

CCA F.A.Q.

v1.2

(Last Updated: 05/15/2016)

This is **NOT** an official document. It was put together by a fellow CCA and includes his thoughts, opinions, as well as facts from the JCAM, MOU's, and other documents.

This includes tips for how to handle management, understanding your rights and benefits, and more. Not everything included in here will work for every CCA.

Table of Contents

- 1) Probation Questions
- 2) Hold Downs/Opting
- 3) Travelling & Mileage Reimbursements
- 4) Days Off
- 5) Going On The Five (5) Day Break
- 6) Work Questions/On-Call

Section 1: Probation Questions

Q1: What is my probation?

A1: Probation for a CCA is for the first Ninety (90) WORKING Days or One Hundred Twenty (120) CALENDER Days from your official hire date. This means, if your hire date is 03/01/2016, then as soon as you work Ninety (90) Days from this date you are out of probation. On average, if you work Six (6) Days a week, you will be out of probation in roughly Fifteen (15) Weeks.

If you are not working a lot, you may have to wait the full One Hundred Twenty (120) Days for your probation to end. I recommend you work as if you're in probation until One Hundred Twenty (120) Days, that way you are safe and do not have to count work days.

Q2: Can I be really be fired for ANYTHING in my probation?

A2: Yes. Management can fire you for quite literally anything in your probation. If they just don't like you, they can manufacture a reason to fire you, they don't have to even give a reason officially. I recommend you do everything management says in your probation to make them happy. Answer your phone on days off, go where they say, smile, do your best, make them like you during your probation.

Section 2: Hold Downs/Opting

Q1: What is a “Hold Down” or an “Opt?”

A1: “Hold Down” or “Opt” refers to when a CCA or Regular Carrier decides they want to do a specific route while it is available. Routes are available for Opts/Hold Down’s when the Regular Carrier on it is not in the office. Reasons can include, but are not limited to, Sick Leave, Annual Leave, a Vacant Route, etc. Any Route that has no assigned Regular for Five (5) or more days is eligible for an Opt/Hold Down. Example: If the Carrier on Route 2 goes on vacation for a week, you can put a Hold Down/Opt on it for the week he/she is gone. Hold Down’s are valid until the Regular returns, they DO NOT end just because the week is over unless the Regular comes back.

Q2: How do I get a “Hold Down/Opt” on a Route?

A2: To get a “Hold Down/Opt” on a Route, you must physically write on a piece of paper that you want the available Route. Example: writing “I wish to Hold Down City Route #7 on April 1st until the Regular returns.” Then sign and date the piece of paper and give it to management and get a copy in return.

The recommended way is to print out a universal “Hold Down/Opt” Form and fill it out and use that. This “Hold Down/Opt” Form can be found in the **APPENDIX** Section at the end of this FAQ and is labelled “**CCA Opting/Hold Down Request**”

Q3: Can Management take away my “Hold Down/Opt” from me?

A3: The answer is Yes and No. Management may take away part or all of your hold down if a Regular Carrier does not have Eight (8) Hours of work. Example: If a Regular Carrier needs 1 hour of work to create Eight (8) hours for him/her, then Management is allowed to take that hour from your route to give to them.

On the other hand, if Management decides they want to send you to another office, they CANNOT take away from your route and then send you to that office and give your route away as Overtime simply because they want you to go to that office to help. If Management does this, you will need to inform the **Union Steward** and file a **Grievance**. This does not apply on SUNDAY or the Route’s Regular Scheduled Day off during each week. During those days, you are not entitled to the Route on a Hold Down, only during the Regular Five (5) Work Days of the week are you entitled to the Hold Down.

Q4: Am I guaranteed anything with my “Hold Down/Opt?”

A4: Sort of. You are entitled to work the ENTIRE ROUTE EVERY NORMALLY SCHEDULED DAY during the Hold Down. Sunday's are always a Scheduled Day Off and Regulars have a Rotating Day Off, so that day and Sunday you can be put on other routes, or sent out to other offices, or simply have the day(s) off and it isn't breaking the Hold Down. If you are taken off the route and sent out of the office during a Normally Scheduled Day, that is a Violation and you must inform your Union Steward and they will file a Grievance.

If you are given the entire route, and you finish the route early for whatever reason, you are NOT entitled to the pay to get to Eight (8) Hours like a Regular is. You are only entitled to all of the route work.

Also, if Management takes from your route to give to Regular's for them to have Eight (8) Hours of work and that is the sole reason for why you didn't get the 40 (Forty) Hours of PAY for the week, the Union will try and argue they could have found you work to make up for the lost hours but it is a harder battle since Management, in that instance, did not violate the contract explicitly.

Q5: When can I put an “Opt” or “Hold Down” in?

A5: CCA's can put an Opt/Hold Down in after SIXTY (60) CALENDER DAYS of being an employee.

Q5: Who gets an Opt/Hold Down first? Is it by Seniority?

A5: CCA's shall be awarded Hold Downs/OPT's based on their RELATIVE STANDING (seniority). Whoever has been there the longest gets their first choice. It is NOT a first-come-first-serve system, that is a Grievance.

Section 3: Travelling & Mileage Reimbursements

Q1: Can Management send me to other offices?

A1: Yes. Management has the ability to send CCA's to other offices within a Fifty (50) Miles radius. Management must follow certain rules when they send CCA's to other offices. If there are multiple CCA's in an office, Management must first ask for volunteers. Absent any volunteers, Management then begins sending out CCA's in Reverse Seniority.

This means whoever has been there the least amount of time gets sent out first. Sometimes Management will use a rotating schedule for sending CCA's out, but the language in M-01827 does NOT mention a rotation in sending out CCA's, therefore the CCA who is the newest can always be sent out. (See M-01827 in MOU's section below)

Q2: What if Management just doesn't like me and sends me out all the time even though I am the most senior CCA?

A2: Then they are violating the contract and you need to inform **Union Steward** and have him/her file a **Grievance**. CCA's are to be sent out in Reverse-Relative Standing (The CCA who's been there the least amount of time) and if they don't, they are violating Memorandum **M-01827** and your **Union Steward** should be made aware so he/she can file a grievance.

Q3: Do I get paid mileage for travelling to other offices?

A3: Yes. CCA's are to be paid mileage for travelling to other offices outside of their home office. But, the way it is determined is based on your distance from your home office and your house. You are paid for every mile travelled, round trip, as long as it exceeds your normal daily travel distance to work. Here is the best way to explain it: Take the distance from YOUR HOUSE to YOUR MAIN POST OFFICE and add up the mileage round trip, this is MILEAGE #1. Then, use Google Maps and find the distance from YOUR MAIN POST OFFICE to the POST OFFICE YOU ARE TRAVELLING TO, this is MILEAGE #2. Now, SUBTRACT MILEAGE #1 from MILEAGE #2 and the REMAINING MILEAGE is the amount you get paid for.

Section 4: Days Off

Q1: When do I get a day off? How much can I work without time off?

A1: CCA's are NOT guaranteed ANY days off. CCA's can work up to 11.5 Hours (12 including lunch) in a Day and 80.5 Hours in a Week, up to Seven (7) Days a week. If you are working over Fourteen (14) Days in a row, contact your **Union Steward** and tell him/her to inform the **NBA** about it and you might be able to get a day off.

Section 5: Going On The Five (5) Day Break

Q1: What is my “Five (5) Day Break?”

A1: CCA’s go on a Five (5) Day Break every 360 Days. CCA’s are only hired for 360 Days at a time, then they are essentially “Fired” for Five (5) Days and will then be appointed to another 360 Day Term. Why? There are many reasons that go back to TE’s and Casual’s back decades ago. What you need to take away from this is every 360 Days you will have Five (5) Days off that you are not paid for.

Q2: I heard if I don’t get a break after 360 Days and I work over 365 Days (1 Year) straight I automatically get converted to Full-Time!

A2: You heard wrong. CCA’s DO NOT get automatically converted if they work past their 360 Day term. It means nothing, you will simply get a break at a later date.

Q3: What if I go on my break before I have been employed 360 Days?

A3: CCA’s are not to be hired for less than 360 Days. Sometimes management will let CCA’s go on their break early, this happens for various reasons, including if it benefits the CCA or management, etc. Technically, CCA’s are not to be appointed for less than 360 Days, and a **Grievance** should be filed if you are let go before you have worked your 360 Days.

Q4: What happens to my Annual Leave when I go on break?

A4: Your Annual Leave will be paid out at your current hourly pay rate on your **FIRST CHECK** upon return after the Five (5) Day Break. It is taxed at the highest rate separately, so you will notice the amount of tax taken out of the Annual Leave payout is a lot unfortunately.

Q5: Will I come back after my Five (5) Day break? Does Management have to bring me back?

A5: CCA's are automatically brought back after their Five (5) Day break, EXCEPT in limited circumstances. If Management determines there is not enough work for all of the CCA's, they can decide to not bring back the most junior CCA after their break. Example: If there are Three (3) CCA's in your office, and the CCA who has been there the least amount of time goes on their Five (5) Day break, Management can decide NOT to bring that CCA back if they feel there is not enough work to justify that CCA being hired.

That CCA has certain rights still. If Management decides to hire new CCA's because the work situation has changed, that CCA has to be rehired BEFORE any other new CCA's can be hired.

If you are the most Senior CCA, meaning you have been there the longest, Management will have to fire every other CCA before they can decide not to bring you back due to lack of work.

Q6: What if Management doesn't like me? Can they decide to fire me during my break even if I am the most senior CCA?

A6: If you go on your break and you have had no discipline on record, Management cannot get away with firing you by citing "discipline" as a reason. Even if you do have some discipline on file, it is still not something they can easily get away with. If this happens, the **Union** needs to be made aware and a **Grievance** filed because it will not hold up to a **Grievance**. Management cannot just decide to cite "discipline" as the reason to not bring back a CCA with no just cause.

Q7: I can't log in to Liteblue anymore! What happened to my Direct Deposit?

A7: When a CCA goes on their Five (5) Day break, they lose access to LiteBlue login. This access will come back after a few days to a week after you come back from break. You will have the same login and password. If you had Direct Deposit or any Allotments setup, you will have to re-setup those because they will be cancelled. Your first paycheck upon return will be paper.

Q8: Do I have a Second Probation after my Five (5) Day Break?

A8: No. There is no additional probation while you are a CCA, just the initial 90/120 Probation you went through the first time.

Section 6: Work Questions/On-Call

Q1: Are CCA's On-Call? Do I have to wait for a call in the morning or call in and check if there is work for me?

A1: NO! CCA'S ARE NOT ON-CALL EVER. If your manager says you are then he/she is a liar! If they try and tell you to wait by your phone for a call/text, or if they say to call in the morning for work, or anything else like this, they are WRONG and you DO NOT HAVE TO DO THAT. You are either SCHEDULED or you are NOT SCHEDULED. If you wish to be ON-CALL, it is YOUR DECISION. If you want to work, answer the phone if they call. If you do not want to work when you are not scheduled, then DO NOT answer the phone. DISCIPLINE WILL NOT STAND if they issue it for not answering your phone, so do not worry.

Q1: What other documents should I look at to inform myself?

A1: All CCA's should read **M-01870** which is included at the bottom. It is known as the CCA Q & A and it has great answers to more questions.

Appendix Section

This is the Appendix Section. Below you will find all of the forms, grievances, and other items to use for contract enforcement.

(Date)

CCA Opting / Hold Down Request

I, _____ would like to put a Hold Down on Route #: _____
(Print Name)

The Hold Down is to begin: _____
(Date)

The Hold Down will end when the Regular Assigned Carrier returns.

Respectfully Submitted by:

(Signature)

Management: _____ Date: _____
(Signature)

Union Steward: _____ Date: _____
(Signature)

Memorandum's of Understanding (MOU)

This section is dedicated to the Memorandum's of Understanding (MOU) created by the USPS and NALC.

MOU's are agreements made by the Union and Management. They cover many aspects of work.

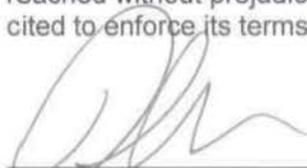
**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO**

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

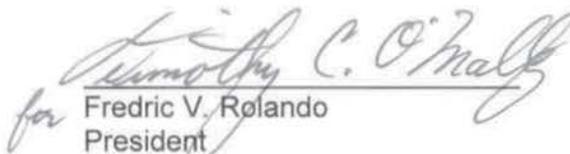
The parties agree to the following regarding the temporary assignment of city carrier assistants (CCAs) outside their employing post office (installation) to another post office (installation):

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

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



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



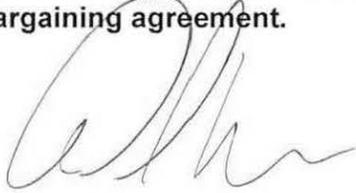
for Fredric V. Rolando
President
National Association of Letter
Carriers, AFL-CIO

Date 12/5/2013

March 16, 2016

**Questions and Answers
2011 USPS/NALC National Agreement**

The attached jointly-developed document provides the mutual understanding of the national parties on issues related to the 2011 USPS/NALC National Agreement. It is separated in two sections: the first concerning city carrier assistants (CCAs) and the second section addresses other contractual provisions. This document fully replaces the March 6, 2014, Questions and Answers, 2011 USPS/NALC National Agreement. New questions and responses are identified by underscoring. This document may be updated if agreement is reached on additional matters concerning the new collective bargaining agreement.



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



Brian L. Renfroe
Director of City Delivery
National Association of
Letter Carriers, AFL-CIO

**City Carrier Assistants
Joint Questions and Answers**

1. What is the last date that transitional employees may be on the rolls?

April 10, 2013.

2. How will the provisions of Article 7.1.C be monitored for compliance?

The CCA caps will be monitored at the national level. The Postal Service will provide the national union with a report every other pay period that lists, by District, the number and type of CCA (Article 7.1.C.1 and 7.1.C.2) and the number of full-time regular city letter carriers. Any dispute over compliance with the CCA caps will be addressed at the national level.

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

Yes.

4. In determining CCA caps is the number of CCAs "rounded" for percentage purposes?

No. Under Article 7.1.C.1 of the 2011 USPS/NALC National Agreement the number of CCAs shall not exceed 15% of the total number of full-time career city letter carriers in each District. Regarding the 8,000 CCAs employed under Article 7.1.C.2, the number in an individual District can be no more than 8% of the full-time career city letter carriers in that District.

5. Are CCAs employed under Article 7.1.C.2 limited to sites directly affected by "fundamental changes in the business environment"?

No. However, the number of this type of CCA that may be employed is limited to 8,000 nationwide and no more than 8% of the number of full-time career city letter carriers in a District.

6. What are the occupational codes and designation activity codes for CCAs?

CCA occupational codes are as follows: CCAs employed under Article 7.1.C.1 of the National Agreement are either 2310-0045 (City Carrier Assistant 1, CC-01) or 2310-0047 (City Carrier Assistant Tech 1, CC-02). CCAs employed under Article 7.1.C.2 of the National Agreement are either 2310-0046 (City Carrier Assistant 2, CC-01) or 2310-0048 (City Carrier Assistant Tech 2, CC-02). The designation activity code for all city carrier assistants is 84-4.

7. Can city letter carrier transitional employees apply for CCA vacancies in installations other than their employing office?

Yes.

8. Which score is used if a city letter carrier transitional employee with an active test score retakes the exam?

The most recent test score is used.

9. What is a passing score on the postal exam?

70.

10. How long does a previous test score remain active for non-career employees?

6 Years.

11. Will reinstatement-eligible former career employees and veterans eligible for direct career appointment under VRA or because of their 30 percent or higher disability status be eligible for noncompetitive consideration for CCA employment?

Yes.

12. Does the five-day break between CCA 360-day appointments refer to five calendar or work days?

Five calendar days.

13. May a CCA employed under Article 7.1.C.1 or Article 7.1.C.2 be appointed to a term of less than 360 days?

No. The only exception is when a transitional employee is hired as a CCA after a one day break during implementation of the 2011 National Agreement. In such case, the total period between the beginning of the transitional employee appointment and the end of the initial CCA appointment is 360 calendar days.

14. Can a transitional employee turn down an offer to be hired as a CCA in one installation and remain eligible to be hired as a CCA in a different installation?

Yes, provided the employee applied for a position in the other installation(s).

15. May CCAs hold dual appointments?

No.

16. Must a CCA go through the normal pre-employment screening process (i.e. drug screen, background check, medical assessment, motor vehicle record check, etc.) when reappointed or hired immediately after a transitional employee appointment?

No.

17. May CCAs who have an on the job illness or injury be assigned to work in other crafts?

Only if the assignment to another craft is consistent with Section 546 of the Employee and Labor Relations Manual and relevant Department of Labor regulations.

18. If a transitional employee is deployed to active duty in the military during the period of testing, will he/she have the opportunity to be hired as a CCA upon return from active duty?

Yes, consistent with applicable laws and regulations.

19. Does the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) apply to CCAs?

Yes.

20. How are CCAs considered when applying the Letter Carrier Paragraph?

CCAs are considered as auxiliary assistance. Accordingly, management must seek to use CCAs at either the straight-time or regular overtime rate prior to requiring letter carriers not on the overtime desired list or work assignment list to work overtime on their own route on a regularly scheduled day.

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

Yes, CCAs are covered by Section 432.32 of the Employee and Labor Relations Manual, which states: *Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the PMG (or designee), employees may not be required to work more than 12 hours in 1 service day. In addition, the total hours of daily service, including scheduled work hours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours. Postmasters, Postal Inspectors, and exempt employees are excluded from these provisions.*

22. Do CCAs receive Night Differential or Sunday Premium?

CCAs receive Night Differential as defined in Article 8.7 of the National Agreement. CCAs do not receive Sunday Premium.

23. Do CCAs have a work hour guarantee?

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

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

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

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

No.

26. With regard to scheduling holiday work, are full-time employees who are scheduled after the Tuesday deadline to replace a properly scheduled city carrier assistant employee who calls in sick or is otherwise unable to work eligible for holiday scheduling premium?

Yes.

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

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

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

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

29. After a CCA becomes a career employee does he/she serve a lock-in period for transfers as defined by the Memorandum of Understanding, *Re: Transfers*?

Yes.

30. May CCAs carry over leave from one appointment to another?

No. Currently any accrued annual leave is paid out at the end of a 360-day term. However, the national parties will explore appropriate options regarding current policies for paying terminal leave to CCAs.

31. Do separated transitional employees receive payment for accrued annual leave?

Yes, all transitional employees will receive terminal leave payment at the end of their appointment, including transitional employees who directly (after a one day

break) receive CCA appointments. Payment will be at the transitional employee rate effective under the 2006 National Agreement.

32. Do CCAs that are converted to career status carry their annual leave balance over when hired?

No. Currently, CCAs receive a terminal leave payment for any leave balance at the end of the CCA appointment.

33. Are CCAs covered by the Memorandum of Understanding, *Re: Bereavement Leave*?

Yes, however, CCAs do not earn sick leave and therefore may only request annual leave or leave without pay for bereavement purposes.

34. Do leave provisions outlined in Article 10 of the National Agreement apply to CCAs?

No. Leave provisions for CCA employees are addressed on pages 18-19 of the January 10, 2013 Interest Arbitration Award (Das).

35. Does Article 30 of the National Agreement apply to CCAs?

No, except as provided in the Memorandum of Understanding, *Re: City Carrier Assistant (CCA) Leave*, on page 23 of the January 10, 2013 Interest Arbitration Award (Das).

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

Yes, except in the following circumstances:

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

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

A CCA who has completed 90 work or 120 calendar days of employment within the immediate preceding six months has access to the grievance procedure if disciplined or removed. A CCA who has previously satisfied the 90/120 day requirement either as a CCA or transitional employee (with an appointment made after September 29, 2007), will have access to the grievance procedure without regard to length of service as a CCA.

38. Do the parties apply the deferral rule for CCA removal actions?

Removal actions, subject to the thirty day notification period in Article 16.5 of the National Agreement, will be deferred until after the Step B decision has been rendered, or fourteen days after the appeal is received at Step B, whichever comes first, except for those removals involving allegations of crime, violence, or intoxication or cases where retaining the employee on duty may result in damage to postal property, loss of mails, or funds, or where the employee may be injurious to self or others. This requirement cannot extend a 360-day appointment period.

39. Can CCAs be immediately placed in an off-duty status under the circumstances covered by Article 16.7?

Yes. If the CCA completed the requisite period identified in Item 37, the requirements regarding notice, justification and the employee's ability to protest such action would be the same as that for career employees under Article 16.7.

40. Can a CCA serve as a union steward?

Yes.

41. Will the union be allowed to address newly hired CCAs as part of the orientation process?

Yes. The provisions of Article 17.6 of the National Agreement apply to CCAs. Accordingly, the union is to be provided ample opportunity to address all newly hired CCAs as part of the hiring process.

42. Is the union provided an opportunity to discuss health insurance, pursuant to Article 17.6, when a CCA becomes a career employee?

Yes, the union will be provided time to address the NALC Health Benefit Plans that are available to career employees.

43. Do former transitional employees go through the full orientation process when hired as CCAs?

Only if the employee was not provided orientation when hired as a transitional employee. However, the union will be provided time, as defined in Article 17.6 of the National Agreement to address those CCAs that went through the full orientation process as transitional employees.

44. If a current transitional employee is a member of the union and they are hired as a CCA do they have to execute a new Form 1187 to remain a member of the union?

No.

45. Are CCAs allowed to participate in the Federal Employees Health Benefits Program?

The following applies until health benefits plan year 2014. After an initial appointment for a 360-day term and upon reappointment to another 360-day term, any eligible noncareer CCA who wants to pay health care premiums to participate in the Federal Employees Health Benefits (FEHB) Program on a pre-tax basis will be required to make an election to do so in accordance with applicable procedures. A previous appointment as a transitional employee will count toward qualifying for participation in FEHB, in accordance with the Office of Personnel Management (OPM) regulations. The total cost of health insurance is the responsibility of the noncareer CCA. Health benefits available for CCAs beginning with health plan year 2014 are addressed at page 20 of the January 10, 2013 Interest Arbitration Award (Das).

46. To qualify for the Federal Employees Health Benefits Program must a CCA serve the entire 360-day initial appointment before a second 360-day appointment?

To qualify for the Federal Employees Health Benefits Program, CCAs must first have completed one full year (365 days) of current continuous employment, including breaks of five days or less, regardless of when the five-day break occurs.

47. Do the provisions of Article 21.5 (Health Benefit Brochures) apply when a CCA becomes a career employee?

Yes.

48. Are CCAs entitled to higher level pay under Article 25 of the National Agreement?

No.

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

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

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

Upon completion of 90 work days or 120 calendar days of employment as a CCA, whichever comes first. CCAs who have previously satisfied the 90/120 day requirement as a transitional employee (with an appointment made after

September 29, 2007), become eligible for a uniform allowance when they begin their first CCA appointment.

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

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

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

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

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

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

54. How are uniform items purchased?

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

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

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

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

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

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

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

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

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

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

Yes.

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

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

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

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

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

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

1) Applicants who claim 10-point preference based on a compensable military service-connected disability of 10 percent or more are arranged at the top of

the relative standing list in descending order of final numerical rating in this group.

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

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

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

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

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

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

Yes.

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

No.

66. How is relative standing determined for a CCA who is employed in an installation, then permanently moves to a different installation and then is subsequently reemployed in the original installation?

Relative standing in this situation is based on the date the employee is reemployed in the original installation and is augmented by time served as a city letter carrier transitional employee for appointments made after September 29, 2007 (in any installation).

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

Placement on the seniority list is determined by the following:

- If two or more full-time career assignments in an individual installation are filled on the same date by only CCAs, placement on the career city letter**

carrier craft seniority list will be determined based on the relative standing in the installation.

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

68. Will CCAs be allowed to opt on (hold-down) vacant duty assignments?

Yes, after April 10, 2013.

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

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

70. Is there a difference in the application of opting (hold-down) rules between part-time flexible city carriers and CCAs?

No.

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

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

72. What is the pecking order for awarding hold-down assignments?

Hold-down assignments are awarded to eligible career letter carriers by highest to lowest seniority first and then to eligible CCAs by highest to lowest relative standing in the installation.

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

No.

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

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

75. Will CCAs be offered part-time regular city carrier vacancies?

While there is no prohibition against a CCA requesting a part-time regular vacancy, the Postal Service is under no obligation to offer or place a CCA into such vacancy.

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

The part-time flexible employees are converted to full-time regular prior to offering conversion to CCAs.

77. When there is a career conversion opportunity for a CCA, how are CCA employees converted?

CCAs are offered conversion opportunities to full-time regular on a highest to lowest relative standing order basis within an installation.

78. May a CCA decline an opportunity for conversion to full-time regular?

Yes, rejection of a conversion offer does not impact the employee's relative standing as a CCA.

79. Will CCAs attend the carrier academy?

Newly hired CCAs in Districts that use the carrier academy program will attend the training.

80. Will transitional employees hired as CCAs attend the carrier academy?

If the transitional employee did not previously attend the carrier academy and the District uses the carrier academy program, the employee will attend the training.

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

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

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

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

83. Will CCAs be assigned a Postal Service Employee Identification Number (EIN) and Personal Identification Number (PIN)?

Yes.

**Other Provisions
Joint Questions and Answers**

1. The Memorandum of Understanding, *Re: Part-Time Regular City Letter Carriers*, establishes a cap on city letter carrier part-time regular employees as the number employed on the effective date of the 2011 National Agreement. What is the cap?

682.

2. Is the limit of 682 part-time regular employees a national cap or is it limited to locations that employed part-time regular city letter carriers on the effective date of the 2011 National Agreement?

It is a national cap.

3. Under the terms of the August 30, 2013, Memorandum of Understanding, *Re: Residual Vacancies - City Letter Carrier Craft*, may part-time regular city letter carriers request reassignment to full-time residual vacancies?

Yes, part-time regular city letter carriers are considered in the same manner as transfer/reassignment requests from full-time city letter carriers.

4. How will the provisions of Article 7.3.A be monitored for compliance?

The Postal Service will provide the national union with a report every other pay period that lists the number of full-time city letter carrier routes defined in Article 41.1.A by category, the number of Carrier Technician positions, and total number of full-time city letter carriers.

5. How is the Article 7.3.A ratio of full-time regular city letter carriers per route determined?

The ratio is determined based on the number of full-time city letter carrier routes nationwide.

6. Will the part-time flexible employee classification be phased out?

Yes, as part-time flexible (PTF) employees are converted to full-time in accordance with existing contractual processes, the PTF classification shall be phased out. There shall be no new hiring of PTF employees.

7. When will the change to the annual uniform allowance be implemented for career city letter carriers?

It is anticipated that the change will be effective in April 2013.

8. How are breaks provided for part-time flexible employees (PTFs) who work less than eight hours on a particular day?

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