

2019



# LETTER CARRIER

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 both as a city carrier assistant (CCA) and career letter carrier. Through collective bargaining, National Association of Letter Carriers (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 United States Postal Service (USPS).

Throughout this guide, you will see many references and quotes from various sources such as the NALC/USPS National Agreement, memorandums of understanding, and 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.

Memorandums of understanding (MOUs) are enforceable, contractually binding settlements under the National Agreement signed jointly by the NALC and USPS. 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 [www.nalc.org/mrs](http://www.nalc.org/mrs).

This guide also contains many references to a jointly-developed document containing Questions-and-Answers (Q-and-As) 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 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 2016 USPS/NALC National Agreement, which outlines the establishment of the city carrier assistant category of letter carriers.

USPS 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 provisions of these USPS handbooks and manuals that directly relate to wages, hours or working conditions are enforceable under the National Agreement.

The National Agreement and above listed resources can be found at [www.nalc.org/workplace-issues/resources](http://www.nalc.org/workplace-issues/resources). The appendix section of this guide also contains a list of NALC publications and USPS manuals containing helpful information for letter carriers.

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. Be sure to visit [nalc.org](http://nalc.org) regularly for updated editions of the *NALC Letter Carrier Resource Guide*.

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

Sincerely and fraternally,



Fredric V. Rolando  
NALC President



Christopher Jackson  
Director of City Delivery

# Table of Contents

## About Your New Job and NALC

What to Expect from Your New Job .....	1
The People of the United States Postal Service .....	2
NALC History.....	5
Evolution of the Non-Career Workforce .....	7
How the Union Works.....	8
NALC Structure .....	9
Opportunities to Get Involved in NALC .....	11
Letter Carriers and The Hatch Act.....	13
Informational Resources .....	15

## CCA Rights and Benefits

Union Representation.....	19
Grievance-Arbitration Procedure.....	21
Discipline and Weingarten Rights.....	23
Investigatory Interviews – Rights and Warnings.....	27
Pay and Overtime.....	29
Reading Your Pay Stub and ePayroll.....	33
Health Benefits .....	36
Life Insurance .....	39
Retirement Savings Plan .....	40
Hours of Work .....	41
Lunch and Breaks .....	43
Safety and Health .....	46
Injury Compensation .....	48
Reasonable Accommodation .....	50
Employee Assistance Program .....	53
Leave.....	54
Holidays.....	62
Relative Standing .....	63
Opting and Hold-Downs .....	67
Uniforms.....	70
Working in Another Installation.....	73
Use of Privately Owned Vehicles.....	75

## On-The-Job

Sanctity of the Mail.....	77
Security Check – Fingerprinting .....	78
Following the Instructions of Your Manager.....	79
Personal Conduct and Social Media.....	81
Sunday Parcel Delivery and Other Services.....	83
Customer Connect Program .....	84
DOIS Projections, PS Form 3996 and PS Form 1571 ....	85
Work Methods .....	96

Parcel Delivery and Mobile Delivery Device .....	104
PS Form 3999 .....	105
PS Form 3971 .....	107

## Additional Rights and Benefits for Career Letter Carriers

Conversion to Career .....	110
Career Pay and Premiums.....	112
Overtime Provisions .....	116
Maximum Work Hours.....	119
Health Benefits – FEHBP.....	120
Dental and Vision – FEDVIP .....	121
Long Term Care – FLTCIP .....	122
Flexible Spending Accounts – FSA .....	123
Life Insurance – FEGLI .....	124
Retirement – FERS .....	126
Retirement Credit – Military Buy Back .....	127
Probationary Periods.....	129
Seniority .....	130
Layoff Protection .....	132
Leave - Career Employees .....	133
Holidays.....	145
Bidding on Vacant Duty Assignments .....	147
Commuter Benefit Program .....	148

## Appendix

2016 USPS/NALC National Agreement Appendix B....	150
2016 USPS/NALC National Agreement Joint Questions and Answers (M-01870) .....	156
MOU Re: <i>Full-time Regular Opportunities</i> .....	172
City Carrier Assistants – Annual Uniform Allowance (M-01822) .....	174
Handbook M-41, Section 28: Carrier – Auxiliary Control .....	183
NALC Resources List .....	185

# About Your New Job and 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. 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 time constraints and expectations from their supervisors to complete their daily workload in a timely manner.

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 and holidays performing parcel delivery. The package delivery business is a rapidly growing 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 able 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 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 daily, so you can understand their function within the Postal Service. The most common positions and titles you will encounter 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.
  - Most 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 workhours), 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. This schedule may be fixed, full-time regular (FTR) or flexible, full-time flexible (FTF).
- **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 2016-2019 National Agreement unless mutually agreed upon by the national parties.
- **Part-time flexible (PTF):** A part-time flexible letter carrier may work less than full-time and has a flexible schedule. These employees are converted to full-time in accordance with existing contractual processes.

With each different city carrier classification, there may be different contractual provisions that apply. This resource guide will help you identify which provisions apply to you at every stage of your letter carrier career.

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 (PSE)** 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.
- **Assistant rural carriers (ARCs)** are non-career rural carriers who work on Sundays and occasional Saturdays performing parcel delivery on rural routes.

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 daily 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, 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 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, 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 280,000 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 was founded 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, 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 2011-2016 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 assistant (CCA). 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. As of the spring of 2019, over 70,000 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 who have been converted to career status.

## How the Union Works

Running a union with hundreds of thousands of members is no simple task. It takes money, competent officers and staff, a sound organization, and involved members. Here's how NALC operates.

### **The Union Runs on Dues**

Your dues dollars keep NALC alive—so paying union dues as a member of NALC is the best way to protect and promote your interests. Dues pay for offices and administrative support, representation, contract negotiation, arbitration, publication of union news and technical support materials, the salaries for your union officers and staff, union conventions, and other essential functions.

Dues for active members are deducted each pay period in one lump sum and distributed to the national association, your state association, and your branch to perform their functions representing you.

NALC is fully accountable for all dues. Protections include an annual audit by an independent accounting firm and federal laws requiring financial disclosure. In addition, NALC publishes financial statements every six months and biennial fiscal reports to the national convention. Moreover, changes in dues can only come through democratic processes. Most of all, dues are a sound investment in your future. You are the union and your dues enable the union to function.

### **NALC Is Democracy at Work**

Unions are essential to a democratic society. They give workers a real voice in their work life and provide justice in the workplace.

Democracy is the bedrock of NALC. Letter carriers elect union officials from branch officers to the national union president. Each and every NALC member has an opportunity to have his or her voice heard. It's one member, one vote in every election.

In addition, National Agreements—unless decided by arbitration—must be approved by active NALC letter carrier members in a mail-ballot referendum.

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 and to strengthen members' control over union affairs.

The lifeblood of a democratic union is the active participation of its members. You—the letter carrier—make union democracy work.

# NALC Structure

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. Delegates also discuss key issues in standing committees and set national policy for NALC. 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 starts at the local level, with members belonging to more than 1,900 locals of varying size, 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 their local branch. 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

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 (LCPF), 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, NBAs 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 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 play a prominent role in the NALC and, just like 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. NALC also has established the NALC Disaster Relief Foundation to alleviate the suffering of members affected by natural disasters, including earthquakes, tornadoes, hurricanes and wildfires. The foundation has the capacity to accept donations, provide assistance, and recruit a volunteer network. Additionally, basic supplies, including uniforms, water and food, will be available for those who need them in the future. If you would like to volunteer to assist members affected by natural disasters, send an email to [DisasterReliefFoundation@nalc.org](mailto:DisasterReliefFoundation@nalc.org).

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.

NALC offers many opportunities for letter carriers to gain contractual knowledge and develop leadership skills at various levels of the organization. Local branches and regional offices offer a variety of training seminars to educate members on many topics including contractual rights, worker's compensation, retirement, and the grievance process. NALC headquarters offers additional programs to assist interested letter carriers in developing skills for the future, some of which include NALC Leadership Academy, Advanced Formal A and Beyond Training Program, and Arbitration Advocacy Training, just to name a few. Talk to your branch president or NBA about these and other opportunities.

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 over 1,900 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. 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. NALC encourages you to get involved with the union in whatever capacity you choose. NALC President Fredric V. 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."

## Letter Carriers and The Hatch Act – Do’s and Don’ts

NALC encourages all members to be engaged in a wide range of political activities to advance the letter carrier agenda. However, it is crucial to remember that all active letter carriers, career and non-career alike, are federal employees, and your political activities are governed by The Hatch Act—including online activities that involve social media (for example, Facebook and Twitter) as well as e-mail.

Until 1993, active letter carriers were barred from taking any significant volunteer role for any political campaigns. The primary sentiment behind the law was to protect federal employees from being strong-armed and intimidated into helping their bosses run for re-election. But as times and campaigns changed, many recognized that federal employees were being wrongfully left out of the political process.

So, in 1993, Congress amended The Hatch Act to allow federal employees to take an active part in political campaigns for federal offices. While there are still some restrictions on what federal employees (including you and your fellow active carriers) can do, there is much greater latitude for letter carrier political participation in campaigns for president, the Senate and the House of Representatives, as well as for state and local elected officials.

### **DO’s (while off the clock, out of uniform)**

Active letter carriers may—on their own time, away from work, out of uniform, and without using a postal vehicle:

- Be candidates for public office in non-partisan elections (that is, elections in which none of the candidates are to be nominated or elected are representing a political party).
- Register and vote.
- Sign and circulate candidate nominating petitions and ballot initiative positions.
- Assist in voter-registration drives.
- Speak and write publicly and otherwise express opinions about candidates, ballot measures, and issues.
- Attend political rallies, meetings, and other events.
- Attend fundraisers and contribute money to political organizations and campaigns.
- Volunteer for political campaigns and encourage others to volunteer.
- Participate in phone-banking and precinct-walking for candidates and ballot measures.
- Display bumper stickers, lawn signs, and other campaign paraphernalia.
- Raise money for the Letter Carrier Political Fund from other NALC members. (Note: Letter carriers while detailed to 204b or other higher level assignments should not solicit contributions to the Letter Carrier Political Fund from postal employees who may be viewed as their subordinates.)
- Volunteer, run for, and hold an office in a local or state political party or club.

### **DON’TS (while on the clock, at the workplace, in uniform, or in a postal vehicle)**

Active letter carriers may not—while on the clock, at the workplace, in a postal uniform or in a postal vehicle—engage in any of the otherwise permissible political activities listed in the “Do’s” above. For example, while on the clock, at the workplace, in a postal uniform, or in a postal vehicle, you may not:

- Send or forward a partisan political e-mail.
- Wear or display any political or campaign material, even as a computer screen-saver or desktop wallpaper.

- Circulate partisan political materials to co-workers.
- Sign up electronically to contribute to the Letter Carrier Political Fund or solicit other letter carriers to contribute.

## **DON'TS (ever)**

Active letter carriers may not—even on their own time, away from work, out of uniform, and without using a postal vehicle:

- Use their official titles or positions when engaging in otherwise permissible activities.
- Raise money for partisan political groups or campaigns (except for the Letter Carrier Political Fund), including phone-banking, letter-writing, selling tickets, hosting a fundraiser, inviting people to attend a fundraiser, or allowing your name to be used in a fundraising appeal.
- Otherwise solicit, receive, or handle contributions for a partisan political group or campaign.
- Run for elective office in partisan (party-label) elections (even if you report “No Party Affiliation”).
- Raise money for the Letter Carrier Political Fund from non-NALC members (except from their immediate family members in the same household).

## **ONLINE (general guidelines for social media and e-mail)**

In general, all federal employees may use social media/email and comply with The Hatch Act if they remember the following guidelines:

1. Do not engage in political activity while on duty or in the workplace. (Federal employees are “on duty” when they are in a pay status, other than paid leave, or are representing the government in an official capacity.)
2. Do not engage in political activity in an official capacity at any time.
3. Do not solicit or receive political contributions at any time. (This does NOT include contributions to the Letter Carrier Political Fund solicited from fellow NALC members while off the clock.)

“Political activity” refers to any activity directed at the success or failure of a political party or partisan political group (collectively referred to as “partisan groups”), or candidate in a partisan race.

**Remember:** Retirees, spouses, and family members (including NALC Auxiliary members) are not bound by The Hatch Act.

The U.S. Office of Special Counsel has updated its Hatch Act Social Media and Email Guidance for federal employees. Letter carriers should review this guidance to avoid inadvertent Hatch Act violations. It can be accessed at <https://osc.gov/Pages/Hatch-Act-Social-Media-and-Email-Guidance.aspx>. Visit [www.nalc.org/hatch-act](http://www.nalc.org/hatch-act) for additional information regarding letter carriers and The Hatch Act.

## Informational Resources

As a new letter carrier, you may have questions about how NALC functions and what it offers to its membership. Many of these questions can be answered on the NALC website found at [nalc.org](http://nalc.org) or NALC Member App available for download to most smartphones and tablets. A variety of informational resources are available to assist NALC members.

### **nalc.org**

Nalc.org is easy to navigate and helps letter carriers quickly find what they are looking for. The front page is designed to give users access to just about anything they might be seeking. It is big, bright and user-friendly. It uses moving graphics to draw people in to find out more. Whether it's more about NALC's fight to save Saturday delivery service, more about the members' community service activities, more about the ways NALC is working to improve the rights and benefits of letter carriers, or just more about NALC—whatever the campaign, [nalc.org](http://nalc.org) can highlight it big and bold.

But many members want specific information, too, and the designers didn't want to make them click through too many pages to try to find it. On the three mid-page tabs, users can get the latest headlines—updated frequently with the latest news about NALC, as well as news and updates about the entire postal world. From here, members can easily jump to the latest editions of *The Postal Record*; a monthly magazine mailed to every member, and *NALC Bulletin*; a semi-monthly update mailed to branch officials and shop stewards for posting on NALC bulletin boards at postal stations. Members can read National President Fredric V. Rolando's President's Message, learn about the NALC Veterans Group or find out the latest cost-of-living adjustments projections.

Members seeking NALC online resources for steward's issues don't even have to leave the home page. Under the Workplace Resources tab members can access a wide variety of grievance-related documents and publications for use in the dispute resolution process.

There's also a tab for brand new letter carriers, under New Member Tools. From right there, they can find out about their rights and benefits and learn about how NALC can help them.

If politics and the legislative efforts to preserve the Postal Service interest the user, joining the fight is easy and prominent, too. From large and simple "take action" links, you can contact your congressional representative or contribute to the Letter Carrier Political Fund (LCPF).

The menu bar is laid out in ways that make sense for what NALC does as a union.

First is About NALC, where new members and private citizens can find out about the union, realize how letter carriers are the backbone of the Postal Service, and read and research NALC's history. This section includes the newly updated *Carriers in a Common Cause*, the NALC's official history.

Next is News & Research, where there are even more headlines, links to NALC and letter carriers who are in the news, or information to help reporters get the real story of the Postal Service's financial situation. Our Facebook and Twitter feeds are here, letting NALC tap into the millions of users of social media who might rarely read a newspaper or turn on the news.

"We need all the allies we can get, and NALC is committed to leaving no stone unturned to find them," President Rolando said.

Then comes the Government Affairs section. From ways to contact the NALC legislative staff to fact sheets about actual issues, NALC members and allies will find that becoming part of the legislative solution never has been easier.

Next up is Workplace Issues. Whatever a letter carrier's job-related issue is, this is the place for it. Injured on the job? Resources are available here. Dealing with overtime? That's here, too. Members and stewards have easy access to a wealth of contractual information.

Then we have Union Administration. NALC exists to serve the members, and the better they understand how NALC is structured, the easier it will be for them to get the help they need. From here, members can find the *NALC Constitution*, tools to locate a branch and what the branch can do for them, their NALC region, and who their national officers are. Additionally, members can find many services and guides from national headquarters here, including information on the NALC Leadership Academy, how to conduct a branch election, and guides for branch finances.

Next, we have Community Service, where NALC lets members and the public know about all the ways letter carriers give back to the communities they serve. Included here is our annual national Stamp Out Hunger Food Drive, letter carrier heroes, delivering the cure for Muscular Dystrophy Association, Carrier Alert, and the Combined Federal Campaign. This section is loaded with tools, graphics, and guides to help NALC branches conduct successful community service drives.

Finally, is the Member Benefits section. There are many benefits that come with NALC membership. From the Mutual Benefit Association to resources for new CCAs, applications for Nalcrest, and information on the NALC Disaster Relief Foundation and National Auxiliary, there's sure to be something here for every member.

## **NALC Member App**

As technology increases our ability to communicate, NALC must stay ahead of the curve. From websites to email to social media, this union has continually developed the tools to put the most up-to-date information and resources into the hands of our stewards and members. We've now taken the next step with the NALC Member App for iPhone and Android smartphones. The app was developed with the needs of the average member in mind.

The app contains links to workplace resources, including the National Agreement, the MRS, CCA resources, and more. It also includes legislative tools, such as a bill tracker, an individualized list of your congressional representatives, and LCPF information. And one of the coolest features: an interactive non-scheduled days (NSD) calendar.

When you install the app it will ask you for your home ZIP code, so it can give you the correct legislative information. You then sign up for personalized notifications based on your interests.

We know that every member is unique and how you interact with the union is just as unique. Some members are involved in enforcing the contract. Some are involved in the legislative and political process. Some solely participate in the food drive. Whatever your interests, click them here and when there is news about these interests, we'll send personalized push notifications to your device.

The home screen is where you'll see the latest news and social media posts from Facebook and Twitter. Read them, like them, share them, and retweet them. This is your social media.

From there, click on the News tab, to see all the latest news items from [nalc.org](http://nalc.org).

For those interested in the union's legislative and political agenda, the Government Affairs section has tools for you. From the My Congressional Directory menu, you can see if your House member and Senators have sponsored postal-friendly legislation or if they're on a committee important to the fight for postal reform. From the bill tracker, you can read NALC's stance on bills in Congress, how many cosponsors they have and more. We've also put buttons for fact sheets and legislative information, so you can know everything there is to know about these bills before speaking to your members of Congress. And of course, we've made it easy for you to let us know you'd like to sign up for the Letter Carrier Political Fund (LCPF).

We've also made it easy to access workplace resources, by clicking on the Workplace Resources tab. From here you can open the National Agreement, the MRS, the M-39, the M-41, the *ELM*, the *Letter Carrier Resource Guide*, COLA and pay charts, and so much more.

There's also a tab for Member Benefits. Learn about the Health Benefit Plan or the Mutual Benefit Association, find resources for new CCAs, contribute to the NALC Disaster Relief Foundation, join the Veterans Group, and more.

Click the menu and you can find all sorts of other resources, from social media, to how to get in touch with your regional NBA's office. But one resource that is sure to be a favorite of carriers is the calendar.

Most rotating calendars don't take into account holidays or they only give you one-years' worth of non-scheduled days. This app resolves all of that. Whether you have a rotating or fixed schedule, you can see your NSD dates for years in advance, if you want. And when your NSD lands on a holiday, the app shifts the holiday designation to the correct day, meaning you'll know exactly how many days you have unscheduled. The calendar is also linked to the NALC calendar, so you'll see important dates marked in red.

The app is free and available in the Apple App Store or Google Play Store. Just search for NALC Member App.

### ***NALC Work Hour Tracker***

NALC has created the *NALC Work Hour Tracker* which contains 53 pay periods' worth of fillable tracking forms; a detailed instruction page explaining how to track hours and how overtime is figured; a USPS pay period calendar; and a USPS time conversion table. It also has a notes page for each pay period where letter carriers can record things that happened during the pay period, such as a lunch period other than 30 minutes, leave taken, time worked on other assignments, etc. This tracker is included in the materials sent to new members. The goal is to get a copy of this tracker into every member's hands so that all may properly track their work hours in case there is a discrepancy in their paycheck.

For those members wishing to track their hours electronically, a fillable online version is available in the Members Only section of the NALC website.

### **Other Resources**

NALC takes pride in the collection of resources and publications created to educate and assist our members. The resources described here are just a sampling of what NALC offers. The appendix of this guide contains a partial list of publications available to members on a wide range of topics. However, these are not the only publications NALC has created. If you can't find what you need in this guide, online, or in one of the publications contained in the appendix, contact your local branch, national business agent, or NALC Headquarters for assistance.

# CCA Rights and Benefits



# Union Representation

As a member of 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**

### **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, NALC 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 standardized 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.

Article 30 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**

The grievance-arbitration procedure starts with your 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:

**Article 17 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 locations(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**

<b>Up to 49</b>	<b>1 steward</b>
<b>50 to 99</b>	<b>2 stewards</b>
<b>100 to 199</b>	<b>3 stewards</b>
<b>200 to 499</b>	<b>5 stewards</b>
<b>500 or more</b>	<b>5 stewards</b>

**Plus additional Steward for each 100 employees**

Many CCAs across the country have stepped up to become union stewards. Question #40 in M-01870 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 job-related problem, however great or small. This provides management with a visible demonstration that they cannot bypass the union in dealing with letter carriers' concerns. Support your steward—because he or she supports you.

# 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 (CCA). 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.

## 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” cover 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 enforce 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.

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 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 A, then the union has the 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 Step 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 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 reached 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 then 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 as soon as possible and whatever else he or she may need 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.

# Discipline and Weingarten Rights

## Discipline

One of the most important ways NALC represents letter carriers is when letter carriers are disciplined or removed by management, 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 Appendix B 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, rather than punitive.***

***CCAs may be immediately placed in an off-duty status under the circumstances covered by Article 16.7. If the CCA completed the requisite period and has access to the grievance procedure pursuant to the previous paragraph, the requirements regarding notice, justification and the employee's ability to protest such action are the same as that for career employees under Article 16.7.***

***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.***

***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.***

The Questions and Answers 2011 USPS/NALC National Agreement (M-01870) 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 her 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, 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 earlier, 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.

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. However, 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.

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 career letter carrier, the discipline procedure contains some slight changes. For a more detailed explanation of the discipline procedure, refer to Article 16 of the National Agreement found on the NALC website at [www.nalc.org/workplace-issues/resources](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 representative 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.** 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 happy to cooperate in any investigation, but you will only answer questions once a steward is provided.

# Investigatory Interviews – Rights and Warnings

When an investigatory interview is being conducted by law enforcement officers, such as postal inspectors or an OIG agent, an employee may be read warnings. There are three distinct types of warnings that postal employees may be given: **Miranda**, **Garrity**, and **Kalkines**. This section of the guide will explain the different warnings and what employees should consider in these situations.

The most well-known warning is Miranda. Most people are familiar with this warning from watching crime programs on television.

## Miranda Warning

The Miranda warning is:

*You have the right to remain silent. Anything you say can and will be used against you in a court of law. You have the right to have an attorney present before any questioning. If you cannot afford an attorney, one will be appointed to represent you before any questioning.*

Once this warning is given, anything you say can be used in a court of law to try to prove guilt. If you are given a Miranda warning, you should consult with an attorney before answering any questions. Postal inspectors and OIG agents often present a PS Form 1067, *Warning and Waiver of Rights* and request that employees sign it. By signing this form, postal employees waive their Miranda rights. Letter carriers **should not sign** PS Form 1067 without first consulting with an attorney. If you do sign a PS Form 1067, anything said from that point forward can be used against you in a court of law.

ELM Section 665.3 requires all postal employees to cooperate with postal investigations. The USPS may take disciplinary action against an employee when he/she fails to cooperate during a normal investigatory interview that does not cross the threshold into a criminal investigation. This would appear to put the employee in an impossible position. Should an employee answer questions even if the answers may result in criminal charges, or should the employee refuse to answer, risking the possibility of discipline for “failure to cooperate” in an investigation? This problem was resolved by the federal courts in the Kalkines and Garrity decisions.

## Kalkines Warning

The Kalkines warning requires employees to make statements and cooperate, even if it could lead to being disciplined or discharged but provides criminal immunity for their statements. An example of a Kalkines warning, though the exact wording may vary, could read something like this:

*You are being questioned as part of an internal and/or administrative investigation. You will be asked several specific questions concerning your official duties, and you must answer these questions to the best of your ability. Failure to answer completely and truthfully may result in disciplinary action, including dismissal. Your answers and any information derived from them may be used against you in administrative proceedings. However, neither your answers nor any information derived from them may be used against you in criminal proceedings, except if you knowingly and willfully make false statements.*

This warning means the employees must be truthful but can do so without their answers being used against them in criminal proceedings.

## Garrity Warning

A Garrity warning advises suspects of their criminal and administrative liability for any statements made, but also advises suspects of their right to remain silent on any issues that may implicate them in a crime. An example of a Garrity warning, though the exact wording may vary, could read something like this:

*You are being asked to provide information as part of an internal and/or administrative investigation. This is a voluntary interview and you do not have to answer questions if your answers would tend to implicate you*

*in a crime. No disciplinary action will be taken against you solely for refusing to answer questions. However, the evidentiary value of your silence may be considered in administrative proceedings as part of the facts surrounding your case. Any statement you do choose to provide may be used as evidence in criminal and/or administrative proceedings.*

The Garrity warning helps to ensure suspects' constitutional rights. It also allows federal agents to use statements provided by suspects in both administrative and criminal investigations. If you are given a Garrity warning, you should consult with an attorney before answering any questions.

If a letter carrier is directed to participate in an OIG interview, and there is reason to believe that the carrier may be subject to **criminal prosecution**, the individual should consult an attorney immediately. While NALC branch officers/stewards may represent letter carriers in disciplinary actions, they are not lawyers and should not give advice on legal matters.

Despite all the warnings and legal language, employees still have a right to union representation. Employees need to remember that despite assurances that any information will not be used against them in a criminal proceeding; there are no assurances that the information will not be used against them in administrative or disciplinary proceedings.

# Pay and Overtime

## Pay Rates

The hourly rate for CCA employees is established in accordance with Appendix B, I. Non-career Complement, 1. General Principles, paragraph e, which reads:

### **Appendix B, I.1.e**

- e. The hourly rate for CCA employees shall be established in accordance with the City Carrier Assistant Schedule, Table Three. 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 Three can be found in the National Agreement at the end of Article 9 and looks like this:

<b>Table Three</b>			
<b>City Carrier Assistant (CCA) Schedule</b>			
<b>Hourly Rates</b>			
<b>Effective November 26, 2016 (PP 25-2016)</b>			
<b>RSC Q4</b>			
Grade	CC	BB	AA
1	16.41	16.91	17.41
2	16.75	17.25	17.75
<b>Hourly Rates for CCAs with Creditable TE Service*</b>			
<b>RSC Q5</b>			
Grade	CC	BB	AA
1	17.78	18.28	18.78
2	18.13	18.63	19.13
* Applies to CCAs with previous TE service after 9/29/2007 who were on the rolls as of January 10, 2013.			

New CCAs are hired at the Grade 1, step CC rate on RSC Q4, after 12 weeks of employment they are moved to step BB, and after an additional 40 weeks (52 total) they are moved to step AA.

RSC Q5 is for former TEs who were either on the rolls of the Postal Service or on their five-day break January 10, 2013.

The grade 2 designation is for CCAs who have been assigned to a carrier technician position. To receive the grade 2 pay, a CCA's PS Form 50, Notice of Personnel Action must be revised to reflect that he/she is assigned to a carrier technician position.

In addition to the step increases provided in table three, CCAs also receive the wage increases provided by Article 9, Sections 2 and 7 of the National Agreement, and the MOU Re: Pay Schedule Consolidation.

### **Article 9 Section 2. Basic Annual Salary**

**Effective November 26, 2016—the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to 1.2% of the basic annual salary for the grade and step in effect on the date of this Agreement.**

**Effective November 25, 2017—the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to 1.3% of the basic annual salary for the grade and step in effect on the date of this Agreement.**

## **MOU Re: Pay Schedule Consolidation**

**The parties hereby agree that effective November 24, 2018, all city carrier pay schedules will consolidate existing grade levels into a single grade, as follows:**

**Grade 1 CCAs in RSC Q4 and RSC Q5 will slot to the equivalent step in Grade 2 of their respective pay schedule, and retain time-in-step credit. The remaining grade level will be classified as "City carrier assistant."**

### **Carrier Technician Pay**

**Carrier Technicians (Occupation Code 2310-2010) and CCA Carrier Technicians (Occupation Codes 2310-0047 and 2310-0048) will receive additional compensation equivalent to 2.1% of the employee's applicable hourly rate for all paid hours.**

### **Article 9 Section 7. City carrier assistants (CCAs)**

**The CCA hourly rates in Table Three shall be adjusted by the general increases provided for in Article 9.2. In addition, CCAs will receive the following wage adjustments:**

**Effective November 26, 2016, the CCA hourly rates in Table Three shall be increased by 1.0%.**

**Effective November 25, 2017, the CCA hourly rates in Table Three shall be increased by 1.0%.**

**Effective November 24, 2018, the CCA hourly rates in Table Three shall be increased by 1.0%.**

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 8 hours in a service day or 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 or 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:

### **Article 8 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.)**

The overtime provisions of Article 8.4.E identify when penalty overtime rates apply. Sometimes this provision may be confusing for CCAs. CCAs that work beyond 10 hours in a service day earn penalty overtime for those hours. The provision also states penalty overtime is earned for all hours in excess of 56. The National Agreement does not allow for “pyramiding” of overtime rates, therefore penalty overtime is earned for daily hours beyond 10 or hours in excess of 56, but not both concurrently.

For example, you work the following hours:

		Straight Time	Overtime	Penalty Overtime
Saturday	11.5	8.00	2.00	1.50
Sunday	8.00	8.00		
Monday	11.5	8.00	2.00	1.50
Tuesday	11.5	8.00	2.00	1.50
Wednesday	11.5	8.00	2.00	1.50

So far, for the week you have earned the following totals: 40 hours of straight time, 8 hours of overtime and 6 hours of penalty overtime for a total of 54 hours.

Initially, you earned 8 hours of straight time, 2 hours of overtime and 1.5 hours of penalty overtime for each of the days Saturday, Monday, Tuesday, and Wednesday. On Thursday you work an additional 11.5 hours.

You reach 56 hours in the service week on Thursday; now only the hours worked beyond 56 are paid at the penalty overtime rate according to Article 8.4.E. The 6.00 hours of daily penalty overtime that you have already earned Saturday through Wednesday is offset in the total amount of penalty overtime you earn for the service week.

Now that you have reached 56 hours your week looks like this:

		Straight Time	Overtime	Penalty Overtime
Saturday	11.5	8.00	2.00	1.50
Sunday	8.00	8.00		
Monday	11.5	8.00	2.00	1.50
Tuesday	11.5	8.00	2.00	1.50
Wednesday	11.5	8.00	2.00	1.50
Thursday	11.5		8.00	3.50

## Night Shift Differential

Article 8.7 of the National Agreement states:

### ***Section 7. Night Shift Differential***

***For time worked between the hours of 6:00 p.m. and 6:00 a.m., career employees shall be paid additional compensation at the applicable flat dollar amount at each pay grade and step in accordance with Appendix A attached hereto.***

***(The preceding paragraph, Article 8.7, shall apply to City carrier assistant Employees.)***

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***

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

**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, career position change, or any other personnel action. All of your PS Form 50s may be reviewed in your electronic Official Personnel Folder (eOPF) on USPS LiteBlue Human Resources website at <https://liteblue.usps.gov>.

# 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.

Your pay stub will look like this.

012		12-3456		I M CARRIER		01234567		01-19		00123456	
PAYLOC		FINANCE NO.		EMPLOYEE NAME		EMPLOYEE ID		PAY PERIOD		SERIAL NUMBER	
DETAIL EARNINGS						GROSS TO NET				LEAVE STATUS	
WK	RSC/LEV	RATE	CODE	TYP	HOURS	PAY	THIS PERIOD		YEAR-TO-DATE	ANNUAL LEAVE (AL) CAT: 4.00	
2	Q 01	1779	844	W	32.00	56928	GROSS PAY	169561	988314	AL PRIOR YR BAL	2.00
2	Q 01	1779	844	O	7.83	20895	FED TAX SB	4576	21824	+ AL EARNED YTD	24.00
2	Q 01	1779	844	N	4.9	57	ST TAX OHS07	3666	19592	+ AL HOL EARNED YTD	0.00
1	Q 01	1779	844	W	38.60	68669	RETIRE	00	00	- AL USED YTD	8.00
1	Q 01	1779	844	O	3.29	8780	MEDICARE	2459	14331	= EARNED AL BAL	18.00
				L	8.00	14232	UN L	2558	15348	+ AL ADVANCED	0.00
							SOSEC	10512	61275	= AVAIL AL BAL	18.00
										AL USED THIS PP	8.00
										SICK LEAVE (SL) CAT: 0.00	
										SL PRIOR YR BAL	0.00
										+ SL EARNED YTD	0.00
										- SL USED YTD	0.00
										= CURRENT SL BAL	0.00
										SL USED THIS PP	0.00
										LEAVE WITHOUT PAY (LWOP)	
										PAY PERIOD LWOP	0.00
										PP01 TO CURRENT PP	0.00
										USPS RETIREMENT	
FLSA						41.89					
							NET PAY	1457.90	NT BK		0.00

At the top of your pay stub are six boxes which list:

- PAYLOC:** Pay Location - This is the number of the work assignment location where you work.
- FINANCE NO:** The USPS finance number assigned to your work office.
- EMPLOYEE NAME**
- EMPLOYEE ID:** The employee identification number (EIN) assigned to you when you were hired.
- PAY PERIOD:** The pay period for this earnings statement (first two digits) and the year of payment (second two digits).
- 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 pay level for the hours worked. Carrier technician duties are indicated as "02" in this column while all other letter carrier work is designated with "01".
- RATE:** Your hourly base rate of pay for the hours worked. The base rates are printed regularly in *The Postal Record* or on the [nalc.org](http://nalc.org) letter carrier pay chart.
- 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 in a day or 40 in a week, paid at 1.5 times the regular rate; V—penalty overtime, for hours worked past 10 a day or 56 a week, paid at twice the regular rate; N—night shift differential, for hours worked between 6 p.m. and 6 a.m.; H—holiday pay; L—leave hours taken; and G—guaranteed time, for daily hours guaranteed by USPS but not worked.

**HOURS:** This space will show the actual hours and hundredths worked for every hour type listed. If you keep track of your hours worked in the NALC Work Hour Tracker or a record of your own, you will be able to immediately take steps to correct any errors on your pay stub.

**PAY:** This space will show the total gross pay for each type of hours worked.

Add up the pay for each category of hours worked and you have your gross pay. Of course, that’s not the final number on your paycheck, since several items will be deducted first. 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, union dues (**UN L**), 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 (LCPF).

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 your annual leave (**AL**) category indicating how many hours of annual leave you earn per pay period. Under this section you will see your prior AL balance; the AL earned and used this pay period; and your cumulative available AL totals for the year to date. If you have used leave without pay (LWOP), Wounded Warriors Leave, or donated leave during the pay period it will be indicated in this section as well.

## Timekeeping

The Postal Service uses a unique timekeeping system. It is a variation of the military 24-hour clock, but records time in hundredths of an hour rather than minutes. A time conversion table is provided for letter carriers to use as a reference.

Paystubs and ePayroll statements represent time entries using this timekeeping system.



### TIME CONVERSION TABLE

Postal timekeepers use a combination of military time (for the hours) and decimal time (for the minutes). Hours in the morning need no conversion, but use a zero before hours below 10; to show evening hours, add 12. (Examples: 6:00 am = 0600; 1:00 pm = 1300.) Using this chart, convert minutes to fractions of one hundred. Thus, 15 mins. = .25, 30 mins. = .50, 45 mins. = .75, and so forth. (Examples: 8:15 am = 0825; 4:40 pm = 1667.)

Ordinary Time Clock	24-Hour Time Clock	Minutes	Hundredths	Minutes	Hundredths	Minutes	Hundredths
12 Midnight	0000	0	.00	21	.35	41	.68
1 AM	0100	1	.02	22	.37	42	.70
2 AM	0200	2	.03	23	.38	43	.72
3 AM	0300	3	.05	24	.40	44	.73
4 AM	0400	4	.07	25	.42	45	.76
5 AM	0500	5	.08	26	.43	46	.77
6 AM	0600	6	.10	27	.45	47	.78
7 AM	0700	7	.12	28	.47	48	.80
8 AM	0800	8	.13	29	.48	49	.82
9 AM	0900	9	.15	30	.50	50	.83
10 AM	1000	10	.17	31	.52	51	.85
11 AM	1100	11	.18	32	.53	52	.87
12 Noon	1200	12	.20	33	.55	53	.88
1 PM	1300	13	.22	34	.57	54	.90
2 PM	1400	14	.23	35	.58	55	.92
3 PM	1500	15	.25	36	.60	56	.93
4 PM	1600	16	.27	37	.62	57	.95
5 PM	1700	17	.28	38	.63	58	.97
6 PM	1800	18	.30	39	.65	59	.98
7 PM	1900	19	.32	40	.67		
8 PM	2000	20	.33				
9 PM	2100						
10 PM	2200						
11 PM	2300						

# ePayroll

CCAs also have access to payroll information electronically via <https://liteblue.usps.gov>. LiteBlue is a web-based portal specifically designed for employees of USPS. LiteBlue ePayroll is a system that allows employees to review their payroll accounts, allotments & benefits. LiteBlue login requires your employee identification number (EIN) and your USPS password. On LiteBlue select the "My HR" tab, then select "Access ePayroll". Your detailed ePayroll information is usually available online beginning on the Tuesday evening preceding your pay date. Within the ePayroll earnings statement page is a link that allows you to view adjustment details such as grievance payments or payroll adjustments which occurred during the pay period. On the next page is how your earnings statement might look when you view it on LiteBlue ePayroll.

USPS Employee Earnings Statement											UNITED STATES POSTAL SERVICE			
Employee: I M CARRIER		Pay Period: 26-2018									<b>Net Pay</b>			
Employee ID: 01234567		Pay Date: 12/28/18									<b>\$ 708.97</b>			
Finance Number: 01-2345		Pay Loc: 000		Inclusive Dates: 12/08/18 - 12/21/18										
Pay Period	Week	RSC	Level	Step	Des Act	Salary Rate	Hours Code	Description	Hours	Amount				
26-18	1	Q	01	AA	844	18.29	52	WORK HOURS	30.00	548.70				
26-18	1	Q	01	AA	844	18.29	76	NON-SCHEDULED CROSS-FOOT	10.00	.00				
26-18	2	Q	01	AA	844	18.29	52	WORK HOURS	30.00	548.70				
26-18	2	Q	01	AA	844	18.29	76	NON-SCHEDULED CROSS-FOOT	10.00	.00				
<b>Total Hours Gross Pay :</b>										<b>1,097.40</b>				
<b>Total Adjustments Gross :</b>										<b>.00</b>				
***** To view detailed information on adjustments, click on the View Adjustments link ==>											<a href="#">View Adjustments</a>			
Leave											Additional Pay / Other Compensation		Amount	
Category: 4.00 Leave Computation date: 03/18/17 Annual Leave (AL)											Pay Period	YTD		
AL Prior Year Balance														
AL Maximum Carryover														
AL Carried over from Prior Year														
+ AL Earned YTD														
+ AL Holiday Earned YTD														
- AL Used YTD														
= Earned Annual Leave Balance														
+ AL Advanced YTD														
= Available AL Balance														
AL Used this Pay Period														
Sick Leave (SL)											Total Additional Pay / Other Compensation :		.00 .00	
Category: .00											<b>Total Gross Pay :</b>		<b>\$ 1,097.40 \$ 27,772.21</b>	
SL Prior Year Balance											<b>Deductions</b>		Pay Period Amount YTD	
+ SL Earned YTD											Social Security		48.94 1,378.10	
- SL Used YTD											Medicare		11.45 322.30	
= Current SL Balance											Federal Tax: M 04		.00 see YTD below	
SL Used this Pay Period											Health Plan Pre-tax: (Self only) 321 NALC Health Benefit Plan		308.04 5,544.72	
Other Leave											State Income Tax: VT M 01		.00 348.50	
Leave Without Pay (LWOP)											Extra Federal Tax		20.00 746.31	
Pay Period LWOP											USPS HB Pln After-tax: (Self only) 100		.00 370.00	
Calendar LWOP YTD											USPS HB Pln After-tax: (Self + 1) 100		.00 450.00	
Leave Increment LWOP											Total Current Pay Period Deductions :		388.43	
Retirement											Total Adjustments Deductions :		.00	
YTD: Total:											<b>Total Deductions :</b>		<b>\$ 388.43 \$ 9,159.93</b>	
YTD: Insurance Income											<b>Net Pay (Net To Bank):</b>		<b>\$ 708.97 \$ 18,612.28</b>	
Pay Period: Earnings Statement Messages														

**Restricted Information / Confidential**

## Health Benefits for CCAs

A CCA's options regarding health insurance can be found in Appendix B Section 3. OTHER PROVISIONS, F. Article 21 – Health Insurance of the USPS/NALC National Agreement. Your options and the amount USPS will contribute toward your premium under this provision differ depending on your length of service as a CCA. These options can be quite confusing; therefore, this section will explain these options in the simplest possible terms. There are four paragraphs to this provision and each is indented followed by an explanation below.

### **Appendix B, Section 3. OTHER PROVISIONS**

#### **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 CCAs reappointed to another 360-day term after serving an initial 360-day term may enroll in any available plan in the Federal Employees Health Benefit Program (FEHBP); 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 FEHBP is administered by the Office of Personal Management (OPM) and governed by federal law. To enroll in a FEHBP 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 <https://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.

***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) self-only option equal to the greater of (a) \$125, or (b) the minimum required by the Patient Protection and Affordable Care Act.***

Paragraph 2 provides for CCA participation in the USPS Noncareer Health Care Plan at the self-only coverage level. This option is available to all CCAs regardless of your length of service. You may elect coverage either within 60 days of the date you were hired, within 60 days after returning from a five-day break in service, or during any open season period.

CCAs who did not elect to take this coverage during either their first 60 days of employment, or 60 days after returning from a five-day break in service, must wait until open season to enroll unless they have a qualifying life event (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 FEHBP found on the OPM website, they are not exactly the same. Be sure you are using the right information to determine eligibility.

***The Postal Service will make a bi-weekly contribution equal to 65% of the total premium for any CCA employee who wishes to participate in the USPS Noncareer Health Care Plan (USPS Plan) for either self plus one or family coverage during a CCA's initial year of CCA employment. After a CCA's first year of employment, the Postal Service will make a bi-weekly contribution equal to 75% of the total premium for either self plus one or family coverage. 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 3 provides for CCAs to participate in the USPS Noncareer Health Care Plan at either the self plus one or family coverage levels. As with the self only option, this option is available to all CCAs regardless of their length of service and the same enrollment periods apply. Other than Open Season, you may only change your enrollment from self only to self and family when certain qualifying life events occur as described in Handbook EL-520. CCAs will receive 65% of the total bi-weekly premium during initial year of employment and 75% after their first year.

***The Postal Service shall continue to provide the USPS Plan with self-only, self plus one, and family options for the duration of this Agreement.***

Paragraph four is to insure USPS continues to provide benefits at this level to all CCAs for the duration of the National Agreement regardless of what may happen on Capitol Hill.

### **Pre-Tax Payment of Premium Contributions**

For non-career employees, premiums are defaulted to be paid on an after-tax basis. Therefore, unless you elect the pre-tax payment of premiums, your premiums will be paid on an after-tax basis, and you can change your enrollment from Self and Family to Self Only, Self and Family to Self Plus One, Self Plus One to Self Only, or cancel your enrollment at any time — you do not have to have a qualifying life event.

When you elect to have your premium contributions withheld on a pre-tax basis, certain Internal Revenue Service (IRS) guidelines affect your ability to change coverage. You may elect to reduce your coverage, that is, to cancel your USPS Health Benefits Plan enrollment, or to go from Self Plus One or Self and Family to Self Only coverage, only during Open Season, unless you have a qualifying life event.

### **Changing your level of coverage and breaks in service**

While you may elect to begin coverage at the times described above, changes to your level of coverage may be limited to open season or when you have certain specific QLEs depending on your benefit selection. Most program options do not allow you to change your coverage level when returning from a break in service. If you are enrolled prior to your five-day break in service, your coverage will automatically continue when you return. You do not need to enroll again.

In summary, if you are in your initial year as a CCA you may elect coverage in the USPS Noncareer Health Care Plan at either the self only, self plus one, or family coverage level. If you elect self only coverage you will receive a bi-weekly contribution toward the total premium from the Postal Service which will be the greater of \$125 or the minimum required by the Patient Protection and Affordable Care Act, and applicable regulations. If you elect self plus one or family coverage you will receive from the Postal Service a contribution equal to 65% of the total bi-weekly premium.

After your initial year of employment as a CCA you may elect/continue coverage in the USPS Noncareer Health Care Plan. If you elect self only coverage you will receive a bi-weekly contribution toward the total premium from the Postal Service which will be the greater of \$125 or the minimum required by the Patient Protection and Affordable Care Act, and applicable regulations. If you elect self plus one or family coverage you will receive from the Postal Service a contribution equal to 75% of the total bi-weekly premium.

You have the additional option once you have completed a 360-day term and have been appointed to another 360-day term of selecting any one of the Federal Employees Health Benefit Program (FEHBP) plans. If you chose FEHBP the Postal Service does not make any contribution to the premium.

### **USPS Noncareer Health Benefit Plan**

	USPS Contribution Toward Premium		
	Self Only	Self plus one	Family
Initial Year	\$125*	65%	65%
After Initial Year	\$125*	75%	75%

\*Or the minimum required by the Patient Protection and Affordable Care Act, whichever is greater.

Upon conversion to 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.

### **U.S. Letter Carriers Mutual Benefit Association**

Non-career federal employees, including CCAs, are not eligible for life insurance through the USPS and the Federal Employee Group Life Insurance (FEGLI). 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 a life insurance company created with the sole purpose of serving letter carriers.

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 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 accounts 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.

For more information about the MBA and its plans, contact your local 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 [www.nalc.org/mba](http://www.nalc.org/mba).

### **NALC Group Accidental Death Benefit**

NALC provides an accidental death benefit for all NALC members. All active, retired, and city carrier assistants of the NALC in good standing are eligible for the benefit. The basic benefit coverage is \$5,000 and there is no cost to the members. The plan is administered by the MBA.

## Retirement Savings Plan for CCAs

CCAs are not eligible to participate in the Federal Employees Retirement System (FERS) until converted to career status. However, NALC offers CCAs an opportunity to begin saving for retirement. The CCA Retirement Savings Plan is 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 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 carrier letter carriers. The surrender charge will be waived in this instance only.

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: 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 go to [www.nalc.org/cca-retirement-savings-plan](http://www.nalc.org/cca-retirement-savings-plan) for an application or more information. You may also contact the MBA at NALC headquarters in Washington 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 USPS/NALC National Agreement specifically addresses all work hour issues for city carrier assistant (CCA) 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 work week 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 the "Opting and Hold-Downs" 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 national parties' *Joint Questions and Answers 2011 USPS/NALC National Agreement*, dated March 16, 2016 (M-01870). A complete list of those questions and answers can be found in the appendix of 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 in Article 8 of the National Agreement.

#### **Article 8 Section 8.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.***

These work hour guarantees are further clarified and agreed to in question number 23 of the national parties' *Joint Questions and Answers 2011 USPS/NALC National Agreement*, dated March 16, 2016, (M-01870) 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 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 national parties' *Joint Questions and Answers 2011 USPS/NALC National Agreement*, dated March 16, 2016, 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

Letter carriers daily receive an **unpaid** half hour lunch break daily. 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, which is found in the route book at each carrier case. Handbook M-41, *City Delivery Carriers Duties and Responsibilities*, section 251.6 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

Letter carriers 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 242.34 addresses this as such:

### **242.34 Street Time Allied Work Rules**

**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 confirms this, but 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. Handbook M-41, *City Delivery Carriers Duties and Responsibilities*, section 251.7 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.**

CCAs who work less than 8 hours in a service day will take their breaks as provided in the 2011 USPS/NALC *Joint Questions and Answers* (M-01870) question 81 below.

*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.**

## Comfort Stops

In addition to two paid ten minute breaks, letter carriers are entitled to reasonable comfort stops during the course of day. This issue is addressed in M-39, *Management of Delivery Services* Section 242.341 which states in part:

***Reasonable comfort stops will not be deducted from the carrier's actual time.***

If you have any further questions regarding lunch, breaks, and comfort stops, speak with your shop steward or 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:

### ***Article 14 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* (see next page) 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 employees' 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. For more information related to NALC efforts to promote safety and health, visit [www.nalc.org/workplace-issues/safety-and-health](http://www.nalc.org/workplace-issues/safety-and-health).



# Report of Hazard, Unsafe Condition or Practice



Hazard Control Number  
(Assigned by Safety Officer)

## I. EMPLOYEE'S ACTION

Area (Specify Work Location)

Describe hazard, unsafe condition or practice. Recommended corrective action.

<b>Employee</b>	Signature	Date and Tour
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## II. SUPERVISOR'S ACTION

Recommend or describe action taken to eliminate the hazard, unsafe condition or practice. (If corrective action has been taken, indicate the date of abatement.)

<b>Supervisor</b>	Signature	Date
-------------------	-----------	------

## III. APPROVING OFFICIAL'S ACTION (Check One and Complete)

<input type="checkbox"/>	The following corrective action was taken to eliminate the hazard, unsafe condition or practice (Indicate date of abatement):
<input type="checkbox"/>	A work order has been submitted to the manager, plant maintenance to effect the following change:
<input type="checkbox"/>	There are no reasonable grounds to determine such a hazard exists. This decision is based upon:

<b>Approving Official</b>	Signature	Date	Date Employee Notified
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## IV. MAINTENANCE ACTION (Complete if Necessary)

<b>Maintenance Supervisor</b>	Signature	Date	Date Hazard Abated
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## Injury Compensation — OWCP

One of the major benefits of being a NALC member is the union's commitment to helping members who are injured on the job. 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.

CCAs are covered by the Federal Employees' Compensation Act (FECA). The FECA provides wage loss benefits (income when you are injured on the job), 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. 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 Form CA-1 *Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation*. 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 Form CA-2 *Notice of Occupational Disease and Claim for Compensation*.

An injured employee has the initial right to select a physician of his/her choice to provide necessary treatment. Employee and Labor Relations Manual (ELM) Section 545.21 requires that the Postal Service promptly authorize medical treatment by issuing the employee a properly executed Form CA-16 *Authorization for Examination And/Or Treatment* within four hours of the claimed injury. Form CA-16 must contain the full name and address of the qualified physician or qualified medical facility authorized to provide service. The authorizing official must sign and date the form and must state his or her title. Form CA-16 authorizes treatment for 60 days from the date of injury, unless OWCP terminates the authorization sooner. A CA-16 should not be issued for an examination by a postal physician or contract clinic unless the injured worker agrees to be treated by them. For most injuries, it's best that the injured worker, not the Postal Service, choose the treating doctor. USPS is not required to issue a Form CA-16 more than one week after the occurrence of the claimed injury, so the form should be requested immediately. If USPS fails to provide you with Form CA-16 contact an NALC branch officer or shop steward.

When a claim is accepted, OWCP pays 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.

USPS 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 compensation 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.

If after speaking with your local branch you need further assistance, contact the NALC national business agent who represents your region. Visit the NALC website at [www.nalc.org/union-administration/nalc-regions](http://www.nalc.org/union-administration/nalc-regions) for the contact information of the national business agent in your region or [www.nalc.org/workplace-issues/injured-on-the-job](http://www.nalc.org/workplace-issues/injured-on-the-job) to obtain help related to on-the-job-injury and illness claims. If necessary, your business agent will facilitate communication between you and one of the NALC's Regional Workers Compensation Assistants (RWCAs). These specially trained representatives work full-time providing advice and representation to NALC members at no cost.

Sometimes, private sector organizations or individuals may approach you wanting to assist you with your compensation claim; **do not engage them.** These companies may not have your best interests in mind when dealing with the Department of Labor and your compensation case. NALC has expert assistance free of charge and should be your only resource when handling an on-the-job injury claim.

## Reasonable Accommodation

The Rehabilitation Act of 1973 prohibits discrimination against qualified employees and job applicants with disabilities and imposes an obligation on the Postal Service to find ways to accommodate a qualified individual with a disability where appropriate. The goal of reasonable accommodation is to enable qualified individuals with disabilities to perform the essential functions of the job and to enjoy equal employment opportunities. USPS Handbook EL-307, *Reasonable Accommodation, An Interactive Process* explains the Postal Service's obligations and procedures for providing reasonable accommodation.

A qualified individual with a disability is someone who has a physical or mental impairment that substantially limits a major life activity, meets prerequisites (skills, experience, education, and other requirements) for the job the individual holds or desires, and can perform the essential functions of the position with or without reasonable accommodation. A major life activity is an activity of fundamental significance to most persons and includes obvious functions such as hearing, seeing, walking, speaking, caring for self, performing manual tasks, and breathing. Reasonable accommodation is provided when an impairment substantially limits a major life activity rendering an individual unable to perform the major life activity or significantly restricts his or her performance when compared to an average person's performance of the same activity.

If you believe you are a qualified individual with a disability who requires accommodation in your job, or in a job you seek, make your request orally or in writing to your supervisor or manager. Explain the nature of your limitations and the accommodation you need. (This request can also be made by someone on your behalf.)

NALC recognizes the importance of reasonable accommodation to our members. In addition to the USPS requirements contained in Handbook EL-307, NALC negotiated a specific memorandum of understanding pertaining to reasonable accommodation for our deaf and hard-of-hearing members.

This MOU of the National Agreement states:

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

**Re: Deaf and Hard of Hearing**

**REASONABLE ACCOMMODATION FOR THE DEAF AND HARD OF HEARING**

**MANAGEMENT'S RESPONSIBILITY**

***Management has an obligation to reasonably accommodate Deaf and Hard of Hearing employees and applicants who request assistance in communicating with or understanding others in work related situations, such as:***

- a. During investigatory interviews which may lead to discipline, discussions with a supervisor on job performance or conduct, or presentation of a grievance.***
- b. During some aspects of training including formal classroom instruction.***
- c. During portions of EAP programs and EEO counselings.***
- d. In critical elements of the selection process such as during testing and interviews.***
- e. During employee orientations, safety talks, CFC and savings bond drive kickoff meetings.***
- f. During the filing or meetings concerning an employee's OWCP claim. Reasonable accommodation must be approached on a highly individualized, case by case basis. The individual's input must be considered prior to making a decision regarding accommodation.***

**IMPLEMENTATION**

***This obligation is met by selecting an appropriate resource from the variety of resources available.***

***In selecting a resource, the following, among others, should be considered, as appropriate:***

- The ability of the deaf or hard of hearing employee to understand various methods of communication and the ability of others to understand the deaf or hard of hearing employee.***
- The importance of the situation as it relates to work requirements, job rights, and benefits.***
- The availability and cost of the alternative resources under consideration.***
- Whether the situation requires confidentiality.***

***Available resources which should be considered include:***

- a. Installation heads are authorized to pay for certified interpreters. Every effort will be made to provide certified interpreters when deemed necessary by an application of the principles set forth herein.***
- b. In some states, the Division of Vocational Rehabilitation (DVR) provides interpreters at no charge. When a decision is made that an interpreter is the appropriate accommodation and a DVR interpreter is not available, other methods of securing an interpreter should be used.***
- c. Volunteer interpreters or individuals skilled in signing may be obtained from the work force or from the community. The skill level of such persons should be considered.***
- d. In some situations, written communications may be appropriate. The deaf or hard of hearing employee's ability to understand written communications should be considered.***
- e. Supervisors, training specialists, EAP, and EEO counselors may be trained in sign language.***
- f. Deaf or hard of hearing applicants should normally be scheduled for a specific examination time when an interpreter will be available.***
- g. State or Federal relay services may provide a way for a deaf or hard of hearing employee to conduct postal business by telephone with other employees and customers.***

***Management will provide the following assistance for deaf and/or hard of hearing employees:***

- a. All films or videotapes designed for the training or instruction of regular work force employees developed on or after October 1, 1987, shall be opened or closed captioned. To the extent practicable, existing films or videotapes developed nationally that will continue to be used by deaf or hard of hearing employees with some frequency, will be opened or closed captioned.***
- b. Special telecommunications devices for the deaf will be installed in all postal installations employing deaf employees in the regular work force. Special telecommunications devices or telephone volume control devices will be installed for hard of hearing employees whenever a hard of hearing employee requests and needs such a reasonable accommodation in order to communicate by phone. These devices will be available to deaf and/or hard of hearing employees for official business and in the case of personal emergencies. As appropriate, Management will provide training to staff on the use of these special telecommunications devices.***
- c. A visual alarm will be installed on all moving powered industrial equipment in all postal installations employing deaf employees in the regular work force or in any installation where such a reasonable accommodation is requested and necessary for a hard of hearing employee.***
- d. Visual fire alarm will be installed in all new postal installations (installations for which the U.S. Postal Service, as of June 12, 1991, had not awarded a contract for the design of the building) where the Postal Service installs audible fire alarms. The parties will discuss and seek to agree at the local level about the installation in such other facilities as may be appropriate.***

## **JOINT LABOR-MANAGEMENT MEETINGS**

***Discussion of problem areas with regard to the use of certified sign interpreters, enhancement of job opportunities for the deaf and hard of hearing, type of special telecommunications devices or volume control devices to be installed, installation of visual alarms or other systems such as tactile devices at other than new postal installations, and the availability of new technologies which may help deaf and hard of hearing employees perform a variety of tasks are appropriate matters for consideration at Joint Labor-Management meetings. Discussion of such matters at Labor-Management meetings is not a prerequisite to the filing or processing of a grievance.***

As part of the accommodation process USPS must provide resources to assist qualified letter carriers who are deaf or hard-of hearing. For more information on reasonable accommodation visit [www.nalc.org/workplace-issues/resources/manuals/2012/EL-307-October-2008-Reasonable-Accommodation-An-Interactive-Process.pdf](http://www.nalc.org/workplace-issues/resources/manuals/2012/EL-307-October-2008-Reasonable-Accommodation-An-Interactive-Process.pdf).

## 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 fields 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.

### **Article 35 Section 1. Programs**

***The Employer and the Union express strong support for programs of self-help. The Employer shall provide and maintain a program which shall encompass the education, identification, referral, guidance and follow-up of those employees afflicted by the disease of alcoholism and/or drug abuse. When an employee is referred to the EAP by the Employer, the EAP staff will have a reasonable period of time to evaluate the employee's progress in the program. This program of labor-management cooperation shall support the continuation of the EAP for alcohol, drug abuse, and other family and/or personal problems at the current level.***

***An employee's voluntary participation in the EAP for assistance with alcohol and/or drug abuse will be considered favorably in disciplinary action proceedings.***

### **Section 2. Joint Committee**

***For the term of the 2016 National Agreement, the Employer and the Union agree to establish at the national level a National EAP Committee. The Committee will have responsibility for jointly assessing the effectiveness of EAPs operating inside and outside the USPS, and for developing on an ongoing basis the general guidelines with respect to the level of services and the mechanisms by which the services will be provided.***

EAP is a free, voluntary, and confidential program that offers assessment, referral, short-term counseling, and work/life consultation to postal employees, their families, or anyone living in their household.

The EAP can help you resolve personal concerns, so you can be your best at work and at home. EAP is designed to help with a variety of issues including substance abuse, marital and relationship problems, grief counseling, work life balance, stress management, health, and wellness. These topics are just a sampling of the areas in which EAP can provide support.

Since this program has the mutual support of both USPS and 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 completely confidential. 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](http://www.eap4you.com).

# 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. All categories of leave are requested by submitting PS Form 3971, *Request for or Notification of Absence* discussed in this chapter. More information regarding the PS Form 3971 is contained in the “On-the-Job” section of this guide. The following topics are the various types of leave, 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.

## Wounded Warriors Leave

On November 5, 2015, President Obama signed the Wounded Warriors Federal Leave Act of 2015. The Act requires federal agencies to make leave immediately available to eligible disabled service members to attend medical appointments without loss or reduction of pay. In response to the passage of the Wounded Warriors Federal Leave Act, the Postal Service created policy guidelines and procedures for administering a distinct category of leave called Wounded Warriors Leave.

The Postal Service recognizes the value veterans add to the workforce and supports employment of veterans who have chosen to commence or resume a civilian career with the Postal Service following their military service. Consistent with the requirements of the Wounded Warriors Federal Leave Act of 2015, the Postal Service allows any employee who meets the eligibility requirements to take a specifically designated type of leave, without loss or reduction in pay, for undergoing medical treatment for a service-connected disability.

Eligible military veterans will be credited with 104 hours of Wounded Warriors Leave each leave year. The Postal Service released Management Instruction, EL-510-2019-2 (M-01901), setting forth policy guidelines and standard procedures for administering this category of leave.

### Definitions

**Wounded Warriors Leave** is an authorized absence from the Postal Service to undergo medical treatment for a service-connected disability rated at 30 percent or more. It is a separate leave category, distinct from sick leave.

**Treatment** is an in-person visit to a health care provider, as specified in Section 513.364 of the *Employee and Labor Relations Manual (ELM)*, and includes the course of action prescribed by a health care provider. Treatment includes, but is not limited to, examination for and evaluations of the health condition that has caused the disability rating.

**Health Care Provider** is the employee’s attending physician or other attending practitioner as recognized by ELM 515.2.

**Leave Year** means the period beginning on the first day of the first pay period of the calendar year, concluding with the last day of the last pay period of the calendar year. It is the period during which an employee may use Wounded Warrior Leave.

### Eligible Employees

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

### Employees with Pending Disability Determinations

Otherwise eligible employees with pending disability determinations who at any time during any leave year receive a 30 percent or more disability rating will be eligible for leave retroactively to the first day of that current leave year. Any leave without pay (LWOP) or leave used while the determination is pending will be reimbursed and replaced

with Wounded Warriors Leave, as appropriate, up to the maximum number of hours allowed. Wounded Warriors Leave may be retroactively applied for only the most current leave year and for no more than 104 hours.

## **Losing the Disability Rating**

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

## **Accrual and Crediting**

### **General**

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

### **Initial Eligibility**

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

### **Additional Eligibility**

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

### **Carryover**

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

### **Separation**

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

Ideally, absences in which Wounded Warriors Leave could be used would be known in advance; however that may not always be the case. The Postal Service acknowledges this and within its policy describes what employees should do to request Wounded Warriors Leave in circumstances of both a foreseeable and unforeseeable nature. That policy reads:

#### ***Requests for Wounded Warriors Leave***

##### ***Foreseeable Leave***

***All employees requesting Wounded Warriors Leave must:***

***a. Submit their request on PS Form 3971, Request For or Notification of Absence, in advance to the appropriate supervisor; and***

***b. Designate the reason for the absence as "other" and write "Wounded Warriors Leave" in the space provided.***

##### ***Unforeseeable Leave***

***The Postal Service makes an exception to the advance approval requirement for unexpected treat-***

**ment that qualifies for Wounded Warriors Leave. When the need to use Wounded Warriors Leave is not foreseeable, the employee must notify the appropriate supervisor of the following items:**

- a. The employee's treatment;**
- b. The expected duration of the absence; and**
- c. The applicability of Wounded Warriors Leave as soon as possible.**

Alternatively, the employee may use the Interactive Voice Response (IVR) system to record his or her absences. If the employee does not submit PS Form 3971 before the absence, the supervisor must provide it to the employee upon his or her return to duty.

An employee's supervisor is responsible for approving or disapproving requests for Wounded Warriors Leave by signing PS Form 3971 and returning a copy to the employee. In addition, to verify that Wounded Warriors Leave requested by an employee is appropriately used for the treatment of a service-connected disability, the requesting employee must provide proof from the health care provider that the employee used the leave to receive treatment for a covered disability. USPS has created a form to be used for this verification; a PS Form 5980, *Treatment Verification for Wounded Warriors Leave*.

This category of leave is a very important benefit to letter carriers who also are veterans with a disability rated at 30 percent or greater. Disabled veterans generally are required to attend regular medical appointments to maintain their health and to continue their eligibility to receive their veterans' benefits. Frequently, it is unavoidable that such appointments must be scheduled during normal work hours and Wounded Warriors Leave provides some relief to those who are eligible and must receive necessary treatment.

A copy of the management instruction outlining the complete policy guidelines established for the administration of Wounded Warriors Leave is available on the NALC website at [nalc.org](http://nalc.org). The document, can be found on the Military Veterans, Contract Administration Unit, and City Delivery pages. PS Form 5980 can be found on those pages as well.

## **Annual Leave**

Annual leave (AL) 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). Appendix B 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:

### **Appendix B Section 3. OTHER PROVISIONS**

#### **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.**

#### **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.**

CCAs may not carry over annual leave from year to year. Instead, they receive a terminal leave payment for any unused annual leave remaining at the end of their 360-day appointment.

### **Locally Negotiated Leave Provisions for CCAs**

The Memorandum of Understanding (MOU) Re: *City Carrier Assistant (CCA) Annual Leave* found in Appendix B of the 2016 National Agreement required local branches to negotiate leave provisions for CCAs if their Local Memorandum of Understanding (LMOU) did not already have such provisions. The MOU states:

***“In any office that does not have provisions in its current LMOU regarding annual leave selection for CCAs, the parties agree that, during the 2017 local implementation period, the local parties will, consistent with the needs of employees and the needs of management, include provisions into the LMOU to permit city carrier assistant employees to be granted annual leave selections during the choice vacation period and for incidental leave. Granting leave under such provisions must be contingent upon the employee having a sufficient leave balance when the leave is taken.”***

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

## **Bereavement Leave**

The MOU *Re: Bereavement Leave* found in 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. The 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.***

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).

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

## **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; 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 eligible employees time off work without penalty to care for/bond with a new child, to care for a family members or the employee's own serious medical condition, or for certain exigencies arising from the employee's spouse, son, daughter, or parent who is a covered military member on "covered active duty". 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; 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. These forms can be found at [www.nalc.org/workplace-issues/contract-administration-unit/fmla](http://www.nalc.org/workplace-issues/contract-administration-unit/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 employ-***

***ee 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 NALC branch officer.

## **Leave Sharing Program**

The MOU *Re: Leave Sharing* found in the National Agreement gives CCAs the opportunity to participate in the Postal Service's Leave Sharing Program. The MOU states:

***The Postal Service will continue a Leave Sharing Program during the term of the 2016 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 indicates, 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 NALC branch officer.

# Holidays

Information regarding CCA paid holidays can be found in Article 11.8.A of the National Agreement between the NALC and the USPS. CCAs will receive holiday pay for six holidays per calendar year.

## **Article 11 Section 8. City Carrier Assistant Holidays**

### **A. Holidays Observed**

**The following six (6) days shall be considered holidays for city carrier assistants (CCAs):**

**New Year's Day**

**Memorial Day**

**Independence Day**

**Labor Day**

**Thanksgiving Day**

**Christmas Day**

### **B. Eligibility**

**To be eligible for holiday pay, a CCA 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.**

### **C. Payment**

**CCAs shall receive holiday pay at the employee's base hourly straight time rate. The number of hours of holiday leave pay for a CCA will be determined by the size of the office in which he/she works:**

- **200 Workyear offices 8 hours**
- **POStPlan offices 4 hours**
- **All other offices 6 hours**

To receive holiday pay, you must be in a pay status the last hour of the preceding **scheduled** work day or the first hour of the next **scheduled** work day. You will still be entitled to holiday pay even if your scheduled work days are not immediately adjacent to the holiday.

Even though you receive holiday pay for the holidays listed above, this does not mean that you will be off work on the holiday. Letter carriers often work on holidays to ensure the best service to our customers. Please be sure to check the posted schedule in your employing office to determine whether you are scheduled to work on the holiday.

## 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 in 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 March 16, 2016 *Questions and Answers 2011 USPS/NALC National Agreement* (M-01870):

*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 of M-01870:

*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 with 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 of M-01870:

*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 41.2.8.7 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.*

*62. How are the provisions of Article 41.2.B.6.(a) referenced in Appendix B. / 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 -10- M-01870 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.***

## **Transfers and 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 63, 64, 66, and 67 of M-01870:

*63. 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.**

*64. 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.**

## **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. This is addressed in Section g of the CCA General Principles of the National Agreement below:

- 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 is also important if the Postal Service decides to separate/not reappoint a CCA for lack of work or operational reasons. Sections h and i of the CCA General Principles require the Postal Service to separate the CCA with the least relative standing first in these situations:

- 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.**

A CCA separated for lack of work or due to operational circumstances 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 significant 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.

If you have any further questions or concerns regarding your relative standing, make sure you consult with your shop steward or 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 the supervisor who oversees the full-time assignment.

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

Article 41 Section 2.B.4 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 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.***

### Eligibility

Full-time reserve letter carriers, full-time flexible letter carriers, unassigned full-time carriers, part-time flexible carriers, and city carrier assistants may all opt for hold-down assignments. CCAs must fulfill the waiting period before they can opt on a hold-down assignment.

### Waiting Period

CCA opting rules, regarding a waiting period, have been addressed by the national parties' *Joint Questions and Answers 2011 USPS/NALC National Agreement*, dated March 16, 2016. 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 (LMOUs) or past practice (Memorandum of Agreement, February 7, 1983, M-0446). 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. These openings are filled as regular hold-downs, 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.

**Conversion to Career** – If a CCA is converted to career while on a hold-down opt, the CCA has the option to remain on the hold-down assignment for its duration or move to the new bid assignment.

## Bumping

A situation where a CCA being “bumped” from a hold down may happen in order to provide a part-time flexible employee (PTF) 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 situation.

*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.**

The *Joint Contract Manual (JCAM)* incorporates language related to CCAs and opting rules. From the *JCAM*:

**Removal From Hold-Down.** There are exceptions to the rule against involuntarily removing employees from their hold-downs. Part-time flexible employees and city carrier assistants 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, M00293), 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 “hold-down” 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 (LMOU) 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. On these occasions, 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 this instance 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 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. Additionally, PTFs and CCAs on a hold-down opt are not entitled to the non-scheduled day of the assignment. PTFs and CCAs may still be scheduled to work, perhaps on another assignment.

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

# Uniforms

Letter carriers are the public face of one of the country's largest employers, representing the 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

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 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.***

#### ***Section 2. Annual Allowance***

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

***A. Effective May 21, 2017 the annual allowance for all eligible employees shall be increased from present \$420.00 per annum to \$441.00 per annum. The increase shall become effective on the employee's anniversary date.***

***Effective May 21, 2018 the annual allowance for all eligible employees shall be increased from \$441.00 per annum to \$452.00 per annum. The increase shall become effective on the employee's anniversary date.***

***Effective May 21, 2019 the annual allowance for all eligible employees shall be increased from \$452.00 per annum to \$464.00 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 May 21, 2017 - \$102.00 if entitled to \$441.00 per annum.***

***Effective May 21, 2018 - \$104.00 if entitled to \$452.00 per annum.***

***Effective May 21, 2019 - \$107.00 if entitled to \$464.00 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.***

## Purchasing Uniforms

In March of 2016 the Postal Service and NALC representatives at the national level also agreed to question 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 (M-01870)*. 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?*

**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.**

After conversion to career status, letter carriers will receive the additional uniform allowance credit referenced in Section 2.B above, not the first time he or she receives their uniform allowance as a CCA.

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 in the Appendix of this guide. Although the uniform allowances listed in M-01822 are from the 2011-2016 NALC/USPS National Agreement, the same principles of the uniform program apply and managers should use it, along with the new uniform allotment amounts listed above, to ensure letter carriers are receiving the proper credit.

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 NALC branch officer.

# Working in Another Installation

## Temporary Assignments

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:

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

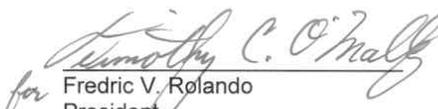
**Re: City Carrier Assistants - Temporary Assignments to Other Post Offices**

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

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. USPS Handbook F-15, *Travel and Relocation* 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.**

- Mileage from home to temporary duty station**
- Mileage from home to permanent duty station**
- Allowable mileage**
- x Standard mileage rate from Appendix A**
- Amount you may claim for reimbursement**

**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 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. Memorandum of Understanding *Re: Questions and Answers 2011 USPS/ NALC National Agreement* (M-01870) 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 requested reassignment, a dated letter should be written to both installation heads and the CCA should keep copies for their records.

## 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 National Agreement and applies to letter carriers, including CCAs.

### ***Memorandum of Understanding 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 jointly developed *Questions and Answers 2011 USPS/NALC National Agreement* dated March 16, 2016.

*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.***

PS Form 8048, *Commercial Emergency Vehicle Hire* details the agreed to daily or hourly dollar rate; the number of days, hours, and mileage used; and a complete set of instructions on the reverse of the form. CCAs should not use their privately owned vehicles for work purposes unless they agree to do so via PS Form 8048. Once an agreement to use your privately owned vehicle has been made, refer to your shop steward for local practices regarding payment. If you feel management has acted in violation of the above references, see your shop steward or NALC branch officer.

# On The Job



## Sanctity of the Mail

The Postal Service requires its employees to adhere to very high standards of integrity and fidelity. These standards are set forth 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 mails or other violations of these 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.

When you were hired you signed PS Form 8139, *Your Role in Protecting the Security of the United States Mail*. This form is your pledge to uphold public trust and protect the security of the mail. This document, along with many others, is retained in your official personnel file for your entire career. Be mindful of this pledge when performing your letter carrier duties.

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.

## Security Check - Fingerprints

When you were hired by the Postal Service as a CCA, you were subject to a security check which included a requirement that you be fingerprinted. As of August 1, 2016, all new employees, both career and non-career must have a National Agency Check with Inquiries (NACI) new hire investigation. Some CCAs hired before August 1, 2016 were given a Special Agency Check with Inquiries (SACI) and the NACI was done upon conversion to career. USPS now requires all employees both career and non-career to have a NACI.

These requirements can be found in Section 56 of USPS Handbook EL-312, *Employment and Placement*.

Prior to February of 2015, the fingerprinting for the NACI 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 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 in M-01854 which reads in relevant part:***

***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 NALC branch officer.

## Following Instructions of Your Manager

Letter carriers 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; 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.***

At times, following the instructions of your manager or supervisor can create difficulties when those instructions come over your Mobile Delivery Device (MDD) scanner or your personal mobile phone. In September of 2015, USPS issued a policy regarding this type of communication which states:

“The use of a mobile phone while in the performance of delivery is prohibited. This includes talking, texting, emailing, posting to social media, driving a postal vehicle and delivering mail/packages. Postmasters, Managers and Supervisors should only contact on duty carriers via the mobile delivery device for limited USPS business or an emergency.”

Handbook EL-814, *Postal Employee's Guide to Safety*:

### **Section A. General Rules**

***Drive defensively and professionally; extend courtesy in all situations; and obey all state, local, and Postal Service regulations (including wearing a seatbelt when driving a vehicle owned, leased, or contracted by the Postal Service).***

Most states across the country have implemented laws targeting distracted driving habits. These laws are enforceable as Postal Service policy under handbook EL-814.

*Employee and Labor Relations Manual* (ELM) Section 831.32 states:

### **831.332 Drivers' Responsibilities**

***Drivers must:***

- a. Drive safely and defensively,***
- b. Practice personal safety,***
- c. Obey all state and local traffic laws and Postal Service driving policies, and***
- d. Extend courtesy in all situations.***
- e. Do not use a cell phone while driving. Pull off the road to a safe location before using the phone.***

If you receive a text message or phone call from your supervisor while driving, pull off the road, place the vehicle in park, shut off the engine, and set the parking (emergency) brake. If you are delivering on foot, check your surroundings to make sure it is safe to take the call or review the message. Your supervisors and managers do not know exactly what you are doing when they reach out, so you must use your judgment. Stay safe.

Keep track of the extra time that these distractions cause. On your return to the office, report this additional time through a revision to PS Form 3996. If there is a dispute over your local cell phone policy or the extra

time you may need to respond safely, don't argue with management. Politely ask for time with your steward and let them handle the situation.

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

## Personal Conduct and Social Media

The Postal Service and NALC have a long history of earning high levels of public respect and trust. City letter carriers take pride in this history and always strive to present a positive image to the community.

Acknowledging this tradition of respect, the Postal Service places certain expectations on the conduct of letter carriers.

The Postal Service outlines these expectations in the *Employee and Labor Relations Manual* (ELM), Section 665.16, regarding conduct in and out of the workplace:

### **665.16 Behavior and Personal Habits**

***Employees are expected to conduct themselves during and outside of working hours in a manner that reflects favorably upon the Postal Service. Although it is not the policy of the Postal Service to interfere with the private lives of employees, it does require that postal employees be honest, reliable, trustworthy, courteous, and of good character and reputation. The Federal Standards of Ethical Conduct referenced in 662.1 also contain regulations governing the off-duty behavior of postal employees. Employees must not engage in criminal, dishonest, notoriously disgraceful, immoral, or other conduct prejudicial to the Postal Service. Conviction for a violation of any criminal statute may be grounds for disciplinary action against an employee, including removal of the employee, in addition to any other penalty imposed pursuant to statute. Employees are expected to maintain harmonious working relationships and not to do anything that would contribute to an unpleasant working environment.***

Handbook M-41, *City Delivery Carriers Duties and Responsibilities* Chapter 1 Section 112 reads in part:

***112.52 Conduct affairs of personal life in a way that will reflect creditably on both you and the Postal Service.***

Keep the ELM and M-41 guidelines above in mind when interacting with the public or using social media.

You have the right to use personal social media outside of work hours at your discretion; however, be cautious when making posts related to your job with USPS. Comments you make on social media may be misinterpreted by customers, coworkers, or management, which could create difficulties in the work place.

The Postal Service social media policy is contained in the *Administrative Support Manual* (ASM) Section 363. Remember, participation in union social media activity is not limited by the ASM guidelines; refer to the "Letter Carriers and The Hatch Act" section of this guide for the "do's and don'ts" related to social media. The USPS social media policy mainly addresses the conduct of employees who use social media in their official capacity to communicate with the public or other employees.

From the USPS *Administrative Support Manual*:

### **Section 363.2 Responsible Use of Social Media**

***The following rules and regulations apply to Postal Service employees who use social media in their official capacity to communicate with the public or Postal Service employees.***

***a. The web is not anonymous. Generally, everything that you post is accessible to anyone with a browser. Assume that everything you post can be traced back to the Postal Service and to you personally. While some web sites have a restricted content feature, keep in mind that external content is NOT as secure as content that resides on the Postal Service's Intranet. Everything you publish will reflect on the Postal Service's brand and reputation.***

***b. All proprietary information and information covered by the Privacy Act are off limits. Do not post Postal Service information that has not already been made available publicly by the Postal Service. Posting material or online discussion of information related to Postal Service revenue forecasts,***

**personnel matters, future products, unannounced pricing decisions, undisclosed financial results, or similar matters is prohibited and might result in legal action against you and/or the Postal Service. It is your responsibility to respect and protect the Postal Service's confidential information by not commenting on these topics. When in doubt about what discussion topics or comments are appropriate, please contact your immediate supervisor, Corporate Communications, or the Office of the General Counsel for guidance.**

**c. Refer any media inquiries to Corporate Communications. If your blog or other social media application receives a media inquiry about the Postal Service or its products, services, or employees, you must call Corporate Communications before responding at 202-268-2155.**

**d. Be respectful. Whether in the actual or virtual world, your interactions and discourse should be respectful. The Postal Service Standard of Conduct states, "Employees are expected to maintain harmonious working relationships and not to do anything that would contribute to an unpleasant working environment." Do not verbally attack other individuals or companies. This includes fellow employees, contractors, customers, vendors, and competitors.**

**e. Legal requirements. You must comply with brand, trademark, copyright, fair use, privacy, and financial disclosure laws. If you have questions about these, contact the Postal Service Law Department.**

**f. Be responsible. Abide by existing Postal Service privacy, information security, ethics, and copyright policies. No employee shall post content included in the below listed categories:**

- 1. Information that infringes on another individual's privacy rights.**
- 2. Personally identifiable or sensitive information, including sensitive business information (e.g., information on Postal Service contracting agreements, disciplinary actions, pending administrative hearings, and internal memos).**
- 3. Personal attacks, accusations, threats, or discriminatory comments targeting specific individuals or groups.**
- 4. Endorsements of political parties, candidates, or groups.**
- 5. Discussions of topics unrelated to the Postal Service's mission.**
- 6. Profanity – any content that is generally considered obscene, deceptive, or defamatory.**
- 7. Content advocating unlawful action.**
- 8. Material that violates copyright laws.**

**g. Be transparent. Use your real name, identify that you work for the Postal Service, and be clear about your role. It is never acceptable to hide your identity or try to plant statements that appear to be from an objective observer when they are really made by Postal Service employees in their official capacity**

Whether employees choose to participate in social media on their personal time is their decision; however, employees may not speak for or act on behalf of the Postal Service. All uses of social media related to official USPS business require management consent.

Be mindful of your personal conduct and what you are posting on social media; you never know who may be watching.

## Sunday Delivery and Other Services

The Postal Service is looking for ways to expand delivery options and provide additional services for mailers. City carrier assistants are essential to this economic growth. 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 holidays. The Postal Service primarily uses CCAs to deliver these parcels.

USPS is using a computer program called Dynamic Routing to sequence these parcels and create dynamic routes. A manifest of the parcels' delivery locations is loaded into the dynamic routing 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 most of the time, CCAs should ensure that the line of travel created is safe.

With the huge growth in ecommerce, USPS has increased revenue opportunities and offers additional services to the American people. USPS has partnered with national level retailers to provide additional next day services in certain markets. Consumers can order online goods to be picked up by letter carriers at the store, then delivered to the customer in one to two days. USPS and NALC are committed to exploring new delivery initiatives nationwide.

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. The new scanners communicate through GPS signals that provide a digital tracking of parcels for customers. Customers can now receive near real-time notification of when they are delivered. Additionally, USPS has a program which allows customers to digitally preview their daily mail that will be arriving soon. Customers can see the images of their mail either by logging into their USPS.com account, the USPS Mobile App, or in their email. With near real-time notification of parcels and the ability to preview incoming mail, customers are more connected with USPS than ever before.

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.

## Customer Connect Program

Customer Connect is a program that encourages letter carriers to identify new business and revenue opportunities for the Postal Service. By touching every address in the U.S. at least six days a week, letter carriers naturally develop special relationships with all of their customers.

Since mid-2003, letter carriers have successfully used Customer Connect to take advantage of their special relationship with businesses, encouraging business patrons to ship with USPS instead of a private delivery service. All letter carriers may submit sales leads to the local Customer Connect coordinator by filling out a brief lead card. Letter carriers are not required to sell anything; you can simply provide the customer's contact information via the lead card. This "lead" is then contacted by a USPS sales team member to discuss the customer's mailing and shipping needs and how the USPS can save them money. More often than not, USPS shipping rates are lower than those of private delivery services. USPS also offers customers economical options for advertising via direct mailings. These cost-effective direct mailings can be used to blanket certain cities, zip codes, or routes as designated by the customer.

Letter carriers without direct relationships or contact with business customers while at work can find leads whenever or wherever they see a potential opportunity. Leads can be for businesses that employees see advertised on television or walk by every day, as well as businesses that belong to friends or family members. Perhaps you know someone who runs a home-based business that needs affordable shipping choices.

The Customer Connect Program has provided USPS sales opportunities totaling \$2.60 billion in annual revenue. Public trust in letter carriers has persuaded many customers to use USPS for their shipping and mailing needs. A strong Postal Service means secure letter carrier jobs for the future.

## DOIS Projections, PS Form 3996, and PS Form 1571

PS Form 3996, *Carrier-Auxiliary Control* and PS Form 1571, *Undelivered Mail Report* are forms you will use often, and 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, and others like it, project 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.***

Management's usage of these type of workload projection tools is also addressed in M-01769 signed by the national parties on September 16, 2011 which states in part:

***The subject office efficiency tool is a management tool for estimating a carrier's daily workload. The office efficiency tool used in the Greater Indiana District or any similar time projection system/ tool(s) will not be used as the sole determinant for establishing office or street time projections. Accordingly, the resulting projections will not constitute the sole basis for corrective action.***

Complete copies of M-01664 and M-01769 are both reprinted at the end of this section.

## **PS Form 3996, Carrier-Auxiliary Control**

PS Form 3996, *Carrier-Auxiliary Control* is the form you use to request overtime or auxiliary assistance on your daily assignment. 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 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 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 8 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 8 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 8 hours, made him or her aware that their instruction has not changed your belief, and have requested and been provided a PS Form 3996, proceed to section 3 for guidance on filling out a PS Form 3996.

An example of the front and back of a PS Form 3996 appear 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

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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 PS Form 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.

Management’s computer program doesn’t take any of the 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. Providing details gives 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 PS Form 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 8 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 PS Form 3996 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 PS Form 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 spoke 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 spoke 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 time approved on the PS Form 3996 and ask for further instructions. Follow whatever instructions your supervisor or manager gives you.

**Note: 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 PS Form 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: pivot; 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 undertime. 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 work a half hour of overtime.

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, **explain your position regarding your workload** and handle this situation in the same manner as above.

**You should always notify management verbally and with a PS Form 3996 (if and when you are still in the office) whenever you believe additional work assigned to you because of projected undertime 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 PS Form 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 PS Form 1017-B, *Unauthorized Overtime Record*.

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 8 hours.**
- 2. Follow your manager's instructions.**
- 3. If you still can't make it in 8 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 PS Form 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 a grievance 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. Additional information regarding the PS Form 3996 is printed in the Appendix of this guide.

### **PS Form 1571, *Undelivered Mail Report***

PS Form 1571, *Undelivered Mail Report* 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:

**111.2 Daily Operations**

***j. 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 PS Form 3996 and PS Form 1571 and keep them for your records. Remember it is not your responsibility to make two copies; management must provide copies to you once requested. If management refuses to provide you with copies then ask to see your shop steward.

U.S. Postal Service <b>UNDELIVERED MAIL REPORT</b>		
Delivery Unit	Route No.	Date

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

	Preferential	Other
Letters		
Newspapers		
Magazines		
Flats		
Samples		
Other Pieces		

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

<i>Remarks: (Reasons for nondelivery. Report of trips omitted or curtailed. Note any other matter of which record should be made.)</i>			
Reg.	Tech or Util.	Part Time	Signature
Action Taken (Manager)			
Manager's Signature			Date

PS Form **1571**, June 1988 (July 1977 edition usable)

M-01664

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.

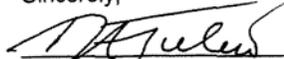
After reviewing this matter, the parties agree to resolve this dispute based on the following:

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 carrier's 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.

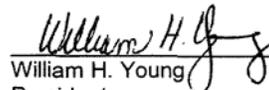
Management is responsible for accurately recording volume and other data in DOIS. Other than obvious data entry errors, route based information may only be changed through a full-count and inspection or minor route adjustment. Additionally, the parties have previously agreed that functions in DOIS which 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.**

M-01769

Mr. Fredric V. Rolando  
President  
National Association of Letter  
Carriers, AFL-CIO  
100 Indiana Avenue, NW  
Washington, DC 20001-2144

Re: Q06N-4Q-C-11022051  
Class Action  
Washington DC 20260-4101

Dear Mr. Rolando:

Recently, our representatives met in prearbitration discussion of the above-referenced grievance.

The issue in this grievance is whether the office efficiency tool used to project office and street time in the Greater Indiana District violates the National Agreement.

After reviewing this matter, we mutually agree to settle the grievance as follows:

The subject office efficiency tool is a management tool for estimating a carrier's daily workload. The office efficiency tool used in the Greater Indiana District or any similar time projection system/tool(s) will not be used as the sole determinant for establishing office or street time projections. Accordingly, the resulting projections will not constitute the sole basis for corrective action. This agreement does not change the principle that, pursuant to Section 242.332 of Handbook M-39, "No carrier shall be disciplined for failure to meet standards, except in cases of unsatisfactory effort which must be based on documented, unacceptable conduct that led to the carrier's failure to meet office standards." Furthermore, as stated in the agreement for case H1N-1N-D 31781, "there is no set pace at which a carrier must walk and no street standard for walking."

Projections are not the sole determinant of a carrier's leaving or return time, or daily workload. The use of any management created system or tool that calculates a workload projection 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.

This settlement is made without prejudice to the parties' rights under the National Agreement.

Please sign and return the enclosed copy of this decision as acknowledgement of our agreement to resolve this case, removing it from the national arbitration docket.

Time limits were extended by mutual consent.

Sincerely,



Alan S. Mobre  
Manager  
Labor Relations Policy  
and Programs



Fredric V. Rolando  
President  
National Association of Letter  
Carriers, AFL-CIO

Date: 9-16-11

## 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 size 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. These mailings may or may not be addressed to the individual deliveries on the route. 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 may be identified as Walk Sequence Saturation (WSS) mail, Walk Sequence High Density (WSH), or Enhanced Carrier Route Line of Travel (ECRLOT).

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

- The number of bundles of mail to deliver.
- If they are park and loop or foot deliveries.
- If they are 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) flats, 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 simplified mailings. Mail identified as WSH or ECRLOT should not be carried as a third bundle on park and loop or foot routes.

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 simplified 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 one of the 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.

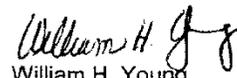
Case #Q98N-4Q-C 00189552 arose as a result of handbook modifications indicating that city letter carriers on park and loop or foot deliveries may be required to carry up to three bundles of mail.

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 direction 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 above. 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 must 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 curblines/mounted/riding routes in FSS sites should be handled in the same manner as described in the section regarding those types of routes.

If you receive different instructions than you 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.

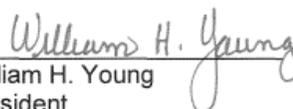
The parties further agree that the task force will continue to function for the sole purpose of reporting on satchel testing at the Fairfax, Virginia Main Post Office.

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

## Parcel Delivery and Mobile Delivery Device (MDD)

As ecommerce continues to grow the increasing number of parcels may present challenges for city letter carriers. In addition to current parcel delivery methods, USPS has added updating technologies such as Dynamic Routing used for Sunday parcel delivery and increased the options on the Mobile Delivery Device (MDD) scanner.

Likewise, USPS' vehicle delivery fleet can sometimes have difficulty accommodating the increase in parcel volumes. A select number of the current long-life vehicles (LLVs) have been modified to provide shelving to assist letter carriers with these parcels. Delivery vehicle options are continuously being reviewed to meet the ecommerce demand.

Section 322 of Handbook M-41, *City Delivery Carriers Duties and Responsibilities Handbook* discusses parcel loading and delivery.

### **322.3 Parcel Post**

***322.31 Load parcel post directly into the vehicle from hampers or sacks. Normally separate the parcels in delivery sequence. Make a mental note of the first parcel delivery point. When this parcel has been delivered, make mental note of the next, and so on, until all parcels have been delivered. For any parcel that does not fit into the customer's mailbox or parcel locker (when available), an attempt to deliver must be made at the customer's door.***

In today's world, our customers demand and expect to know where their packages are from the time they order them, or mail them, until the time they are delivered. The capabilities of the Mobile Delivery Device (MDD) has given the Postal Service the ability to give our customers this increased visibility, which enhances customer satisfaction. Data collected by the MDD is communicated to the USPS Regional Intelligent Mail Server (RIMS) using GPS tracking. Parcel location and delivery status information is then accessible to the customer using [USPS.com/tracking](https://usps.com/tracking).

The MDD scanner has additional features for letter carriers and management when performing work duties. Package Lookahead and Load Truck are two MDD options that carriers may be instructed to use when performing parcel delivery. The Load Truck feature involves letter carriers scanning their packages as they load their vehicle and the MDD provides them with visual and audible information regarding the delivery sequence number of the package and a numbered section (1 through 6) of the vehicle in which the package should be placed. In addition to using the Load Truck feature of the MDD, the Postal Service advises carriers unfamiliar with routes to begin using the Package Lookahead feature. Through the MDD screen, Package Lookahead provides carriers with a manifest of all packages assigned to their route for the day, and as each package is delivered the manifest is updated, thus providing which packages have yet to be delivered for the rest of the route.

Current local procedures for parcel delivery were explained in your Carrier Academy. Check with your local steward if you have questions or concerns on parcel handling and delivery.

Regardless of the MDD features letter carriers are instructed to use, all rules and regulations regarding loading and delivery of parcels must still be adhered to. If a letter carrier is instructed to load or deliver their parcels in a manner inconsistent with the procedures outlined in Handbook M-41, he or she should follow those instructions but inform your shop steward or NALC branch officer for further investigation.

The MDD can alert carriers to hazards on the route, customer delivery preferences, and even provide look-out information for Amber Alerts. USPS management uses the MDD to verify where letter carriers are located on the route and to approximate route return times. The "breadcrumb" trail left by the MDD data gives management a "virtual" picture of the letter carrier's day.

NALC and USPS frequently conduct meetings, working together to determine the best delivery vehicles and additional ways the MDD can be utilized to assist letter carriers, our customers, and the American public in this ever-changing parcel environment.

## PS Form 3999, *Inspection of Letter Carrier Route*

A 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. Essentially, it is a picture of a letter carrier's route or portion of a route on the day the PS Form 3999 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 PS Form 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.***
- c. Not discuss with the carrier on the day of inspection the mail volume or the evaluation of the route. These matters must be discussed with the carrier at a later date when all data has been reviewed and analyzed.***

- d. Make notations on the day of inspection on the appropriate form or separate sheet of paper of all items that need attention, as well as comments on the day of inspection. Also list any comments or suggestions for improving the service on the route, as well as suggestions or comments made by the carrier during the course of the inspection for improvement in delivery and collection service.**
- e. Make comments and suggestions clearly, and in sufficient detail for discussion with the carrier and for decision-making purposes. The manager who will actually discuss the results with the carrier must have enough facts and figures to reach a final decision on any necessary adjustments to the route.**

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 right 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 standards 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 NALC branch officer.

For more information on route inspection or adjustments, visit [nalc.org/routeadjustments](http://nalc.org/routeadjustments).

## **PS Form 3971, Request for or Notification of Absence**

USPS employees are required to complete the PS Form 3971, *Request for or Notification of Absence* when requesting or using any type of leave. Both the requesting employee and the supervisor have responsibilities when using this form. Appendix B of the National Agreement talks about PS Form 3971 in Section 3. OTHER PROVISIONS – Article 10.

### **Appendix B Section 3. OTHER PROVISIONS – Article 10:**

#### **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.**

*Employee and Labor Relations Manual (ELM) Section 511.23:*

#### **Postal employees:**

- a. Request leave by completing PS Form 3971, Request for or Notification of Absence.**
- b. Obtain approval of PS Form 3971 before taking leave – except in cases of emergencies.**

NALC encourages letter carriers to fill out their own PS Form 3971 to ensure that the type of leave you are requesting is accurate. The type of leave requested and the reasons indicated on Form 3971 determines whether paid leave or leave without pay (LWOP) is entered into the leave system. Improperly requested or input leave entries may significantly impact your payroll or attendance history. A sample PS Form 3971 is provided on the following page.

Sometimes management will print a computer-generated PS Form 3971 for you in which the leave type, hours, and comments sections are already completed for you. Be cautious when signing the management-generated version and verify that the entries are exactly what you requested. Likewise, if management disapproves your request for leave be sure the reasons are noted in the appropriate section as well. Always retain a copy of your PS Form 3971 for your records. Copies are often useful in the grievance process if you have a dispute regarding your leave request or if management attempts to discipline you for attendance-related issues. Familiarize yourself with the sample PS Form 3971 on the next page so when the time comes you know how to complete this important form.

If you have a dispute regarding your leave request, provide a copy of the PS Form 3971 to your shop steward or NALC branch officer so they can investigate and correct the problem.



# Request for or Notification of Absence

Employee's Name (Print last, first, MI.) <b>Carrier, Ima</b>		Employee ID <b>01234567</b>	Date Submitted (MM/DD/YYYY) <b>06/01/2017</b>	No. of Hours Requested <b>8</b>	SCHEDULED UNSCCHEDULED	PP	Year
Installation (For postmaster's leave, show city, state, and ZIP Code) <b>Any Station, My Town, USA 00001</b>		N/S Day <b>N/A</b>	Pay Loc. No. <b>001</b>	D/A Code <b>844</b>			
Time of Call or Request		Scheduled Reporting Time	If Needed, Employee Can Be Reached At: <input checked="" type="checkbox"/> Do not call		Thru: Date	Hour	
					<b>02/02/2018</b>	<b>6:00</b>	
Type of Absence <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Holiday/AL Lv Exch <input type="checkbox"/> Carrier 701 Route <input type="checkbox"/> LWOP (See reverse) <input type="checkbox"/> Sick (See reverse) <input type="checkbox"/> Late <input type="checkbox"/> COP (See reverse) <input type="checkbox"/> Other	Documentation (For official use only) <input type="checkbox"/> FMLA Requested (Certification review - HRSSC) <input type="checkbox"/> For COP Leave (CA1 on file) <input type="checkbox"/> For Advanced Sick Leave (PS 1221 on file) <input type="checkbox"/> For Military Leave (Orders reviewed) <input type="checkbox"/> For Court Leave (Summons reviewed) <input type="checkbox"/> For Higher Level (PS 1723 on file) <input type="checkbox"/> Scheme Training Testing Qualifying (Memo on file)		Revised Schedule for (Date)		Approved in Advance <input type="checkbox"/> Yes <input type="checkbox"/> No		
		Begin Work		Lunch Out		Lunch In	
		End Work		Total Hours			
Remarks (Do not enter medical information. See Privacy Act Statement on reverse of this form.) <b>Daughter's Wedding</b>							
<b>I understand that the annual leave authorized in excess of the amount available to me during the leave year will be charged to LWOP.</b>							
Employee's Signature and Date <b>I.M. Carrier 01/02/2018</b>		Signature of Person Recording Absence and Date		Signature of Supervisor and Date Notified			
<b>Official Action on Application (Return copy of signed request to employee.)</b>							
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved (Give reason below)		Do not check an FMLA box until you verify the FMLA designation. <input type="checkbox"/> FMLA Designation is PENDING <input type="checkbox"/> FMLA Protected <input type="checkbox"/> Not FMLA Protected		Signature of Supervisor and Date <input type="checkbox"/> Continued on reverse			

PS Form 3971, October 2017 (Page 1 of 2) PSN 7530-02-000-9136

Warning: The furnishing of false information on this form may result in a fine of not more than \$10,000 or imprisonment of not more than 5 years, or both (18 U.S.C. 1007).

<b>Reason I was incapacitated for duty during this absence:</b> <input type="checkbox"/> Sickness <input type="checkbox"/> On-the-Job Injury <input type="checkbox"/> Off-the-Job Injury <input type="checkbox"/> Exposed to a Contagious Disease		<input type="checkbox"/> Pregnancy, Prenatal Care, or Childbirth <input type="checkbox"/> Undergoing Medical, Dental, or Optical Examination or Treatment (Job-related) <input type="checkbox"/> Undergoing Medical, Dental, or Optical Examination or Treatment (Not job-related)		<b>Leave Types and Codes (Information Only)</b>		<b>Time Card</b>	<b>FMLA Dep. Care</b>	<b>Time Clock</b>	SCHEDULED UNSCCHEDULED	PP	Year
<b>Reason I was/will be unavailable for duty during this absence:</b> <input type="checkbox"/> Sick Leave for Dependent Care (See ELM) <input type="checkbox"/> Birth of a Child/Bonding <input type="checkbox"/> To Care for a Family Member (See ELM)		<input type="checkbox"/> Placement of a Child with Employee for Adoption or Foster Care <input type="checkbox"/> A Military Family Member's Qualifying Exigency <input type="checkbox"/> To Care for an Injured or Ill Military Family Member		Annual 55 Annual - FMLA 55 01 Sick 56 Sick - FMLA 56 02 Sick - Dependent Care 56 08 Sick - Dependent Care - FMLA 56 07		05500 05599 06000 05699 05697 05698					
<b>LWOP - Union Official (Required Certification)</b> By signing this form, I certify that this request is not for the purpose of engaging in partisan political activity as defined by the Hatch Act and its implementing regulations.		<input type="checkbox"/> Absent Without Leave Act of Nature Blood Donor Civil Defense Civil Disorder COP - USPS COP - USPS - FMLA Court Duty		24 78 69 77 81 71 71 61		02400 07800 06900 07700 08100 07100 07199 06100					
<b>I am requesting Family and Medical Leave Act (FMLA) protection for this absence:</b> <input type="checkbox"/> This request is associated with a new condition. (You will receive an FMLA packet in the mail with forms and instructions.) <input type="checkbox"/> My approved or pending approval case number for this condition is:		<input type="checkbox"/> Donated <input type="checkbox"/> Donated - FMLA HQ Authorized Administrative Holiday - AL Leave Exchange LWOP - Part Day LWOP - Part Day - FMLA LWOP - Full Day LWOP - Full Day - FMLA LWOP - IOD/OWCP LWOP - IOD/OWCP - FMLA LWOP - In Lieu of Sick Leave LWOP - Maternity LWOP - Military LWOP - Personal Reasons LWOP - Professional LWOP - Suspension LWOP - Suspension Period Term LWOP - Union Official Military Relocation Voting Leave Other Paid Leave		45 46 79 28 59 59 60 60 49 49 59 or 60 59 or 60 44 59 or 60 59 or 60 59 or 60 59 or 60 84 67 80 85 86		04500 04600 07900 02800 05900 05999 06000 06099 04900 04999 05901 or 05001 05905 or 06005 04400 05903 or 06003 05902 or 06002 05906 or 06006 05908 or 06008 08400 06700 08000 08500 08600					
<b>Privacy Act Statement:</b> Your information will be used to administer leave. Collection is authorized by 58 USC 401, 404, 1001, 1003, and 1005; and 29 USC 2601 et seq. Providing the information is voluntary, but if not provided, we may not process your request. Your information may be disclosed as follows: in relevant legal proceedings; to law enforcement when the USPS or requesting agency becomes aware of a violation of law; to a congressional office at your request; to entities under contract with USPS and/or authorized to perform audits; to labor organizations as required by law; to government agencies regarding personnel matters; to the EEOC; and to the MSPB or Office of Special Counsel. For more information regarding our privacy policies visit <a href="http://www.usps.com/privacypolicy">www.usps.com/privacypolicy</a> .											

PS Form 3971, October 2017 (Page 2 of 2) PSN 7530-02-000-9136

# Additional Rights and Benefits for Career Letter Carriers



## Conversion to Career

Most CCAs look forward to the opportunity to be converted into a career position with all the additional rights and benefits. You may be wondering how conversion occurs and when will conversion take place for me. With the signing of the 2016-2019 National Agreement, the national level parties agreed to two distinct memorandums of understanding regarding CCA conversion to career. The next section will discuss these MOUs briefly.

Contractually speaking, conversion can be accomplished in a variety of ways. Most CCA to career conversions occur in accordance with the MOU *Re: Full-time Regular Opportunities – City Letter Carrier Craft* of the National Agreement. This MOU found in the Appendix of this guide provides the rules governing conversion of CCAs and Part-time flexibles (PTFs) into career full-time designations under Article 7.

The MOU provides the “pecking order” and time frames management must follow when filling full-time regular opportunities. The pecking order for filling full-time opportunities is described briefly below.

Management must fill full-time opportunities as follows:

1. Assignment of an unassigned full-time regular(FTR) or full-time flexible (FTF) city letter carrier in the same installation
2. Conversion of a PTF city letter carrier in the same installation to full-time
3. The transfer and conversion of PTFs that existed on the ratification date (August 7, 2017) in a different installation who have an active eReassign transfer request into the installation where the opportunity exists
4. Conversion of a CCA in the same installation **or** reassignment of a postal employee from another installation with an accepted transfer request. USPS acceptance of transfer requests are limited to one in six in smaller offices and one in four in larger offices. Please refer to the MOU in the Appendix of this guide for the complete rules regarding the filling of full-time opportunities.

MOU *Re: CCA Conversion to Career Status* of the 2016-2019 National Agreement required USPS to convert CCAs with a relative standing date 30 months prior to the ratification date of the agreement. In 200 workyear offices, CCAs were converted to FTR. In 100 and 125 workyear offices, CCAs were converted to PTF. This MOU also required NALC and USPS to evaluate the possibility of another one-time conversion after one year.

On July 27, 2018 NALC and USPS signed a settlement agreement that fulfilled this one-year requirement. This agreement, M-01892, allowed CCAs with 30 months or more of relative standing as of September 1, 2018 to be converted to career. In accordance M-01892, CCAs meeting the criteria in 200 workyear offices were converted to FTR and CCAs meeting the criteria in all other offices were converted to PTF. Many of the PTFs working in your offices were CCAs converted as a result of one of these one-time conversions. The National Agreement also allows NALC and USPS to negotiate additional conversions of CCAs to PTFs in the future if the need arises.

Article 7 of the National Agreement discusses city carrier complement requirements and how they relate to new full-time assignments and conversion opportunities.

### **Article 7, 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.**

***B. The Employer shall maximize the number of full-time employees and minimize the number of part-time employees who have no fixed work schedules in all postal installations; however, nothing in this paragraph B shall detract from the USPS' ability to use the awarded full-time/part-time ratio as provided for in paragraph 3.A. above.***

***C. A part-time flexible employee working eight (8) hours within ten (10), on the same five (5) days each week and the same assignment over a six month period will demonstrate the need for converting the assignment to a full-time position.***

***D. Where a count and inspection of an auxiliary city delivery assignment indicates that conversion to a full-time position is in order, conversion will be made.***

The Postal Service must maintain certain staffing levels of full-time letter carriers under Article 7 Section 3.a above. The first sentence of this section is calculated and monitored nationally. The second sentence of this section is specific to 200 workyear offices. The 88% ratio is a ratio of FTRs to PTFs. This ratio is monitored at the regional level by the national business agent's office.

Section 3.b provides the Postal Service's obligation to maximize the number of full-time assignments within an installation. This section obligates management to create as many full-time assignments as possible based on workload.

Section 3.c indicates that a PTF working an assignment eight hours a day, five days a week over six months will trigger a conversion. This does not necessarily mean the PTF working the assignment will get converted. The senior PTF in the installation will be converted into the full-time position provided there are no unassigned regulars.

Section 3.d is about conversions due to the results of a route count and inspection process. If an auxiliary route is inspected and determined to be an 8-hour full-time assignment, then conversion of the assignment to a full-time position should be made. The assignment would be filled in accordance with contractual provisions outlined above.

## **Career City Letter Carriers**

There are three job classifications that are career city carrier positions. Each group has differing contractual provisions that apply. The next section of the guide will explain these provisions and emphasize which apply to each classification.

- **Full-time carrier:** A full-time letter carrier is a career employee with a schedule of five (5) eight (8) hour days. This schedule may be fixed, full-time regular (FTR) or flexible, full-time flexible (FTF). Also included in the full-time designation is an unassigned regular (UAR) who works a full-time schedule, but does not have a permanent bid assignment.
- **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 2016-2019 National Agreement unless mutually agreed upon by the national parties.
- **Part-time Flexible (PTF):** A part-time flexible letter carrier may work less than full-time and has a flexible schedule, similar to a city carrier assistant. These employees are converted to full-time in accordance with existing contractual processes.

Transitioning from CCA to a career position is an exciting time for a city letter carrier. The remainder of this guide will provide information regarding what to expect after you become career.

**Please note in each of the following guide sections which provisions are designated for full-time letter carriers only, PTFs only, or both.**

## Career Pay and Premiums

Article 9, Sections 1 and 2 of the National Agreement set forth the salaries of career employees, full-time regulars, and PTFs, as well as the amounts and timing of general wage increases. Those sections in the 2016-2019 National Agreement read:

### **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.**

### **Section 2. Basic Annual Salary**

**Effective November 26, 2016—the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to 1.2% of the basic annual salary for the grade and step in effect on the date of this Agreement.**

**Effective November 25, 2017—the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to 1.3% of the basic annual salary for the grade and step in effect on the date of this Agreement.**

In addition to the general wage increases outlined in Article 9 Section 2 above, the 2016-2019 National Agreement provided all grade one full-time city letter carriers moved to grade two on their respective pay table. This is an average increase of 2.1%. Also, on that date all carrier technicians will begin receiving additional compensation equivalent to 2.1% of the employee's applicable hourly rate for all paid hours. This was in accordance with the MOU *Re: Pay Schedule Consolidation* found in the National Agreement which reads:

### **Re: Pay Schedule Consolidation**

**The parties hereby agree that effective November 24, 2018, all city carrier pay schedules will consolidate existing grade levels into a single grade, as follows:**

**Grade 1 career city carriers in RSC Q and RSC Q7 will slot to the equivalent step in Grade 2 of their respective pay schedule, and retain time-in-step credit. The remaining grade level will be classified as "City Carrier."**

**Grade 1 CCAs in RSC Q4 and RSC Q5 will slot to the equivalent step in Grade 2 of their respective pay schedule, and retain time-in-step credit. The remaining grade level will be classified as "City carrier assistant."**

### **Carrier Technician Pay**

**Carrier Technicians (Occupation Code 2310-2010) and CCA Carrier Technicians (Occupation Codes 2310-0047 and 2310-0048) will receive additional compensation equivalent to 2.1% of the employee's applicable hourly rate for all paid hours. This additional compensation will be considered basic pay for all purposes of determining benefits or additional compensation, including, but not limited to, handbook and manual provisions regarding overtime and premium pay calculations, retirement benefits, life insurance benefits, rate retention, thrift savings plan contributions, back pay, leave, and injury compensation. Handbook or manual provisions which are inconsistent with the preceding sentence will be deleted or modified, as appropriate. This additional compensation will not be considered a premium for purposes of Article 8.4.F.**

**City Carriers temporarily assigned into Carrier Technician positions for a period of at least five workdays within seven calendar days will receive the additional Carrier Technician compensation during the assignment. Such temporary assignments will be awarded to the senior, qualified, eligible, available employee in the immediate work area in which the temporary vacancy exists.**

## **Cost of Living Adjustments (COLAs)**

In addition to the wage increases explained above, Article 9 Section 3 of the 2016-2019 National Agreement also provides for seven cost of living adjustments throughout the life of the agreement. These adjustments are determined twice a year by calculating the increase in the National Consumer Price Index for Urban Wage Earners and Clerical Workers. The basic salary schedules are increased for each full 0.4 of a point increase in the applicable index. These adjustments can only be made upward and are payable the second full pay period after the release of the January and July indices.

The increases are applied as outlined in Article 9 Section 3 C. and D. of the National Agreement.

### **Article 9 Section 3. Cost of Living Adjustment**

#### **A. Definitions**

**1. "Consumer Price Index" refers to the "National Consumer Price Index for Urban Wage Earners and Clerical Workers," published by the Bureau of Labor Statistics, United States Department of Labor (1967=100) and referred to herein as the "Index."**

**2. "Consumer Price Index Base" refers to the Consumer Price Index for the month of July 2014 and is referred to herein as the "Base Index."**

#### **B. Effective Dates of Adjustment**

**Each eligible employee covered by this Agreement shall receive cost-of-living adjustments, upward, in accordance with the formula in Section 3.C, below, effective on the following dates:**

- **the second full pay period after the release of the July 2016 Index**
- **the second full pay period after the release of the January 2017 Index**
- **the second full pay period after the release of the July 2017 Index**
- **the second full pay period after the release of the January 2018 Index**
- **the second full pay period after the release of the July 2018 Index**
- **the second full pay period after the release of the January 2019 Index**
- **the second full pay period after the release of the July 2019 Index**

**C. The basic salary schedules provided for in Table One and Step O of Table Two of this Agreement shall be increased one cent per hour for each full 0.4 of a point increase in the applicable Index above the Base Index.**

**D. Steps A through N in the basic salary schedules provided for in Table Two of this Agreement shall receive COLAs calculated using the formula in paragraph C adjusted proportionally to each step's percentage of Step O.**

## **Step Increases**

City letter carriers who receive career appointments proceed through a step increase wage progression.

### **Article 9 Section 5. Granting Step Increases**

**The Employer will continue the program on granting step increases for the duration of this Agreement.**

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 on or after January 12, 2013, the number

of steps or the total time to reach top step O is consistent at 12.4 years. This means all employees make the same top step pay regardless of how you proceeded through the steps.

The two step increase progression tables are printed below:

Table One															
Step (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.
Weeks	96	96	44	44	44	44	44	44	44	34	34	26	26	24	12.4
Table Two															
Step (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.
Weeks	46	46	46	46	46	46	46	46	46	46	46	46	46	46	12.4

Additional information regarding career letter carrier pay and the current pay chart is available at [www.nalc.org/paychart](http://www.nalc.org/paychart)

## Sunday Premium

Career letter carriers are eligible to receive additional levels of compensation under certain conditions. One of these, Sunday Premium, identified in Article 8 Section 6 of the National Agreement provides career letter carriers with an additional 25% of their base rate if Sunday is part of their regular work schedule

### **Section 6. Sunday Premium Payment**

***Each employee whose regular work schedule includes a period of service, any part of which is within the period commencing at midnight Saturday and ending at midnight Sunday, shall be paid extra compensation at the rate of 25 percent of the employee's base hourly rate of compensation for each hour of work performed during that period of service. An employee's regularly scheduled reporting time shall not be changed on Saturday or Sunday solely to avoid the payment of Sunday premium payment.***

## Out-of-Schedule Premium

Once you have secured a full-time regular bid assignment, you will have a set schedule for that duty assignment. If management changes the schedule for your regular assignment temporarily you may be entitled to out-of-schedule premium pay. The rules for out-of-schedule premium are contained in Section 434.6 of the ELM.

### **ELM Section 434.61 Policy**

#### **434.611 General**

***Out-of-schedule premium is paid to eligible full-time bargaining unit employees for time worked outside of and instead of their regularly scheduled workday or workweek when employees work on a temporary schedule at the request of management.***

#### **434.612 Timely Notice**

***Payment of out-of-schedule premium is dependent on timely notice being given by management of the temporary schedule change, as follows:***

- a. If notice of a temporary change is given to an employee by Wednesday of the preceding service week, even if this change is revised later, the employee's time can be limited to the hours of the revised schedule, and out-of-schedule premium is paid for those hours worked outside of and instead of his or her regular schedule.***
- b. If notice of a temporary schedule change is not given to the employee by Wednesday of the preceding service week, the employee is entitled to work his or her regular schedule.***

***Therefore, any hours worked in addition to the employee's regular schedule are not worked "instead of" his or her regular schedule. The additional hours worked are not considered as out-of-schedule premium hours. Instead, they are paid as overtime hours worked in excess of 8 hours per service day or 40 hours per service week.***

## **Work Hour Guarantees**

The daily work hour guarantee for a full-time regular letter carrier is different from a CCA. Article 8 Section 8 of the National Agreement deals with work hour guarantees.

### ***Section 8. Guarantees***

***A. An employee called in outside the employee's regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof where less than four (4) hours of work is available. Such guaranteed minimum shall not apply to an employee called in who continues working on into the employee's regularly scheduled shift.***

***B. When a full-time regular employee is called in on the employee's non-scheduled day, the employee will be guaranteed eight hours work or pay in lieu thereof.***

***C. The Employer will guarantee all employees at least four (4) hours work or pay on any day they are requested or scheduled to work in a post office or facility with 200 or more workyears of employment per year. All employees at other post offices and facilities will be guaranteed two (2) hours work or pay when requested or scheduled to work.***

Full-time letter carriers are guaranteed eight hours of pay on a regularly scheduled day or if called in on a non-scheduled day.

A part-time flexible employee requested or scheduled to work in a post office or facility with 200 or more workyears of employment is guaranteed four hours of work (or pay in lieu of work). A part-time flexible employee requested or scheduled to work in a post office or facility with fewer than 200 workyears of employment is guaranteed two hours of work (or pay in lieu of work).

If you are a career employee and you believe that you are entitled to one of the applicable premium rates above but were not paid for them, please contact your shop steward or NALC branch officer.

## Overtime Provisions

Upon conversion from CCA/PTF to a full-time regular carrier you will have to get up to speed on some overtime provisions of the National Agreement which didn't apply to you before. 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. Article 8 Section 5.F of the National Agreement states:

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

Penalty overtime pay will be paid to full-time regular employees for any overtime work beyond the limits contained in Section 5.F excluding the month of December. These limits are:

- 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 assignment rules apply to full-time employees and are different from when you were a CCA or PTF. Article 8.5 of the National Agreement addresses situations where employees are needed to work overtime. It reads:

#### ***Section 5. Overtime Assignments***

***When needed, overtime work for 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:***

***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.***

***B. "Overtime Desired" lists will be established by craft, section or tour in accordance with Article 30, Local Implementation.***

The introduction to Article 8.5 clarifies that its provisions 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 have to make once you are full-time is whether or not to 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 desired 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 (own route) list. Signing this list commits you to only working overtime on your own assignment on your regularly scheduled days.

## **Signing Overtime Desired Lists**

Once you sign an overtime desired list you will remain on the list from quarter to quarter until you ask to be removed. A carrier can remove their name from the list at any time during the quarter. This is outlined in Article 8, Section 5.A of the National Agreement.

The particulars of how the overtime desired list works in your office may be defined in your local memorandum of understanding. Newly converted full-time employees should ask their shop steward or NALC branch officer 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. 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.

### ***Article 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 weekly.***

***5.C.2.e. All overtime hours worked by, and all opportunities offered to, employees on the "Overtime Desired" list, regardless of whether the overtime/opportunity is on or off the employee's own route, will be considered and counted when determining quarterly equitability.***

***5.C.2.f. Only overtime hours worked or opportunities offered beyond eight hours on a holiday or designated holiday will be considered and counted when determining equitability.***

When determining equitable distribution of overtime, the number of hours of overtime as well as the number of opportunities for overtime must be considered.

## **Mandatory Overtime - Employees Not on the Overtime Desired List**

For those full-time 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.

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.

Management must first attempt to use all of the following to provide auxiliary assistance before requiring a non-ODL carrier to work overtime on his/her own route on a regular scheduled day:

- part-time flexibles at the straight-time or regular overtime rate
- city carrier assistant employees at the straight-time or regular overtime rate
- available full-time regular employees such as unassigned or reserve regulars at the straight-time rate
- full-time carriers from the Overtime Desired List at the regular 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 into 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-ODL 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 off 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.**

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-overtime desired list employees. This rotation begins anew at the beginning of each calendar quarter.

## Maximum Work Hours

Full-time employees are subject to maximum daily and weekly work hour limits. These limits vary depending upon your designation and whether you are on the overtime desired list (ODL).

### Overtime Desired List

The provisions found in Article 8.5.G of the National Agreement explain 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.

***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.***

The language in Article 8.5.G of the National Agreement creates an exception to the daily limits in Section 432.32 of the ELM, which governs the maximum work hours of all other employees. Daily requirements for the maximum number of hours a full-time regular letter carrier on the overtime desired list can be on the clock for, including their lunch period, is 12 ½ hours.

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. **Excluding December, these work hour limitations are absolute, and no full-time employee may volunteer or be required to work beyond these limits.**

### Part-time flexible (PTF)

PTF maximum hours of work is governed by ELM section 432.32, which applies to all employees working in the letter carrier craft (including CCAs and part-time flexibles), even during the month of December. It provides:

***432.32 Maximum Hours Allowed. 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.***

PTFs may not work more than 11 ½ hours with a 30-minute lunch break for a total of 12 hours in a service day. There are no weekly work hour limits for PTFs.

## Health Benefits - Federal Employees Health Benefits Program (FEHBP)

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

The FEHBP has many plans to choose from including the NALC Health Benefit Plan (HBP). 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, only focusing on the health of its members. To find out more about the NALC HBP visit <https://www.nalchbp.org>.

FEHBP 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 2017, USPS will pay 76% of the weighted bi-weekly premiums as determined by the Office of Personnel Management. The USPS portion is set at 74% for plan year 2018 and 73% for plan year 2019. This is outlined in Article 21, Section 1.B of the National Agreement, which reads:

- B. *The bi-weekly Employer contribution for self only, self plus one, and self and family plans is adjusted to an amount equal to 76% in 2017, 74% in 2018, and 73% in 2019, 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 2017, January 2018, and January 2019.***

If you were enrolled in the USPS Non-Career Employee Health Benefits Plan and converted to a career position, your enrollment is terminated either; (1) the last day of the month that is 28 days after you are converted to a career position or, (2) if you choose to enroll in a FEHB plan the date your FEHB coverage begins, whichever is earlier.

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 you use the Postal EASE website: [ewss.usps.gov](http://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 [www.opm.gov/healthcare-insurance/life-events](http://www.opm.gov/healthcare-insurance/life-events).

For more information on the FEHBP plans/coverage visit [www.opm.gov/healthcare-insurance](http://www.opm.gov/healthcare-insurance) or visit the lite-blue website [https://liteblue.usps.gov/humanresources/benefits/insurance/benefits\\_insurance\\_fehb.shtml?](https://liteblue.usps.gov/humanresources/benefits/insurance/benefits_insurance_fehb.shtml?)

## Federal Employees Dental and Vision Insurance Program (FEDVIP)

The Federal Employees Dental and Vision Insurance Program (FEDVIP) is a voluntary program designed to provide supplemental dental and vision benefits, which are available on an enrollee-pay-all basis (no USPS contribution toward premiums) to Federal Civilian and U.S. Postal Service employees, retirees, and their family members.

Career letter carriers are eligible to enroll in FEDVIP upon conversion to career status. CCAs are eligible to enroll in FEDVIP when they have completed an initial appointment for a 360-day term and are eligible to enroll in the Federal Employees Health Benefit Program (FEHBP). You do not have to be enrolled in FEHBP to be eligible for FEDVIP, however you must meet the eligibility requirements to enroll in FEHBP.

CCA information on whether you meet the eligibility requirements to enroll in FEHBP can be found in Appendix B Section 3. OTHER PROVISIONS, F. Article 21 – Health Insurance.

### ***Appendix B Section 3. OTHER PROVISIONS***

#### ***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.***

All eligible employees can enroll in FEDVIP during open season or if you have experienced a qualifying life event (QLE). FEDVIP QLEs may not be the same as QLES for FEHBP— each program has its own rules. Information on eligibility, premiums, enrollment, coverage and a list of QLEs is available at [www.benefeds.com](http://www.benefeds.com)

The Federal Benefits Open Season is the annual time period set by OPM in which all eligible persons may elect, change, or cancel their coverage in FEDVIP. 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. During open season, you can enroll in a plan for the first time, change an existing plan, or cancel your coverage without a QLE. All enrollments and changes for the next plan year will be effective starting January 1<sup>st</sup>.

Current FEDVIP dental plan options include six national/international plans and four regional plans. FEDVIP has four vision plans available in the program. FEDVIP vision plans all provide nationwide coverage as well as coverage overseas. There are no regional vision plans. The BENEFEDS website includes a FEDVIP plan comparison tool which allows you to view the plans available to you based on your residential ZIP code and pay frequency. You can view premium and benefit coverage and compare up to three plans side-by-side.

## Federal Long Term Care Insurance Program (FLTCIP)

The Federal Long Term Care Insurance Program (FLTCIP) is another benefit available to career letter carriers and CCAs when they are eligible to enroll in FEHBP.

Long term care is the assistance that you may need if you can no longer perform everyday tasks (activities of daily living) by yourself due to a chronic illness, injury, disability, or the aging process. Long term care includes the supervision you might need due to a severe cognitive impairment such as Alzheimer's disease. Long term care is chronic care that can continue for many years and be costly depending on the type of care you need and the location where that care is provided. Long term care insurance is one way of helping to pay for these expenses. Letter carriers may enroll in FLTCIP, which insures for the costs of receiving long term care (for example, nursing home, assisted living, or in-home care), that typically is not covered by health insurance or Medicare when they are eligible to enroll in the Federal Employees Health Benefits Program (FEHBP). CCAs who have completed an initial appointment for a 360-day term and upon reappointment to another 360-day term are eligible to enroll in FEHBP. Certain qualified relatives may also be eligible for long term care under FLTCIP. Information and enrollment for FLTCIP can be found on these websites: [www.ltcfeds.com](http://www.ltcfeds.com) or [www.benefeds.com](http://www.benefeds.com).

The FLTCIP is administered by Long Term Care Partners. It is underwritten by John Hancock Life & Health Insurance Company under a contract with the U.S. Office of Personnel Management (OPM).

Once eligible, you can apply for coverage anytime. You do not have to wait for open season. Premiums are based on your age and the premium rates in effect at the time your application is received. The younger you are when you apply, the lower your rates will be. You can apply online, speak to a representative over the phone, or by mail.

## Flexible Spending Accounts (FSA)

A Flexible Spending Account (FSA) is a tax-favored program offered by employers that allows their employees to pay for eligible out-of-pocket health care and dependent care expenses with pre-tax dollars. By using pre-tax dollars to pay for eligible health care and dependent care expenses, an FSA gives you an immediate discount on these expenses that equals the taxes you would otherwise pay on that money.

Career letter carriers are eligible for all FSA options. CCAs are eligible to enroll in a health care FSA or a limited expense FSA once you are eligible to enroll in FEHBP. Upon conversion to career, CCAs are also able to participate in the dependent care FSA. For plan information and enrollment options go to: [www.fsafeds.com](http://www.fsafeds.com)

Each year, the open season enrollment period for FSA coverage is held the second full work week in November through the second full work week in December. FSA enrollment and changes will go into effect January 1<sup>st</sup>.

### Health Care FSA

With a health care FSA, you use pre-tax dollars to pay for qualified out-of-pocket health care expenses. The money you contribute to a health care FSA is not subject to payroll taxes, so you end up paying less in taxes and taking home more of your paycheck. You can carry over up to \$500 remaining in your account from one plan year to the next.

#### Health Care FSA Eligible Expenses:

Medical Expenses: co-pays, co-insurance, and deductibles

Dental Expenses: exams, cleanings, X-rays, and braces

Vision Expenses: exams, contact lenses and supplies, eyeglasses, and laser eye surgery

Professional Services: physical therapy, chiropractor, and acupuncture

Prescription Drugs: doctor prescribed and some over-the-counter medicines

With a variety of convenient reimbursement and payment options, your health care FSA makes it easy for you to get reimbursed for hundreds of eligible health care expenses. Learn more about your reimbursement and payment options.

### Dependent Care FSA

A dependent care FSA (DCFSA) is a pre-tax benefit account used to pay for eligible dependent care services, such as preschool, summer day camp, before or after school programs, and child or adult daycare. It's a smart, simple way to save money while taking care of your loved ones so that you can continue to work.

#### Dependent Care FSA Eligible Expenses:

The following expenses are considered eligible for your child who is under the age of 13:

Before and after school care

Babysitting and nanny expenses

Daycare, nursery school, and preschool

Summer day camp

Your dependent care FSA may also cover expenses for your spouse or a relative over the age of 13 who is physically or mentally incapable of self-care and lives in your home.

With your FSA online account you can check account balances, submit and view claim status, look up eligible expenses, select your reimbursement methods (by check or direct deposit), and choose to receive account alerts by email or text. Simply log in to FSAFEDS online or FSAFEDs app any time to manage all aspects of your health care FSA.

# Life Insurance

## Federal Employees Group Life Insurance (FEGLI)

All career letter carriers are entitled to life insurance coverage under the Federal Employees Group Life Insurance (FEGLI) program. The amounts of coverage for a full-time letter carrier is based on your annual salary. PTFs receive coverage based on their hourly rate and step. Enrollment in FEGLI basic coverage is automatic upon conversion; if you would like to purchase additional coverage you must apply within 60 days of conversion.

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:

### **Article 21 Section 2. Life Insurance**

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

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.

From the ELM chapter 530:

#### **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.***

#### **532.11 Full-Time Employees**

***Full-time employees are covered by an amount of basic insurance (and an equivalent amount of accidental death and dismemberment insurance) based on their annual basic pay in effect at the end of any given pay period. The insurance of an employee who dies while serving in a higher level position is based on the basic pay of the higher level position. (Basic pay for insurance purposes excludes such additional pay as overtime pay, holiday pay, etc.)***

#### **532.12 Part-Time Employees**

***Employees who are paid at other than an annual rate are covered by an amount of basic insurance (and an equivalent amount of accidental death and dismemberment insurance) based on an annual rate determined as follows:***

- a. Part-time regular. The annual basic pay of part-time regular schedule employees is computed by multiplying the basic hourly rate of pay for their levels and steps by the number of scheduled hours of service in a 52-week work year***
- b. Part-time flexible. The annual basic pay of part-time flexible schedule employees is computed by multiplying the basic hourly rate of pay for their level and step by 2,000 hours.***

## 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, 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 60 days from the day you were converted to career status. The cost is determined by the amount, 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 the day after 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 60 days of your conversion to career. The SF 2817 election form can be found at [www.opm.gov/forms/pdf\\_fill/sf2817.pdf](http://www.opm.gov/forms/pdf_fill/sf2817.pdf). Eligibility to enroll in optional insurance after your first 60 days is limited. Open season for FEGLI is rare and the most recent FEGLI open seasons were held in 2016, 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). For more information on FEGLI and a list of QLEs, visit [www.opm.gov/healthcare-insurance/life-insurance](http://www.opm.gov/healthcare-insurance/life-insurance).

## **Mutual Benefit Association (MBA)**

NALC members may also purchase life insurance from the NALC-owned U.S. Letter Carriers Mutual Benefit Association (MBA). Insurance plans offered by the MBA are designed to give NALC members and their families the best possible protection for the lowest cost.

The MBA, founded in 1891, was created for the benefit of National Association of Letter Carriers members and their families. While offering only one simple death policy initially, the MBA has grown continually every year demonstrating substantial gains. The MBA continues to remain strong and outperforms other life insurance companies, just as it has done for more than 100 years. Total assets continue to increase over previous years by millions of dollars, and surplus assets increase by hundreds of thousands.

Today, the MBA has over \$224 million of life insurance in force and can claim over \$194 million of admitted assets. MBA continues to serve letter carriers and their families nationwide—not only by providing insurance protection, but by supporting other NALC activities as well.

For more information on the NALC MBA visit [www.nalc.org/member-benefits/mutual-benefit-association](http://www.nalc.org/member-benefits/mutual-benefit-association).

# Retirement

## Federal Employees Retirement System (FERS)

Once you are converted to career status, full-time and part-time letter carriers 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 money you contribute and how that money is invested. 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 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 your TSP account, unless you have made an election to change or stop your contributions. Effective October 1, 2020 the automatic enrollment percentage will increase to 5% of your base pay for new enrollees. This change will not affect the contribution rates for participants who were enrolled prior to October 1, 2020.

To increase, decrease, or cancel your contributions, log onto [liteblue.usps.gov](http://liteblue.usps.gov) with your employee ID and password. To change the allocation of your TSP investments, log onto [www.tsp.gov](http://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 [www.opm.gov/retirement-services/fers-information](http://www.opm.gov/retirement-services/fers-information). For more information on the TSP, visit their website at [www.tsp.gov](http://www.tsp.gov). For more information on Social Security, visit their website [www.ssa.gov](http://www.ssa.gov).

When converted to career status, CCAs who participate in the NALC CCA Retirement Savings Plan may transfer their traditional retirement funds to the Thrift Savings Plan with no surrender charge. The surrender charge will be waived in this instance only.

## Retirement Credit for Military Service – “Military Buy-Back”

Almost 25 percent of the members of NALC are veterans of the U.S. Armed Forces. That percentage is consistent with overall Postal Service employment of veterans, including the fact that the Postal Service is the second largest employer of veterans in the nation. Once you attain career status as a letter carrier, if you are a military veteran you should carefully consider whether it is in your interest to obtain retirement credit for time you served in the military.

Since years of service is one of the two main factors that determine the dollar amount of an employee’s retirement annuity and years of service can be increased by obtaining credit for military service, the financial benefits of obtaining credit for military service can be significant. Most veterans will want to weigh the costs of obtaining credit for their military service against the benefits they will receive as a result of paying the costs.

The process for paying the costs of obtaining credit is called “making deposit for” or “buying back” your military time. The following information applies only to employees covered by the Federal Employee Retirement System (FERS).

The cost of making deposit for military time is 3 percent of the basic pay earned during the period of military service, plus interest (depending on when you pay the deposit). The retirement annuity financial benefit of buying back military time is either 1 percent or 1.1 percent of high-3 average annual salary times years of service as identified in the *Employee and Labor Relations Manual* (ELM) section 586.

### **586.31 Basic**

***The annuity of an employee is 1 percent of the high-3 average pay multiplied by total creditable service.***

### **586.32 At Age Sixty Two**

***If a retiring employee is at least age 62 and has at least 20 years of creditable service, the annuity is 1.1 percent of the high-3 average pay multiplied by total creditable service.***

In addition to the financial benefit, military time that is bought back also counts toward eligibility to retire.

Most veterans will find the financial benefits of making deposit far outweigh the costs. This is for several reasons. The 3 percent cost is calculated only on the pay earned during the years in the military (plus interest in some cases), but the 1 percent (or 1.1 percent) benefit is applied to all the creditable years of federal service. In addition, for most veterans, the pay received in the military will have been considerably less than end-of-career pay in the Postal Service, so the 3 percent cost is applied to the lower military pay while the 1 percent (or 1.1 percent) benefit is applied to the higher Postal Service pay. Finally, the 3 percent cost (plus interest in some cases) is a one-time payment, while the 1 percent (or 1.1 percent) benefit will be an ongoing benefit for the lifetime of the retiree (and the lifetime of his or her spouse if survivor benefits are elected at retirement).

There are important basic rules for making deposit for military time:

1. Military service performed prior to Jan. 1, 1957, is creditable for retirement without payment. No deposit is required for this service to be creditable. Military service performed after Dec. 31, 1956, is creditable only when a deposit is made.
2. Full payment of the required deposit must be made prior to separation from the Postal Service.
3. The deposit must be paid directly to the Postal Service.
4. There is a two year interest-free grace period on all military deposits. After the two year grace period, interest is accrued and compounded annually. No interest is charged if the deposit is completed prior to three years from the date the employee first became covered under FERS.
5. Interest is charged at a rate determined by the Secretary of the Treasury for each calendar year.

6. Receipt of military retired pay bars the crediting of military service toward a FERS annuity, unless 1) the veteran waives the military retired pay and makes deposit for the years of military service, 2) the military retired pay was awarded for a service-connected disability incurred in combat with an enemy of the United States, or caused by an instrumentality of war and incurred in the line of duty during a period of war, or 3) the military retired pay was based on certain non-regular service pertaining to retirement from a reserve component of the Armed Forces (see 10 USC 67 and 10 USC 1223).

To begin the process of making deposit for military time, call the USPS Human Resource Shared Services Center (HRSSC) at 877-477-3273, Option 5. The Postal Service will provide you with SF Form 3108 *Application to Make Service Credit Payment* for you to complete and return. Upon receipt of Form 3108 USPS will make contact with the appropriate military branch, obtain documentation of your military pay records, calculate the 3 percent deposit (with the annual interest rates if applicable), and advise you of the dollar amount required. (The deposit percentage rate increases for military service performed in 1999 to 3.25% and for 2000 to 3.4% of the base pay.) If you decide to make the deposit, you can pay it in a lump sum or installments by deductions from your pay over time. All deposits must be made prior to retirement. For more information visit [www.opm.gov/retirement-services/fers-information/creditable-service](http://www.opm.gov/retirement-services/fers-information/creditable-service).

## Probationary Periods

Upon conversion to career status, Article 12 Section 1 of the National Agreement requires a probationary period. Article 12 Section 1 of the National Agreement states:

### ***Article 12 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.***

Career employees serving their probationary period are members of the bargaining unit and have access to the grievance procedure on all matters pertaining to their employment except separation. The Postal Service has a right to separate probationary employees at any time during their probationary period without establishing "just cause." Employees separated during the probationary period are contractually barred from filing a grievance concerning the separation.

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

### ***Re: Article 12.1 - Probationary Period***

***City carrier assistants (CCAs) who are converted to career status during an appointment as a CCA or directly after a five-day break in service will not serve a probationary period as a career employee, provided the employee has successfully served a 360-day appointment as a CCA and such career appointment directly follows a city carrier assistant appointment.***

Some management officials may be unaware of the contractual provisions pertaining to probationary periods for newly converted CCAs. Always refer to the National Agreement, your shop steward, or NALC branch officer for accurate information.

# 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

Career letter carriers start earning seniority on the day you become career and continue 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 tiebreaking procedures are explained in the *Joint Questions and Answers 2011 USPS/NALC National Agreement (M-01870)*, 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 (FTR) and full-time flexible (FTF) letter carriers may use their seniority for bidding on preferred full-time letter carrier assignments and other purposes such as selecting annual leave. See the “Leave” and “Bidding on Vacant Duty Assignments” sections in this guide for more clarification. 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 fulltime flexible city letter carriers.***

Part-time flexible (PTF) letter carriers use their seniority to determine order of conversion to full-time, annual leave scheduling, and to obtain hold-down opt assignments.

## **Seniority if You Transfer to Another Installation**

If you voluntarily 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 NALC branch officer.

## Layoff Protection

After achieving career status, letter carriers begin accumulating time toward the six years of continuous service required to protect them from a layoff or reduction in force (RIF). This provision is contained in Article 6 of the National Agreement:

### **Article 6 Section 3. Non-protected employees achieving protected status.**

- (a) A non-protected employee achieves protected status upon completion of six years of continuous service in their regular work force. The service requirement is computed from the first day of the pay period in which the employee enters the regular work force. To receive credit for the year, the employee must work at least one hour or receive a call-in guarantee in lieu of work in at least 20 of the 26 pay periods during that anniversary year. Absence from actual duty for any of the following reasons will be considered as “work” solely for the purposes of this requirement:**
- (1) To the extent required by law, court leave, time spent in military service covered by Chapter 43 of Title 38, or time spent on continuation of pay, Article 6.A 8 leave without pay or on OWCP rolls because of compensable injury on duty.**
  - (2) Time spent on paid annual leave or sick leave, as provided for in Article 10 of the Agreement.**
  - (3) Leave without pay for performing Union business as provided for in Article 24 of the Agreement. All other unpaid leave and periods of suspension or time spent in layoff or RIF status will not be considered work. Failure to meet the 20 pay period requirement in any given anniversary year means the employee must begin a new six year continuous service period to achieve protected status.**
- (b) Temporary details outside of the regular work force in which the employee’s position of record remains in the regular work force count toward fulfilling the 20 pay periods of work requirement per year.**
- (c) If a non-protected employee leaves the regular work force for a position outside the Postal Service and remains there more than 30 calendar days, upon return the employee begins a new service period for purposes of attaining six years continuous service.**
- (d) If a non-protected employee leaves the regular work force and returns within two years from a position within the Postal Service the employee will receive credit for previously completed full anniversary years, for purposes of attaining the six years continuous service.**

Non-protected employees achieve protected status upon completion of six years of continuous service in the regular workforce, which includes all full-time and part-time carriers. To receive credit, such employees must work at least one hour or receive a call-in guarantee (Article 8.8) in lieu of work in at least 20 of the 26 pay periods during each of the six consecutive “anniversary years.” The “anniversary year” begins on the first day of the pay period in which the employee enters the regular work force.

### **“Layoff” and “Reduction in Force.”**

Article 6 defines “layoff” as the separation of non-protected, non-preference eligible employees in the regular workforce because of lack of work or other legitimate, non-disciplinary reasons. “Reduction in force” (RIF) refers to the separation or reduction in the grade of a non-protected veterans’ preference eligible in the regular workforce because of lack of work or other legitimate, non-disciplinary reasons.

To date, management has never used layoff or RIF procedures to separate letter carriers. In the unlikely event that management attempts to do so, career letter carriers meeting the six-year requirement are protected under Article 6.

## Leave - Career Employees

Upon conversion to career, CCAs will receive increased leave types/options added to the categories of leave to which you are already eligible. 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 you become a career employee.

### 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.**

#### **512.321 Maximum Carryover Amounts**

**The maximum carryover amount, i.e., the maximum amount of previously accumulated annual leave with which an employee may be credited at the beginning of a year, is as follows:**

**Bargaining Unit Employees. The maximum leave carryover for bargaining unit employees is 55 days (440 hours).**

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.
- May carryover a maximum of 440 hours of annual leave.

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.

### Annual Leave Accrual and Crediting – Part-time Employees

As a PTF you will earn annual leave based on the number of hours that you work during the pay period. PTFs who have less than three years of creditable service will receive a maximum of 4 hours per pay period totaling 104 hours or 13 days of annual leave. When a PTF reaches three years of creditable service they will begin earning annual leave at the rate of 6 hours per pay period for a maximum of 160 hours or 20 days. PTFs who have 15 years or more of creditable service will earn 8 hours of annual leave per pay period for a maximum of 208 hours or 26 days per calendar year. PTFs may also carry over annual leave up to the maximum of 440 hours per leave year.

#### **ELM 512.312 Part-Time Employees**

**The following provisions concern part-time employees:**

- a. *Accrual and Crediting Chart. Part-time career employees other than rural carriers earn annual leave based on the number of hours in which they are in pay status.***

Leave Category	Years of Creditable Service	Maximum Leave per Year	Rate of Accrual	Hours in Pay Status	Hours of Leave Earned per Period
4	Less than 3 years	104 hours, or 13 days per 26–period leave year or 4 hours for each biweekly pay period.	1 hour for each unit of 20 hours pay in status.	20 40 60 80	1 2 3 4 (max.)
6	3 years but less than 15 years	160 hours, or 20 days per 26–period leave year or 6 hours for each full biweekly pay period. <sup>1</sup>	1 hour for each unit of 13 hours in pay status.	13 26 39 52 65 78	1 2 3 4 5 6 (max.) <sup>1</sup>
8	15 years or more	208 hours, or 26 days per 26–period leave year or 8 hours for each full biweekly pay period.	1 hour for each unit of 10 hours in pay status.	10 20 30 40 50 60 70 80	1 2 3 4 5 6 7 8 (max.)

- b. *Biweekly Crediting. Leave accrues and is credited in whole hours at the end of each bi-weekly pay period. All hours in pay status that cannot be credited for leave purposes are dropped when:***

1. *The leave year ends.*
2. *The employee's status is changed from part-time to full-time.*

## **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 procedures for annual leave in ELM Section 512 is the same for a career employee as a CCA.

## **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 your Local Memorandum 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 for pre-approved leave purposes is stated in their LMOU.

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 restricted to this category. Key LMOU provisions may establish the percentage of carriers (or a fixed number of carriers) to receive vacation each week, both during the choice vacation period and during the non-choice period. The number of carriers that must be permitted off during the choice vacation period is typically higher than the number during non-prime time.

Normally, the bidding process 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 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:

## **ARTICLE 10 LEAVE Section 4. Vacation Planning**

***D. 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 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 PS Form 3971 and furnish 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 handbook 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.***

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 of an emergency, you should consult with your shop steward or NALC branch officer for your local policy.

### **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 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—Career 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:**

<b>Employee Category</b>	<b>Time Accrued</b>
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.***

For PTFs, sick leave is earned based on the hours that you work similar to annual leave. PTFs will earn 1 hour of sick leave for every 20 hours in a pay status for a maximum of 104 hours or 13 days per leave year.

Sick leave for all career employees may be “banked” with no limits. There are no restrictions on the amount of sick leave that you may carry over from year to year. Many carriers save their sick leave to use for unexpected illnesses or injuries that may require them to be off for a period of time.

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 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 the LWOP section of this guide.

## **Authorizing Sick Leave**

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. If 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.

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 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 denied by your supervisor, you should consult with your shop steward or NALC branch officer about your situation as soon as possible.

## **Sick Leave for Dependent Care**

In certain circumstances, you are permitted to use sick leave to care for a family member. If you do, that is called sick leave for dependent care. Letter carriers may 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. Non- bargaining 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 can 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 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 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)**

All the protections that are afforded to CCAs under the FMLA still apply upon conversion to career. All FMLA timeframes and hourly requirements continue uninterrupted upon conversion. Career employees must have at least 1,250 work hours during the preceding 12 calendar months to qualify. Any FMLA protected hours that you have used prior to your conversion in the preceding months count toward your 12 work weeks of FMLA entitlement.

### **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 career 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.

When a career letter carrier is unable to begin or complete their tour of duty due to an "Act of God" ELM section 519.214 explains the amount of administrative leave to which the employee may be entitled.

#### ***519.214 Early Dismissal Due to Acts of God***

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

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

***The guaranteed hours as provided in the applicable national agreement.***

All other types of administrative leave are subject to management approval but may be contingent on contractual provisions. If you have any questions regarding when administrative leave is offered or approved, consult with your shop steward or NALC branch officer.

## **Bereavement Leave**

The MOU *Re: Bereavement Leave* contained in the National Agreement still applies upon conversion to career. As a career employee, you now have the added option of using earned sick leave in the unfortunate event of the death of certain family members.

## **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.***

PTFs have the right to paid court leave under the Memorandum of Understanding *Re: PTF Court Leave* of the National Agreement. The MOU reads in part:

***1. Effective September 26, 1987, part-time flexible employees who have completed their probationary period shall be eligible for court leave as defined in Employee and Labor Relations Manual Part 516.1 and Part 516.31***

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.

## **Military Leave**

Career letter carriers may receive paid military leave 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 permitted 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 replacements. 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. Military leave is one of a few ELM provisions specific to the fiscal year. USPS fiscal year begins on October 1<sup>st</sup> and ends on September 30<sup>th</sup> each year. Keep in mind this specific distinction regarding the fiscal year when considering your military leave allowances.

As described above, military leave is **paid leave** in which letter carriers can still earn a paycheck 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 NALC branch officer.

# Holidays

## Holiday Leave Pay – Full-time Carriers

Full-time and part-time regular letter carriers enjoy the increased benefit of 10 paid holidays per year. Those paid holidays, listed in ELM Section 518, are as follows:

### **518.1 Observed Holidays**

*The following 10 days are observed as holidays by the U.S. Postal Service:*

<b><i>New Year's Day</i></b>	<b><i>January 1</i></b>
<b><i>Martin Luther King Jr.'s Birthday</i></b>	<b><i>3rd Monday in January</i></b>
<b><i>Washington's Birthday/Presidents' Day</i></b>	<b><i>3rd Monday in February</i></b>
<b><i>Memorial Day</i></b>	<b><i>Last Monday in May</i></b>
<b><i>Independence Day</i></b>	<b><i>July 4</i></b>
<b><i>Labor Day</i></b>	<b><i>1st Monday in September</i></b>
<b><i>Columbus Day</i></b>	<b><i>2nd Monday in October</i></b>
<b><i>Veterans' Day</i></b>	<b><i>November 11</i></b>
<b><i>Thanksgiving Day</i></b>	<b><i>4th Thursday in November</i></b>
<b><i>Christmas Day</i></b>	<b><i>December 25</i></b>

To receive holiday leave pay, employees must be in a pay status either the last scheduled hour before or the first scheduled hour after the holiday or designated holiday. On these holidays, eligible employees receive holiday leave pay for the number of hours equal to their regular daily work schedule, not to exceed 8 hours.

## Holiday Leave Pay – Part-time Flexible (PTF) Carriers

While PTFs do not receive traditional holiday leave pay, Article 11 of the National Agreement explains how PTFs are compensated for holidays.

### **Section 7. Holiday Part-Time Employee**

***A part-time flexible schedule employee shall not receive holiday pay as such. The employee shall be compensated for the ten (10) holidays NALC-USPS Joint Contract Administration Manual - July 2014 Page 11-5 by basing the employee's regular straight time hourly rate on the employee's annual rate divided by 2,000 hours. For work performed on December 25, a part-time flexible schedule employee shall be paid in addition to the employee's regular straight time hourly rate, one-half (1/2) times the employee's regular straight time hourly rate for each hour worked up to eight (8) hours.***

Article 11 Section 7 of the National Agreement indicates part-time flexible employees do not receive holiday pay. Instead, Article 11.7 provides that the holiday pay that regular carriers receive is "built into" the regular hourly rate for part-time flexible employees. This explains why a part-time flexible's straight time pay is always higher than that of a regular employee at the same level and step. Under the provisions of Article 11.7, the straight-time hourly rate for a part-time flexible is computed by dividing the annual salary for a full-time regular at that level and step by 2,000 hours, rather than the 2,080 figure used to calculate the full-time regular's hourly rate. The difference of eighty hours is approximately equivalent to a regular employee's pay for ten holidays.

## Holiday-Worked Pay

Full-time regular employees may be entitled to an additional premium when scheduled to work on a holiday or day designated as your holiday. Holiday worked pay is separate from holiday leave pay. This provision is found in Article 11 Section 4 of the National Agreement.

### **Section 4. 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.**

Part-time flexible employees are only entitled to holiday-worked pay on December 25 as described in Article 11 Section 7 and are paid an additional 50% of the straight time hourly rate for each hour worked up to eight hours.

The rules governing holiday-worked pay are provided in ELM Section 434.5.

#### **434.5 Holiday-Worked Pay**

##### **434.51 Policy**

**Holiday-worked pay is paid to eligible employees for the hours worked on a recognized holiday or for the hours worked on the employee's designated holiday, except Christmas. (See 434.4 for recognized holidays.)**

**Christmas-worked pay is paid to eligible employees for the hours worked on Christmas day or the day designated as the employee's Christmas holiday.**

##### **434.53 Pay Computation**

**Provisions concerning pay computation are as follows:**

- a. Eligible employees who are required to work on their holiday or designated holiday are paid (in addition to any pay for holiday leave to which they may be entitled) their basic hourly straight time rate for each hour worked up to 8. Eligible FLSA special exempt employees are paid EAS additional pay for each authorized hour worked on their holiday or designated holiday.**
- b. Eligible employees, excluding postmasters and officers in charge, who are required to work on Christmas day or their designated Christmas holiday are paid, in addition to authorized holiday leave pay (434.4) and holiday-worked pay, Christmas-worked pay at 50 percent of their basic hourly straight-time rate. Work performed beyond 8 hours is treated as overtime for bargaining unit employees. The Christmas-worked premium is not paid for overtime hours. Also Christmas-worked pay is not authorized during hours of overnight travel on a nonscheduled day (438.133).**
- c. A holiday scheduling premium equal to 50 percent of the amount paid in 434.53a is paid to eligible employees for time actually worked on a holiday or on the employee's designated holiday (except Christmas) when the holiday schedule is not posted in accordance with national agreements, as follows:**
  - 1. If the schedule is not posted as of Tuesday preceding the service week in which the holiday falls, a full-time regular bargaining unit employee who is required to work on his or her holiday or designated holiday, or who volunteers to work on that day, receives holiday scheduling premium for each hour of work, not to exceed 8 hours. This premium is in addition to both holiday leave pay and holiday-worked pay.**
  - 2. In the event that, subsequent to the Tuesday posting period, an emergency situation attributable to Act(s) of God arises that requires the use of manpower on that holiday in excess of that scheduled in the Tuesday posting, full-time regular employees who are required to work or who volunteer to work in this circumstance(s) do not receive holiday scheduling premium.**
  - 3. When a full-time regular employee who is scheduled to work on a holiday is unable to or fails to work on the holiday, the supervisor may require another full-time regular employee to work the schedule, and the replacement employee is not eligible for holiday scheduling premium. Employees are not eligible for holiday scheduling premium while temporarily assigned to nonbargaining positions.**

## Bidding on Vacant Duty Assignments

Once a PTF or 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.B of the National Agreement. The MOU *Re: Full-time Regular Opportunities – City Letter Carrier Craft* of the National Agreement addresses bidding on vacant duty assignments and reads in part:

***Employees converted to full-time/career or transferred to an installation may participate in bidding for vacant duty assignments that are posted pursuant to Article 41.1.B of the collective bargaining agreement. If an installation is filling more than one full-time regular opportunity (including at least one residual vacancy) on a date when an employee(s) is being assigned/converted/reassigned, such employee(s) will be allowed to exercise their preference for residual assignments by the use of existing local practices.***

Full-time letter carriers are awarded duty assignments based on seniority within the installation. Bidding procedures differ from office to office. Consult your shop steward or NALC branch officer for information on how to bid for vacant duty assignments in your installation.

## Commuter Benefit Program

Upon conversion to career you are eligible to sign up for the Commuter Benefit Program. The program allows Postal Service employees to save on qualified commuting costs using pre-tax money. There is no fee to join or cancel. There is no open enrollment period. In fact, you can enroll or make changes anytime throughout the year.

Below are lists of both eligible and ineligible expenses:

### Eligible Expenses:

- Daily or monthly transit or vanpool fees up to \$255/month
- Daily or monthly parking expenses for meters, garages, and lots up to \$255/month

### Ineligible Expenses:

- Taxis
- Carpools
- Expenses other than parking for a personal car, personal van, or carpool
- Tolls
- Parking meters
- Traffic tickets
- Gasoline, maintenance, or repairs
- Auto lease payments
- Mileage
- Gas money

All career Postal Service employees are eligible to participate in the program and can sign up right away. Newly-hired employees must allow up to 30 days for their information to be imported into the system before they can sign up for a commuter benefits account.

For more information and enrollment options visit [www.commutercheckdirect.com](http://www.commutercheckdirect.com).

# Appendix



## APPENDIX B

Appendix B is the reprinting of Section I of the 2013 Das Award, the creation of a new non-career employee category. Provisions of the Das Award that were modified in the 2016 National Agreement are indicated in bold. Those provisions that are reflected in another part of the National Agreement or Joint Contract Administration Manual are not reprinted herein.

### 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 **the City Carrier Assistant Schedule, Table Three**. 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. **RESERVED**
- 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, **unless expressly authorized under the 2016 National Agreement or otherwise mutually agreed to by the parties.**

*l. CCA is the only noncareer category in the NALC bargaining unit.*

**m. RESERVED**

**2. RESERVED**

**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. 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 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, **rather than punitive**.*

**CCAs may be immediately placed in an off-duty status under the circumstances covered by Article 16.7. If the CCA completed the requisite period and has access to the grievance procedure pursuant to the previous paragraph, the requirements regarding notice, justification and the employee's ability to protest such action are the same as that for career employees under Article 16.7.**

*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.*

**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.**

#### **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.*

**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) *self-only option* equal to the greater of (a) \$125, or (b) the minimum required by the Patient Protection and Affordable Care Act, and applicable regulations.**

**The Postal Service will make a bi-weekly contribution equal to 65% of the total premium for any CCA employee who wishes to participate in the USPS Noncareer Health Care Plan (USPS Plan) for either *self plus one* or family coverage during a CCA's initial year of CCA employment. After a CCA's first year of employment, the Postal Service will make a bi-weekly contribution equal to 75% of the total premium for either *self plus one* or family coverage.** 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.

**The Postal Service shall continue to provide the USPS Plan with *self-only, self plus one, and family options* for the duration of this Agreement.**

#### **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.*

**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 **outside** 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 also address the circumstance of city carrier assistants working in small offices where there is no clear path to a career opportunity.***

*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 (**LMOU**) provisions do not apply to city carrier assistant employees, except as follows:

**In any office that does not have provisions in its current LMOU regarding annual leave selection for CCAs, the parties agree that, during the 2017 local implementation period, the local parties will, consistent with the needs of employees and the needs of management, include provisions into the LMOU to permit city carrier assistant employees to be granted annual leave selections during the choice vacation period and for incidental leave. Granting leave under such provisions must be contingent upon the employee having a sufficient leave balance when the leave is taken.**

**In the event a proposal(s) on this subject is appealed through the Article 30 impasse procedure, prior to a request for arbitration, such dispute(s) will be referred to an Alternate Dispute Resolution (ADR) team established by the national parties. The expectation is that the ADR team will reach an agreement that will allow city carrier assistants to plan for leave use while accounting for city carrier assistant absences, including during scheduled five day service breaks.**

**Any office that currently has provisions in its LMOU regarding annual leave selection for CCAs will continue such provisions, unless modified during the upcoming local implementation period. Any impasses that arise under this paragraph will be processed in accordance with Article 30 of the National Agreement.**

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

**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 (CCAs) who are converted to career status during an appointment as a CCA or directly after a five-day break in service will not serve a probationary period as a career employee, provided the employee has successfully served a 360-day appointment as a CCA and 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.*

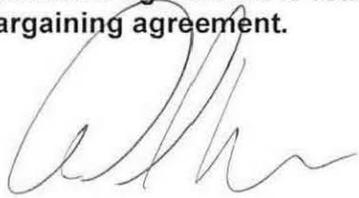
2. *When there is an opportunity for conversion to career status in an installation and that installation has both part-time flexible and CCA employees available for conversion, who is converted?*

**Response:** *The part-time flexible employees would be converted to full-time regular prior to conversion of the CCAs.*

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.



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**Alan S. Moore**  
Manager, Labor Relations  
Policy and Programs  
U.S. Postal Service



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**Brian L. Renfroe**  
Director of City Delivery  
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.**

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

**Re: Full-time Regular Opportunities – City Letter Carrier Craft**

**The parties agree to use the following process to facilitate placement of employees into full-time regular opportunities which include: 1) residual full-time regular city letter carrier duty assignments referenced in Article 7.3.A of the 2016 collective bargaining agreement, and 2) newly created full-time unassigned regular (incumbent only) positions which increase full-time complement and are in addition to the duty assignments referenced in Article 7.3.A.**

**Full-time regular opportunities in the city letter carrier craft covered by this memorandum (which are not subject to a proper withholding order pursuant to Article 12 of the collective bargaining agreement) that become available on and after the ratification date of the 2016 collective bargaining agreement will be filled as follows:**

- 1. Full-time regular opportunities defined above will be filled within 28 days of becoming available in the following order:**
  - a. if the opportunity is a residual vacancy(s), assignment of an unassigned full-time regular or full-time flexible city letter carrier in the same installation**
  - b. conversion to full-time regular status of a part-time flexible city letter carrier in the same installation pursuant to Article 41.2.B.6(b) of the collective bargaining agreement**
- 2. Full-time regular opportunities that cannot be filled through Item 1 above will be filled by part-time flexible city letter carriers, who were on the on the rolls as part-time flexible letter carriers, on the ratification date of the 2016 collective bargaining agreement, and have an active transfer request (eReassign) pending to the installation where the full-time regular opportunity exists on the date the full-time regular opportunity becomes available. Approval of such requests will be made based on the order the applications from qualified part-time flexible city letter carriers are received. Requests from part-time flexible city letter carriers pursuant to this paragraph will be acted upon without regard to normal transfer considerations. Reassignments and subsequent conversions to full-time status under this section will occur as soon as practicable, with consideration given to operational needs in the losing installation. Requests from all other qualified employees may only be considered under Item 3 below.**
- 3. Full-time regular opportunities that remain after Item 2 will be filled by 1) conversion of city carrier assistants to full-time regular career status in the same installation as the full-time regular opportunities or 2) acceptance and placement of voluntary reassignment (transfer) requests pending in eReassign at the time the opportunity becomes available from qualified bargaining unit employees (including full and part-time regular city letter carriers) or reassignment of bargaining unit employees within the installation. If there are insufficient transfer/reassignment requests from qualified bargaining unit employees, non-bargaining unit employees may be reassigned to a full-time regular opportunity. Reassignment (transfer) requests will be made with normal considerations contained in the Memorandum of Understanding, Re: Transfers, based on the order the applications are received. The number of career reassignments allowed under this paragraph is limited to one in every four full-time opportunities filled in offices of 100 or more workyears and one in every six full-time opportunities filled in offices of less than 100 workyears. At least three or five, as applicable, full-time opportunities will be filled by conversion of city carrier assistants to full-time regular career status based on their relative standing in the same installation as the full-time opportunities. Conversion of city carrier assistants to full-time status under this section will take place no later than the first day of the third full pay period after either the date the full-time regular opportunity becomes available or, when an employee's request for transfer is declined, or the date the employee rejects the offer.**

## **General Terms**

***The national union will be provided a list of unassigned full-time regular opportunities to be filled on a weekly basis.***

***Residual full-time regular city letter carrier duty assignments referenced in Article 7.3.A of the 2016 collective bargaining agreement, unless considered for reversion pursuant to Article 41.1.A.1, are considered available the date the assignment becomes a residual vacancy.***

***Newly created full-time unassigned regular (incumbent only) positions which increase full-time complement and are in addition to the duty assignments referenced in Article 7.3.A are considered available the date the Postal Service notifies the national union that an unassigned regular opportunity will be filled. The national parties will continue to discuss processes used to identify locations where it is appropriate to create full-time positions due to anticipated residual vacancies, attrition, and full-time city letter carriers who are not available to perform city delivery work.***

***Part-time flexible city letter carriers who elect reassignment to another installation through Item 2 above will receive retreat rights back to their original installation. Retreat rights will be offered to the first full-time regular opportunity in the original installation that cannot be filled through Item 1 above. City letter carriers who exercise retreat rights under this paragraph will have their craft seniority restored, augmented by time worked in the other facility, upon return to the original installation. Failure to accept retreat rights ends the opportunity to retreat back to the original installation.***

***During the term of this agreement no reassignments in the city letter carrier craft will be made within or between installations or from other crafts, unless the reassignment is made pursuant to this agreement, based on a mutual exchange, through the Article 12 involuntary reassignment process, or by mutual agreement of the national parties.***

***Employees accepting a voluntary reassignment under this agreement will begin a new period of craft seniority in the gaining installation.***

***Employees converted to full-time/career or transferred to an installation may participate in bidding for vacant duty assignments that are posted pursuant to Article 41.1.B of the collective bargaining agreement. If an installation is filling more than one full-time regular opportunity (including at least one residual vacancy) on a date when an employee(s) is being assigned/converted/reassigned, such employee(s) will be allowed to exercise their preference for residual assignments by the use of existing local practices.***

***Employees moving between installations pursuant to the terms of this agreement are solely responsible for any and all costs related to relocation.***

***With respect to the ratios outlined in Item 3 above, this agreement is considered a continuation of the May 20, 2016, Memorandum of Understanding, Re: Full-time Regular Opportunities – City Letter Carrier Craft and its predecessor agreements.***

***This agreement shall be in effect for the duration of the 2016 collective bargaining agreement.***

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.

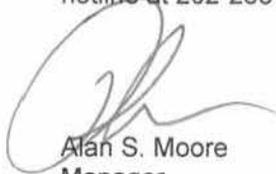
To provide the uniform allowance, local managers must furnish each CCA with a Letter of Authorization that includes an original signature. In order to purchase uniform items, the CCA must provide the original Letter of Authorization to an authorized postal uniform vendor and display his/her postal identification 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.

- 2 -

If you have any questions, please email [uniformprogram@usps.gov](mailto: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)

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 reapointed.*

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 91<sup>st</sup> or 121<sup>st</sup> 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](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.

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.**

## 28 Carrier-Auxiliary Control

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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 <b>Carrier - Auxiliary Control</b>						
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 Long 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 <small>Consider the bottom shelf as number 1.</small>					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>	<b>X</b>	
					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
1	30	Approved <input checked="" type="checkbox"/> <i>T.G.</i>			1	30
		Disapproved <input type="checkbox"/>			Approved <input type="checkbox"/>	
					Disapproved <input checked="" type="checkbox"/> <i>T.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. Cantoo 0122</i>						
Office Time		Street Time				Total Auxiliary Time  <i>1:45</i>
Begin Time	Time Used	Begin Travel To	Begin Delivery	Begin Travel From	Travel To	
		<i>2:45</i>	<i>2:55</i>	<i>4:20</i>	<i>:10</i>	
					<i>1:25</i>	
End Time		End Travel To	End Delivery	End Travel From	Travel From	
		<i>2:55</i>	<i>4:20</i>	<i>4:30</i>	<i>:10</i>	
					Total Street	<i>1:45</i>

PS Form 3996, November 1997

## **NALC Resources List**

National Agreement

*NALC Constitution*

nalc.org

NALC Member App

*Joint Contract Administration Manual (JCAM)*

*Materials Reference System (MRS)*

*NALC Shop Steward's Guide*

*The NALC Guide to Identifying Intentional False Editing of Clock Rings*

*NALC Work Hour Tracker*

*The 2018 NALC Guide to Route Inspections*

*NALC Route Protection Program*

*The NALC Route Inspection Pocket Handbook*

*NALC's Guide to the Performance Engagement Tool (PET)*

*2016 NALC Shop Steward's Guide to Preserving the Rights of Letter Carriers to be Treated with Dignity and Respect*

*Questions & Answers on the Federal Employees Retirement System*

## **USPS Handbooks and Manuals**

Handbook M-41, City Delivery Carriers Duties and Responsibilities

Handbook M-39, Management of Delivery Services

Employee and Labor Relations Manual (ELM)

FREDRIC V. ROLANDO  
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BRIAN RENFROE  
**EXECUTIVE VICE PRESIDENT**

LEW DRASS  
**VICE PRESIDENT**

NICOLE RHINE  
**SECRETARY-TREASURER**

PAUL BARNER  
**ASSISTANT SECRETARY-TREASURER**

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**DIRECTOR OF SAFETY AND HEALTH**

DANIEL TOTH  
**DIRECTOR OF RETIRED MEMBERS**

STEPHANIE STEWART  
**DIRECTOR, HEALTH BENEFITS**

JAMES W. "JIM" YATES  
**DIRECTOR OF LIFE INSURANCE**

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MIKE BIRKETT (REGION 5)

TROY CLARK (REGION 6)

TROY D. FREDENBURG (REGION 7)

STEVE LASSAN (REGION 8)

LYNNE PENDLETON (REGION 9)

JAVIER BERNAL (REGION 10)

MARK CAMILLI (REGION 11)

DAVID J. NAPADANO (REGION 12)

VADA PRESTON (REGION 13)

RICHARD J. DICECCA (REGION 14)

LARRY CIRELLI (REGION 15)

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