March 6, 2014

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 May 22, 2013, Questions and Answers, 2011 USPS/NALC National Agreement. New questions and responses are identified by underscoring. This document may be updated if agreement is reached on additional matters concerning the new collective bargaining agreement.

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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.

 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. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.