

# *Article 37*

## *Questions & Answers*

*The United States Postal Service  
and  
The American Postal Workers Union  
AFL-CIO*

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**ARTICLE 37  
CLERK CRAFT****QUESTIONS AND ANSWERS**

**Section 1. Definitions**  
**Section 2. Seniority**  
**Section 3. Posting, Bidding, and Application**  
**Section 4. Unencumbered Employees**  
**Section 5. Conversion/Part-Time Flexible Preference**  
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**Section 9. Computerized Forwarding System**  
**Section 10. Listing of Key and Standard Positions**

\*Q & A on these Sections of Article 37 may be developed in the future.

- **Changes to Article 37, Section 4.D (Assignment of Unencumbered Employees) and related Article 37 JCIM Questions and Answers become effective August 3, 2007.**
- **The bid count started on November 21, 2006.**

**The elimination of Part-Time Flexible Clerks in 200 man-year offices must be accomplished by December 1, 2007.**

- **Where possible Article 37 JCIM Questions and Answers have been written to reflect the post-December 1, 2007 “All Full-Time Regular” status of 200 work year offices.**
- **All Clerk Craft employees will receive a one pay level upgrade effective February 16, 2008.**
- **Wherever Article 37 JCIM Questions and Answers involve issues of level , the upgraded level and current level have been designated as:**

**[UL/(CL)]; UL = upgraded level, CL = current level; [PS-6/(PS-5)].**

**SECTION 1 – DEFINITIONS****1. What is meant by the term “status” when it is used in the Clerk Craft?**

**Response:** “Status” is a reference to the employee’s category: a) full-time; b) part-time regular; or c) part-time flexible.

**Section: 1.A****2. Does the term *craft group* include all senior and best qualified clerk craft positions?**

**Response:** Yes.

**Section: 1.A****3. Are all positions with *clerk* in the title included in the clerk craft?**

**Response:** No. There are several positions such as Maintenance Control Clerk, Administrative Clerk VMF, General Clerk VMF, which are not clerk craft positions.

**Section: 1.B****4. Are the terms *duty assignment* and *position interchangeable*?**

**Response:** No. The definition of duty assignment is unambiguous and states in part “within recognized positions.” For example, there is only one Mail Processing Clerk position, while Mail Processing Clerk duty assignments number in the thousands. However, there have been many instances in which these terms were used interchangeably.

**Section: 1.B****5. Does the term *duty assignment* apply to part-time regular assignments?**

**Response:** Yes.

**Section: 1.C****6. Is computerized or telephone bidding mandatory?**

**Response:** Computerized or telephone bidding is mandatory when both methods are available to all employees in a facility (e.g. general mail facility, plant, station, branch, air mail facility, etc).

**Section: 1.C and 1.D****7. What is the difference between *bid* and *application*?**

**Response:** Full-time and part-time regular clerks bid for duty assignments which are posted as senior qualified. Full-time regular, part-time regular, and part-time flexible clerks apply for duty assignments which are posted as best qualified. Senior qualified duty assignments are posted for bid and residual best qualified duty assignments are posted for application.

**Section: 1.E and 1.F**

**8. What is the difference between the *abolishment* and the *reversion* of a duty assignment?**

**Response:** A duty assignment is abolished if occupied; reverted if vacant.

**Section: 1.E**

**9. Does sectional excessing always follow when a duty assignment is abolished in a section which is defined pursuant to Article 30.B.18?**

**Response:** No. For example, a duty assignment could be abolished and then placed under a different position in the same section (e.g., an FSM Operator duty assignment is abolished and a Mail Processing Clerk duty assignment is created in the same section). This circumstance would result in an abolishment but no excessing because the number of occupied duty assignments in the section is not reduced. Such newly created duty assignment would be posted pursuant to Article 37.3.A.1.

**Section: 1.H**

**10. When does a duty assignment that remains vacant after the completion of the bidding process become a residual vacancy?**

**Response:** On the date the award notice is posted pursuant to Article 37.3.F.1.a.

**Section: 1.H**

**11. Does the term *residual vacancy* have more than one meaning?**

**Response:** No. Article 37.1.H defines a residual vacancy as “a duty assignment that remains vacant after the completion of the voluntary bidding process.” However, what is done with a residual vacancy depends on the individual circumstances. For example, when withholding duty assignments pursuant to Article 12, the duty assignments (residual vacancies) which remain vacant after completion of the voluntary bidding process and assignment of unencumbered employees are withheld. Also considered residual vacancies, are vacancies which remain after best qualified duty assignments are posted for application.

**Section: 1.J**

**12. What is meant by the term *currently qualified*?**

**Response:** An employee is currently qualified for a posted duty assignment if he/she has a live record on all of the duty assignment’s qualifications and can assume the duty assignment without a deferment period.

To have a live record on a qualification, an employee must either: 1) be currently working an assignment requiring the same qualification or, 2) have worked an assignment requiring the same qualification within the past two years (five years for positions listed in Article 37.3.F.7).

**Section: 1.K****13. What is the definition of the term *skill*?**

**Response:** Any task which requires a deferment period and training constitutes a skill under Article 37 (e.g., scheme training, window training, machine training, bulk mail training, computer skills training, etc). In addition, certain tasks which do not require postal training are considered skills (e.g., the ability to type, stenographer qualifications, etc).

**Section: 1.K****14. When does an employee have a *live record* on a scheme or machine skill?**

**Response:** An employee has a live record beginning when the employee qualifies on a scheme or machine skill. The employee continues to have a live record as long as the employee continues to use that scheme or skill, and for two years thereafter. Note that a full-time regular or part-time regular employee is considered to cease performing the duties which require a skill when the employee no longer holds a duty assignment requiring the skill. For example, a full-time clerk occupying an assignment requiring zones 3 and 6 is designated the successful bidder on an assignment requiring zones 4 and 7 and is placed in the new assignment effective November 1, 2007. This employee would have a live record on zones 3 and 6 through October 31, 2009.

**Section: 1.K****15. When does an unencumbered full-time employee or a part-time flexible employee have a live record?**

**Response:** As with full-time and part-time regular employees, a live record for full-time unencumbered and part-time flexible employees begins when they qualify and ends two years after they discontinue using the skill. For example, a part-time flexible qualifies on zone 3 and continues to work zone 3 until being reassigned from the main post office to a station on November 1, 2007. As of that date, the employee no longer works zone 3. The employee continues to have a live record on zone 3 for two years, through October 31, 2009.

**Section: 1.K****16. Does an employee have a live record for the skill of operating a motor vehicle?**

**Response:** No, for driving an employee must have a valid state license.

**Section: 1.K****17. Must the “one year of experience on the window” requirement on the Lead Sales and Service Associate, Finance Clerk and Window Service Technician positions be within five years of the bid?**

**Response:** No. The five years is for live record purposes only.

**Section: 1.K**

**18. When does a window clerk, or an employee working another job listed in Article 37.3.F.7, have a live record?**

**Response:** The employee has a live record upon qualification and continues to have a live record for five years after the employee discontinues performing the duties requiring the skills. Note that a full-time regular or part-time regular employee is considered to cease performing the duties which require a skill when the employee no longer holds a duty assignment requiring the skill.

**Section: 1.K**

**19. An employee is the senior bidder on a window assignment but remains a live bidder on a duty assignment without a window requirement. The employee completes window training, and while waiting for the test results, becomes the successful bidder on the duty assignment without a window requirement. Does the employee have a live record on the window?**

**Response:** If the employee completed the full window training, passed the test and was compensated, the employee has a live record on the window requirement.

**Section: 1.K**

**20. If an employee who is not the senior bidder has a live record at the time the posting results are announced, is he/she still considered to have a live record if, at the time the duty assignment falls to the employee, the live record has expired?**

**Response:** Yes, since the employee had a live record at the time the bids were announced. Any training would be brush-up.

**Section: 1.K**

**21. Do the normal live record rules change for duty assignments listed in 37.3.F.7?**

**Response:** No. For example, an SSDA who had a scheme would have a 5 year live record for the window, but only a 2 year live record for the scheme.

**Section: 1.K**

**22. May an employee's live record be extended for any reason?**

**Response:** No. An employee can only be deemed to have a live record in accordance with Article 37.1.K. Live records are used for the bid procedure and the involuntary assignment of unencumbered employees.

**Section: 1.K**

**23. If a full-time clerk on the overtime desired list holds a duty assignment requiring the zone 3 scheme and has a live record on the zone 6 scheme, is the employee considered *available and qualified* under Article 8, Section 5, for overtime requiring zone 6 distribution?**

**Response:** No. A live record is for the purposes of bidding and the assignment of unencumbered employees. In the above example, the employee is not considered to have the necessary skills and, therefore, should not be part of the overtime desired list selection procedure. However, employees who have no scheme knowledge or some scheme knowledge may be assigned to scheme distribution (including overtime work after the overtime desired list election procedure for employees possessing the scheme responsibility is exhausted). In such instances, visual aids will be provided to facilitate accurate mail distribution. Such employees are not held accountable for scheme knowledge proficiency, but are held accountable for the accuracy of the distribution performed.

**Section: 1.K****24. Are part-time regular employees covered by the *live record* provisions?**

**Response:** Yes, the live record of a part-time regular employee is administered the same as for a full-time regular employee.

**Section: 1.L****25. When a regular clerk is the senior bidder and has a live record for all the required skills of a posted assignment, is the employee designated the senior bidder or the successful bidder?**

**Response:** The employee is designated the successful bidder and, if applicable, provided brush-up training in accordance with the Memorandum of Understanding (Re: Brush-Up Training) and appropriate postal handbooks.

**Section: 1.L****26. What happens if an employee is currently qualified for a duty assignment but requires brush-up training?**

**Response:** The employee is designated the successful bidder, placed into the schedule of the awarded assignment within the negotiated time frame, and provided with the appropriate number of brush-up training hours.

**Section: 1.L****27. Can an employee fail to qualify on brush-up training?**

**Response:** No. The employee is not tested and, therefore, cannot fail to qualify. Rather, the employee is considered currently qualified. The employee is designated the successful bidder, placed into the assignment, and provided with the appropriate number of brush-up training hours.

**SECTION 2 – SENIORITY****Section: 2.D.1****28. How many seniority lists are required for the clerk craft?**

**Response:** Only one seniority list is authorized under Article 37. This list includes all full-time and all part-time regular clerks. Previously, separate lists were maintained for each level, with separate lists for part-time regulars and best qualified positions. These lists have been merged.

**Section: 2.C and 2.D.1****29. Is management required to follow seniority in making day-to-day assignments?**

**Response:** Only employees holding Mail Processing Clerk duty assignments have day-to-day seniority rights, as provided in the May 9, 2002 Memorandum of Understanding RE: Mail Processing Clerk Position.

**Section: 2.C and 2.D.1****30. Are provisions of a Local Memorandum of Understanding which require management to "normally" consider seniority when assigning employees within a tour and/or section valid and enforceable?**

**Response:** Yes. However, such requirement only applies normally and it is understood that there are circumstances under which a normal guide would not control.

**Section: 2.C and 2.D.1****31. Does the Memorandum of Understanding RE: Mail Processing Clerk Position provide full-time Mail Processing Clerks day-to-day seniority rights?**

**Response:** Yes, when moving employee(s) with the same skills out of their principal assignment area.

**Section: 2.C and 2.D.1****32. What does day-to-day seniority mean for this application (full-time Mail Processing Clerks)?**

**Response:** It means that when the employer determines a need to assign an employee or a number of employees outside their principal assignment area, the employees are moved by juniority (except when a junior employee with a scheme assignment has not reached the current minimum 30 hour sortation during the accounting period). As an example, there are two employees with the same skills in their duty assignment and same principal assignment area and management determines it needs one to work outside the principal assignment area. When moving the employee, management will take the junior employee with the necessary skills.



**Section: 2.D.1 and Article 12.2**

**33. If a full-time or part-time regular clerk is voluntarily reassigned to another craft or promoted to a non-bargaining unit position at the same or a different installation, and the employee voluntarily returns to the same craft and installation within one year, does the employee begin a new period of seniority?**

**Response:** No. When an employee returns to the clerk craft in the same installation within one year, the employee retains seniority previously acquired in the craft and installation, without credit for time spent outside the clerk craft. The status of the employee (full-time or part-time) is determined by the seniority of the employee pursuant to the national arbitration award in case H7N-2A-C 4340 (Snow), unless it is a 200 **work** year installation in which case they would be full-time.

**Section: 2.D.1 and Article 12.2**

**34. If a clerk craft employee voluntarily transfers to another installation in the clerk craft, then returns to the same craft and installation within one year, what is the employee's seniority?**

**Response:** The employee retains the seniority he/she had on the day the employee left the former installation, without credit for time spent at the other installation. The status of the employee (full-time or part-time) is determined by the seniority of the employee pursuant to the national arbitration award in case H7N-2A-C 4340. (e.g., in an office with less than 200 **work** years, if the returning employee is senior to the senior part-time flexible clerk, the employee is returned to the installation as a full-time regular).

**Section: 2.D.3**

**35. What is meant by the term *register* in Article 37?**

**Response:** Where the word register appears in Article 37, it refers to a list of candidates who passed a common examination(s) which is required for a specific position. Clerk craft registers include: manual, FSM, Mail Processor, and Markup Clerk-Automated.

**Section: 2.D.3 and Article 12.2**

**36. If a part-time flexible clerk is voluntarily reassigned to another craft or promoted to a non-bargaining unit position at the same or a different installation, and the employee voluntarily returns to the clerk craft within one year, does the employee begin a new period of seniority?**

**Response:** Upon returning to the clerk craft, in the original installation only, the employee would be placed at the bottom of the part-time flexible roll. Upon conversion to full-time, the employee would regain seniority previously accrued, with no credit for the time spent outside the craft or installation.

**Section: 2.D.3.a**

**37. How many part-time flexible clerk craft rolls exist in an installation with less than 200 work years?**

**Response:** There is only one part-time flexible clerk craft roll for each installation.

**Section: 2.D.3.a**

**38. If an employee is hired from a manual register and, on the same day, an employee is hired from a machine register, which employee has a higher standing on the part-time flexible roll?**

**Response:** The employee who had the higher score on the parts of the appropriate examination which are applicable to the position for which the employee was hired.

**Section: 2.D.3.a**

**39. Which seniority provisions are used to merge employees from different registers on the part-time flexible roll within installations with less than 200 work years?**

**Response:** Continuous time in the clerk craft in the same installation determines placement on the part-time flexible roll, then, if necessary, application of the tie breakers in Article 37.2.D.4.

**Section: 2.D.3.c**

**40. Can an employee who lost seniority when assigned to a part-time regular duty assignment outside the bid process prior to the 1998 National Agreement, have his/her seniority restored?**

**Response:** Yes, the employee's seniority is restored upon being declared the successful bidder on a full-time duty assignment.

**Section: 2.D.4.h**

**41. How are social security numbers used to break a seniority tie under Article 37.2.D.4.h?**

**Response:** Only the last three digits are used if that will break the tie. For example, using the last three digits, an employee with SSN 987-65-4321 is senior to an employee with SSN 123-45-6789; as 321 is lower than 789. If the last three digits are the same, the tie is broken using the last four digits. For example, using this tiebreaking method, an employee with SSN 555-55-1234 is senior to an employee with SSN 111-11-2234. When it is necessary to use more than three digits, use only the number of digits necessary to break the tie. When breaking a tie between SSN 555-66-7777 and SSN 888-66-7777, seven digits are needed. The employee with SSN 555-66-7777 is senior.

**Section: 2.D.5**

**42. If a clerk is voluntarily reassigned to another craft or promoted to a non-bargaining unit position and returns to the clerk craft after more than one year, is the employee required to begin a new period of seniority?**

**Response:** Yes.

**Section: 2.D.5**

**43. Can a non-bargaining unit employee who returns to the clerk craft in an installation with less than 200 work years after more than one year be assigned to full-time status?**

**Response:** Normally, such employees are assigned to the bottom of the part-time flexible roll. Any such assignments should be made in accordance with the national arbitration award in case H7N-2A-C 4340 (Snow).

**Section: 2.D.5.c**

**44. How is seniority established for an employee who is voluntarily reassigned to another installation in lieu of the involuntary assignment of a junior employee?**

**Response:** Full-time and part-time regular employees take their seniority with them. Part-time flexible employees are placed at the bottom of the part-time flexible roll and, upon conversion to full-time, their seniority includes all part-time flexible service at both the losing and gaining installations.

**Section: 2.D.5.c**

**45. Are clerks who are voluntarily reassigned in lieu of junior employees entitled to retreat rights?**

**Response:** No.

**Section: 2.D.5.c**

**46. Can a senior employee elect to be reassigned in lieu of the involuntary reassignment of a junior employee to another craft within the same installation?**

**Response:** No. Article 12 specifically states that this option is not available.

**Section: 2.D.5.c**

**47. Can senior clerks volunteer to be reassigned to another craft and installation in lieu of junior clerks? If so, do such employees retain their seniority?**

**Response:** Article 12 provides the right for senior volunteers to be reassigned in lieu of junior clerks subject to involuntary reassignment to other crafts in other installations. However, such employees do not take their clerk craft seniority with them. Rather, since they are being assigned to a different craft, their seniority is established according to the provisions of the craft to which reassigned.

**Section: 2.D.5.c**

**48. Can a senior employee elect to be reassigned in lieu of a junior employee in a different status? For example, can a full-time employee elect to be reassigned in lieu of a part-time flexible?**

**Response:** No. A senior full-time employee can replace only a full-time employee; a part-time flexible can replace only a part-time flexible; and a part-time regular can replace only a part-time regular.

**Section: 2.D.5.c**

**49. If a clerk is excessed outside the installation to a lower level duty assignment with saved grade pursuant to Article 37.4.C.6.b, and is later offered and declines retreat rights to his/her former level and craft in the former installation, does the employee lose the saved grade protection?**

**Response:** The clerk would retain saved grade only for the two year period. Thereafter, the clerk must bid or apply to their former level to retain saved grade status.

**Section: 2.D.6**

**50. When involuntarily reassigning employees from other crafts to the clerk craft pursuant to Article 12, how is their seniority established?**

**Response:** By applying the provisions of Article 37.2.D.6.a. Such employees begin a new period of seniority unless some other provision of the National Agreement specifically allows them to keep their seniority.

**Section: 2.D.6**

**51. When a former special delivery messenger had service in the clerk craft prior to the special delivery messenger craft merger, was the employee's seniority restored to the date of the initial clerk craft service upon merging the crafts?**

**Response:** No. The employee's prior clerk craft seniority is not recovered.

**Section: 2.D.7**

**52. When full-time or part-time regular clerks agree to a mutual exchange in accordance with Article 37.2.D.7, do they exchange duty assignments?**

**Response:** No. When full-time or part-time regular clerk craft employees make mutual exchanges, they take the seniority of the junior of the two employees involved and are reassigned as unencumbered full-time or part-time regular employees. They do not exchange duty assignments.

**Section: 2.D.7**

**53. Can Part-time Flexible clerks agree to a mutual exchange?**

**Response:** Yes; however, mutual exchanges are limited to clerks in the same status, (i.e., FTR to FTR, PTR to PTR, PTF to PTF).

**SECTION 3 – POSTING, BIDDING, AND APPLICATION****Section: 3.A**

**54. What are the clerk craft bidding restrictions?**

Type of Restriction	Length of Restriction	Comments
Withdrawal during machine or scheme deferment (37.3.F.3 and 4)	90 days	This restriction is absolute for Article 37 bidding.
Exhaustion of five senior unsuccessful bids (37.3.F.1)	Life of Contract	Exceptions: bidding to a duty assignment for which currently qualified; bidding due to the elimination or reposting of the employee's duty assignment; or bidding to retain saved grade.
Exhaustion of five successful bids (12.3.A)	Life of Contract	Exceptions in Article 12: bidding to a higher level duty assignment; bidding due to the elimination or reposting of the employee's duty assignment; or bidding to a station closer to the employee's place of residence.
Failure of prerequisite training (37.3.E.7)	180 days	Restricted from bidding another assignment within the same position designation.
Failure to demonstrate skill (37.3.F.5)	120 days	Restricted from bidding on duty assignments which require the same skill(s).
Level-[5/(4)] bidding to Level-[6/(5)], [7/(6)], or [8/(7)].	1 year	Restricted to same position description bidding unless back to Level-[5/(4)].

**Section: 3.A**

**55. Are full-time employees who are pending removal eligible to bid on vacant duty assignments for which they would have otherwise been eligible to bid?**

**Response:** Yes.

**Section: 3.A**

**56. May full-time union officers bid, receive and hold duty assignments for which they are currently qualified?**

**Response:** Yes, the contractual requirement to “place” the employee within 28 days is an administrative action. The full-time union official would not be required to physically report to the assignment to be placed.

**Section: 3.A**

**57. Are full-time employees who have received a sixty (60) day notification of their proposed excessing from the craft and/or installation eligible to bid during the interim period on vacant duty assignments for which they would have otherwise been eligible to bid?**

**Response:** Yes.

**Section: 3.A, 3.B, 3.F**

**58. Can an employee be covered by more than one bidding restriction?**

**Response:** Yes. In such situations the bidding restrictions run concurrently.

**Section: 3.A.1**

**59. Must all vacant duty assignments be posted within 28 days?**

**Response:** Yes, unless the vacant duty assignment is being reverted in accordance with Article 37.3.A.2.

**Section: 3.A.1**

**60. When duty assignments are created pursuant to Article 7, Section 3.C, must they be posted for bid?**

**Response:** Yes.

**Section: 3.A.1.a.(1)**

**61. What is a *newly established* duty assignment that would be posted to full-time employees and to currently qualified part-time regular employees who were previously full-time employees?**

**Response:** A duty assignment that did not previously exist or a vacant duty assignment where the work schedule and/or skill requirement has changed. (Full time and part-time regular bidding to such assignments may be impacted by Article 12).

**Section: 3.A.1.a.(1) & 3.B**

**62. Can part-time regular clerks, including impacted full-time Clerk Craft employees who exercise their Article 12 right to revert to part-time regular status in lieu of being excessed from the installation, bid on newly established duty assignments for which they are currently qualified pursuant to Article 37.3.A.1.a.(1)?**

**Response:** No. Part-time regular clerks, including impacted full-time Clerk Craft employees who decide to revert to part-time regular status in lieu of being excessed from the installation, will be restricted from bidding on full time duty assignments as a part-time regular employee until all excessed full-time Clerk Craft employees have had the opportunity to exercise retreat rights.

**Section: 3.A.1.a.(3)**

**63. When there are multiple vacant full-time duty assignments to be filled through the part-time flexible preference/part-time regular bid procedure, could the order of filling the vacancies alternate between part-time regulars and part-time flexibles based upon seniority?**

**Response:** Yes.

**Section: 3.A.1.a.(3)**

**64. When does the 28 day period begin for posting residual full-time vacancies to eligible part-time regular employees?**

**Response:** a.) If there are no unencumbered employees to assign, the 28 day period begins on the date the vacant duty assignment became a residual vacancy. b.) If unencumbered employees are assigned to residual vacancies pursuant to Section 4.C., any remaining residual vacancies must be posted within 28 days of the date the unencumbered employees are notified of their assignment to the residual vacancies. c.) If the residual vacancy was withheld pursuant to Article 12 of the CBA and subsequently released, the residual vacancy must be posted within 28 days of the date the residual vacancy was released from withholding.

**Section: 3.A.1.b.(1)**

**65. Can a part-time regular be hired to fill a newly established duty assignment that has not been posted for bid?**

**Response:** No. Newly established and vacant part-time regular assignments must first be posted for bid in accordance with Article 37.3.

**Section: 3.A.2**

**66. When reverting a vacant duty assignment, what steps are required under Article 37.3.A.2?**

**Response:** In order to comply with Article 37.3.A.2, management must take the following steps within the 28 day period:

1. Give the local union president the opportunity for input prior to making the final decision.
2. The final decision to revert must be made within 28 days of the vacancy.
3. A notice must be posted advising of the reversion and the reasons there for.

**Section: 3.A.2**

**67. When does the 28 day time period begin for purposes of making a decision whether to revert a duty assignment?**

**Response:** The 28 days begins when the duty assignment becomes vacant. A duty assignment is vacant on the effective date that a bid holder moves to a new duty assignment, quits, retires, etc.

**Section: 3.A.2**

**68. What is the "normal" remedy for management exceeding the 28-day period for reverting a duty assignment?**

**Response:** The assignment must be posted for bid.

**Section: 3.A.4**

**69. When the starting time of a vacant duty assignment is changed by management, is it then considered "newly established"?**

**Response:** Only if the change would have caused reposting if the duty assignment had been occupied, pursuant to the National and/or Local Agreement. In this event no "reversion" action is required on the former duty assignment.

**Section: 3.A.4**

**70. When occupied duty assignments are reposted due to changes in hours, off days, or duties, are the duty assignments treated as if abolished?**

**Response:** No, the duty assignments are reposted in accordance with Article 37.3.A.4. Such repostings are due to change and do not reduce the number of occupied duty assignments in an established section and/or installation. However, if the starting time of a duty assignment is changed sufficiently to move it from one section to another (as defined in Item 18 of the Local Memorandum of Understanding), the duty assignment is abolished and a newly created duty assignment is posted in accordance with Article 37.3.A.1; not pursuant to Article 37.3.A.4.

**Section: 3.A.4**

**71. Do reposting rules in Article 37.3.A.4 apply to best qualified duty assignments?**

**Response:** Yes, the reposting rules apply within the same salary level and the same best qualified position.

**Section: 3.A.4**

**72. When does an employee whose duty assignment is reposted become unencumbered?**

**Response:** If the employee is not the successful bidder on the reposted assignment or another available duty assignment, the employee becomes an unencumbered regular on the date that the results of the posting are announced pursuant to Article 37.3.F.1.a.

**Section: 3.A.4**

**73. Do the reposting rules apply when changes require the position title of an occupied duty assignment be changed at the local level?**



**Response:** No. When the position title of a duty assignment is changed it becomes a newly established duty assignment and is posted for bid in accordance with 37.3.A.1. Because the former duty assignment is vacated and then considered to have been reverted no reversion action is required on the former duty assignment.

**Section: 3.A.4**

**74. When does an employee whose duty assignment is eliminated because of a change in position title become unencumbered?**

**Response:** If the employee is not the successful bidder on the newly established duty assignment or another available duty assignment, the employee becomes unencumbered on the date the results of the posting are announced pursuant to Article 37.3.F.1.a.

**Section: 3.A.4**

**75. May management abolish an occupied duty assignment in an established section and/or installation even if there is no net reduction of duty assignments?**

**Response:** Yes, if the position title of a duty assignment is changed, for example from SSA to SSDA. The no longer needed SSA duty assignment would be abolished and the newly created SSDA duty assignment would be posted for bid.

**Section: 3.A.4**

**76. Is there a requirement to repost part-time regular duty assignments when the hours, off-days, or duties are changed?**

**Response:** Yes, the reposting provisions in 3.A.4 also apply to part-time regular duty assignments.

**Section: 3.A.4.c**

**77. If the hours of an occupied duty assignment are changed sufficiently to move the assignment from one identifiable section (as defined in Item 18 of the Local Memorandum of Understanding) to another, is the duty assignment reposted in accordance with Article 37.3.A.4?**

**Response:** No. The duty assignment is abolished and the provisions of Article 12, Section 5.C.4 are applied. The newly established duty assignment in the gaining section is posted for bid installation wide, unless there is an employee(s) outside that section with retreat rights to that section.

**Section: 3.A.4.c**

**78. If an occupied duty assignment was changed by one hour during the life of the 2000 National Agreement and is changed another hour during the 2006 National Agreement, would Article 37.3.A.4 require reposting?**

**Response:** No. The cumulative change rule applies within a single contract period. In the example above, the duty assignment would not be reposted since the two hour cumulative change was split between two National Agreements. The start time existing on November 21, 2006, is the base to determine any start time change requiring a repost under the 2006 National Agreement.

**Section: 3.A.4.c**

**79. If the reporting time of a duty assignment was changed from 0700 to 0600, and later changed to 0775, would either change require reposting?**

**Response:** No, as long as both changes took place during the same National Agreement. Both new reporting times are within one hour of the original starting time at the beginning of the National Agreement.

**Section: 3.A.4.c.(2)**

**80. What is the effective date of the 2006-2010 National Agreement for the purpose of determining cumulative changes in starting time which may cause a duty assignment to be reposted?**

**Response:** November 21, 2006.

**Section: 3.A.4.d**

**81. When an occupied [PS-5/(PS-4)] senior qualified duty assignment is reposted due to a change in hours, off-days or duties, who is eligible to bid?**

**Response:** Same status clerks holding [PS-5/(PS-4)] duty assignments who are not otherwise under a bidding restriction. Resulting [PS-5/(PS-4)] duty assignments are also filled by posting only to eligible same status [PS-5/(PS-4)] employees, until a residual vacancy is reached.

**Section: 3.A.4.d**

**82. When an occupied [PS-6/(PS-5)], [PS-7/(PS-6)], or [PS-8/(PS-7)] senior qualified duty assignment is reposted due to a change in hours, off days, or duties, who is eligible to bid?**

**Response:** Article 37.3.A.4 allows only same status clerk craft employees who are not otherwise under a bidding restriction, holding [PS-6/(PS-5)], [PS-7/(PS-6)], or [PS-8/(PS-7)] positions to bid on reposted [PS-6/(PS-5)], [PS-7/(PS-6)], and [PS-8/(PS-7)] duty assignments if the employees are at the same or higher level as the reposted duty assignment. A [PS-8/(PS-7)] employee could bid on a reposted [PS-6/(PS-5)], [PS-7/(PS-6)], or [PS-8/(PS-7)] duty assignment. A [PS-7/(PS-6)] employee could bid on a reposted Level [6/(5)] or [7/(6)] duty assignment and a [PS-6/(PS-5)] employee could bid on a reposted Level [6/(5)] duty assignment. Resulting vacancies are filled by posting only to eligible same status employees until a residual vacancy is reached.

**Section: 3.A.4.d**

**83. When an employee in saved grade status is restricted from bidding on a reposted duty assignment at his/her former level under 3.A.4.d, does the employee lose the saved grade?**

**Response:** No.

**Section: 3.A.4.d**

**84. When duty assignments are reposted due to changes in hours, off days or duties, is bidding limited to employees in the section, as defined in Item 18 of the Local Memorandum of Understanding?**

**Response:** No.

**Section: 3.A.4.d**

**85. If there are clerks with retreat rights to the section after excessing pursuant to Article 12.5.C.4, is bidding limited to employees in the section as defined in Item 18 of the Local Memorandum of Understanding, when duty assignments are reposted due to changes in hours, off day, or duties?**

**Response:** Yes. Such reposted duty assignments, like any other posted duty assignments, are limited to sectional bidding within the level of the reposted duty assignment so long as there are same or higher level clerks with retreat rights to the section.

**Section: 3.A.4.d**

**86. When duty assignments are reposted, what happens to residual vacancies which result from the reposting?**

**Response:** Residual vacancies are filled first by the assignment of any unencumbered employees in the same salary level; then, if necessary, by posting the vacancies to full-time clerks in all levels who are eligible to bid and part-time regular clerks in all levels who are eligible to bid; then, if necessary, by assigning unencumbered employees in a lower level to the higher level vacancy. Management may then assign higher level unencumbered employees to any remaining lower level vacancies.

**Section: 3.A.4.d**

**87. Does a reposting always result in a residual vacancy?**

**Response:** No. When there are an equal number of posted duty assignments and employees eligible to bid, and everyone successfully bids on the reposting, there is no residual vacancy.

**Section: 3.A.4.e**

**88. If the hours, off days, or duties of a Vehicle Operations Maintenance Assistant (VOMA) assignment occupied by a full-time clerk are changed, must the duty assignment be reposted?**

**Response:** No. VOMA is a multi-craft position and, accordingly, the duty assignment would not be reposted.

**Section: 3.A.4.f**

**89. How do you decide if two duty assignments are “identical” for reposting purposes (which requires that the junior employee’s assignment be reposted)?**

**Response:** The duty assignments must have identical hours, off days, and duties. For example, two full-time Mail Processing Clerk duty assignments requiring scheme qualification on zone 3 with the same principal assignment area, the same hours and the same off days are identical assignments. If one of the duty assignments is to be reposted, it must be the assignment of the junior employee.

**Section: 3.A.4.f**

**90. If a duty assignment is to be abolished and there is more than one identical duty assignment in the section, which of the identical duty assignments would be abolished?**

**Response:** The duty assignment held by the junior employee would be abolished. See question 89 for what constitutes an identical duty assignment.

**Section: 3.A.6**

**91. When an employee desires to cancel a bid, must the cancellation be in writing, or may it be verbal?**

**Response:** For a bid that was submitted in writing, the cancellation must be in writing and, to be official, it must be date stamped. Bids submitted using approved alternate bidding procedures, such as telephone or computerized bidding, can also be canceled using the alternate bidding procedures.

**Section: 3.A.7**

**92. Can the Postal Service establish best qualified part-time regular duty assignments?**

**Response:** Yes. Newly established and vacant part-time regular duty assignments must be posted for bid to full-time and part-time regular employees encumbered in duty assignments in the same salary level and the same best qualified position description. Unless a resulting residual vacancy is being considered for reversion or withheld pursuant to Article 12, it would be posted for application under existing rules (e.g. Article 37.3.A.7 and 37.5.A.8).

**Section: 3.A.7.a**

**93. Must all best qualified vacancies be posted for bid?**

**Response:** Yes, unless a best qualified duty assignment is being considered for reversion pursuant to Article 37.3.A.2.

**Section: 3.A.7.a and b**

**94. How are vacant and newly established best qualified duty assignments posted, and who is eligible to bid?**

**Response:** Best qualified duty assignments are posted for bid only to incumbents of duty assignments within the same position designation and same salary level. Residual vacancies are then posted for application, unless withheld pursuant to Article 12.

**Section: 3.A.7.a and b**

**95. What is a residual vacancy in a best qualified position designation?**

**Response:** It is a vacancy that remains following the completion of the voluntary bid procedure among incumbents in the same salary level and position designation.

**Section: 3.A.7.b**

**96. When does the 42 day period begin for posting for application and filling residual best qualified vacancies?**

**Response:** On the date the duty assignment became a residual vacancy.

**Section: 3.A.7.b**

**97. When best qualified residual vacancies are posted for application, who is eligible to apply?**

**Response:** Normally, residual best qualified clerk craft duty assignments are advertised to the clerk craft for application. Full-time, part-time flexible, and part-time regular clerks are eligible to apply.

**Section: 3.A.7.b**

**98. Must a residual best qualified vacancy be posted for application?**

**Response:** Yes, unless it is being withheld under Article 12.

**Section: 3.A.7.c**

**99. Are part-time regular clerks eligible to apply for full-time best qualified duty assignments?**

**Response:** Part-time regular clerks may apply for best-qualified duty assignments. However, applications from part-time regular employees will not be considered if sufficient (equal or greater in number than available duty assignments) full-time and part-time flexible employees meeting the minimum qualifications apply.

**Section: 3.A.7.d**

**100. How is seniority determined when excessing employees from best qualified duty assignments within a position designation?**

**Response:** Total clerk craft seniority in the installation, as established under Article 37.2.D.1, is used.

**Section: 3.A.7.d**

**101. Is a separate seniority list(s) maintained for employees in best qualified positions?**

**Response:** No.

**Section: 3.A.7.d**

**102. What is the status of an employee excessed from a best qualified duty assignment within a position designation?**

**Response:** Employees excessed from a best qualified position maintain their position designation until they successfully bid or are assigned to a vacancy. As unencumbered employees, they are subject to the assignment provisions of Article 37.4 in the same manner as other unencumbered employees.

**Section: 3.A.7.d**

**103. Can a full-time employee encumbered in a best qualified duty assignment [PS-7/(PS-6)] volunteer to be reassigned in lieu of a full-time employee encumbered in a senior qualified duty assignment [PS-7/(PS-6)]?**

**Response:** No. Each best qualified position is treated as a separate category when applying the excessing provisions of Article 12. Employees cannot volunteer to be excessed in place of employees in other categories.

**Section: 3.A.7.d**

**104. Can a full-time employee encumbered in a senior qualified duty assignment [PS-7/(PS-6)] volunteer to be reassigned in lieu of a full-time employee encumbered in a best qualified duty assignment [PS-7/(PS-6)]?**

**Response:** Not if the Clerk is being excessed to a duty assignment in the same best qualified position and level in the new installation. Normally, each best qualified position is treated as a separate category when applying the excessing provisions of Article 12. Employees cannot volunteer to be excessed in place of employees in other categories. However, if it is proposed to excess a Clerk encumbered in a best qualified duty assignment into a duty assignment in the gaining installation which is senior qualified, then employees encumbered in senior qualified duty assignments will be given the opportunity to volunteer.

**Section: 3.A.7.d**

**105. Can a full-time employee encumbered in a best qualified duty assignment who has been excessed from the installation exercise retreat rights to a senior qualified duty assignment?**

**Response:** Yes.

**Section: 3.A.8**

**106. Can an employee apply for a best qualified duty assignment while detailed to a non-bargaining unit position?**

**Response:** No.

**Section: 3.A.8**

**107. If a duty assignment becomes vacant as a result of an employee being detailed to a non-bargaining unit position in excess of four months, must the assignment be posted for bid or can the assignment be reverted?**

**Response:** The duty assignment can be reverted. While the language in Article 37.3.A.8 states in part, "shall be declared vacant and shall be posted for bid in accordance with this Article," this does not nullify management's right to revert vacancies in accordance with Article 37.3.A.2.

**Section: 3.A.8**

**108. Can an employee be detailed to a non-bargaining unit position for less than eight hours in a service day?**

**Response:** Yes.

**Section: 3.A.8**

**109. Can an employee bid on a posted duty assignment, express an Article 37.5 preference, exercise an Article 12 retreat right or apply for a best qualified duty assignment on a day which is partially spent on a non-bargaining unit detail?**

**Response:** Yes, provided the bid, preference or application is submitted while the employee is working in the bargaining unit and so long as the return to craft was not accomplished solely to circumvent the provisions of Article 37, Section 3.A.8. For example, a 204-B who returns to the craft on Wednesday in order to bid, after a ½ day as a 204-B would still need to remain in the craft for five (5) full consecutive work days [e.g., Thursday thru the following Wednesday (assuming Sat/Sun non-scheduled days) in order to be eligible to bid.

**Section: 3.A.8**

**110. What happens to the retreat rights of an employee who by application of 37.3.A.8 did not exercise retreat rights to a vacant duty assignment?**

**Response:** The employee's retreat rights are not implemented at that time. The next junior employee is afforded the opportunity to retreat. If there is no junior clerk, the residual duty assignment is filled by PTR bidding and/or PTF preferencing.

**Section: 3.A.8**

**111. Do non-scheduled days count toward the "five working days" in 3.A.8?**

**Response:** No.

**Section: 3.A.8**

**112. Must the five working days in 3.A.8 be consecutive work days or may they be intermittent?**

**Response:** They must be consecutive work days. For example, a 204-b who returns to the bargaining unit and works on Thursday and Friday, has non-scheduled days on Saturday and Sunday, then works in the bargaining unit on Monday, Tuesday and Wednesday would meet the requirement.

**Section: 3.A.8**

**113. Does a partial day assignment to a non-bargaining unit position count toward the four-month period described in Article 37.3.A.8?**

**Response:** Yes. If an employee works any part of a work day as a 204b, the four-month tally is not interrupted.

**Section: 3.A.8**

**114. If during any 4 month period, an employee detailed to a non-bargaining unit position returns to the bargaining unit for a minimum of 5 consecutive working days, may the employee's bargaining unit duty assignment be declared vacant?**

**Response:** No.

**Section: 3.A.8**

**115. If a regular clerk was on detail to a non-bargaining unit position for eleven continuous months, would the employee's seniority be adjusted when returning to the craft?**

**Response:** No. While the employee's bid assignment would have been declared vacant and posted for bid after four months, seniority is not affected by a detail. The application of Article 37.3.A.8 does not impact an employee's seniority.

**Section: 3.A.8**

**116. If an employee is detailed to a non-bargaining unit position on and off during the pay period, is the union provided one PS Form 1723 which shows the beginning as the first day of the pay period and the end as the last day of the pay period?**

**Response:** No. PS Form 1723 should indicate the beginning and ending date and time of each detail. For example, if an employee works as a 204b for two hours every day, a separate PS Form 1723 should be completed each day.

**Section: 3.A.8**

**117. Should PS Form 1723 be provided to the union in advance of the assignment?**

**Response:** Yes.

**Section: 3.A.9**

**118. Can a duty assignment be upgraded at the local level under the provisions of Article 37.3.A.9?**



**Response:** No. The language in Article 37.3.A.9 refers to upgrading “positions,” which is done at the national level; not upgrading a current employee’s assignment to an existing higher level position. If a duty assignment does not reflect the actual work being performed, it can be abolished and the appropriate duty assignment posted for bid. For example, if it is determined locally that an employee who holds a Mail Processing Clerk [PS-06/(PS-5)] duty assignment is performing Special Postal Clerk [PS-07/(PS-6)] duties, the “position” is not upgraded. Rather, the Mail Processing Clerk [PS-06/(PS-5)] duty assignment should be abolished and a Special Postal Clerk [PS-07/(PS-6)] duty assignment should be posted for bid.

**Section: 3.A.10**

**119. Is a Flat Sorting Machine Operator [PS-6/(PS-5)] eligible to bid on Data Conversion Operator [PS-5/(PS-4)] duty assignment if the employee has twelve months service?**

**Response:** Only if the employee passed the appropriate entrance examination, O/N 710.

**Section: 3.A.10.c**

**120. Is an employee denied saved grade under Article 37.3.A.10.c if the employee is promoted from an assignment ranked below [PS-6/(PS-5)] to a higher level [PS-6/(PS-5)], [PS-7/(PS-6)] or [PS-8/(PS-7)], and impacted due to technological and mechanization changes prior to serving two years in the higher level?**

**Response:** Yes. The two year period starts with the effective date of promotion. However, there is a stated exception. The two year requirement does not apply to employees who previously occupied a higher level assignment.

**Section: 3.A.10.c**

**121. If a regular employee [PS-6/(PS-5)] is the successful bidder for a Clerk Typist [PS-5/(PS-4)] duty assignment and subsequently is the successful bidder on a General Expediter [PS-7/(PS-6)] duty assignment, is the employee required to serve two years to be eligible for saved grade?**

**Response:** No, as the employee in this example previously occupied a higher level assignment.

**Section: 3.A.10.d**

**122. When an employee bids from a lower level duty assignment, [PS-5/(PS-4)], to a higher level duty assignment, [PS-6/(PS-5)], [PS-7/(PS-6)] or [PS-8/(PS-7)], or vice versa, can the employee be returned to his/her former level prior to excessing employees pursuant to the provisions of Article 12?**

**Response:** Yes. Employees serving in the new level for the first time can be returned to their former level by inverse seniority provided that such employee has not completed three years in the new level.

**Section: 3.A.10.e**

**123. If a regular employee [PS-6/(PS-5)] is the successful bidder for a Clerk Typist [PS-5/(PS-4)] duty assignment and subsequently is the successful bidder on a General Expediter [PS-7/(PS-6)] duty assignment, would the employee be eligible to bid to assignments with different position descriptions?**

**Response:** Yes, since the employee previously occupied the higher level position.

**Section: 3.A.10.e**

**124. If a regular employee [PS-5/(PS-4)] who did not previously occupy a higher level duty assignment, is the successful bidder for a Parcel Post Sorting Machine [PS-6/(PS-5)] duty assignment, then after three months bids back to a Level-[5/(4)] duty assignment, can that employee bid for a General Expediter [PS-7/(PS-6)] assignment?**

**Response:** Yes, but only after the expiration of the one year lock-in period, which begins the date the employee successfully bid to the initial higher level position.

**Section: 3.A.10.e**

**125. If a lower level employee bids to a higher level duty assignment with a lock-in period, and that duty assignment is abolished or the employee is excessed prior to the expiration of the lock-in, is the employee restricted from bidding?**

**Response:** No.

**Section: 3.A.11**

**126. How can one determine whether a position is best qualified or senior qualified?**

**Response:** All positions listed in Article 37.3.A.11, are senior qualified. If the position is not listed in 3.A.11, check the position description, which should include the selection method. (Note that older copies of senior qualified position descriptions may not include the selection method).

**Section: 3.A.11**

**127. What is the minimum number of Senior Mail Processors assigned to a non-maintenance capable site with a Customer Service Bar Code Sorter(s)?**

**Response:** It depends upon the number of active Customer Service Bar Code Sorter machines. The required number of Senior Mail Processors is as follows: one for up to three machines; two for four or five machines; three for six or seven machines; four for eight or nine machines; five for ten or eleven machines; six for twelve or thirteen machines; and seven for fourteen or fifteen machines.

**Section: 3.A.11**

**128. Do the above Senior Mail Processor staffing numbers reflect maximums?**

**Response:** No. Additional Senior Mail Processor duty assignments may be created pursuant to Part 233 of the Employee and Labor Relations Manual depending upon the circumstances in each installation.

### Section 3.B

**129. Will a previously excessed Clerk who returns to the craft pursuant to either Article 12.5.C.5.a.(5) or 12.5.C.5.b.(6) after February 16, 2008 (date of upgrades) be given the opportunity to retreat to the higher level (upgraded) position/duty assignment?**

**Response:** Yes. When previously excessed employees return to their original craft pursuant to Article 12.5.C.5.a.(5) or 12.5.C.5.b.(6) after February 16, 2008 (date of upgrades) such employees will be placed into the job position and level that is equivalent to the position/duty assignment from which they were excessed. For example, a level 5 Clerk that was excessed prior to the upgrades would return to the Clerk Craft as a level 6 Clerk after February 16, 2008.

### Section: 3.B

**130. Will a part-time flexible Clerk who was excessed from a 200 work year installation to a different craft and/or installation prior to December 1, 2007 have an opportunity to retreat to the Clerk Craft in their original installation after all PTFs have been converted to full-time?**

**Response:** Yes. In the Clerk Craft, PTF employees with retreat rights to 200 work year installations will have the opportunity to retreat to full-time duty residual vacancies concurrently with PTR bidding [Article 37.3.A.1.a.(3)], exercising the seniority they held in the Clerk Craft before excessing augmented by the time spent in the different craft/installation.

### Section: 3.B

**131. When Clerk Craft employees have been excessed to a different craft and/or installation in accordance with Article 12.5.C, in what order may they exercise retreat rights?**

**Response:** All excessed Clerks will be merged into a single list by pay level and status in accordance with their seniority in the losing craft, and will be offered the opportunity to return from that merged list by seniority.

### Section 3.B

**132. Can a clerk lose retreat rights for failure to qualify on an initial or residual vacancy with a skill requirement such as typing?**

**Response:** No. The intent is that they must qualify on vacancies with skill deferment periods for postal training such as scheme or window training.

### Section 3.B.2

**133. When excessing in the same wage level from a section occurs, which duty assignments are posted for bid within the section?**

**Response:** The remaining duty assignments that were vacated by the excessed junior employees are posted for bid within the section and level. Additionally, all duty assignments within the same wage level occupied by clerks who are junior to any senior clerk whose duty assignment was abolished are posted for bid within the section and level. (Note: These jobs are posted only to currently qualified clerks within the section and level in order to accomplish the parties intent that no additional training costs will result.)

**Section 3.B.2****134. Who is eligible to bid on the duty assignments vacated by the excessed junior employees?**

**Response:** All employees within the section and level, whether currently qualified or not currently qualified.

**Section 3.B.2****135. Who is eligible to bid on duty assignments reposted pursuant to 37.3.B.2?**

**Response:** All Clerks, regardless of seniority, within the section and in the same level who are currently qualified for the reposted assignments.

**Section 3.B.2****136. Are the eligibility requirements for duty assignments reposted pursuant to 37.3.A.4 applicable to 37.3.B.2 re-postings?**

**Response:** No.

**Section 3.B.2****137. Who is eligible to bid on duty assignments reposted pursuant to 37.3.B.2 if management also elects to make substantial changes in those duty assignments while reposting?**

**Response:** If management elects to make substantial changes (i.e., changes which normally result in reposting in accordance with Article 37.3.A.4 and/or the LMOU) while reposting duty assignments pursuant to Article 37.3.B.2, all current employees within the section, and in the same level, are eligible to bid, regardless of their current qualification.

**Section 3.B.2****138. When positions/duty assignments identified in Article 37.3.F.5 are reposted pursuant to Article 37.3.B.2 must employees within the section, and in the same level, be given an opportunity to demonstrate the necessary skills?**

**Response:** Yes.

**Section: 3.D****139. Is there a negotiated time frame for the posting period?**

**Response:** Yes. Article 37.3.D. establishes a ten day period. However, the parties at the local level may agree to either extend or shorten the posting period by including a provision in the Local Memorandum during the local implementation period.

**Section: 3.E**

**140. When posting a notice inviting bids for a duty assignment, what is the purpose of Article 37.3.E, *Information on Notices*?**

**Response:** This section lists the minimum information that should be contained in duty assignment postings. This is intended to provide interested employees with relevant information so that they may make an informed decision concerning whether or not to bid or apply for a duty assignment.

**Section: 3.E**

**141. What is meant when a duty assignment includes the phrase “other duties as assigned”?**

**Response:** It is simply an instruction to prospective bidders that they may be assigned to duties other than those specifically listed on the posted duty assignment. It is understood that the assignment of “other duties” cannot conflict with the National Agreement.

**Section: 3.E**

**142. Are full-time Mail Processing Clerks [PS-06/(PS-5)] limited to working only in their principal assignment area or can they be assigned to perform work in other mail processing areas?**

**Response:** Management may assign employees in accordance with operational needs and the employee’s qualifications. However, if there is more than one Mail Processing Clerk working in a principal assignment area with the necessary skills, management will move Mail Processing Clerks out of their principal assignment area as needed by juniority.

**Note:** The only exception to this rule is if a Mail Processing Clerk with a scheme in his/her duty assignment has not reached the current minimum 30 hour sortation requirement in an accounting period. In that instance, a more senior Mail Processing Clerk may be moved out of the principal assignment area.

**Section: 3.E**

**143. What does the term principal assignment area mean?**

**Response:** Principal assignment area is defined in Article 37.3.E.5 as follows:

*The principal assignment area (e.g., parcel post, incoming or outgoing in the main office, or specified station, branch, or other location(s) where the greater portion of the assignment will be performed).*

**Section: 3.E****144. Must a principal assignment area be posted on duty assignments?**

**Response:** Yes, Article 37 requires this information on all postings. Local practice in defining a principal assignment area will continue. If no principal assignment area has been established for an existing duty assignment(s), management will determine the principal assignment area in accordance with the definition in Article 37 and notify the local union and the employee holding the assignment.

**Section: 3.E****145. What is the time frame to be considered for where the “greater portion” of the duty assignment will be performed? Is it a day, a week or a pay period?**

**Response:** A pay period.

**Section: 3.E****146. Can a duty assignment have more than one principal assignment area?**

**Response:** No.

**Section: 3.E****147. Can all posted duty assignments in an installation be posted with the identical principal assignment area?**

**Response:** Not usually. Normally in a large installation there would be more than one principal assignment area.

**Section: 3.E****148. How will a Mail Processing Clerk know which duties he/she has for a duty assignment?**

**Response:** When posting the bid notice, management will post the duties of the assignment and the principal assignment area.

**Section: 3.E****149. What is the difference between the term “principal assignment area” and “duties:?”**

**Response:** A “principal assignment area” is a physical location, while “duties” are work activities.

**Section: 3.E****150. What are some examples of “duties” that must be posted on Mail Processing Clerk duty assignment vacancy notices?**

**Response:** Some examples include, but are not limited to, distributing box section mail; distributing manual letters; distributing manual flats; loading, sweeping & dispatching CSBCS machines; etc.

**Section: 3.E**

**151. After listing one (1) or more duties on a Mail Processing Clerk duty assignment, may the posting include the phrase, “other duties as assigned”?**

**Response:** Yes

**Section: 3.E**

**152. Can a Mail Processing Clerk duty assignment be posted with Sales and Service Associate duties and responsibilities?**

**Response:** No. However, the Mail Processing Clerk may perform any of the following duties: provide service at public window for non-financial transactions; maintain records of mails; examine balances in advance deposit accounts; and record and bill mail requiring special service.

**Section: 3.E**

**153. Can a Mail Processing Clerk receive a work clothes allowance?**

**Response:** Yes, if the employee meets the criteria in Section 931 of the Employee and Labor Relations Manual.

**Section: 3.F**

**154. If an employee has reached Maximum Medical Improvement (MMI) due to an injury or illness, can he/she bid on a posted duty assignment?**

**Response:** Yes. Neither a light/limited duty nor handicapped status can cause a Clerk to be ineligible for bidding purposes.

**Section: 3.F**

**155. What requirements must be met for a qualified handicapped employee to become a successful bidder?**

**Response:** If senior, and otherwise qualified, a qualified handicapped employee will be named the successful bidder only if physically capable of performing the core duties of the assignment with reasonable accommodation, including any physical requirements identified in the posting pursuant to 37.3.E.7.

**Section: 3.F**

**156. Are clerks who are assigned to temporary light or limited duty or on medical leave as a result of illness, injury, or pregnancy, allowed to bid?**

**Response:** Yes, provided the employee will be able to perform the duties of the assignment within six (6) months from the time at which the bid was submitted.

**Section: 3.F**

**157. May management request that an employee, assigned to temporary light or limited duty or on medical leave as a result of illness, injury, or pregnancy, who bids provide medical certification indicating that the employee will be able to perform the duties of the assignment within six (6) months of the bid?**

**Response:** Yes. Management may request such medical certification. This request may be at the time of the submission of the bid or at any time thereafter.

**Section: 3.F**

**158. What happens if the employee assigned to temporary light or limited duty or on medical leave as a result of illness, injury, or pregnancy, who has been requested to provide such medical certification prior to being identified as the successful bidder and awarded the duty assignment, fails to provide such medical certification requested?**

**Response:** The bid shall be disallowed and the duty assignment will be awarded in accordance with Article 37.

**Section: 3.F**

**159. What happens if the employee assigned to temporary light or limited duty or on medical leave as a result of illness, injury, or pregnancy, who has been requested to provide such medical certification subsequent to being identified as the successful bidder and awarded the duty assignment, fails to provide such medical certification requested?**

**Response:** Since the bid was already awarded, the employee becomes an unassigned regular and the vacated duty assignment will be posted for bid. Under these circumstances the employee is not eligible to re-bid the posting of that duty assignment.

**Section: 3.F**

**160. What happens if the employee assigned to temporary light or limited duty or on medical leave as a result of illness, injury, or pregnancy, who has been requested to provide medical certification, provides such medical certification as requested?**

**Response:** Upon successful completion of any deferment period, if applicable, the employee would be determined to be the successful bidder in accordance with Article 37. The employee's continuing need for light or limited duty status would still be determined by their medical restrictions.

**Section: 3.F**

**161. If, at the end of the six (6) month period, the employee assigned to temporary light or limited duty or on medical leave as a result of illness, injury, or pregnancy, remains unable to perform all of the duties of the bid-for duty assignment, may management request additional medical certification?**



**Response.** Yes. Management may request that the employee provide new medical certification indicating that the employee will be able to perform the duties of the bid-for duty assignment within the second six (6) month period after the bid.

**Section: 3.F**

**162. What happens if the employee assigned to temporary light or limited duty or on medical leave as a result of illness, injury, or pregnancy, fails to provide such medical certification upon request?**

**Response.** The duty assignment will be vacated, the employee will become an unassigned regular; and the vacated duty assignment will be posted for bid. Under these circumstances the employee is not eligible to re-bid the posting of that duty assignment.

**Section: 3.F**

**163. What happens if, at the end of one (1) year from the submission of the bid, the employee assigned to temporary light or limited duty or on medical leave as a result of illness, injury, or pregnancy, remains unable to perform all of the duties of bid-for duty assignment?**

**Response.** The duty assignment will be vacated, the employee will become an unassigned regular; and the vacated duty assignment will be posted for bid. Under these circumstances the employee is not eligible to re-bid the posting of that duty assignment.

**Section: 3.F**

**164. May an employee on temporary light or limited duty or on medical leave as a result of illness, injury, or pregnancy, bid for an assignment that has other duties or requirements more physically restrictive or demanding than the employee's current bid duty assignment, which at the time of bidding, the employee cannot perform as the result of temporary physical restrictions?**

**Response:** No.

**Section: 3.F**

**165. If the duty assignment has a deferment period must the employee designated as the senior bidder be physically capable of entering the deferment and completing the training (including the demonstration of a skill) within the time limits set forth in Article 37?**

**Response:** Yes. Further, if the employee qualifies during the deferment period they must be capable of immediately performing the duties of the assignment or demonstrating through medical certification that they will be able to perform the duties of the assignment within six (6) months from the time at which the bid was submitted.

**Section: 3.F**

**166. May an employee assigned to temporary light or limited duty or on medical leave as a result of illness, injury, or pregnancy, bid on a higher level duty assignment?**

**Response:** Yes. They may bid on such assignment pursuant to the procedures outlined in the Burrus/McDougald MOU dated September 1, 1987 and addressed above. However, they will not receive higher level pay until they are physically able to, and, actually perform work in the bid-for higher level duty assignment.

**Section: 3.F**

**167. When a bid is “disallowed” because of the failure of an employee assigned to temporary light or limited duty or on medical leave as a result of illness, injury, or pregnancy, to provide appropriate medical certification, is the employee charged with an “unsuccessful” bid?**

**Response:** No. Since the bid was “disallowed” before the award of the duty assignment the bid is treated as if never submitted.

**Section: 3.F**

**168. When a duty assignment is vacated, after it was awarded, by the employee assigned to light or limited duty or on medical leave as a result of illness, injury, or pregnancy, either as the result of the employee’s failure to provide appropriate medical certification upon request or because the employee remains unable to perform all of the duties of the bid-for duty assignment after one (1) year, is the employee charged with a “successful” bid?**

**Response:** Yes.

**Section: 3.F.1**

**169. Once management has made the decision to post a duty assignment, can it be left vacant if, after the assignment of unencumbered employees, it becomes the residual vacancy?**

**Response:** Only if the duty assignment is being withheld pursuant to Article 12. Otherwise, a residual vacancy is filled by posting the assignment to part-time regular employees eligible to bid and to part-time flexibles pursuant to the preference procedures in Article 37.5.

**Section: 3.F.1.a**

**170. What is the difference between *senior bidder* and *successful bidder*?**

**Response:** The terms senior and successful bidder are not synonymous when used in the clerk craft. An employee designated as senior bidder means that the employee was the senior eligible clerk submitting a bid. A senior bidder then enters a deferment period in accordance with Article 37.3.F.3 or 3.F.4, or is given the opportunity to demonstrate a skill in accordance with Article 37.3.F.5. Upon qualification, the employee is designated successful bidder. An employee must be fully qualified or have a "live record" to be placed in the duty assignment. The provision states "successful" not "senior."

**Section: 3.F.1.a**

**171. Is the ten day period referred in Article 37.3.F.1 work days or calendar days?**

**Response:** The term "days" in Article 37.3.F.1 means (ten) calendar days.

**Section: 3.F.1.b**

**172. If an employee withdraws a bid from consideration while a more senior bidder is in a deferment period on the same assignment, would the withdrawal count as a senior unsuccessful bid?**

**Response:** It would not count as long as the bid is withdrawn in writing or, if appropriate, electronically while the more senior bidder is still in training.

**Section: 3.F.1.d**

**173. After exhausting the five senior unsuccessful bids, can an employee continue to bid?**

**Response:** Yes, but only to a duty assignment for which the employee is currently qualified, when necessary to retain saved grade, or due to the elimination or reposting of the employee's duty assignment.

**Section: 3.F.1.d**

**174. Is an employee who is exercising *retreat rights* considered to be bidding?**

**Response:** Yes, but it does not count as one of the five (5) successful bids under Article 12, Section 3, or as one of the five senior unsuccessful bids under Article 37.

**Section: 3.F.2**

**175. Is there a negotiated time frame for placing a successful bidder into the duty assignment?**

**Response:** Yes, Article 37.3.F.2 provides for a successful bidder to be placed in the new assignment within 28 days except during the month of December. Further, that provision provides that a shorter period may be negotiated locally during the local implementation period.

**Section: 3.F.2, 3.F.3.c, 3.F.4.c, 3.F.7**

**176. When must a successful bidder be placed in the new assignment?**

**Response:** If the employee is designated the successful bidder at the close of the posting and no deferment period is required, the employee must be placed within 28 days, excluding the month of December. If a deferment period is required, the employee must be placed within 21 days of the end of the deferment period, excluding the month of December.

**Section: 3.F.3 and 3.F.7**

**177. Does the senior bidder for a mixed duty assignment which includes Senior Mail Processor duties, enter a deferment period if not currently qualified?**

**Response:** Yes, the senior bidder is provided the appropriate combination of training, testing and practical demonstration of ability to perform in the actual position.

**Section: 3.F.3 and 3.F.7**

**178. What happens if the senior bidder for the Senior Mail Processor duty assignment fails to qualify or withdraws?**

**Response:** The employee remains on his/her “former” duty assignment and the next senior bidder is placed into training.

**Section: 3.F.3 and 3.F.7**

**179. May full-time and part-time regular Senior Mail Processor duty assignments be established as mixed duty assignments and contain duties included in the following position descriptions: Mail Processing Clerk; Window Clerk; Distribution and Window Clerk; Sales, Service and Distribution Associate; and/or Sales and Service Associate?**

**Response:** Yes, in non-maintenance capable sites.

**Section: 3.F.3 and 3.F.7**

**180. May a Senior Mail Processor be assigned to both scheme and window duties?**

**Response:** A Senior Mail Processor may be assigned either scheme or window duties, but not both.

**Section: 3.F.3 and 3.F.7**

**181. What is the proper application of dual deferment periods under Article 37.3.F.7?**

**Response:** If the senior bidder withdraws or otherwise fails to qualify for any reason, the next senior bidder is placed into training.

**Section: 3.F.3, 3.F.4 and 3.F.8**

**182. When an employee is in training as the senior bidder and is identified as the senior or successful bidder for a duty assignment on which he/she remained a live bidder, must the employee accept that “live bid” duty assignment?**

**Response:** No. The employee has the option to continue their current training or accept the duty assignment for which he/she is identified as the senior or successful bidder on the live bid duty assignment. The employee must notify management, in writing, of his/her choice. If the employee withdraws the live bid request prior to being identified as the senior or successful bidder on the live bid duty assignment, the withdrawal does not count as a senior unsuccessful bid.

**Section: 3.F.3.a**

**183. If an employee is designated senior bidder on an assignment requiring a scheme deferment and is scheduled for training but fails to report, is the study time reduced based on the absence?**

**Response:** No. However, Article 37.3.F.3 provides the formula for computing the length of the deferment period. Employees who are absent from training may make it impossible to schedule all of the allotted training hours within the deferment period.

**Section: 3.F.3.a**

**184. What date is used to determine whether an employee has a “live record” for the purpose of bidding on a duty assignment with that skill?**

**Response:** The date the results of the posting is announced.

**Section: 3.F.3.a**

**185. If an employee is designated senior bidder on an assignment requiring zone 3 scheme, enters scheme training and, while in training, bids and is designated senior bidder on another assignment requiring zone 3, is the employee entitled to a new deferment period?**

**Response:** No. The employee is not entitled to a new deferment period since the scheme requirement is identical. The employee would continue in the original deferment period but for the subsequent assignment.

**Section: 3.F.3.a**

**186. If an employee is designated senior bidder on an assignment requiring a scheme for zones 3 and 6, qualifies on zone 3 and, while in training for zone 6, is designated successful bidder for an assignment requiring zone 3 only, is the employee entitled to compensation for the zone 3 training hours?**

**Response:** Yes.

**Section: 3.F.3.a**

**187. Does an employee ever have the option to receive on-the-clock scheme training?**

**Response:** Yes. Employees who have: (a) received notice of planned abolishment of present duty assignment; (b) failed to retain a duty assignment due to reposting; or (c) been involuntarily reassigned, have the option of receiving training on-the-clock for only the first bid after one of the actions in (a)-(c) has occurred. Any subsequent bids regardless of whether employees completed the training for the first bid will fall under the guidelines for senior bidders.

**Section: 3.F.3.b**

**188. If an employee is designated the senior bidder and fails to report for training, is the employee restricted from bidding for 90 days?**

**Response:** No, but the bid would count as a senior unsuccessful bid.

**Section: 3.F.3.b**

**189. When an employee is designated the senior bidder on an assignment but withdraws prior to entering training, is there a bidding restriction?**

**Response:** No, but the bid counts as a senior unsuccessful bid.

**Section: 3.F.3.b**

**190. Can an employee serving a 90 day bidding restriction under 37.3.F.3 or 4, continue to bid on duty assignments for which he/she is currently qualified or which are closer to home?**

**Response:** No.

**Section: 3.F.3.b**

**191. May a person who is serving a 90 day bidding restriction under 37.3.F.b.3 or 37.3.F.4.b.3 bid if their duty assignment is reposted?**

**Response:** No, the employee may not bid until the 90 day bidding restriction expires.

**Section: 3.F.3.b**

**192. If sectional excessing occurs while a clerk is serving a bidding restriction, is the bidding restriction waived for purposes of the in-section bidding pursuant to Article 12.5.C.4.c?**

**Response:** The employee would not be subject to the bidding restriction as such in-section bidding (including the initial bidding limited to currently qualified under Article 37.3.B.2) is controlled by Article 12, not Article 37.

**Section: 3.F.3.b**

**193. When does an employee become subject to the 90 day bidding restriction?**

**Response:** If an employee begins scheme or machine training and does not later become the successful bidder, the employee is subject to the 90 day bidding restriction. The 90 day period begins on the date of withdrawal or failure to qualify.

**Section: 3.F.3.b**

**194. Is a clerk who enters scheme training for a duty assignment eligible to be identified as the senior or successful bidder on another duty assignment in a subsequent posting?**

**Response:** Yes, but the clerk would then serve a 90 day bidding restriction if he/she met the criteria in Article 37.3.F.3.b.

**Section: 3.F.3.b**

**195. Does the 90 day bidding restriction apply to the duty assignments listed in Article 37.3.F.7?**

**Response:** No. The 90 day bidding restriction only applies to those duty assignments listed under Article 37.3.F.3 and 3.F.4 where the employee fails or withdraws from scheme or machine training. The bidding restriction under Article 37.3.F.7 is 180 days and applicable only to duty assignments in the same position designation.

**Section: 3.F.3.b**

**196. Does an employee with saved grade who enters a 90 day bid restriction lose the saved grade because the employee cannot bid on higher level duty assignments?**

**Response:** No. Such employees are restricted from bidding, but do not lose saved grade as a result of the bidding restriction.

**Section: 3.F.1.b**

**197. When an employee withdraws a request to remain a live bidder while in a deferment for another bid, does the withdrawal count as a senior unsuccessful bid?**

**Response:** Not as long as the request to remain a live bidder is withdrawn in writing or, when appropriate, electronically prior to the employee being identified as the senior or successful bidder on that bid.

**Section: 3.F.3.b**

**198. If the senior bidder fails scheme training, must the assignment be posted?**

**Response:** No. The assignment is filled in accordance with the provisions of Article 37, with either the second senior bidder or the next currently qualified bidder, depending on the number of training hours the senior bidder used.

**Section: 3.F.3.b**

**199. An employee in training for a senior bid is designated the senior bidder for a previous bid. Is the employee restricted from bidding for 90 days?**

**Response:** Yes, the bidding restriction begins when the employee accepts the previous bid and the original bid does not count as a senior unsuccessful bid.

**Section: 3.F.5**

**200. Is the senior bidder the only employee given "an opportunity to demonstrate the skill(s)" in Article 37.3.F.5?**

**Response:** No. A minimum of the five senior bidders are given the opportunity to qualify on the appropriate in-service examination(s) unless one of the five is currently qualified. If, for example, the third senior bidder is currently qualified, only the first and second senior bidder would be given the opportunity to demonstrate the skill(s). If no one qualifies in the first group of five, the process continues until a successful bidder is reached or until all bidders are tested.

**Section: 3.F.5**

**201. When a PTR bids on a duty assignment with a specific skill such as a typing requirement, does the PTR get an opportunity to demonstrate the skill in accordance with 37.3.F.5?**

**Response:** Yes.

**Section: 3.F.5**

**202. When a PTF expresses a preference on a duty assignment with a specific skill such as a typing requirement, does the PTF get an opportunity to demonstrate the skill in accordance with 37.3.F.5?**

**Response:** Yes.

**Section: 3.F.5**

**203. When does the bidding restriction begin for an employee who attempts and fails to qualify for a duty assignment pursuant to Article 37.3.F.5?**

**Response:** The 120-day bidding restriction begins on the date the employee attempts to demonstrate the skill. If the demonstration of the skill is by passing a test, the restriction begins the date the employee takes the test. If more than one employee attempts to demonstrate a skill for the same duty assignment, the restriction begins on the date the first employee attempts to demonstrate the skill.

**Section: 3.F.6**

**204. Is an employee required to pass a typing test before he/she can be named the senior bidder on “bids with required computer skills” (See MOU, 2006-2010 National Agreement)?**

**Response:** Not necessarily. Operating some computer programs does not require typing skills. When typing skills are included on a duty assignment, such requirement must be reasonably related to the efficient performance of the duty assignment. In that case, the employee would be required to pass the appropriate typing test.

**Section: 3.F.6**

**205. Is a clerk who applies for a best qualified duty assignment which has a skill requirement (e.g., typing) given an opportunity to demonstrate qualification on the skill?**

**Response:** Yes, but only if it would become the sole non-selection factor.

**Section: 3.F.7**

**206. When the senior bidder on a window assignment successfully completes training and testing, does the employee continue to perform window duties while waiting on the effective date of the new assignment or does the employee return to his/her original assignment?**

**Response:** The employee continues to perform window duties until reassigned/assigned. There is no out-of-schedule liability.

**Section: 3.F.7**

**207. Upon completion of window training, should the employee's financial accountability be audited?**



**Response:** Yes. The audit should be conducted as soon as possible after completion of the on-the-job training at the work site.

**Section: 3.F.7**

**208. Other than formal window training, should an employee be assigned to perform duties which require a financial or security responsibility prior to receiving training?**

**Response:** No.

**Section: 3.F.7**

**209. What are examples of Senior Mail Processor mixed duty assignments?**

**Response:** Duty assignments which combine Senior Mail Processor duties with: 1) either window or scheme distribution duties (but not both); 2) Sales, Service and Distribution Associate duties (only in those instances where the distribution is non-scheme); or 3) mail processing clerk duties.

**Section: 3.F.7.b**

**210. When does the 180 day bidding restriction begin when an employee fails training?**

**Response:** The day the employee took the test.

**Section: 3.F.8**

**211. A clerk became a senior successful bidder on a Data Conversion Operator duty assignment which has a one year lock-in and at the same time submitted a 10-day letter to remain a live bidder on a previous bid(s) in accordance with Article 37. 3.F.8.a. Does the Data Conversion Operator lock-in preclude the bidder from being awarded the prior bid?**

**Response:** No.

**Section: 3.F.8.a**

**212. Must an employee who submits a letter to remain a live bidder on a previous bid continue to submit a letter for each subsequent successful bid?**

**Response:** Yes. A new letter must be submitted each time an employee is designated a successful bidder. The only exception is when the employee is forced to bid due to his/her duty assignment being abolished or reposted.

**Section 4: Unencumbered Employees****Section: 4.A****213. What is an *unencumbered* employee?**

**Response:** The term unencumbered includes both unassigned regular employees with a fixed schedule and full-time flexible employees. Prior to the interlevel bidding agreement, only unassigned full-time employees with a fixed schedule were subject to assignment to residual vacancies. With the interlevel bidding agreement, full-time flexible employees are also subject to assignment to residual duty assignments.

**Section: 4 & Full-Time Flexible Memorandum****214. Can the schedule of a full-time flexible employee be changed?**

**Response:** Yes, pursuant to the Maximization/Full-time Flexible Memorandum of Understanding, an unencumbered full-time flexible employee can have flexible reporting times, flexible nonscheduled days, and flexible reporting locations within the installation depending on operational requirements, with the schedule for the service week established by the preceding Wednesday.

**Section: 4.B****215. Can the schedule of an unencumbered full-time regular employee be changed from the schedule the employee worked immediately prior to becoming unassigned?**

**Response:** Yes, as long as the employee is notified within the first 28 days of becoming unassigned. Thereafter, the employee's schedule cannot be changed again until 180 days after the date the employee's schedule was last changed upon becoming unassigned.

**Section: 4.B****216. If an unencumbered full-time regular employee's schedule is to be changed within the first 28 days, must the actual change take place within 28 days?**

**Response:** No. The employee must be notified of the schedule change within 28 days. After such notification, the actual schedule change will begin the following work week. No out-of-schedule premium is paid as a result of such schedule changes.

**Section: 4.B****217. If an unencumbered full-time regular is not notified of a schedule change during the first 28 days, can the employee's schedule still be changed after 180 days?**

**Response:** Yes. The 180 day period begins on the date the employee became unencumbered.

**Section: 4.B**

**218. If a part-time regular becomes unencumbered due to the abolishment or reposting of the employee's duty assignment, can the number of hours guaranteed on his/her Form 50 be changed?**

**Response:** The number of hours remains the same until the employee successfully bids on a duty assignment or is assigned to a residual vacancy. A new Form 50 will then reflect any change.

**Section: 4.C**

**219. Must unencumbered employees be assigned to residual duty assignments pursuant to Article 37.4 before the vacancies can be withheld pursuant to Article 12?**

**Response:** Yes. The proper "pecking order" for filling a residual vacancy in the clerk craft is as follows:

1. Unencumbered Full Time Regulars (FTR) and Full Time Flexibles (FTF), pursuant to Article 37.4
2. Article 12 withholding
3. By seniority, concurrent reassignment of rehabilitation employees from other crafts, pursuant to ELM Section 546.222; Part Time Regular (PTR) bidding, pursuant to Article 37.3.A.1.a.3; and Part Time Flexible (PTF) preferencing, pursuant to Article 37.5

**Section: 4.C**

**220. May an unencumbered full-time regular who has been assigned a residual duty assignment pursuant to Article 37.4 bid to another duty assignment while he/she is in the deferment period of the residual duty assignment?**

**Response:** Yes, however, if the bid has a deferment period, the clerk must qualify on the bid assignment within the time frame of the deferment period of the assignment to which he/she was assigned under Article 37.4.

**Section: 4.C**

**221. In what order must unencumbered employees be assigned to the same or higher level?**

**Response:** After the assignment of preference eligible clerks, Article 37.4.C.1 requires that unencumbered employees be assigned in the following order: 1) currently qualified employees, 2) partially qualified employees, 3) employees not currently or partially qualified.

Article 37.4.C.5 is applied in the following order:

- (a) Currently qualified: Offer by seniority, assign by seniority
- (b) Partially qualified: Offer by seniority, assign by seniority
- (c) Not Currently or Partially Qualified: offer by seniority, assign by seniority

**Section: 4.C.1**

**222. Does the last sentence in 37.4.C.1 apply to non-preference eligible and preference eligible Clerks?**

**Response:** Yes.

**Section: 4.C.5**

**223. If there are residual vacancies available, must unencumbered employees be assigned to the same or higher level?**

**Response:** Yes, Article 37.4.C.5.a states in part, "these employees shall be assigned." This requirement is mandatory. In tracing the history of this language, the provision provided for "may" in the 1975 National Agreement; was changed to "should" in the 1978 National Agreement; and finally, to "shall" in the 1981 National Agreement.

**Section: 4.C.5.a(1)**

**224. If an unencumbered employee is the senior bidder and enters a deferment period(s) in accordance with Article 37.3.F.3, 4 or 7, is the employee available for assignment to a residual vacancy in accordance with Article 37.4.C.5.a.(1)?**

**Response:** Yes. The unencumbered employee is available for assignment to a residual vacancy for which the employee is currently qualified. The employee has the option to continue training for the assignment for which he/she was designated senior bidder.

**Section: 4.C.5.a(1)**

**225. When assigning unencumbered employees to residual vacancies for which they are currently qualified or not, is it necessary for them to have been in an unencumbered status for the last 90 days?**

**Response:** No. The "last 90 day" requirement was eliminated in the 2006-2010 Agreement.

**Section: 4.C.5.a(1)**

**226. How are unencumbered employees assigned to residual vacancies for which they are currently qualified?**

**Response:** When unencumbered employees are currently qualified on two or more assignments, the employees are given an option and assigned by seniority. If no preference is stated, assignment is made by seniority. For example, if two unencumbered employees are qualified on the MPFSM and there is one residual vacancy, the vacancy would be offered to the senior of the two qualified employees. If both employees decline, the senior of the qualified employees would be assigned and placed in the vacancy. If, in this example, there were two residual vacancies, the senior of the two employees would be given the choice of the assignments and the junior employee would be assigned to the remaining vacancy.

**Section: 4.C.5.a(2)**

**227. When assigning unencumbered employees to residual vacancies for which they are partially qualified, how is the assignment made?**

**Response:** The assignment of unencumbered employees to duty assignments for which they are partially qualified is accomplished the same as for assignments for which currently qualified; by seniority.

**Section: 4.C.5.a(2), 4.C.5.a (3) and 4.C.6**

**228. If an unencumbered employee is the senior bidder and enters a deferment period(s) in accordance with Article 37.3.F.3, 4, or 7, is the employee available for assignment to a residual vacancy in accordance with Article 37.4.C.5.a.(2) and (3). or 4.C.6?**

**Response:** The unencumbered employee is not available for assignment in accordance with the cited provisions unless the employee is not demonstrating his/her intent to qualify on the training.

**Section: 4.C.5.a(3)**

**229. When assigning unencumbered employees to residual vacancies for which they are not qualified, is the assignment by seniority or juniority?**

**Response:** When there is more than one residual vacancy, unencumbered employees must be canvassed and given an option based on seniority. For example, if there are five residual vacancies remaining after assigning the qualified and partially qualified employees, the five senior unencumbered employees meeting the minimum qualifications, beginning with the senior, would be given the option of the available assignments and placed into required training. If there was only one residual vacancy remaining after assigning the qualified and partially qualified employees, the senior unencumbered employee who meets the minimum qualifications would be assigned.

**Section: 4.C.5.and 4.C.6**

**230. What constitutes “minimum qualifications” for purposes of assignment of unencumbered clerks into residual vacancies under Article 37.4.C.5 and 6?**

**Response:** “Minimum qualifications” are, for example, the requisite entrance examination, a driving license, an experience requirement, or a demonstration of a skill (e.g., typing).

**Section: 4.C.5**

**231. When assigning unencumbered employees in accordance with Article 37.4.C.5, are full-time regular or full-time flexible employees assigned first?**

**Response:** Neither. Unencumbered full-time regular and full-time flexible employees are combined into one list for the purpose of assignment. They are assigned by seniority

**Section: 4.C.5 and 4.C.6**

**232. Is an unencumbered employee who is detailed to a non-bargaining unit position available for assignment to a residual vacancy in the same or higher level in accordance with Article 37.4.C.1?**

**Response:** No. However, the employee would be available for assignment to a lower level vacancy pursuant to Article 37.4.C.6

**Section: 4.C.5 and 3.F.7**

**233. If an unencumbered employee is assigned to a residual vacancy which requires training, does the employee assume the schedule of the residual vacancy during training, or does the employee maintain the schedule he/she had prior to being assigned?**

**Response:** During training, the employee continues to maintain the schedule he/she had prior to entering training unless it is a position listed in Article 37.3.F.7. The employee's schedule is not permanently changed until he/she is fully qualified and placed into the assignment. Both full-time flexible and unassigned regular employees maintain their unencumbered status until qualified and placed into the new assignment.

**Section: 4.C.5 and 4.C.6**

**234. If an unencumbered employee has reached Maximum Medical Improvement (MMI) due to either an off-the-job or on-the-job injury or illness, can he/she be assigned to a residual vacancy?**

**Response:** Only if the unencumbered employee is physically capable of performing the core duties of the assignment with reasonable accommodation, including any physical requirements identified in the residual vacancy pursuant to 37.3.E.7. Clerks can only be assigned to duty assignments for which they could have been permitted to bid.

**Section: 4.C.5 and 4.C.6**

**235. May an accommodated unencumbered light/limited duty employee who has not reached MMI be eligible for assignment on a residual duty assignment?**

**Response:** Yes. However, the residual assignment must be medically suitable with accommodation. Furthermore, the duties of the residual assignment may not require physical activity more demanding than the specific duties in the current assignment where the employee is being accommodated without medical review and concurrence.

**Section: 4.C.6**

**236. Is the application of Article 37.4.C.6 required if lower level residual vacancies still exist after applying Article 37.4.C.5?**

**Response:** Yes. The assignment of unencumbered employees to lower level vacancies must be accomplished within 21 days of the duty assignment becoming residual.

**Section: 4.C.6**

**237. When assigning unencumbered employees to lower level residual vacancies under Article 37.4.C.6, are assignments made by seniority or juniority?**

**Response:** Assignments are made by juniority. However, prior to assigning, the residual vacancies must be offered to unencumbered employees who meet the minimum qualifications, and their preference shall be honored by seniority.

**Section: 4.C.6**

**238. When assigning unencumbered employees to residual vacancies pursuant to Article 37.4.C.6, are the assignments made based strictly on juniority?**

**Response:** No. There are exceptions to assigning by juniority when applying Article 37.4.C.6. Examples of exceptions are:

1. Unencumbered employees who are designated senior bidder on posted duty assignments and are demonstrating their intent to qualify by attending training are considered unavailable for assignment.
2. To be available for assignment, an unencumbered employee must meet the minimum qualifications of the residual vacancy.

**Section: 4.C.6**

**239. Is the assignment to a lower level residual vacancy pursuant to Article 37.4.C.6 considered an involuntary assignment?**

**Response:** Yes.

**Section: 4.C.6.a**

**240. When an unencumbered preference eligible is reached for assignment to a vacancy in a lower wage level, who is assigned to that vacancy?**

**Response:** The preference eligible will not be reassigned to a vacancy in a lower wage level. The junior non-preference eligible in the installation holding a duty assignment in the same wage level will be assigned to the lower wage level residual vacancy, and the unencumbered preference eligible will be assigned to the resulting vacancy. However, if the next junior unencumbered non-preference eligible unencumbered Clerk is junior to the junior non-preference eligible holding a duty assignment, the principles of seniority will be applied and the junior non-preference eligible unencumbered employee will be assigned to the lower level vacancy.

**Section: 4.C.6.a & b**

**241. If an employee in a saved grade status is in a deferment for a duty assignment at his/her former level, must the employee continue to bid to maintain saved grade?**

**Response:** As long as a good faith effort is being made to qualify, bidding for other duty assignments at the employee's former level is not required.

**Section: 4.C.6.a & b**

**242. If an employee in a saved grade status is designated the senior bidder and then withdraws from or fails to report to training, does the employee lose saved grade?**

**Response:** Yes.

**Section: 4.C.6.b**

**243. Can you explain the use of saved grade provisions contained in 3.7.4.C.6.b?**

**Response:** This saved grade provides a Clerk with two years during which they will not be expected to bid or apply in order to maintain their saved grade. After the two year period, and if the Clerk is still in the saved grade as provided for in Article 37.4.C.6.b, he/she is expected to bid or apply for all duty assignments in his/her former wage level for which they are qualified, or could become qualified by entering a scheme deferment period.

**Section: 4.C.6.b**

**244. If I have saved grade and bid to a job in my former level, will I keep the saved grade for two years?**

**Response:** No. Once you successfully bid to a job in your former level you lose saved grade protection under the provisions of 37.4.C.6.b.

**Section: 4.C.6.b**

**245. If a saved grade Level 7 Clerk in a Level 6 duty assignment bids on another Level 6 duty assignment does he/she lose the Level 7 saved grade?**

**Response:** No. The requirement to retain saved grade is to bid or apply to the former level positions. Bidding on a level position other than the former level does NOT forfeit saved grade.

**Section: 4.C.6.b**

**246. In reviewing 37.4.C.6.b, it is noted that after two years Clerks will be expected to bid or apply for former level duty assignments for which they are qualified or may become qualified by entering a scheme deferment period. Does this mean that they have to bid or apply for former level duty assignments that require a skill such as SSA?**

**Response:** No. Not unless they have a live record on the particular skill.

**Section: 4.C.6.b**

**247. Who is expected to bid on posted duty assignments?**

**Response:** Any Clerk in saved grade whose former level positions are the same level as the posted duty assignment if they are eligible and qualified in accordance with 37.4.C.6.b. For example, a former Level 7 Clerk receiving saved grade in a Level 5 position is expected to bid on those Level 7 duty assignments for which he/she is qualified. A former Level 6 in Level 5 is expected to bid on Level 6 posted duty assignments.



**Section: 4.C.6.b**

**248. If there are three former level duty assignments posted for bid and all the Clerks with saved grade bid or apply for only one of the former level duty assignments, have they all met the criteria of being expected to bid or apply to their former level?**

**Response:** Yes.

**Section: 4.C.6.b**

**249. If there are multiple former level duty assignments in the posting and only one saved grade Clerk who is expected to bid from the saved grade pool bids or applies, do the junior Clerks lose saved grade and, if so, how many lose saved grade?**

**Response:** The junior Clerks expected to bid who failed to do so will lose saved grade up to the difference between the number of duty assignments posted and the number of saved grade Clerks who bid.

**Section: 4.C.6.b**

**250. What if there were 5 posted applicable level duty assignments and 3 of the 10 Clerks in the saved grade pool bid for all five vacancies?**

**Response:** The two junior Clerks in the saved grade pool who failed to bid on any of the vacancies would lose the saved grade.

**Section: 4.C.6.b**

**251. What if there were 5 posted applicable level duty assignments and only 1 of the 10 Clerks in the saved grade pool bid for all 5 vacancies?**

**Response:** The 4 junior Clerks in the saved grade pool who failed to bid on any of the vacancies would lose saved grade.

**Section: 4.C.6.b**

**252. If the senior qualified Clerk with saved grade withdraws prior to entering training and loses his/her saved grade, are the remaining saved grade Clerks, e.g., the second bidder, etc. protected from losing their saved grade?**

**Response:** Yes.

**Section: 4.C.6.b**

**253. If the second senior bidder has saved grade and goes into training and fails after a saved grade Clerk withdraws, does he/she lose his/her saved grade?**

**Response:** No. As stated in 37.4.C.6.b, no more than one saved grade employee loses saved grade for each duty assignment posted. Since the first more senior bidder withdrew from training, he/she would be the one to lose saved grade for that assignment posted.

**Section: 4.C.6.b****254. Who is considered to be a “preference eligible”?**

**Response:** Preference eligibles are those employees who have acquired status as a veteran’s preference eligible employee in accordance with the law. [see ELM 354.215]

**Section: 4.C.6.b****255. When a clerk is placed into a lower level duty assignment to accommodate an excessed senior preference eligible Clerk, does he/she have retreat rights to the level?**

**Response:** No. If placed in a lower level duty assignment due to the placement of an excessed senior preference eligible Clerk, he/she will have retreat rights solely to the former duty assignment on a one-time basis if it gets posted as a vacancy. If he/she refuses the retreat rights, they lose saved grade protection.

**Section: 4.C.6.b****256. If a Clerk is qualified, is he/she expected to bid on every job that is posted to their former wage level after he/she has been in the saved grade for two years?**

**Response:** Yes. After the employee has been in the saved grade for two years, the employee is expected to bid for all former wage level duty assignments for which the employee is qualified or can become qualified by entering a scheme deferment period.

**Section: 4.C.6.b****257. If an unencumbered Level 7 Clerk bids to a Level 6 duty assignment and is given saved grade and then subsequently bids to a Level 5 duty assignment, is saved grade taken away?**

**Response:** No. As long as they fulfill their obligation after the two years to bid on former level duty assignments they are qualified for or can become qualified for, employees can bid within their current level or to lower levels without losing the saved grade.

**Section: 4.C.6.b****258. When does an unencumbered Clerk lose the right to receive Article 37.4.C.6.b saved grade?**

**Response:** Once the unencumbered Clerk has been notified in writing of assignment to a same or higher level duty assignment that Clerk will no longer have the option to receive Article 37.4.C.6.b saved grade protection. Any non-preference eligible unencumbered Clerk who, in the course of the assignment process in 37.4.C.6.b states a preference for assignment to a job in a lower wage level will receive the saved grade in accordance with 37.4.C.6.b. If an unencumbered non-preference eligible employee fails to state a preference when offered and is then involuntarily assigned to a lower wage level duty assignment, he/she will also receive saved grade in accordance with 37.4.C.6.b.

**Section: 4.C.7**

**259. Can an unencumbered employee hired from a machine register who has not qualified on a particular machine, be involuntarily assigned to a residual machine duty assignment?**

**Response:** Yes, but only after all unencumbered employees who have qualified on that machine have been assigned.

**Section: 4.D**

**260. If any of the 37.4.D exceptions occur, does a new 120 day period begin?**

**Response:** No, the 120 day period is cumulative calendar days. You simply subtract those weeks in which the exception(s) apply; partial week exceptions are not subtracted.

**Section: 4.D**

**261. Must the unencumbered clerk perform the same duties and work the same hours and days off for the 120 day period?**

**Response:** No.

**Section: 4.D**

**262. When a newly established duty assignment is created pursuant to 37.4.D, can management then revert the vacated duty assignment previously occupied by the successful bidder on the newly established 37.4.D duty assignment?**

**Response:** Duty assignments can be reverted in accordance with Article 37.3.A.2 if they are no longer needed. However, if that occurs, management must then post another newly established duty assignment in its place, if required to meet the criteria outlined in Article 37.4.D that the number of full-time or part-time regular duty assignments in the installation not be less than the number of full-time or part-time regular Clerks, as applicable.

**Section: 4.D**

**263. Does the language in 37.4.D apply to all installations and include all unencumbered clerks (full-time flexibles and unassigned regulars)?**

**Response:** Yes.

**Section 5. Conversion/Part-Time Flexible Preference****Section: 5.A**

**264. When filling full-time duty assignments, is bidding by part-time regular employees and preferencing by part-time flexible employees done concurrently?**

**Response:** Yes.

**Section: 5.A**

**265. Is there a standard procedure for simultaneous part-time regular bidding and part-time flexible preferencing?**

**Response:** No. The system for completing part-time regular bidding and part-time flexible preferencing is determined locally.

**Section: 5.A.2**

**266. If the senior part-time flexible clerk on the part-time flexible roll is currently qualified on a residual vacancy to be filled in accordance with Article 37.5, does the employee have the option of remaining part-time?**

**Response:** No, the employee does not have an option. The provisions of Article 37.5.A.2 clearly require conversion. The referenced provision states, "Part-time flexible employees shall be converted to full-time in the manner set forth in this section."

**Section: 5.A.2**

**267. Can part-time flexible employees be converted to full-time regular without using the preference procedures in Article 37.5?**

**Response:** Only if converting to meet the maximization requirements of Article 7, Section 3. In such case, the senior part-time flexible employee on the part-time flexible roll will be converted. Conversion pursuant to Article 7.3 is made without applying Article 37.5 and, therefore, the employee is converted to unencumbered full-time regular status. Conversions of the Maximization MOU in offices of 125 work years or more are to full-time flexible.

**Section: 5.A.5**

**268. When does the 28 day period begin for posting residual full-time vacancies for Part-time flexible preferencing?**

**Response:** a.) If there are no unencumbered employees to assign, the 28 day period begins on the date the vacant duty assignment became a residual vacancy. b.) If unencumbered employees are assigned to residual vacancies pursuant to Section 4.C., any remaining residual vacancies must be offered for PTF preferencing within 28 days of the date the unencumbered employees are notified of their assignment to the residual vacancies. c.) If the residual vacancy was withheld pursuant to Article 12 of the CBA and subsequently released, the residual vacancy must be offered for PTF preferencing within 28 days of the date the residual vacancy was released from withholding.

**Section: 5.A.5**

**269. Is there a negotiated time frame for placing the senior part-time flexible employee who stated a preference into training?**

**Response:** Yes. Normally, the employee would be placed into training within 10 calendar days.

**Section: 5.A.7**

**270. Is there a negotiated time frame for converting a part-time flexible employee who is currently qualified or who successfully completes training for a stated preference?**

**Response:** Yes. The employee should be converted and placed into the assignment within 28 days except in the month of December, with one exception. A Mark-up Clerk, Automated is converted to full time in the normal time frame but placement can be delayed up to 180 days.

**Section: 5.A.7**

**271. When a Mark-up Clerk, Automated is converted to full time unencumbered status under Article 7 Section 3, can the employee be bypassed for assignment to a residual vacancy for up to 180 days?**

**Response:** Yes.

**Section: 5.A.9**

**272. Are part-time flexible employees eligible to apply for residual best qualified duty assignments?**

**Response:** Yes. However applications from part-time flexible employees are not considered if a sufficient number of full-time employees who meet the minimum qualifications apply.

**Section: 5.A.11**

**273. If a part-time flexible employee is in training for a stated preference and is converted to full-time, either pursuant to Article 7, Section 3, or as the result of later being matched to a residual vacancy for which currently qualified, may the employee continue training for the stated preference?**

**Response:** Yes.

**Section: 5.A.11**

**274. Can a part-time flexible withdraw from training for a stated preference?**

**Response:** Only in limited situations as described in Article 37.5.A.10. If the employee is converted to full-time, either pursuant to Article 7, Section 3. or as the result of being matched to a vacancy for which currently qualified, the employee has the option of either remaining in training for the stated preference or withdrawing from training.

**Section: 5.B**

**275. What principles regarding part-time flexible employees exercising a preference on residual duty assignments were resolved by prearbitration settlement H4C-3T-C 33547?**

**Response:**

1. If a part-time flexible is in training for an assigned scheme and expresses a preference for a duty assignment which requires qualification on the same scheme, the part-time flexible does not receive additional training time.
2. A part-time flexible in training for an assigned scheme may still state a preference for a duty assignment which requires training. However, the employee must qualify on either the stated preference or the scheme assignment by the due date of the scheme assignment.
3. An employee who failed to qualify on an assigned scheme and has been issued a notice of removal or proposed removal, and has previously expressed a preference for a duty assignment with a different scheme requirement, may continue to train on that preference during the advance notice period of the removal, provided training time remains.

**Section: 5.B****276. What is meant by *machine assignment*?**

**Response:** Any clerk craft duty assignment on mechanization which requires hiring from a machine register or qualifying on a machine program such as Parcel Post Distributor, Machine; Flat Sorting Machine Operator; etc.

**Section: 5.B.1.4****277. May a part-time flexible employee in training for a stated preference state a preference for a subsequent residual vacancy?**

**Response:** An employee in training may not state a preference for any assignment on which he/she is not currently qualified. However, employees in training are required to state a preference for all assignments on which currently qualified.

**Section: 5****278. How do the provisions of Article 37.5 apply if there are five residual full-time *Mail Processing Clerk* duty assignments to be filled by conversion?**

**Response:** The top five part-time flexible employees on the part-time flexible roll who are currently qualified are converted and placed into the five assignments.

**Section: 5.C.2****279. When a part-time flexible employee states a preference and enters scheme training, is the training compensable?**

**Response:** Part-time flexible clerks who receive voluntary scheme training as a result of an expressed preference are scheduled and compensated on the same basis as a full-time employee who is a senior bidder on a duty assignment.

**Section: 5.C.2****280. If the senior part-time flexible clerk is currently qualified on more than one residual duty assignment, does the employee have an option of which assignment he/she will be placed in when converted?**

**Response:** The employee is given the option unless it would reduce the number of part-time flexible employees who could be matched to available duty assignments (as currently qualified) and converted to full-time.

**Section: 5.C.8**

**281. Do all part-time flexible preference provisions apply to part-time regular duty assignments?**

**Response:** No. Part-time flexible employees can exercise a preference for part-time regular duty assignments but cannot be involuntarily reassigned to that status.

**Section 6. Parcel Post Sorting Machines**

**Section: 6.A.2.a, 6.B.1**

**282. Is the application of the rotation systems for Parcel Post Sorting Machines a proper subject for labor-management committee meetings?**

**Response:** Yes.

**Section: 6.B.2**

**283. Does Chapter 6 of Handbook M-49 prohibit the training of Parcel Sorting Machine Operators whose performance levels are above minimal acceptable levels of performance?**

**Response:** No.

**Section: 6.B.2**

**284. Can records of parcel sorting machine volume in pieces per hour, per induction position, be kept in a supervisor's personal records?**

**Response:** Yes. However the records can not be used for work standards and/or discipline.

**Section 9. Computerized Forwarding System**

**285. Is there a policy governing employee rotation in the computerized mail forwarding unit (CFS)?**

**Response:** Yes. Either the 1998 CFS Rotation Memorandum of Understanding or a locally established rotation system would apply.

**Section 10. Listing of Key and Standard Positions**

**286. Is management required to furnish the union at the local level copies of key and standard positions?**

**Response:** No. However, if such information is relevant to investigating or processing a possible grievance or to administer the National Agreement, the local union representative would be entitled to a copy. It is noted that the union at the national level is furnished copies of all clerk craft key and standard positions.

**NEXT SENIOR BIDDER**

	<b>A. Before Close of Posting</b>	<b>B. After Close - Pretraining</b>	<b>C. First 4hr/5days Training</b>	<b>D. After 4hrs/5days Training, not qualified</b>
<b>1. Status of Bid</b>	<b>Canceled</b>	<b>Withdrawn</b>	<b>Withdrawn</b>	<b>Withdrawn</b>
<b>2. Count as Senior Bid</b>	<b>No</b>	<b>*Yes</b>	<b>*Yes</b>	<b>*Yes</b>
<b>3. Bidding Restriction</b>	<b>No</b>	<b>No</b>	<b>**Yes</b>	<b>**Yes</b>
<b>4. Next Senior Bidder</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>No</b>
<b>5. Currently Qualified Bidder</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>Yes</b>

\* except if going to previous “live bidder” assignment

\*\* when withdrawal results from accepting a previous, current or subsequent bid, the 90 day restriction applies to the newly accepted bid.

<p><b>1. Classification of the bid?</b></p> <p><b>2. Is the bid counted as a senior/unsuccessful bid?</b></p> <p><b>3. Is there a 90 day bidding restriction?</b></p> <p><b>4. Is the assignment awarded to the next senior bidder?</b></p> <p><b>5. Is the duty assignment awarded to the senior currently qualified bidder?</b></p> <p><b>A. Action taken (cancellation) before the close of posting.</b></p> <p><b>B. Action taken (withdrawal) after the close of posting but prior to beginning of training</b></p> <p><b>C. Action taken (withdrawal) before completing the first four hours, within the first five days of training.</b></p> <p><b>D. Action taken (withdrawal) after completing the first four hours, within the first five days of training.</b></p>
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(Use legend numbers or letters for clarification)



**FULL AND PART-TIME REGULAR BIDDING**

	<b>New FTR</b>	<b>Vacant FTR</b>	<b>Reposted FTR</b>	<b>Residual FTR</b>	<b>Residual FTR Resulting from Reposting</b>	<b>New PTR</b>	<b>Vacant PTR</b>	<b>Reposted PTR</b>	<b>Residual PTR Resulting from Reposting</b>
<b>Full time Regular</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes***</b>	<b>No</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
<b>Part- time Regular</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>Yes**</b>	<b>Yes**</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes***</b>	<b>Yes</b>
<b>PTR- Former FTR</b>	<b>Yes*</b>	<b>No</b>	<b>No</b>	<b>Yes**</b>	<b>Yes**</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes***</b>	<b>Yes</b>

**\* If currently qualified**

**\*\* If senior to the senior part-time flexible who states a preference.**

**\*\*\* If at the same or higher level for Level 6, 7, or 8. The same level for Level 5.**

The above represents the type of duty assignments which are available for bid to: 1) full time regulars, 2) part-time regular, and 3) part-time regulars who were previously full-time regulars.

**QUESTIONS AND ANSWERS**  
**PART-TIME FLEXIBLE CLERKS WORKING IN OTHER INSTALLATIONS**

The following questions and answers represent the mutual understanding and agreement of the APWU/USPS concerning part-time flexible clerk craft employees who are required to work outside their home office. This agreement covers, but is not limited to, part-time flexible clerk craft employees who are required, as a condition of employment, to work in installations other than their home office (national case Q90C-4Q-C 93034651). This agreement is not applicable and is without prejudice to the position of either party regarding the assignment of other crafts and/or categories of employee outside their home office.

**1. Does requiring a part-time flexible clerk to work in more than one installation violate the National Agreement?**

**Response:** No, part-time flexible clerks may be assigned to work in offices outside their home office (the “Employ Office” identified on PS Form 50) provided such assignment is otherwise consistent with the National Agreement.

**2. How are part-time flexible clerks scheduled when they are required to work outside their home office?**

**Response:** The home office postmaster or designee is responsible for scheduling the work location and starting time. The postmaster or designee in the actual work location is responsible for determining the number of hours worked.

**3. How are part-time flexible clerks selected to work in other installations?**

**Response:** Several factors are considered such as the required skills, availability of the part-time flexible clerks, other scheduling and leave commitments, when the request was made, etc. Such scheduling may not be made in an arbitrary manner.

**4. Is management required to post an advance schedule for part-time flexible clerks assigned to work outside their home office?**

**Response:** No. The posting of an advance schedule for part-time flexible clerk craft employees is not required, unless by mutual agreement at the local level. Conversely, there is no contractual requirement or intention that obligates part-time flexible employees to remain at home or to call the post office to determine whether their services are needed. Accordingly, posting an advance schedule for part-time flexible clerks may be mutually beneficial. It is noted that posting an advance schedule for part-time flexible clerks does not create a contractual work hour guarantee, as all part-time flexible employees are assigned to a flexible schedule which is subject to change according to business needs.

**5. May part-time flexible clerks working in more than one installation be required to work more than twelve hours in a service day?**

**Response:** Such scheduling must be consistent with Section 432.32 of the Employee and Labor Relations Manual which states in relevant part:

*Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the postmaster general (or designee), employees may not be required to work more than 12 hours in 1 service day. In addition, the total hours of daily service, including scheduled workhours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours.*

**6. Which office should an employee contact when reporting an unscheduled absence?**

**Response:** Employees must contact the office where they are scheduled to work on the day of the absence. The postmaster or designee of that office is responsible for completing PS Form 3971, notifying the employee's home office of the absence, and forwarding the PS Form 3971 to the home office.

**7. Who is authorized to act on a request for incidental leave which is submitted on a day the employee is working outside his/her home office?**

**Response:** The postmaster or designee in the office where the employee is working is responsible for acting on incidental leave requests; however, such leave should be coordinated with the home office postmaster or designee.

**8. What is the minimum number of hours in a service day that part-time flexible clerks can be scheduled or requested to work?**

**Response:** When working in installations with 200 or more **work** years of employment, the Article 8.8.C guarantee is four hours. When working in installations with less than 200 **work** years of employment, the Article 8.8.C guarantee is two hours.

**9. How is the work hour guarantee determined when a part-time flexible clerk is assigned to work in a different office?**

**Response:** The Article 8.8.C guarantee is determined by the size of the office where the work is performed, not by the employee's home office.

**10. When does the guarantee take effect?**

**Response:** When the employee reports to work as scheduled. No guarantee applies when the employee is notified prior to reporting to work that the previously scheduled workday is canceled.

**11. Does a part-time flexible clerk who returns to work on the same day receive another guarantee period?**

**Response:** It depends on the circumstances. The following guarantees apply regardless of whether an employee works in more than one installation during the guarantee period:

When an employee completes a scheduled tour and clocks out, then is notified to clock in and resume working, that is considered a callback. All career bargaining unit employees are guaranteed 4 hours work, or pay, if called back to work on a day when they have completed their assignments and clocked out. This guarantee is applicable to any size office. (See ELM Exhibit 432.62).

When a part-time flexible employee is notified prior to clocking out that he or she should return *within* 2 hours, it is considered a split shift and no new guarantee applies. However, if prior to clocking out, the part-time flexible employee is told to return *after* 2 hours, that employee (in any size office) must be given a minimum of 2 hours work.

When an employee works in two installations with different work hour guarantees during a single guarantee period, the employee receives the higher guarantee (four hours rather than two hours).

**12. May part-time flexible clerks be assigned to work overtime outside their home office?**

**Response:** Yes, however, overtime work in a specific work location must first be assigned to qualified and available clerk craft employees on the overtime desired list in that work location, as defined under Article 8, Section 5 of the National Agreement and, when applicable, the Local Memorandum of Understanding.

**13. Does a home office part-time flexible clerk receive a preference for work hours over a part-time flexible clerk from another installation?**

**Response:** Yes, during the course of a service week management is required to make efforts to assign qualified and available home office part-time flexible clerks to straight time hours before assigning such work to employees from other installations.

**14. Does scheduling a part-time flexible clerk to another office impact leave percentages contained in the Local Memorandum of Understanding (LMOU) in the scheduled employee's home office?**

**Response:** No. Part-time flexible clerks are considered in the home office when calculating any leave percentages required under the LMOU regardless of whether they are detailed to another office. Part-time flexible clerks are not considered for the purpose of calculating leave percentages outside their home office. Also, requests for choice vacation periods and advance requests for incidental leave are controlled by the part-time flexible employee's home office LMOU and the applicable provisions of the National Agreement.

**15. In which office are part-time flexible clerks considered for holiday scheduling under Article 11.6 of the National Agreement?**

**Response:** In the home office. While not required, part-time flexible clerks who are not scheduled in their home office may be scheduled to perform holiday work in another office after qualified and available part-time flexible clerks from that office.

**16. May part-time flexible clerks be assigned to work in offices where full-time regular employees have been excessed?**

**Response:** Yes, however such employees cannot be used to wholly replace full-time employees who were excessed.

**17. How is a part-time flexible clerk's relative standing on the part-time flexible roll determined when assigned to another office?**

**Response:** The employee remains on the part-time flexible roll of the home or "Employ Office" as determined by the employee's PS Form 50.

**18. Is there a requirement that a part-time flexible clerk receive a sixty-day notice pursuant to Article 12.5.B.5 prior to being temporarily assigned to work in another office?**

**Response:** No, the sixty-day notice is relevant only when an employee is excessed from his/her home office pursuant to the provisions of Article 12 of the National Agreement. It is not applicable to temporary assignments.

**19. Do the work hours of a part-time flexible clerk from another installation count for the purpose of maximization under Article 7.3.B of the National Agreement?**

**Response:** Yes, the part-time flexible clerk's hours are counted in the office where the work is performed. For the purposes of conversion under the Full-Time Flexible Memorandum, only the hours worked in the home office by the individual part-time flexible clerk count.

**20. Do part-time flexible clerks receive payment for travel time and/or mileage when required to travel to other offices?**

**Response:** It depends on the circumstances. Whether a part-time flexible clerk who is required to work outside his/her home office is entitled to compensable travel time or mileage is determined by applying the applicable provisions of Section 438 of the Employee and Labor Relations Manual (ELM) and Chapter 7 of Handbook F-15.

**21. How should compensable travel time be documented?**

**Response:** In accordance with Section 260 of Handbook F-21.

**22. How do part-time flexible clerks who are required to work in other installations submit requests for mileage reimbursement?**

**Response:** By properly completing PS Form 1164 or PS Form 1164e and submitting it to the home office postmaster or designee on a weekly basis.

**23. Is there a limit on the number of miles part-time flexible clerks may be required to travel when assigned to another installation?**

**Response:** Normally, such employees will not be required to travel more than 50 miles from their duty station. This 50 mile criteria is measured as the shortest actual driving distance between installations.

**24. Is there a limit on the number of flexible credits that may be assigned to a part-time flexible clerk?**

**Response:** No, however, Part 426.63 of the F-1 Handbook states that postmasters or supervisors should *cancel stamp credits not used at least once in an AP* (accounting period).

**25. May a part-time flexible clerk working in more than one installation have financial accountabilities which require POS, IRT and/or manual PS Form 1412?**

**Response:** Yes.

**26. May a part-time flexible clerk who is working in more than one installation be assigned more than one scheme?**

**Response:** Yes, however, Part 310 of Handbook M-5 states that scheme assignments may be *made when management has a reasonable expectation that employees will work a scheme for at least 30 hours within an accounting period.*

**27. What determines the location of an employee's "immediate supervisor" and "certified steward" for the purposes of Article 15.2, Step 1?**

**Response:** Normally, a Step 1 grievance will be investigated and/or discussed at the location the grievance is alleged. However, there may be circumstances where this is not feasible. In these situations a grievance may be initiated in the employee's home office.

**OCR – BCS – DBCS STAFFING**

Normal staffing for the OCR, BCS and/or DBCS will be two Mail Processing Clerks to perform the loading, feeding and sweeping functions.

**1.** Does the settlement mean that there must always be two Mail Processing Clerks assigned to the OCR, BCS and/or DBCS?

**Response:** No, that is the normal staffing.

**2.** Would it be a violation if there was only one clerk working on the OCR, BCS and/or DBCS at the start of the run?

**Response:** No. There may not be a need for two Mail Processing Clerks at start up or close out.

**3.** Would it be a violation if there was only one clerk working on the OCR, BCS or DBCS because of the limited volume for that sort program?

**Response:** Once again, the “normal” staffing is two Mail Processing Clerks, but there may be circumstances where the staffing is reduced.

**4.** Would low volume zone runs be an example?

**Response:** Yes, if the volume available for a DPS zone is such that there is no or minimal sweeping activity required during the run, one operator may be sufficient. One operator may also be sufficient if the volume is such that one operator can load, then sweep before the bins fill up, and then return to loading.

This settlement addresses minimum staffing, and is not intended to impact those offices where there have been agreements involving more than two operators per machine (due to unique rotations or other local factors.)

## ENTRANCE BATTERY 473 Questions and Answers

**1.** How will current clerk craft employees be impacted by implementation of the new Battery Test 473?

**Response:** For all career clerk craft employees other than Computerized Forwarding System (CFS) Clerks covered by the Memorandum of Understanding Re: Computer forwarding System – CFS Clerk Reassignment (December 19, 2002), and Remote Encoding Center (REC) site career employees covered by the Memorandum of Understanding Re: REC CLOSINGS- CLERK CRAFT ONLY (March 31, 1999), the new test will have no immediate impact. Employees will continue to be able to bid on those vacant assignments on which they were previously able to bid, and will continue to voluntarily transfer into and be involuntarily excessed into those positions previously available to them under the old Battery Test 470. This will be true as well for employees exercising their right to restoration after full or partial recovery from a job-related illness or injury.

**2.** How are CFS Clerk Craft employees in sites scheduled for closure impacted?

**Response:** For career clerks, the MOU that applies to CFS site closings, noted above, specifically waives the Battery Test 470 requirement for purposes of reassignment subsequent to a CFS closing. There is no provision to waive a successor test. Those career employees affected by CFS site closings, however, will be given the opportunity to take Battery Test 473 to facilitate placement.

**3.** How are REC Clerk Craft employees in sites scheduled for closure impacted?

**Response:** For career clerks, Data Collection Operators (DCO) who have completed one year of successful, continuous career service, after completing all the job qualifications (CBIT, OJT 440 hours of keyboard) will be deemed to be qualified on Battery Test 473.

Transitional Employees on the rolls in a REC site covered by the Memorandum of Understanding Re: REC CLOSINGS – TRANSITIONAL EMPLOYEES (July 14, 1999), will be given one opportunity to take Battery Test 473 at the nearest district.

**4.** To what positions will Battery Test 473 apply?

**Response:** It will apply to the positions of Mail Processing Clerk (Occ. Code: 2315-0063); Carrier, (City) (Occ. Code: 2310-2009); Sales, Service and Distribution Associate (Occ. Code 2320-0003); Sales and Services Associate (Occ. Code: 2320-0001); and Mail Handler – Level 4 (Occ. Code 2315-01XX).

**5.** Is a career clerk craft employee hired under the Battery Test 473 limited to bidding on mail processing, SSA, or SSDA positions?

**Response:** Employees hired pursuant to Battery Test 473 are covered by the Memorandum of Understanding Re: Interlevel Bidding – Entrance Examination Requirements.

**6.** Is the Postal Service going to establish a separate hiring register for each position covered by Battery Test 473?



**Response:** Career clerk craft employees hired pursuant to Battery Test 473 are covered by the Memorandum of Understanding Re: Interlevel Bidding – Entrance Examination Requirements.

7. Is the Postal Service going to establish a separate hiring register for each position covered by Battery Test 473?

**Response:** No, there is one register established from one exam opening. However, to allow for job and office choices, applicants are set up separately to reflect their choices.

8. As Battery Test 473 is implemented in each district, will old registers made up of individuals who had passed Battery Test 470 going to be replaced by registers with the names of individuals who have passed Battery Test 473?

**Response:** Yes.

9. Will Battery Test 473 replace any of the other current entry level tests for the Clerk Craft?

**Response:** No. It will replace only Battery Test 470. All other current entry level tests, such as Tests 710 (Clerical Abilities), 725 (Verbal Abilities), and 711 (Clerk Stenographer) remain in use at this time.

10. Will APWU Transitional Employees (TE) be able to take Battery Test 473 pursuant to the current Memorandum of Understanding on enhancing career employment opportunities? What if a TE has already taken Battery Test 470?

**Response:** TEs (as set forth in the TE Agreements of 12/31/91 and 2/2/93, including TEs in dependent REC sites) will be able to take advantage of the Memorandum and take Battery Test 473. If a TE has already taken Battery Test 470 twice as allowed by the current Memorandum, the TE may take Battery Test 473 up to two times as well. As noted in the Memorandum, TEs "...will be permitted to retake any exam which is subsequently discontinued and replaced." Districts implementing the new Battery Test 473 should take appropriate steps to notify affected TEs of the need to take it in order to remain eligible for career employment on a register. APWU TEs taking advantage of this MOU can only choose APWU jobs.

Note: This does not apply to TEs in independent REC Sites covered by the June 7, 1996 MOU Re: INDEPENDENT REMOTE ENCODING CENTERS – ENTRANCE EXAMINATION OPPORTUNITIES FOR TRANSITIONAL EMPLOYEES. TEs in independent REC sites will continue to be provided two 710 examination opportunities and are not affected by the implementation of Battery Test 473.

11. If an individual scored higher on Battery Test 470 than subsequently on Battery Test 473, will the higher test score be recorded on the new register?

**Response:** No. The new register will reflect the score achieved on Battery Test 473, whether it is higher or lower than that scored on Battery Test 470.

12. How many 470 hiring registers are there system-wide?

**Response:** As of June, 2004, the last time this information was collected, there were 610 carrier registers, and 652 clerk registers.

## ARTICLE 38 MAINTENANCE CRAFT

**NOTE: All Maintenance Craft employees will receive a one pay level upgrade effective February 16, 2008.**

### ARTICLE 38.2

#### **SENIORITY**

There are three definitions of seniority within the maintenance craft.

Article 38.2.E defines *Service Seniority* and includes all time in the maintenance craft regardless of installation.

Article 38.2.F defines *Installation Seniority* and is computed as all continuous time in the maintenance craft in the same installation. Installation seniority has applications such as determining preferred assignments of employees who enter into a regular workforce position in a particular occupational group and level on or after June 25, 1992 (Article 38.2.G.2); 2) the tie-breaker for rankings on Promotion Eligibility Registers within the same banded scores (Article 38.5.B.8); and the ranking of employees within an occupational group and level for excessing purposes under Article 12 (Article 38.3.K).

Article 38.2.G, *Seniority for Preferred Assignments* is often referred to as the “grandfather clause.” Article 38.2.G.1 applies to employees who entered or received a particular position in an occupational group and level prior to June 25, 1992. All employees in this category are considered senior for preferred assignment to all employees who entered or received a particular occupational group and level on or after June 25, 1992. Article 38.2.G is applied when making a selection from a preferred assignment register (PAR). Employees are ranked first pursuant to Article 38.2.G.1 prior to ranking employees pursuant to Article 38.2.G.2.

### ARTICLE 38.3.C

The installation head is responsible for the day-to-day administration of seniority. Article 38.3.C shall be open to negotiations at the installation level with the designated agent of the APWU. The Local Memoranda of Understanding (pursuant to Article 30) may identify what type of seniority, *Service Seniority*, *Installation Seniority* or *Preferred Assignment Seniority* (Article 38.2.E, 38.2.F, and 38.2.G), is used for overtime, holiday or leave selection.

### ARTICLE 38.3.F

When a maintenance employee is excessed to another installation pursuant to Article 12 “grandfather status” does not carry forward from one installation to another. Rather, “grandfather status” is installation specific. Seniority for Preferred Assignments referred to in Article 38.3.F.4 is an employee’s seniority, which is used for preferred assignments. An employee who is reassigned pursuant to Article 12 and who later returns to the same installation and occupational group would have “grandfather status” applied.

**ARTICLE 38.3.G**

The following are examples of the application of article 38.3.G, *Reduction in Seniority for Preferred Assignments*:

1. **EXAMPLE:** On June 1, 1991 an employee changed voluntarily from an Area Maintenance Technician, PS-8 (AMT8), to an Area Maintenance Specialist, PS-7 (AMS7), within the same installation. The employee was previously an AMS7 prior to being promoted to AMT8. The employee's seniority for preferred assignment was eight years, two months which was the time spent from entry into the AMS7 position. Seniority for preferred assignments would be established at the AMS7 period of seniority (eight years, two months) with no credit for the time spent as an AMT8.
2. **EXAMPLE:** On June 1, 1991 an employee changed voluntarily from an Area Maintenance Technician, PS-8 (AMT8), to a Maintenance Mechanic, PS-5, within the same installation. The employee was previously an Area Maintenance Specialist, PS-7 (AMS7), prior to being promoted to AMT8 in the same installation. Seniority for preferred assignments would be established as one day less than the junior Maintenance Mechanic, PS-5, or the employee's installation seniority, whichever is lesser.
3. **EXAMPLE:** On July 1, 1992 an employee changed voluntarily from an Area Maintenance Technician, PS-8 (AMT8), to an Area Maintenance Specialist, PS-7 (AMS7), within the same installation. The employee was previously an AMS7 prior to being promoted to AMT8. Seniority for preferred assignments would be determined by installation seniority in accordance with Article 38.2.G.2.

**ARTICLE 38.3.J**

Seniority tie breakers are listed in order in Article 38.3.J. Tie breakers are applied in order until the tie is broken.

Employees excessed into the maintenance craft under the provisions of Article 12 of the 2001-2006 National Agreement, shall begin a new period of seniority.

**ARTICLE 38.3.K*****EXCESS EMPLOYEES***

**Installation seniority governs in identifying excess employees within an occupational group and level.**

**Employees excessed to lower level under Article 12 into or remaining in the Maintenance Craft shall receive saved grade. Employees receiving saved grade are required to request placement on Promotion Eligibility Registers in their former higher level.**

**Current Maintenance Craft employees who are reassigned pursuant to Article 12.5.C.4 (cross section within the craft and installation) retain retreat rights to their former section (occupational group and as identified in their LMOU). The application of their retreat rights, in this specific instance, occurs following the use of the PAR in the section (identified in their LMOU) from which they were excessed and immediately prior to using the PER.**

**ARTICLE 38.4.A.1*****POSTING – NOTICE OF INTENT***

Article 38.4.A.1 provides for the following:

- The posting of a Notice of Intent to fill vacant or newly established duty assignments.
- Notices of Intent are posted for a period of seven calendar days.
- A copy of the Notice of Intent shall be furnished to the local union.
- A duty assignment will be filled using the appropriate preferred assignment selection register and/or promotion eligibility register.
- An employee on sick leave or off-site training on the day of the posting shall be furnished a copy of any applicable Notice of Intent.
- An employee who is absent on annual leave and who has submitted a written request, stating the employee's mailing address, will be provided a copy of any applicable Notice of Intent by mail.

If an employee has been granted leave without pay (LWOP), determining whether an employee is automatically provided a copy of the Notice of Intent (NOI) or whether the employee must request a copy of the NOI is based on the paid leave category that the employee was otherwise eligible for. Examples:

- An employee who is off work due to illness or injury on the day of the posting elects to use LWOP instead of sick leave. The NOI would be provided to the employee.
- An employee who takes LWOP instead of annual leave is required to make written request for a copy of the NOI.

***NEW POSITIONS IN AN INSTALLATION***

When either a newly established position as defined in Article 1, Section 5 or an established position is authorized in an installation for the first time for which a promotion eligibility register (PER) has not been created, management shall solicit applicants for inclusion on the PER by posting a notice on all official bulletin boards.

- This notice shall be posted for 30 calendar days.
- An applicant will be notified of the results no later than 150 days from the closing date, provided the application was properly completed.
- A Notice of Intent to fill the position should be posted within 14 days of receipt of PER results.

**ARTICLE 38.4.A.2**

Article 38.4.A.2 requires a Notice of Intent to be posted within thirty days of a position (duty assignment) becoming vacant, unless written notification is sent to the union with the reasons the duty assignment is being withheld. Article 38.4.A.3 allows an additional ten days for completing the reversion process, for a total of forty days to complete the reversion notification process.

**ARTICLE 38.4.B**

The “registers of eligible employees” addressed in Article 38.4.B includes both the PAR and PER.

**ARTICLE 38.4.C**

Article 38.4.C provides the information that must be listed on a Notice of Intent and includes: the “principle assignment area (e.g., section and/or location of activity)” and “physical or other special requirements unusual to the specific assignments.”

A Notice of Intent may cause more than one duty assignment to be filled from that posting. Prior to posting the Notice of Intent, management must determine if there are duty assignments that will be reverted or changed if they are vacated during the bidding process. These duty assignments must then be listed on the *Notice of Intent*. (Article 38.5.B.5)

**ARTICLE 38.5.A*****PREFERRED ASSIGNMENT REGISTERS (PAR)***

A selection form is completed by employees which lists in numerical order the specific duty assignments in their current occupational group and level that they prefer over the one they currently hold. The listing of employees by occupational group and level, using the seniority under Article 38.2.G, constitutes the preferred assignment register (PAR).

Within fifteen calendar days of entry into the craft or installation, employees must be provided a written notice advising the employees that they have thirty days from receipt of the notice to apply and be placed on the preferred assignment register (PAR).

**ARTICLE 38.5.A.7*****PAR – PART-TIME REGULAR EMPLOYEES***

Part-time regular employees, who submit a preferred assignment register (PAR) form for a full-time duty assignment, will be awarded the vacant duty assignment before promoting a full-time employee from a lower salary level, or before any lateral transfer, provided the part-time regular employee is senior to the full-time employee in the lower level.

**ARTICLE 38.5.B*****PROMOTION ELIGIBILITY REGISTER (PER)***

The PER is the ranking of eligible employees for promotion to another occupational group, including to a different occupational group within the same level. Employees occupying duty assignments of a higher level than the position of the PER are not listed, even if they have an eligible rating.

Within fifteen calendar days of entry into the craft or installation, an employee must be provided a written notice advising the employee they have thirty days from receipt of the notice to request to be placed on the appropriate promotion eligibility register (PER).

New to craft/installation employees applying for the PER will receive their results within 150 days from the date of submission of the application.

If two or more maintenance occupational groups exist in an installation or in an installation where an employee is domiciled, a promotion eligibility register (PER) offering promotional opportunity for those occupational groups must be established in that installation

Part-time regular employees can be placed on a PER, but will be considered only after all full-time regular employees on that PER have been selected or declined the opportunity for promotion. This rule applies to the PER only and does not relate to or impact the PAR selection process for part-time regular employees under Article 38.5.A.7.

Part-time regular employees are placed on the PER below full-time regulars consistent with their achieved scores.

**ARTICLE 38.5.B.7*****OPEN SEASON***

The March time frame noted in Article 38.5.B.7 is commonly referred to as “open season.” **Open season occurs every three years.** The next open season opportunities based on the current contract language will be March 1, 2009. This opportunity is not for an employee who previously received an ineligible rating. An employee with an ineligible rating would use the update process.

All positions in an installation, both MSS and Non-MSS, are available for application for inclusion on the appropriate promotion eligibility register during open season.

Management will complete the initial MSS and Non-MSS process for inclusion on the promotion eligibility register within 150 days from March 31.

***ORDER FOR FILLING VACANT MAINTENANCE POSITIONS***

The appropriate PAR and PER must be exhausted before considering other hiring options. To be considered qualified an employee must either be eligible under the current in-craft process for the position in question or be a maintenance craft employee in the same level and occupational group as the vacancy.

The following is the order for filling vacant maintenance positions:

1. Select the ranking employee on the appropriate preferred assignment register (PAR).
2. An unassigned regular employee may be assigned to the vacant duty assignment.
3. Consider higher level qualified maintenance employees requesting change to lower level. A “previously submitted” written request for assignment to lower level must have been submitted prior to the close of the Notice of Intent (Article 38.5.A.10).
4. Select the ranking employee on the appropriate promotion eligibility register (PER).
5. Consider maintenance craft employees requesting transfer before or after in-service procedures in the following order:
  - a. When maintenance craft employees who have requested a transfer are considered first:
    1. Consider maintenance craft employees who are already qualified for the position in question.
    2. Consider maintenance craft employees who are not qualified for the position in question but have been afforded an opportunity to qualify under the provisions for qualifying for transfer (see EL-304, *Qualifying for Transfer*).
  - b. If in-service procedures are considered first:
    1. Give priority consideration to career maintenance craft employees using the in-service register in score order.
    2. Consider other career postal employees, regardless of craft or position, on the in-service register in score order.
6. Consider current career employees for return to maintenance craft to a position previously held or to any position of equal or lower level for which he/she holds an eligibility rating. Employee must meet the time and eligibility criteria (outlined below).
7. Consider former career postal employees for return to maintenance craft to a position previously held or to any position of equal or lower level for which he/she holds an eligibility rating. Applicants must meet the reinstatement requirements and the time and eligibility criteria (outlined below).
8. Consider entrance register eligibles in score order.

***ELIGIBILITY CRITERIA FOR RETURN TO THE MAINTENANCE CRAFT***

Following is the eligibility criteria for consideration of current career employees and former career postal employees for return to maintenance craft positions:



- The employee must have held a position in the maintenance craft for at least one year.
- The employee must have an eligible rating (in-craft, in-service, or entrance) dated January 1, 1989 or later. (Note: Expired entrance eligibility ratings are acceptable as long as the test specifications have not changed. Also, with the exception of the entry-level custodian exam, maintenance examinations must not be administered noncompetitively).
- Current career employees can be reassigned only to a position previously held or to any position of equal or lower level for which the employee is qualified (no promotion). Selection must be within three years of leaving the maintenance craft.
- Former career postal employees can be reinstated only to a position previously held or to any position of equal or lower level for which the employee is qualified (no promotion). Selection must be within three years of leaving the maintenance craft. Former postal career employees must meet the eligibility requirements for reinstatement consideration.

### ***SUCCESSFUL APPLICANTS***

Article 38.5.C provides that an employee who receives a promotion predicated on the successful completion of training and fails that training is declared inactive on the promotion eligibility register (PER). The PER shall be annotated with an asterisk indicating the employee's requirement to update. The employee may request an update based on additional training, education, or experience in the deficient KSA. Upon receipt of a qualifying updated score, the employee will be activated on the PER, the asterisk will be removed, and the employee will be ranked accordingly.

### **ARTICLE 38.5.C**

Training required of successful applicants pursuant to Article 38.5.C.3 shall be scheduled and satisfactorily completed within a reasonable period of time which, absent unusual circumstances, shall not exceed one year from the date of the announcement of the successful applicant.

- There may be instances, for various reasons, where an employee who receives a promotion based on successful completion of training refuses to attend the training within the one year period. On a case by case basis, management must determine if the explanation given for the refusal is valid. If it is determined not to be valid, the employee is declared an unassigned regular in the employee's original occupational code and level, and the position reposted. The employee will be bypassed on the promotion eligibility register for this posting.
- If the explanation is valid, the time limit may be extended (on a one-time basis) until the receipt of training results from the National Center for Employees Development for the next scheduled course, provided the extension does not exceed one year.



**ARTICLE 38.5.D*****PROMOTION ELIGIBILITY REGISTER UPDATE***

Article 38.5.D provides that an employee who has acquired new or additional training, education, or experience pertinent to a qualification for a position may request a PER update.

Simply reading a magazine or general article is not sufficient to request an update.

Management will complete the update within thirty-seven days (seven days to request material and thirty days to complete the update process).

The promotion eligibility register shall not be updated during the seven calendar days established under Article 38.4.A.1.

**ARTICLE 38.6.A*****TRAINING***

Article 38.6.A.2 provides that as soon as approved training allocations are received at an installation, advance written notices will be published soliciting volunteers. **This notice will be posted as far in advance as possible and the employee selected shall be notified as far in advance as possible. If a training opportunity becomes available when two week notice can not be given (i.e. – unforeseen circumstance or changes in machine deployment schedules), the Local Union (e.g. - Maintenance Craft Director) will be notified and the opportunity will be identified as *short notice* and offered first to the senior qualified volunteer within the occupational group, level and tour where the need for the skill exists. No employee shall be required to attend off site training with less than two (2) weeks notice).**

A list of those volunteers shall be posted and a copy furnished to the local union.

**The senior volunteer within the identified occupational group and tour where the need for the skill exists will be selected for the training opportunity. Conversely, if no volunteers are received the junior employee within the identified occupational group and tour will be chosen. The identified occupational group and tour, if any, will be indicated on the written notice soliciting volunteers. Unless otherwise agreed to in writing by the parties at the Local level, the seniority used for training selections is installation seniority as defined in Article 38.**

The Postal Service has the right to require an employee to remain in a **duty assignment** pursuant to Article 38.6.A.5. However, the employee must be notified prior to the beginning of training that he/she will be required to remain in the **duty assignment**. This may be accomplished by indicating the lock-in period on the notice of training billet(s) or by notifying the employee in writing.

When selection is made from the preferred assignment register (PAR), employees in the same occupational group and level as the vacancy are considered qualified and no additional training can be required prior to selection.

**ARTICLE 38.7.C*****RELIEF ASSIGNMENTS***

Relief Assignments may be established pursuant to Article 38.7.C to cover absences of five working days or more for certain types of leave or training. However a continual failure to utilize a relief employee for bid coverage assignment may indicate the relief assignment is not required.

Hours worked pursuant to an employee's relief duty assignment do not qualify for out-of-schedule premium pay. Notification of the hours of the relief assignment is not required by Wednesday of the preceding week.

The establishment of relief assignments in the maintenance craft shall be kept to a minimum and within the same occupational groups and levels.

**ARTICLE 38.7.E*****NON-BARGAINING UNIT DETAILS***

The duty assignment of a maintenance employee detailed to a non-bargaining unit position in excess of four months shall be declared vacant and posted and filled in accordance with Article 38. The four months is consecutive and is calculated by month. For example, employees detailed to a non-bargaining unit position on April 16 must end their detail the close of business on August 15 to retain their bid assignment.

Maintenance employees detailed to a non-bargaining unit position are ineligible to accept any **promotion or** preferred duty assignment(s) while on such detail.

Employee returning to the bargaining unit solely to prevent their duty assignment from being posted for bid violates the Agreement. However, it does not violate the Agreement for an employee to return to the bargaining unit for other reasons. **An employee detailed to a non-bargaining unit position must return to the craft for a minimum of one continuous pay period to prevent circumvention of the intent of this provision. The reference to "one continuous pay period" means inclusive of days 1 – 14 of a specific pay period. However, while employees may take paid or unpaid leave during the 14 day period, in no event shall the entire 14 days be in a leave status.**

Employees detailed to non-bargaining unit positions are not entitled to outside of schedule overtime (Out-of-Schedule Premium).

**NOTE: All Maintenance Craft employees will receive a one pay level upgrade effective February 16, 2008.**

## **ARTICLE 38 QUESTIONS AND ANSWERS MSS/PROMOTIONS**

1. If an employee does not complete the necessary forms for the review panel process, can the employee be disqualified and considered as a non-applicant?

**Answer:** Yes. The employee has the obligation to totally complete all required forms by the deadline date. An employee who, because of unavoidable circumstances, did not submit the necessary forms may be considered for reinstatement.

2. If an employee checks the block in the Candidate Supplemental Application signifying no experience in a Knowledge, Skill, or Ability, what happens?

**Answer:** The employee is not interviewed on this Knowledge, Skill, or Ability, and receives the lowest possible review panel rating on this Knowledge, Skill, or Ability.

3. Is the mere reading of a magazine or general article sufficient for an employee to request an update?

**Answer:** No.

4. If an employee receives a promotion based on successful completion of training and fails that training, what happens to that employee's standing on the Promotion Eligibility Register?

**Answer:** The employee is declared as inactive on the Promotion Eligibility Register and the Promotion Eligibility Register shall be annotated with an asterisk indicating the employee's requirement to update. The employee may request an update based on additional training, education, or experience in the deficient Knowledge, Skill, or Abilities. When the update score is received, the employee's name will be activated, the asterisk removed and the employee ranked accordingly.

5. An employee receives a promotion based on successful completion of training and then, for various reasons, refuses to attend this training. Is this employee still promoted to the position after 365 days?

**Answer:** On a case by case basis, management must determine if the explanation given for the refusal is valid. If it is determined to not be valid, the employee will be declared an unassigned regular in his/her original occupational code and level and the position reposted. The employee will be bypassed on the Promotion Eligibility Register for this posting. If the explanation is valid and, on a one-time basis not to exceed another 365 days, the time limit may be extended until the receipt of training results from the National Center for Employee Development for the next scheduled course.

6. Can Industrial Electrical Service be used as a qualifying course for the Maintenance Mechanic, PS-5 position?

**Answer:** Yes. However, the Maintenance Mechanic, PS-5 will not be held responsible for passing the module concerned with finding selected sections of the National Electric Code.

7. I have an employee who is in a “promotion pending successful completion of training” status. The Notice of Intent listed a specific course that this employee must attend. Do I have to post this billet for volunteers?

**Answer:** Yes. The billet is posted for volunteers where the need exists; however, an employee in a “promotion pending successful completion of training” may be selected.

### ***TRAINING***

1. An employee has successfully completed equipment training in the past but none of that equipment is now in the office. Is the employee required to attend and successfully complete training on the new equipment?

**Answer:** Yes.

2. May an employee selected from an in-service register be placed into that position prior to the date (PS Form 50) of the new assignment?

**Answer:** Yes. An employee may be detailed to the position for training purposes for up to a two week period ending with the reassignment.

### ***DUTIES AND RESPONSIBILITIES***

1. Can a Maintenance Mechanic, Mail Processing Equipment perform scanner alignments on mail processing equipment?

**Answer:** Yes. A Maintenance Mechanic, Mail Processing Equipment may perform alignments which are electro-mechanical or menu driven.

2. Can a Maintenance Mechanic, Mail Processing Equipment perform operational maintenance on equipment?

**Answer:** Yes. The position description, item 2 states “Observes the various components of the system in operation and applies appropriate testing methods and procedures to insure continued proper functioning”.

3. Can a PS-2 Custodian use a domestic type (canister, tank, upright, carpet, etc.) vacuum cleaner to perform interior cleaning?

**Answer:** Yes.

4. Can a Maintenance Mechanic, PS-5 reset and restart the Tray Management System?

**Answer:** Yes.

5. Can a Maintenance Mechanic, Mail Processing Equipment do simple replacement of a defective printed circuit board?

**Answer:** Yes, as long as the board is external to the computer.

6. Who will perform the overhaul of equipment previously done by Maintenance Overhaul Technical Service Centers (MOTSC)?

**Answer:** The work will become the responsibility of each individual office. This work will be reflected in the appropriate staffing document.

### ***CUSTODIAL***

1. What is the definition of “voluntary attrition”?

**Answer:** If the employee bids out, is promoted, quits, retires, or dies.

### ***GENERAL***

1. If there is more than one residual duty assignment being filled by promotion, assignment, reassignment, hire, or, transfer at the same time, how are the duty assignments awarded?

**Answer:** Employees make selections based upon their installation Seniority. In the case of multiple employees with the same Installation Seniority, selections will be made based upon the other “tie-breakers” identified in Article 38.3.J.1-7.

2. Must an employee new to the craft or installation be assigned to a Preferred Duty Assignment?

**Answer:** Yes. Within 60 days the employee shall be selected from the Preferred Assignment Register to a Preferred Duty Assignment or be assigned in accordance with Article 38.5.A8.

3. Where are Preferred Assignment Registers and Promotion Eligibility Registers established and posted?

**Answer:** If two or more maintenance occupational groups exist in an installation or in an installation where an employee is domiciled, a Promotion Eligibility Register for those occupational groups offering promotional opportunity must be established. If two or more employees hold duty assignments within the same occupational group, a Preferred Assignment Register must be established. These registers will be posted in the installation and will be used to fill vacant positions.

4. What is the procedure for stopping the maintenance bidding process prior to the breaks identified in Article 38?

**Answer:** Prior to posting the Notice of Intent, management must determine if there are duty assignments that will be reverted or changed if they are vacated during the bidding process. These duty assignments must then be listed on the Notice of intent.

## ARTICLE 39 MOTOR VEHICLE CRAFT

**NOTE: All Motor Vehicle Craft employees will receive a one pay level upgrade effective February 16, 2008.**

### ARTICLE 39.1

#### ***SERVICE SENIORITY***

Service seniority is based on total service in the motor vehicle craft regardless of occupational codes or levels. It begins with an appointment in the regular workforce in the motor vehicle craft. An employee may request a correction of seniority standing; however, it is the requesting employee's obligation to identify the basis of the request.

### ARTICLE 39.1.B

#### ***SENIORITY – PREFERRED ASSIGNMENTS***

Article 39.1.B.1 provides for seniority for preferred assignments. This seniority determines relative standing among full time employees eligible to bid. It is computed from entry into the regular work force position, in a particular occupational group and level. It continues to accrue as long as service is uninterrupted in the position, occupational group, level, and installation.

Article 39.1.B.2 sets the seniority for preferred assignments for motor vehicle employees who leave one position designation for another within the craft and same installation and return to their former position and level. The returning employee would regain the seniority the employee had at the point he/she left the position designation, without credit for time spent in the other position designation and level. Employees returning to their former position designation and level within 90 days (Article 39.1.B.5.c.), retain their seniority, augmented by the time spent in the other position designation and level, provided they remained in the same installation. Article 39.1.B.5.c allows for employees returning to the motor vehicle craft to regain craft seniority.

### ARTICLE 39.1.B.3

#### ***SENIORITY – REASSIGNMENT***

Article 39.1.B.3 provides that a full-time employee who is reassigned from another craft to the motor vehicle craft, begin a new period of seniority except as otherwise provided for in the National Agreement. An example of such an exception is Article 13, Section 6.

#### ***SENIORITY – EXCESSING***

Employees excessed into APWU represented crafts (clerk, maintenance, and motor vehicle) under the provisions of Article 12.5.C.5, shall begin a new period of seniority.

**ARTICLE 39.1.B.4*****SENIORITY TIEBREAKING***

Article 39.1.B.4 establishes the rules for seniority tiebreaking in the motor vehicle craft when two or more employees in the same position designation, salary level and installation have the same seniority date for preferred assignments.

**NOTE:** Article 39.1.B.4.c was added in 1998 to require total career motor vehicle craft service to count for breaking a seniority tie before casual time, as provided in Article 39.1.B.4.d. (formally Article 39.1.B.4.c).

**ARTICLE 39.1.B.5*****SENIORITY – RESTORATION***

Article 39.1.B.5 states the conditions under which an employee's seniority is restored. They are as follows:

- Reemployment after disability retirement
- Restoration
- Reassignment and return within 90 days

**ARTICLE 39.1.B.7*****TRACTOR-TRAILER – MOTOR VEHICLE OPERATOR VACANCIES***

Article 39.1.B.7 applies to Motor Vehicle Operators and Tractor-Trailer Operators. When filling full-time Tractor-Trailer Operator vacancies, the duty assignments must be posted to Tractor-Trailer Operators before posting the assignments to Motor Vehicle Operators. Once full-time Tractor-Trailer Operators have had the opportunity to bid on the vacancies, qualified full-time Motor Vehicle Operators may bid for any remaining Tractor-Trailer Operator duty assignments using their preferred assignment seniority. While a Motor Vehicle Operator cannot compete with a Tractor-Trailer Operator for a vacant Tractor-Trailer Operator duty assignment, a Tractor-Trailer Operator may directly compete with a Motor Vehicle Operator during bidding for a vacant Motor Vehicle Operator duty assignment. Article 39.1.B.7.d provides that seniority for preferred assignment is retained when changing between Motor Vehicle Operator and Tractor-Trailer Operator.

Article 39.1.B.7.e establishes the method for converting part-time flexible Motor Vehicle Operators and part-time flexible Tractor-Trailer Operators to full-time status. The motor vehicle craft part-time flexible roll contains both the Tractor-Trailer and Motor Vehicle Operators. Conversion to full-time vacancies will be made as follows:

- If the opportunity for conversion is to a vacant Tractor-Trailer Operator duty assignment, the senior part-time flexible employee who is qualified to operate a tractor-trailer, regardless of salary level, will be converted and placed into the vacant duty assignment.
- If the opportunity for conversion is to a vacant Motor Vehicle Operator duty assignment and the senior part-time flexible is a Motor Vehicle Operator the part-time employee will be converted and placed in the duty assignment.



- If the senior part-time flexible is a Tractor-Trailer Operator, the employee will be given the option of accepting the conversion. For example:

J. Brown	TTO
T. Smith	TTO
P. Jones	MVO

- If the residual vacancy is a full-time Motor Vehicle Operator duty assignment the first and second employee would have the option for conversion before P. Jones. If number one declined, and number two accepted, then T. Smith would be converted to full-time regular and placed in the duty assignment. However, should both one and two decline, then P. Jones is converted to full-time and placed in the assignment. A part-time flexible Motor Vehicle Operator may not decline conversion to an available Motor Vehicle Operator vacancy or, if qualified, Tractor-Trailer Operator vacancy.

#### **ARTICLE 39.1.B.8**

##### ***NEWLY ESTABLISHED MOTOR VEHICLE OPERATION***

When a new motor vehicle operation is established in an installation, Article 39.1.B.8 requires newly created Motor Vehicle Operator and Tractor-Trailer Operator duty assignments be offered and awarded to qualified vehicle maintenance service applicants employed in the same installation. However, if the provisions of Article 12, Section 5.C.7 are applicable, they must be complied with prior to offering the newly created duty assignments to the vehicle maintenance employees.

#### **ARTICLE 39.1.B.9**

Article 39.1.B.9 provide that when Tractor-Trailer Operator duty assignments are newly established in an installation, Motor Vehicle Operators who are not qualified will be given on-the-clock training, beginning with the senior Motor Vehicle Operator.

#### **ARTICLE 39.1.B.10**

Article 39.1.B.10 provides that when filling a motor vehicle vacancy pursuant to the provisions of Article 33, consideration will be given to the service seniority of motor vehicle applicants meeting the qualification standards for the position. However, the positions listed in Article 39.2.A.11 are filled using total service seniority of incumbents of duty assignments in the position(s) indicated, except for Motor Vehicle Operator and Tractor-Trailer Operator duty assignments.

#### **ARTICLE 39.1.B.11**

Article 39.1.B.11 establishes the rule for determining whether an auxiliary garage will be treated as an independent installation. If the auxiliary garage is within the normal commuting area, the garage is a part of the main installation. If it is beyond the normal commuting area, it will be treated as an independent installation, except for the purposes of administering the provisions of Article 1, Section 6; Article 7, Section 3; and Article 8, Section 8.



**ARTICLE 39.1.B.12*****MUTUAL EXCHANGES***

Article 39.1.B.12 allows for a mutual exchange between employees in the same occupational code and salary level. When a mutual exchange between installations is approved, both reassigned employees will have the seniority of the junior employee who was involved in the exchange.

**ARTICLE 39.1.C*****DEFINITIONS***

Article 39.1.C provides definitions for the motor vehicle craft. While most definitions are self-explanatory, the following explanations are offered:

- Position designation is determined by occupational code and level. A “duty assignment” is a set of duties within a position designation that are regularly scheduled during specific hours.
- An employee submits an “application” for a vacant best qualified duty assignment or a duty assignment for which the employee is not eligible to submit a bid. An employee submits a “bid” for a duty assignment within the employee’s position designation and level, or as provided for in Article 39.1.B.6.b and d, Article 39.1.B.7b. and c, Article 39.1.H and Article 39.2.A.11.

**ARTICLE 39.1.C.4**

Article 39.1.C.4 provides an employee the option of using bid forms, telephone or electronic bidding for all bids except the annual bid.

**ARTICLE 39.1.C.8**

When the number of duty assignments is being reduced in a section and/or installation, occupied duty assignments are abolished and vacant duty assignments are reverted.

***EXAMPLE OF VALID REASON FOR ABOLISHMENT***

**On the effective date of the abolishment, the majority of the work assigned to that duty assignment would no longer be performed.**

**ARTICLE 39.1.C.9**

The definition of residual vacancy was added to the National Agreement in 1998 for clarification and was not intended to change the meaning of the term.

**ARTICLE 39.1.F**

Article 39.1.F requires a current seniority list be posted in each installation. The list includes both service seniority and seniority for preferred assignments. A copy of the update list is made available to the local union.

**ARTICLE 39.1.G*****NEW FACILITY***

When opening a new facility, Article 39.1.G provides that requests for reassignment from motor vehicle employees from other installations must be given first consideration prior to hiring new employees in the motor vehicle craft.

***ESTABLISHED INSTALLATIONS***

At an established installation, consideration is given to requests for transfer to fill motor vehicle vacancies when it is determined that no employee qualified to bid or desiring the position is available at the completion of the posting period.

**ARTICLE 39.1.H**

**NOTE: All APWU represented employees will receive a one pay level upgrade effective February 16, 2008.**

***MULTI-CRAFT POSITIONS***

Article 39.1.H identifies the multi-craft positions for which all PS-5 and PS-6 motor vehicle employees are eligible to bid: Examination Specialist and Vehicle Operations Maintenance Assistant (VOMA).

**ARTICLE 39.1.I**

**NOTE: All Motor Vehicle Craft employees will receive a one pay level upgrade effective February 16, 2008.**

***VACATION SCHEDULING***

Article 39.1.I provides that part-time flexible Motor Vehicle Operators, PS-6 and PS-7, may use their seniority for vacation scheduling.

**ARTICLE 39.1.J*****HOLDDOWNS***

Article 39.1.J addresses temporary holddowns for Motor Vehicle and Tractor-Trailer Operators. Unassigned regular, full-time flexible and part-time flexible operators are eligible to use their seniority to select a holddown assignment. The senior employee selected to fill a holddown shall work the duty assignment for its duration unless:

- the employee is assigned to a permanent duty assignment
- it is clearly demonstrated that the employee cannot perform the assignment
- the holddown is being worked by a part-time flexible employee and the work is needed to satisfy a full-time employee's work hour guarantee
- the employee is needed to fill a vacant assignment for which there are no other qualified employees

To be eligible to exercise a preference:

- the employee must be qualified to perform the required duties;

- the available holddown must be at the unit where the employee is assigned; and
- if the employee is full-time, the available holddown must be on the same tour which the employee is assigned

An employee who is on detail, serving on another holddown, absent, and/or on any type of leave at the time of the holddown bidding is considered to be unavailable for the assignment.

The period for posting and awarding a temporary holddown may not exceed 72 hours. The selection of a part-time flexible employee to cover a holddown does not modify the part-time flexible employee's employment status as to benefits or rights.

When a part-time flexible employee is serving on a holddown assignment pursuant to Article 39.1.J, the hours and/or schedule of the holddown which exceed thirty cumulative workdays shall not be used for any maximization purposes. A maximum of five days of any work week will count towards the thirty cumulative workdays.

When a full-time duty assignment, which is being temporarily filled by a holddown, is posted for the once a year bid and the holddown continues after the bidding is completed, the employee working the holddown continues to work it for its duration, unless one of the exceptions listed in Article 39.1.J occurs.

A holddown assignment vacant for ten or more working days must be posted. For the purposes of administering the holddown provisions holidays are included as a working day.

#### **ARTICLE 39.2.A**

##### ***POSTING***

Article 39.2.A.1 requires a vacant or newly established duty assignment be posted within 28 days. If the decision is made to revert rather than post, a notice stating the reason(s) for the reversion shall be posted immediately with a copy provided to the union.

Article 39.2.A 2-4 addresses the circumstances which require a duty assignment to be reposted as follows: 39.2.A.2 off days; 39.2.A.3 sufficient change of duties or assignment area, as required by the Local Memorandum of Understanding; 39.2.A.4 change is starting time. Whether a change in duties or starting time requires a duty assignment be reposted is subject to local implementation pursuant to Article 30.

#### **ARTICLE 39.2.A.5**

##### ***UNASSIGNED FULL-TIME EMPLOYEES***

Article 39.2.A.5 establishes the procedure for assigning unassigned full-time regular or full-time flexible employees to residual vacancies. Residual full-time vacancies are filled by first assigning available unassigned full-time regular employees. Vacancies remaining after the assignment of the unassigned full-time regular employees are filled by assigning full-time flexible employees.

Residual vacancies are first offered by seniority to the unassigned full-time regular employees. When it is necessary to involuntarily place full-time regular employees into residual vacancies, the assignment is made by juniority.

If full-time vacancies remain after assigning the full time regular employees, the remaining residual vacancies are offered to full-time flexible employees by seniority. When it is necessary to involuntarily place full-time flexible employees into residual vacancies, the assignment is made by juniority.

When not assigned to a posted position, full-time unassigned regular employees assume, as their regular work schedule, the hours worked in the first week of the pay period in which the change to unassigned regular occurred.

#### **ARTICLE 39.2.A.6**

##### ***ANNUAL BIDDING:***

If requested by the union, the full-time duty assignments of the position designations identified in Article 39.2.A.6 shall be posted for bid once each calendar year.

If mutually agreed to at the local level, all full-time motor vehicle maintenance duty assignments may be posted for bid once each calendar year. Absent mutual agreement, the duty assignments will be posted every second calendar year if requested by the union.

#### **ARTICLE 39.2.A.9**

Article 39.2.A.9 allows a currently qualified part-time regular employee to submit an application for consideration for reassignment to vacancies that become residual as a result of annual bidding. To submit an application under this provision, the part-time regular employee must be senior to the senior part-time flexible employee.

#### **ARTICLE 39.2.A.10**

##### ***NON-BARGAINING DETAILS:***

The four month period referred to in this provision must be consecutive. If an employee returns to the bargaining unit within four months, and later begins another non-bargaining unit detail, the four month period starts over. However, it is a violation of the National Agreement if an employee returns to the bargaining unit solely to prevent his/her duty assignment from being posted for bid.

PS Form 1723 must be completed for each period a bargaining unit employee is detailed as an acting supervisor. A period begins at the time of change, and ends when the employee returns to his/her regular tour or begins a different detail.

##### ***OUT-OF-SCHEDULE PREMIUM:***

A motor vehicle employee detailed to a non-bargaining unit position is not entitled to out-of-schedule premium.

#### **ARTICLE 39.2.A.11**

**NOTE: All Motor Vehicle Craft employees will receive a one pay level upgrade effective February 16, 2008.**

The key phrase in Article 39.2.A.11 is “residual vacancies.” For example, a Garageman cannot bid on and compete with an Automotive Mechanic for a PS Level 6 Automotive Mechanic duty assignment. However, once employees in Automotive Mechanic assignments have completed bidding, a Garageman may bid for a PS Level 6 residual Automotive Mechanic vacancy.

For the purposes of determining the pay level of a Storekeeper position, the count of active vehicles at the vehicle maintenance facility includes trailers but excludes: 1) vehicles for sale; 2) vehicles not maintained by Postal Service personnel and, 3) vehicles in storage (not in current active use). Those Vehicle Maintenance Facilities that have at least 984 vehicles in the Postal Service fleet will have a level 7 Storekeeper. This vehicle count does not control the work assigned to employees performing Storekeeper duties.

#### ARTICLE 39.2.A.12

When there is an opportunity for conversion to a residual vacancy, **the senior** part-time flexible employees assigned to the same occupational group and grade as the residual vacancy, **will be converted into the assignment (except as provided in Article 39.1.B.7.e). If there is no part-time flexible employee in the same occupational group and grade, the residual vacancy shall be filled by other means.**

#### ARTICLE 39.2.B

Article 39.2.B provides:

- the posting of vacant duty assignments on all official bulletin boards at the installation where the vacancy exists and in areas where vehicle operations and vehicle maintenance employees work
- a copy of the posting is furnished to the union
- the right of an employee who is or will be absent during the posting period to request and be provided a copy of the posting(s); and
- installation wide posting and bidding

#### ARTICLE 39.2.C

The time frame in Article 39.2.C is subject to discussion during local implementation pursuant to Article 30.B.21. Absent such agreement the notice must be posted for ten calendar days.

#### ARTICLE 39.2.D

Article 39.2.D outlines the information that must be included in the posting of a vacant motor vehicle duty assignment. A motor vehicle employee has the option of using a bid form, telephone bidding or electronic bidding for all bids except annual bids. These bidding provisions apply to vacancies for positions listed in Article 39.2.A.11.

#### ARTICLE 39.2.E

Article 39.2.E.1-2 or the Local Memorandum of Understanding establishes the time frame for announcing and placing successful bidder in a new duty assignment. The successful bidder will normally work the duty assignment as posted.

Local managers have the authority to add a typing requirement, provided it is reasonably related to the duties of the assignment, to any vacant duty assignment for which there is no official published typing requirement.

#### ARTICLE 39.3

##### ***TOOLS***

Article 39.3.A establishes that the Postal Service is responsible for providing adequate tools, tool kits, and equipment on a charge out basis to employees who require such items to perform their assigned duties. The minimum amount of tools that will be provided in the tool box will be those tools listed on the tool inventory list (PS Form 4597).

#### ARTICLE 39.3.B

##### ***FIRST ARTICLE TESTING (FAT)***

**If the union has any concerns as a result of the First Article Testing (FAT), the Union shall state those concerns in writing to the employer within 14 days of the conclusion of the FAT. The employer shall respond in writing to the Union's concerns as soon as practicable. This process involves only FAT.**

#### ARTICLE 39.3.C

Article 39.3.C provides that, except in matters where there is reasonable cause to suspect criminal activity, tool kits and/or lockers cannot be searched or inspected without a shop steward present.

#### ARTICLE 39.3.E

##### ***BARGAINING UNIT DETAILS***

Article 39.3.E provides that motor vehicle details will be filled first by qualified motor vehicle craft employees in the immediate work area. The immediate work is defined locally.

#### ARTICLE 39.3.H

##### ***TRAINING OPPORTUNITIES***

Article 39.3.H requires that training opportunities be provided to motor vehicle employees on a fair and equitable basis, with first consideration given to employees who volunteer from the section or tour that have a need for the specific training. **Employees shall be given no less than 14 days advance notice of scheduling off-site training. Employees may volunteer for off-site training with less than 14 days advanced notice.**

#### ARTICLE 39.3.J

Article 39.3.J allows the union at the national level to have "read only" access to the automated enrollment system for vehicle maintenance training billets.

**NOTE: All Motor Vehicle Craft employees will receive a one pay level upgrade effective February 16, 2008.**

### QUESTIONS AND ANSWERS – ARTICLE 39

1. Do full-time flexible Tractor-Trailer Operators have the right to bid on a Tractor-Trailer Operator duty assignment prior to posting it for bid by Motor Vehicle Operators?

**Response:** Full-time flexible employees enjoy the same bidding rights as full-time regular employees.

2. Are qualified Motor Vehicle Operators allowed to bid on residual Tractor-Trailer Operator duty assignments before such vacancies are assigned to full-time flexible Tractor-Trailer Operators?

**Response:** Full-time flexible Tractor-Trailer Operators should be assigned to residual Tractor-Trailer Operator positions before such assignments are posted for bid to Motor Vehicle Operators.

3. If more than one residual duty assignment is available when converting part-time flexible Motor Vehicle and/or Tractor-Trailer Operators to full-time regular status, can a part-time flexible Tractor-Trailer Operator select a residual Motor Vehicle Operator position when Tractor-Trailer Operator positions are available?

**Response:** A part-time flexible Motor Vehicle Operator or Tractor-Trailer Operator who is being converted to full-time regular has the option of exercising his/her preference for any available duty assignment for which he/she is qualified in order of seniority, even if it results in a junior part-time flexible employee losing the opportunity for conversion.

4. Can a part-time flexible Motor Vehicle Operator who is a qualified Tractor-Trailer Operator refuse conversion to a residual Tractor-Trailer Operator duty assignment?

**Response:** Qualified part-time flexible Motor Vehicle Operators must accept any available conversion to either a residual Motor Vehicle Operator or Tractor-Trailer Operator duty assignment. Conversely, a part-time flexible Tractor-Trailer Operator, at the employee's option, may decline conversion to a full-time Motor Vehicle Operator position.

5. Do holidays and designated holidays count toward the ten day period which requires that a vacant assignment be posted for temporary holddown?

**Response:** Yes.

6. How long is a temporary holddown posted?

**Response:** The total period for posting and awarding a holddown may not exceed seventy-two hours.

7. How is seniority for motor vehicle craft employees calculated?

**Response:** Service seniority is based on total part-time and full-time service in the motor vehicle craft, regardless of occupational codes and levels. It begins with an appointment to the regular force in the motor vehicle craft. Preferred assignment seniority determines the relative standing among full-time regular and full-time flexible employees eligible to bid for preferred assignments. It is computed from entry into a regular work force position in a particular occupational group, level, and installation. It continues to accrue as long as service in the same occupational group, level, and installation continues.

8. Can driving privileges be suspended or revoked based on an employee's off duty driving record?

**Response:** Only the employee's on duty driving record is considered when determining whether to revoke or suspend driving privileges. However, employees assigned to operate postal vehicles are required to possess a valid state driver's license and to inform their supervisor if their state driver's license is suspended or revoked. The driving privileges of employees without a state driver's license are automatically suspended. Employees who have their driving privileges suspended solely due the absence of a state driver's license, will have their driving privileges reinstated when they obtain a valid state driver's license.

9. Are part-time flexible vehicle operators allowed to bid on holddowns during their probationary periods?

**Response:** Yes, provided the employee has received the required vehicle and job familiarization and training.

10. Is management responsible for making reasonable efforts to maintain an adequate hiring roster to fill motor vehicle vacancies?

**Response:** Yes.

11. Can an unassigned full-time regular motor vehicle craft employee's assignment be changed weekly?

**Response:** Unassigned full-time regular employees are assigned to regular work schedules. When not assigned to a full-time duty assignment, employees assume, as their regular work schedule, the hours worked in the first week of the pay period in which the change to unassigned regular occurs.

12. What is an example of a valid reason for abolishing a motor vehicle craft duty assignment?

**Response:** On the effective date of the abolishment, the majority of the work assigned to that duty assignment would no longer be performed.

13. How are bargaining unit details filled in the motor vehicle craft?



**Response:** First consideration is given to the assignment of available and qualified motor vehicle employees from the immediate work area.

14. Can management withhold from posting for holddown an assignment that has been or is anticipated to be vacant for a period of ten days or more?

**Response:** No.

15. Can management assign an unassigned full-time regular or full-time flexible employee to a residual vacancy in the motor vehicle craft?

**Response:** Yes, provided it is within the same occupational code.

16. What is the process for annual bidding?

**Response:** When requested by the union, all full-time regular Motor Vehicle Operator and Tractor-Trailer Operator craft duty assignments shall be posted for bid once each calendar year. Also, when mutually agreed to at the local level, all full-time regular motor vehicle maintenance craft duty assignments may be posted for bid once each calendar year. Absent such local agreement, motor vehicle maintenance craft duty assignments shall be posted for bid every second calendar year, if requested by the union.

17. Can management reject a union request to post motor vehicle craft positions pursuant to the provisions of Article 39.2.A.6 or 39.2.A.7?

**Response:** No.

18. Can typing requirements be added to a vacant duty assignment?

**Response:** Typing requirements can be added to a vacant position for which no official published typing requirement exists, provided the typing requirement is reasonably related to the duties of the job.

19. What position is assigned to the bargaining-unit duties associated with the Rail Management Information System (RMIS) at Bulk Mail Centers?

**Response:** The Vehicle Operations Assistant position.

20. Are Motor Vehicle Operators required to fuel their assigned vehicles?

**Response:** When an installation has a vehicle maintenance facility and is equipped with manually operated bulk fuel tanks, motor vehicle craft employees will normally fuel vehicles of that installation, unless it is impractical due to distance or other compelling factors, in which case, the vehicle operator may be required to gas his/her assigned vehicle. If an installation is equipped with bulk gasoline tanks and there is no vehicle maintenance facility in that installation the vehicle operator may be required to gas his/her assigned vehicle. At facilities with automated fueling systems, the driver fuels his/her assigned vehicle.

21. Are motor vehicle craft employees allowed to bid on vacant motor vehicle craft duty assignments when they are temporarily detailed to non-bargaining-unit positions?

**Response:** No.

22. What happens to the duty assignment of a full-time motor vehicle craft employee detailed to a non-bargaining unit position, including a non-bargaining-unit training position, in excess of four consecutive months?

**Response:** The position is declared vacant and posted for bid. Upon return to the craft the employee becomes an unassigned regular. A motor vehicle craft employee temporarily detailed to a non-bargaining-unit position will not be returned to the craft solely to circumvent the provisions of Article 39.2.A.10.

23. Are motor vehicle craft employees entitled to out-of-schedule premium when detailed to non-bargaining unit positions?

**Response:** No.

24. If a full-time unassigned regular, full-time flexible or part-time flexible Tractor-Trailer Operator or Motor Vehicle Operator is the successful bidder on a 39.1.J temporary holddown and the annual bid process occurs, does the holddown continue?

**Response:** The holddown continues provided that the full-time regular employee who was absent maintains the same assignment and remains absent from the assignment as long as the employee assigned to the holddown remains an unassigned full-time regular, full-time flexible or part-time flexible Tractor-Trailer or Motor Vehicle Operator.

25. Which employees must possess a Commercial Drivers License (CDL)?

**Response:** Tractor-Trailer Operators, Motor Vehicle Operators and vehicle maintenance personnel who operate commercial vehicles must possess a CDL. Other motor vehicle craft employees (i.e., body and fender repairman, painters, etc.) are not required to have a CDL except in those situations where the installation has determined that such employees will drive a commercial vehicle off of postal property in the performance of their duties. These employees may continue to be required to drive all types of vehicles on postal property without a CDL.

26. Can Lead Automotive Technicians (PS-08) and/or Lead Automotive Technicians (PS-09) bid on vacant Automotive Technician duty assignments?

**Response:** Lead Automotive Technicians (PS-08) and Lead Automotive Technicians (PS-09) may not bid on an Automotive Technician position because it is outside their occupational groups. However, such employees may make written application for a residual vacancy for any motor vehicle craft position.

27. How is an Automotive Technician duty assignment filled?

**Response:** Automotive Technician positions are posted for bid to Level 6 employees who are automotive technician qualified and current automotive technicians, with the position(s) awarded on a senior basis among the qualified bidders.

28. How a vacant Lead Automotive Technician (PS-09) duty assignment filled?

**Response:** It is posted for bid to all current Lead Automotive Technicians (PS-08) and Lead Automotive Technicians (PS-09), and is awarded to the senior Lead Automotive Technician bidder, regardless of level. If the posting does not result in a successful bidder, the position is filled on a best qualified basis within the motor vehicle craft.

29. When all motor vehicle maintenance duty assignments are posted pursuant to Article 39.2.A.7, can Automotive Mechanics and Automotive Technicians compete with each other for positions, and can the Lead Automotive Technician (PS-08) and Lead Automotive Technician (PS-09) compete with each other for positions?

**Response:** Article 39.2.A.8 provides that employees bidding pursuant to Article 39.2.A.6&7 may bid only on those duty assignments that have the same position designation. Therefore, Automotive Mechanics can only bid on Automotive Mechanic duty assignments, Automotive Technicians can only bid Automotive Technician duty assignments, Lead Automotive Technician (PS-08) can only bid on Lead Automotive Technician (PS-08) duty assignments and Lead Automotive Technician (PS-09) can only bid on Lead Automotive Technician (PS-09) duty assignments.

30. Is the two hour change in starting time identified in Article 39.2.A.4 cumulative?

**Response:** Yes, with the cumulative period beginning the effective date of the current National Agreement and ending when the Agreement expires.

31. Does a current position description assigned to the motor vehicle craft include the function of familiarizing and qualifying employees on power industrial equipment?

**Response:** The Driver Instructor Examiner.

32. Are Motor Vehicle Operators required to have a Class A Commercial Drivers License?

**Response:** It is not the policy of the Postal Service to require the tractor-trailer driving test for a Motor Vehicle Operator position.

33. May a vacant duty assignment be reverted once it has been posted for bid and no bids are received?

**Response:** Normally a duty assignment will be filled once it has been posted for bid (See Handbook EL-312, Chapter 7). There may be, on occasion, an exception where a vacant a duty assignment may be left open after it has been posted with no successful bidders. However, these exceptions must be operationally justified, and will be limited to changes such as those occurring through mechanization and technological changes, transportation changes, etc.

34. Must an employee have a certificate of vehicle familiarization and safe operation for all vehicles that he/she operates while on duty?

**Response:** Yes, to receive a certification of vehicle familiarization and safe operation, employees must have a valid state driver's license, pass the Postal Service driving test, and have a satisfactory driving history.

35. May a supervisor perform intermittent dispatching duties for the purpose of providing relief to the Vehicle Operations Assistant or because of unforeseen circumstances?

**Response:** Yes; however, a supervisor should not have to perform dispatching duties for more than one hour per day plus breaks.

36. Can management require random drug testing?

**Response:** Department of Transportation regulations provide that employees who drive a vehicle weighing over 26,000 pounds are subject to pre-employment, random, reasonable suspicion, and post accident testing. In addition, employees returning to duty after alcohol or drug treatment may also be subject to return-to-duty and unannounced follow-up testing. Any employee who has acquired or uses a commercial driver's license during the course of his/her postal employment must be randomly drug tested, including casuals, transitional employees, career employees and supervisors.

37. What is the appropriate level of compensation for employees operating multi-unit transfer vehicles?

**Response:** Currently, employees operating tractor-trailers to transport one-quarter ton jeeps and other delivery vehicles via multi-unit transfer equipment are compensated at the Level 7 rate. Employees using pick-up trucks with three-jeep carriers attached are compensated at Level 6. In each case, the employees involved must be properly licensed and qualified to operate the equipment.

38. What categories of vehicles may be excluded from the count of vehicles at a vehicle maintenance facility?

**Response:** The count of active vehicles should exclude vehicles for sale, vehicles not maintained by postal employees, and vehicles in storage. However, trailers are considered vehicles in this situation.

39. Is there currently a handbook that establishes guidelines for the proper loading of postal equipment used in transportation of mail?

**Response:** Yes, Handbook PO-502.

40. Are motor vehicle craft employees required to purchase tools, tool kits, and equipment which is required to perform their duties?

**Response:** No, necessary tools and equipment are provided by the Postal Service.

41. Is the union involved in the process of developing a tool list?

**Response:** Yes. The union provides input at the national level regarding the adequacy of tools which are provided to motor vehicle craft employees. The union also provides advice at the local level regarding the adequacy of replacement tools.

42. Does the union have the opportunity to examine and comment on new type vehicles?

**Response:** In the interest of safety and health and other considerations, the national union provides input during the developmental stage.

43. Is the employee or union provided the opportunity to be present at the inspection of an employee's lockers?

**Response:** Except where there is reasonable cause to suspect criminal activity, or in the case of a general inspection where employees have prior notification of at least a week.

44. Are motor vehicle craft employees entitled to night differential when required to change their schedule for training?

**Response:** Full-time and part-time regular motor vehicle craft employees are paid for the night differential they would have received, if any, had they worked their regularly scheduled hours.

45. How are motor vehicle craft employees selected for training opportunities?

**Response:** On a fair and equitable basis, consistent with service needs, with volunteers receiving first consideration.

46. What is the process for resolving Department of Transportation medical disputes?

**Response:** An employee may appeal adverse results from a physical to a higher level ranking Postal Service Physician. For example, if the physical is performed by a community based contract physician and the employee disagrees with the risk assessment, the employee may then ask the Associate Area Medical Director (AAMD) to review the case. If the AAMD concurs with the contract physician and the operator still wishes to pursue to objection, an independent physician, chosen jointly by the employee and the AAMD, is asked to review the case, examine the employee and render an assessment.

47. What process is used to schedule physicals which are required by the Department of Transportation?

**Response:** Department of Transportation physicals are scheduled by postal management, occur on the clock at a medical unit or contract medical facility, and are paid for by the Postal Service.

48. A driver is instructed to report for an alcohol test and a drug test within two hours of an accident. Does the driver remain on the clock until the testing is completed? Is the driver required to take both the drug and the alcohol test?

**Response:** The driver will remain on the clock until both tests are administered. The employee is required to take both tests.

49. In a return-to-duty situation, is the employee required to take both an alcohol and a drug test?

**Response:** An employee who tested positive for alcohol will be required to take a return-to-duty alcohol test. An employee who tested positive for drugs will be required to take a return-to-duty drug test.

50. Are employees allowed to use their annual or sick leave after testing positive for drugs or alcohol?

**Response:** Employees are allowed to use sick or annual leave upon scheduling an appointment with the Substance Abuse Professional.

51. May an employee be scheduled for a drug or alcohol test while on overtime?

**Response:** Normally, a drug test may be scheduled during an employee's regular workday with the anticipation that the test will be completed by the end of the employee's tour. There may be circumstances, however, that may cause the employee to continue on overtime while the test is completed. Generally, this occurs when an employee is unable to immediately provide a specimen or a specimen of sufficient quantity for the drug test. In such case, the employee will be required to consume up to, but not more than, 40 fluid ounces in a three hour period during which time the employee will be directed to attempt to provide another specimen. Other circumstances may also require an employee to be tested while on overtime. These situations include, but are not limited to, an employee having a covered vehicle accident while on overtime. Accordingly, the Postal Service is not precluded from directing an employee to be tested for drugs when overtime is involved.

52. Are employees who test positive for drugs or alcohol at a fitness for duty physical treated the same as those who fail a Department of Transportation drug and/or alcohol test?

**Response:** It is agreed that during a fitness-for-duty examination a urinalysis test may be required in the judgment of the examining Medical Officer, in accordance with the Employee and Labor Relations Manual, Section 864.33. If an employee's urinalysis is confirmed as positive, management may also refer the employee to the Employee Assistance Program.

The Postal Service will not discipline employees solely on the basis of a positive drug test but will give them an opportunity to overcome their drug/alcohol problems. Postal Service policy on this issue is described fully in Section 871.3 of the Employee and Labor Relations Manual.

53. What is the proper form to use for a Department of Transportation physical?

**Response:** The Physical Examination Form, which meets the requirements of the Department of Transportation, is to be used by medical personnel for the physicals. PS Form 2465 is no longer used for Department of Transportation physicals.

54. Are motor vehicle maintenance employees entitled to work clothes?

**Response:** The Postal Service provides all motor vehicle maintenance employees (as defined by Employee and Labor Relations Manual, Section 582.13) with work clothes.

55. Are motor vehicle maintenance employees provided dual lockers?

**Response:** A dual locker system is provided to motor vehicle maintenance employees in order to segregate employee work clothes from street clothes.

56. Does the motor vehicle craft recognize and use occupational groups?

**Response:** Occupational groups are used for establishing motor vehicle craft duty assignments. Normally occupational groups are used to establish sections and to determining seniority. Occupational groups are denoted by the terms: occupational group, occupational code or position designation.

**57. When an employee who failed mandated DOT Drug or Alcohol tests are required and referred for initial Substance Abuse Professional treatment, who pays for it?**

**Response:** The Postal Service will pay for the initial treatment evaluation. If the employee is required to have additional treatment by a Substance Abuse Professional, the cost will become the responsibility of the employee and or their insurance carrier.

**Evaluation for violation of the rules for Alcohol and drug testing will be included in Management Instruction PO-720-95-2, Alcohol and Drug testing of employees with a Commercial Drivers License.**

**58. When an employee is unable to be called upon at anytime to operate a commercial motor vehicle (CMV), even on an occasional or emergency basis, is that employee who possesses a commercial drivers license (CDL) required to remain and participate in Department of Transportation (DOT) drug and alcohol pools and testing?**

**Response:** The Postal Service will not require the employee to remain and participate in DOT drug and alcohol pools and testing if the employee is unable to be called upon at anytime to operate a commercial motor vehicle even on an occasional or emergency basis. The employee would therefore be unable to perform their safety sensitive position. Upon being cleared to return to their safety sensitive position, the employee must be ready and able to operate a commercial vehicle even on an occasional and emergency basis prior to being returned to the drug and alcohol testing pool.

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**NOTE: All Motor Vehicle Craft employees will receive a one pay level upgrade effective February 16, 2008.**

**Frequently Asked Questions & Answers  
on the  
Lead Automotive Technician and Automotive Mechanic Upgrade**

This list of FAQs was jointly developed by the national American Postal Workers Union Motor Vehicle Craft and the U. S. Postal Service. Where examples are provided, those examples are not a definitive or complete list.

The parties agree that the Joint Questions and Answers constitute the agreement of the parties as to the interpretation and application of the listed specific issues.

1. What will the new seniority dates be?

**Employee seniority does not change, with the exception of employees in the former Junior Mechanic positions. The former junior mechanics upgraded to Automotive Mechanic positions have a new seniority date of March 24, 2001.**

2. What level work is performing Preventive Maintenance Inspections?

**Performing a PMI inspection is Level 8 work. Under the Duties and Responsibilities section of the Lead Automotive Technician, PS-08 position description, number 5 states "Conducts vehicle inspections" and refers to entering ERT times, determining the necessary repairs to be made.**

3. What level of work is working on the compressed natural gas system?

**This is Level 7 work.**

4. What level of work is the repair and maintenance of the fuel delivery system?

**When the nature of the repair and maintenance include the use of computers or similar scan tools, this is Level 7 work because of its complexity. The repair and/or replacement of fuel pumps, fuel filters, fuel lines, Injectors and carburetors is Level 6 work.**

5. What level of work is performing a front-end alignment?

**Front-end alignments that are performed on computer controlled equipment are Level 7 work. Front-end work performed with non-computerized equipment is Level 6 work.**

6. What level of work is performing engine diagnostics?

**Engine diagnostic work is Level 7 work when it is performed either by accessing engine codes or by using scanners or other computer operated test equipment. When engine diagnostics are performed using mechanical equipment or visual means, it is Level 6 work.**



7. What levels of work are battery replacement, light bulb replacement and tire replacement?

**These are *not* Level 7 or higher level duties because there is no complex equipment used to diagnose or repair these items.**

8. What level of work is performing a transmission diagnosis?

**Transmission diagnostics and repair is Level 7 work when it involves transmissions controlled by computers or electronic modules, or it involves the internal hydraulic systems. Visual diagnostics is Level 6 work and mechanical repair is Level 6.**

9. The Automotive Mechanic, PS-06 position description in the “Functional Purpose” section states “Troubleshoots, diagnoses, and performs routine repairs...” What does this mean?

**The key word in this sentence is “routine”. “Routine” does not include the use of diagnostic equipment or schematics to complete those functions that fall within the job description of the Level 6 Automotive Mechanic. The repair/replacement of brake mechanical/hydraulic components, exhaust, and suspension components (i.e. shock absorbers & springs) are considered routine repairs as are the replacement of switches and fan motors.**

10. If a Level 7 Automotive Technician position becomes vacant, can a Level 8 or Level 9 bid for that position? What is the pecking order for filling a Level 7 position?

**A Level 8 or 9 may not bid for a Level 7 position because it is outside their occupational group. He/she may make written application for a residual vacancy for any Motor Vehicle Craft Position. The pecking order for filling a Level 7 position would be that it would be posted for bid and the senior bidder who is either a Level 6 who is qualified to be an automotive technician or a Level 7 automotive technician, would fill that position on a seniority basis.**

11. When an employee vacates a Level 7 job, and that job is re-posted, at what level should it be re-posted?

**The job should be re-posted as a Level 7 job, and posted to all current level 6s who are qualified and Level 7s for bid. It should be awarded on a seniority basis among the qualified bidders.**

12. When a Level 9 job is vacated, at what level should that job be re-posted?

**The vacated Level 9 job should be posted at Level 9 and open for bid to all current Level 8s and Level 9s. It should be awarded on a seniority basis from among the qualified bidders. If there are no successful Level 8 or 9 bidders, it should be awarded to the best qualified within the MVS Craft.**

13. When the Union requests to have all of the VMF jobs posted in accordance with Article 39.2.A.7, can the Level 6s and Level 7s bid in competition with each other for the positions, and can the Level 8s and Level 9s bid in competition with each other?

**Article 39.2.A.8 specifically states, “Employees bidding pursuant to 6 or 7 above may bid only on those duty assignments that have the same position designation”. Therefore, all Level 6s can only bid on Level 6 jobs, all Level 7s can only bid on Level 7 jobs, all Level 8s can only bid on Level 8 jobs and all Level 9s can only bid on Level 9 jobs.**

14. Junior Mechanics who became Level 6 Automotive Mechanics as a result of the upgrade, are they automatically considered qualified for the new Automotive Mechanic Level 6 duty assignment?

**Yes. They have been “grandfathered” in, and are considered qualified to hold a Level 6 Automotive Mechanic duty assignment.**

15. What Qualification Standards and KSAs are to be used for each new position until the new Qualification Standards are put into place?

**The new Level 6 Automotive Mechanic will use the old qualification standards and KSAs formerly used to fill the Level 5 Junior Mechanic positions.**

**The new Level 7 Automotive Technician qualification standards and KSAs will be the formerly used Level 6 Automotive Mechanic (old) qualification standards and KSAs.**

**The new qualification standards and KSAs for both the Level 8 Lead Automotive Technician and the Level 9 Lead Automotive Technician will use the qualification standards and KSAs formerly used for the Level 7 Lead Automotive Mechanic.**

**These will be in effect until the new qualification standards are issued.**

16. If a light/limited duty employee is performing the core duties of their position, or are being provided an accommodation, are they eligible to be upgraded?

**Employees who perform their core duties with reasonable accommodation are eligible to be upgraded as a result of the MOU.**

17. When vacancies that existed before the upgrade in the old Level 6 Automotive Mechanic position are filled after the upgrade took place, should a minimum of the newly filled positions be 70% of Level 7 positions?

**For vacancies that existed prior to March 23rd, these jobs should be filled in accordance with the MOU, with the 70% minimum of the complement as Level 7 positions. To determine the 70%, take the total number of Level 6s and Level 7s employees, and add the new position for the total employee complement. Multiply the total employee complement by 70% to identify the number of required Level 7 positions.**

**ARTICLE 40  
RESERVED**

Article 40 previously addressed the special delivery messenger craft. However, on November 20, 1997, employees in the special delivery messenger craft were merged into the clerk craft. The merger agreement provide for:

- Enhanced work flexibility by adjusting duty assignments, combining the work previously performed by two separate crafts.
- Revision of the special delivery messenger standard position description to indicate that the bargaining unit is the clerk craft and that the position title is Clerk/Special Delivery Messenger.
- The deletion from the National Agreement of Article 40 and the reference to special delivery messengers found in Article 1, Section 1.

## ARTICLE 41 MATERIAL SUPPORT CRAFT

**NOTE:** All employees covered by this CBA will receive a one pay level upgrade effective February 16, 2008.

There are currently two installations covered by Article 41: the Material Distribution Center in Topeka, KS and the Mail Equipment Shop in Washington, DC.

### ARTICLE 41.1.A

#### ***DUTY ASSIGNMENT***

The terms *duty assignment* and *position* are used interchangeably in Article 41. However, the definition of *duty assignment* states in part “within recognized positions.” This reflects the fact that there are numerous individual duty assignments which falls under a single position description. A duty assignment can be full-time regular or part-time regular. Full-time flexible and part-time flexible employees do not occupy duty assignments.

### ARTICLE 41.1.B

#### ***PREFERRED DUTY ASSIGNMENT***

The term *preferred duty assignment* refers to an assignment for which an employee submits a bid.

### ARTICLE 41.1.C

#### ***BID***

A bid is used when a full-time regular applies for a duty assignment filled on a senior-qualified basis. Management may establish alternative bidding procedures (such as telephone or computerized bidding) to supplement or eliminate written bids. In the absence of such procedures, a bid must be in writing.

### ARTICLE 41.1.D

#### ***APPLICATION***

An application is used when a full-time regular applies for a “best qualified” duty assignment. An application is also used by a part-time flexible employee who applies for conversion to a full-time vacancy filled on either a senior-qualified or best-qualified basis.

### ARTICLE 41.1.E

#### ***ABOLISHMENT***

Abolishment is the elimination of an *occupied* duty assignment.

### ARTICLE 41.1.F

#### ***REVERSION***

Reversion is the elimination of a *vacant* duty assignment in accordance with the provisions of Article 41.3.A.2.

**ARTICLE 41.2.D.2*****SENIORITY TIEBREAKER***

If social security numbers are needed to break a tie, the employee with the lower number is senior to the employee with the higher number. The tiebreaker is based on the last three digits of the social security number. If the last three digits are the same, four digits are used, then five digits, etc., until the tie is broken.

**ARTICLE 41.1.2.E.5*****SENIORITY EXCESSING***

A full-time employee excessed from another APWU craft into the material support craft remains a full-time employee, with all the rights of a full-time employee, despite beginning a new period of seniority.

**ARTICLE 41.2.F*****SENIORITY - GENERAL***

When determining the correct seniority date, Article 41.2.F.3 must be read in conjunction with Article 12, Section 2.

A material support craft employee voluntarily reassigned to and returned from another installation within ninety days retains his/her seniority, including time spent in the other installation. When an employee does not return within ninety days, the provisions of Article 12, Section 2.E apply. If the period is longer than ninety days but within one year, employees retain the seniority they had when they left, without credit for time spent outside the installation. If an employee returns after a period of longer than one year, the employee begins a new period of seniority.

Article 41.2.F.3 only applies when a material support craft employee returns from a different installation within ninety days. It does not apply when an employee leaves the APWU bargaining unit to either another bargaining unit or a non-bargaining unit position within the installation. For either of those situations, the provisions of Article 12, Section 2 apply.

**ARTICLE 41.2.G.3*****NON-BARGAINING DETAILS***

An employee temporarily detailed to a non-bargaining unit position continues to accrue bargaining unit seniority regardless of whether the detail is to another installation. Likewise, an employee temporarily detailed to a bargaining unit position at another installation continues to accrue bargaining unit seniority.

The four month period referred to in Article 41.2.G.3 must be consecutive. If an employee returns to the bargaining unit within four months, and later begins another non-bargaining unit detail, the four month period starts over. However, it is a violation of the National Agreement if an employee returns to the bargaining unit solely to prevent the employee's duty assignment from being posted for bid.

On the other hand, an employee may return to the bargaining unit for other reasons, such as to bid on a vacant duty assignment or because management determines the employee is needed to perform bargaining unit work. Management maintains the right to revert a duty assignment vacated due to a nonbargaining unit detail, provided the reversion is consistent the provisions of Article 41.3.A. The right to revert applies to all vacant duty assignments, including vacancies created by a full-time clerk who is on a non-bargaining unit detail for more than four months.

### ***PS FORM 1723***

Management is required to complete PS Form 1723 to record the detailing of bargaining unit employees to nonbargaining unit positions. A new PS Form 1723 must be prepared for each period of assignment. A period of assignment begins when the employee is placed into the nonbargaining unit position and continues until the employee returns to the bargaining unit or begins a different nonbargaining unit detail.

### ***OUT-OF-SCHEDULE PREMIUM***

A bargaining unit employee detailed to a nonbargaining unit position is not entitled to out-of-schedule premium.

## **ARTICLE 41.3**

### ***POSTING AND BIDDING***

Normally, once a duty assignment has been posted for bid, it will be filled consistent with the bidding procedure and, when necessary, Handbook EL-312. There may be, on occasion, exceptions wherein the Postal Service may leave vacant a duty assignment after it has been posted and no bids were received or there were no successful bidders. However, these exceptions must be operationally justified, and will be limited to changes such as those occurring through mechanization and technological changes, transportation changes, withholding, etc.

## **ARTICLE 41.3.A.3, 41.3.A.4, 41.3.A.5**

### ***REPOSTING***

A reposting is different from an abolishment. An assignment is considered “reposted” if it meets the requirements of Article 41.3.A.3, 41.3.A.4 or 41.3.A.5. Such assignment is not abolished since the duty assignment is not eliminated. Rather, the same duty assignment is reposted with the changes described in Article 41.3.A.3, 41.3.A.4 or 41.3.A.5.

An employee whose duty assignment is reposted and is not a successful bidder during the bid cycle which includes the employee’s reposted assignment, becomes an unassigned regular on the date that the results of the posting are announced pursuant to Article 41.3.E.1.

## **ARTICLE 41.3. B**

### ***BIDDING***

If alternative bidding procedures are established which supplement or eliminate written bids (such as telephone or computerized bidding), such alternative procedures can also be used to withdraw a bid. Management may establish alternative bidding procedures (such as telephone or computerized bidding) to supplement or eliminate written bids. In the absence of such procedures, bids must be in writing.

**ARTICLE 41.3.E**

Article 41.3.E provides for the following:

- a time frame for posting a notice identifying the successful bidder
- a time frame for placing the successful bidder in the new assignment
- a 90-day work requirement for the successful bidder for any material support craft duty assignment, other than Customer Service Clerk assignments, unless one of the four listed exceptions is met
- a 365-day lock-in requirement for the successful bidder for any Customer Service Clerk duty assignment, unless one of the exceptions in Article 41.3.E.3 (a-d), is met

**ARTICLE 41.3.F*****SECTION DEFINITION***

Article 41.3.F requires the local parties establish sections within each installation. The sections are defined in the Local Memorandum of Understanding.

**ARTICLE 41.4**

The operation of powered industrial equipment that is powered by electric motor (battery) or internal combustion (flammable gases) requires the operators to have an appropriately endorsed Certificate of Vehicle Familiarization and Safe Operation. This is the case regardless of whether the operator walks behind or rides on the equipment to guide it.

Level 4 employees, in the Mail Equipment Shops and Material Distribution Centers, who operate this equipment and are required to have an appropriately endorsed Certificate of Vehicle Familiarization and Safe Operation, are entitled to Level 5 compensation for the period of such operations.

**ARTICLE 42**  
**ENERGY SHORTAGES**

In the event of an energy crisis, the Postal Service will make every reasonable attempt to secure a high priority from the appropriate federal agency to obtain the fuel necessary for the satisfactory maintenance of postal operations. In such a case, or a serious widespread energy shortage, the Postal Service and the APWU will meet at the national level and discuss the problems and proposed solutions through the Labor-Management Committee provided in Article 17 of the National Agreement.



<p style="text-align: center;"><b>ARTICLE 43</b> <b>SEPARABILITY AND DURATION</b></p>
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***SEPARABILITY***

Should any part of the National Agreement or any provision contained therein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect.

***DURATION***

**Unless otherwise provided, this Agreement shall be effective February 3, 2007, and shall remain in full force and effect to and including 12 midnight November 20, 2010.**

# ***NOTES***

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