

**REVERSION
ABOLISHMENT
AND
RESIDUAL VACANCIES**

***How to Challenge Reversions and have Residual
Vacancies Posted for Bid***

STABILIZING THE COMPLIMENT IN YOUR OFFICE
(How to deal with an unstable employer)

Spring Training 2004

Tacoma, Washington - April 24-25

Boise, Idaho May 15-16

Butte, Montana June 11 -12

**Douglas Blakely
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Northwest Region
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Article 37.1.J

D. Bid. A written request submitted on a PS Form 1717, or PS Form 1717A, or locally designed multi-bid form, which requires only the basic information on PS Form 1717, to the installation head to be assigned to a duty assignment by a full-time employee eligible to bid or a part-time regular employee eligible to bid. In the absence of a standard bid form, a bid submitted in writing will be accepted. When computerized bidding is available to all employees in a facility, telephone and computerized bidding is mandatory. Where telephone bidding is the only alternative form of bidding, bids may be submitted by telephone.

E. Application. A written request by a Clerk Craft employee for consideration for a duty assignment for which the employee is not entitled to submit a bid or express a preference under Article 37, Section 5.

F. Abolishment. A management decision to reduce the number of occupied duty assignment(s) in an established section and/or installation.

G. Reversion. A management decision to reduce the number of duty assignments in an installation when such duty assignment(s) is/are vacant.

H. Reposting. The posting of a duty assignment as required by Article 37, Section 3.A.4.a, b, or c.

I. Residual Vacancy. A duty assignment that remains vacant after the completion of the voluntary bidding process.

J. Conversion. The act of changing the status of a part-time flexible employee to full-time or part-time regular by appropriate personnel action (Form 50).

K. Currently Qualified. Possessing a live record on all of the qualifications for a posted duty assignment, including scheme and/or the ability to key at the appropriate speed and

Reversions

The employer argues that to properly revert, they must only;

- notify the Union, in a timely manner, of their intent to revert;
- consider the union's input prior to reverting;
- post a notice of reversion stating the reason for reversion;

and that if they do follow these steps, the union's challenge to any reversion through the grievance procedure will be upheld by arbitrators.

In some cases the employer has been successful making this argument before arbitrators. Their success evolves from the steward only citing Article 37.3, A 2 and nothing more.

Procedural Challenges:

Management must follow the procedure in Article 37.A,2 (page 168) if they desire to revert any existing bid position. If they fail to follow this procedure, the parties at the national level have already agreed, if such a failure occurs, the employer must post the position for bid. (See Article 37 Q & A Handbook #56 (page 18)).

The union has been often successful in fighting these types of cases by arguing that the union was not given time for meaningful input; that the decision was not made within the twenty (28) eight days; or that no notice was ever given to the union prior to the reversion. Management will settle grievances short of arbitration where they have clearly failed to follow the procedural aspects of Article 37.3,A,2.

Quite often, stewards cite this portion of the contract when management has not made any procedural errors. In those cases, management has not violated 37.3,A,2. Arbitrators will rule against the union in many of these cases

Article 37.3, A,3 provides that the employer will notify the Union President when they intend to "withhold" a position. In many cases, more than one position may be withheld for the same reasons, but the local must be diligent to insure that management does not withhold "too many" positions. Article 12 provides for the employer to share information regarding withholding with the local union.

In some cases, jobs may be held pending reversion. This usually means that the work that is currently being performed will either cease to exist, will be performed by automation or mechanization or will be moved out of the facility. In such a case, the employer notifies the union of their intent to revert the position at the time the work will be removed. Under such circumstances management may withhold the posting of that job until the outcome of the "changes" that may affect the decision to revert or post. Should this occur in your office, please review Article 12.5,B,5. This provision requires the employer to both notify the local and keep the local informed as to the progress of withholding process and the need for involuntary reassignments.

I would urge all local union officials who are aware that a section or installation may be impacted and the numbers of positions reduced to work with management to withhold positions to minimize impacts on existing employees.

One of the Union's foremost obligations is to preserve jobs. The challenging of reverted positions is not an easy grievance to process. It will take some time to gather the necessary data, review that data, interview the clerks and the workload and develop successful arguments. I hope this training packet will help you in developing a winning grievance for our members.

The following several pages include:

- CD ROM training print out on Documenting Reversion Grievances;
- Article 37.3 A - Q & A excerpt on reversions;
- Copy of Request for Information developed by Peter Holter-Mehren;
- Exhibits 1-6 are examples of graphing sheets that can be used to show the employee names and hours of employees who are performing the work of the reverted position. Quite often it takes a month or more from the time the job is reverted before the grievance reaches Step 2. Graphing out the work, showing who is performing it every day (backed up with time records), what they are doing, and any overtime, casuals or PTF clerks who are filling in are helpful in documenting this type of case;
- August 4, 1981 Step 4 decision regarding the copying or graphing of such material relevant to a grievance can be done on steward time as part of the investigation and appeal;
- November 9, 2003 Headquarters Letter from Patrick Donohue, CEO-Executive Vice President;
- Complement printout from Seattle District (goal not actual)

Issue: Reversion - Improper Article 37.3.A.2

Documentation	Explanation
All grievance paperwork	All paperwork developed and utilized in grievance procedure
Duty assignment(s) being reverted	Basis for dispute
History of duty assignment - initial and subsequent postings and awards	Tells us how long job has been around and who has worked it
Written notification to Local APWU President	Collective Bargaining Agreement requires such notification
Personnel memorandum which shows job being reverted	Ties down time (28 days to do) and gives management's reasons for doing
Paperwork which supports management's reasons, if applicable	Reversions allegedly based on operational changes should be supported by documentation - holds true for mail volume changes, automation, AMP, etc
Steward's written interview with appropriate manager	Be sure it covers both procedure and merits. Make management be specific on why action taken. If no supporting documentation, challenge and note
Paperwork which supports Union's reasons why the reversion is improper	May involve volume reports, hours worked in a given operation before and after reversion, statements same job still being done - must specifically tie down by duties and hours each day
Paperwork on supplemental hours, if applicable (ETC Reports)	Has management given work to casuals, loaners, PTFs? If so, may also be a violation of Article 7.3.B
Paperwork on overtime hours, if applicable (ETC Reports)	Helps to show work still there and management action improper
Applicable case law. Remember difference between precedent and persuasive value	Strengthens case through Step 4s, national arbitrations or pre-arbs, regional arbitrations or pre-arbs. Cites must be on point

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.

55. 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:

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 therefor.

56. 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.

AMERICAN POSTAL WORKERS UNION, AFL-CIO

Grievant / Union

Nature of Allegation
REVERSION / MAXIMIZATION

Date of Request

TO: _____ Title: _____

From: _____ Title: _____

Subject: REQUEST FOR INFORMATION AND DOCUMENTS RELATIVE TO
PROCESSING A GRIEVANCE

We request that the following documents and/or witnesses be made available to us in order to properly identify whether or not a grievance does exist and, if so, their relevancy to the grievance:

1. Supervisor's schedules for employees for the past 90 days.
2. Clock Rings for all employees working in the clerk craft for past 90 days.
3. Documentation showing complete complement for your installation/Branch.
4. Budget for past 2 years showing both plan and actual.
5. Upcoming years budget plan.
6. Rehab positions being held or used in this office/Branch and their job offers.
7. Mail volume reports for past 2 years.
8. Old and new staffing matrix for your office before and after reversion.
9. Job bid and description of position in consideration for reversion.
10. History of duty assignment (2 yrs) -initial and subsequent postings and awards.
11. All information on Management requests for additional personnel over past 1 year.
12. The number of casuals and their daily job duties.
13. Information detailing the use, in the Clerk Craft, of any Carriers, RCA's, PMR's, loaner clerks, or any other personnel in this office.
14. Detailed information on Clerk Craft work performed by any Management personnel.

NOTE: Article 17, Section 3 requires the Employer to provide for review all documents, files, and other records necessary in processing a grievance. Article 31, Section 3 requires that the Employer make available for inspection by the Unions all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement. Under 8a(5) of the National Labor Relations Act it is an Unfair Labor Practice for the Employer to fail to supply relevant information for the purpose of collective bargaining. Grievance processing is an extension of the collective bargaining process.

☐ REQUEST APPROVED

☐ REQUEST DENIED

Date

Signed

DATE

DAY OF WEEK

P.M. HOURS

A.M. HOURS

DAY

EXHIBIT #1

F.M. HOLDINGS

[illegible]

P.M. HOLDINGS

A.M. HOURS

[illegible]

9

EXHIBIT #4

2010

10

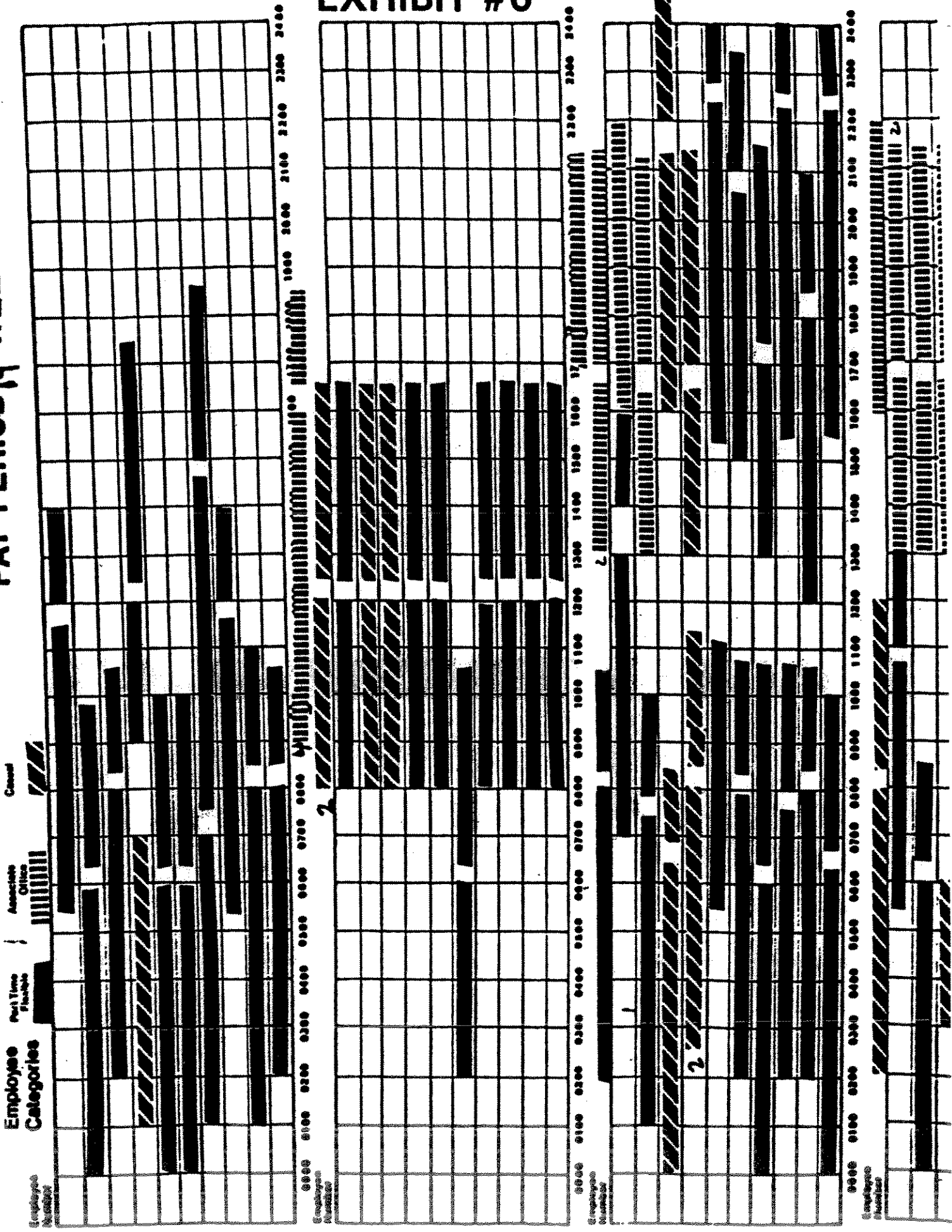
EXHIBIT #5

TOTAL POSITION REQ

TOTAL

PAY PERIOD WEEK 2

EXHIBIT #6





UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20000

AUG 4 1981

Mr. Gerald Anderson
Executive Aide, Clerk Craft
American Postal Workers Union, AFL-CIO
817 - 14th Street, NW
Washington, DC 20005

Re: Class Action
Valdosta, GA 31601
H8C-3D-C-21690

Dear Mr. Anderson:

On July 7, 1981, we met with your representative to discuss the above-captioned grievance at the fourth step of our contractual grievance procedure.

The matters presented as well as the applicable contractual provisions have been reviewed and given careful consideration.

The question in this grievance is whether or not management violates Article XVII of the National Agreement with regard to how much time is to be allotted for investigating and processing a grievance.

Stewards are entitled to reasonable investigative time on-the-clock for handling grievances and such investigative time could conceivably include the mechanics of copying, logging or converting of information from original documents to graphs, forms, notes, etc.

The problem here appears to be one of application rather than interpretation. We cannot determine at this level whether the amount of time for investigation requested by the steward was unreasonable nor can we determine whether the time allotted by local management was unreasonable.

If you agree with the above, we can remand this case back to Step 3 for final disposition at that level.

PATRICK R. DONAHOE
CHIEF OPERATING OFFICER
AND EXECUTIVE VICE PRESIDENT

DEC - 1 2003

NW REGION



November 19, 2003

VICE PRESIDENTS, AREA OPERATIONS
MANAGER, CAPITAL METRO OPERATIONS

SUBJECT: Part-time Flexible (PTF) Employee Conversions

Complement trends continue to move in the right direction. You are doing an excellent job in capturing attrition by avoiding career hiring. Opportunities still exist in the area of part-time flexible (PTF) conversions. By avoiding the conversion of PTF employees to regular status, we will maintain the flexibility needed to adjust work hours to workload.

While there are valid reasons for PTF conversion, there are also reasons why conversions should be avoided. I ask for your commitment to prevent unwarranted conversion of PTF employees to full-time status. With our career hiring severely restricted, we are not adding new PTF employees into our employee complement pools. PTF employees are a valuable component of the complement mix. As you continue your focus on limiting PTF conversions, please consider the following:

- Before you post a full-time duty assignment for bid, be aware that if there are no bidders, you may have to convert a PTF employee to full-time status at the end of the bid cycle.
- Encourage the human resources group to begin a thorough bid management review. Be sure that you do not have vacant full-time duty assignments that have not been reverted nor have they been posted for bid within the contractual time limits.
- Remember, when you are presented with a proposed casual in lieu of grievance, it may seem less expensive if the union requests PTF a conversion rather than a monetary settlement. What you settle today through PTF conversions, may result in greater costs through the loss of flexibility for years to come.
- Schedule PTF employees according to the workload by each work day. While I recognize that each employee has a financial need, PTF employees are hired to work a flexible schedule.
- Full-time flexible employees may seem to be a reasonable alternative to PTF employees. Full-time flexible employees are created when we make scheduling errors. While you can flex their schedule, you cannot reduce their daily work hours.

We can maintain our present limited PTF flexibility through management oversight. If you have questions or need additional information, please contact Al Lariviere, Manager, Complement Planning, at 202-268-4343.



Patrick R. Donahoe

cc: Mr. Rapp
Mr. Vegliante

FUNCTION 4 COMPLEMENT

	Plan AVG Daily	FTE EMP	REG	PTF	Total Career	Casual	TE	% Reg
ABERDEEN	42.19	6.33	3	5	8	0	0	97.9%
BELFAIR	28.84	4.03	2	2	4	0	1	50.0%
BREWSTER	18.89	2.80	1	3	4	0	0	25.0%
CASHMERE	14.02	2.10	1	2	3	0	0	33.3%
CENTRALIA MAIN	38.57	5.91	3	3	6	0	0	50.0%
CENTRALIA ANNEX	22.97	3.45	2	2	4	0	0	50.0%
CHENAILLE	30.71	4.61	3	3	6	0	0	50.0%
CHELSEA	27.15	4.07	2	3	5	0	0	40.0%
CLE ELUM	14.71	2.31	1	2	3	0	0	33.3%
EAST OLYMPIA	8.83	0.86	0	1	1	0	0	0.0%
ELLENSBURG	66.91	10.04	5	6	11	0	0	45.5%
ELMA	22.99	3.43	2	2	4	0	0	50.0%
EPHRATA	28.25	4.34	3	3	6	0	0	50.0%
GRANDVIEW	17.31	2.60	1	2	3	0	0	33.3%
HOQUIAM	22.80	3.43	2	2	4	0	0	50.0%
LEAVENWORTH	22.82	3.42	2	2	4	0	0	50.0%
MONTESANO	17.82	2.84	1	2	3	0	0	33.3%
MOORE LAKE	64.02	9.83	5	5	10	0	0	50.0%
OCEAN CITY/SHORES	22.84	3.35	2	2	4	0	0	50.0%
OKANOGAN	19.51	2.93	1	3	4	0	0	25.0%
OMAK	82.99	4.38	3	4	7	0	0	42.9%
GROVILLE	21.31	3.20	2	2	4	0	0	50.0%
QUINCY	19.39	2.91	1	3	4	0	0	25.0%
RAYMOND	18.08	2.71	1	2	3	0	0	33.3%
ROCHESTER	15.08	2.28	1	2	3	0	0	33.3%
SELAH	31.50	4.72	3	3	6	0	0	50.0%
SHRETON	34.39	5.28	4	3	7	0	0	40.0%
SUNNYSIDE	26.97	3.96	3	2	5	0	0	60.0%
TENINO	10.78	1.61	1	1	2	0	0	50.0%
TONASKET	18.82	2.79	1	3	4	0	0	25.0%
TOPPENISH	28.98	3.59	2	3	5	0	0	40.0%
WAPATO	15.47	2.32	1	2	3	0	0	33.3%
WENATCHEE MAIN	106.35	16.38	10	3	13	1	1	69.2%
WESTPORT	16.91	2.54	1	2	3	0	0	33.3%
YELM	34.50	5.18	3	4	7	0	0	42.9%

ABOLISHMENT OF DUTY ASSIGNMENTS

Abolishment, like reversion, is used by management to reduce the number of occupied duty assignments in a established section or post office. The difference being, an employee is in a job that is being abolished. Please remember, jobs are abolished.....not people. When an abolishment occurs, most often excessing occurs. With excessing, retreat rights are normally activated. Managements need to abolish a position sets off a chain reaction of events in Article 12 that must be closely monitored and periodically reviewed. After an abolishment of a position occurs, there is often a unencumbered employee in the section that must either bid out or be excessed out of the section. If that employee is left in the section, their schedule is dictated by Article 37.4. If management leaves the employee doing the work of the job that was abolished, the steward should use this as leverage to show the job should never have been abolished and the job should be re-established.

An abolishment and a reposting are two completely different concepts. If the same job is reposted within the section, only with different days off, hours, or a change in duties, it would be considered a reposting. If the job is called a reposting, but in fact is a completely different job, pay level, section or job title, then in fact the employer is abolishing the existing job and posting a "newly created position" for bid. It is critical that stewards are aware of these differences in order to protect employees from having their jobs improperly changed and to insure they are given retreat rights when appropriate.

First we must review our LMOU and determine the definition of a section for reassignments. In this case, we are acting under the premise that the local has negotiated "Priority Section" as a separate section in their LMOU.

Clerk Johnson is notified that his job is being abolished; That he will become an unassigned regular and that he will be required to bid on vacancies or he may be assigned to a residual vacancy.

Management notifies Parks, the junior employee, that they are reducing the number of occupied duty assignments in that section and, as the junior employee, he is being excessed out of the section in accordance with the CBA Article 12.5, C 4. Clerk Parks is also notified that s/he should bid on any existing vacancies and may be assigned to a residual vacancy if s/he fails to bid. Clerk Parks is also notified that they may request in writing the right to retreat to the first full-time vacancy in the section.

Clerk Park's job, #27 is posted for bid in the section. All employees of the section are eligible to bid. Only after all employees have finished bidding and posting and all are placed in jobs, or fail to bid, is Parks then offered the right to retreat to a vacancy in that section. If Johnson bids on Park's job and is the successful bidder, then the next vacancy in that section is posted for in section bidding. When the residual vacancy finally results, then Clerk Parks is offered the opportunity to retreat to that section. Once Parks accepts that job, all future vacancies are posted office-wide. If Parks rejects his right to retreat, then the residual vacancy is posted office-wide and Parks has no further retreat rights to any job in that section.

Issue: Abolishment - Improper*

Articles 37. I.F., 12.5. B and C, 8.4. B*

Documentation	Explanation
All grievance paperwork	All paperwork developed and utilized in grievance procedure
Duty assignment(s) being abolished	Basis for dispute
History of duty assignment - initial and subsequent postings and awardings	Tells us how long job has been around and who has worked it
Personnel memorandum which shows job being abolished	Establishes when abolishment took place and effective date of action
Applicable excerpts from LMOU	Defines sections for in-house excessing
Written meeting notes between L/M prior to effective date of abolishment	Contractually required. Management should be able to give a legitimate explanation of the need to abolish
Paperwork management relied upon to generate abolishment(s)	Management should have documentation to support their actions. If not, why not?
Written statements from grievant and co-workers on what happened to work from abolished job	If work still exists, be specific as to type and amount of work. Shifting the work to others is not a legitimate basis for abolishment
Steward's written notes from interview with appropriate manager	Ties down management's reasons for action. Also allows union opportunity to investigate and refute management's action
Applicable case law. Remember difference between precedent and persuasive value	Strengthens case through Step 4s, national arbitrations or pre-arbs, regional arbitrations or pre-arbs. Cites must be on point

* Geared towards abolishments within installation where we argue work still there.

* Goes to remedy - If job still there, part of remedy would seek out of schedule premium.

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

Response: Yes, beginning on the effective date of the 1998 National Agreement, the reposting provisions in 3.A.4 also apply to part-time regular duty assignments.

61. If the hours of a 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 created 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.

62. If a duty assignment was changed by one hour during the life of the 1998 National Agreement and is changed another hour during the 2000 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.

Residual Vacancies

Residual Vacancies are bid positions that are still vacant after the bidding process is completed. Jobs should only be posted once unless there are extenuating circumstances and the local union officials and management determine another posting is in the best interest of both parties.

After the voluntary bidding process in Article 37.3 is complete, and residual vacancies remain, the process then continues into Article 37.4 for the assignment of unencumbered employees.

Article 37 Q & A agreement provides for what happens to unencumbered employees who may be training on a existing vacancy and then are assigned a residual vacancy. The employee must qualify on their bid within the same timeframe they were required to qualify for the assigned residual vacancy.

Assignments to residual vacancies must be done based on qualifications and seniority if there is more than one vacancy and more than one unencumbered employee available for assignment. A full-time regular unencumbered employee may not be assigned to a part-time regular assignment. A unencumbered part-time regular may be assigned to a full-time residual vacancy.

After all unencumbered employees are assigned, or if there are no unencumbered employees, the process continues to Article 37.5 and the conversion and assignment of part-time employees to full-time positions. Again, the Conversion of PTF's to residual vacancies is a cumbersome process that includes a "preffing" process that should be structured and consistently enforced.

Whenever encountering questions regarding residual vacancies, please first review Article 37.4 and Article 37.5 as well as the Article 37 Question and Answer Handbook.

Section: 3.A.4.d

67. 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: Such reposted duty assignments are limited to sectional bidding only if there is a clerk(s) with retreat rights to that section.

X Section: 3.A.4.d

68. 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.

X Section: 3.A.4.d

69. 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

70. 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.

X Section: 3.A.7.b

78. 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.

X Section: 3.A.7.b

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

Response: Yes, unless it is being withheld under Article 12 or reverted pursuant to Article 37.3.A.2.

Section: 3.A.7.c

80. 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

81. 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 **4** Unencumbered Employees

Section: 4.A

156. 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

157. 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

158. 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.

Section: 4.C

163. 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

164. In what order must unencumbered employees be assigned?

Response: 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.1 is applied in the following order:

- (a) Currently qualified: Offer by seniority, assign by juniority
- (b) Partially qualified: Offer by seniority, assign by juniority (must be unencumbered last 90 days)
- (c) Not Currently or Partially Qualified: assign by seniority (must be unencumbered last 90 days)

Section: 4.C

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

Response: Yes, Article 37.4.C.1.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.1.a(2)

- 169. When assigning unencumbered employees to residual vacancies for which they are partially qualified, is the assignment by seniority or inverse seniority (juniority)?**

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 juniority. However, to be available for assignment for which partially qualified, the employee must have been in an unencumbered status for at least 90 days.

Section: 4.C.1.a(2), 4.C.1.a (3) & 4.C.2

- 170. 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.1.a.(2) and (3). or 4.C.2?**

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.1.a(3)

- 171. 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 who had been in an unencumbered status for the last 90 days 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 who had been in an unencumbered status for the last 90 days, 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 and who has been in an unencumbered status for the last 90 days, would be assigned.

Section: 4.C.2

175. Is the application of Article 37.4.C.2 required if lower level residual vacancies still exist after applying Article 37.4.C.1?

Response: No. The assignment of unencumbered employees to lower level vacancies is clearly permissive in that Article 37.4.C.2 states in part, "may be offered to unencumbered regular employees."

Section: 4.C.2

176. When assigning unencumbered employees to lower level residual vacancies under Article 37.4.C.2, 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.2

177. When assigning unencumbered employees to residual vacancies pursuant to Article 37.4.C.2, are the assignments made based strictly on juniority?

Response: No. There are exceptions to assigning by juniority when applying Article 37.4.C.2. 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.2

182. 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.3.a

183. Can an unencumbered manual clerk who was not hired from a machine register and who has not passed machine training be assigned to a residual machine duty assignment?

Response: No.

Section: 4.C.3.b

184. 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

5

Conversion/Part-Time Flexible Preference

Section: 5.A

185. When filling full-time positions, is bidding by part-time regular employees and preferencing by part-time flexible employees done concurrently?

Response: Yes.

Section: 5.A

186. Question: 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

187. 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.6

191. When a Mark-up Clerk, Automated is converted to full time unencumbered status pursuant to the 80/20 requirement 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.8

192. 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.10

193. If a part-time flexible employee is in training for a stated preference and is converted to full-time, either pursuant to the 80/20 requirement of 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.10

194. 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 the 80/20 requirement of 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

197. 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.5

198. Is an employee who was hired from a machine register permitted to state a preference on residual manual duty assignments?

Response: The employee would be eligible to state a preference on a manual assignment, unless their preference would prevent a currently qualified manual part-time flexible clerk from being converted into a manual assignment.

Section 5 B.1.4

199. 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

200. 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 5.0.8

204. 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.

