

# New Questions and Answers on city carrier assistants



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**O**n March 15, the national parties updated the Questions and Answers, 2011 USPS/NALC National Agreement with a new jointly developed document, numbered M-01870 in the Materials Reference System (MRS). M-01870 may be found on the NALC website in the MRS located under the “Workplace Resources” tab.

As with the three previously developed sets of questions and answers, M-01870 provides the mutual understanding of the national parties on issues related to the 2011 USPS/NALC National Agreement. This document fully replaces the March 6, 2014, Questions and Answers, 2011 USPS/NALC National

Agreement (M-01833). It is separated into two sections: the first concerning city carrier assistants (CCAs) and the second section addressing other contractual provisions.

The document contains several new questions and responses. All of the previous questions and answers from M-01833 are included in M-01870; however, the previous question numbers may have changed. They are arranged in the order in which related articles of the National Agreement appear. Each addition and change are identified by underscoring in M-01870 and are explained in detail below.

**Question 26 is new and is in reference to language** found on page 11-4 of the *2014 Joint Contract Administration Manual (JCAM)* regarding whether full-time employees are eligible for holiday scheduling premium when scheduled after the Tuesday deadline to replace properly scheduled employees who call in sick or are otherwise unable to work. This new question addresses the situation when a full-time employee is replacing a properly scheduled CCA who is unable to work. It reads:

**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.

**Question 38, also a new addition, references the deferral** period for removal actions outlined in the MOU Re: Article 15 – Dispute Resolution Process, found on page 15-21 of the *JCAM*. According to that MOU, removal actions, subject to the 30-day notification period in Article 16.5 of the National Agreement, will be deferred until after the Step B

decision has been rendered, or 14 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 question and response applies that same concept to CCAs and reads as follows:

**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.

**Article 16.7 of the National Agreement outlines situations** in which employees may be immediately placed on an off-duty status (without pay) by the Postal Service. Question 39 makes clear that CCAs are afforded the same contractual protections and grievance rights as career employees in this regard. It reads:

**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.

**Question 81 addresses the issue of breaks for CCAs** when they work less than eight hours in a day and reads as follows:

**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 more than six hours.

**Question 8 in the Other Provisions section of M-01870** applies this same concept to part-time flexible letter carriers.

**The final new addition, Question 62 of the Questions and Answers, 2011 USPS/NALC National Agreement (M-01870),** addresses the issue of determining relative standing when more than one CCA is hired on the same day. For a detailed and thorough explanation of this topic, refer to the Contract Talk in this month’s *Postal Record* on page 37.