

Contract Administration Unit

Brian Renfro, Executive Vice President
Lew Drass, Vice President
Christopher Jackson, Director of City Delivery
Manuel L. Peralta Jr., Director of Safety and Health
Dan Toth, Director of Retired Members
Jim Yates, Director of Life Insurance

Opting

When an assignment is temporarily vacant for five days or more, a special procedure called “opting” grants certain letter carriers the right to “hold-down” the assignment for the duration of the vacancy. This article will explain the rules and regulations covering the opting process.

The 2014 USPS-NALC *Joint Contract Administration Manual (JCAM)* explains which assignments are available on page 41-12:

Duty Assignments Eligible for Opting

Vacancies in full-time Grade One assignments, including Reserve Regular assignments, are available for opting.

Due to the Memorandum of Understanding (MOU) Re: Pay Schedule Consolidation, letter carriers occupying Grade One assignments were slotted into the equivalent step in Grade Two of their respective pay schedules. As a result of this MOU, no assignments are currently classified as Grade One. For the purposes of applying the opting language, regular full-time routes are the equivalent of former Grade One assignments. Temporarily vacant “carrier technician” assignments are not available for opting under this provision. Instead, these assignments are filled in accordance with Article 25.

Articles 41.2.B.3 and 41.2.B.4, found on pages 116-117 of the 2016 National Agreement, define which employees are eligible to opt on available temporary vacancies:

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. City carrier assistants may exercise their preference (by use of their relative standing as defined in Section 1.f of the General Principles for the Non-Career Complement in the Das Award) 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 that are not selected by eligible career employees.

Except where a local past practice provides for a shorter period, vacancies lasting less than five days need not be filled as hold-downs. Clarifying the meaning of this five-day requirement, National Arbitrator Clark Kerr held that opting is permitted when vacancies are expected to include five or more workdays, rather than vacancies that span a period of five calendar days but may have fewer than five days of scheduled work. These anticipated five days may include a holiday (M-00237).

M-00237, as well as many other key contractual “M” documents, can be found in the Materials Reference System (MRS) at nalc.org/mrs.

While city carrier assistants (CCAs) are entitled to opt on temporary vacancies, they must wait 60 calendar days after being hired before exercising this right. This was addressed by the national parties’ joint Questions and Answers 2011 USPS/NALC National Agreement (M-01870):

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.

The National Agreement does not set forth specific procedures for announcing vacancies available for opting. However, procedures for announcing vacancies and procedures for opting for hold-down assignments may be governed by local memorandums of understanding (LMOUs) or a binding past practice; see the Memorandum of Agreement dated 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 binding past practice, the 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 opting procedures in your office, consult your shop steward or NALC branch officer.

Article 41.2.B.5 of the National Agreement provides that once an available hold-down assignment 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).

There are situations in which carriers temporarily vacate hold-down positions for which they have opted (for example, an absence due to leave). This employee may reclaim and continue a hold-down upon returning to duty—see Step 4 settlement, 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.

Additionally, a CCA who has opted for an assignment does not lose the hold-down during the mandatory break in service between appointments. This issue is addressed in M-01870, which states the following:

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

No.

(continued on next page)

Opting (continued)

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.

There are some exceptions to provisions that require an employee to work the hold-down assignment for the duration of the vacancy. CCAs may be “bumped” from a hold-down to provide a part-time flexible (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. This issue is clarified in M-01870:

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.

In addition, both PTF and CCA employees may be bumped from a hold-down assignment to provide sufficient work for full-time employees. Since full-time employees are guaranteed 40 hours of work per service week, they may be assigned work on routes held down by a PTF or CCA if there is not sufficient work available for them on a particular day (see M-00097).

Bumping a PTF or CCA from a hold-down 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 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.

While M-00293 only references PTF letter carriers, the national parties have agreed that rules pertaining to opting apply to CCAs as well. This understanding is stated in M-01870:

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

No.

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 or her own route. In such cases, the carrier technician can 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, the employee’s opt is not terminated. Rather, he or she is temporarily bumped on a day-to-day basis, see Step 4, N8-N-0176, Jan. 9, 1980 (M-00154).

Regardless of the reason a PTF or CCA is bumped from a hold-down on a day-to-day basis, the opt is not terminated. The employee retains the right to the opted assignment once the need for bumping has ended.

One other exception to the duration language in Article 41.2.B.5 pertains to CCAs on a hold-down assignment when they are converted to full-time regular career status. Article 41.1.A.7 gives management the right to assign a newly converted employee to a residual vacancy within the installation. However, due to the duration provision mentioned earlier, the employee would have been required to remain on the hold-down until temporary vacancy ends. To clarify these perceived competing provisions, the parties signed a Letter of Intent Re: Opting Duration, found on pages 222-223 of the 2016 National Agreement, modifying this requirement. This letter states in pertinent part:

Of course, management may decide to assign an employee to a residual vacancy pursuant to Article 41.1.A.7 at any time, but the employee may not be required to work the new assignment until the hold-down ends. However, the employee may voluntarily choose to end the hold-down and assume the new assignment in this circumstance.

A full-time employee who has opted may also 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.

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 PTF or CCA who assumes the duties of a full-time regular by opting is still paid his or her regular rate of pay 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 CCAs are not guaranteed eight hours daily or 40 hours weekly work by virtue of the hold-down alone. In addition, PTFs and CCAs on hold-downs are not guaranteed the right to not work on non-scheduled days.

Letter carriers with questions regarding the opting provisions contained in the National Agreement, LMOU provisions and relevant past practices in the employing office should contact their shop steward or branch officer.