 1.5%.

ARTICLE 11

HOLIDAYS

Section 6. Holiday Schedule

D. City Carrier Assistant Employees

Qualified CCAs will be scheduled for work on a holiday or designated holiday after all full-time volunteers are scheduled to work on their holiday or designated holiday. They will be scheduled, to the extent possible, prior to any full-time volunteers or non-volunteers being scheduled to work a nonscheduled day or any full-time non-volunteers being required to work their holiday or designated holiday. If the parties have locally negotiated a pecking order that would schedule full-time volunteers on a nonscheduled day, the Local Memorandum of Understanding will apply.

- Article 14
- Article 15
- Article 17
- Article 18

ARTICLE 19

HANDBOOKS AND MANUALS

Article 19 shall apply in that those parts of all handbooks, manuals and published regulations of the Postal Service, which directly relate to wages, hours, or working conditions shall apply to CCA employees only to the extent consistent with other rights and characteristics of CCA employees provided for in this Agreement. The Employer shall have the right to make changes to handbooks, manuals and published regulations

as they relate to CCA employees pursuant to the same standards and procedures found in Article 19 of the National Agreement.

Article 20
Article 22
Article 23
Article 24

ARTICLE 26

UNIFORMS AND WORK CLOTHES

Section 3. City Carrier Assistant

When the CCA has completed ninety (90) work days, or has been employed for 120 calendar days, whichever comes first, the CCA will be provided with an annual uniform allowance equal to the amount provided to career employees in Section 2.A. Time served as a Transitional Employee will count toward the 90/120 day requirement. The uniform purchases are reimbursed by the Postal Service directly to the vendor. Uniforms will be returned by CCAs separated and not reappointed.

Article 27
Article 28
Article 31
Article 32
Article 34
Article 35
Article 36
Article 42
Article 43

Only the following Memorandums of Understanding from the 2011 National Agreement shall apply to CCA employees:

Use of Privately Owned Vehicles
Leave Sharing
Leave Without Pay
Processing of Post-Removal Grievances
Interest on Back Pay
Bereavement Leave

3. OTHER PROVISIONS

A. Article 6 - No Layoffs or Reduction in Force

Prior to laying off career city letter carriers in an installation, management will, to the extent possible, offer the impacted employee the opportunity to work any letter carrier assignments being performed by CCA employees, or if necessary, separate CCA employees. There will be no out-of-schedule pay provided to the impacted employees.

B. Article 10 - Leave

GENERAL

1. Purpose. Annual leave is provided to CCA employees for rest, recreation, emergency purposes, and illness or injury.
 - a. Accrual of Annual Leave. CCA employees earn annual leave based on the number of hours in which they are in a pay status in each pay period.

Rate of Accrual	Hours in Pay Status	Hours of Annual Leave Earned Per Pay Period
1 hour for each unit of 20 hours in pay status in each pay period	20	1
	40	2
	60	3
	80	4 (max.)

- b. Bi weekly Crediting. Annual leave accrues and is credited in whole hours at the end of each biweekly pay period.
- c. Payment For Accumulated Annual Leave. A separating CCA employee may receive a lump-sum payment for accumulated annual leave subject to the following condition:

A CCA employee whose separation is effective before the last Friday of a pay period does not receive credit or terminal leave payment for the leave that would have accrued during that pay period.

AUTHORIZING ANNUAL LEAVE

1. General. Except for emergencies, annual leave for CCA employees must be requested on Form 3971 and approved in advance by the appropriate supervisor.
2. Emergencies and Illness or Injury. An exception to the advance approval requirement is made for emergencies and illness or injury; however, in these situations, the CCA employee must notify appropriate postal authorities as soon as possible as to the emergency or illness/injury and the expected duration of the absence. As soon as possible after return to duty, CCA employees must submit Form 3971 and explain the reason for the emergency or illness/injury to their supervisor. Supervisors approve or disapprove the leave request. When the request is disapproved, the absence may be recorded as AWOL at the discretion of the supervisor as outlined in **Item 2, Approval/ Disapproval, under Form 3971** below.

UNSCHEDULED ABSENCE

1. Definition. Unscheduled absences are any absences from work that are not requested and approved in advance.
2. CCA Employee Responsibilities. CCA employees are expected to maintain their assigned schedule and must make every effort to avoid unscheduled absences. In

addition, CCA employees must provide acceptable evidence for absences when required. **FORM 3971**,

REQUEST FOR, OR NOTIFICATION OF, ABSENCE

1. Purpose. Application for annual leave is made in writing, in duplicate, on Form 3971, Request for, or Notification of, Absence.
2. Approval/Disapproval. The supervisor is responsible for approving or disapproving application for annual leave by signing Form 3971, a copy of which is given to the CCA employee. If a supervisor does not approve an application for leave, the disapproved block on Form 3971 is checked and the reasons given in writing in the space provided. When a request is disapproved, the reasons for disapproval must be noted. AWOL determinations must be similarly noted.

C. Article 12 - Reassignment

In order to minimize the impact on employees in the regular work force, the Employer agrees to offer the impacted employee the opportunity to work any letter carrier duty assignments performed by CCA employees, or to separate, to the extent possible, CCA employees working in the city carrier craft and installation prior to excessing any regular city letter carrier out of the installation.

D. Article 15 - Grievance Procedure

CCA employees will have access to the grievance procedure for those provisions that apply to CCA employees.

E. Article 16 - Discipline Procedure

CCAs may be separated for lack of work at any time before the end of their term. Separations for lack of work shall be by inverse relative standing in the installation. Such separation of the CCA(s) with the lowest relative standing is not grievable except where it is alleged that the separation is pretextual. CCAs separated for lack of work before the end of their term will be given preference for reappointment ahead of other CCAs with less relative standing in the installation, provided the need for hiring arises within 18 months of their separation.

CCAs may be disciplined or removed within the term of their appointment for just cause and any such discipline or removal will be subject to the grievance arbitration procedure, provided that within the immediately preceding six months, the employee has completed ninety (90) work days, or has been employed for 120 calendar days (whichever comes first) of their initial appointment. A CCA who has previously satisfied the 90/120 day requirement either as a CCA or transitional employee (with an appointment made after September 29, 2007), will have access to the grievance procedure without regard to his/her length of service as a CCA. Further, while in any such grievance the concept of progressive discipline will not apply, discipline should be corrective in nature.

In the case of removal for cause within the term of an appointment, a CCA shall be entitled to advance written notice of the charges against him/her in accordance with the provisions of Article 16 of the National Agreement.

F. Article 21 - Health Insurance

After an initial appointment for a 360-day term and upon reappointment to another 360-day term, any eligible noncareer CCA employee who wants to pay health premiums to participate in the Federal Employees Health Benefits (FEHB) Program on a pre-tax basis will be required to make an election to do so in accordance with applicable procedures. A previous appointment as a transitional employee will count toward qualifying for participation in FEHB, in accordance with the Office of Personnel Management (OPM) regulations. The total cost of health insurance is the responsibility of the noncareer CCA employee except as provided below.

Beginning in Plan Year 2014, the Postal Service will make a bi-weekly contribution to the total premium for any CCA employee who wishes to participate in the USPS Noncareer Health Care Plan (USPS Plan) equal to the greater of (a) \$125, or (b) the minimum required by the Patient Protection and Affordable Care Act, and applicable regulations, for self-only. The CCA employee is fully responsible for the cost of premiums for any health insurance plan beyond a self-only plan. Any CCA employee wishing to make their health care contribution on a pre-tax basis will be required to make an election to do so in accordance with applicable procedures. All CCA employees will be eligible for the USPS Plan within a reasonable period from the date of hire and entry into a pay status, consistent with the requirements established under the Patient Protection and Affordable Care Act.

If for any reason the USPS Plan is not available to a CCA, or if a CCA elects more than self-only coverage, the Postal Service will make a bi-weekly contribution for any eligible CCA who selects an NALC Consumer Driven Health Plan equal to the greater of (a) \$125, or (b) the minimum required by the Patient Protection and Affordable Care Act, and applicable regulations, for self-only.

G. Retirement Savings Plan

If the NALC establishes a 401k retirement savings plan for CCA employees, the Postal Service agrees to implement the necessary steps for payroll deductions for this plan.

ARTICLE 41 LETTER CARRIER CRAFT

Section 2.B

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

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

Re: City Carrier Assistant Opportunities

In order to provide the potential for career opportunities to city carrier assistants beyond their employing installation, a joint Task Force will be established to explore ways to expand opportunities for career city carrier positions within the district.

The Task Force will consist of two members appointed by the NALC and two members appointed by the Postal Service. The Task Force shall convene within 15 days of this agreement and will function for a period of one year, unless extended by mutual extent. The Task Force will provide reports and recommendations to the NALC President and the Vice President, Labor Relations, or their designees on a quarterly basis.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS,
AFL-CIO**

Re: City Carrier Assistant (CCA) Annual Leave

Article 30 of the National Agreement and Local Memorandum of Understanding provisions do not apply to city carrier assistant employees, except as follows:

During the local implementation period, the parties may agree to include provisions into the local memorandum of understanding to permit city carrier assistant employees to apply for annual leave during choice vacation periods, as defined in Article 10.3.D of the National Agreement. Granting leave under such provisions must be contingent upon the employee having a leave balance of at least forty (40) hours. In addition, the parties will explore at the national level appropriate options regarding current policies for paying terminal leave.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS
UNION, AFL-CIO**

Re: Additional Resources - Holiday Carrier Assistant

The Postal Service may employ holiday carrier assistants during the four week December period as operationally necessary, effective December 2014.

Holiday carrier assistants are subject to the following:

- The hourly rate will be the same as that for City Carrier Assistants.
- Over the course of a service week, the Employer will make every effort to ensure that available city carrier assistants are utilized at the straight-time rate prior to assigning such work to holiday carrier assistants working in the same work location.
- When an opportunity exists for overtime full-time employees on the appropriate Overtime Desired List will be selected to perform such work

prior to assigning holiday carrier assistants to work overtime in the same work location where the employees regularly work.

The Postal Service shall provide the NALC with reports on the number of holiday carrier assistants hired.

**LETTER OF INTENT
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS,
AFL-CIO**

Re: City Carrier Assistants – Opting

With the establishment of the city carrier assistant position, the following changes concerning opting will be incorporated in to the Joint Contract Administration Manual.

JCAM Page 41-10

Eligibility for opting. Full-time reserve letter carriers, fulltime flexible schedule letter carriers, unassigned full-time carriers, part-time flexible carriers, **and city carrier assistants** may all opt for hold-down assignments.

JCAM Page 41-13

Removal From Hold-Down. There are exceptions to the rule against involuntarily removing employees from their holddowns. Part-time flexible **and city carrier assistant** employees may be "bumped" from their hold-downs to provide sufficient work for full-time employees. Full-time employees are guaranteed forty hours of work per service week. Thus they may be assigned work on routes held down by part-time **or city carrier assistant** employees if there is not sufficient work available for them on a particular day. (H1N-5D-C 6601, September 11, 1985, M-00097)

JCAM Page 41-14

In such situations, the part-time flexible **or city carrier assistant** employee's opt is not terminated. Rather, the employee is temporarily "bumped" on a day-to-day basis. Bumping is still a last resort, as reflected in a Step 4 settlement. (H1N-5D-C 7441, October 25, 1983, M-00293), which provides that:

A PTF **or city carrier assistant**, temporarily assigned to a route under Article 41, Section 2.B. shall work the duty assignment unless there is no other eight-hour assignment available to which a full-time carrier could be assigned. A regular carrier may be required to work parts or "relays" of routes to make up a full-time assignment. Additionally, the route of the "holddown" to which the **PTF or city carrier assistant** opted may be pivoted if there is insufficient work available to provide a full-time carrier with eight hours of work.

Another exception occurs if the Local Memorandum allows the regular carrier on a route to "bump" the Carrier Technician to another route when the regular carrier is called in on a nonscheduled day to work on his/her own route. In such cases, the Carrier Technician is allowed to displace an employee who has opted on an assignment on the technician's string if none of the other routes on the string are available. In such cases a parttime flexible **or city carrier assistant** employee's opt is not terminated.

Rather, he/she is temporarily "bumped" on a day to- day basis. (See Step 4, N8-N-0176, January 9, 1980, M-00154.)

PTF Pay Status and Opting. Although a part-time flexible **or city carrier assistant** employee who obtains a hold-down must be allowed to work an assignment for the duration of the vacancy, he or she does not assume the pay status of the fulltime regular carrier being replaced. A part-time flexible **or city carrier assistant** carrier who assumes the duties of a full-time regular by opting is still paid as a part-time flexible **or city carrier assistant as appropriate** during the hold-down. While they must be allowed to work the assignment for the duration of the vacancy, PTFs **and city carrier assistants** are not guaranteed eight hours daily or forty hours weekly work by virtue of the hold-down alone.

Nor do PTFs **or city carrier assistants** receive holiday pay for holidays which fall within the hold-down period by virtue of the hold-down. Rather, **part-time flexible employees** continue to be paid for holidays as PTFs per Article 11.7. **City carrier assistants are not covered by Article 11.7.**

JCAM Page 41-15

Remedies and Opting. Where the record is clear that a PTF **or city carrier assistant** was the senior available employee exercising a preference on a qualifying vacancy, but was denied the opt in violation of Article 41.2.B.4, an appropriate remedy would be a "make whole" remedy in which the employee would be compensated for the difference between the number of hours actually worked and the number of hours he/she would have worked had the opt been properly awarded.

In those circumstances in which a PTF **or city carrier assistant** worked forty hours per week during the opting period (or forty-eight hours in the case of a six-day opt), an instructional "cease and desist" resolution would be appropriate. This would also be an appropriate remedy in those circumstances in which a reserve letter carrier or an unassigned letter carrier was denied an opt - in violation of Article 41.2.B.3.

These changes will be implemented with the establishment of the city carrier assistant positions and be enforced without regard to the actual publishing of these changes in a revised JCAM incorporating these changes.

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

Re: Article 12.1 - Probationary Period

City carrier assistants who successfully complete at least two successive 360 day terms after the date of this agreement will not serve a probationary period when hired for a career appointment, provided such career appointment directly follows a city carrier assistant appointment.

QUESTIONS AND ANSWERS

1. How is the Article 7.3.A ratio of full-time regular city letter carriers per route determined?

Response: The ratio is determined based on the number of full-time city letter carrier routes nationwide.

2. When there is an opportunity for conversion to career status in an installation and that installation has both part-time flexible and CCA employees available for conversion, who is converted?

Response: The part-time flexible employees would be converted to full-time regular prior to conversion of the CCAs.

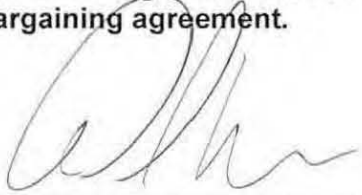
Questions and Answers 2011 USPS/NALC National Agreement

M-01870

March 16, 2016

Questions and Answers 2011 USPS/NALC National Agreement

The attached jointly-developed document provides the mutual understanding of the national parties on issues related to the 2011 USPS/NALC National Agreement. It is separated in two sections: the first concerning city carrier assistants (CCAs) and the second section addresses other contractual provisions. This document fully replaces the March 6, 2014, Questions and Answers, 2011 USPS/NALC National Agreement. New questions and responses are identified by underscoring. This document may be updated if agreement is reached on additional matters concerning the new collective bargaining agreement.



Alan S. Moore
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Policy and Programs
U.S. Postal Service



Brian L. Renfroe
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National Association of
Letter Carriers, AFL-CIO

**City Carrier Assistants
Joint Questions and Answers**

1. What is the last date that transitional employees may be on the rolls?

April 10, 2013.

2. How will the provisions of Article 7.1.C be monitored for compliance?

The CCA caps will be monitored at the national level. The Postal Service will provide the national union with a report every other pay period that lists, by District, the number and type of CCA (Article 7.1.C.1 and 7.1.C.2) and the number of full-time regular city letter carriers. Any dispute over compliance with the CCA caps will be addressed at the national level.

3. Are transitional employees who were on their 5-day break on the effective date of the 2011 National Agreement (1/10/13) eligible for the higher Step AA hourly pay rate if hired to a CCA position?

Yes.

4. In determining CCA caps is the number of CCAs "rounded" for percentage purposes?

No. Under Article 7.1.C.1 of the 2011 USPS/NALC National Agreement the number of CCAs shall not exceed 15% of the total number of full-time career city letter carriers in each District. Regarding the 8,000 CCAs employed under Article 7.1.C.2, the number in an individual District can be no more than 8% of the full-time career city letter carriers in that District.

5. Are CCAs employed under Article 7.1.C.2 limited to sites directly affected by "fundamental changes in the business environment"?

No. However, the number of this type of CCA that may be employed is limited to 8,000 nationwide and no more than 8% of the number of full-time career city letter carriers in a District.

6. What are the occupational codes and designation activity codes for CCAs?

CCA occupational codes are as follows: CCAs employed under Article 7.1.C.1 of the National Agreement are either 2310-0045 (City Carrier Assistant 1, CC-01) or 2310-0047 (City Carrier Assistant Tech 1, CC-02). CCAs employed under Article 7.1.C.2 of the National Agreement are either 2310-0046 (City Carrier Assistant 2, CC-01) or 2310-0048 (City Carrier Assistant Tech 2, CC-02). The designation activity code for all city carrier assistants is 84-4.

7. Can city letter carrier transitional employees apply for CCA vacancies in installations other than their employing office?

Yes.

8. Which score is used if a city letter carrier transitional employee with an active test score retakes the exam?

The most recent test score is used.

9. What is a passing score on the postal exam?

70.

10. How long does a previous test score remain active for non-career employees?

6 Years.

11. Will reinstatement-eligible former career employees and veterans eligible for direct career appointment under VRA or because of their 30 percent or higher disability status be eligible for noncompetitive consideration for CCA employment?

Yes.

12. Does the five-day break between CCA 360-day appointments refer to five calendar or work days?

Five calendar days.

13. May a CCA employed under Article 7.1.C.1 or Article 7.1.C.2 be appointed to a term of less than 360 days?

No. The only exception is when a transitional employee is hired as a CCA after a one day break during implementation of the 2011 National Agreement. In such case, the total period between the beginning of the transitional employee appointment and the end of the initial CCA appointment is 360 calendar days.

14. Can a transitional employee turn down an offer to be hired as a CCA in one installation and remain eligible to be hired as a CCA in a different installation?

Yes, provided the employee applied for a position in the other installation(s).

15. May CCAs hold dual appointments?

No.

16. Must a CCA go through the normal pre-employment screening process (i.e. drug screen, background check, medical assessment, motor vehicle record check, etc.) when reappointed or hired immediately after a transitional employee appointment?

No.

17. May CCAs who have an on the job illness or injury be assigned to work in other crafts?

Only if the assignment to another craft is consistent with Section 546 of the Employee and Labor Relations Manual and relevant Department of Labor regulations.

18. If a transitional employee is deployed to active duty in the military during the period of testing, will he/she have the opportunity to be hired as a CCA upon return from active duty?

Yes, consistent with applicable laws and regulations.

19. Does the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) apply to CCAs?

Yes.

20. How are CCAs considered when applying the Letter Carrier Paragraph?

CCAs are considered as auxiliary assistance. Accordingly, management must seek to use CCAs at either the straight-time or regular overtime rate prior to requiring letter carriers not on the overtime desired list or work assignment list to work overtime on their own route on a regularly scheduled day.

21. Is there a limit on the number of hours CCAs may be scheduled on a workday?

Yes, CCAs are covered by Section 432.32 of the Employee and Labor Relations Manual, which states: *Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the PMG (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 work hours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours. Postmasters, Postal Inspectors, and exempt employees are excluded from these provisions.*

22. Do CCAs receive Night Differential or Sunday Premium?

CCAs receive Night Differential as defined in Article 8.7 of the National Agreement. CCAs do not receive Sunday Premium.

23. Do CCAs have a work hour guarantee?

Yes, CCAs employed in post offices and facilities with 200 or more workyears of employment have a four hour work guarantee and CCAs employed in all other post offices have a two hour work guarantee.

24. Are there rules covering work hour guarantees for a CCA who has a gap between two periods of work?

Yes. If a CCA is notified prior to clocking out that he/she should return within two hours, it is considered a split shift and no new work hour guarantee applies. However, if a CCA is notified prior to clocking out that he/she is to return after two hours, the CCA must be given another work hour guarantee pursuant to Article 8.8 (two or four hours depending on office size).

25. Can CCAs be required to remain on "stand-by" or remain at home for a call-in on days they are not scheduled to work?

No.

26. With regard to scheduling holiday work, are full-time employees who are scheduled after the Tuesday deadline to replace a properly scheduled city carrier assistant employee who calls in sick or is otherwise unable to work eligible for holiday scheduling premium?

Yes.

27. May CCAs be permanently reassigned from one post office (installation) to another during their appointment?

Yes, provided the employee's current appointment is being voluntarily terminated. To avoid a break in service a permanent reassignment to a different installation must be effected on the first day of a pay period.

28. Is there a "lock-in" period that a CCA must meet before being reassigned to another installation?

There is no lock-in period a CCA must satisfy before becoming eligible to reassign to another installation. Eligibility to move between installations is generally intended to address situations where an individual CCA would like to be reassigned to another installation for personal reasons and there is an agreement between the "losing" and "gaining" installation heads.

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

Yes.

30. May CCAs carry over leave from one appointment to another?

No. Currently any accrued annual leave is paid out at the end of a 360-day term. However, the national parties will explore appropriate options regarding current policies for paying terminal leave to CCAs.

31. Do separated transitional employees receive payment for accrued annual leave?

Yes, all transitional employees will receive terminal leave payment at the end of their appointment, including transitional employees who directly (after a one day

break) receive CCA appointments. Payment will be at the transitional employee rate effective under the 2006 National Agreement.

32. Do CCAs that are converted to career status carry their annual leave balance over when hired?

No. Currently, CCAs receive a terminal leave payment for any leave balance at the end of the CCA appointment.

33. Are CCAs covered by the Memorandum of Understanding, *Re: Bereavement Leave*?

Yes, however, CCAs do not earn sick leave and therefore may only request annual leave or leave without pay for bereavement purposes.

34. Do leave provisions outlined in Article 10 of the National Agreement apply to CCAs?

No. Leave provisions for CCA employees are addressed on pages 18-19 of the January 10, 2013 Interest Arbitration Award (Das).

35. Does Article 30 of the National Agreement apply to CCAs?

No, except as provided in the Memorandum of Understanding, *Re: City Carrier Assistant (CCA) Leave*, on page 23 of the January 10, 2013 Interest Arbitration Award (Das).

36. Does a CCA who receives a career appointment go through a 90 calendar day probationary period as a career city letter carrier?

Yes, except in the following circumstances:

- **The employee has successfully completed two successive 360-day appointments as a CCA, provided the career appointment directly follows a CCA appointment. See Memorandum of Understanding, *Re: Article 12.1 – Probationary Period*.**
- **The employee was a city carrier transitional employee placed into a CCA position following a one-day break in service in accordance with the January 31, 2013 Memorandum of Understanding, *Re: Break in Service*. The TE service does not apply, but completion of a total of 720 days as a CCA in successive appointments satisfies the two successive 360-day appointments required by the Memorandum of Understanding, *Re: Article 12.1 - Probationary Period*.**
- **When, during the term of the Memorandum of Understanding, *Re: Sunday Delivery - City Carrier Assistant Staffing*, the employee is converted to full-time career status and successfully served a cumulative 360 days as a city carrier assistant directly before conversion to full-time career status.**

37. Will CCAs have access to the grievance procedure if disciplined or removed?

A CCA who has completed 90 work or 120 calendar days of employment within the immediate preceding six months has access to the grievance procedure if disciplined or removed. A CCA who has previously satisfied the 90/120 day requirement either as a CCA or transitional employee (with an appointment made after September 29, 2007), will have access to the grievance procedure without regard to length of service as a CCA.

38. Do the parties apply the deferral rule for CCA removal actions?

Removal actions, subject to the thirty day notification period in Article 16.5 of the National Agreement, will be deferred until after the Step B decision has been rendered, or fourteen days after the appeal is received at Step B, whichever comes first, except for those removals involving allegations of crime, violence, or intoxication or cases where retaining the employee on duty may result in damage to postal property, loss of mails, or funds, or where the employee may be injurious to self or others. This requirement cannot extend a 360-day appointment period.

39. Can CCAs be immediately placed in an off-duty status under the circumstances covered by Article 16.7?

Yes. If the CCA completed the requisite period identified in Item 37, the requirements regarding notice, justification and the employee's ability to protest such action would be the same as that for career employees under Article 16.7.

40. Can a CCA serve as a union steward?

Yes.

41. Will the union be allowed to address newly hired CCAs as part of the orientation process?

Yes. The provisions of Article 17.6 of the National Agreement apply to CCAs. Accordingly, the union is to be provided ample opportunity to address all newly hired CCAs as part of the hiring process.

42. Is the union provided an opportunity to discuss health insurance, pursuant to Article 17.6, when a CCA becomes a career employee?

Yes, the union will be provided time to address the NALC Health Benefit Plans that are available to career employees.

43. Do former transitional employees go through the full orientation process when hired as CCAs?

Only if the employee was not provided orientation when hired as a transitional employee. However, the union will be provided time, as defined in Article 17.6 of the National Agreement to address those CCAs that went through the full orientation process as transitional employees.

44. If a current transitional employee is a member of the union and they are hired as a CCA do they have to execute a new Form 1187 to remain a member of the union?

No.

45. Are CCAs allowed to participate in the Federal Employees Health Benefits Program?

The following applies until health benefits plan year 2014. After an initial appointment for a 360-day term and upon reappointment to another 360-day term, any eligible noncareer CCA who wants to pay health care premiums to participate in the Federal Employees Health Benefits (FEHB) Program on a pre-tax basis will be required to make an election to do so in accordance with applicable procedures. A previous appointment as a transitional employee will count toward qualifying for participation in FEHB, in accordance with the Office of Personnel Management (OPM) regulations. The total cost of health insurance is the responsibility of the noncareer CCA. Health benefits available for CCAs beginning with health plan year 2014 are addressed at page 20 of the January 10, 2013 Interest Arbitration Award (Das).

46. To qualify for the Federal Employees Health Benefits Program must a CCA serve the entire 360-day initial appointment before a second 360-day appointment?

To qualify for the Federal Employees Health Benefits Program, CCAs must first have completed one full year (365 days) of current continuous employment, including breaks of five days or less, regardless of when the five-day break occurs.

47. Do the provisions of Article 21.5 (Health Benefit Brochures) apply when a CCA becomes a career employee?

Yes.

48. Are CCAs entitled to higher level pay under Article 25 of the National Agreement?

No.

49. How does a CCA who is hired as a grade CC-01 receive proper compensation when assigned to a City Carrier Technician (grade CC-02) position?

In such case the CCA's PS Form 50 must be revised to reflect that he/she is assigned to a Carrier Technician position. This will require designation to the proper City Carrier Assistant Tech occupational code (either 2310-0047 or 2310-0048).

50. When does a CCA become eligible for a uniform allowance?

Upon completion of 90 work days or 120 calendar days of employment as a CCA, whichever comes first. CCAs who have previously satisfied the 90/120 day requirement as a transitional employee (with an appointment made after

September 29, 2007), become eligible for a uniform allowance when they begin their first CCA appointment.

51. What defines the anniversary date for the purpose of annual uniform allowance eligibility for a CCA?

The calendar date the CCA initially becomes eligible for a uniform allowance.

52. How is the uniform anniversary date determined for a CCA who is converted to career status?

The employee retains the same anniversary date held as a CCA.

53. How is a uniform allowance provided to a CCA?

When a CCA becomes eligible for a uniform allowance, funds must be approved through an eBuy submission by local management. After approval, a Letter of Authorization form must be completed and provided to the employee within 14 days of the eligibility date. The CCA takes the completed form to a USPS authorized vendor to purchase uniform items. The Letter of Authorization can be located on the Uniform Program website on the Blue Page under Labor Relations.

54. How are uniform items purchased?

Uniform items can only be purchased from USPS licensed vendors. A list of all authorized Postal Service Uniform vendors is located under the Labor Relations website: *Uniform Program* from the Blue Page and also on Liteblue under *My HR*, and look for the link for *Uniform Program*.

55. How does a licensed uniform vendor receive payment for uniform items purchased by a CCA?

The licensed vendor creates an itemized invoice of the sale, provides a copy of the invoice to the CCA, and sends the original invoice for payment to the local manager identified on the Letter of Authorization. Upon receipt, the local manager certifies the invoice and pays the vendor using the office Smartpay card.

56. If a CCA does not use the full allowance before his/her appointment ends, does the allowance carry-over into the next appointment when the appointment begins before the next uniform anniversary date?

Yes, however, the CCA cannot purchase uniform items during his/her five calendar day break between appointments. If the full annual uniform allowance is not used before the next anniversary date, the remaining balance for that year is forfeited.

57. Does the annual uniform anniversary date change when a CCA is separated for lack of work and then rehired as a CCA after his/her anniversary date has passed?

Yes, in this situation a new anniversary date is established on the date of reappointment and the CCA is provided a full annual uniform allowance within 14 days of the new anniversary date.

58. What happens to the annual uniform allowance for a CCA that has an anniversary date, is separated for lack of work, and then rehired as a CCA before their next uniform anniversary date?

A CCA that is separated under this circumstance retains his/her anniversary date. If there is no uniform allowance balance remaining at the point of separation, the matter will be considered closed. If the CCA had any part of the annual uniform allowance available at the point of separation, the remaining balance will be redetermined upon reappointment as follows: If the period of separation exceeded 89 calendar days, the remaining balance will be reduced by 10 percent of the annual uniform allowance for the first 90 calendar days and then by 10 percent for each full 30 calendar days thereafter. In no event will such redetermination result in a negative balance for the employee.

59. Will CCAs receive the additional credit authorized under Article 26.2.B with their first uniform allowance following conversion to career status?

Yes.

60. How is time credited for transitional employee employment when determining relative standing for CCAs?

All time spent on the rolls as a city letter carrier transitional employee after September 29, 2007 will be added to CCA time in an installation to determine relative standing. Breaks in transitional employee service are not included in the relative standing period.

61. How is placement on the relative standing roster determined when two or more CCAs have the same total time credited for relative standing?

First, the relative standing on the hiring list (appointment register) will be used to determine the CCA with higher relative standing (See Article 41.2.B.6.[a]). If a tie remains then the formula outlined in Article 41.2.B.7 is applied.

62. How are the provisions of Article 41.2.B.6.[a] referenced in Appendix B, I. GENERAL PRINCIPLES, Section f. of the National Agreement applied when determining a CCA's relative standing?

If more than one CCA is appointed on the same day, the relative standing will be determined by the order on the hiring list. If CCAs are hired from more than one hiring list on the same day, relative standing will be determined by applying the rules in Handbook EL-312, Section 441, Basic Order.

1) Applicants who claim 10-point preference based on a compensable military service-connected disability of 10 percent or more are arranged at the top of

the relative standing list in descending order of final numerical rating in this group.

- 2) Applicants claiming other 10-point preference (XP) and applicants claiming 5-point preference (TP) are placed ahead of nonpreference eligible applicants with the same final rating.**
- 3) XP eligibles are placed ahead of TP eligibles with the same final rating.**

To resolve any ties, numerical by the last three or more numbers (using enough numbers to break the tie, but not fewer than three numbers) of the employee's social security number, from the lowest to highest.

"Final numerical rating" and "final rating" as referenced above are determined by adding the individual's score on the entrance exam and any applicable veterans' preference points.

63. For time spent as a city letter carrier transitional employee, does it matter where an individual was employed when determining relative standing?

No. All time on the rolls as a transitional employee after September 29, 2007 counts toward relative standing regardless of the installation(s) in which the transitional employee was employed.

64. Does time credited toward relative standing for time worked as a transitional employee after September 29, 2007 transfer from one installation to another once hired as a CCA?

Yes.

65. Does relative standing earned as a CCA in one installation move with a CCA who is separated and is later employed in another installation?

No.

66. How is relative standing determined for a CCA who is employed in an installation, then permanently moves to a different installation and then is subsequently reemployed in the original installation?

Relative standing in this situation is based on the date the employee is reemployed in the original installation and is augmented by time served as a city letter carrier transitional employee for appointments made after September 29, 2007 (in any installation).

67. How is a tie addressed when more than one employee is placed in full-time career city letter carrier duty assignments in an installation on the same date through either transfer/reassignment or CCA conversion to full-time?

Placement on the seniority list is determined by the following:

- **If two or more full-time career assignments in an individual installation are filled on the same date by only CCAs, placement on the career city letter**

carrier craft seniority list will be determined based on the relative standing in the installation.

- **When two or more full-time career assignments in an individual installation are filled on the same date by only career employees through reassignment/transfer, placement on the city carrier craft seniority list will be determined by application of Article 41.2.B.7 of the National Agreement, as appropriate.**
- **Current career employees will normally be placed ahead of CCAs on the seniority list when two or more full-time career assignments are being filled in an individual installation on the same date from both reassigned/transferred and CCA employees. An exception may occur when the CCA(s) with the highest relative standing has previous career service. In such case the CCA(s) will be placed ahead of the career employee only if he/she is determined to be senior to the transferred/reassigned employee by application of Article 41.2.B.7 of the National Agreement. In no case will a CCA with lower relative standing be placed on the seniority list ahead of a CCA with higher relative standing who is converted to career on the same date in the installation.**

68. Will CCAs be allowed to opt on (hold-down) vacant duty assignments?

Yes, after April 10, 2013.

69. Is there a waiting period for a new CCA (no former experience as a career city letter carrier or city carrier transitional employee) before the employee can opt on a hold-down?

Yes, 60 calendar days from the date of appointment as a CCA. Once the CCA has met this requirement there is no additional waiting period for applying for/being awarded a hold-down when the employee is converted to career.

70. Is there a difference in the application of opting (hold-down) rules between part-time flexible city carriers and CCAs?

No.

71. Can a CCA be taken off an opt (hold-down) in order to provide a part-time flexible employee assigned to the same work location with 40 hours of straight-time work over the course of a service week (Article 7, Section 1.C)?

Yes, a CCA may be "bumped" from an opt if necessary to provide 40 hours of straight-time work over the course of a service week to part-time flexible letter carriers assigned to the same work location. In this situation the opt is not terminated. Rather, the CCA is temporarily taken off the assignment as necessary on a day-to-day basis.

72. What is the pecking order for awarding hold-down assignments?

Hold-down assignments are awarded to eligible career letter carriers by highest to lowest seniority first and then to eligible CCAs by highest to lowest relative standing in the installation.

73. Will the 5-day break in service between 360-day terms end an opt (hold-down)?

No.

74. Does the 5-day break at the end of a 360-day appointment create another opt (hold-down) opportunity?

Only where the break creates a vacancy of five work days. In such case the opt is for the five day period of the break.

75. Will CCAs be offered part-time regular city carrier vacancies?

While there is no prohibition against a CCA requesting a part-time regular vacancy, the Postal Service is under no obligation to offer or place a CCA into such vacancy.

76. When there is an opportunity for conversion to career status in an installation and that installation has both part-time flexible and CCA employees available for conversion, who is converted?

The part-time flexible employees are converted to full-time regular prior to offering conversion to CCAs.

77. When there is a career conversion opportunity for a CCA, how are CCA employees converted?

CCAs are offered conversion opportunities to full-time regular on a highest to lowest relative standing order basis within an installation.

78. May a CCA decline an opportunity for conversion to full-time regular?

Yes, rejection of a conversion offer does not impact the employee's relative standing as a CCA.

79. Will CCAs attend the carrier academy?

Newly hired CCAs in Districts that use the carrier academy program will attend the training.

80. Will transitional employees hired as CCAs attend the carrier academy?

If the transitional employee did not previously attend the carrier academy and the District uses the carrier academy program, the employee will attend the training.

81. How are breaks provided for CCAs who work less than eight hours on a particular day?

Breaks for CCAs who work only a portion of a day (less than eight hours) will be as follows: One ten-minute break if the employee works less than six hours and two ten-minute breaks if the employee works six hours or more.

82. May CCAs enter into City Carrier Transportation (Driveout) Agreements, as defined in Article 41.4 of the National Agreement?

No, Article 41.4 does not apply to CCAs. However, the Memorandum of Understanding, *Re: Use of Privately Owned Vehicles* applies to CCAs. In circumstances where the postmaster or station manager determines that use of a personal vehicle is necessary for business purposes, a CCA may voluntarily elect to use his/her vehicle. Such agreement must be made through PS Form 8048, Commercial Emergency Vehicle Hire, with the daily rate for vehicle use mutually agreed to by the postmaster or station manager and the employee. The postmaster or station manager must then forward the completed form to the servicing Vehicle Maintenance Facility manager.

83. Will CCAs be assigned a Postal Service Employee Identification Number (EIN) and Personal Identification Number (PIN)?

Yes.

**Other Provisions
Joint Questions and Answers**

1. The Memorandum of Understanding, *Re: Part-Time Regular City Letter Carriers*, establishes a cap on city letter carrier part-time regular employees as the number employed on the effective date of the 2011 National Agreement. What is the cap?

682.

2. Is the limit of 682 part-time regular employees a national cap or is it limited to locations that employed part-time regular city letter carriers on the effective date of the 2011 National Agreement?

It is a national cap.

3. Under the terms of the August 30, 2013, Memorandum of Understanding, *Re: Residual Vacancies - City Letter Carrier Craft*, may part-time regular city letter carriers request reassignment to full-time residual vacancies?

Yes, part-time regular city letter carriers are considered in the same manner as transfer/reassignment requests from full-time city letter carriers.

4. How will the provisions of Article 7.3.A be monitored for compliance?

The Postal Service will provide the national union with a report every other pay period that lists the number of full-time city letter carrier routes defined in Article 41.1.A by category, the number of Carrier Technician positions, and total number of full-time city letter carriers.

5. How is the Article 7.3.A ratio of full-time regular city letter carriers per route determined?

The ratio is determined based on the number of full-time city letter carrier routes nationwide.

6. Will the part-time flexible employee classification be phased out?

Yes, as part-time flexible (PTF) employees are converted to full-time in accordance with existing contractual processes, the PTF classification shall be phased out. There shall be no new hiring of PTF employees.

7. When will the change to the annual uniform allowance be implemented for career city letter carriers?

It is anticipated that the change will be effective in April 2013.

8. How are breaks provided for part-time flexible employees (PTFs) who work less than eight hours on a particular day?

Breaks for PTFs who work only a portion of a day (less than eight hours) will be as follows: One ten-minute break if the employee works less than six hours and two ten-minute breaks if the employee works six hours or more.

Handbook M-41, Section 28

Carrier-Auxiliary Control

28 Carrier-Auxiliary Control

Prepare Form 3996, *Carrier-Auxiliary Control* (see exhibit 28) as follows:

- a. *Items C, D, and E.* Enter the date (C); route number and name (D); lunch place and time, if applicable (E).
- b. *Item F.* Place an X in the space below the number indicating the case shelf containing the mail for which assistance is being requested. The bottom shelf of the letter separations is designated No. 1. When assistance is required for less than a full shelf of mail, enter the portion of shelf in fractions. The portion should be identified as follows: L 1/2, R 1/4; M 1/2; (L-Left, R-Right, M-Middle of the shelf).
- c. *Items G, H, and I.* Indicate if keys and/or carfare are required and if there is accountable mail for delivery on the route.
- d. *Item J.* Show the reason in detail for requesting assistance. The phrase "Heavy Mail" is not suitable explanation. (Omit reason for requesting assistance during the Christmas period.)
- e. *Item K.* Under *Estimated Work*, the carrier must enter the estimated hours and minutes of the amount of assistance being requested.
- f. Present form to manager.
- g. *Item L — Auxiliary Assistance.* If assistance is approved the manager shall initial Form 3996 and return it to the carrier for completion of route information.
- h. *Overtime.* If overtime is approved, the manager shall initial the form and enter near his initials the amount of overtime in minutes. After advising the carrier, the form is then deposited in a designated place for use later when the timecard or printout is verified.
- i. *Street Assistance.* When street assistance is approved, the regular carrier shall complete the additional sections of the form as follows.
- j. *Item M.* Show transportation information as indicated.
- k. *Item N.* Indicate the delivery starting point and the blocks on each street to be delivered.
- l. *Item O.* List the points where relays will be found.
- m. *Item P — Carrier Assistant.* Before leaving, enter name and time beginning and ending office work if auxiliary assistance is given in office. Enter begin and end travel to time for street assistance. Enter the begin and end delivery time used to actually deliver all of the assistance. *After completing actual assistance*, enter the begin and end travel from time in the appropriate spaces. Deposit the form in designated place or give it to the manager.

Exhibit 28

United States Postal Service Carrier - Auxiliary Control										
A. Delivery Unit <i>Atlantic St., Station</i>					B. Telephone <i>268-3684</i>			C. Date <i>11/12/97</i>		
D. Carrier's Name and Route No. <i>J. Lora 0105</i>					E. Lunch Place and Time					
F. Indicate entire or portion of the case shelves covering mail to be given as street auxiliary assistance Consider the bottom shelf as number 1.						G. Keys Required? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
1	2	3	4	5	6	H. Cartage Required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
				<i>R 112</i>	X	I. Accountable Mail? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
J. Reason For Use of Auxiliary <i>2 Sets of sequenced mail and day after holiday and Saturday business mail for closed business.</i>										
K. Estimated Work		L. Management Action. Check and initial all appropriate actions.								
Hours	Minutes	Auxiliary Assistance			Hours	Minutes	Overtime		Hours	Minutes
<i>1</i>	<i>30</i>	Approved	<input checked="" type="checkbox"/>	<i>7.G.</i>	<i>1</i>	<i>30</i>	Approved	<input type="checkbox"/>		
		Disapproved	<input type="checkbox"/>				Disapproved	<input checked="" type="checkbox"/>	<i>7.G.</i>	
M. Transportation (If drive-out, show parking location(s) on reverse)										
Transportation Mode to and from route: Postal owned: <input checked="" type="checkbox"/> Drive-out: <input type="checkbox"/> Contract: <input type="checkbox"/> Public: <input type="checkbox"/>										
N. Starts Delivery at: <i>550 Grove St., apartment house</i>					* Collect mail from all collection boxes on your part of the route, unless instructed otherwise.					
Deliver <i>562-551 Grove St.,</i>					Collection boxes locations:					
<i>545-548 Grove St.,</i>					1 <i>550 Grove St.,</i>					
<i>780-779 Bedford St.,</i>					2 <i>780 Bedford St.,</i>					
<i>781-783 Bedford St.,</i>					3					
					4					
					5					
					6					
O. Find Relays At:										
1 <i>Grove St., and Bedford St.,</i>					4					
2 <i>780 Bedford St.,</i>					5					
3					6					
P. Assistance Completed By (Carrier Name and regular route number if assigned): <i>L. Cantos 0122</i>										
Office Time		Street Time						Total		
Begin Time	Time Used	Begin Travel To	Begin Delivery	Begin Travel From	Travel To	Delivery	Travel From	Auxiliary Time <i>1:45</i>		
		<i>2:45</i>	<i>2:55</i>	<i>4:20</i>	<i>:10</i>	<i>1:25</i>	<i>:10</i>			
End Time		End Travel To	End Delivery	End Travel From	Total Street	<i>1:45</i>				
		<i>2:55</i>	<i>4:20</i>	<i>4:30</i>						

PS Form 3996, November 1997

