



NALC

City Carrier Assistant

**Rights
&
Benefits**

Updated April 2014

CCA Terms

CCA employees are hired for terms of 360 calendar days and will have a break in service of five calendar days between appointments.

Pay Rates

The hourly rate for CCA employees shall be established in accordance with Table 2, Step BB. Transitional Employees (TEs) on the rolls as of January 10, 2013 (including TEs that were on their five-day break in service) who become CCAs shall be paid at Step AA of Table 2 (see below). The wage schedule chart for CCAs shown below is found in Article 9.7 on page 28 of the National Agreement.

Overtime Work

CCAs are paid time and one-half for all work over 8 hours in a service day and over 40 hours in a

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

Night Shift Differential

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

Pay increases under the 2011-2016 National Agreement

CCAs will receive the following contractual pay increases (see chart at bottom):

- 2.0% November 16, 2013
- 2.5% November 15, 2014
- 2.5% November 14, 2015

City Carrier Assistant Schedule			Hourly Rates RSC Q7 (NALC)	
CCA Grade	BB	AA		
1	15.30	16.58		
2	15.63	16.92		

City Carrier Assistant Schedule			Night Differential Rates RSC Q8	
CCA Grade	BB	AA		
1	1.16	1.16		
2	1.23	1.23		

City Carrier Assistant Hourly Wages*				
Date	Percent Inc.		New CCAs Step BB	TE/CCAs Step AA
1/12/2013	--	--	\$15.00	\$16.25
11/16/2013	1.0%	Gen Wage Inc	\$15.15	\$16.41
11/16/2013	1.0%	CCA Wage Inc	\$15.30	\$16.58
11/15/2014	1.5%	Gen Wage Inc	\$15.53	\$16.82
11/15/2014	1.0%	CCA Wage Inc	\$15.68	\$16.98
11/16/2015	1.0%	Gen Wage Inc	\$15.83	\$17.14
11/16/2015	1.5%	CCA Wage Inc	\$16.06	\$17.39

Notes: CCA carriers will receive the General Wage Increases payable to career letter carriers (1 percent in 2013, 1.5 percent in 2014 and 1 percent in 2015) as well as additional CCA-only wage increases of 1 percent in 2013, 1 percent in 2014 and 1.5 percent in 2015. As with career carriers, the percentage increases of CCAs are applied to the wage rated effective on January 12, 2013.

Relative Standing

CCAs are credited with something similar to seniority called relative standing. Relative standing is determined by the original CCA hire date in an installation. For those CCAs who were Transitional Employees (TEs) before being hired as CCAs, all time served as a TE after September 29, 2007 is added. However, time spent on a five day break is not included for purposes of calculating relative standing. Section f of the CCA General Principles found on page 134 of the National Agreement covers relative standing:

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

This is also addressed by question 57 of the March 6, 2014 jointly developed questions and answers, 2011 USPS/NALC National Agreement (M-01833):

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

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

Relative standing is extremely important for a few reasons. First, when CCAs are converted to full-time career status within an installation, the CCA with the most relative standing in that installation is the first one converted

to full-time career status. Section g of the CCA General Principles found on pages 134-135 of the National Agreement states:

- 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.*

It is important to remember when calculating relative standing that it doesn't matter where an individual served as a transitional employee. This is addressed by question 59 of M-01833:

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

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

The answers to questions 57 and 59 also make clear that if a CCA who was a former TE stops working in one installation and begins working in another installation, relative standing credit earned as a TE will always transfer with the CCA no matter where they work. However, relative standing credit earned as a CCA does not transfer with an employee in the same situation.

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

- h. *CCA employees may be separated at any time during their term of appointment for lack of work. Separations for lack of*

work shall be by inverse relative standing in the installation. Such separations are not grievable except where the separations are pretextual. CCAs separated for lack of work will be given preference for reappointment ahead of other CCAs with less relative standing in the installation if the need for hiring arises within 18 months of their separation.

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

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

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

Work Schedules

The service week for CCAs begins at 12:01 a.m. on Saturday and ends on Friday at midnight.

Work Hour Guarantees

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.

Uniforms

CCAs are provided a uniform allowance. This is covered in Article 26.3 found on page 100 of the National Agreement.

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.

The amount of the uniform allowance is covered in Article 26.2 found on pages 99-100 of the National Agreement:

Section 2. Annual Allowance

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

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

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

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

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

Questions 47-54 of M-01833 clarify how the uniform allowance is provided to a CCA, how items are purchased, and how the licensed uniform vendor receives payment for uniform purchases:

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

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

when they begin their first CCA appointment.

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

The calendar date the CCA initially becomes eligible for a uniform allowance.

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

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

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

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

51. How are uniform items purchased?

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

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

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

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

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

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

Yes, in this situation a new anniversary date is established on the date of reappointment and the

CCA is provided a full annual uniform allowance within 14 days of the new anniversary date.

If CCAs have any questions about uniforms or they have not received a letter of authorization for purchasing uniforms within 14 days of their eligibility they should see their shop steward.

Leave

CCAs earn annual leave. Section 3. OTHER PROVISIONS B. Article 10 - Leave found on pages 141-143 of the National Agreement describes the amount of leave CCAs earn, the procedures for requesting leave and other leave related issues.

B. Article 10 - Leave

GENERAL

1. *Purpose. Annual leave is provided to CCA employees for rest, recreation, emergency purposes, and illness or injury.*
 - a. *Accrual of Annual Leave. CCA employees earn annual leave based on the number of hours in which they are in a pay status in each pay period.*

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

- b. *Biweekly Crediting. Annual leave accrues and is credited in whole hours at the end of each biweekly pay period.*
- c. *Payment For Accumulated Annual Leave. A separating CCA employee may receive a lump-sum payment for accumulated annual leave subject to the following condition:*

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

AUTHORIZING ANNUAL LEAVE

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

Additionally, the following memorandums of understanding (MOUs) regarding leave apply to CCAs:

The MOU, *Re: City Carrier Assistant (CCA) Annual Leave* found on pages 146-147 of the National Agreement gives local branches the opportunity to negotiate leave provisions for CCAs during the choice vacation period. For information on leave provisions in your office, see your shop steward.

It also requires the NALC and the Postal Service at the national level to explore other options for payment of leave at the end of a 360-day term. Currently, CCAs receive a payout for their unused annual leave at the end of a 360-day term.

Re: City Carrier Assistant (CCA) Annual Leave

Article 30 of the National Agreement and Local Memorandum of Understanding provisions do not apply to city carrier assistant employees, except as follows:

During the local implementation period, the parties may agree to include provisions into the

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

In addition, the parties will explore at the national level appropriate options regarding current policies for paying terminal leave.

The MOU, *Re: Bereavement Leave* found on pages 182-183 of the National Agreement gives employees the right to use up to three days of leave in the unfortunate event of the death of certain family members. CCAs do not earn sick leave so they may only use annual leave or leave without pay for bereavement purposes.

Re: Bereavement Leave

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.*

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

Discipline Procedure

CCAs have access to the grievance procedure when disciplined or removed. If you are disciplined or removed, let your shop steward or a branch officer know as soon as possible. The Union can file a grievance on your behalf, but it must be filed within 14 days of the date you receive discipline. In order to give your shop steward the most time possible to investigate and prepare a grievance, it is always best to let them know as soon as possible.

Section 3. OTHER PROVISIONS E. Article 16 – Discipline Procedure found on pages 143-144 of the National Agreement states:

E. Article 16 – Discipline Procedure

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

CCAs may be disciplined or removed within the term of their appointment for just cause and any such discipline or removal will be

subject to the grievance arbitration procedure, provided that within the immediately preceding six months, the employee has completed ninety (90) work days, or has been employed for 120 calendar days (whichever comes first) of their initial appointment. A CCA who has previously satisfied the 90/120 day requirement either as a CCA or transitional employee (with an appointment made after September 29, 2007), will have access to the grievance procedure without regard to his/her length of service as a CCA. Further, while in any such grievance the concept of progressive discipline will not apply, discipline should be corrective in nature.

In the case of removal for cause within the term of an appointment, a CCA shall be entitled to advance written notice of the charges against him/her in accordance with the provisions of Article 16 of the National Agreement.

Weingarten Rights

If called to a meeting with management, postal inspectors, or an Office of Inspector General (OIG) agent, read the following statement to the person you are meeting with before the meeting starts:

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

Federal labor law gives each employee “the right to representation during any investigative interview which he or she has reason to believe may lead to discipline.” These rights are known as *Weingarten* rights. Many letter carriers do not know about their *Weingarten* rights. If you do not know about this right, please read this carefully. It is simple, yet many fail to exercise this powerful right.

An employee has *Weingarten* representation rights only where he or she reasonably believes that discipline could result from the investigative interview. It is important to remember that it is the employee who must reasonably believe that discipline could result, not the manager. Whether or not an employee’s belief is “reasonable” depends on the circumstances. Some cases are obvious, such as when a supervisor asks an employee if they discarded deliverable mail. Generally, if you are asked a question concerning something you allegedly did wrong, you should reasonably believe that discipline could result.

Management is not obligated to inform you of your right to representation. The steward cannot exercise your *Weingarten* rights for you. You must ask for representation. If you do not ask for a steward, you have given up your right to have representation present. 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.

If called to a meeting with management, postal inspectors, or an OIG agent, remain respectful and calm and read the paragraph in italics at the beginning of this section to the person you are meeting with before the meeting starts. The manager, inspector, or OIG agent conducting the interview is then required by law to provide you with your steward. Please remember to take advantage of this right.

Note: If you are interrogated on a matter that could possibly lead to criminal charges, you should immediately seek the advice of an attorney in addition to requesting your shop steward.

Health Insurance

The 2011 National Agreement contains provisions for health insurance for CCAs. A letter from NALC Director of Health Benefits Brian Hellman is reproduced on the next few pages. This letter thoroughly explains health insurance options available to CCAs.

Retirement Savings Plan

Section 3. OTHER PROVISIONS G. Retirement Savings Plan found on page 145 of the National Agreement states:

If the NALC establishes a 401k retirement savings plan for CCA employees, the Postal Service agrees to implement the necessary steps for payroll deductions for this plan.

NALC has established a retirement savings plan for CCAs. This plan, called the Retirement Savings Plan is offered through the NALC's life insurance company, the U.S. Letter Carriers Mutual Benefit Association (MBA). Only NALC members are eligible for MBA products.

The Retirement Savings Plan allows CCAs to save for retirement while working as a CCA. When converted to full-time career status, a CCA who has enrolled in a Retirement Savings Plan may roll their savings into their Thrift Savings Plan (TSP). For more information, contact your local branch's MBA representatives or visit the MBA's website at nalc.org/depart/mba/.

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, the assignment temporarily has no regular letter carrier assigned, etc.), CCAs may exercise their right to opt to work (or hold-down) that assignment for the duration of the temporary vacancy by submitting a request to their supervisor.

The request should be submitted in writing, and CCAs should keep a copy of the request. If no eligible career letter carrier has requested to work the assignment, the opt will be awarded to the eligible CCA with the highest relative

standing who requested it and is not already on another opt.

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

Section 3. OTHER PROVISIONS Article 41 – Letter Carrier Craft found on page 145 of the National Agreement states:

Section 2.B

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

The following letter of intent found on pages 148-149 of the National Agreement explains opting rights for CCAs:

Letter of Intent

Re: City Carrier Assistants - Opting

With the establishment of the city carrier assistant position, the following changes concerning opting will be incorporated in to the Joint Contract Administration Manual.

JCAM Page 41-10

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

JCAM Page 41-13

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

JCAM Page 41-14

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

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

Another exception occurs if the Local Memorandum allows the regular carrier on a route to “bump” the Carrier Technician to another route when the regular carrier is called in on a non-scheduled day to work on his/her own route. In such cases, the Carrier Technician is allowed to displace an employee who has opted on an assignment on the technician’s string if none of the other routes on the string

are available. In such cases a part-time flexible or city carrier assistant employee’s opt is not terminated. Rather, he/she is temporarily “bumped” on a day-to-day basis. (See Step 4, N8-N-0176, January 9, 1980, M-00154.)

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

Nor do PTFs or city carrier assistants receive holiday pay for holidays which fall within the hold-down period by virtue of the hold-down. Rather, part-time flexible employees continue to be paid for holidays as PTFs per Article 11. 7. City carrier assistants are not covered by Article 11.7.

JCAM Page 41-15

Remedies and Opting. Where the record is clear that a PTF or city carrier assistant was the senior available employee exercising a preference on a qualifying vacancy, but was denied the opt in violation of Article 41.2.B.4, an appropriate remedy would be a “make whole” remedy in which the employee would be compensated for the difference between the number of hours actually worked and the number of hours he/she would have worked had the opt been properly awarded.

In those circumstances in which a PTF or city carrier assistant worked forty hours per

week during the opting period (or forty-eight hours in the case of a six-day opt), an instructional “cease and desist” resolution would be appropriate. This would also be an appropriate remedy in those circumstances in which a reserve letter carrier or an unassigned letter carrier was denied an opt-in violation of Article 41.2.B.3.

These changes will be implemented with the establishment of the city carrier assistant positions and be enforced without regard to the actual publishing of these changes in a revised JCAM incorporating these changes.

CCA opting rules are also addressed in M-01833. Question 65 clarifies the waiting period before newly hired CCAs can opt:

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

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

Question 67 clarifies whether a CCA may be “bumped” from a hold down in order to provide a part-time flexible employee assigned to the same location with 40 hours of straight time work to which they are entitled under Article 7.1.C of the National Agreement:

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

Yes, a CCA may be “bumped” from an opt if necessary to provide 40 hours of straight-time work over the course of a service week to part-time flexible

letter carriers assigned to the same work location. In this situation the opt is not terminated. Rather, the CCA is temporarily taken off the assignment as necessary on a day-to-day basis.

Memorandums of Understanding that apply to CCAs

Currently, CCAs may only convert to full-time career status in the installation where they work. Arbitrator Das created a task force to look for ways to give CCAs opportunities to convert to full-time career status without being limited to their own installation. This memorandum of understanding can be found on page 146 of the National Agreement.

Re: City Carrier Assistant Opportunities

In order to provide the potential for career opportunities to city carrier assistants beyond their employing installation, a joint Task Force will be established to explore ways to expand opportunities for career city carrier positions within the district.

The Task Force will consist of two members appointed by the NALC and two members appointed by the Postal Service. The Task Force shall convene within 15 days of this agreement and will function for a period of one year, unless extended by mutual extent. The Task Force will provide reports and recommendations to the NALC President and the Vice President, Labor Relations, or their designees on a quarterly basis.

CCAs that successfully complete at least two successive 360-day terms do not have to serve a probationary period when converted to a full-time career letter carrier position. This memorandum of understanding can be found on page 150 of the National Agreement.

Re: Article 12.1 - Probationary Period

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

career appointment directly follows a city carrier assistant appointment.

Question 35 of M-01833 explains this MOU on probationary periods and provides other exceptions to the rule:

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

Yes, except in the following circumstances:

- **The employee has successfully completed two successive 360-day appointments as a CCA, provided the career appointment directly follows a CCA appointment. See Memorandum of Understanding, Re: Article 12.1-Probationary Period.**
- **The employee was a city carrier transitional employee placed into a CCA position following a one-day break in service in accordance with the January 31, 2013 Memorandum of Understanding, Re: Break in Service. The TE service does not apply, but completion of a total of 720 days as a CCA in successive appointments satisfies the two successive 360-day appointments required by the Memorandum of Understanding, Re: Article 12.1- Probationary Period.**
- **When, during the term of the Memorandum of Understanding, Re: Sunday Delivery - City Carrier Assistant Staffing, the employee is converted to full-time career status and successfully served as a city carrier transitional employee directly before his/her initial CCA appointment.**

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

Re: Use of Privately Owned Vehicles

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

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

This is further addressed in question 77 of the jointly developed questions and answers, 2011 USPS/National Association of Letter Carriers National Agreement (M-01833) dated March 6, 2014.

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

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

master or station manager and the employee. The postmaster or station manager must then forward the completed form to the servicing Vehicle Maintenance Facility manager.

Injury Compensation

CCAs are covered by the Federal Employees' Compensation Act (FECA). The FECA provides wage-loss, medical, and other benefits to Postal Service employees, including CCAs, who sustain personal injury or employment-related illness while in the performance of duty. The FECA also pays benefits to dependents if the injury or illness causes the employee's death. The Office of Workers' Compensation Programs (OWCP), a subdivision of the U.S. Department of Labor, administers the FECA through 12 district offices.

It can be daunting for injured workers to successfully navigate through the intricacies of the FECA. Fortunately, CCAs who are members of the NALC can obtain advice and assistance on their claims from their NALC branch officers and their National Business Agents. CCAs and other letter carriers who are not members of the NALC cannot draw on these valuable resources.

Employees who are injured on the job should report the matter promptly to their supervisor and complete and submit the appropriate OWCP claim form. They can obtain these forms from the Postal Service or the NALC website at www.nalc.org.

If an injury is caused by a work factor or event occurring during a single work day or shift, it is considered to be a traumatic injury and the employee should file a CA-1 form. If the injury is caused by work factors that extend over a period of more than one work day, it is considered an occupational disease or illness and the employee should file a CA-2 form.

Employees have the right to initially choose their physician and may select any qualified local physician or hospital to provide necessary treatment. When a claim is accepted,

OWCP pays all medical services and supplies needed for treatment of the injury and reimburses transportation used for obtaining care.

Employees who sustain a job-related traumatic injury (CA-1) generally have a right to continue to receive their regular rate of pay from the Postal Service for periods of disability, not to exceed 45 calendar days. This is called Continuation of Pay (COP). The employee, however, must use his or her own sick leave, annual leave, or leave without pay for the first three days of disability. If the disability exceeds 14 days, this leave can later be converted to COP. The Postal Service does not pay COP if the disability results from an occupational disease (CA-2). In cases of disability due to occupational disease and in cases of traumatic injury (CA-1) that extend beyond the 45 day COP period, employees have a right to wage-loss compensation. Such compensation is paid at 2/3 of the employee's pay rate if the employee has no dependents and at 3/4 of the employee's pay rate if he or she has one or more dependents.

The FECA also provides for the payment of schedule (monetary) awards when the accepted traumatic injury or occupational disease has caused permanent impairment to certain members, functions or organs of the body.

A schedule award is paid when the medical evidence shows that the injured employee has reached maximum medical improvement. Like compensation, it is paid at 2/3 or 3/4 of the employee's rate of pay. Schedule awards may be paid while an employee is working, on paid leave or while receiving an OPM annuity. However, it may not be paid while an employee is receiving wage-loss compensation benefits for the same injury.