

<p><b>JCIM 2005</b>  <b>Summary of Changes</b>  <b>November 2005</b></p>
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This document identifies the location of revisions and additions to the **JCIM 2005**. Additionally, pages of the **JCIM** that were altered due to a change in text or formatting are dated November 2005.

<b>Location (beginning)</b>	<b>Subject</b>
<b>Preface</b>	Added clarification affirming that management has the discretion to resolve issues without the filing of a grievance.
<b>Article 1, page 2</b>	Article 1.6 – New (second) paragraph added
<b>Article 2, page 1</b>	Article 2 – New (last) paragraph added regarding Accommodation for Deaf and Hard of Hearing
<b>Article 4, page 1</b>	Article 4.1 & 4.2 – “as far in advance as practicable, but” was added to the second paragraph.
<b>Article 7, page 2</b>	Article 7.1.B.1 and 7.1.B.2 – The words “may” and “For example” were added to the second paragraph under <i>PTF Scheduling</i>
<b>Article 7, page 2</b>	Article 7.1.B.3 – the narrative under <i>Dual Craft Casual Assignments</i> was modified to address rural carrier relief employee appointments
<b>Article 7, page 3</b>	Article 7.2.B and 7.2.C – the second paragraph under <i>Work Assignments</i> was modified to reflect that “Article 7.2.B is not relevant to assigning clerk craft employees to other work within the clerk craft across wage levels”
<b>Article 7, page 4</b>	Article 7.3 – the narrative under <i>Full-Time Flexible</i> was modified to reflect the requirement that a part-time flexible work at least 39 hours and that the work must be performed in employee’s craft occupational group and installation
<b>Article 8 page 4</b>	Article 8.4.B – the sixth paragraph under <i>Out of Schedule Premium</i> was deleted as it was redundant (the same intent as the fourth paragraph)

<b>Article 8, page 6</b>	Article 8.5.A – a reference was added to the first paragraph under <i>Overtime-Acting Supervisors</i> indicating that additional information could be found in Article 1.6, <i>204-B Details</i>
<b>Article 8, page 8</b>	Article 8.6 – a new (second) paragraph was added under <i>Sunday Premium</i> to address the application of Article 8.6 when an employee works “Sunday” as a result of a request for a temporary change in schedule (PS Form 3189)
<b>Article 8, page 12</b>	Article 8 Questions and Answers – the response to Question 19 was clarified
<b>Article 10, page 3</b>	Article 10.1 and 10.2 – insert “two years from the time issued if there has been no disciplinary action” in the sixth bulleted item under <i>Resource Management Database (RMD)</i>
<b>Article 10, page 4</b>	Article 10.1 and 10.2 – inserted two new paragraphs (bulleted items 9 and 10) under <i>Resource Management Database (RMD)</i> ; concerning FMLA documentation requirements
<b>Article 10, page 5</b>	Article 10.1 and 10.2 – a new section regarding <i>Interactive Voice Recognition (IVR)</i> added
<b>Article 10, page 8</b>	Article 10.5 – a new (third) paragraph was added under <i>Sick Leave</i> which addresses sick leave requests from part-time flexible employees
<b>Article 10, page 13</b>	Article 10.5 – two new headings were added: <i>Serious Health Condition</i> and <i>Work Hour Requirement</i> and existing language was clarified; Note: language concerning absences due to military service was deleted but is addressed in Article 10, page 16
<b>Article 10, page 15</b>	Article 10.5 – a new narrative was added under the heading of <i>Recertification</i>
<b>Article 12, page 3</b>	Article 12.3 – was updated to reflect additional bids permitted under the extension to the 2000 National Agreement
<b>Article 12, page 4</b>	Article 12.4.B – new language added under <i>Reassignment – General Principles</i> concerning notification to the national union in reference to consolidating postal installations

<b>Article 12, page 9</b>	Article 12.5.C.2 – narrative concerning the impact of new/consolidation installations on existing Local Memoranda of Understanding was moved to Article 30
<b>Article 12, page 21</b>	End of Article 12 – a new section called <i>Questions and Answers Concerning Article 12 Excessing</i> was added
<b>Article 13, page 4</b>	Article 13.4.A – narrative was revised
<b>Article 14, page 4</b>	Article 14.4 – New sections were added (end) regarding agreements on <i>Ergonomics Risk Reduction Partnership</i> and <i>Voluntary Protection Programs</i>
<b>Article 15, page 2</b>	Article 15.2, Step 1 – the narrative under <i>Continuing Violation</i> is clarified
<b>Article 15, page 3</b>	Article 15.2, Step 2.c – the narrative under <i>Step 2 Meeting</i> is clarified
<b>Article 17, page 2</b>	Article 17.3 – the word “installation” is added to the narrative under Superseniority
<b>Article 24, page 1</b>	Article 24.2 – The leave code in the second paragraph is changed from “28” to “84”
<b>Article 28, page 1</b>	Article 28, Introduction - the word “money” added to the first sentence
<b>Article 30, page 1</b>	Article 30.B – the narrative was rearranged (moved from Article 30, page 2-3)
<b>Article 30, page 2</b>	Article 30.C – a new (last) paragraph was added regarding “unreasonable burden” impasse appeals
<b>Article 30, page 3</b>	Article 30.D – new (second) paragraph reemphasizes that the JCIM simply reflects and does not modify or amend the terms of the National Agreement
<b>Article 30, page 3</b>	Article 30.F – new (second) paragraph under <i>Consolidated or New Installations</i> clarifies the impact of new/consolidated installations on existing Local Memoranda of Understanding (this issue was previously covered on Article 12, page 9)
<b>Article 37, page 2</b>	Article 37.1.F and 37.1.G – new question (#8)
<b>Article 37, page 3</b>	Article 37.1.L – new question (#14)

<b>Article 37, page 10</b>	Article 37.3.A – new question (#51)
<b>Article 37, page 11</b>	Article 37.3.A.2 – new question (#59)
<b>Article 37, page 20</b>	Article 37.3.F.1 – revision to question (#120) – previously question 116
<b>Article 37, page 23</b>	Article 37.3.F.3.a – new question (#135)
<b>Article 37, page 24</b>	Article 37.3.F.3.b – new question (# 142)
<b>Article 37, page 43</b>	<i>Entrance Battery 473 Questions and Answers</i> was added
<b>Article 38, page 1</b>	Article 38.3.F - new narrative concerning “grandfather” status
<b>Article 38, page 3</b>	Article 38.4.A.1 – new language concerning leave without pay was added under Posting-Notice of Intent
<b>Article 39, page 7</b>	Article 39.2.A.11 – “PS Level 6” was added to the first paragraph
<b>Article 39, page 10</b>	Question and Answer 7 – the phrase “within an Installation” was deleted from the response
<b>Article 39, page 14</b>	Question and Answer 34 – The word “Yes” was added to the response

## INTRODUCTION

The United States Postal Service and the American Postal Workers Union have engaged in extensive discussion on ways to enhance the parties' workplace relationship, including methods to improve the Grievance/Arbitration procedure. Consistent with that goal, the parties agreed to jointly establish a manual which outlines areas of agreement on contract application.

This **Joint Contract Interpretation Manual (JCIM)** represents the mutual agreement of the national parties on the interpretation/application of the issues discussed in this document and no inference should be drawn from the absence of national settlements, agreements or arbitration awards.

A primary purpose of this JCIM is to provide the local parties with guidance and to require consistency with contract compliance. The parties are bound by this manual and grievances should not be initiated which assert a position contrary to the JCIM.

## PREFACE

The JCIM is self-explanatory and is not intended to, nor does it, increase or decrease the rights, responsibilities, or benefits of the parties under the National Agreement and it shall be applied by the parties at the lower grievance steps in an effort to settle grievances at the lowest possible level. Of course, management always has the discretion to resolve any issue without the filing of a grievance.

If introduced in area/regional arbitration, the JCIM will speak for itself and the parties' advocates will not seek testimony on its content.

Nothing in this JCIM precludes the application of provisions of a Local Memorandum of Understanding or a locally developed local agreement. Joint interpretation manuals at the area/regional level which are not inconsistent with this JCIM shall remain in effect, unless terminated by the parties at the area/regional level.

The parties at the national level are committed to supplement and update the JCIM on an on-going basis as additional agreements are reached at the national level.

Representatives at the local, district and area/regional level should exercise caution to ensure that they are working from the most current JCIM and apply any revisions or modifications prospectively from the date of revision.

## PREAMBLE

The Preamble establishes how the National Agreement was finalized, either by negotiations or interest arbitration. The Preamble also sets the effective date of the agreement. Please note that the 2000-2003 National Agreement was extended until November 20, 2006.

## ARTICLE 1 UNION RECOGNITION

### ARTICLE 1.1

#### ***EXCLUSIVE BARGAINING REPRESENTATIVE***

Article 1.1 reflects that the American Postal Workers Union (APWU) is the exclusive bargaining representative of all clerks, maintenance, motor vehicle, and material support unit employees.

### ARTICLE 1.2

#### ***EXCLUSION - NON-BARGAINING UNIT***

Managerial and supervisory personnel are excluded from the bargaining unit by the terms of Article 1.2, as well as other provisions of the Postal Reorganization Act (See 39 U.S.C. §1202).

However, bargaining unit employees serving in a temporary supervisory position (204b) are still considered to be craft employees and continue to accrue uninterrupted seniority in their respective craft.

The supplemental workforce as defined in Article 7, Section 1.B is comprised of casuals, who are excluded from the bargaining unit

### ARTICLE 1.4

#### ***DEFINITION – APWU BARGAINING UNIT***

Article 1.4 provides that, subject to the exclusions listed in Article 1.2 and 1.3, all members of the regular workforce as defined in Article 7, Section 1.A are members of the bargaining unit. Article 7, Section 1, defines the regular work force as being comprised of full-time employees, part-time regulars and part-time flexibles. In addition, transitional employees are members of the bargaining unit as provided for in Article 7, Section 1.C.

**ARTICLE 1.5*****NEW POSITIONS***

Article 1.5 requires that the Postal Service consult with the APWU at the national level prior to assigning a new position to the most appropriate national craft bargaining unit subject to the standards that must be used when assigning a new position.

Article 1.5 also provides that the union will be promptly notified of the decision and any dispute concerning the assignment is grievable at the national level within thirty days from the date the union receives notification of the assignment.

**ARTICLE 1.6*****SUPERVISORS PERFORMING BARGAINING UNIT WORK***

Supervisors are prohibited from performing bargaining unit work, except for the circumstances outlined in Article 1.6. Bargaining unit employees acting as temporary supervisors (204b) are considered as supervisors for the purposes of Article 1.6.

Article 1.6.B provides in offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Article 1.6.A.1 through 1.6.A.5 or when the duties are included in the supervisor's position description.

Where bargaining unit work which would have been assigned to employees is performed by a supervisor and such work hours are not *de minimus*, the bargaining unit employee(s) whom would have been assigned the work, shall be paid for the time involved at the applicable rate.

***EMERGENCIES***

It is understood that an emergency is defined as "an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature."

***204B DETAIL***

PS Form 1723, which shows the times and dates of the 204b detail, is the controlling document for determining whether an employee is in a 204b status. A separate PS Form 1723 is used for each detail and a copy of the Form 1723 shall be provided in advance, to the union at the local level.

***EXPRESS MAIL***

The general delivery and picking up of Express Mail is bargaining unit work which has not been designated to a specific craft. However, management is not prohibited from assigning available personnel as necessary, including non-bargaining unit persons, to meet Express Mail delivery commitments.

## **ARTICLE 2 NON-DISCRIMINATION AND CIVIL RIGHTS**

### ***GRIEVANCES***

Article 2 gives bargaining unit employees the contractual right to object to and remedy alleged discrimination by filing a grievance directly to Step 2 of the grievance procedure.

This Article also provides bargaining unit employees the contractual right to grieve alleged violations of the Rehabilitation Act through the grievance procedure. The Postal Service guidelines concerning reasonable accommodation are contained in Handbook EL-307, *Guidelines on Reasonable Accommodation*.

### ***EEO COMPLAINTS***

EEO settlements to which the union is not a party will not take precedent over the language contained in the collective bargaining agreement (CBA). Nor can an EEO settlement modify the terms or requirements of the CBA.

A settlement of an EEO claim does not automatically render moot a grievance filed on the same issue. Rather, for a grievance beyond Step 1, the union must be signatory to any EEO settlement which resolves the grievance, and the EEO settlement should specifically include the grievance waiver in the text of the settlement.

Witnesses whose presence at EEO hearings is officially required will be in a duty status during a reasonable period of waiting time prior to their testimony at the hearing and during their actual testimony.

### ***ACCOMMODATION FOR DEAF AND HARD OF HEARING***

Management has an obligation to reasonably accommodate Deaf and Hard of Hearing employees and applicants who request assistance in communicating with or understanding others in work related situations, as stated in the Memorandum of Understanding regarding *Reasonable Accommodation for the Deaf and Hard of Hearing* (which is included in the National Agreement).

## **ARTICLE 4 TECHNOLOGICAL AND MECHANIZATION CHANGES**

### **ARTICLE 4.1 & 4.2**

Article 4.1 and 4.2 are administered and enforced by the parties at the national level and are not properly the subject of local grievances.

#### ***MECH AND TECH CHANGES***

The union at the national level will be informed as far in advance as practicable, but no less than thirty days in advance, of implementation of technological or mechanization changes which affect bargaining unit jobs, including new or changed jobs in the area of wages, hours or working conditions. When major new mechanization or equipment is to be purchased or installed, the union at the national level will be informed as far in advance as practicable, but no less than ninety days in advance.

Any new jobs created by technological or mechanization changes shall be offered to present employees capable of being trained to perform the new or changed job and on-the-job training cannot exceed sixty days. Employees maintain their pay rate during training.

### **ARTICLE 4.3**

#### ***SAVED GRADE***

Article 4.3 provides saved grade when an employee's job is eliminated due to technological or mechanized change and the employee cannot be placed in a job of equal grade and they receive saved grade until such time as they fail to bid or apply for a position in their former wage level.

The provisions of Section 421.53 of the Employee and Labor Relations Manual (ELM) govern the saved grade provided for in Article 4.3. Article 9, Section 7 contains a general provision requiring the Postal Service to continue all the salary rate retention provisions contained in ELM Section 421.5.

## **ARTICLE 6**

### **NO LAYOFFS OR REDUCTION IN FORCE**

#### ***LAYOFF DEFINITION***

Article 6 defines “layoff” as the separation of non-protected, non-preference eligible employees in the regular work force because of lack of work or other legitimate, non-disciplinary reasons.

“Reduction in force” refers to the separation or reduction in the grade of a non-protected veterans’ preference eligible in the regular work force because of lack of work or other legitimate, non-disciplinary reasons.

#### **ARTICLE 6(1)**

#### ***LAYOFF PROTECTION***

Article 6(1) of the 2000 National Agreement provides lifetime protection against layoff to employees in the regular workforce on September 15, 1978. Employees with layoff protection are referred to as “protected employees.”

An employee on the rolls on September 15, 1978, does not lose lifetime protection by transferring from one installation and/or craft to another or by a break in service as a result of leaving and returning to postal employment.

Each employee who is employed in the regular work force as of November 20, 2000, and who has not acquired the protection provided under Article 6 shall be protected henceforth against any involuntary layoff or force reduction during the term of this agreement which expires for all purposes at midnight, November 20, 2006.

#### **ARTICLE 6(2)**

#### ***NON-PROTECTED EMPLOYEES***

Non-protected employees who entered the regular workforce whether by hire, transfer, demotion, reassignment, reinstatement, or re-employment on or after September 16, 1978, are subject to layoff or reduction in force until they achieve “protected” status.

Employees who did not have lifetime protection as of September 15, 1978 achieve protected status upon completion of six years of continuous service in the regular workforce. Article 6(2) applies to all part-time flexible, full-time regular and part-time regular bargaining unit employees.

#### **ARTICLE 6.A.3**

To receive credit, the employee must work at least one hour or receive a call-in guarantee (Article 8, Section 8) in lieu of work in at least 20 of the 26 pay periods during each “anniversary year,” which begins on the first day of the pay period in which the employee enters the regular work force.

***PTF SCHEDULING***

Part-time flexible employees working at the straight-time rate shall be given priority in scheduling over casual employees. However, that scheduling obligation must be met during the course of a “service week,” and the part-time flexible employees must be “qualified and available.” (A “service week” begins at 12:01 a.m. Saturday and ends at 12:00 midnight the following Friday).

A violation of Article 7.1.B.2 may occur when: 1) management schedules a casual for work which a part-time flexible employee could have performed instead and, 2) the part-time flexible employee had less than 40 straight-time hours (either work or a combination of work and paid leave) during the service week. For example, if, when scheduling part-time flexible employees, management consistently and regularly underestimates the work which will remain at the end of the week for part-time flexible employees, and this results in casuals working at the beginning or the middle of the service week while the part-time flexible employees do not obtain a forty hour week, this practice would constitute a violation of Article 7.1.B.2.

**ARTICLE 7.1.B.3*****CASUAL CAP***

Disputes concerning whether the national or district casual cap was exceeded may be initiated and addressed only at the national level.

***DUAL CRAFT CASUAL ASSIGNMENTS***

Dual craft casual assignments occur when casuals employed under the NALC or NPMHU National Agreement are used to perform bargaining unit work which is designated to one of the APWU represented crafts. Dual craft casual assignments may only occur if such casuals were designated for dual craft employment when hired. In other words, mail handler and city letter carrier casuals may not be used to perform work in APWU crafts if they were not designated to do so when hired. The number of dual craft casuals is monitored at the national level. The rules governing the assignment of casuals also apply to dual-appointed rural carrier relief employees.

**ARTICLE 7.1.B.4*****CASUAL TERM LIMIT***

A casual is limited to two ninety day terms and may be reemployed during the Christmas period for not more than twenty-one days. A term worked by a casual employed under another union’s collective bargaining agreement does not count against the term limit under Section 7.1.B.4.

**ARTICLE 7.1.C*****TRANSITIONAL EMPLOYEES***

Transitional employees are non-career, bargaining unit employees hired for terms of employment not to exceed 360 calendar days and will have a break in service of at least five days between appointments.

Transitional employees do not have a daily or weekly work hour guarantee except any transitional employee who is scheduled to work and who reports shall be guaranteed two hours of work or pay. Such work or pay shall not be guaranteed if such

employees are directed not to report ahead of the time they were scheduled to report to work. It is required to make every effort to ensure that qualified and available part-time flexibles are utilized at the straight-time rate, over the course of a pay period, prior to assigning such work to transitional employees in the same work location and on the same tour.

#### ARTICLE 7.2.A

##### ***COMBINING WORK IN DIFFERENT CRAFTS***

Article 7.2.A provides for the combining of work from different crafts, occupational groups, and wage levels to establish full-time duty assignments under extremely limited circumstances. When management decides to create such an assignment, advance notification must be provided the affected unions, including the reason(s) for the assignment.

A combined full-time duty assignment established in accordance with the provisions of this section may not include rural carrier duties. Only duties normally performed by bargaining unit employees covered by the APWU, NALC and NPMHU Agreements may be combined.

All work within each craft (by tour) must be combined prior to combining work from different crafts, after which work in different crafts in the same wage level (by tour) may be combined in accordance with Article 7.2.A.2. After satisfying those requirements, management may create a full-time duty assignment by combining duties in different crafts, occupational groups and salary levels.

#### ARTICLE 7.2.B and 7.2.C

##### ***WORK ASSIGNMENTS***

Article 7.2.B and 7.2.C provide that management may assign employees across craft lines when certain conditions are met.

Article 7.2.B provides for assigning employees to work in another craft due to insufficient work in their own craft. Article 7.2.B is not relevant to assigning clerk craft employees to other work within the clerk craft across wage levels.

Article 7.2.B applies to full-time, part-time regular and part-time flexible employees where there is “insufficient work” on a particular day to attain their respective work hour guarantee, as provided in Article 8 (Sections 8.1 and 8.8).

Article 7.2.C permits the assignment of employees to perform work in the same wage level in another craft or occupational group where there is an exceptionally heavy workload in another craft or occupational group and a light workload in the employees’ craft or occupational group.

Inherent in Article 7.2.B and 7.2.C is the assumption that the qualifying conditions are reasonably unforeseeable or somehow unavoidable. While management retains the right to schedule tasks to suit its needs on a given day, the right to do this may not fairly be equated with the opportunity to, in essence, create “insufficient” work through intentionally inadequate staffing.

Generally, when the union establishes that an employee was assigned across craft lines or occupational groups in violation of Article 7.2.B or 7.2.C, a “make whole” remedy requires the payment (at the appropriate rate) to the available and qualified employee(s) who would have been scheduled to work but for the contractual violation.

### ARTICLE 7.3

#### **MAXIMIZATION**

Article 7.3.A requires an 80 percent full-time work force be maintained for the combined APWU bargaining units in installations with 200 or more man years of employment in the regular work.

#### **OFFICE SIZE**

The crafts covered by the 1978 National Agreement—i.e., clerk, motor vehicle, maintenance, letter carrier and mail handler—are counted when an Agreement provision refers to the number of employees or “man years” in an office, facility or installation. Accordingly, those other crafts are included in calculating the 200 man year requirement of Article 7.3.A (at least an 80 percent full-time APWU work force).

That is also true of the Article 8, Section 8.C call-in guarantee of four hours of work or pay “in a post office or facility with 200 or more man years of employment per year,” and two hours in smaller facilities. An installation’s classification (whether it has 200 or more man years of employment) does not change during the life of the Agreement regardless of whether the compliment increases or decreases.

Full-time duty assignments withheld in accordance with Article 12, Section 5.B.2 count toward the full-time staffing requirement under Article 7.3. Accordingly, management may fall below the Article 7.3 required percentage of full-time staffing when withholding full-time duty assignments in accordance with Article 12.

The 200 man year list is provided to the union at the national level and is based on complement during the 26 pay periods immediately preceding the effective date of the National Agreement. The total number of paid hours accumulated by career employees in an office during the 26 pay periods immediately preceding the term of the current agreement is divided by 2080 to obtain the number of man years. The hours of any transitional employees in that office are excluded from the calculation.

#### **FULL-TIME FLEXIBLE**

Even though management has complied with the 80 percent full-time requirement in a 200 man year facility, further conversions to full-time are required when the following requirements are met:

- The part-time flexible employee works at least thirty-nine hours per week during the previous six months (paid leave hours count as work hours, except where taken to round out to forty hours)
- The part-time flexible employee worked practically five eight hour days each service week during the six month period (consistent with the above thirty-nine hour requirement)

- The employee works in an office with 125 or more man years
- The part-time flexible employee was not working in a withheld position during the period
- The work was performed in the employee's craft, occupational group and installation

If a part-time flexible employee meets the above criterion, the senior part-time flexible employee must be converted to full-time flexible. Such employee has a flexible schedule which is established week-to-week and posted on the Wednesday preceding the service week. The schedule may involve varying daily reporting times, varying nonscheduled days and varying reporting locations within the installation depending on operational requirements. Employees converted to full-time flexible status are considered unassigned (unencumbered in the clerk craft) full-time employees who may bid on posted duty assignments or be assigned to residual duty assignments. Full-time flexible assignments are incumbent only assignments and are not filled when vacated.

#### **REMEDIES**

Any installation with 200 or more man years of employment in the regular workforce which fails to maintain the staffing ratio in any accounting period shall immediately convert and compensate the affected part-time employee(s) retroactively to the date which they should have been converted as follows:

- A. Paid the straight time rate for any hours less than forty hours (five eight hour days) worked in a particular week.
- B. Paid the eight hour guarantee for any day of work beyond five days.
- C. If appropriate, based on the aforementioned, paid the applicable overtime rate.
- D. Further, the schedule to which the employee is assigned when converted will be applied retroactively to the date the employee should have been converted and the employee will be paid out-of-schedule pay.
- E. Where application of Items A-D above, shows an employee is entitled to two or more rates of pay for the same work or time, management shall pay the highest of the rates.

Bargaining unit employees temporarily detailed to non-bargaining unit positions pursuant to the National Agreement are not entitled to out-of-schedule premium.

Out-of-schedule premium regulations are applicable only in cases where management has given advance notice of the change of schedule by Wednesday of the preceding service week.

When timely notification is not given, a full time employee is entitled to work the employee's regularly scheduled hours or receive pay in lieu thereof. In such case the regular overtime rules apply to the hours worked outside of the employee's schedule, not the out-of-schedule premium rules.

When notice of a temporary change is given to an employee by Wednesday of the preceding service week, even if this change is revised later, management has the right to limit the employee's work hours to the hours of the revised schedule.

Out-of-schedule premium is paid for those hours worked outside of, and instead of, the employee's regular schedule.

Out-of-schedule premium hours cannot exceed the un-worked portion of the employee's regular schedule. If an employee works his/her full regular schedule, then any additional hours worked are not instead of the employee's regular schedule and, accordingly, are not considered as out-of-schedule premium hours.

The hours worked which result in paid hours in excess of eight hours per service day or forty hours per service week are paid at the overtime rate.

When a full-time employee temporarily changes his/her regularly scheduled work hours/days for the employee's own convenience, management is not required to pay out-of-schedule premium when a change in a full-time employee's schedule meets all three of the following conditions:

1. The requested change in schedule is for the personal convenience of the employee, not for the convenience of management
2. The employee has signed a PS Form 3189, *Request for Temporary Schedule Change for Personal Convenience*.
3. Management and the union's representative (normally the certified steward in the employee's work location) agree to the change and both sign the Form 3189.

#### ARTICLE 8.4.C – 8.4.E

##### ***PENALTY OVERTIME***

The penalty overtime rate is two times the basic straight-time hourly rate. Article 8.4.E establishes that, excluding December, part-time flexible employees are paid at the penalty overtime rate for all work in excess of ten hours in a service day or fifty-six hours in a service week.

The subject of whether the overtime desired list is established "by section and/or tour" may be locally addressed pursuant to the provisions of Article 30.B.14.

***POOL AND RELIEF (CLERK CRAFT)***

The following rules address how pool and relief clerks are placed on an overtime desired list:

- Pool and relief clerks will only be permitted to place their name on the overtime desired list of the pay location where domiciled.
- When pool and relief clerks are assigned to units (station or branches) other than where their name is on the overtime desired list, they may be offered overtime, if available, after the overtime desired list is exhausted in that unit.
- They may not place their name on that overtime desired list.

***CHANGE OF TOUR/WORK LOCATION***

Unless otherwise addressed in a Local Memorandum of Understanding, an employee may opt to bring his/her name forward from one overtime desired list to another when he/she is the successful bidder in another overtime section/different tour. The employee will be placed on the list in accordance with his/her seniority.

Unless otherwise addressed in a Local Memorandum of Understanding, an employee who was not on any overtime desired list at the beginning of a quarter may not place his/her name on the overtime desired list by virtue of being a successful bidder to another tour/overtime section until the beginning of the next quarter.

***SCHEDULED ANNUAL LEAVE***

Normally employees on the overtime desired list that have annual leave immediately preceding and/or following nonscheduled days will not be required to work overtime on their off days.

However, employees on the overtime desired list may advise their supervisor in writing of their availability to work a nonscheduled day that is in conjunction with approved annual leave.

***OVERTIME – ACTING SUPERVISOR***

An acting supervisor (204b) will not be utilized in lieu of a bargaining unit employee for the purpose of bargaining-unit overtime. The PS Form 1723 shall determine the time and date an employee begins and ends the detail. (Also see narrative under Article 1.6, *204-b Detail*)

An employee detailed to an acting supervisory position will not perform bargaining unit overtime immediately prior to or immediately after such detail unless all available bargaining unit employees are maximized.

**ARTICLE 8.5.D**

***OVERTIME – NON-LIST***

One purpose of the overtime desired list is to avoid scheduling full-time employees not wishing to work overtime. However, if the overtime desired list does not provide

The overtime limits in Article 8.5.G apply only to full-time regulars and full-time flexible employees. However, Part 432.32 of the Employee & Labor Relations Manual (ELM) provides the following rule: Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the PMG (or designee), part-time flexible employees may not be required to work more than twelve hours in one service day. In addition, the total hours of daily service, including scheduled work hours, overtime, and mealtime, may not be extended over a period longer than twelve consecutive hours.

Because the above referenced regulation limits total daily service time to twelve hours, including work and mealtime, an employee is effectively limited to twelve hours (minus mealtime) per day of work. The collective bargaining agreement creates exceptions to the general rule established under ELM 432.32. The only exception to this rule in the APWU National Agreement is for full-time employees on the overtime desired list who, in accordance with Article 8.5.G, “may be required to work up to twelve hours in a day.” Since “work” does not include mealtime within the meaning of Article 8.5.G, the “total hours of daily service” for full-time employees on the overtime desired list may extend over a period of twelve hours plus mealtime. This exception does not apply to full-time regulars who are not on the overtime desired list. The restrictions of Section 432.32 of the ELM also apply to transitional employees.

#### ARTICLE 8.6

##### ***SUNDAY PREMIUM***

An employee who works on a Sunday or any work period that falls partly on a Sunday, receives Sunday premium pay which is an extra twenty-five percent of the base hourly straight-time rate. The "no pyramiding" provisions of Article 8.4.F apply to the Sunday premium.

An eligible employee who is scheduled to work and does work on a non-overtime basis on a Sunday pursuant to a request for a temporary schedule change for personal convenience (PS Form 3189) is entitled to Sunday premium pay under Article 8.6 of the National Agreement.

Under Article 8.6, employees whose regular work schedule includes a period of service, any part of which is within the period commencing at midnight Saturday and ending at midnight Sunday shall be paid Sunday premium for each hour of work performed during that period of service. As specified in the Employee and Labor Relations Manual, Section 434.33, if an employee is on leave for any part of the tour, normally he or she is not entitled to Sunday premium for leave hours. However, Sunday premium to which the employee is normally entitled is continued while the employee is in a continuation of pay (COP) status, on military leave, or on court leave. An eligible employee also continues to receive the Sunday premium normally entitled to when he or she is rescheduled due to a compensable disability in lieu of placement in a COP status.

#### ARTICLE 8.7

##### ***NIGHT DIFFERENTIAL***

The "no pyramiding" provisions of Article 8.4.F do not apply to the night shift differential since night-shift differential is not considered a "premium" under Article 4. F. Night Differential payment is identified in Article 9 of the National Agreement.

1. After a full time employee reaches twenty hours of overtime within a service week is he/she still available for overtime?

**Response:** Once the employee reaches twenty hours of overtime within a service week, the employee is no longer available for any additional overtime work.

2. Does paid leave count toward the twelve and sixty work limits?

**Response:** Yes.

3. Is an employee sent home in the middle of the tour on a regularly scheduled day, because of the bar against employees working more than sixty hours in a service week, entitled to be paid for the remainder of his/her scheduled day?

**Response:** An employee having been sent home on his/her regularly scheduled day before the end of his/her tour due to the 60 hour ceiling and having experienced no temporary change of schedule, must be compensated for the hours he/she lost that day.

4. If a part-time flexible employee is converted to full-time regular status in the middle of a quarter, as defined in Article 8, Section 5.A, may the employee sign the overtime desired list?

**Response:** No, unless otherwise provided for in the Local Memorandum of Understanding.

5. Does "Holiday Worked Pay" count towards the fifty-six and sixty hour work limits?

**Response:** Yes, since "Holiday Worked Pay" is paid to eligible employees for actual hours worked on their holiday, those paid hours count towards the subject work hour limits.

6. Can an employee work fewer hours than the contractual guarantees provided for in Article 8.8?

**Response:** Management may not solicit employees to work less than their scheduling guarantee, nor may employees be scheduled to work if they are not available to work the entire guarantee. However, an employee may waive a guarantee in case of personal illness or emergency.

7. Does the number of overtime hours an employee is requested to work at the end of a regularly scheduled day become a guarantee?

**Response:** No, employees only work overtime for the period of time they are needed.

8. When an employee is called in to work overtime on their non-scheduled day, is the employee contractually guaranteed to work his/her bid position?

**Response:** No, such an employee only has a work hour guarantee.

**RESOURCE MANAGEMENT DATABASE (RMD)**

The following rules address the use of RMD or eRMS:

- The purpose of RMD/eRMS is to provide a uniform automated process for recording data relative to existing leave rules and regulations.
- RMD/eRMS (or similar system of records) may not alter or change existing rules, regulations, the National Agreement, law, local memorandums of understanding and agreements, or grievance settlements and awards.
- RMD/eRMS enables local management to establish a set number of absences used to ensure that employee attendance records are being reviewed by their supervisor. However, it is the supervisor's review of the attendance record and the supervisor's determination on a case-by-case basis in light of all relevant evidence and circumstances, not any set number of absences that determine whether corrective action is warranted. Any rule setting a fixed amount or percentage of sick leave usage after which an employee will be, as a matter of course, automatically disciplined is inconsistent with the National Agreement and applicable handbooks and manuals. Any corrective action that results from the attendance reviews must be in accordance with Article 16 of the National Agreement.
- In accordance with the notice in the Federal Register in June 2000, the storage of RMD/eRMS documentation is covered by the Postal service's Privacy Act System of Records, 170.020. Information maintained in the RMD/eRMS, including, but not limited to, social security numbers, must be in accordance with the rules and regulations regarding Privacy Act System of records. RMD/eRMS users must be authorized to have access to records covered by the Privacy Act System of Records and must comply with the Privacy Act, as well as handbooks, manuals and published regulations relating to leave and attendance.
- Supervisor's notes or records of article 16.2 discussions are not to be entered in the RMD/eRMS.
- All records of overturned disciplinary actions must be removed from the employee's personnel records kept by the supervisor, the employee's official personnel folder, as well as from RMD/eRMS. Management may cite only "live" disciplinary action as elements of past record in disciplinary action pursuant to Article 16.10, and if a disciplinary action has been modified, the disciplinary records must reflect the final disposition of an action. The RMD/eRMS is programmed to delete records of disciplinary action two years from the time issued if there has been no disciplinary action initiated against the employee, in accordance with Article 16.10 of the National Agreement. However, employees are still responsible for making a written request to have such disciplinary action removed from their official folder.
- Supervisors may maintain copies, summaries or excerpts from other Postal Service personnel records, or records originated by the supervisor, in a system of records defined in ASM 120.190 as *Supervisors' Personnel Records*. However, information about individuals in the form of uncirculated personal notes and documents kept by Postal Service employees, supervisors, counselors, investigators, etc., which are not circulated to other persons, are not to be entered into RMD/eRMS. (If they are circulated, they become official records in a system

of records and must be shown on request to the employee to whom they pertain). The copies, summaries, and excerpts kept in accordance with the ASM 120.190 system of records are destroyed (with the exception of disciplinary records) when the supervisor/employee relationship is terminated. All disciplinary records are transferred to the new supervisor, provided their retention period has not expired.

- Pursuant to the Employee and Labor Relations Manual (ELM) 513.332, employees must notify appropriate postal authorities of their illness or injury and expected duration of absence as soon as possible. Once an employee provides the expected duration of his or her absence, such employee is not required to call in again for the same absence. However, if the expected duration changes, the employee should notify management.
- In applying ELM 513.332 in the context of the RMD process, management may ask questions necessary to make FMLA determinations and to determine whether the absence is due to an on-the-job injury or for a condition which requires ELM 865 return-to-work procedures, but may not otherwise require employees to describe the nature of their illness/injury.
- When FMLA certification has already been provided, employees are only required to provide documentation for FMLA absences in excess of three days, when they are requesting paid leave. When the request is for leave without pay, there is no requirement for additional documentation.
- Pursuant to ELM 513.361, when an employee requests sick leave for absences of three days or less, “medical documentation or other acceptable evidence of incapacity for work or need to care for a family member is only required when an employee is on restricted sick leave (see ELM 513.39) or when the supervisor deems documentation desirable for the protection of the interests of the Postal Service.” A supervisor’s determination that medical documentation or other acceptable evidence of incapacitation is desirable for the protection of the interest of the Postal Service must be made on a case by case basis and may not be arbitrary, capricious, or unreasonable.
- Pursuant to ELM 513.362, when an employee requests sick leave for absences in excess of three days (scheduled work days), employees are required to submit medical documentation or other acceptable evidence of incapacity for work for themselves or of need to care for a family member, and if requested, substantiation of the family relationship. Medical documentation from the employee’s attending physician or other attending practitioner should provide an explanation of the nature of the employee’s illness or injury sufficient to indicate to management that the employee was (or will be) unable to perform his or her normal duties for the period of absence. Supervisors may accept substantiation other than medical documentation if they believe it supports approval of the sick leave request.
- Pursuant to Article 10 of the National Agreement and applicable rules, for an approved absence for which the employee has insufficient sick leave, at the employee’s option, such employees must be granted annual leave or leave without pay. When an employee’s absence is approved, the employee may use annual and sick leave in conjunction with LWOP, consistent with the applicable leave regulations. In addition, an employee need not exhaust annual or sick leave prior to requesting LWOP.

- Optional FMLA Forms: There is no required form or format for information submitted by an employee in support of an absence for a condition which may be protected under the Family and Medical Leave Act. Although the Postal Service sends employees the Department of Labor Form, WH-380, the APWU forms or any form or format which contains the required information (i.e. Information such as that required on a current WH-380) is acceptable.

***INTERACTIVE VOICE RECOGNITION (IVR)***

The Interactive Voice Recognition (IVR) system is part of the RMD program. IVR is a computerized speech application system that takes employees' calls for absences due to illness and injury which is not job-related.

- Employee Identification Number (EIN) instead of social security number is used when employees call in for unscheduled absences to the Interactive Voice Response (IVR) system.
- Employees at IVR sites will need their Employee ID to complete their request for unscheduled leave. Employees not prepared to provide their EIN when the call is made will be prompted by the system to contact their supervisor.

***ANNUAL LEAVE***

Annual leave is used for vacation and other paid absences. The rate of annual leave earnings is based on "creditable service," that is, total cumulative federal service (employment); including certain kinds of military service (See ELM, Section 512.2, Determining Annual Leave Category).

New employees earn annual leave but are not credited with the leave and may not take it prior to completing ninety days of continuous employment (ELM, Section 512.313(b)). There is an exception for employees who transfer without a break in service.

Annual leave is paid at an employee's regular straight-time rate and is limited to a maximum of eight hours during any single day.

Bargaining unit employees typically use annual leave in three ways:

- (1) By applying in advance, normally based on seniority, for vacation time as specified in this article and in the Local Memorandum of Understanding;
- (2) Other requests for annual leave as needed throughout the year.
- (3) Emergency annual leave taken for emergencies.

In an emergency, a bargaining unit employee need not obtain advance approval for leave, but must notify management as soon as possible about the emergency and the expected duration of the absence. The employee must submit PS Form 3971 and explain the reason for the absence to the supervisor as soon as possible (ELM, Section 512.412).

Employees who have approved leave are entitled to take it, unless there is an emergency situation.

If a part-time flexible employee makes a valid request for annual leave for a specific day, and such leave is approved, then the leave will be recorded for that specific service day. When a part-time flexible employee has been previously granted annual leave, the annual leave will not be unilaterally changed to an off day, solely to make the part-time flexible employee available for an extra day of work at straight time.

***ANNUAL LEAVE ACCRUAL—FULL-TIME***

Full-time employees earn annual leave as set forth in ELM, Section 512.311. They are credited with the year's annual leave at the start of each leave year.

***ANNUAL LEAVE ACCRUAL—PART-TIME***

Part-time employees earn annual leave as set forth in ELM, Exhibit 512.312. ELM, Section 512.312.b provides that part-time flexibles are credited with annual leave earnings at the end of each biweekly pay period.

***ANNUAL LEAVE ACCRUAL—TRANSITIONAL EMPLOYEES***

Annual leave for Transitional Employees (TE) is governed by the TE Memoranda of Understanding. A TE is credited with one hour of annual leave for every twenty hours spent in a pay status during each biweekly pay period. TE "annual leave" is used both for the usual annual leave purposes (rest, recreation, emergencies, etc.) as well as for illness or injury.

***ANNUAL LEAVE EXCHANGE***

Through the end of the 2000 National Agreement career bargaining unit employees may sell back a maximum of forty hours of annual leave prior to the beginning of the leave year if they meet the following conditions:

- The employee must be at the maximum leave carry-over ceiling at the start of the leave year, and
- The employee must have used fewer than 75 sick leave hours in the leave year immediately preceding the year for which the leave is being exchanged.

**ARTICLE 10.3.A**

***VACATION PLANNING***

Article 10.3.A establishes a nationwide program for vacation planning for the regular work force and specifically addresses the selection of choice vacation period(s).

**ARTICLE 10.3.C**

***LOCAL MEMORANDUM OF UNDERSTANDING (LMOU)***

The LMOU may be established pursuant to Article 30 during the local implementation period and may include a local leave program. In fact, 10 of the 22 items available for local implementation involve the creation of a local leave plan.

Items 4, 5, 6, 7, 8, 9, 10, 11, 12, and 20 of Article 30 pertain to the local leave program. However, local implementation is not limited to vacation planning. Local implementation is normally conducted shortly after each National Agreement is finalized.

***ANNUAL LEAVE CARRYOVER***

A bargaining unit employee may carry over up to 440 hours (55 days) of accumulated annual leave from one leave year to the next. Any leave beyond the maximum carryover is forfeited by the employee.

Supervisors should exercise care to assure that bargaining unit employees do not have to forfeit any part of their annual leave. Both management and the union should encourage bargaining unit employees to keep a watchful eye on their leave balances to assure that an employee does not end up with excess annual leave.

**ARTICLE 10.3.D*****DURATION OF CHOICE VACATION***

The duration of the choice vacation period must be of sufficient length to allow bargaining unit employees to request the maximum leave available to them pursuant to Article 10.3.D.

Article 10.3.D.1 establishes that employees who have less than three years of creditable service will be granted a maximum of ten continuous days of annual leave. Article 10.3.D.2 establishes that employees with more than three years of creditable service will be granted a maximum of fifteen continuous days of annual leave for their choice vacation period selection(s).

Under Article 30.B.7 an LMOU can determine whether the maximum number of days of continuous annual leave for choice vacation selection will be requested as a single unit of either ten or fifteen continuous days or as two separate units of either five or ten continuous days each. For instance, an employee who has fifteen days may request ten continuous days of annual leave in May and five continuous days in August.

Article 10.3.D.4 should be read in conjunction with Article 10.3.A and 10.4.C and with any applicable LMOU provisions pursuant to Article 30.B.12. This section establishes that employees may request annual leave in addition to their selection(s) for choice vacation period(s) (See Article 10.4.C).

**ARTICLE 10.3.E*****BEGINNING OF VACATION PERIOD***

Article 10.3.E establishes that an employee's vacation period(s) starts on the first day of the employee's basic workweek. Exceptions may be granted when the employee, the union representative and management agree. However, this section should be read in conjunction with LMOU provisions established pursuant to Article 30.B.6, which states that the local parties may determine the beginning day of an employee's vacation period selection(s) during the local implementation period. When the LMOU provides that the vacation period selection(s) begins on a day other than the first day of an employee's basic workweek, the LMOU is controlling.

**ARTICLE 10.3.F*****JURY DUTY/CONVENTION LEAVE***

Article 10.3.F provides that an employee serving on jury duty, attending a National, State, or Regional Convention or Assembly during the employee's scheduled choice vacation period is entitled to another choice vacation period selection.

This section should be read in conjunction with LMOU provisions established pursuant to Article 30.B. 8 and 20. Those items provide for an LMOU to address whether an absence (for the reasons noted above) will be charged to the choice vacation period and whether annual leave for union activities requested prior to the determination of the choice vacation period will be part of the local vacation plan. (Also see Article 24, Employees on Leave with Regard to Union Business.)

#### **ARTICLE 10.4.A**

##### ***NEW LEAVE YEAR***

Article 10.4.A requires the local installation head to notify all employees when the new leave year will begin (no later than November 1 each year). However, this section should be read in conjunction with LMOU provisions established pursuant to Article 30.B.11. Where an LMOU establishes another date and/or means of notifying employees, the LMOU is controlling.

#### **ARTICLE 10.4.B**

Article 10.4.B.2 and 10.4.B.3 should be read in conjunction with the LMOU provisions established pursuant to Articles 30.B.4 and 10, which are intended to provide the following: (1) the final date for employees to submit applications for choice vacation period, and (2) the method for furnishing official notice of the approved vacation schedule to each employee.

#### **ARTICLE 10.4.C**

##### ***INCIDENTAL LEAVE***

Article 10.4.C should be read in conjunction with Article 10.3.A and 10.3.D.4 and applicable LMOU provisions established pursuant to Article 30.B.12.

#### **ARTICLE 10.5**

##### ***SICK LEAVE***

Article 10.5 provides for the continuation of the sick leave program, whose detailed regulations are contained in Section 513 of the Employee and Labor Relations Manual. Section 513.1 defines sick leave as leave which “insures employees against loss of pay if they are incapacitated for the performance of duties because of illness, injury, pregnancy and confinement, and medical (including dental or optical) examination or treatment.”

Sick leave is credited at the end of each pay period and can accumulate without any limitation of yearly carryover amounts (ELM, Section 513.221).

If a part-time flexible employee makes a valid request for sick leave on the day he/she is scheduled to work and they have not exceeded 40 hours by that time, their scheduled workday should not be unilaterally changed to an off day, solely to make the part-time flexible employee available for an extra day of work at straight time.

##### ***TRANSITIONAL EMPLOYEES***

Transitional employees do not earn sick leave. They do receive annual leave to be used for rest, recreation, emergency purposes, as well as, illness or injury.

***SICK LEAVE APPLICATION***

Bargaining unit employees apply for sick leave by submitting a PS Form 3971, either in advance of the absence or after returning to work. An employee with an unexpected need for sick leave must notify the appropriate supervisor as soon as possible of the illness or injury and the expected duration of the absence. Upon returning to work, the employee must, while on the clock, sign and complete any required sections of PS Form 3971.

Sick leave is paid at the employee's regular straight-time rate, and is limited to a maximum of eight hours per day, forty per week and eighty per pay period (ELM, Section 513.421(b)). Full-time employees may request paid sick leave on any scheduled workday of their basic workweek (ELM, Section 513.411). Part-time employees receive sick leave in accordance with ELM, Section 513.42.

ELM, Section 513.65 provides, "If an employee becomes ill while on annual leave and the employee has a sick leave balance, the absence may be charged to sick leave."

***SICK LEAVE AUTHORIZATION***

The conditions required for sick leave authorization are outlined in Section 513.32 of the ELM. When a request for sick leave is disapproved, the supervisor must check the "disapproved" block, state the reason(s) for disapproving the leave, and note any alternative type of leave granted on the PS Form 3971 (ELM, Section 513.342). If sick leave is disapproved and the absence is nonetheless warranted, the supervisor may approve, at the employee's option, annual leave or LWOP (ELM, Section 513.63).

If the employee does not have sufficient sick leave to cover an approved absence, at the option of the employee, the difference may be charged to annual leave and/or LWOP (ELM, Section 513.61). Likewise, if the employee does not have any sick or annual leave for an approved absence, the approved absence may be charged to LWOP (ELM, Section 513.62). A copy of the PS Form 3971 is provided to the employee.

***MEDICAL CERTIFICATION***

ELM, Sections 513.361 and 513.362 establish three rules:

- (1) For absences of more than three days, an employee must submit "medical documentation or other acceptable evidence" in support of an application for sick leave ("three days" means three scheduled workdays).
- (2) For absences of three days or less, a supervisor may accept an employee's statement explaining the absence unless the employee has been placed in restricted sick leave status, in which case verification is required for every absence related to illness regardless of the number of days involved. However,
- (3) For absences of three days or less a supervisor may require an employee to submit documentation of the illness "when the supervisor deems documentation desirable for the protection of the interests of the Postal Service."

***ACCEPTABLE CERTIFICATION***

The Employee and Labor Relations Manual contains no prohibition against the submission of a preprinted form, with an authorized staff member, including a nurse, completing and signing the document under instruction from the attending physician

or practitioner. Such documentation may be subject to verification on a case-by-case basis. It is understood that any medical documentation or other acceptable evidence submitted must meet the requirements set forth in Part 513.364 of the ELM.

The parties agree that a rubber stamp and facsimile signature on medical documentation is acceptable, subject to verification on a case-by-case basis.

### ***EXTENDED ABSENCES***

Employees who are on extended periods of sick leave must submit at regular intervals, but not more frequently than once every thirty days, satisfactory evidence of their continued inability to perform their regular duties.

An exception to this rule is when “a responsible supervisor has knowledge of the employee’s continuing incapacity for work.” (ELM, Section 513.363).

The review of medical certification submitted by employees returning to duty following extended absences due to illness pursuant to ELM, Section 865 must be consistent with the following:

- (1) To avoid undue delay in returning an employee to duty, the on-duty medical officer, contract physician, or nurse should review and make a decision based upon the presented medical information the same day it is submitted.
- (2) Normally the employee will be returned to work on his/her next workday provided adequate medical documentation is submitted within sufficient time for review.
- (3) The reasonableness of the Postal Service in delaying an employee’s return beyond his/her next workday shall be a proper subject for the grievance procedure on a case-by-case basis.

### ***RESTRICTED SICK LEAVE***

Management may place an employee in “restricted sick leave” status, requiring medical documentation to support every application for sick leave, if: (a) management has “evidence indicating that an employee is abusing sick leave privileges”; or (b) if management reviews the employee’s sick leave usage on an individual basis, first discusses the matter with the employee and otherwise follows the requirements of ELM, Section 513.391.

The use of “restricted sick leave” at the local office is optional as determined by local management. When used, restricted sick leave must be administered in accordance with ELM, 513.391.

### ***ADVANCE SICK LEAVE***

Up to thirty days (240 hours) of sick leave may be advanced to an employee with a serious disability or ailment if there is reason to believe the employee will return to duty (ELM, Section 513.511).

The Postal Service installation head has authority to approve such requests. An employee is not required to use all annual leave before receiving advance sick leave.

***SICK LEAVE FOR DEPENDENT CARE***

The 2000 National Agreement continued the right to use up to eighty hours of sick leave per leave year to give care or otherwise attend to a family member having an illness, injury or other condition which, if an employee had such condition, would justify the use of sick leave by that employee. Family members shall include son or daughter, parent and spouse as defined in ELM Section 515.2. Approval of sick leave for dependent care will be subject to normal procedures for leave approval. .

An employee's right to Sick Leave for Dependent Care is separate and different from the right to leave under the Family and Medical Leave Act (FMLA) of 1993. FMLA is a federal law. Still, there are certain similarities. For instance, the definitions of son, daughter, spouse and parent used for Sick Leave for Dependent Care are the same as the FMLA definitions. An employee may take time off to care for the same person under both Sick Leave for Dependent Care and FMLA. Sick Leave for Dependent Care allows an employee to use up to eighty hours of sick leave to care for a family member, while FMLA provides protection for the absence if it is due to a FMLA covered condition.

***MINIMUM CHARGE FOR LEAVE***

Article 10.6 provides that one hundredth of an hour of leave is the minimum amount of leave charged. For example, an employee obtains advance approval for two to three hours of sick leave for medical treatment returns to work and clocks in after two hours and thirty-seven minutes. The employee will be charged only for the amount of sick leave actually used, rounded to the hundredth of an hour.

***LEAVE WITHOUT PAY (LWOP)***

Article 10.6 also provides that an employee may request LWOP (unpaid time off) by submitting a PS Form 3971. If the request is for more than thirty days, the application must contain a written statement outlining the reason for the requested LWOP absence (ELM, Section 514.51). As a general rule, granting LWOP is a matter of administrative discretion.

There are certain exceptions concerning disabled veterans, Family Medical Leave Act (FMLA), military reservists and members of the National Guard. (See ELM, Section 514.22 for more information).

An employee need not exhaust annual leave and/or sick leave before requesting leave without pay, ELM Exhibit 514.4(d). However, this does not affect the administrative discretion set forth in ELM Part 514.22, nor is it intended to encourage any additional leave usage.

***ADMINISTRATIVE LEAVE***

Administrative leave is governed by Section 519 of the Employee and Labor Relations Manual (ELM). Administrative leave is defined as absence from duty authorized by appropriate postal officials without charge to annual or sick leave and without loss of pay. The ELM authorizes administrative leave under certain circumstances for various reasons such as civil disorders, state and local civil defense programs, voting or registering to vote, blood donations, attending funeral services for certain veterans, relocation, examination or treatment for on-the-job illness or injury and absence from duty due to "Acts of God."

***CONTINUATION OF PAY***

Under the Postal Reorganization Act, 39 U.S.C. §1005(c), all employees of the United States Postal Service are covered by the Federal Employees' Compensation Act (FECA), 5 U.S.C. §§ 8101 et seq.

***COURT LEAVE***

Court Leave is defined in Employee and Labor Relations Manual, Section 516.21.

Part-time flexible employees who have satisfied their probationary period are eligible for court leave if they would otherwise have been in a work status or annual leave status. If there is a question concerning the status, the part-time flexible employee will be eligible if the employee was in work status or annual leave status on any day during the pay period immediately preceding the period of court leave. The amount of court leave for an eligible part-time flexible employee shall be determined on a daily basis as set forth below:

- a. If previously scheduled, the number of straight-time hours the Postal Service scheduled the part-time flexible employee to work;
- b. If not previously scheduled, the number of hours the part-time flexible employee worked on the same service day during the service week immediately preceding the period of court leave;
- c. If not previously scheduled and if no work was performed on the same day in the service week immediately preceding the period of court leave, the guarantee as provided in Article 8, Section 8, of the National Agreement, provided the part-time flexible would otherwise have been requested or scheduled to work on the day for which court leave is requested.

The amount of court leave for part-time flexible employees shall not exceed eight hours in a service day or forty hours in a service week.

***COURT LEAVE – CHANGE OF SCHEDULE***

Where it is established that the management of the installation has consistently interpreted the provisions of the Employee and Labor Relations Manual (ELM) and the related provisions of any earlier manual, regulation, or the Federal Personnel Manual to permit employees to make temporary changes in their work schedules so their days off coincide with the days the employee is not required to be in court, making them eligible for court leave, management must continue such practice until and unless a change in the ELM provisions is made.

***THE FAMILY AND MEDICAL LEAVE ACT***

The Family and Medical Leave Act of 1993 (FMLA) applies to Postal Employees. The Postal Service regulations implementing FMLA are found in ELM Section 515. The law entitles eligible employees to take up to twelve workweeks of job-protected absence during any twelve month period for one or more of the following reasons:

- The birth of an employee's child and to care for that child during the first year after birth; circumstances may require that FMLA leave begin before the actual date of birth of a child, i.e. before the birth of a child for prenatal care or if the mother's condition prevents her from performing the functions of her position.

- The placement of a child with the employee for adoption or foster care; the employee may be entitled to FMLA leave before the actual placement or adoption of a child when, for example, the employee is required to attend counseling sessions, appear in court, or consult with attorneys or doctors representing the birth parent prior to placement. FMLA coverage expires one year after the date of the placement.
- To care for the employee's spouse, son, daughter, or parent with a serious health condition; this requires medical certification that an employee is "needed to care for" a family member and encompasses both physical and psychological care.
- Because of a serious health condition (defined below) that makes the employee unable to perform the functions of the employee's job. An employee is "unable to perform the functions of the position" when the health care provider finds that the employee is unable to work at all or is unable to perform any one of the essential functions of the employee's position.

#### ***SERIOUS HEALTH CONDITION***

Other than incapacity due to pregnancy, the circumstances determine whether a condition is serious, not the diagnosis. Therefore, every request for FMLA leave must be considered on a case-by-case basis, applying the definitions of a serious health condition, as defined by the statute and regulations, to the information provided by the employee and the employee's health care provider.

#### ***WORK HOUR REQUIREMENT***

Any career or non-career employees may qualify for protected leave if they meet the eligibility requirements at the time the leave starts; that is, they have been employed by the Postal Service for at least twelve months (this time does not have to be consecutive) and they have completed at least 1250 work hours during the twelve month period immediately preceding the date the leave starts. The 1250 work hours includes overtime, but excludes any paid or unpaid absence. The only exception is Military Leave and periods of Back Pay.

#### ***CALCULATING THE 1250 HOURS PER CONDITION, PER LEAVE YEAR***

Where a qualifying condition causes a series of intermittent absences, the 1250 work hour eligibility test is applied only once during the 12-month leave year, at the beginning of a series of intermittent absences. The employee remains eligible throughout that leave year for that condition, even if the employee later falls below the 1250 work hour requirement.

In the Postal Service, FMLA leave is calculated on the basis of the postal leave year.

If an employee has a different serious health condition during the leave year, the employee must meet the 1250 work hour eligibility test at the beginning date of the leave for the second condition. If the employee does so, he/she is eligible for FMLA protection of absences for both conditions for the remainder of the leave year, or until the twelve week entitlement has been exhausted.

However, if the employee is unable to meet the 1250 work hour requirement for the second condition in the leave year, the employee is not entitled to FMLA protection

for the second condition, but remains entitled to FMLA protection for the first condition for the remainder of the leave year or until the twelve week entitlement has been exhausted.

The 1250 work hour eligibility requirement must be re-calculated at the beginning date of the leave taken for each separate condition, in order to determine eligibility for each condition in each leave year.

The 1250 work hour eligibility requirement is re-calculated upon the first absence related to the FMLA certified condition in the new leave year. However, this does not mean that the employee is required to re-certify the serious health condition. Rather, the certification from the previous leave year remains valid for the duration indicated by the health care provider, unless management requires a re-certification in accordance with the provisions of the statute or regulations.

#### ***EMPLOYEE RIGHTS - FMLA***

For postal employees, the leave year begins with the first full pay period in a calendar year and ends with the start of the next leave year. Up to twelve workweeks of annual leave, sick leave, LWOP, or a combination of these, depending on the situation, may be used for FMLA covered conditions. LWOP must be approved for FMLA covered conditions when requested by an eligible employee. The leave may be taken in a single block of time, in separate blocks, or intermittently depending on the condition and the medical necessity.

The right to take leave under FMLA applies equally to male and female employees. For example, a father, as well as a mother, may take FMLA for the placement for adoption or foster care, or to care for a child during the twelve months following the date of birth or placement.

On return from an FMLA absence, an employee is entitled to be returned to the same position the employee held when leave began, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

#### ***EMPLOYER RESPONSIBILITIES - FMLA***

The Postal Service is prohibited from interfering with, restraining, or denying the exercise of any rights provided by FMLA. Employers cannot use the taking of FMLA leave as a negative factor in employment actions, such as hiring, promotions, or disciplinary actions. Likewise, FMLA covered absences may not be used towards any disciplinary actions. Employees cannot waive, nor may employers induce employees to waive, their rights under FMLA.

Employers must post and keep posted Wage and Hour Publication 1420, *Your Rights Under the Family and Medical Leave Act of 1993*. The employer is also required to notify the employee within two business days of learning the reason for the employee's need for leave, whether the absence is designated as FMLA leave, the type of leave charged (annual, sick, LWOP), and/or any additional documentation the employee needs to furnish. In the Postal Service, this notification notice is met by providing the employee a copy of the completed PS Form 3971 accompanied by a copy of Publication 71, *Notice for Employees Requesting Leave for Conditions Covered by the Family and Medical Leave Act*.

Under FMLA, the employee may request the substitution of paid leave for the twelve workweeks (twelve times the employee's normal scheduled hours per week, up to forty hours) of unpaid absence per year in accordance with normal leave policies and the collective bargaining agreement.

#### ***EMPLOYEE RESPONSIBILITIES - FMLA***

The following are the employee's responsibilities when a request for FMLA leave is submitted:

- When the need for leave is foreseeable (e.g., pregnancy) notify management of the need for leave and provide appropriate supporting documentation at least thirty days before the absence is to begin.
- When the need for leave is not foreseeable, notify management as soon as practicable, i.e., within two business days, after learning of the need for leave.
- Provide documentation required for FMLA-covered absences within a reasonable period of time (i.e., fifteen days from the time the employer requests documentation, unless it is not practical under the circumstances).
- For medical emergencies, the employee or his/her spokesperson may give oral notice of the need for leave, or notice may be given by phone, telegraph, fax, or other means.

Although an employee is only required by FMLA to give oral notice of the need for leave, FMLA allows the Postal Service to require employees to comply with its usual and customary notice requirements for leave, i.e. PS Form 3971, *Request for or Notification of Absence*.

When an employee requests leave, the manager or supervisor must determine whether the employee is an eligible employee for FMLA purposes; the absence is covered under FMLA; or whether additional documentation is required in order to designate the leave as FMLA.

The employee may, but need not, ask for the absence to be covered by FMLA, rather, it is the supervisor's responsibility to designate the leave based on information provided by the employee.

The supervisor provides the employee a copy of the employee's PS Form 3971 designating the leave and indicating whether additional documentation is necessary along with Publication 71. Documentation to substantiate FMLA is acceptable in any format, including a form created by the union, as long as it provides the information as required by the FMLA.

#### ***RECERTIFICATION***

The FMLA provides that "(t)he employer may require that the eligible employee obtain subsequent re-certifications on a reasonable basis." Thus, an employee should not be required to automatically provide recertification for a serious health condition simply because the leave year has ended and a new leave year has begun. Managers should refer to 29 CFR Section 825.308 for the circumstances and the time frame under which recertification may be required.

The Postal Service may require an employee's leave to be supported by an FMLA medical certification, unless waived by management, in order for the absence to be protected. When an employee uses leave due to a condition already supported by an FMLA certification, the employee is not required to provide another certification in order for the absence to be FMLA protected.

Excluding pregnancy, chronic conditions, and permanent/long-term conditions, recertification is not required for the duration of treatment or period of incapacity specified by the health care provider, unless:

- the employee requests an extension of leave
- circumstances have changed significantly from the original request
- the employer receives information that casts doubt upon the continuing validity of the certification
- the absence is for a different condition or reason

#### ***BACK PAY - FMLA***

The hours an employee would have worked, if not for the action which resulted in the back pay period, are counted as work hours for the 1250 work hour eligibility requirement under the Family Medical Leave Act (FMLA).

If an employee substitutes annual or sick leave for any part of the back pay period that they were not ready, willing and able to perform his/her postal job, the leave is not counted as work hours for the 1250 work hour eligibility requirement under the FMLA.

If a remedy modifies an action, resulting in a period of suspension or leave without pay, that time is not counted as work hours for the 1250 work hour eligibility requirement under the FMLA.

#### ***MILITARY LEAVE - FMLA***

Military leave counts toward the twelve month eligibility, and counts toward the 1250 work hour eligibility requirement, based on the hours the employee would have worked if not for the military service.

The above is a simplified overview of the FMLA and there is no intent to change any Department of Labor rules or regulations or Postal Service policies.

***SENIORITY - RETURN AFTER ONE YEAR***

An employee who left the craft and/or installation and returns to the same craft and/or installation will begin a new period of seniority if gone more than one year. An employee that returns in less than a year regains the seniority he/she had within the craft without credit for the time the employee was gone.

There is an exception to the above rule in the motor vehicle (Article 39) and material support crafts (Article 41). Where there are inconsistencies concerning seniority between Article 12 and the appropriate craft article, the craft article prevails.

***PART-TIME FLEXIBLE EMPLOYEES***

The reassignment of a supervisor to the bargaining unit, who has not retained his or her seniority to full-time regular status, violates the seniority right of part-time flexible employees waiting to be converted.

**ARTICLE 12.3*****BIDDING LIMITATIONS***

The extensions of the 2000-2003 National Agreement (through November 20, 2006), provide that an employee may be designated a successful bidder an additional three times. Therefore, an employee may be designated a successful bidder no more than a total of eight times during the 2000-2006 collective bargaining agreement, unless such bid is covered by one of the three exceptions listed in Article 12.3.A.1 through Article 12.3.A.3.

**ARTICLE 12.4*****REASSIGNMENT – GENERAL PRINCIPLES***

Article 12.4 establishes the following reassignment rules:

- The dislocation and inconvenience to bargaining unit employees be kept to a minimum.
- Reassignments will be made in accordance with Article 12.4 and 12.5.
- Where a major relocation of employees is planned, the parties must meet at the national level at least 90 days in advance of implementation of the plan.
- The Postal Service will provide the APWU information at the national level regarding consolidating postal installations, when those consolidations result in a major relocation of employees.
- Meetings with the union at the area/regional level are required no less than 90 days (six months if possible) in advance of any anticipated reassignments from an installation under Article 12. In such case, the union will be advised of the following:
  1. The anticipated impact, by craft.
  2. The installations with available residual vacancies for the employees to be reassigned.
  3. When a new installation is involved, the new installation's anticipated complement by tour and craft.

The above information must be updated periodically and provided to the union at the area/regional level.

### ***PROPOSED EXCESSING***

Field managers and/or supervisors should not discuss with bargaining unit employees proposed excessing outside the craft or installation until the area/regional parties have held their discussions. This should prevent employees from receiving erroneous information from management or the union, and control the appropriate flow of information.

## **ARTICLE 12.4.B**

### ***AREA/REGIONAL NOTIFICATION***

The union at the area/regional level will be given notice when technological, mechanization or operational changes impact the bargaining unit no less than 90 days in advance, (six months in advance whenever possible). This notice shall be in the form of an *Impact/Work Hour Report*.

Involuntary reassigning bargaining unit employees outside their craft/installation requires an area/regional labor management meeting. It is in the interest of both parties to meet as soon as practicable and to develop an ongoing flow of communications to insure that the principles of Article 12 (reassignment) are met. The first area/regional labor management meeting must be held no later than 90 days prior to the involuntary reassignment.

### ***STUDIES/REPORTS***

If a study/report (Function 4, BPI, etc.) results in the reassignment of employees outside the craft/installation, a copy of the appropriate study/report will be provided to both the local and regional union and a meeting will take place at the area/regional level. If local management chooses to make operational changes based on the results of a study/report, local management will notify and meet with the local union to discuss any proposed changes and share supporting documentation, including a copy of the report.

## **ARTICLE 12.5.B**

### ***WITHHOLDING OF RESIDUAL VACANCIES***

After notification to the union at the area/regional level, residual vacancies are withheld at the same or lower level in all crafts in the affected installation, and residual vacancies at the same or lower level in surrounding installations.

Residual vacancies in other crafts at the same or lower level in the losing/surrounding installations may also be withheld for the involuntary reassignment of employees identified as excess to the needs of the installation to which assigned.

### ***NUMBER OF WITHHELD POSITIONS (DUTY ASSIGNMENTS)***

Management may not withhold more positions than are reasonably necessary to accommodate any planned excessing. Article 12.5.B.2 authorizes management to withhold "sufficient ... positions within the area for employees who may be involuntarily reassigned." The geographic area within which residuals vacancies will be withheld will depend on the number of employees being excessed, residual vacancies available in other crafts within the installation, and the attrition rate.

When consulting with the union pursuant to Article 12.5.C.1.b and/or 12.5.C.1.d, a primary principle in effecting reassignments is to keep dislocation and inconvenience to employees in the regular workforce to a minimum, consistent with the needs of the Postal Service.

#### ***DISCONTINUED INSTALLATION PART-TIME REASSIGNMENTS***

Article 12.5.C.1.(d) provides for the involuntary reassignment of part-time flexible employees, with their seniority, to vacancies in the same craft or occupational group, in installations within 100 miles, (or in more distant installations if necessary), following consultation with the union at the regional level.

When the reassignment of all part-time flexible employees cannot be accomplished, the remaining part-time flexible employees will be assigned to other crafts or occupational groups for which they meet the minimum qualifications of the position to which assigned. Such part-time flexible employees will be placed at the foot of the part-time flexible roll and begin a new period of seniority.

Full-time employees changed to part-time flexible status retain for six months placement rights to vacancies within 100 miles of the discontinued installation, or in more distant installations following consultation with the union at the regional level.

Article 12.5.C.1.(g) provides retreat rights should the discontinued installation be reestablished. Retreat rights are exercised based on seniority or prior standing on the part-time flexible roll, as appropriate.

### **ARTICLE 12.5.C.2**

#### ***CONSOLIDATION OF INSTALLATIONS***

Article 12.5.C.2.(a) provides for the involuntary reassignment of all career employees, with their seniority, to the continuing installation when two installations are consolidated.

When an independent installation is consolidated with another installation, bargaining unit employees are involuntarily assigned to the continuing installation. That means that the seniority lists and part-time flexible rolls are merged respectively. In the event that the installation continuing after consolidation has insufficient vacancies to accommodate all the reassigned employees Article 12.5.C.2 provides for involuntary reassignment from that installation. Since the involuntary reassignments are accomplished by the consolidated installation, the reassignments would be governed by Article 12.5.C.5.

Should the consolidated installation become independent again, retreat rights are exercised based on seniority or prior standing on the part-time flexible rolls as appropriate.

When facilities are consolidated, matters associated with the Local Memorandum of Understanding are addressed by the application of Article 30.F. (See JCIM Article 30.F for more information).

## Questions and Answers Concerning Article 12 Excessing

**Q1.** How are employees identified for excessing?

**A1.** Clerk craft employees holding senior qualified duty assignments are identified for excessing based on their craft, pay level, and seniority. Employees holding best qualified duty assignments are identified for excessing based on their seniority in their best qualified position title. Maintenance craft employees are identified for excessing based on their installation seniority and occupation group. Motor Vehicle craft employees are identified for excessing by their craft seniority and position designation. Please check the appropriate collective bargaining agreement for information on excessing of other crafts represented by the APWU.

**Q2.** May only full-time regular employees be excessed?

**A2.** No. Part-time regular and part time flexible employees may also be excessed in their separate categories.

**Q3.** What happens to employees who do not occupy a duty assignment in a section? (e.g.) unencumbered/unassigned, light/limited duty same/other crafts who were placed in the section), when excessing from a section?

**A3.** They will be removed from that section prior to excessing of employees who occupy duty assignments in the section.

**Q4.** Is an employee's light or limited duty status considered in excessing situations?

**A4.** No. An employee in a light/limited duty status will be excessed in the same way that employees in a full duty status are excessed, based on the pay level of the duty assignment that they hold and their seniority. They will receive reasonable accommodation if necessary in their new duty assignment/installation.

**Q5.** An employee is receiving saved grade after being excessed into a lower pay level duty assignment. Which pay level does the employee occupy for future excessing?

**A5.** The level of the employee's present duty assignment as indicated on the employee's PS Form 50.

**Q6.** Is the Postal Service required to minimize impact on regular work force employees prior to excessing?

**A6.** Yes. In order to minimize the impact on employees, to the extent possible, all casuals working in the affected craft and installation will be separated prior to making involuntary reassignments. Also, to the extent possible, part-time flexible employee work hours will be reduced. There is an obligation to separate casual workers if doing so would yield sufficient hours to establish a regular full time duty assignment: that is eight hours within nine or ten hours, the same five days during a service week.

**Q7.** Does attrition in the impacted work location reduce the impact?

**A7.** The Postal Service will count attrition in the impacted work location, if it occurs in the identified wage level after the notice of excessing is provided to the union.

**Q8.** Will the Postal Service provide advance notice to the impacted employees prior to excessing?

**A8.** Yes. When excessing employees from the section and/or craft within the installation, the Postal Service will provide reasonable notice at the local level. When excessing outside of the installation, the Postal Service will provide the impacted employees with a minimum of 60 days notice, if possible.

**Q9.** What notice will the Postal Service provide to the Union?

**A9.** The Union will receive six (6) months advance notice when possible. For automation based excessing the union will receive a minimum of ninety (90) days advance notice.

**Q10.** How are placement opportunities for impacted employees identified?

**A10.** The Postal Service will provide the APWU Regional Coordinator with a notice of intent to withhold residual vacancies in which to place impacted employees. A residual vacancy is a duty assignment that goes unbid, and remains after assignment of unencumbered employees and activation of retreat rights. In the Clerk Craft, when a duty assignment is identified as residual, the local manager will give the local union president a written notice that the duty assignment is being withheld pursuant to Article 12.

**Q11.** How many duty assignments will be withheld?

**A11.** A sufficient number of residual duty assignments will be withheld to place impacted employees. Maintenance and Motor Vehicle craft residual vacancies in wage level PS-3 and below may be withheld if necessary. Maintenance and Motor Vehicle craft residual duty assignments PS-4 and above will only be withheld if an identified impacted employee meets the minimum qualifications for that withheld duty assignment.

**Q12.** How will the Postal Service determine which impacted employee is placed in a withheld residual duty assignment?

**A12.** Impacted employees will use their seniority to select a withheld duty assignment for which they meet the minimum qualification(s). Minimum qualifications are usually the requisite entrance examination, a driving license (including a Commercial Driving License-CDL where necessary), an experience requirement, or a demonstration of a skill (e.g. typing). Please check the qualification standards to determine the minimum qualifications for a particular position.

**Q13.** If employees are being excessed from more than one installation within a close geographic area at the same time, which employees will select first from the listing of withheld duty assignments?

**A13.** Area management and the APWU Regional Coordinator will meet and determine the appropriate method to be used for selection from the list.

**Q14.** Can an impacted employee be placed in a withheld duty assignment in a higher pay level?

**A14.** An impacted employee may be placed in a withheld duty assignment in the same or lower pay level. An APWU represented employee impacted by a REC closing or by CFS changes may be placed in a higher pay level withheld duty assignment in APWU represented crafts.

**Q15.** What is the pay level for placement of an impacted employee receiving saved grade (clerk craft only)?

**A15.** The pay level for placement is the pay level the employee is presently being paid. That is the saved grade pay level. For example, a Mail Processing clerk PS-5 receiving saved grade PS-6, may be placed in withheld duty assignments from PS-6 and its equivalent or lower (clerk craft only).

**Q16.** Can an employee volunteer to replace an impacted employee?

**A16.** Senior non-impacted employees in the same wage level, craft, status, (FTR-PTR-PTF) and installation may elect to take the place of a junior impacted employee and be excessed. In the clerk craft these volunteers will retain their seniority and status, however, they will not receive retreat rights and will be unable to exercise their seniority for bidding purposes for 180 days in the gaining office. In the maintenance craft the volunteer will take the seniority of the impacted employee that they replace. In the motor vehicle craft the volunteers will take their own seniority in the same wage level and position description.

**Q17.** Can an impacted full time regular employee decide to remain in the installation by voluntarily converting to PTF status?

**A17.** Yes. Each impacted FTR may decide to remain in the installation as a PTF and will retain their craft seniority. If they do this there is no increase in the overall PTF work hours available for the PTF pool, in fact there will be a reduction due to Article 12 prerequisites. Additionally, a FTR who voluntarily converts to PTF status will not have retreat rights. This opportunity does not apply to the maintenance craft at this time where PTF positions do not exist as of April 6, 2005.

**Q18.** Do PTF hours worked in withheld duty assignments count toward maximization?

**A18.** No. However, PTFs must be working in withheld positions for their hours to be excluded from the terms of the maximization MOU.

**Q19.** May the Postal Service withhold PTF vacancies?

**A19.** Yes. Article 12 allows the Postal Service to withhold PTF vacancies when excessing PTFs or when closing an independent installation.

**Q20.** When an employee is excessed into a different craft within the same installation does that employee receive retreat rights?

**A20.** No. That employee must return to their former craft upon the first available residual vacancy. If the first available residual vacancy is in a lower wage level, the returning employee will receive saved grade.

**Q21.** If an employee is excessed into a different craft in a new installation do they have to return to their former craft upon the first available vacancy?

**A21.** No. Employees excessed into a different craft outside of the installation have retreat rights and may return, but are not required to return, to their former craft and former installation.

**Q22.** What does the term installation mean?

**A22.** An installation is the composite of the work areas and/or facilities in which employees may use seniority to bid. An installation may be made up of a post office, P&DC, BMC, stations and branches, etc..

**Q23.** What will be the seniority of an impacted employee excessed into a different craft?

**A23.** The contract of the gaining craft/union will determine the employee's seniority.

**Q24.** May a senior non-impacted employee volunteer for placement in withheld duty assignment outside of their craft?

**A24.** Involuntary cross craft reassignments within the installation are not available for senior non-impacted volunteers. Senior non-impacted employees may volunteer for placement in withheld duty assignments outside their craft and outside of the installation within the same wage level and status (FTR, PTR, PTF).

**Q25.** What happens to vacant duty assignments once the Postal Service has withheld a sufficient number of residual vacancies to place impacted employees?

**A25.** The Postal Service will not withhold more residual duty assignments than are necessary to place all impacted employees. The Postal Service may substitute residual duty assignments to the withheld pool that are closer to the impacted office, or residual duty assignments within the same craft. The Postal Service will release residual withheld duty assignments not needed. These withheld duty assignments will be released for PTR bidding, PTF preference, or transfers where applicable.

**Q26.** How will non-impacted employees become aware of the opportunity to replace an impacted employee?

**A26.** The Postal Service will post a notice on official bulletin boards. The notification will include a listing of the withheld duty assignments.

**Q27.** How far can an impacted employee be excessed?

**A27.** The Postal Service will attempt to place impacted employees as close to their present work location as possible, but the impacted employee will be placed as far as necessary to find a residual withheld vacancy.

**Q28.** Who is eligible for relocation benefits?

**A28.** An impacted employee, or a volunteer in place of an impacted employee, may be eligible for relocation benefits as indicated in Publication 164 if “your new position meets the 50-mile rule as defined by IRS regulations”. Employees should check with their personnel office to determine eligibility.

**Q29.** If excessing from a section 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?

**A29.** The employee would not be subject to the bidding restriction as such in-section bidding is controlled by Article 12, not Article 37.

**ARTICLE 13.4.A*****GENERAL POLICY PROCEDURES***

Article 13.4A requires that every effort shall be made to assign light duty employees within their present craft or occupational group, even if the light duty assignment results in a reduction of casual work hours. After all efforts are exhausted in that area, consideration will be given to reassignment to other crafts or occupational groups within the same installation.

**ARTICLE 13.4.C**

Article 13.4.C provides that the reassignment of a full-time regular or part-time flexible employee to a temporary or permanent light duty or other assignment shall not be made to the detriment of any full-time regular on a scheduled assignment or give a reassigned part-time flexible employee preference over other part-time flexible employees.

**ARTICLE 13.4.F*****PERIODIC REVIEW***

Article 13.4.F states that the installation head shall review each light duty reassignment at least once each year, or at any time the installation head has reason to believe the incumbent is able to perform satisfactorily in other than the light duty assignment the employee occupies.

**ARTICLE 13.4.G*****DISPUTES – LIGHT DUTY***

The dispute resolution procedure in Article 13.4.G does not apply to situations involving job-related illness or injury. Only the OWCP has the authority to resolve a dispute concerning the medical condition of an employee suffering from a compensable injury or illness.

The procedure in this section is the same as that in Article 13.2.B.2. It provides that on request of the local union, a third doctor will be selected from a list supplied by the local Medical Society of certified specialists for the condition in question. A separate list will be used for each case.

**ARTICLE 13.4.H**

Article 13.4.H also applies to an employee temporarily assigned limited duty work in another craft under the provisions of ELM 546.

**ARTICLE 13.4.I*****ASSIGNMENT TO ANOTHER CRAFT***

The provisions of Article 13.4.I are mandatory. Employees must be returned to the first available vacancy for which qualified in their former craft.

An employee assigned to light duty in another craft pursuant to Article 13 of the National Agreement who is declared recovered upon medical review, must be returned to the first available full-time regular vacancy in complement in the employee's former craft.

**LIGHTING**

The Energy Conservation and Maintenance Handbook (MS-49) contain the lighting level standards for facilities and outside grounds.

**HEATING/COOLING**

The Postal Service's Energy Conservation Program provides a heating maximum of 65 F and a cooling minimum of 78 F. Common sense and reasonable adjustments are to prevail when temperatures are significantly out of line.

**OSHA**

Section 19 of the Federal Occupational Safety and Health Act sets forth the general responsibilities of federal agencies and the Postal Service "to establish and maintain an effective and comprehensive occupational safety and health program: consistent with the standards set forth in Section 6 of OSHA. However, Section 19, while still in effect, has been superseded by Executive Order 12196, issued by President Carter on February 26, 1980.

E.O. 12196, unlike Section 19 of the Act, provides for unannounced inspections of agency workplaces in specified situations (including a request of the occupational safety and health committees such as those established in accordance with Section 4 of Article 14). The Postal Employee Safety Enhancement Act of 1998 changed the relationship between OSHA and the USPS. The Act requires the Postal Service to adapt to the private sector reporting system and the private sector monetary fines.

**ERGONOMICS RISK REDUCTION PARTNERSHIP**

Participating sites through their respective local Joint Labor Management Safety and Health Committees will identify and prioritize work activities for the development and implementation of ergonomic control processes. The parties will establish a national Ergonomic Work Group (EWG) to assist in the implementation of the overall program. The partnership agreement is for an initial 3-year period during which time the success will be regularly evaluated by the EWG, measuring the primary goal of reducing ergonomic related workplace injuries.

**VOLUNTARY PROTECTION PROGRAMS**

It is the responsibility of the Postal Service to provide safe working conditions in all present and future installations and to develop a safe working force, and of the American Postal Workers Union (APWU) to cooperate with and assist management to meet this responsibility. The USPS and APWU recognize the benefit of establishing the Occupational Safety and Health Administration's (OSHA) Voluntary Protection Programs (VPP) at postal worksites. The parties agree that the decision to enter the VPP process is a joint decision made between the APWU and the USPS at the local level. The parties agree that jointly promoting OSHA VPP at worksites will enhance worker safety and health.

ELM Section 436 does not extend the time period of filing grievances but, rather, places a six-year limitation on the time during which an employee must submit a settled claim to the appropriate authority for collection.

#### ***A CONTINUING VIOLATION***

A continuing contract violation is an exception to the general rule for grievance time limits. Where the union asserts that the alleged contractual violation has been on a continuing basis, a grievance filed within fourteen days of an event would be considered timely. However, any liability normally could not extend retroactively more than fourteen days prior to initiation of the grievance. An exception to that rule may occur when neither the grievant nor the union were aware or may reasonably have been expected to be aware (constructive knowledge) of the facts giving rise to the grievance.

#### ***STEP 1 DISCUSSION***

The intent of the parties is to resolve cases at the lowest possible level whether it is done by telephone or in person. Normally, the parties will meet on Step 1 grievances in person; however, in unusual circumstances, to accommodate the process, a Step 1 grievance may be done by telephone.

#### **ARTICLE 15.2, Step 1(b)**

#### ***SETTLEMENT – STEP 1***

Article 15.2, Step 1(b) gives the Step 1 representatives the authority to resolve a grievance at the initial stage of the grievance/arbitration procedure. While either representative may consult with higher levels of management or the union on an issue, this section establishes that the parties handling the initial grievance discussion retain independent authority to settle the dispute.

The “without precedent” language encourages the parties to settle at the lowest possible steps.

#### **ARTICLE 15.2, Step 1(c)**

#### ***DENIAL – STEP 1***

The supervisor will discuss all grievances at Step 1. However, this does not preclude a supervisor from denying a grievance if the supervisor believes the issue to be non-grievable or that the grievance does not establish a violation of the National Agreement or is procedurally defective.

When the parties are unable to resolve a grievance at Step 1, the supervisor shall give the reasons for the denial when rendering the oral decision. The Step 1 decision must be given within five days of the Step 1 meeting, unless the time limits are mutually extended.

Within five days from the issuance of the decision, the supervisor must, if the union so requests, initial the standard grievance form to confirm the date of the Step 1 decision. At that time, the grievance form must contain sufficient information completed for the supervisor to determine that they are, in fact, verifying a decision date of the grievance that was heard.

Given the verbal nature of Step 1 discussions, the Form 2608 is not normally available at the time of discussion at that step. However, in cases where the Form 2608 is completed, the parties agree that the union may request to review Form 2608 at Step 2 or any subsequent step of the grievance-arbitration procedure and that the Form 2608 will thereupon be made available. Additionally, if requested by the union, Form 2609, *Step 2 Grievance Summary*, if completed, will be made available at Steps 3 or 4.

**ARTICLE 15.2, Step 1(d)*****APPEAL TO STEP 2***

When appealing a grievance to Step 2, day one of the time limits is the day following the supervisor's Step 1 decision.

When appealing a grievance to Step 2 by mail, the appeal must be postmarked on or before the tenth day following the Step 1 decision (for example, on the fourteenth if the decision is received on the fourth). When using alternative methods, the Step 2 appeal must be received on or before the tenth day. To avoid potential procedural issues the union representative should not wait until the last day.

**ARTICLE 15.2, Step 2(b)*****DISCRIMINATION***

Article 2 of the National Agreement prohibits discrimination based on race, color, creed, religion, national origin, sex, age, marital status, or (if the employee can adequately perform the job) physical handicap. A grievance relating to this provision may be initiated at Step 2 within fourteen days of when the employee or the union has first learned or may reasonably have been expected to have learned of the alleged discrimination.

***SAFETY***

Article 14.2 provides that an employee who believes that he or she is being required to work under unsafe conditions may notify the supervisor by filling out Form 1767, *Report of Hazard, Unsafe Condition or Practice*. If necessary corrective action is not taken, the matter may be appealed directly at Step 2 within fourteen days of notification. A grievance filed in accordance with Article 14, Section 2.(c) and not resolved may only be appealed to the local Safety and Health Committee. Such appeal must be made within 15 days after receipt of management's Step 2 decision.

**ARTICLE 15.2, Step 2(c)*****STEP 2 MEETING***

The Step 2 meeting must be held as expeditiously as possible, but no later than seven days following receipt of the Step 2 appeal unless the time limits are mutually extended. The necessity of the presence of the grievant at a Step 2 meeting is determined by the union.

**ARTICLE 15.2, Step 2(c)**

The union representative at the Step 2 meeting shall fully discuss the union's position, including the contractual provisions allegedly violated and the corrective action requested. The union may furnish written statements from witnesses or other

**ARTICLE 17.2.C**

This provision is often used by area locals to provide steward coverage to the small post offices. A steward appointed under Article 17.2.C is not entitled to travel time or time on the clock to investigate, present, or adjust grievances. Certification of a steward pursuant to this section must be in writing to the appropriate area office.

**ARTICLE 17.2.D**

A representative designated pursuant to Article 17.2.D must be certified in writing to the appropriate area office and acts in lieu of a steward designated under the provisions of Article 17.2.A or 17.2.B. Also, a union member actively employed in a post office may be designated under Article 17.2.D as a union representative to process a grievance at another post office.

**ARTICLE 17.3*****SUPERSENIORITY***

Article 17.3 prohibits a steward from being involuntarily reassigned from a tour or facility/installation unless there is no duty assignment for which the steward is qualified. In other words, superseniority rights must be observed even if it requires an involuntary reassignment of another, more senior employee. This rule does not apply to alternate stewards.

***REQUEST FOR STEWARD***

Employees should be permitted, under normal circumstances, to have a reasonable amount of time to consult with their steward. Reasonable time cannot be measured by a predetermined factor. If a steward or alternate is not available and time limits become an issue, the Postal Service may grant the grievant an extension of time for the grievance.

An employee does not have the right to union representation during a fitness-for-duty physical examination.

***STEWARD TIME***

Article 17.3 establishes the following rules:

- The Postal Service may not predetermine the amount of time which a steward reasonably needs to investigate a grievance.
- Likewise, once time is granted, the steward has an obligation to request additional time and to state reasons why this additional time is needed. Requests for additional time to process grievances should be dealt with on an individual basis and may not be unreasonably denied.
- Management may ask a steward who is seeking permission to investigate, adjust, or write a grievance to estimate the length of time that steward anticipates he/she will be away from the work area.

**ARTICLE 24**  
**EMPLOYEES ON LEAVE WITH REGARD TO**  
**UNION BUSINESS**

**ARTICLE 24.1**

Article 24.1 addresses leave from postal employment taken because of a full or part-time job with the local or national union. Article 24.1 guarantees that such employees on leave from postal employment continue to accrue retirement credit (so long as payment is made) and earn credit toward step increases.

**ARTICLE 24.2**

Types of leave for union business include:

- leave for union employment
- leave for union conventions
- leave for other union activities

When an employee uses LWOP to perform official union business, the leave is charged to LWOP-Union Officials (currently leave type code 84).

Where an employee intermittently requests and is granted approval to be absent from work for the purpose of conducting union business, it is not the intent of the Postal Service that such employee be required to use annual leave to cover the absence. If management determines that the employee's services can be spared and it approves the requested absences, then the employee has the option of annual leave or LWOP.

**ARTICLE 24.2.A**

***LEAVE FOR CONVENTIONS***

Article 24.2.A requires that management approve annual leave or leave without pay (LWOP), at the employee's option, to a bargaining unit employee who will attend a national, state or regional union convention as a delegate, provided that a request for leave has been submitted by the employee to the installation head as soon as practicable. Management must grant such leave request unless the leave would "seriously, adversely affect the service needs of the installation." This is an exception to the general rule that the granting of LWOP is at the discretion of management (ELM, Part 514).

**ARTICLE 24.2.B**

Article 24.2.B establishes the following rules:

1. A bargaining unit employee who requests annual leave or leave without pay to attend a union convention will receive priority consideration over employees requesting vacation leave, if the request is submitted prior to the determination of the vacation schedule.

## ARTICLE 28 EMPLOYER CLAIMS

An “employer claim” is a money demand made by management on a bargaining unit employee for shortages in fixed credits or vending credits, loss or damage of the mails, or damage to Postal Service property and vehicles.

### ARTICLE 28.1

Article 28.1 provides that employees who are assigned fixed credits or vending credits shall be held strictly accountable. Employees are liable for any shortages unless the employee exercises reasonable care in the performance of their duties.

#### ***POSTAL SERVICE RESPONSIBILITY***

With regard to employee accountability under Article 28, the Postal Service is responsible for the following:

- provide adequate security
- prohibit employees from using the accountability of another employee without permission
- provide employees with fixed credits the opportunity to be present when their fixed credit is being audited
- relieve employees of any liability or loss for cashing checks provided established procedures are followed
- audit fixed credits at least once every four months

In offices with Segmented Inventory Accountability (SIA), each sales and services associate’s cash retained credit is to be counted randomly at least once every two weeks (defined as a 14 day period), or once every ten scheduled days in that unit.

Bargaining unit employees shall not be financially liable for the loss or damage of mails unless the employee “failed to exercise reasonable care.” Bargaining unit employees shall not be financially liable for the loss or damage to other Postal Service property, including vehicles, unless the loss or damage resulted from the willful or deliberate misconduct of the employee.

Management cannot claim immunity from its responsibility to provide adequate security solely based on an employee not notifying them in writing when the employee’s equipment does not provide adequate security. The APWU security form is acceptable notification for this purpose.

The supervisor is responsible for notifying postal employees of all procedural changes which affect a new method of check acceptance/handling by postal employees. Collection actions can be taken against an employee who accepted a bad check only after efforts to collect the check have been exhausted by the check collection agency.

## ARTICLE 30 LOCAL IMPLEMENTATION

### ARTICLE 30.A

#### ***LOCAL MEMORANDUM OF UNDERSTANDING***

All memoranda which are part of the 2000-2003 National Agreement – including the Local Memorandum of Understanding (LMOU) – automatically continue through the extended term of the contract – November 20, 2006.

The local parties do not have the right to make changes to the LMOU except during the designated 30 day implementation period.

### ARTICLE 30.B

#### ***LOCAL IMPLEMENTATION***

The local implementation procedures allow for the execution of an LMOU, which is an enforceable agreement between APWU and the Postal Service. Article 30.A provides that a currently effective LMOU remains in effect during the term of a new National Agreement unless the parties change it during the designated local implementation period or the related impasse procedures.

Article 30 of the National Agreement establishes a thirty consecutive day period for an APWU local and local management to meet and implement various provisions of the National Agreement, including twenty-two listed items (Article 30.B) the parties may discuss during the period of local implementation.

The twenty-two listed items are “mandatory subjects” of discussion if raised during the period of local implementation. In other words, if one party raises one or more of the listed items, the other must discuss it in good faith.

The local parties may mutually expand their negotiating agenda to include subjects not mentioned in Article 30, but negotiation beyond the twenty-two listed items must be by mutual consent.

#### ***CRAFT PROVISIONS***

Items 21-22 address specific craft provisions which are subject to local implementation as follows:

#### **Clerk Craft - Article 37**

Section 2.C.	Copy of updated seniority list.
Section 3.A.4.b.	Sufficient change of duties to cause reposting.
Section 3.A.4.c.	Sufficient change in starting time to cause reposting.
Section 3.A.4.c. (2)	Application to cumulative changes in starting time.
Section 3.A.4.c. (3)	Incumbent's option of accepting new starting time.
Section 3.D.	Length of posting.
Section 3.F.2.	Shorter period for placement in new assignment.

**Maintenance Craft - Article 38**

Section 3.C.	Application of seniority.
Section 4.A.4.	Repost an assignment where the change in starting time is two or more hours.
Section 4.A.5.	Change of duties.

**Motor Vehicle Craft - Article 39**

Section 1.E.	Application of seniority.
Section 2.A.3.	Change of duties.
Section 2.A.4.	Change of starting time.
Section 2.C.	Length of posting.
Section 2.E.2.	Placement of successful bidder in new assignment.

***MODIFIED WORK WEEK***

A decision by management or the union not to participate in a modified work week program will not be subject to the Article 30 impasse process, the grievance and arbitration procedures, or appealable in any other forum.

**ARTICLE 30.C*****INCONSISTENT OR IN CONFLICT***

The Postal Service may challenge a provision(s) of an LMOU on “inconsistent or in conflict” grounds only by making a reasonable claim during the local implementation process that a provision(s) of an LMOU is inconsistent or in conflict with new or amended provisions of the current National Agreement that did not exist in the previous National Agreement, or is inconsistent or in conflict with provisions that have been amended subsequent to the effective date of the previous National Agreement.

If local management refuses to abide by an LMOU provision on “inconsistent or in conflict” grounds and an arbitrator subsequently finds that local management had no reasonable basis for its claim, the arbitrator is empowered to issue an appropriate remedy.

Where the Postal Service, pursuant to Article 30.C, submits to arbitration a proposal remaining in dispute, which seeks to change a presently-effective LMOU, the Postal Service shall have the burden of establishing that continuation of the existing provision would represent an unreasonable burden to the Postal Service.

**ARTICLE 30.D**

In the event of a mid-term change or addition in the National Agreement, local management may challenge a provision(s) of an LMOU subsequent to the local implementation period, but only by making a reasonable claim that a provision(s) of the LMOU is inconsistent or in conflict with the changed provision(s) of the National Agreement.

Since the JCIM simply reflects and does not modify or amend the terms of the National Agreement, the JCIM cannot in and of itself constitute “new or amended provisions” or “a mid-term change or addition” to the National Agreement within the meaning of Article 30.D.

The challenged provision(s) declared to be inconsistent or in conflict with the National Agreement shall remain in effect for 120 days from the date on which the union is notified in writing of management’s challenge or the date of an arbitrator’s award dealing with management’s challenge, whichever is sooner.

#### **ARTICLE 30.E**

An alleged violation of the terms of an LMOU shall be subject to the grievance-arbitration procedure.

#### **ARTICLE 30.F**

##### ***CONSOLIDATED OR NEW INSTALLATIONS***

When installations are consolidated or when a new installation is established, the parties shall conduct a thirty day period of local implementation, pursuant to Article 30.B. All proposals remaining in dispute may be submitted to final and binding arbitration, with the written authorization of the national APWU President or the Vice-President, Labor Relations. The request for arbitration must be submitted within ten days of the end of the local implementation period.

When facilities are consolidated or when a new installation is established as a result of administrative changes, such action does not change the coverage of any existing LMOU. Additionally, when finance numbers within an installation are changed, deleted or created, such changes, in and of themselves, do not change the coverage of an existing LMOU covering an installation.

**Section: 1.D****1. 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.D and 1.E****2. 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.F and 1.G****3. 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.

**4. 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.I****5. Question: Does the term *residual vacancy* have more than one meaning?**

**Response:** No. Article 37.1.I 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.K and 1.L****6. 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.L****7. Question: 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.L****8. 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, 2001. This employee would have a live record on zones 3 and 6 through October 31, 2003.

**Section: 1.L****9. 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, 2001. 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, 2003.

**10. 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.L****11. 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.L****12. 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.L**

**13. 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.L**

**14. 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.L. Live records are used for the bid procedure and the involuntary assignment of unencumbered employees.

**Section: 1.L**

**15. 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.L**

**16. 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.M**

**17. 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.M**

**18. 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.M****19. 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****20. 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****21. 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****22. 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****23. 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****24. 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**

**25. 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).

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

**26. 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., 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**

**27. 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**

**28. 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, 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**

**29. How many part-time flexible clerk craft rolls exist in an installation?**

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

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

**30. 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 470 examination which are applicable to the position for which the employee was hired.

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

**31. Which seniority provisions are used to merge employees from different registers on the part-time flexible roll?**

**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**

**32. 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**

**33. 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**

**34. 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**

**35. Can a non-bargaining unit employee who returns to the clerk craft after more than one year be assigned to a full-time position?**

**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**

**36. 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**

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

**Response:** No.

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

**38. 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**

**39. 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**

**40. 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**

**41. Question: If a clerk is excessed outside the installation to a lower level duty assignment with saved grade pursuant to the April 2, 2001 Reassignment Memorandum of Understanding, 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**

**42. 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**

**43. 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**

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

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

**SECTION 3 – POSTING, BIDDING, AND APPLICATION**

**Section: 3.A**

**45. 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 seven 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-4 bidding to Level-5, 6, or 7.	1 year	Restricted to same position description bidding unless back to Level-4.

**Section: 3.A**

46. 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.

47. May full-time union officers bid, receive and hold duty assignments for which they are fully 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, 3.B, 3.F**

48. 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**

49. 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. Residual vacancies are not filled if they are being withheld pursuant to Article 12.

**Section: 3.A.1**

50. 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)**

51. 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(3)**

52. 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.b(1)**

53. 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**

**54. 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.

**55. 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**

**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.

**Section: 3.A.4**

**57. When 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**

**58. 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**

**59. When does an employee whose duty assignment is reposted become unassigned?**

**Response:** If the employee is not the successful bidder on the reposted assignment or another available duty assignment, the employee becomes an unassigned regular on the date that the results of the posting are announced pursuant to Article 37. 3.F.1.a.

**Section: 3.A.4**

**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.

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

**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.

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

**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.

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

**63. 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)**

**64. What is the effective date of the 2000 National Agreement for the purpose of determining cumulative changes in starting time which may cause a duty assignment to be reposted?**

**Response:** December 18, 2001.

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

**65. When a PS-5, PS-6, or 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 clerk craft employees holding PS-5, PS-6, or PS-7 positions to bid on reposted PS-5, PS-6, and PS-7 duty assignments if the employees are at the same or higher level as the reposted assignment, and restricts bidding for reposted PS-4 duty assignments to clerk craft employees holding PS-4 positions. Resulting vacancies are filled by posting to employees within those salary level(s) until a residual vacancy is reached.

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

**66. 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**

**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.

**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.

**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.

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

**71. 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**

**72. 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.

**Section: 3.A.6**

**73. 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**

**74. 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**

**75. 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 or a residual vacancy is withheld pursuant to Article 12.

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

**76. 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.b**

**77. 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.

**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.

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

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

**Response:** No.

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

**83. 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**

**84. Can a full-time employee encumbered in a best qualified duty assignment (PS-6) volunteer to be reassigned in lieu of full-time employee encumbered in a senior qualified duty assignment (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.8**

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

Response: No.

**Section: 3.A.8**

**86. 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**

**87. 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**

**88. Can an employee bid on a posted duty assignment 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 or application is submitted while the employee is working in the bargaining unit.

**Section: 3.A.8**

**89. 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**

**90. 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**

**91. 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**

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

Response: Yes.

**Section: 3.A.9**

**93. 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 Bulk Mail Clerk (PS-05) duty assignment is performing Bulk Mail Technician (PS-06) duties, the “position” is not upgraded. Rather, the Bulk Mail Clerk (PS-05) duty assignment should be abolished and a Bulk Mail Technician (PS-06) duty assignment should be posted for bid.

**Section: 3.A.10**

**94. Is a Flat Sorting Machine Operator (PS-5) eligible to bid on Data Conversion Operator (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**

**95. If an employee was hired from the Mail Processor register, does the employee meet the minimum requirements to bid for manual or machine distribution duty assignments?**

**Response:** Not unless the employee has completed one year of service or has passed that portion of the O/N 470 that is required for the manual or machine positions.

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

**96. Is an employee denied saved grade under Article 37.3.A.10.c if the employee is promoted from an assignment ranked below PS-5 to a higher level (PS-5, 6 or 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**

**97. If a regular employee (PS-5) is the successful bidder for a Mark-up Clerk, Automated (PS-4) duty assignment and subsequently is the successful bidder on a General Expediter (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**

**98. When an employee bids from a lower level duty assignment, PS-4, to a higher level duty assignment, PS-5, 6 or 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**

**99. If a regular employee (PS-5) is the successful bidder for a Mark-up Clerk, Automated (PS-4) duty assignment and subsequently is the successful bidder on a General Expediter (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**

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

**101. 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**

**102. 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**

**103. 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**

**104. 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.D****105. 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****106. 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****107. 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****108. Are full-time Mail Processing Clerks (PS-05) 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****109. 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****110. 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****111. 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****112. Can a duty assignment have more than one principal assignment area?**

**Response:** No.

**Section: 3.E****113. 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****114. 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****115. 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.1****116. 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****117. 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**

**118. 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**

**119. 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**

**120. 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**

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

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

**Section: 3.F.2**

**122. 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**

**123. 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**

**124. 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**

**125. 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**

**126. 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**

**127. 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**

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

**Response:** Dual deferment periods are to be administered as follows:

A. Machine training with a scheme - If the senior bidder withdraws prior to beginning training or does not complete four hours of scheme training within five work days, the next senior bidder is placed into scheme training, if necessary. If the senior bidder withdraws or fails to qualify on the scheme after the first four hours/ five days of training, or if the second senior bidder withdraws or fails at any time, the assignment is awarded to the senior bidder currently qualified on both the scheme and machine. The currently qualified employee would then be placed in the assignment in accordance with Article 37.3.F.4.c.

B. Machine training with a scheme - If the senior bidder is already qualified on the scheme, withdraws prior to beginning machine training or does not complete four hours of machine training within five work days, the next senior bidder qualified on the scheme is placed into machine training, if necessary. If the senior bidder withdraws or fails to qualify on the machine after the first four hours/five days of training, or if the second senior bidder withdraws or fails at any time, the assignment is awarded to the senior bidder currently qualified on both the scheme and machine. The currently qualified employee would then be placed in the assignment in accordance with Article 37.3.F.4.c.

C. Machine training with a scheme - if the senior bidder qualifies on the scheme but fails or withdraws from machine training, the assignment is awarded to the senior bidder currently qualified on both the scheme and machine. The currently qualified employee would then be placed in the assignment in accordance with Article 37.3.F.4.c.

D. Scheme and window service training - If the senior bidder withdraws prior to beginning training or does not complete four hours of scheme training within five work days, the next senior bidder is placed into scheme training, if necessary. If the senior bidder withdraws or fails the scheme after the first four hours/five days of training, the assignment is awarded to the senior bidder qualified on the scheme and the employee is placed into window training, if not already qualified on the window.

E. Scheme and window training - If the senior bidder is currently qualified on the scheme and then withdraws or fails window training, the next senior bidder is placed into scheme training, if necessary. After qualifying on the scheme, the employee is placed into window training, if not already qualified on the window.

F. Scheme and window training - If the senior bidder qualifies on the scheme and then withdraws or fails window training, the assignment is awarded to the senior bidder qualified on the scheme and the employee is placed into window training, if not already qualified on the window.

G. Window and scheme training - While normally it is not in the best interest of either party to provide window training first, if the senior bidder is placed in window training first and either withdraws or fails to qualify, the assignment is awarded to the next senior bidder in accordance with Article 37.3.F.7.

H. Window and scheme training - If the senior bidder is placed into window training first and qualifies but then withdraws prior to beginning scheme training or does not complete four hours of scheme training within five work days, the assignment is awarded to the next senior bidder who is currently qualified on the window and the employee is placed into scheme training, if necessary. If the senior bidder qualifies on the window and withdraws or fails scheme training after the first four hours, five days, or if the second senior bidder withdraws or fails at any time, the assignment is awarded to the senior bidder who is currently qualified on both the scheme and window. The currently qualified employee would then be placed in the assignment in accordance with Article 37.3.F.2. Where the reference is to "window" in D, E, F, G, and H above, the application is the same for all duty assignments within the position designations listed in Article 37.3.F.7.

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

**129. 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

**130. 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.

**131. 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**

**132. 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**

**133. 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**

**134. 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**

**135. 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**

**136. 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**

**137. 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.

**138. 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**

**139. Question:** 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 is controlled by Article 12, not Article 37.

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

**140. 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**

**141. 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**

**142. 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**

**143. 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**

**144. 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**

**145. 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**

**146. 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**

**147. 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**

**148. 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**

**149. 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 page 334, 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.

**Section: 3.F.6**

**150. 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**

**151. When the senior bidder on a window assignment completes training and is tested, does the employee continue to perform window duties while waiting on the test results or does the employee return to his/her original assignment?**

**Response:** The employee continues to perform window duties until the test results are received from the test center, provided the employee's on-the-job training rating was marginal or better.

**Section: 3.F.7**

**152. 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**

**153. 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**

**154. 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**

**155. 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**

**156. 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**

**157. 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**

**158. 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

##### 159. 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

##### 160. 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.B

##### 161. 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

##### 162. 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

##### 163. 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

##### 164. 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.

**Section: 4.C**

**165. 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**

**166. 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**

**167. 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(1)**

**168. 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.(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.1.a(1)**

**169. When assigning unencumbered employees to residual vacancies for which they are currently qualified, is it necessary for them to have been in an unencumbered status for the last 90 days?**

**Response:** No. The "last 90 day" requirement applies only to partially qualified employees and employees not currently or partially qualified. It does not apply to currently qualified employees.

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

**170. 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 juniority. 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 the senior employee declines, the junior 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.1.a(2)**

**171. 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) and 4.C.2**

**172. 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)**

**173. 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.1**

**174. When assigning unencumbered employees in accordance with Article 37.4.C.1, 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 juniority or seniority dependent upon whether Article 37.4.C.1.a, 4.C.1.b, or 4.C.1.c is being applied.

**Section: 4.C.1 and 4.C.2**

**175. 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.2.

**Section: 4.C.1 and 3.F.7**

**176. 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.2**

**177. 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**

**178. 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**

**179. 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**

**180. Is the assignment to a lower level residual vacancy pursuant to Article 37.4.C.2 considered an involuntary assignment?**

**Response:** Yes.

**Section: 4.C.2**

**181. Is there a difference between saved grade as provided for in Article 4, Section 3 and saved grade as provided for in Article 37.4.C.2?**

**Response:** No, an employee is only required to bid or apply for all vacancies in the employee's former salary level.

**Section: 4.C.2**

**182. If, when bidding, an employee in a saved grade status lists duty assignments which are lower than the employee's former level ahead of duty assignments at the former level, does the employee lose saved grade?**

**Response:** Yes.

**Section: 4.C.2**

**183. 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.2**

**184. 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**

**185. 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**

**186. 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**

**187. 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**

**188. 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**

**189. 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**

**190. 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 maintain the 80/20 ratio of full-time to part-time employees (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.

**Section: 5.A.5**

**191. 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.6**

**192. 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.6**

**193. 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**

**194. 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**

**195. 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**

**196. 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 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**

**198. Are part-time flexible employees who were hired from the manual register eligible to state a preference for a residual full-time machine duty assignment?**

**Response:** Yes, if they were hired from the O/N 470 examination. All part-time flexible employees who passed the required entrance examination elements are eligible to state a preference on full-time machine assignments.

**Section: 5.B**

**199. 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**

**200. 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**

**201. 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**

**202. 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**

**203. How do the provisions of Article 37.5 apply if four residual machine duty assignments and one manual duty assignment are to be filled?**

**Response:** Match the top five part-time flexible employees on the part-time flexible roll who are eligible to state a preference on the assignments. If any of those employees are currently qualified, convert and place the employees in the assignments. If assignments remain unfilled, take the preferences from all part-time flexibles on the roll who are eligible to state a preference. Then, if the senior part-time flexible who stated a preference is currently qualified for an available duty assignment, convert and place that employee into the assignment. If the senior part-time flexible who stated a preference is not currently qualified, place that employee into training for that assignment.

**Section: 5.C.2**

**204. 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**

**205. 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**

**206. 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**

**207. 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**

**208. 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**

**209. 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**

**210. 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**

**211. 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.

**ENTRANCE BATTERY 473****Questions and Answers**

**1. Question:** 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. Question:** 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. Question:** 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. Question:** 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. Question:** 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.

**Question:** 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.

**6. Question:** 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.

**7. Question:** 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.

**8. Question:** 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.

**9. Question:** 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.

**10. Question:** 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.

**11. Question:** 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

### 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 38.4.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.” The next open season opportunities based on the current contract language will be March 1, 2006, followed by March 1, 2009, etc. 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. A list of those volunteers shall be posted and a copy furnished to the local union.

The Postal Service has the right to require an employee to remain in an occupational group 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 occupational group. This may be accomplished by indicating the lock-in period on the notice of training billet(s) or by notifying the employee in writing. During the lock-in period, employees are not barred from changing duty assignments, provided they remain within the occupational group.

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 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.

Employees detailed to non-bargaining unit positions are not entitled to outside of schedule overtime (Out-of-Schedule Premium).

## 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.

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

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, part-time flexible employees (other than Motor Vehicle or Tractor-Trailer Operators) assigned to the same occupational group and grade as the residual vacancy, are given the opportunity to accept or decline conversion by seniority. A part-time flexible employee declining an opportunity for conversion must do so in writing. If all part-time flexible employees decline the opportunity for conversion, management may convert the senior part-time flexible employee into the residual vacancy or decide to fill by other

seniority, even if it results in a junior part-time flexible employee losing the opportunity for conversion.

1. 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.

2. Do holidays and designated holidays count toward the ten day period which requires that a vacant assignment be posted for temporary holddown?

**Response:** Yes.

3. How long is a temporary holddown posted?

**Response:** The total period for posting and awarding a holddown may not exceed seventy-two hours.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. What is the appropriate level of compensation for employees operating multi-unit transfer vehicles?

<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***

The 2000 “National Agreement” between the Postal Service and the APWU continues through 12 midnight November 20, 2006.