

## CCA Rights and Benefits



## **Union Representation**

As a member of NALC you are part of strong union that is over 130 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 their 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 location(s). The number of stewards certified shall not exceed, but may be less than, the number provided by the formula hereinafter set forth.***

#### **Employees in the same craft per tour or station**

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

***Plus additional Steward for each 100 employees***

Many CCAs across the country have stepped up to become union stewards. Page 17-2 of the *Joint Contract Administration Manual* (JCAM) clears the way for CCAs to serve by specifically stating:

*CCAs can serve as union stewards. The provisions of Article 17 apply to CCAs.*

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 they support 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 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 grievance procedure starts with your shop steward. Shop stewards are the foot soldiers in NALC’s efforts to enforce the National Agreement. Stewards are letter carriers with special training and knowledge of the contract. Whenever management fails to provide a letter carrier with what they are entitled to under the National Agreement, the steward is the first to handle the problem. Talk to your steward if you have an issue, no matter how large or small.

All letter carriers 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.

### **The National Agreement**

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

Your steward can guide you to the correct answers to most of your questions. All letter carriers, including CCAs, have rights under the National Agreement, and all letter carriers should ask a steward to 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 other times it does not. In the event this approach does not work, then the steward may need to file a grievance to correct the situation.

### **What is a Grievance?**

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

The National Agreement requires that grievances be filed within 14 days of when the contract violation took place, so be sure to talk to your steward as soon as possible after you become aware of a problem. Grievances are filed to correct the harm done when management violates the contract. 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 they 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 an appropriate remedy can be requested.

### **The Procedure and Process**

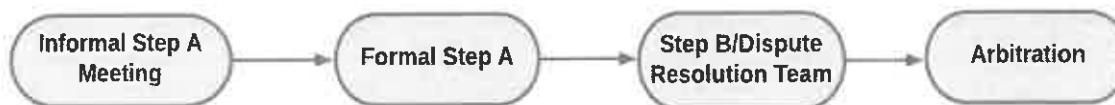
The grievance-arbitration procedure is a detailed method for resolving grievances in a timely fashion. The process gives each and every letter carrier an opportunity to have their voice heard when management violates letter carrier rights under the National Agreement.

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. They are 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 process:

- **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 comprised of a letter carrier and a manager who considers the evidence, consults 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.

### Grievance Procedure Flow Chart



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 they 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. You can find more information about the grievance arbitration procedure at [www.nalc.org/news/the-postal-record/2021/march-2021/document/Grievance-procedure.pdf](http://www.nalc.org/news/the-postal-record/2021/march-2021/document/Grievance-procedure.pdf).

## **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 *Joint Contract Administration Manual (JCAM)* affirms CCA entitlements to the grievance procedure regarding matters of discipline through Appendix B on page 12-3:

*City Carrier Assistant Employees. CCA employees are members of the bargaining unit and have access to the grievance procedure on those provisions that apply to CCAs. The question of whether or not a CCA has access to the grievance procedure if separated or disciplined is addressed in Appendix B, 3. Other Provisions, Section E – Article 16 of the 2019 National Agreement.*

Page 16-13 of the JCAM highlights one of the many important benefits CCAs gain upon conversion to career status. The provision affords the new career carrier a fresh start where discipline is concerned:

*Discipline issued to a CCA may not be considered or cited in determining whether to issue discipline to the CCA employee after his or her conversion to career status.*

### **Discipline – Within 90 Workdays or 120 Calendar Days of Employment**

CCAs have access to the grievance procedure when disciplined or removed except during their first 90 workdays or 120 calendar days of employment (whichever comes first). However, regarding removals, it is important to note that the 90 workdays 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-day 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 them about the situation.

## **Discipline – Beyond 90 Workdays or 120 Calendar Days of Employment**

Once a CCA has completed the 90 workdays or 120 calendar days, the CCA will have access to the grievance procedure for disciplinary actions without regard to their 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 the employee 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. 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 the employee 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 those 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 shown below:

<b>Table Three</b>		
<b>City Carrier Assistant (CCA) Schedule</b>		
<b>Hourly Rates</b>		
<b>Effective March 11, 2023</b>		
<b>Step</b>	<b>BB</b>	<b>AA</b>
City Carrier (grade 2)	19.33	19.83
Carrier Technician (add 2.1%)	19.74	20.25
<b>Hourly Rates for CCAs With Creditable TE Service*</b>		
<b>Step</b>	<b>BB</b>	<b>AA</b>
City Carrier (grade 2)	20.88	21.38
Carrier Technician (add 2.1%)	21.32	21.83
Steps (From-To) in weeks: BB-AA 52 weeks		

New CCAs are hired at the Grade 2, step BB rate on Table Three RSC Q4. After 52 weeks of employment, 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 Carrier Technician designation is for CCAs who have been assigned to a carrier technician position. To receive carrier technician 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 increase provided in table three, CCAs also receive the wage increases provided by Article 9, Sections 2 and 7 of the National Agreement.

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

***Effective November 23, 2019—the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to 1.1% of the basic annual salary for the grade and step in effect on the date of this Agreement.***

***Effective November 21, 2020—the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to 1.1% of the basic annual salary for the grade and step in effect on the date of this Agreement.***

***Effective November 20, 2021—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.***

***Effective November 19, 2022—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 provided for in Article 9 Section 2, City Carrier Assistants also receive general wage increases provided for in Article 9 Section 7 of the National Agreement*

**Article 9 Section 7. City Carrier Assistants**

*Effective November 23, 2019, the CCA hourly rates in Table Three shall be increased by 1.0%*

*Effective November 21, 2020, the CCA hourly rates in Table Three shall be increased by 1.0%.*

*Effective November 20, 2021, the CCA hourly rates in Table Three shall be increased by 1.0%.*

*Effective November 19, 2022, the CCA hourly rates in Table Three shall be increased by 1.0%.*

The 2019 – 2023 National Agreement provides that the step CC Pay Rate in the CCA schedule will be eliminated in accordance with the MOU Re: *Elimination of Step CC Pay Rate in CCA Schedule*. The MOU provides:

- 1. Effective June 19, 2021, the Step CC pay rate in RSC Q4 and Q5 (Table Three) will be eliminated. Step BB and its pay rate will become the new entry step for new CCA hires. The new waiting period from Step BB to Step AA will be 52 weeks.*
- 2. All CCAs in Step CC of RSC Q4 and Q5 as of June 19, 2021 will advance to Step BB and will maintain their current time-in-step credit toward Step AA.*
- 3. CCAs in Step BB of RSC Q4 and Q5 as of June 19, 2021 will have 12 weeks added to their current time in-step credit toward Step AA.*

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.)*

**F. Wherever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the employee's applicable rates shall apply.**

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

The overtime provisions of Article 8, Section 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 Section 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 Section 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

CCA Grade	BB	AA
1	1.16	1.16
2	1.23	1.23

## PS Form 50 Notice of Personnel Action

PS Form 50, *Notice of Personnel Action* 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 [liteblue.usps.gov](http://liteblue.usps.gov).

## Timekeeping and Virtual Timecard

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 = 1640.)

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

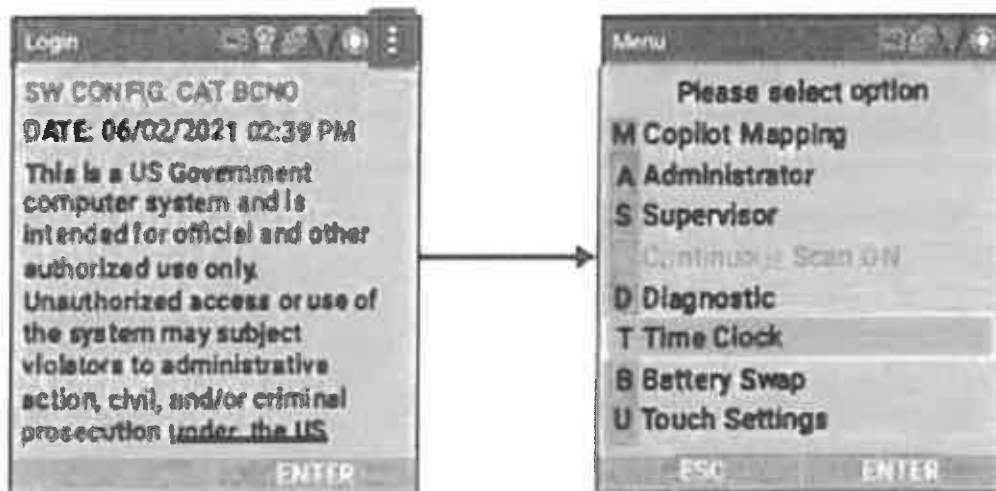
Notice 30, November 1987

Letter carriers are responsible for clocking in and out during their workday and recording the times and operations on which they work. There are three methods letter carriers use to record these times. One way letter carriers can document their work hours is by swiping their timecard on a hyper electronic badge reader (HEBR), commonly called the time clock, at the facility. The Postal Service requires employees to enter an operation code identifying the work being performed each time they begin a new operation. When a letter carrier swipes their badge to a specific operation on a HEBR it records their time which is commonly referred to as a "clock ring."

In addition to the use of the HEBR, in some locations another way letter carriers may record clock rings is to use the Time Collection Application on the Mobile Delivery Device (MDD) scanner. This application, not available in all locations, allows letter carriers to enter their time similar to the way clock rings are made on the HEBR.

Letter carriers can access the Time Collection Application via the On Street menu or by pressing the "Red" and "K" buttons on the MDD or "hamburger" menu on the MDD-TR. The hamburger menu is accessed by pressing the three dots in the upper right-hand corner of the screen on the device.

The images below are how the MDD timekeeping menus may look.



Carriers must scan the bar code on their employee identification badge prior to recording the time entries.



Five entries will be available for carriers to use: "Begin Tour," "Out for Lunch," "Return from Lunch," "Move" and "End Tour." Typically, letter carriers do not use the Out for Lunch and Return from Lunch entries. Once a letter carrier leaves for the street to begin delivering mail and the "Depart to Route" scan is performed, the lunch entries will no longer be available. After the "Move" entry is selected, the scanner will provide a list of operations and prompt the carrier to choose the proper operation.



The third method by which letter carriers can record their time worked is by manually entering their time entries on a PS Form 1260, *Non-EBR Card*. An example of the completed form is provided below.

Name (Last, First, MI) <i>JOHN D. JONES</i>			EIN (9 digits) <i>01-44567</i>		Pay Loc. <i>010</i>
Date (MM-DD-YYYY)	Ring Type (ET, OL, L, MW, ET)	OPN-LU (6 digits)	Route (6 digits)	Finance No. (6 digits)	Time (hrs:100s)
<i>01-21-2012</i>	<i>ET</i>	<i>000-000</i>	<i>010021</i>	<i>000-00000</i>	<i>0800</i>
	<i>MW</i>	<i>000-000</i>	<i>010021</i>	<i>000-00000</i>	<i>0950</i>
	<i>MW</i>	<i>000-000</i>	<i>010021</i>	<i>000-00000</i>	<i>1625</i>
	<i>ET</i>				<i>1650</i>
Supervisor Name (Print)			Comment(s):		
Supervisor Signature & Date					
PS Form 1260 Jul, 2012 (Page 1 of 2) PSN 7530-U* 000-9268 <b>NON-EBR CARD</b>					

The PS Form 1260 should only be used in circumstances where the other methods for recording work hours are unavailable. For example, the HEBR may not be working properly, the work location may not have an HEBR, or the employee's timecard may be unavailable. Letter carriers assigned to work in different locations may not have their timecard, so they are not able to make clock rings on the HEBR. Letter carriers may also not be able to use the MDD to record their time if the device is not available or the employee is not able to scan the bar code on their employee identification card. In each of these situations, or any instance where time cannot be recorded using the HEBR or MDD, letter carriers should request to complete a PS Form 1260 to ensure they are paid properly for their work hours. Completed PS Forms 1260 are submitted to a supervisor or management official for approval and recording of the time worked. Management personnel should return a signed copy of the form.

Letter carriers should contact a union representative if they receive instructions to use a PS Form 1260 for any reason other than those listed above.

Regardless of the method used to record daily clock rings, letter carriers can view their accumulated workhours for the current pay period using the Virtual Timecard application by logging into [www.liteblue.usps.gov](http://www.liteblue.usps.gov).

## Virtual Timecard

The USPS Virtual Timecard is designed to provide secure, near real-time access to your own time clock entries and your accrued work hours as recorded in the Time and Attendance Collection System (TACS).

Through the Virtual Timecard, you will be able to view your clock rings and accumulated work hours by workhour category, for the current pay period. This can be done every day and at any time using a personal computer or mobile device.

You can access Virtual Timecard by logging into [www.liteblue.usps.gov](http://www.liteblue.usps.gov). Once you are logged in, scroll down to "Quick Links", and click on the Virtual Timecard Icon. Once you click on the Virtual Timecard Icon, it will direct you to the landing page and you will click "I Agree" to be logged in.



**Employee logs into USPS LiteBlue (<https://liteblue.usps.gov>)**



**Virtual Timecard landing page appears. Employee clicks 'I Agree'.**



**Employee clicks on Virtual Timecard Icon in LiteBlue Carousel**

Once you are logged in, these are the screens you will see on the following pages:



**Virtual Timecard Clock Rings and Workhours by Category for Current Pay Period Appear**



**Current Pay Period Totals displayed at end of display**



**Menu Options include Home, Frequently Asked Questions (FAQ) and Exit**

The first image on the left is your homepage. The green circle is the current day. The middle image shows various hour types you have worked during the week. The image on the right is the FAQ section. The next section contains guidance on how to read the data.

## Reading Your Pay Stub and ePayroll

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		
NK	RSC/LEV	RATE	CODE	TYP	HOURS	PAY	THIS PERIOD		YEAR-TO-DATE		ANNUAL LEAVE (AL) CAT: 4.00	
2	0 01	1779	844	W	32.00	56928	GROSS PAY	169561	988314	AL PRIOR YR BAL 2.00		
2	0 01	1779	844	O	7.83	20895	FED TAX \$8	4576	21824	+ AL EARNED YTD 2.00		
2	0 01	1779	844	N	4.9	57	ST TAX DHS	3666	19592	+ AL HOL EARNED YTD 0.00		
1	0 01	1779	844	W	58.60	68669	RETIRE	100	100	- AL USED YTD 8.00		
1	0 01	1779	844	O	5.29	8780	MEDICARE	259	14531	= EARNED AL BAL 18.00		
				L	8.00	14232	UN L	2558	15348	+ AL ADVANCED 0.00		
							SUSEC	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							4.189					
NET PAY							1457.90	NT BK			0.00	

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

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

Below those boxes, your pay stub is composed of three main sections 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 straight time hourly base rate of pay. The base rates are printed regularly in The Postal Record or on the nalc.org letter carrier pay chart. When you become a full-time regular carrier, this section will show your annual salary.

**CODE:** Your employee designated/activity code. For a city carrier assistant, the code would be 84-4, part-time flexibles are 43-4, part-time regulars are 33-4, and full-time regulars are 13-4.

**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.

## ePayroll

Employees also have access to payroll information electronically via [liteblue.usps.gov](http://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, and benefits. LiteBlue login requires your employee identification number (EIN) and your USPS password. On LiteBlue select the "ePayroll" tab from the "Employee Apps" section, then follow the on-screen prompts. 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. Enter the required information and follow the prompts:



Your pay stub on ePayroll will show you all your paid hours, leave and retirement information, additional pay and deductions including your net-to-bank. If you have any questions, please contact your steward.

## 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. This provision can be broken into several sections, 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.***

Section 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 [www.opm.gov/healthcare-insurance/healthcare/reference-materials/reference/enrollment](http://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.***

Section 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.***

***Effective Plan Year 2022, the Postal Service will make a bi-weekly contribution equal to 75% of the total premium for any CCA employee who wishes to participate in the USPS Plan for self, self plus one, or family coverage, regardless of year of employment.***

Section 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 increase your enrollment level from self only to self plus one or self and family; or self plus one to self and family when certain qualifying life events occur as described in Handbook EL-520. Prior to plan year 2022, CCAs received 65% of the total bi-weekly premium for either the self plus one or family coverage during their initial year of employment and 75% for either of the two coverages after their first year.

Effective plan year 2022, the Postal Service began paying 75% of the premium for any CCA who wishes to participate in the USPS plan, regardless of the level of coverage selected or how long they have been employed.

***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.***

The fourth section is to ensure 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 default 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 reduce your enrollment level 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 only elect to reduce or cancel your enrollment in the USPS Health Benefits Plan during Open Season if 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. Prior to plan year 2022, if you elected self only coverage you would have received a bi-weekly contribution toward the total premium from the Postal Service which would have been the greater of \$125 or the minimum required by the Patient Protection and Affordable Care Act, and applicable regulations. If you elected self plus one or self and family coverage you would have received a 65% contribution from the Postal Service toward your bi-weekly premium during your initial year as a CCA and 75% contribution after your initial year.

Beginning with plan year 2022 all CCAs, regardless of coverage level, receive from the Postal Service a contribution equal to 75% of the total bi-weekly premium for enrollment in the USPS Noncareer Health Care Plan.

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.

	Self Only	Self plus one	Family
Initial year (prior to plan year 2022)	\$125*	65%	65%
Plan year 2022	75%	75%	75%
*Or the minimum required by the Patient Protection and Affordable Care Act, whichever is greater			

**USPS Noncareer Health Benefit Plan**

**USPS Contribution Toward Premium**

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. The key point to remember for health benefits upon conversion is that you have 60 days from your conversion date to sign up for health benefits through FEHBP. For a better understanding of your rights and benefits, as well as those rules, refer to the “Health Benefits – Federal Employees Health Benefits Program (FEHBP)” section of this guide.

## **Life Insurance**

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

Non-career federal employees, including CCAs, are not eligible for life insurance through USPS and the Federal Employee Group Life Insurance (FGLI) program. 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, great-grandchildren, and parents.

The MBA offers a variety of life insurance products, including whole, term, and universal life. In addition, MBA offers Individual Short-term Disability Insurance (for NALC members only). The MBA Hospital Plus plan pays you cash a benefit in the event you are hospitalized. MBA also offers Traditional IRAs, Roth IRAs, and Non-qualified deferred annuities. All of the MBA plans are offered with a variety of coverage options to fit your financial needs.

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, 8 a.m. – 3:30 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 who are members 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).

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. You may also request a guaranteed number of monthly payments.

The CCA Retirement Savings Plan is offered either as a Traditional or a Roth IRA. With a traditional IRA, the contributions you make each year may be deducted from your federal taxes. In addition, earnings accumulate tax-free until the time of withdrawal. Contributions to a Roth IRA are not tax-deductible but earnings accumulate tax-free. At the time of withdrawal, earnings are free from taxes if the owner has held the IRA for a minimum of five years and is at least 59 ½ years old.

City carrier assistants who participate in the plan may transfer their Traditional IRA funds to the Thrift Savings Plan once they become career letter carriers. The surrender charge will be waived in this instance only.

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.

As with all of our plans and policies, you get all the advantages of your MBA:

- **Dependability**—NALC stands behind every policy written by the MBA, which was created more than a century ago to give letter carrier families reliable savings and insurance plans.
- **Affordability**—The MBA operates with low overhead, no fees, and no salespeople on commission, so the savings are passed on to you.
- **Simplicity**—Just fill out an application to join the CCA Retirement Savings Plan. You will receive your policy to examine for 30 days. If you are not fully satisfied for any reason, return it for a full refund of any premium you have paid. There is no risk.

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/member-benefits/mutual-benefit-association/mba-brochures-applications-and-forms/cca-retirement-savings-plan](http://www.nalc.org/member-benefits/mutual-benefit-association/mba-brochures-applications-and-forms/cca-retirement-savings-plan) for an application or more information. You may also contact the MBA at NALC headquarters in Washington, DC at 202-638-4318, Monday through Friday, 8 a.m. – 3:30 p.m., Eastern Time, 800-424-5184 Tuesday and Thursday, 10 a.m.–12 p.m. or 2–4 p.m. Eastern Time.

## **Hours of Work**

The 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 CCAs, 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 their 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 on page 8-3 of the 2022 *Joint Contract Administration Manual (JCAM)*:

***Stand-by.*** PTFs and CCAs may not be required to remain on standby or remain at home for a call-in on days they are not scheduled to work.

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 they 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 detailed on page 8-25 of the JCAM:

***CCA Call-in Guarantees.*** 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.

Continuing on page 8-25, the JCAM even addresses work hour guarantees of CCAs who may be required to work split shifts by stating:

***Split Shifts—CCAs.*** The parties have agreed to the following rules for CCA work hour guarantees when there is a gap between two periods of work:

- 1. When 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.***
- 2. When 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 the 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. If management sends you home before working your work hour guarantee, contact 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 on page 8-19 of the JCAM, which reads:

*Limitations regarding full-time employees not on the ODL or Work Assignment List, PTFs, and CCAs are governed by ELM Section 432.32. ELM Section 432.32 rules apply during the penalty overtime exclusion period (December). (Step 4, E94N-4E-C 96031540, February 25, 1998, M-01272).*

There are no exceptions negotiated into the 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 they 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 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 break, then you are working off the clock for 30 minutes, which is strictly prohibited. Article 41 Section 3.K of the National Agreement specifically addresses working off the clock by stating:

#### **41 Section 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 workday. 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 Pre-arb*

*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 on page 8-3 of the JCAM below.

**Breaks.** *PTFs and CCAs receive the same rest breaks as full-time letter carriers when they work eight hours or more in a service day. When PTFs and CCAs work only a portion of a day (less than eight hours) they receive one rest break if the employee works less than six hours and two rest 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 the 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. You are encouraged to contribute to a safer work environment by reporting hazards that you encounter using this form. **In addition, employees must report all accidents and injuries immediately.**

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 PS 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.

Employee	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.)

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

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

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

Maintenance Supervisor	Signature	Date	Date Hazard Abated
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PS Form 1767, February 2014 PSN 7530-01-000-9422

WHITE - Local Safety Office (After Abatement)  
YELLOW - Approving Official

PINK - Local Safety Official (Initial Notice)  
BLUE - Employee

## **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.

All postal employees, career and non-career, 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, both career and non-career carriers 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, the NALC website, or filing a claim electronically through [www.ecomp.dol.gov](http://www.ecomp.dol.gov). If an injury is caused by a work factor or event occurring during a single workday 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 workday, 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 their 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 a NALC branch officer or shop steward.

When a claim is accepted, OWCP pays for all medical services and supplies needed for treatment of the injury and reimburses transportation used for obtaining care. An approved OWCP claim is a claim for life. 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 they have 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.

## Filing a CA-1 for a Traumatic Injury

A traumatic injury is defined as:

“A wound or other condition of the body caused by external force, including stress or strain, which is identifiable as to the time and place of occurrence and member or function of the body affected. The injury must be caused by a specific event or incident or series of events or incidents within a *single workday or work shift*.”

The key to this definition is that an event or events must have occurred during a single workday or work shift. If this describes your injury you should file a claim as soon as possible.

The best way to file a claim is to register and file your claim using ECOMP, the Office of Workers' Compensation Programs electronic claim filing portal. Filing electronically saves time and makes it easier to manage your claim and communicate with OWCP. You can register and file a claim on your smartphone, tablet, or computer. If you don't have a device to file a claim, the Postal Service must allow you to file your claim on a postal computer.

Immediately notify your supervisor of your injury and your intent to file a claim using ECOMP or submitting a hard copy. Request your supervisor's Postal Service email address to use in registering in ECOMP. If this is your first time using ECOMP, you will need to register before filing a claim. Once you have registered in ECOMP, go to the top of your dashboard and click New Claim. Follow the directions for filing a CA-1 claim for traumatic injury.

ECOMP

Welcome to ECOMP

The Electronic Compensation Operations & Management Portal

Have you been hurt on the job?

Need to upload a document?

Medical Providers:

Looking for a Pharmacy?

Need to file a form?

Sign in

Forgot Password

Track status of form or document

Need an account? Register

If you are filing the claim within one week of the injury, request form CA-16 *Authorization for Examination and/or Treatment*. The Postal Service is required by law to provide the CA-16 within four hours of your request. You can use the CA-16 to see the doctor of your choice. If your doctor refers you to a specialist, the CA-16 will also cover those expenses. Review the CA-16 to make sure your supervisor properly fills out sections 8 – 11 including a signature.

Request a Form CA-17 *Duty Status Report* from your supervisor. The Postal Service is responsible for filling out the job requirements on the left (side A) of the CA-17. Request several copies of the CA-17 completed by your supervisor so you can take one to every medical appointment. Take one copy to your doctor and have them complete the right (side B) of the CA-17, listing any medical restrictions. Once your doctor has completed the CA-17, make a copy or take a picture of the completed CA-17 and give the original to your supervisor. A CA-17 is a legal document that determines both an injured worker's medical restrictions and entitlement to wage loss compensation benefits.

## Continuation of Pay

At the bottom of the CA-1, question number 15 allows you to choose between Continuation of Pay (COP), or Sick and/or Annual leave. To qualify for COP you must:

1. File your claim within 30 days of the date of injury

2. Begin losing time within 45 days of the date of injury and,
3. Provide medical evidence of your disability, signed by a doctor, within 10 days.

If you elect COP, you will be paid your regular pay for 45 calendar days. The first three calendar days of COP are waiting days and you must use either sick leave, annual leave or Leave Without Pay (LWOP). After the three waiting days you will continue to get paid every two weeks as if you were working. If you are out of work longer than 14-days, the three waiting days can later be converted to COP.

### Seeking Medical Treatment

You have the right to seek treatment from your own doctor. If the Postal Service insists that you go to their doctor, you must be seen by them, but you do not have to be treated by them. **Injured workers should always choose the doctor that treats them.** Medical reports must be signed by a doctor. If you are examined by a physician's assistant or nurse practitioner, ask them to have a doctor review and countersign the report.

Your medical records are protected by the Privacy Act. With the exception of the CA-17, the Postal Service is not entitled to your personal medical records. The CA-17 normally provides enough medical evidence for the Postal Service to make you a job offer and entitle you to COP.

### Once your claim has been filed

OWCP will review the CA-1 Traumatic Claim and accept it or send notification to the injured employee that more information or evidence is needed to develop the claim. This is known as a Development Letter. Stay on top of all correspondence through mail and/or email from OWCP. If you have any

questions or concerns regarding your claim, contact your branch or regional NALC office for further assistance.

### CCAs COP and Wage Loss Compensation for on-the-job injuries

If you are injured on the job as a city-carrier assistant, the calculation of your wage-loss compensation is a little different. The Postal Service is responsible for certifying the pay rate to OWCP. Oftentimes this is done incorrectly; make sure your pay rate is correct if you are injured on the job. There are two possible methods for calculating pay rates for WLC:

1. If the employee has worked *11 months or more in the CCA position*—WLC is calculated as follows: total pay earned by the employee during the one-year period prior to the date of injury (excluding overtime) divided by 52 weeks.
2. If the employee *has not worked 11 months or more in the CCA position*—WLC is calculated as follows: Total pay (excluding overtime) for the year prior to date of injury for an employee in the same (or neighboring) facility who did work 11 months or more as a CCA. If there is more than one such employee, the one who worked the most hours in the year must be used. Divide that total by 52 weeks to calculate weekly wage-loss compensation.

## **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 people 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/body/el307-2.pdf](http://www.nalc.org/workplace-issues/resources/body/el307-2.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 2019 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 those for career letter carriers, CCAs still 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 explain 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 other types of 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. The leave year does not necessarily coincide with 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 other 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.

### **Requesting Wounded Warriors Leave**

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 treatment 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 in the Materials Reference System (MRS) M-01901 and on the NALC 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 city carrier assistants as it is earned. CCAs 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 one appointment to another. Instead, they receive a terminal leave payment for any unused annual leave remaining at the end of their 360-day appointment. Any unused annual leave will also be paid out when a CCA is converted to career status since this leave cannot be carried over from a non-career to a career position.

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 all letter carriers, including CCAs, 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.*

*Use of Sick Leave.* *For employees opting to use available sick leave, the leave will be charged to sick leave for dependent care, if eligible.*

*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.

Only actual hours worked, not time spent on paid leave, are used to determine if an employee has met the 1,250 work hour requirement. 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 stepchild 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 employee uses leave due to a condition already supported by an FMLA certification, the employee is not required to provide another certification in order for the absence to be FMLA protected."

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

If you have a situation that qualifies for protected absences under the provisions of the Family and Medical Leave Act, make sure you exercise your rights outlined above. If you have any additional questions or concerns about the FMLA, you should consult with your shop steward or 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 2019 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 or must need leave to care for a child born to or placed for adoption with the employee within the twelve months prior to taking leave 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.

The rules regarding holidays for CCAs can be found in Article 11 Section 8 of the National Agreement. CCAs will receive holiday pay for six holidays per calendar year.

## **Relative Standing**

Seniority is common in labor contracts and in most cases defines how much time an employee has worked in their job. In the letter carrier craft, seniority is the length of time you work within an installation compared to the other employees in the letter carrier craft employed at that installation and is used for various rights and benefits such as bidding on 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 city letter carrier 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. Appendix B, Section f of the CCA General Principles in the National Agreement covers relative standing:

- 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.**

This is also addressed on pages 41-17 and 41-18 of the JCAM:

*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. As explained on page 41-17 of the JCAM:

*Relative standing earned as a CCA in one installation does not transfer to another installation under any circumstances. However, an employee is still credited with all time spent on the rolls as a city letter carrier transitional employee after September 29, 2007, when determining relative standing in this situation.*

### **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 Section 2.B.7 is applied. This formula is explained on page 41-17 of the JCAM:

*In circumstances where two or more CCAs have the same total time credited for relative standing, placement on the relative standing roster will be determined by the order of placement on the hiring list (appointment register) from highest to lowest. (See Article 41.2.B.6.[a]). If a tie remains, then the formula outlined in Article 41.2.B.7 is applied.*

The tiebreakers from the National Agreement, referenced above states:

#### **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.**

Page 41-17 of the JCAM also provides the following explanation regarding tiebreakers and relative standing:

*The provisions of Article 41.2.B.6.(a) referenced in Appendix B.1 GENERAL PRINCIPLES, Section f. of the National Agreement are applied as follows:*

*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 non-preference 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 circumstance. These situations are addressed on page 41-17 of the JCAM:

*If a CCA is employed in an installation, then permanently moves to a different installation and then is subsequently reemployed in the original installation, the CCA would begin a new period of relative standing in the installation, but augmented by time served as a city letter carrier transitional employee for appointments made after September 29, 2007 (in any installation).*

When two or more full-time letter carrier assignments are filled on the same day either through the reassignment of a current career employee or through the conversion of one or more CCAs to career status, the employees must be ranked on the seniority list. These situations are explained on pages 41-19 and 41-20 of the JCAM:

- 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. If more than one CCA is converted to career status on the same day, the CCA ranked higher on the relative standing list will be ranked higher on the seniority list. This is addressed in Appendix B, 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.***

In accordance with the 2019 National Agreement, the MOU Re: City Carrier Assistants – Conversion to Career Status provides that CCAs who reach 24 months of relative standing will be converted to part-time flexible career status in their installation. The full text of the MOU can be found on page 160 and 161 of the 2019 National Agreement.

***Re: City Carrier Assistants – Conversion to Career Status***

***The U.S. Postal Service and the National Association of Letter Carriers, AFL-CIO agree that City Carrier Assistants (CCAs) who reach 24 months of relative standing will be converted to part-time flexible career status in their installation.***

- ***CCAs converted to part-time flexible employees under this MOU will count as full-time career carriers for purposes of calculating the CCA cap.***
- ***Any accumulated annual leave will be paid out to the CCA in a lump sum consistent with Appendix B.3.B.1.c upon conversion under this MOU.***
- ***In offices with 200 or more workyears, part-time flexible employees converted under this MOU will not be counted until they have at least 52 weeks of service credit as a PTF for purposes of calculating the full-time staffing percentage in Article 7.3.A.***
- ***Conversions to career status detailed above will be effective as soon as practicable, but no later than 60 days from the ratification date of the 2019 National Agreement or the first day of the third full pay period that follows the date a CCA achieved 24 months of relative standing, whichever is later.***
- ***Conversions made under this memorandum are in addition to conversions to full-time regular opportunities pursuant to the Memorandum of Understanding, Re: Full-time Regular Opportunities – City Letter Carrier Craft.***
- ***CCAs may decline the opportunity to be converted to career status under this memorandum. A CCA who does not accept the career opportunity will no longer be eligible for conversion to career status under this memorandum, but will retain his or her relative standing and will remain eligible for conversion to career status under the Memorandum of Understanding, Re: Full-time Regular Opportunities – City Letter Carrier Craft.***

CCAs should keep in mind the rules regarding relative standing and this MOU. CCAs who reassign from one installation to another start a new period of relative standing upon reporting to their new office. This means a CCA with no prior TE service who reassigns to another office would not be converted to PTF until they have been in the new office for 24 months. While CCAs with prior TE service would still have the time spent as a TE added to their relative standing, they would also lose the relative standing they earned in their former office. CCAs with prior TE service would have to wait until their TE service and the time spent in their new office added up to 24 months before being converted to PTF. CCAs wishing to change offices should consider the impact the reassignment will have on their ability to convert to PTF.

Relative standing is also important if the Postal Service decides to separate/not reappoint a CCA for lack of work or operational reasons. Appendix B, 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.

Any CCA told they will be separated due to a lack of work or operational circumstances should immediately contact their shop steward or NALC branch officer so the issue can be investigated to determine if the Postal Service is following the proper procedure.

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 Section 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 onto (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. CCAs must wait 60-calendar days after being hired before exercising their right to opt.

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.

An opt is also called a “hold-down” 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 letter carriers, part-time flexible letter carriers, and city carrier assistants may all opt for hold-down assignments. As explained earlier, CCAs must fulfill the waiting period before they can opt or hold-down an assignment.

### **Waiting Period**

The rules regarding the waiting period are explained on page 41-10 of the JCAM, which states:

*CCAs may opt for hold-down assignments 60 calendar days from the date of the first appointment as a CCA. Once a new CCA has met this requirement there is no additional waiting period for applying for/being awarded a hold-down when the employee is reappointed as a CCA or converted to career. If a newly hired CCA previously served at least 60 calendar days as a CCA or career city letter carrier, this rule does not apply.*

### **Posting**

The National Agreement does not establish specific procedures for announcing vacancies available for hold-downs. However, the process 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 the hold-down. In the absence of an LMOU provision or mutually agreed-upon local policy, the bare provisions of Article 41 Section 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 Section 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 a carrier may temporarily vacate a hold-down position for which they have opted—for example, vacation. The 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 their 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 break in service between 360-day appointments is addressed on page 41-13 of the JCAM, which states:

*A CCA's five-day break in service between 360-day terms does not end an opt (hold-down). A five-day break in service can only create another opt (hold-down) opportunity if it 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 full-time regular career status and is assigned to a vacant full-time assignment 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 assignment.

## **Bumping**

A CCA can be “bumped” from a hold down 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, Section 1.C of the National Agreement. The rules governing this situation are found on page 41-14 of the JCAM:

*There is no difference in the application of opting (hold-down) rules between PTFs and CCAs. However, 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 PTF letter carriers assigned to the same work location (Article 7, Section 1.C). In this situation, the opt (hold-down) is not terminated. Rather, the CCA is temporarily bumped off the assignment as necessary on a day-to-day basis.*

A complete explanation of the circumstances in which a CCA may be removed from a hold down are found on page 41-14 of the JCAM. This explanation is printed below:

**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, 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.*

In accordance with JCAM page 41-14, the above rule applies to CCAs.

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

The pay status of a CCA who is temporarily holding down a full-time assignment is explained on page 41-15 of the JCAM:

*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, 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 600,000 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 workdays or has been employed 120 calendar days, whichever comes first, they are provided with an annual uniform allowance. This is covered in Article 26, Section 3 of the National Agreement which reads:

#### ***Article 26 – Uniforms and Work Clothes Section 3. City Carrier Assistant***

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

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

Article 26, Section 2 covers the amount of the annual allowance, stating:

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

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

***A. Effective May 21, 2021 the annual allowance for all eligible employees shall be increased from present \$464.00 per annum to \$487.00 per annum. The increase shall become effective on the employee's anniversary date.***

***Effective May 21, 2022 the annual allowance for all eligible employees shall be increased from \$487.00 per annum to \$499.00 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, 2021 - \$113.00 if entitled to \$487.00 per annum. Effective May 21, 2022 - \$116.00 if entitled to \$499.00 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**

CCA uniform program details, including how the uniform allowance is provided, how uniforms are purchased, and how the uniform vendor is reimbursed, are explained on pages 26-2 through 26-4 of the JCAM. The complete explanation is printed below:

#### ***CCA Uniforms.***

- ***A CCA becomes 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.***
- ***Currently, 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 by local management 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 Human Resources.***
- ***Uniform items can only be purchased from USPS licensed vendors. A list of all authorized Postal Service Uniform vendors is located on the Human Resources website: Uniform Program from the Blue Page and also on Liteblue under My HR, and look for the link for Uniform Program.***

- 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.
- The anniversary date for the purpose of annual uniform allowance eligibility for a CCA is the calendar date the CCA initially becomes eligible for a uniform allowance. Once established, the anniversary date does not change. Therefore, when a CCA is converted to career status, he/she retains the same anniversary date held as a CCA.
- An exception to this rule occurs when a CCA is separated for lack of work and then rehired as a CCA after his/her anniversary date has passed. 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. A CCA that is separated for lack of work and then rehired as a CCA before their next uniform anniversary date 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.
- If a CCA does not use the full allowance before his/her appointment ends, the remainder of the annual uniform allowance carries over into the next CCA appointment as applicable, but must be used before the next uniform anniversary date. CCAs cannot purchase uniform items during their 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. CCAs who are converted to career status may keep any unused uniform allowance until their next uniform anniversary date, at which point any remaining balance will be forfeited. When the anniversary date is reached, employees are provided a purchase card containing their first annual uniform allowance as a career employee.
- CCAs do receive the additional credit authorized under Article 26.2.B with their first uniform allowance following conversion to career status.

After conversion to career status, letter carriers will receive the additional uniform allowance credit referenced in Section 2.B above, not the first time they receive their uniform allowance as a CCA. Keep in mind, when you convert from non-career to career status, you will maintain the same uniform allowance anniversary date when you first became eligible as a non-career employee.

Upon being converted to career status, CCAs will be issued a uniform purchase card from Citibank prior to their next anniversary date. When a CCA is converted to career status, any unused portion of the allotment is still available. In this case, the employee will not receive the uniform purchase card, and the additional credit described above, until their next uniform anniversary date. You will be able to use these purchasing cards to order your uniform from postal vendors. You need to store this purchasing card in a safe space as it will be loaded every year when you are eligible until the expiration of the card. Information about the uniform purchase card as well as a list of authorized uniform vendors is available online at [liteblue.usps.gov](http://liteblue.usps.gov).

If you have any questions about uniforms or have not received a letter of authorization for purchasing uniforms within 14 days of your eligibility or have not received a uniform purchase card after being converted to career status, contact your shop steward or NALC branch officer.

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.

## 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**

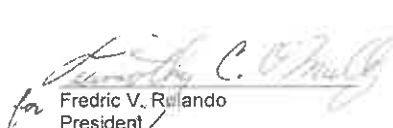
**Re: City Carrier Assistants - Temporary Assignments to Other Post Offices**

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 7-1.1.2.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.

  
Ian 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.*

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

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

If CCAs have any questions about the procedures listed above, including proper mileage payment for travel, they should see their shop steward or 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. This is addressed on pages 12-51 and 12-52 of the JCAM:

**CCA Reassignments.** *CCAs may be permanently reassigned from one post office (installation) to another during their appointment 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. 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. As explained in the section regarding relative standing, CCAs who reassign to another installation will begin a new period of relative standing. CCAs who had prior service as a transitional employee letter carrier after September 29, 2007, will have that time added to their relative standing when they move to the new office.

## **Use of Privately Owned Vehicles**

The memorandum of understanding below covers the use of privately owned vehicles. Although this agreement was between the Postal Service and the American Postal Workers Union, 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 issue is further explained on page 41-38 of the JCAM as follows:

*CCAs may not enter into City Carrier Transportation (Driveout) Agreements, as defined in Article 41.4 of the National Agreement. 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 upon 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.