

Opting

When an assignment is temporarily vacant for five days or more (because the regular letter carrier is on vacation or ill, or the assignment temporarily has no regular letter carrier assigned, etc.), certain letter carriers may exercise the right to opt to work (or hold-down) that assignment for the duration of the temporary vacancy.

Eligibility—Page 41-10 of the 2014 USPS-NALC Joint Contract Administration Manual (JCAM) defines which letter carriers are eligible to opt on temporarily vacant assignments by stating:

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

Rights—Section 3. Other Provisions Article 41 – Letter Carrier Craft (found on page 145 of the National Agreement) further addresses the rights of PTFs and CCAs to opt or hold-down temporarily vacant assignments. That language reads:

Section 2.B

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. City carrier assistants may exercise their preference (by use of their relative standing as defined in Section 1.f of the MOU, Re: City Carrier Assistant) for available fulltime craft duty assignments of anticipated duration of five (5) days or more in the delivery unit to which they are assigned that are not selected by eligible career employees.

Five-day duration—Opting is permitted when vacancies are anticipated 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. However, these anticipated five days may include holidays. The national parties agreed in a pre-arbitration settlement (H8N-4E-D 14090, July 1, 1982, M-00237) that:

A temporary vacancy of five (5) days or more that includes a holiday may be opted for, per Article 41, Section 2B.

Waiting period—After CCA letter carriers have been hired, they have a waiting period before they can opt on temporary vacancies. This was addressed by the national parties' joint "Questions and Answers, 2011 USPS/NALC National Agreement" (M-10833), found on pages 7-20 through 7-30 of the JCAM. Question 65 clarifies the waiting period before newly hired CCAs can opt, as follows:

65. 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."

Posting—The National Agreement does not set forth specific procedures for 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 (LMOUs) or past practice (memorandum, Feb. 7, 1983, M-00446). The LMOU or past practice may include: method of making known the availability of assignments for opting, method for submission, a cutoff time for submission and duration of hold-down. In the absence of an LMOU provision or mutually agreed-upon local policy, the bare provisions of Article 41.2.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.

For the posting procedures in your office, consult your shop steward or NALC branch officer.

Duration—Article 41.2.B.5 of the National Agreement 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 regular 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, 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-00748). 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.

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Opting (continued)

Break in Service—An exception to the duration clause for CCAs on a five-day service break between 360-day terms is addressed by questions 69 and 70 of the national parties’ joint “Questions and Answers, 2011 USPS/NALC National Agreement” (M-10833), which state:

69. Will the 5-day break in service between 360-day terms end an opt (hold-down)?

No.

70. 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 workdays. In such case the opt is for the five day period of the break.

Bumping—CCAs can be “bumped” from a hold-down to provide a PTF employee assigned to the same location with 40 hours of straight time work to which they are entitled under Article 7.1.C of the National Agreement. Question 67 of the national parties’ joint “Questions and Answers, 2011 USPS/NALC National Agreement” (M-10833) clarifies this as such:

67. 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.

Removal from Hold-Down—There are exceptions to the rule against involuntarily removing employees from their hold-downs. PTF and CCA 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 or city carrier assistant employees if there is not sufficient work available for them on a particular day (H1N-5D-C 6601, Sept. 11, 1985, M-00097).

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 as a last resort—Bumping is a last resort, as reflected in a Step 4 settlement (H1N-5D-C 7441, Oct. 25, 1983, M-00293), which provides:

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 assign-

ment. 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.

In the above language, as well as any other language regarding the application of opting and hold-down rules, the provisions that apply to PTFs also apply to CCAs. Question 66 of the national parties’ joint “Questions and Answers, 2011 USPS/NALC National Agreement” (M-10833) clarifies this as such:

66. Is there a difference in the application of opting (hold-down) rules between part-time flexible city carriers and CCAs?

No.

Again, removal from hold-downs should always be a last resort, provided that no other work is available in the delivery unit that the part-time flexible or full-time employees can perform.

Another exception—Some LMOUs allow 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 on the technician’s string if none of the other routes on the string are available. In this situation, a part-time flexible or city carrier assistant employee’s opt is not terminated. Rather, he/she is temporarily “bumped” on a day-to-day basis. (See Step 4, N8-N-0176, Jan. 9, 1980, M-00154.)

Bidding—An opting employee may bid for and obtain a new, permanent full-time assignment during a hold-down. A national pre-arbitration settlement (H1N-5G-C 22641, Feb. 24, 1987, M-00669) 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.

Pay and scheduling—While opting employees are entitled to work the regularly scheduled days and the daily hours of duty of the assignment, they do not assume the pay status of the full-time regular carrier being replaced. A part-time flexible or city carrier assistant who assumes the duties of a full-time regular by opting is still paid as a part-time flexible or city carrier assistant, as appropriate, during the hold-down. While they are entitled to work the regularly scheduled days and the daily hours of duty of the assignment for the duration of the vacancy, PTFs and city carrier assistants are not guaranteed eight hours daily or 40 hours weekly work by virtue of the hold-down alone. PTFs and CCAs on hold-downs are also not guaranteed the right to not work on non-scheduled days.