

Opting (hold-down) assignments explained

As a new carrier, you may have heard the phrase “opting on a vacant route,” but not understood what it meant. Or someone may have asked you, “Did you put in a bid for a hold-down?” and you weren’t sure what they were asking. These phrases can be confusing if you don’t know the definition of an opt or hold-down assignment. Maybe you know what the terms mean but are uncertain about all the applicable rules. This article will help new members understand what opting is and how it works for city carriers.

Article 41, Section 2.B.4 of the 2019-2023 USPS-NALC National Agreement addresses opting or hold-down rights for city carriers. Pages 41-9 through 41-15 of the *USPS-NALC Joint Contract Manual (JCAM)* incorporates language that further explains the national parties’ understanding of the opting provisions and the related rules.

The terms “opting” and “hold-down” mean the same thing. Opts are also called “hold-downs” because an employee is said to be “holding down” the assignment until the regular letter carrier returns or a regular letter carrier is assigned. An assignment is a route or other work performed by a full-time regular letter carrier on a daily basis. When a regular assignment is temporarily vacant for five days or more (because the regular letter carrier is on vacation, is ill, the assignment temporarily has no regular letter carrier assigned, or for other reasons), eligible letter carriers may exercise their right in the delivery unit to which they are assigned to opt to work (or hold down) that assignment for the duration of the temporary vacancy. You

do this by submitting a request to the supervisor who oversees the full-time assignment. The request should be submitted in writing, and you should keep a copy of the request.

Full-time reserve (FTR), full-time flexible (FTF), unassigned full-time regular (UAR), part-time flexible (PTF) and city carrier assistant (CCA) letter carriers all have the right to “opt” on temporarily vacant full-time regular assignments. Requests for opt assignments are awarded first to eligible career carriers by seniority. If no eligible career letter carrier has requested to work the assignment, the opt will be awarded to the eligible CCA with the highest relative standing who requested it and who is not already on another opt.

New CCAs with no experience as a career city carrier must fulfill a 60-calendar day waiting period before they can opt on a hold-down assignment. 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 include 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. The LMOU or past practice may include the method of making known the availability of assignments for opting, the method for submitting requests, a cutoff time for submission, and the duration of hold-down. In the absence of an LMOU provision or mutually agreed-upon local policy, 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.

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. However, there are some exceptions to this duration clause. These exceptions are for situations in which carriers temporarily vacate hold-down positions for which they have opted—for example, vacation. In those cases, such an employee may reclaim and continue a hold-down upon returning to duty. If the opting employee’s absence is expected to include at least five days of work, the vacancy qualifies as a new hold-down within the original hold-down. These openings are filled as regular hold-downs, and the first opting carrier resumes his or her hold-down upon returning to duty—until the regular carrier returns.

Another exception to the duration clause is when CCAs reach their five-day service break between 360-day terms. If the CCA’s five-day break in service creates a vacancy of five workdays, an “opt within an opt” can be created. In such cases, the new opt is for the five-day period of the break. The original CCA holding the

opt assignment will reclaim the opt when he or she returns, unless the regular carrier has resumed work on the assignment in the interim.

An opting employee may bid for and obtain a new, permanent full-time assignment during a hold-down. A national pre-arbitration settlement established that in such an instance, the 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. If a CCA is converted to career while on a hold-down opt, the CCA has the option to remain on the hold-down assignment for its duration or move to the new bid assignment. Management may decide to assign a full-time employee to a residual vacancy at any time, but the opting employee may not be required to work the new assignment until the hold-down ends. However, if this happens the employee may voluntarily choose to end the hold-down at any time and assume the new assignment.

PTFs and CCAs may be “bumped” from their hold-downs 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 PTF or CCA employees, if there is not sufficient work available for them on a particular day. In these situations, the PTF or CCA’s opt is not terminated. Rather, the employee is temporarily “bumped” on a day-to-day basis. In a national Step 4 settlement, the parties agreed that a PTF or CCA temporarily assigned to an opted route

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, in some cases, the route of the hold-down to which the PTF or CCA has opted may be pivoted if there is insufficient work available to provide a full-time carrier with eight hours of work.

A CCA also may be bumped from a hold-down to provide a PTF assigned to the same work location with 40 hours of straight time work to which he or she is entitled under Article 7.1.C of the National Agreement. The National Agreement clarifies that 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. However, these exceptions do not mean that management can automatically bump a CCA from his or her hold-down to provide work for PTF or full-time regular letter carriers.

Removal from hold-downs should be a last resort, provided that there is no other work available in the delivery unit that the PTF or full-time employees can perform.

Another bumping exception occurs if the LMOU 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 or her own route. On these occasions, 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.

Although a PTF or CCA 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 PTF or CCA who assumes the duties of a full-time regular by opting still is paid as a PTF or CCA, as appropriate, during the hold-down. While they must be allowed to work 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. Additionally, PTFs and CCAs on a hold-down opt are not entitled to the non-scheduled day of the assignment. PTFs and CCAs still may be scheduled to work, perhaps on another assignment. Because opting employees are entitled to work the scheduled days and hours of an opted assignment, opting in some instances may create a six-day workweek. Management may not swap scheduled workdays 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.

If you believe the Postal Service is violating any of your rights related to opting on vacant assignments, be sure to promptly inform your shop steward or an NALC branch officer. For more information on opting, seniority, relative standing and many other topics important to letter carriers, read the *Letter Carrier Resource Guide* available at nalc.org/resourceguide. **PR**