

cally canceled if replacements are required for absent detailed employees.

Long term shall mean an employee has been on an assignment or detail to the higher level position for a period of 30 consecutive workdays or longer at the time leave is taken and such assignment or detail to the higher level position is resumed upon return to work.

Terminal leave payments resulting from death will be paid at the higher level for all employees who are assigned or detailed to higher level assignments on their last workday.

ARTICLE 26

UNIFORMS AND WORK CLOTHES

Section 1. Uniform Control Committee

The parties agree that the National Joint Labor-Management Uniform Control Committee shall be continued.

The Committee shall be composed of a representative of the Union and a representative of the Employer. The Chair of the Committee shall alternate each meeting between the Union and the Postal Service.

The Committee shall meet at least once each three months and at such other times as may be necessary or as requested by either of the parties.

The Committee shall have jurisdiction to consider the matters set out below and all non-cost matters pertaining to the Uniform Allowance Program, including but not limited to, the uniform items or work clothes items for which allowances are applicable; the design, color, quality and fabrics of authorized reimbursable items.

All employees who are required to wear uniforms or work clothes shall be furnished uniforms or work clothes or shall be reimbursed for purchases of authorized items from duly licensed vendors.

The current administration of the Uniform and Work Clothes Program shall be continued unless otherwise changed by this

Agreement or by the Employer based on recommendations of the Committee.

“Wear-out” periods for uniform items being changed or replaced shall be determined by the Committee and appropriate recommendations made after giving full consideration to the type of changes being made, the economic effect upon the employees involved for replacement, and the overall appearance of the uniform.

The Committee shall establish its own rules of procedure. Recommendations of the Committee shall be addressed to the Postmaster General or designee.

Section 2. Annual Allowance

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

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

Effective May 21, **2022** the annual allowance for all eligible employees shall be increased from **\$487.00** per annum to **\$499.00** per annum. The increase shall become effective on the employee’s anniversary date.

B. A newly eligible employee entering the reimbursable uniform program will receive an additional credit to the employee’s allowance as follows:

Effective May 21, **2021** - **\$113.00** if entitled to **\$487.00** per annum.

Effective May 21, **2022** - **\$116.00** if entitled to **\$499.00** per annum.

An eligible employee cannot receive this additional credit more than once; however, the current procedures regarding employees transferring from one allowance category to another shall be continued.

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About

935 Uniform and Work Clothes Allowances

935.1 When Allowances Take Effect

935.11 Anniversary Date

Allowances take effect on the earliest date an employee is required to wear the uniform following completion of the 90-day probationary period. This date is known as the employee's anniversary date.

935.12 Transfers

When employees who have been receiving allowances in one uniformed category transfer or are reappointed to a different uniformed category within the allowance year, they start a new anniversary date, provided they are eligible in the new category on the date of assignment (see 935.251).

935.2 Adjustment for Certain Absences During Allowance Year

935.21 Absences From Uniform Category of 90 Days to 1 Year

935.211 Policy

Employees temporarily assigned to light duty assignments, OWCP absences, extended sick leave, or higher level detail for a period of 89 days or more that does not require wearing a uniform have their uniform allowance suspended for the time they are on this assignment. When such is the case, the following provisions apply:

- A request for a personnel action to terminate the uniform allowance is submitted to the personnel office. The personnel office generates PS Form 50, *Notification of Personnel Action*, using Nature of Action (NOA) 903, Uniform Certification/Disallowance, to document the termination of allowance. (See Handbook EL-301, *Guidelines for Processing Personnel Actions*, for PS Form 50 processing instructions.)
- Invoices showing purchase dates during the time an employee is in a nonuniform category may not be accepted for payment.
- If the detail is terminated in less than a year after the last anniversary date, the allowance is redetermined by the postmaster as described in 935.23, and the employee retains the former anniversary date.

935.212 Suspension Instructions

A statement is inserted on the PS Form 50, NOA 903, Uniform Certification/Disallowance, that the uniform allowance is suspended for the period of the detail. When the detail is terminated and the employee is reassigned to a position that makes him or her again eligible for a uniform allowance, if the employee's eligibility has been suspended for one year or more, a new PS Form 50, NOA 903, establishing the employee's eligibility is prepared. If the suspension is for less than a year, a PS Form 8006, *Uniform Allowance Code Sheet (For Regular, Contract, or Work Clothes Program)*, must be completed and submitted to the St. Louis ASC.

935.22 Absences From Uniform Category Exceeding 1 Year

Employees on LWOP in excess of a year, or absent on military duty in excess of a year, who were eligible for uniform allowances immediately prior to their absence receive a new anniversary date for uniform allowances directly on return to a duty and pay status in a uniformed category. Other employees separated from a uniform category for periods in excess of 1 year are regarded as new employees and, therefore, entitled to the first-year allowances when reassigned to a uniform category.

935.23 Absences From Duty While in Uniform Category

An employee on LWOP, OWCP absence, extended sick leave, higher level detail, or military LWOP not in excess of 89 calendar days during a year of eligibility receives full allowance if otherwise eligible. If such leave exceeds 89 calendar days (not necessarily consecutive, but accumulative) during any uniform allowance year, the maximum allowance is reduced 10 percent for the 90 calendar days of LWOP and 10 percent for each full 30 calendar days of accumulative leave beyond the 90-day period. Recovery of earlier grants of allowance is not required, however, in achieving this reduction.

935.24 Reappointments

Eligible employees who are separated from a uniformed category and are later reappointed to a position in the same category within 1 year of their last anniversary date have their allowance redetermined as outlined in 935.23 and retain the former anniversary date.

935.25 Adjustment for Employees Who Transfer Crafts

935.251 Change to Another Uniform Category

An employee who has been receiving an annual allowance and later transfers to another uniformed category receives the allowance for newly eligible employees in that category. Any balance of the previous annual allowance is liquidated by the St. Louis ASC, and a new card is issued with the new allowance.

935.252 Transfer or Separation In Excess of 1 Year

An employee who transfers or separates from a uniformed category for a period exceeding 1 year and later returns to duty in a uniformed category is regarded as a newly eligible employee. The employee receives the increased first-year allowance.

935.26 Notification to Employee and Accounting Service Center

935.261 Determination of Eligibility

When an employee's eligibility for a uniform allowance is uncertain, the installation head makes the decision. An employee is to be notified as soon as possible when his uniform status has changed.

935.262 Change in Eligibility

A change in assignment or eligibility that requires no other type of concurrent personnel action, but that changes eligibility for the uniform allowance, is recorded on PS Form 50 using NOA 902, Uniform Certification/Disallowance. The form indicates the employee has either become or is no longer eligible for the uniform allowance. The postmaster notifies the personnel office whether the employee is newly eligible for a uniform allowance and is entitled to the additional first-year allowance (see 935.25). The personnel office generates a PS Form 50 notifying the employee of his or her eligibility for the uniform allowance. A Form 8006 must be completed and submitted to the St. Louis ASC.

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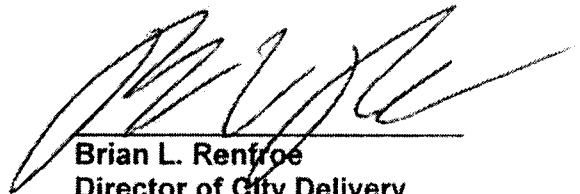
March 16, 2016

**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.



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**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.



930 Work Clothes and Uniforms

931 Uniforms

931.1 Entitlement and Allowances

931.11 Entitlement

Certain employees must wear prescribed uniforms in performing their duties. These employees are entitled to the following:

- a. A uniform allowance to purchase authorized uniform items; or
- b. To be provided uniforms that meet Postal Service specifications.

931.12 Allowances

The annual allowance authorized to each employee covered by a collective bargaining agreement is determined by the terms of that agreement. Allowances for other employees are set as a matter of policy.

931.13 Types of Clothing

The following standards apply:

- a. The Uniform Program consists of a number of types of clothing developed for various positions. The type of uniform depends on the following for the position:
 1. Level of visibility to the public.
 2. Type of work normally performed.
 3. Physical environment in which the employee normally works.
- b. The types of uniforms include the following categories grouped by position:
 1. Type 1:
 - a. City letter carriers.
 - b. Clerk/special delivery messengers.
 - c. Clerks performing city letter carrier duties.
 - d. Motor vehicle operators.
 - e. Tractor-trailer operators.
 - f. New work PVS PSEs motor vehicle operators and tractor-trailer operators.
 - g. Driving instructors and examiners.
 - h. Letterbox mechanics.
 - i. Ramp clerks and transfer clerks.
 - j. AMF performing ramp clerk duties.
 - k. Area maintenance technicians/specialists.
 - l. Maintenance mechanics working as letterbox mechanics (see [932.11h](#)).
 - m. Passenger elevator operators, and elevator starters.
 2. Type 2: Employees assigned to retail operations.
 3. Type 3:
 - a. Vehicle maintenance.
 - b. Custodial maintenance.
 - c. Mail handlers.
 - d. BMEU.
 - e. Clerical employees eligible under [932.12](#) and [932.13](#).
 4. Type 4: Security force police officers.
 5. Type 5: Bargaining unit and nonbargaining unit medical personnel.
 6. Type 6: Supervisors.
- c. The criteria are different for each type of uniform. Also, the procedures necessary to establish or terminate an employee are different in each category. Installation heads must familiarize themselves with the criteria established for each type so that certifications are made under the correct program.

931.2 Purpose and Scope

931.21 Uniforms

Uniforms are provided to certain employees for the following reasons:

- a. To provide immediate visual identification with the Postal Service to the public.
- b. To project an appearance to the public that is neat, professional, and pleasing.
- c. To help develop in the employee a feeling of esprit de corps.
- d. To meet standard professional practices (doctors, nurses, etc.).

931.22 Work Clothes

Work clothes are provided to certain employees:

- a. Who perform dirty work or work with toxic materials.
- b. When it is important that they be recognized and identified with the Postal Service, work clothes are provided for employees who work in public view.
- c. To certain full-time employees working full time in areas where work clothing is essential.

931.23 Personal Appearance

Supervisors are responsible for continually observing the uniforms of employees and taking appropriate corrective action, when necessary, to ensure employees are properly attired.

931.24 Administration of Uniform Policy

Items of uniform dress are listed in 933.1 through 933.6. These lists include all items to which allowances are applicable, that employees in these categories may be required to wear under various circumstances (see 936.14). The lists do not mean that every employee is required to acquire and wear every one of the items at some time during service in the category. On the contrary, the list for each of several categories contains a number of items that some employees in a particular category may never need to wear. It is the intent of these regulations that appropriate items for wear in matters of this kind be determined at the installations, in accordance with collective bargaining agreements and Postal Service policy.

931.25 Responsibility of Installation Heads

Installation heads:

- a. Post a list of uniform items authorized for the installation. The list indicates those items that are required and those that are optional to the employee.

- b. Enforce all uniform allowance regulations and prevents abuses.
- c. Make all rules and regulations governing uniform clothing and accessory purchases readily accessible to all employees and vendors.

931.26 Responsibility of Employees**931.261 Appearance**

Postal employees are responsible for being adequately and properly dressed for duty. They are expected to maintain high standards of appearance, representing to the public the best tradition of service and efficiency while performing their official duties. Uniform garments should be properly fitted and maintained in a clean, neat, and serviceable condition. Jeans, shorts, sleeveless tops, T-shirts, sweats, spandex, etc., are not appropriate attire for employees working at a retail counter. This list is not meant to be exhaustive.

931.262 Conforming With Regulations

Uniformed employees are responsible for conforming with all uniform regulations.

931.263 When to Wear Uniforms

Uniforms are worn as follows:

- a. *General.* A uniform is worn only while the employee is on duty, in connection with approved activities directly related to postal employment.
- b. *Special Authorization.* Postmasters may authorize wearing postal uniforms for activities in which the Postal Service participates, or which it sponsors, where identification with the Postal Service is beneficial to the Service, and while the employee is traveling directly to and from work.
- c. *Restrictions.* In no other case may the postal employee's uniform, or any part of it that identifies the garment or wearer with the Postal Service, be worn in nonpostal employment or activities.

931.264 Postal Service Emblem

The Postal Service emblem may not be worn except by uniformed postal employees as part of the prescribed uniform except in the following circumstances:

- a. Postmasters and other installation heads may permit the voluntary wearing of the Postal Service emblems by a postal employee who has daily personal contact with the public, but who is not required to wear a uniform.
- b. In all other situations, specific authorization is obtained through administrative channels from Labor Relations.

931.27 Employee Acting as Agent

No postal employee may act as agent, directly or indirectly, for any individual or firm engaged in the manufacture or sale of postal employees' uniform items.

931.28 Payment for Fabric

Payment is made for piece goods purchased for use in home sewing of items of uniform apparel authorized for the employee's craft. Reimbursement to the vendor is made in accordance with 936.5. Note the following:

- a. Payment is not made for purchases of piece goods for home sewing of any item that is not an authorized uniform garment for the craft concerned.
- b. Fabric must meet specifications in 932.3.

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130 Personnel Records and Files

131 Official Personnel Folders (OPFs)

131.1 Establishing OPFs

131.11 General. An OPF must be established and maintained for each employee regardless of appointment type or duration. The OPF contains documents that reflect or have a bearing on the employee's official status, salary, benefits, and service or work performance and documents that are significant in the employee's career history.

131.12 New Employees with No Previous Federal Civilian or Postal Service. To establish the OPF, use Form 66, *Official Personnel Folder*, and prepare the tab with the following three items of identifying information: the employee's name (last name first), date of birth (by month, day and year), and Social Security number (typed under and in line with the employee's last name).

DOE, John A. 06-15-59
SSN 123-45-6789

131.13 Former Federal or Postal Employees

131.131 Obtaining the OPF. Obtain OPFs for employees who are moving from employment in another federal agency or postal installation and for employees with prior federal or Postal Service as follows:

a. If employee worked in another federal agency within the past 90 days, request the folder directly from the agency by letter. Before the OPF is received, use SF 75, *Request for Preliminary Employment Data*, to obtain information necessary to complete the Form 50. Normally the losing agency retains the OPF until the gaining postal installation provides a copy of the accession Form 50. At that time, the separation Form 50 is cut, ensuring no break in service. The OPF is then forwarded to the gaining postal installation.

b. If employee worked in another postal installation within the past 90 days, request the folder directly from the postal installation. Normally this will occur prior to preparation of Form 50. There is no requirement that the gaining office forward a copy of the accession personnel action to the losing office prior to release of the OPF.

c. If employee has been separated from federal or Postal Service longer than 90 days, request the folder from the National Personnel Records Center (Civilian), General Services Administration, 111 Winnebago Street, St. Louis, MO 63118-4199. Submit request in duplicate on SF 127, *Request for Official Personnel Folder (Separated Employee)*. Specify agency and dates of previous employment. For former employees of the FBI, CIA, and District of Columbia, request a transcript of service and leave balance in lieu of an OPF by writing to the following addresses:

FBI	Director, Federal Bureau of Investigation Washington, DC 20535-0001
CIA	Director of Personnel Central Intelligence Agency Washington, DC 20505-0001
D.C.	Director of Personnel District of Columbia 499 Pennsylvania Avenue Washington, DC 20001-2112

131.132 Purging OPFs of Former Federal or Postal Employees. Upon receipt by the gaining office of an OPF from another office or agency for a new employee, the OPF must be reviewed and purged in accordance with 131.3.



Uniform Allowance Code Sheet

(For Regular, Contract, or Work Clothes Program)

Note: See ELM 930 for Uniform Requirements, Regular Uniform Program, or to make changes to any of the programs. PS Form 50 must be attached.

Installation Name	Prepared By (Name and Address)	Phone Number	Date
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Item	Field Length	Changes
Authorized Allowance	5	
Social Security Number	9	
Employee Name	16	
Finance Number	6	
Pay Location	3	
Designation	2	
Activity Code	1	
Anniversary Date	6	

- ☐ Clerk performing duty as carrier ☐ Nurse ☐ Absence from duty for over 89 days, including LWOP
(Dates: _____ to _____)
- ☐ Other (Specify): _____

Action Requested

☐ Add Employee to:	☐ Change Employee to:	☐ Terminate Employee from:
☐ Regular Uniform Program	☐ Regular Uniform Program	☐ Regular Uniform Program
☐ Contract Uniform Program	☐ Contract Uniform Program	☐ Contract Uniform Program
☐ Work Clothes Program	☐ Work Clothes Program	☐ Work Clothes Program

Effective Date of Change or Termination

Remarks

Note: For new employees send form to your District Human Resources.

For Change Action send form to: UNIFORM ALLOWANCE SECTION
ST LOUIS ASC
PO BOX 80106
ST LOUIS MO 63180-0106

Please do not fax or email this form to the St. Louis ASC.

take the seniority for preferred tours and assignments, whichever is the lesser of (a) one day junior to the junior full-time regular employee in the craft or occupational group, (b) retain the seniority the employee had in the employee's former craft.

B. A part-time flexible employee who is permanently assigned to a full-time regular or part-time flexible assignment in another craft, under the provisions of this Article, shall begin a new period of seniority. If assigned as a part-time flexible, it shall be at the foot of the part-time flexible roll.

ARTICLE 14

SAFETY AND HEALTH

Section 1. Responsibilities

It is the responsibility of management to provide safe working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility. The Employer will meet with the Union on a semiannual basis and inform the Union of its automated systems development programs. The Employer also agrees to give appropriate consideration to human factors in the design and development of automated systems. Human factors and ergonomics of new automated systems are a proper subject for discussion at the National Joint Labor-Management Safety Committee.

Section 2. Cooperation

The Employer and the Union insist on the observance of safe rules and safe procedures by employees and insist on correction of unsafe conditions. Mechanization, vehicles and vehicle equipment, and the work place must be maintained in a safe and sanitary condition, including adequate occupational health and environmental conditions. The Employer shall make available at each installation forms to be used by employees in reporting unsafe and unhealthful conditions. If an employee believes he/she is being required to work under unsafe conditions, such employee may:

involving the constitutionality of existing or future legislation prohibiting Federal employees from engaging in strike actions. The parties further agree that the obligations undertaken in this Article are in no way contingent upon the final determination of such constitutional issues.

(The preceding Article, Article 18, shall apply to City Carrier Assistant Employees.)

ARTICLE 19

HANDBOOKS AND MANUALS

Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable. This includes, but is not limited to, the Postal Service Manual and the F-21, Timekeeper's Instructions.

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Union at the national level at least sixty (60) days prior to issuance. At the request of the Union, the parties shall meet concerning such changes. If the Union, after the meeting, believes the proposed changes violate the National Agreement (including this Article), it may then submit the issue to arbitration in accordance with the arbitration procedure within sixty (60) days after receipt of the notice of proposed change. Copies of those parts of all new handbooks, manuals and regulations that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall be furnished the Union upon issuance.

Article 19 shall apply in that those parts of all handbooks, manuals and published regulations of the Postal Service, which directly relate to wages, hours or working conditions shall apply to CCA employees only to the extent consistent with other rights and characteristics of CCA employees provided for