



**STEP B DECISION**

Step B Team: Wesley/Davis

District: Mid America

Decision: **RESOLVED**  
USPS Number: E11N4EC13192757  
Grievant: Class Action  
Branch Grievance Number: KC3013-426  
Branch: 30  
Installation: Kansas City  
Delivery Unit: City Wide  
State: MO 64108  
Incident Date: 04/11/13 - Ongoing  
Date Informal Step A Initiated: BLANK  
Formal Step A Meeting Date: 6/6/13  
Date Received at Step B: 6/7/13  
Step B Decision Date: 6/19/13  
Issue Code: 41.3130  
NALC Subject Code: 600198  
*Original Step B Received Date: NA*  
*Date Sent to Assisting Team: NA*

**Formal Step A Representatives are responsible for disseminating  
this Step B Decision back to the Informal Step A Designees**

**ISSUE:**

Did management violate Article 41.2.B.3, 4 & 5, when they refused to allow carriers who had opted routes to assume the duties of the opt, and if so, what is the appropriate remedy?

**DECISION:**

The Mid America District Dispute Resolution Step B Team has **RESOLVED** this grievance by determining that the local parties will adhere to the Das award for the 2011 USPS/NALC National Agreement and the Questions and Answers dated 05/22/13 concerning the City Carrier Assistants (CCA).

**EXPLANATION:**

The file presented demonstrates that the union alleges management is not permitting CCAs to case and work the office portion of their hold downs.

The union contends that within Kansas City MO management has taken the position that CCAs will not be permitted to case properly opted vacant assignments. Management has initiated this "blanket policy" in an attempt to argue that it is more efficient to assign the office duties to the regular workforce.

The union contends this is a violation of the rights of the CCAs, the Das award and the JCAM (Joint Contract Administration Manual).

The union contends the CCA Questions and Answers dated 5/22/13 make it clear that CCAs have the right to opt hold downs just as it exists within the JCAM Article 41. The union contends that on page 41-10 the JCAM states that the employee who opts on a vacant assignment assumes the scheduled hours and non-scheduled day of the opted route. The carrier will work the duty assignment for its duration and employees on hold downs are entitled to work the regularly scheduled days and daily hours of the assignment. The union contends there is no ambiguity in the language of the JCAM.

The union contends management is making the argument that full-time carriers may be short 8 hours of work and they should be assigned to case vacant assignments. The union contends that the JCAM, page 41-13 & 14, and Regional Arbitration C-28619 (F06N-4F-C09353755) addresses the same issue but makes it clear that bumping will occur only as a last resort. The union contends that full time regulars must first be assigned parts or relays of routes to make up a full-time assignment.

The union contends the Das Award and Article 41 are crystal clear and management's argument is without merit. The union requests that management cease and desist denying CCAs their opts.

Management contends that Article 3 gives them the right and responsibility to maintain the efficiency of the Postal Service. Management contends it is their responsibility to provide a full 8 hours of work for regular carriers on a daily basis.

Management contends that the DOIS Workhour Workload Report shows the Kansas City installation using more workhours than is earned by the minimum standards per week.

The pertinent references for this issue are that National Arbitrator Das awarded CCAs the right to opt on vacant assignments.

The National parties have agreed within Questions and Answers dated May 22, 2013 as follows:

Question #56 - Will CCA be allowed to opt on (hold-down) vacant duty assignments? **Yes, after April 10, 2013**

Question #57 - Is there a waiting period for a new CCA (no former experience as a career city letter carrier or city carrier transitional employee) before the employee can opt on a hold-down? **Yes, 60 calendar days from the date of appointment as a CCA. Once the CCA has met this requirement there is no additional waiting period for applying for/being awarded a hold down when the employee is converted to career.**

Question #58 – Is there a difference in the application of opting (hold-down) rules between part-time flexible city carriers and CCA? No.

Question #59 – 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 CCA by highest to lowest relative standing in the installation.**

The Das Award dated 1/10/13 page 25 states in part:

**JCAM Page 41-13**

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

**JCAM Page 41-14**

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

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

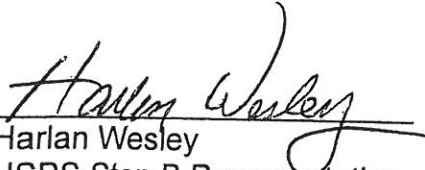
The Das Award dated 1/10/13 page 26 states in part:

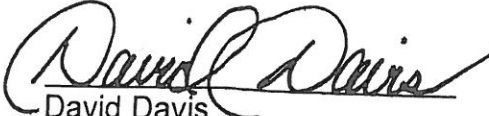
**Remedies and Opting.** Where the record is clear that a PTF or **city carrier assistant** was the senior available employee exercising a preference on a qualifying vacancy, but was denied the opt in violation of Article 41.2.B.4, an appropriate remedy would be a “make whole” remedy in which the employee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

In those circumstances in which a PTF or **city carrier assistant** worked forty hours per week during the opting period (or forty-eight hours in the case of a six day opt), an instructional “cease and desist” resolution would be appropriate.

This would also be an appropriate remedy in those circumstances in which a reserve letter carrier or an unassigned letter carrier was denied an opt in violation of Article 41.2.B.3.

Based on the file presented, the local parties will adhere to the Das award for the 2011 USPS/NALC National Agreement and the Questions and Answers dated 05/22/13.

  
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USPS Step B Representative

  
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NALC Step B Representative

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