Posting Positions

Chapter 1: Ensure Management's Posting Obligations

Chapter 2: Posting Requirements

Chapter 3: Residual Vacancies

Chapter 4: Temporary Hold-Downs

Chapter 5: Protecting PTFS Work Hours
Chapter 1

Ensure Management's Posting Obligations
**Ensure Management’s Posting Obligations**

Holding management accountable for posting assignments in accordance with Article 41 of the JCAM is important for the following reasons.

1. It does not allow management to take a full-time duty assignment, split it up and add it to other duty assignments. If this happens management may begin to collect data and attempt to revert or abolish the vacant assignment.

2. It puts management on notice that the Shop Steward is aware that a permanent assignment is vacant. Now the Station Manager is more likely to notify the Branch if the assignment becomes a residual vacancy.

3. If a permanent residual vacancy does occur it forces management to fill that position with an unassigned or full-time flexible carrier. Without a permanent assignment management can move those carriers within the installation.

4. If there are no more unassigned or full-time flexible carriers within the installation management is forced to honor transfers or Maximize as many PTFS carriers as needed to fill permanent residual vacancies.

In the following pages you will find what is needed to file any violation management may be committing in reference to posting. The NALC Contract CD 2004 also has more information on this subject, look in the MRS under “Posting”.

The subject of not allowing management to cut the work hours of PTFS carriers has also been addressed briefly. When a PTFS carrier is on a temporary hold-down it makes it harder for management to give him/her less than eight (8) hours of work in a given day.

Although in some instances management can still give a PTFS less than eight (8) hours of work in a day, the right to do so is greatly reduced. Under Section 8.5.C.2.d of the JCAM (bottom of page 8-12) management must seek to use a PTFS at the straight-time or regular overtime rate before requiring carriers not on the ODL or work assignment list to work overtime.
Chapter 2

Posting Requirements
**Posting Provisions as per JCAM Article 41 and LMOU**

What are the assignments that should be posted for bid when they become vacant?

Section 41.1.A.1 describes the duty assignments that should be posted when they become vacant.

When should an assignment be posted for bid?

Section 41.1.A.1 states that management is obligated to post a vacant duty assignment within five (5) working days of the day it becomes vacant.

> A vacant duty assignment that is being considered for reversion is available for opting until the assignment is reverted or filled provided the anticipated vacancy is for five (5) days or more. Management must post these assignments as well.

How long should the notice for bid remain posted?

Section 41.1.B.3 states that a notice inviting bids shall remain posted for ten (10) days unless a different length for the posting period is established by local agreement.

> Item 22.Q in our LMOU states that the notice will be posted for seven (7) calendar days.

How long does management have to notify the successful bidder?

Section 41.1.C.2 states that management has ten (10) days after the closing date of the posting to notify the successful bidder.

How long can management hold the successful bidder on his/her old assignment?

Section 41.1.C.3 states that management must place the successful bidder in the new assignment within fifteen (15) days except in December.
ARTICLE 41 LETTER CARRIER CRAFT

Section 1. Posting

Section 2. Seniority

Section 3. Miscellaneous Provisions

Section 4. City Carrier Transportation (Driveout) Agreement

Section 5. National Joint City Delivery Committee

Article 41—letter carrier craft article. Article 41 is known as the letter carrier craft article, negotiated specifically to cover letter carriers. (Prior to 1994 negotiations the National Agreement was negotiated jointly with other postal unions.) Article 41 establishes fundamental letter carrier rights under the contract—a regular carrier's right to accumulate seniority, and the right to bid on, obtain and hold specific duty assignments based on seniority.

41.1.A Section 1. Posting

A. In the Letter Carrier Craft, vacant craft duty assignments shall be posted as follows:

1. A vacant or newly established duty assignment not under consideration for reversion shall be posted within five working days of the day it becomes vacant or is established.

All city letter carrier craft full-time duty assignments other than letter routes, Carrier Technician assignments, parcel post routes, collection routes, combination routes, official mail messenger service, special carrier assignments and night routers, shall be known as full-time Reserve Letter Carrier duty assignments. The term “unassigned regular” is used in those instances where a full-time letter carrier does not hold a duty assignment.

Positions currently designated in the Letter Carrier Craft:

City Carrier (includes the duty assignment of Official Mail Messenger Service in the Washington, D.C. Post Office)

Special Carrier

Carrier Technician

Positions that may in the future be designated in the Letter Carrier Craft

Changes in the foregoing position titles shall not affect the application of this provision.
41.1.A.1  When a position is under consideration for reversion, the decision to revert or not to revert the position shall be made not later than 30 days after it becomes vacant. If the decision is made not to revert, the assignment must be posted within 30 days of the date it becomes vacant. The Employer shall provide written notice to the Union, at the local level, of the assignments that are being considered for reversion and of the results of such consideration.

**Unassigned Regulars.** The definition of unassigned regular was changed in the 2001 National Agreement by removing that part of the prior definition that provided that they "are excess to the needs of the delivery unit." This change makes clear that any full-time letter carriers not holding a bid assignment are unassigned regulars. Whether or not they are excess to the needs of the delivery unit is irrelevant. This change was made to remove inconsistencies with other sections of the contract such as Article 41.1.A.2 and Article 12.

**Posting for bid.** Section 1.A.1 provides for the posting of a vacant duty assignment for bid within five days after it becomes vacant, or in the case of a newly established assignment, within five days of its creation. However, when a newly vacated duty assignment is under consideration for reversion, management has a maximum of 30 days after the date the duty assignment is vacated to either revert the position or post it for bid.

- A duty assignment is a set of duties and responsibilities within a recognized position regularly scheduled during specific hours of duty.
- The five routes on a Carrier Technician swing, or group constitute a full-time duty assignment. Carrier Technicians perform all the duties of the assignments they work.
- Reserve letter carrier (formerly known as floater, leave replacement, vacation regular, etc.) is a bid position with scheduled hours of duty and work days.

41.1.A.2  2. Letter carriers temporarily detailed to a supervisory position (204b) may not bid on vacant Letter Carrier Craft duty assignments while so detailed. However, nothing contained herein shall be construed to preclude such temporarily detailed employees from voluntarily terminating a 204b detail and returning to their craft position. Upon return to the craft position, such employees may exercise their right to bid on vacant letter carrier craft duty assignments.

The duty assignment of a full-time carrier detailed to a supervisory position, including a supervisory training program in excess of four months shall be declared vacant and shall be posted for bid in accordance with this Article. Upon return to the craft the carrier will become an unassigned regular. A letter carrier temporarily detailed to a supervisory position will not be returned to the craft solely to circumvent the provisions of Section 1.A.2.
use of their seniority. In the event that there are more unassigned full-time carriers and full-time flexible carriers than vacancies, these vacancies may be filled by assigning the unassigned employees by juniority.

In the event there are more unassigned full-time carriers and/or full-time flexible letter carriers than residual vacancies, the residual vacancies may be filled by assigning the unassigned employees by juniority.

- Reserve Regulars are not unassigned regulars and this section does not apply to them.
- When there is no bid, the assignment of an unassigned regular or full-time flexible letter carrier shall be by inverse seniority (juniority).
- When there is more than one vacancy and there are no bids, the unassigned carriers or full-time flexible carriers assigned to the vacancies may select their individual assignments by seniority.
- If a 204b loses his/her bid assignment under the provisions of Article 41.1.A.2, management may assign the 204b to a residual vacancy under the provisions of Article 41.1.A.7 while the employee remains in a 204b status (See National Arbitrator Snow, E94N-4E-C 96060312. October 2, 1998, C-18743).

41.1.B  Method of Posting

1. The notice inviting bids for Letter Carrier Craft assignments, and to such other assignments to which a letter carrier is entitled to bid, shall be posted on all official bulletin boards at the installation where the vacancy exists, including stations and branches, as to assure that it comes to the attention of employees eligible to submit bids. Copies of the notice shall be given to the local Union. When an absent employee has so requested in writing, stating a mailing address, a copy of any notice inviting bids from the craft employees shall be mailed to the employee by the installation head.

2. Posting and bidding for duty assignments and/or permanent changes in fixed non-work days shall be installation-wide, unless local agreements or established past practice provide for sectional bidding or other local method currently in use.

Local implementation—scope of posting and bidding. Section 1.B.2 provides that posting and bidding for duty assignments and/or permanent changes in fixed non-work days shall be installation-wide, unless the parties have negotiated a different method—for instance, bidding by specified sections—pursuant to Article 30, Sections B.21 and B.22.

41.1.B.3 3. The notice shall remain posted for 10 days, unless a different length for the posting period is established by local negotiations.
Local implementation—length of posting. Section 1.B.3 requires that the notice be posted for 10 days, unless the parties have negotiated a different time period pursuant to Article 30, Sections B.21 and B.22.

41.1.B.4 4. Information on notices shall be shown as below and shall be specifically stated:

(a) The duty assignment by position title and number (e.g., Key or Standard).

(b) Grade.

(c) Hours of duty (beginning and ending), including, in the case of a Carrier Technician assignment, the hours of duty for each of the component routes.

(d) The fixed or rotating schedule of days of work, as appropriate.

(e) The principal assignment area (e.g., section and/or location of activity).

(f) Invitation to employees to submit bids.

(g) Physical requirement unusual to the assignment.

(h) If a city carrier route is involved, the carrier route number shall be designated. If a Carrier Technician assignment is involved, the route number of the Carrier Technician assignment and the route numbers of the component routes shall be designated.

(i) Date of last inspection and date of last adjustment.

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

Re: Article 41—Bid Process

The parties agree that where telephone bidding is an alternative form of bidding, bids may be submitted by telephone. When computerized and telephone bidding are available to all employees in an installation, telephone and computerized bidding is mandatory.

Date: August 14, 2000

41.1.C C. Successful Bidder

1. The senior bidder meeting the qualification standards established for that position shall be designated the “successful bidder.”

The parties executed a national Memorandum of Understanding on March 16, 1987 (M- 00752) setting forth specific rules governing the bidding rights of a carrier who is temporarily disabled and unable to
work his or her normal assignment. Such a carrier has the right to bid and be awarded a bid assignment so long as the carrier will be able to assume the bid-for position within six months from the time the bid is placed. Upon management’s request the carrier must provide medical documentation showing he or she will be able to do so. If the carrier is still unable to perform the duties of the bid-for position at the end of six months, a second six-month period is permitted if supported by new medical certification. The carrier must relinquish the assignment if he or she cannot work the bid-for position within one year after the bid. A carrier who bids on a higher-level position under these rules will not receive higher level pay until he or she is physically able to, and actually performs work in the bid-for higher-level position.

Successful bidders who develop a disability after a position is awarded are entitled to retain the position if the disability is temporary (Mittenhal, HSN-5B-C 22251, November 14, 1983, C-03855). If the letter carrier's personal physician determines that the disability results from a medical condition that is permanent and stationary, and prevents the letter carrier from performing the functions of the position, the letter carrier may be removed from the position and the position posted for bid. In cases where the medical condition is not a result of a job-related illness or injury and there is a dispute over whether the disabling condition is permanent or temporary based upon medical evaluations of the letter carrier’s personal physician and the USPS physician, a third physician selected by the parties will be final concerning the employee’s medical condition and limitations, if any. (See Article 13.2.B.2) In cases where the disability is the result of a job-related illness or injury, such disputes are resolved by the scheduling of a second opinion by OWCP.

### 41.1.C.2

2. Within ten (10) days after the closing date of the posting, the Employer shall post a notice indicating the successful bidder, seniority date and number.

3. The successful bidder must be placed in the new assignment within 15 days except in the month of December.

The 15 day period begins on the date the notice of the successful bidder is posted. So when read together, except in the month of December, Sections 1.C.2 and 3 provide that the Postal Service will place the successful bidder on the assignment no later than 25 days after the closing date of the posting.

### 41.1.C.4

4. The successful bidder shall work the duty assignment as posted. Unanticipated circumstances may require a temporary change in assignment. This same rule shall apply to Carrier Technician assignments, unless the local agreement provides otherwise.
apply for a regular transfer (as outlined in E and F above). Management shall have the responsibility of bringing this provision of the seniority regulation to the attention of each applicant for permanent light duty assignment.

Q. When a vacancy occurs on any assignment within a station or unit, a notice will be prominently posted for a period of seven (7) calendar days, advising carriers of the vacancy, and that application to fill the vacancy must be filed before the expiration of that period. Notice of a vacancy on an assignment within a station or unit which entails driving a motor vehicle posted for the information of carriers, should contain a specific statement that the applicant for assignment thereto must have a state drivers license and must pass a qualifying test to determine if the applicant is capable of driving a Government vehicle.

R. This notice shall be postmarked at the time it is posted and also when it is removed at the expiration of the seven (7) day period. All applications of carriers shall be placed in envelopes, sealed and postmarked promptly when submitted to the superintendent, as evidence that they were filed within the prescribed seven (7) day period.

S. At the expiration of the posting period, the notice shall be removed. The appropriate supervisor in charge shall open the sealed bids. A union representative may be present at the opening of the bids. The names of carriers who made application for the vacancy shall be listed in the order of their service seniority, in conformance with these seniority regulations. The appropriate supervisor of the station will then assign the senior applicant to the vacancy. The appropriate supervisor will forward to the Office of Personnel the name, newly assigned route, the date of assignment to the vacancy of the senior applicant, plus the name of the employee formerly assigned to the route. A carrier who applies for more than one vacancy, must designate his/her order of preference, i.e. first, second, third, etc.

T. If a carrier bids for another route and receives assignment to it, he/she cannot automatically return to his/her original route. It will be necessary for him/her to bid in competition with all other carriers again on a strict seniority basis. No exceptions are to be made.

U. Where a vacancy on a delivery route occurs as a result of a carrier being inducted into the military service, or by transfer and release of a carrier under War Service Regulations to some other department or outside war industry, notice of such vacancy shall be posted and handled in accordance with instructions above. However, all such notices shall contain a specific statement that assignment to such route is only for the period of time that the regularly assigned carrier to the route is absent on such leave. In the event that a carrier regularly assigned to a delivery route applies for such a temporary vacancy, he/she shall be informed that by filing for such a temporary assignment he/she is relinquishing his/her right to his/her present assignment or route. In other words, when the carrier who was on leave, (as described above) returns to duty in the Postal Service, the employee temporarily assigned to fill his/her military leave vacancy, must relinquish such assignment and be reassigned as a reserve carrier. A regular carrier assigned to any duties other
Chapter 3

Residual Vacancies
Residual Vacancies Provisions as per JCAM Article 41 and LMOU

What is a residual vacancy?

A residual vacancy occurs when an assignment has been posted for bid and remains vacant after the expiration of the posting period because no one has bid for it.

What are management's obligations in reference to residual vacancies?

Section 41.1.A.7 states that management will place an unassigned full-time carrier or a full-time flexible (Maximized) regular carrier. This will be done by inverse seniority (juniority).

*Item 22.1* in the LMOU states that a residual vacancy will be filled by the junior unassigned carrier.

*Item 22.G* in the LMOU states that all part-time flexible carriers when converted to regular status will be canvassed by strict seniority for assignments of available vacancies of stations.
Form 1723, Notice of Assignment, shall be used in detailing letter carriers to temporary supervisor positions (204b). The Employer will provide the Union at the local level with a copy of Form(s) 1723 showing the beginning and ending of all such details.

While city letter carriers temporarily detailed to a supervisory position (204b) may not bid on vacant city letter carrier craft duty assignments while so detailed, they may bid on the multi-craft positions of VOMA or Examination Specialist while on detail. (See National Arbitrator Aaron, H1N-4J-C 8187, March 19, 1985 (C-04925).

41.1.A.3 3. The existing local procedures for scheduling fixed or rotating non-work days and the existing local method of posting and of installation-wide or sectional bidding shall remain in effect unless changes are negotiated locally.

Local implementation NALC branches may establish local rules regarding fixed or rotating days off and the scope of posting and bidding—by section or installation-wide—through local implementation procedures under Article 30 of the National Agreement. Such rules are then contained in a Local Memorandum of Understanding, which must be read in conjunction with Article 41. Fixed or rotating days off are negotiated pursuant to Article 30, Section B.2, and the scope and method of posting are negotiated pursuant to Article 30, Sections B.21 and B.22.

41.1.A.4 4. No assignment shall be posted because of a change in starting time or in non-scheduled days (except as provided in Section 1.A.5 below). No overtime payment will be made for a permanent change in starting time.

5. Whether or not a letter carrier route will be posted when there is a change of more than one (1) hour in starting time shall be negotiated locally.

Local implementation. Local negotiations pursuant to Article 30, Sections B.21 and 22 may determine whether a route will be posted when there is a change of more than one hour in starting time.

41.1.A.6 6. When a fixed schedule non-work day is permanently changed, the new non-work day shall be posted.

7. Unassigned full-time carriers and full-time flexible carriers may bid on duty assignments posted for bids by employees in the craft. If the employee does not bid, assignment of the employee may be made to any vacant duty assignment for which there was no senior bidder in the same craft and installation. In the event there is more than one vacancy due to the lack of bids, these vacancies may be filled by assigning the unassigned full-time carriers and full-time flexible carriers, who may exercise their preference by
In the event there are more unassigned full-time carriers and/or full-time flexible letter carriers than residual vacancies, the residual vacancies may be filled by assigning the unassigned employees by seniority.

- Reserve Regulars are not unassigned regulars and this section does not apply to them.
- When there is no bid, the assignment of an unassigned regular or full-time flexible letter carrier shall be by inverse seniority (juniority).
- When there is more than one vacancy and there are no bids, the unassigned carriers or full-time flexible carriers assigned to the vacancies may select their individual assignments by seniority.
- If a 204b loses his/her bid assignment under the provisions of Article 41.1.A.2, management may assign the 204b to a residual vacancy under the provisions of Article 41.1.A.7 while the employee remains in a 204b status (See National Arbitrator Snow, E94N-4E-C 96060312, October 2, 1998, C-18743).

**41.1.B B. Method of Posting**

1. The notice inviting bids for Letter Carrier Craft assignments, and to such other assignments to which a letter carrier is entitled to bid, shall be posted on all official bulletin boards at the installation where the vacancy exists, including stations and branches, as to assure that it comes to the attention of employees eligible to submit bids. Copies of the notice shall be given to the local Union. When an absent employee has so requested in writing, stating a mailing address, a copy of any notice inviting bids from the craft employees shall be mailed to the employee by the installation head.

2. Posting and bidding for duty assignments and/or permanent changes in fixed non-work days shall be installation-wide, unless local agreements or established past practice provide for sectional bidding or other local method currently in use.

Local implementation—scope of posting and bidding. Section 1.B.2 provides that posting and bidding for duty assignments and/or permanent changes in fixed non-work days shall be installation-wide, unless the parties have negotiated a different method—for instance, bidding by specified sections—pursuant to Article 30, Sections B.21 and B.22.

**41.1.B.3**

3. The notice shall remain posted for 10 days, unless a different length for the posting period is established by local negotiations.
LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING (Cont'd).

F. A carrier will lose his/her seniority within a station for a period of 90 calendar days from the effective date of a transfer and upon assignment to a station when changed from part-time to full-time, even though he/she is subbing at that station. After the 90 day period, he/she is eligible to bid for assignments on the basis of craft seniority. A carrier will be eligible to bid with accrued station seniority for any vacant station assignment within the first 90 calendar days.

G. All part-time flexible carriers when converted to regular status will be canvassed by strict seniority for assignments of available vacancies of stations.

H. A full-time carrier shall not be required to bid for any assignment if he/she does not desire to do so.

I. The junior full-time unassigned carrier will be assigned to fill a vacancy (permanent assignment) when there are no bidders.

J. Whenever a carrier desires a reassignment to another carrier station, he/she will submit his/her request in writing to the installation head. Reassignment shall be governed by craft seniority in all cases and such requests will remain valid until the end of the calendar year. After which a new written request must be made. Notice of station vacancies shall be posted in all stations as they occur.

K. In the event that 50% or more of the territory of a route has been reapportioned into a newly created route, the carrier assigned to the old route shall have the option of selecting the new route before it is posted for bid.

L. All reserve carrier assignment vacancies are to be posted for bid.

M. Route cycles for one man routes are to be composed of groups of five (5) routes and the cycles are to be posted for bid on a craft seniority basis. When an additional one day absence occurs within a cycle, management has the right to assign the cycle carrier to either absence as the needs of the service require. T-6 carriers serving strictly multiple residential or business, and/or mixed routes shall be regularly assigned to a cycle of up to five (5) assignments.

N. A carrier may bid for assignment only when a vacancy occurs, and may not displace another carrier from his/her assignment, except as outlined in Item 18C.

O. When a letter carrier is removed from the postal service, or is transferred from one station to another, and avails himself/herself of all rights of appeal under the grievance procedure, his/her assignment shall not be posted for bid until such time as the final outcome of the appeal is resolved.

P. When a carrier requests permanent light duty assignment and is assigned to another station, his/her request shall be accompanied by a signed waiver indicating that he/she will accept said assignment indefinitely at the newly/assigned station. Should he/she eventually recover his/her health and desire to bid for a non-light duty assignment within that station, or any other station or unit, he/she must first
Chapter 4

Temporary Hold-Downs
What is a temporary hold-down?

Section 41.2.B.3 identifies a temporary hold-down as an assignment that will be temporarily vacant for an anticipated period of five (5) days or more. This includes vacancies that occur as a result of vacations.

Who is eligible to bid on these assignments?

Sections 41.2.B.3 and 41.2.B.4 state that full time reserve, unassigned full-time regular, as well as part time flexible carriers can bid for temporary assignments.

If a Reserve Carrier bids for a temp-hold-down what happens to his/her bid assignment?

Section 41.2.B.3 explains on page 41-10 that the reserve position becomes available for opting providing that it will be vacant for five (5) days or more.
This section was drafted prior to the December 21, 1987 Memorandum of Understanding establishing the full-time flexible category. Thus, contrary to what is stated in this section, both full-time flexible and full-time regular employees can bid on letter carrier duty assignments.

41.2.B.2 2. Part-time regular letter carriers are considered to be a separate category and seniority for assignment and other purposes shall be restricted to this category.

Part-time regulars may use their seniority only in that category. Upon reassignment to part-time flexible, part-time regulars begin a new period of seniority.

41.2.B.3 3. Full-time reserve letter carriers, and any unassigned full-time letter carriers whose duty assignment has been eliminated in the particular delivery unit, may exercise their preference by use of their seniority for available craft duty assignments of anticipated duration of five (5) days or more in the delivery unit within their bid assignment areas, except where the local past practice provides for a shorter period.

4. Part-time flexible letter carriers may exercise their preference by use of their seniority for vacation scheduling and for available full-time craft duty assignments of anticipated duration of five (5) days or more in the delivery unit to which they are assigned.

5. A letter carrier who, pursuant to subsections 3 and 4 above, has selected a craft duty assignment by exercise of seniority shall work that duty assignment for its duration.

**Opting on Temporary Vacancies.** Article 41, Sections 3, 4 and 5 provide a special procedure for exercising seniority in filling temporary vacancies in full-time duty assignments. This procedure, called "opting," allows carriers to "hold down" vacant duty assignments of regular carriers who are on leave or otherwise unavailable to work for **five or more days**.

Full-time reserve, full-time flexibles and unassigned full-time letter carriers may opt on vacancies of fewer than five days where there is an established local past practice (Article 41, Section 2.B.3).

**Eligibility for opting.** Full-time reserve letter carriers, full-time flexible schedule letter carriers, unassigned full-time carriers, and part-time flexible carriers may all opt for hold-down assignments.

All unassigned regulars have opting rights, regardless of the reason for the unassigned status (Step 4, H94N-4H-C 96007241, September 25, 2000, M-01431).
Although Article 12, Section 3 of the National Agreement provides that “an employee may be designated a successful bidder no more than five (5) times” during the contract period, a national settlement (H1N-1E-C 25953, May 21, 1984, M-0513) establishes that these restrictions do not apply to the process of opting for vacant assignments. Moreover, opting is not “restricted to employees with the same schedule as the vacant position” (H1N-1J-C 6766, April 17, 1985, M-0843). Rather, an employee who opts for a hold-down assignment assumes the scheduled hours and non-scheduled day of the opted assignment (See “Schedule Status,” below).

National Arbitrator Bernstein held (in H1N-3U-C 10621, September 10, 1986, C-6461) that an employee may not be denied a hold-down assignment by virtue of his or her potential qualification for overtime pay. For example, an employee who works 40 hours Saturday through Thursday is eligible for a hold-down which begins on Friday even though he or she will earn overtime pay for work in excess of 40 hours during the service week. If a full-time letter carrier on the ODL works overtime solely as a result of such circumstances, the overtime is not counted or considered in determining equitability at the end of the quarter under the provisions of Article 8, Section 5.C.2.b.

An otherwise qualified employee on light duty may not be denied hold-down assignments as long as the employee can perform all the duties of the assignment.

Some employees are not permitted to opt. Probationary employees may not opt (H8N- 2W-C 7259, November 25, 1988, M-0594). Carriers acting in 204(B) supervisory positions may not opt for hold-down positions while in a supervisory status (Step 4, H1N-4B-C 16840, October 24, 1983, M-0552). A national pre-arbitration settlement (H1N-5W-C 26031, January 12, 1989, M-0891) established that an employee’s supervisory status is determined by Form 1723, which shows the times and dates of an employee’s 204(B) duties.

**Duty assignments eligible for opting:** Vacancies in full-time Grade 1 assignments, including Reserve Regular assignments, are available for opting. When a Reserve Regular letter carrier opts on an available assignment, his/her temporarily vacated Reserve Regular position becomes available for opting if vacated for five days or more. However, as is the case with any opt, a carrier on an opt for a Reserve Regular assignment must work the assignment for its duration and is not eligible to opt on any other assignments for the duration of the opt. Vacant routes under consideration for reversion are available for opting until they reverted or filled, provided the anticipated vacancy is for five days or more. See Step 4 H0N-5R-C 6380, January 21, 1993, M-01128.
However, not all anticipated temporary vacancies create opting opportunities. Carrier Technician positions are not available for opting because they are higher level assignments which are filled under Article 25 of the National Agreement. (Step 4, H8N-3P-C 25550, May 6, 1981, M-0276) Auxiliary routes are not available as hold-downs because they are not full-time (Step 4, H8N-5B-C 14553, May 15, 1981, M-00625). Full-time flexible positions are not subject to opting because they are not bid assignments.

Vacancies lasting less than five days need not be filled as hold-downs. Clarifying the meaning of this five-day requirement, National Arbitrator Kerr held that opting is permitted when vacancies are expected to include five or more work days, rather than vacancies that span a period of five calendar days but may have fewer than five days of scheduled work. (W1N-5G-C 11775, March 20, 1988, C-5865) However, these anticipated five days may include a holiday (H8N-4E-C 14090, July 1, 1982, M-0237).

An employee does not become entitled to a hold-down assignment until the “anticipated” vacancy actually occurs. Thus, an employee who successfully opts for a vacancy that fails to materialize is not guaranteed the assignment.

**Temporarily Vacant Carrier Technician Assignments.** Temporarily vacant Carrier Technician assignments are not filled under the opting provisions of Article 41, Sections 2.B.3 and 4. Rather, they are higher level assignments filled under the provisions of Article 25.

**Posting and opting.** The National Agreement does not set forth specific procedures announcing vacancies available for hold-downs. However, procedures for announcing vacancies and procedures for opting for hold-down assignments may be governed by Local Memorandums of Understanding (Memorandum, February 7, 1983, M-0446). In the absence of an LMU provision or mutually agreed-upon local policy, the bare provisions of Article 41, Section 2.B apply. In that case, there is no requirement that management post a vacancy, and carriers who wish to opt must learn of available assignments by word of mouth or by reviewing scheduling documents.

**Duration of hold-down.** Article 41, Section 2.B.5 provides that once an available hold-down position is awarded, the opting employee “shall work that duty assignment for its duration.” An opt is not necessarily ended by the end of a service week. Rather, it is ended when the incumbent carrier returns, even if only to perform part of the duties—for example, to case but not carry mail.

**Exceptions to the duration clause.** There are situations in which carriers temporarily vacate hold-down positions for which they have opted—
for example for vacation. Such an employee may reclaim and continue
a hold-down upon returning to duty. (Step 4, H4N-3U-C 26297, April
23, 1987, M-0748) If the opting employee's absence is expected to
include at least five days of work, then the vacancy qualifies as a new
hold-down within the original hold-down. Such openings are filled as
regular hold-downs, such that the first opting carrier resumes his or her
hold-down upon returning to duty— until the regular carrier returns.

An opting employee may bid for and obtain a new, permanent full-time
assignment during a hold-down. A national prearbitration settlement
(H1N-5G-C 22641, February 24, 1987, M-0669) established that such an
employee must be reassigned to the new assignment. If there are five or
more days of work remaining in the hold-down, then the remainder of
the hold-down becomes available to be filled by another opting carrier.

An employee on a hold-down assignment may accept a temporary super-
visory position (204b). However, unlike the case of full-time bid assign-
ments, carriers in a temporary supervisory position cannot retain hold-
down assignments for up to four months. When a letter carrier accepts a
204b detail, the hold-down must be reposted for the duration of the
remainder of the original vacancy provided it is for five days or more. A
carrier who has accepted a 204b detail only retains the right to the hold-
down until it is awarded to another letter carrier. See National Arbitrator
Britton, H4N-1W-C 34928, July 21, 1989 (C-09187).

An Employee on a hold-down assignment may voluntarily terminate
the assignment to accept a higher level assignment under the provisions of
Article 25. In such cases, the vacancy must be made available for opting
for the duration of the original vacancy, provided it is for five days or
more.

**Involuntary reassignment and hold-downs.** The duration provision in
the National Agreement generally prevents the involuntary removal of
employees occupying continuing hold-down positions.

National Arbitrator Bernstein (H1N-3U-C 10621, September 10, 1986,
C-6461) held that an employee may not be involuntarily removed from
(or denied) a hold-down assignment in order to prevent his or her accru-
al of overtime pay (See "Eligibility," above). For example, suppose an
employee who worked eight hours on a Saturday then began a 40-hour
Monday-through-Friday hold-down assignment. Such an employee may
not be removed from the hold-down even though he or she would
receive overtime pay for the service week.

Article 41, Section 1.A.7 of the National Agreement states that unas-
signed full-time regular carriers may be assigned to vacant residual full-
time duty assignments for which there are no bidders. However,
National Arbitrator Mittenthal ruled that an unassigned regular may not
be involuntarily removed from a hold-down to fill a residual full-time
vacancy (H1N-3U-C 13930, November 2, 1984, C-04484). Of course, management may decide to assign an employee to a residual vacancy pursuant to Article 41, Section 1.A.7 at any time, but the employee may not be required, and may not volunteer, to work the new assignment until the hold-down ends.

**Removal from hold-down.** There are exceptions to the rule against involuntarily removing employees from their hold-downs. Part-time flexible employees may be "bumped" from their hold-downs to provide sufficient work for full-time employees. Full-time employees are guaranteed 40 hours of work per service week. Thus, they may be assigned work on routes held down by part-time employees if there is not sufficient work available for them on a particular day (H1N-5D-C 6601, September 11, 1985, M-0097). In such cases the part-time flexible employees’ opt is not terminated. Rather, they are 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-0293), which provides that:

A PTF, 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 "hold-down" to which the PTF opted may be pivoted if there is insufficient work available to provide a full-time carrier with eight hours of work.

Another exception occurs if the Local Memorandum allows the regular carrier on a route to "bump" the Carrier Technician to another route when the regular carrier is called in on a non-scheduled day to work on his/her own route. In such cases, the Carrier Technician is allowed to displace an employee who has opted on an assignment if none of the other routes on the string is available. In such cases a part-time flexible employee's opt is not terminated. Rather, he/she is temporarily "bumped" on a day-to-day basis. See Step 4, N8-N-0176, January 9, 1980 (M-00154).

**PTF pay status and opting.** Although a part-time flexible employee who obtains a hold-down must be allowed to work an assignment for the duration of the vacancy, he or she does not assume the pay status of the full-time regular carrier being replaced. A part-time flexible carrier who assumes the duties of a full-time regular by opting is still paid as a part-time flexible during the hold-down. PTF's are not guaranteed eight hours daily or forty hours weekly work if no work is available.

PTF's do not receive holiday pay for holidays which fall within the hold-down period. Instead of being eligible for holiday pay, PTFs are paid at a slightly higher hourly rate than full-time employees (see
Article 11, Section 7). PTFs do not receive “out-of-schedule” pay see (ELM Section 434.6).

**Schedule status and opting.** Employees on hold-downs are entitled to work the regularly scheduled days and the daily hours of duty of the assignment (see H8N-1M-C 23521, June 2, 1982, M-00239). These scheduling rights assumed by all hold-down carriers, whether full-time or part-time, create some of the most perplexing problems in the opting process. In the area of schedule status, two key distinctions must be considered. First, there is a difference between a guarantee to work and a right to days off. Second, when an opting employee is denied work within the regular hours of a hold-down, “out-of-schedule overtime” may not be the appropriate remedy.

**Scheduled days and opting.** The distinction between the guarantee to work certain scheduled days and the right to specific days off is important. An employee who successfully opts for a hold-down assignment is said to be guaranteed the right to work the hours of duty and scheduled days of the regular carrier. It must be noted, however, that days off are “assumed” only in the sense that a hold-down carrier will not work on those days unless otherwise scheduled. In other words, a hold-down carrier is not guaranteed the right to not work on non-scheduled days. Of course, this is the same rule that applies to the assignment’s regular carrier, who may, under certain conditions, be required to work on a non-scheduled day.

For example, suppose there is a vacant route with Thursday as the scheduled day off. The carrier who opts for such a route is guaranteed the right to work on the scheduled work days, but is not guaranteed work on Thursday. This does not necessarily imply that Thursday is a guaranteed day off; the carrier on a hold-down may be scheduled to work that day as well, either on or off the opted-for assignment. However, management may not swap scheduled work days with days off in order to shift hours into another service week to avoid overtime or for any other reason. To do so would violate the guarantee to work all of the scheduled days of the hold-down.

**Remedies and opting:** Where the record is clear that a PTF 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 worked 40 hours per week during the opting period (or 48 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.

In circumstances where the violation is egregious or deliberate or after local management has received previous instructional resolutions on the same issue and it appears that a “cease and desist” remedy is not sufficient to insure future contract compliance, the parties may wish to consider a further, appropriate compensatory remedy to the injured party to emphasize the commitment of the parties to contract compliance. In these circumstances, care should be exercised to insure that the remedy is corrective and not punitive, providing a full explanation of the basis of the remedy.

41.2.B.6 6. Relative Seniority Standing

(a) In cases of appointment on the same day, where there is a tie in seniority, the relative standing on the appointment register will determine the more senior carrier.

(b) Part-time flexible letter carriers shall be converted to full-time positions of the same designation and PS salary level in the order of their standing on the part-time flexible roll.

7. Seniority Tie Breaker

Except as otherwise specifically provided for in this Agreement, effective the date of this Agreement, when it is necessary to resolve a tie in seniority between two or more Carrier Craft employees, the following criteria shall apply in the order set forth below:

(a) Total continuous postal career service in the Carrier Craft within the installation.

(b) Total postal career service in the Carrier Craft within the installation.

(c) Total postal career service in the Carrier Craft.

(d) Total postal service.

(e) Total federal service.

(f) Total federal service as shown in the service computation date on the employee’s Form 50.

Seniority tie breaker. The seniority tie breaker provisions of Section 2.B.7 come into play only if the “relative standing on the appointment register” rule of Section 2.B.6 fails to resolve a tie in seniority. In that case the tie is resolved by applying the tie-breaking steps of Section 2.B.7(a)-(f). Each step is applied in sequence until the tie is broken; i.e., if (a) does not resolve the tie then (b) is applied, and so forth. The “leave computation date,” currently box 14 of PS Form 50, is used to determine “total federal service” for the purpose of applying Article 41.2.B.7(f). See Step 4 E90N-4E-C 95058006 (M-01469), August 29, 2002.
Chapter 5

Protecting PTFS Work Hours
Protecting PTFS Work Hours

In many stations management has attempted to cut the work hours of the PTFS carriers although there is work available for them. When asked why the answer is usually that a PTFS is not guaranteed 8 hours of work. Although this is true there are steps that can be taken by the Steward to ensure that PTFS carriers work as many hours as possible.

Our National Agreement provides that an employee on a temporary hold-down will work the schedule of that assignment (see “Schedule status and opting” on page 41-14, JCAM). Even this does not guarantee an 8 hour day (see “Removal from hold-down” on page 41-13 of the JCAM), but now the PTFS has an entitlement that did not exist before.

Another persuasive tool available to the Steward can be found on the bottom of page 8-12 of the JCAM (see “Implementing the memorandum…”). That memorandum, M-00884, is included in this packet.

The memorandum basically states that management is contractually obligated to seek auxiliary assistance before assigning overtime to a carrier who is not on the ODL. PTFS carriers are specifically mentioned on page 8-12 of the JCAM in this regard.
vacancy (H1N-3U-C 13930, November 2, 1984, C-04484). Of course, management may decide to assign an employee to a residual vacancy pursuant to Article 41, Section 1.A.7 at any time, but the employee may not be required, and may not volunteer, to work the new assignment until the hold-down ends.

**Removal from hold-down.** There are exceptions to the rule against involuntarily removing employees from their hold-downs. Part-time flexible employees may be "bumped" from their hold-downs to provide sufficient work for full-time employees. Full-time employees are guaranteed 40 hours of work per service week. Thus, they may be assigned work on routes held down by part-time employees if there is not sufficient work available for them on a particular day (H1N-5D-C 6601, September 11, 1985, M-0097). In such cases the part-time flexible employees' opt is not terminated. Rather, they are 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-0293), which provides that:

A PTF, 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 "hold-down" to which the PTF opted may be pivoted if there is insufficient work available to provide a full-time carrier with eight hours of work.

Another exception occurs if the Local Memorandum allows the regular carrier on a route to "bump" the Carrier Technician to another route when the regular carrier is called in on a non-scheduled day to work on his/her own route. In such cases, the Carrier Technician is allowed to displace an employee who has opted on an assignment if none of the other routes on the string is available. In such cases a part-time flexible employee's opt is not terminated. Rather, he/she is temporarily "bumped" on a day-to-day basis. See Step 4, N8-N-0176, January 9, 1980 (M-00154).

**PTF pay status and opting.** Although a part-time flexible employee who obtains a hold-down must be allowed to work an assignment for the duration of the vacancy, he or she does not assume the pay status of the full-time regular carrier being replaced. A part-time flexible carrier who assumes the duties of a full-time regular by opting is still paid as a part-time flexible during the hold-down. PTF's are not guaranteed eight hours daily or forty hours weekly work if no work is available.

PTF's do not receive holiday pay for holidays which fall within the hold-down period. Instead of being eligible for holiday pay, PTFs are paid at a slightly higher hourly rate than full-time employees (see
Article 11, Section 7). PTFs do not receive “out-of-schedule” pay see (ELM Section 434.6).

**Schedule status and opting.** Employees on hold-downs are entitled to work the regularly scheduled days and the daily hours of duty of the assignment (see H8N-1M-C 23521, June 2, 1982, M-00239). These scheduling rights assumed by all hold-down carriers, whether full-time or part-time, create some of the most perplexing problems in the opting process. In the area of schedule status, two key distinctions must be considered. First, there is a difference between a guarantee to work and a right to days off. Second, when an opting employee is denied work within the regular hours of a hold-down, “out-of-schedule overtime” may not be the appropriate remedy.

**Scheduled days and opting.** The distinction between the guarantee to work certain scheduled days and the right to specific days off is important. An employee who successfully opts for a hold-down assignment is said to be guaranteed the right to work the hours of duty and scheduled days of the regular carrier. It must be noted, however, that days off are “assumed” only in the sense that a hold-down carrier will not work on those days unless otherwise scheduled. In other words, a hold-down carrier is not guaranteed the right to not work on non-scheduled days. Of course, this is the same rule that applies to the assignment’s regular carrier, who may, under certain conditions, be required to work on a non-scheduled day.

For example, suppose there is a vacant route with Thursday as the scheduled day off. The carrier who opts for such a route is guaranteed the right to work on the scheduled work days, but is not guaranteed work on Thursday. This does not necessarily imply that Thursday is a guaranteed day off; the carrier on a hold-down may be scheduled to work that day as well, either on or off the opted-for assignment. However, management may not swap scheduled work days with days off in order to shift hours into another service week to avoid overtime or for any other reason. To do so would violate the guarantee to work all of the scheduled days of the hold-down.

**Remedies and opting:** Where the record is clear that a PTF 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 worked 40 hours per week during the opting period (or 48 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
2) Overtime that is concurrent with (occurs during the same time as) overtime worked by a letter carrier on the employee’s own route on one of the employee’s regularly scheduled days is not counted as an “opportunity missed” for the purposes of administration of the Overtime Desired List.

**Carrier Technicians.** Overtime worked by a Carrier Technician on the Overtime Desired List on the specific route to which properly assigned on a given day, is **not counted** or considered in determining whether overtime has been “equitably” distributed among carriers on the list. Overtime worked by a Carrier Technician on the Overtime Desired List **is counted** in the consideration of the equitable distribution of overtime hours at the end of the quarter when: a) the overtime is not on a regularly scheduled day or b) the overtime is worked on any route in the delivery unit other than the specific route to which properly assigned on a given day. See Step 4, C94N-4C-C 98099737, October 2, 1998 (M-01323).

**The “Letter Carrier Paragraph.”** For many years Section 8.5.C.2.d also gave management the right to require a letter carrier working on his/her own route on a regularly scheduled day to work mandatory overtime rather than assigning the overtime to a carrier from the Overtime Desired List. However, in the Overtime Memorandum first negotiated as part of the 1984 National Agreement, the Postal Service and the NALC added the following qualification, known as the “letter carrier paragraph”.

In the Letter Carrier Craft, where management determines that overtime or auxiliary assistance is needed on an employee’s route on one of the employee’s regularly scheduled days and the employee is not on the overtime desired list, the employer will seek to utilize auxiliary assistance, when available, rather than requiring the employee to work mandatory overtime.

(The complete text of this memorandum is reprinted at the end of this article.)

National Arbitrator Mittenthal ruled in H4N-NA-C-21, June 26, 1986 (C-06297), that this paragraph was an enforceable obligation.

**Implementing memorandum on “letter carrier paragraph.”** A memorandum of understanding signed December 20, 1988 (M-00884) further explained the requirement to seek to use auxiliary assistance before requiring a carrier not on the ODL or work assignment list to work overtime. Management must seek to use all of the following to provide auxiliary assistance:

- casuals
- part-time flexibles at the straight-time or regular overtime rate
- transitional employees at the straight-time or regular overtime rate
- available full-time regular employees such as unassigned or reserve regulars at the straight time rate
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES POSTAL SERVICE AND
THE NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

This Memorandum of Understanding represents the parties consensus on clarification of interpretation and issues pending national arbitration regarding letter carrier overtime as set forth herein. In many places in the country there has been continued misunderstanding of the provisions of Article 8 of the National Agreement; particularly as it relates to the proper assignment of overtime to letter carriers. It appears as if some representatives of both labor and management do not understand what types of overtime scheduling situations would constitute contract violations and which situations would not. This Memorandum is designed to eliminate these misunderstandings.

1. If a carrier is not on the Overtime Desired List (ODL) or has not signed up for Work Assignment overtime, management must not assign overtime to that carrier without first fulfilling the obligation outlined in the "letter carrier paragraph" of the Article 8 Memorandum. The Article 8 Memorandum provides that "... where management determines that overtime or auxiliary assistance is needed on an employee's route on one of the employee's regularly scheduled days and the employee is not on the overtime desired list, the employer will seek to utilize auxiliary assistance, when available, rather than requiring the employee to work mandatory overtime." Such assistance includes utilizing someone from the ODL when someone from the ODL is available.

2. The determination of whether management must use a carrier from the ODL to provide auxiliary assistance under the letter carrier paragraph must be made on the basis of the rule of reason. For example, it is reasonable to require a letter carrier on the ODL to travel for five minutes in order to provide one hour of auxiliary assistance. Therefore, in such a case, management must use the letter carrier on the ODL to provide auxiliary assistance. However, it would not be reasonable to require a letter carrier on the ODL to travel 20 minutes to provide one hour of auxiliary assistance. Accordingly, in that case, management is not required to use the letter carrier on the ODL to provide auxiliary assistance under the letter carrier paragraph.

3. It is agreed that the letter carrier paragraph does not require management to use a letter carrier on the ODL to provide auxiliary assistance if that letter carrier would be in penalty overtime status.
4. It is further agreed that the agreement dated July 12, 1976, signed by Assistant Postmaster General James C. Gildes and NALC President James H. Rademacher, is not in effect. In cases where management violates the letter carrier paragraph by failing to utilize an available letter carrier on the ODL to provide auxiliary assistance, the letter carrier on the ODL will receive as a remedy compensation for the lost work opportunity at the overtime rate.

5. There is normally no monetary remedy for a carrier improperly required to work overtime on his own route. However, on a one-time, nonprecedential basis, the Postal Service will pay $7 for each hour of overtime worked to each carrier who has a timely grievance pending at Step 2 or 3 as of the date of this agreement. In order to recover, the grievant must establish that he/she was not on the ODL or work assignment list and was required to work overtime in violation of the principles set forth above.

Joseph J. Mahon, Jr.
Assistant Postmaster General
Labor Relations Department

DATE 12/16/88

Vincent R. Sombrotto
President

DATE 12/20/88

National Association of Letter Carriers, AFL-CIO