

***Article 37***  
***Questions & Answers***

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

***June 2007***

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

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

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

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

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

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

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

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

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

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

**Response:** Yes.

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

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

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

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

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

**Response:** Yes.

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

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

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

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

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

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

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

**Section: 1.E**

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

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

**Section: 1.H**

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

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

**Section: 1.H**

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

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

**Section: 1.J**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section: 1.K**

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

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

**Section: 1.K**

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

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

**Section: 1.K**

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

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

**Section: 1.K**

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

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

**Section: 1.K**

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

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

**Section: 1.K**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section: 2.D.3**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section: 2.D.5**

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

**Response:** Yes.

**Section: 2.D.5**

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

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

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

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

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

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

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

**Response:** No.

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

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

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

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

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

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

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

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

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

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

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

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

**Section: 2.D.6**

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

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

**Section: 2.D.6**

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

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

**Section: 2.D.7**

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

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

**Section: 2.D.7**

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

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

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

**Section: 3.A**

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

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

**Section: 3.A**

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

**Response:** Yes.

**Section: 3.A**

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

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

**Section: 3.A**

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

**Response:** Yes.

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

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

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

**Section: 3.A.1**

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

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

**Section: 3.A.1**

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

**Response:** Yes.

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

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

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

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

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

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

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

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

**Response:** Yes.

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

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

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

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

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

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

**Section: 3.A.2**

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

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

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

**Section: 3.A.2**

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

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

**Section: 3.A.2**

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

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

**Section: 3.A.4**

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

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

**Section: 3.A.4**

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

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

**Section: 3.A.4**

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

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

**Section: 3.A.4**

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

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

**Section: 3.A.4**

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

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

**Section: 3.A.4**

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

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

**Section: 3.A.4**

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

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

**Section: 3.A.4**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Response:** November 21, 2006.

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

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

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

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

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

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

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

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

**Response:** No.

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

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

**Response:** No.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section: 3.A.6**

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

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

**Section: 3.A.7**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Response:** No.

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

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

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

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

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

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

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

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

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

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

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

**Response:** Yes.

**Section: 3.A.8**

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

**Response:** No.

**Section: 3.A.8**

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

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

**Section: 3.A.8**

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

**Response:** Yes.

**Section: 3.A.8**

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

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

**Section: 3.A.8**

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

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

**Section: 3.A.8**

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

**Response:** No.

**Section: 3.A.8**

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

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

**Section: 3.A.8**

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

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

**Section: 3.A.8**

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

**Response:** No.

**Section: 3.A.8**

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

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

**Section: 3.A.8**

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

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

**Section: 3.A.8**

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

**Response:** Yes.

**Section: 3.A.9**

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

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

**Section: 3.A.10**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Response:** No.

**Section: 3.A.11**

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

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

**Section: 3.A.11**

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

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

**Section: 3.A.11**

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

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

### Section 3.B

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

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

### Section: 3.B

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

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

### Section: 3.B

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

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

### Section 3.B

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

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

### Section 3.B.2

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

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

**Section 3.B.2**

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

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

**Section 3.B.2**

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

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

**Section 3.B.2**

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

**Response:** No.

**Section 3.B.2**

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

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

**Section 3.B.2**

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

**Response:** Yes.

**Section: 3.D**

**139. Is there a negotiated time frame for the posting period?**

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

**Section: 3.E**

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

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

**Section: 3.E**

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

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

**Section: 3.E**

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

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

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

**Section: 3.E**

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

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

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

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

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

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

**Response:** A pay period.

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

**Response:** No.

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

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

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

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

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

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

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

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

**Section: 3.E**

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

**Response:** Yes

**Section: 3.E**

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

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

**Section: 3.E**

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

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

**Section: 3.F**

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

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

**Section: 3.F**

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

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

**Section: 3.F**

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

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

**Section: 3.F**

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

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

**Section: 3.F**

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

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

**Section: 3.F**

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

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

**Section: 3.F**

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

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

**Section: 3.F**

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

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

**Section: 3.F**

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

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

**Section: 3.F**

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

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

**Section: 3.F**

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

**Response:** No.

**Section: 3.F**

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

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

**Section: 3.F**

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

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

**Section: 3.F**

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

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

**Section: 3.F**

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

**Response:** Yes.

**Section: 3.F.1**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section: 3.F.2**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Response:** Yes.

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

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

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

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

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

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

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

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

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

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

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

**Response:** No.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section: 3.F.5**

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

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

**Section: 3.F.5**

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

**Response:** Yes.

**Section: 3.F.5**

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

**Response:** Yes.

**Section: 3.F.5**

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

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

**Section: 3.F.6**

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

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

**Section: 3.F.6**

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

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

**Section: 3.F.7**

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

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

**Section: 3.F.7**

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

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

**Section: 3.F.7**

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

**Response:** No.

**Section: 3.F.7**

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

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

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

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

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

**Section: 3.F.8**

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

**Response:** No.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section: 4.B**

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

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

**Section: 4.C**

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

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

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

**Section: 4.C**

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

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

**Section: 4.C**

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

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

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

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

**Section: 4.C.1**

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

**Response:** Yes.

**Section: 4.C.5**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section: 4.C.5**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section: 4.C.6**

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

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

**Section: 4.C.6**

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

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

**Section: 4.C.6**

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

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

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

**Section: 4.C.6**

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

**Response:** Yes.

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

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

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

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

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

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

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

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

**Response:** Yes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Response:** Yes.

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

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

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

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

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

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

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

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

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

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

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

**Response:** Yes.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section: 4.C.7**

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

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

**Section: 4.D**

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

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

**Section: 4.D**

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

**Response:** No.

**Section: 4.D**

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

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

**Section: 4.D**

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

**Response:** Yes.

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

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

**Response:** Yes.

**Section: 5.A**

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

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

**Section: 5.A.2**

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

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

**Section: 5.A.2**

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

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

**Section: 5.A.5**

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

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

**Section: 5.A.5**

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

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

**Section: 5.A.7**

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

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

**Section: 5.A.7**

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

**Response:** Yes.

**Section: 5.A.9**

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

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

**Section: 5.A.11**

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

**Response:** Yes.

**Section: 5.A.11**

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

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

**Section: 5.B**

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

**Response:**

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

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

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

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

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

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

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

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

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

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

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

**Section: 5.C.8**

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

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

**Section 6. Parcel Post Sorting Machines**

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

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

**Response:** Yes.

**Section: 6.B.2**

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

**Response:** No.

**Section: 6.B.2**

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

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

**Section 9. Computerized Forwarding System**

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

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

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

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

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

**NEXT SENIOR BIDDER**

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

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

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

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

**FULL AND PART-TIME REGULAR BIDDING**

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

\* If currently qualified

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Response:** Yes.

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

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

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

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

**OCR – BCS – DBCS STAFFING**

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

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

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

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

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

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

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

4. Would low volume zone runs be an example?

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

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

## ENTRANCE BATTERY 473 Questions and Answers

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

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

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

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

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

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

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

4. To what positions will Battery Test 473 apply?

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

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

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

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

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

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

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

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

**Response:** Yes.

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

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

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

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

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

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

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

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

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