

**ARTICLE 37
CLERK CRAFT
QUESTIONS AND ANSWERS**

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

SECTION 1 – DEFINITIONS

Section: 1.A

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

Response: Yes.

Section: 1.A

2. 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

3. 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

4. Does the term *duty assignment* apply to part-time regular assignments?

Response: Yes.

Section: 1.D

5. Is computerized or telephone bidding mandatory?

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

Section: 1.D and 1.E

6. What is the difference between *bid* and *application*?

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

Section: 1.F and 1.G

7. 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.I

8. Question: Does the term *residual vacancy* have more than one meaning?

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

Section: 1.K and 1.L

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

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

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

Section: 1.L

10. Question: What is the definition of the term *skill*?

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

Section: 1.L

11. When does an employee have a *live record* on a scheme or machine skill?

Response: An employee has a live record beginning when the employee qualifies on a scheme or machine skill. The employee continues to have a live record as long as the employee continues to use that scheme or skill, and for two years thereafter. Note that a full-time regular or

part-time regular employee is considered to cease performing the duties which require a skill when the employee no longer holds a duty assignment requiring the skill. For example, a full-time clerk occupying an assignment requiring zones 3 and 6 is designated the successful bidder on an assignment requiring zones 4 and 7 and is placed in the new assignment effective November 1, 2001. This employee would have a live record on zones 3 and 6 through October 31, 2003.

Section: 1.L

12. When does an unencumbered full-time employee or a part-time flexible employee have a live record?

Response: As with full-time and part-time regular employees, a live record for full-time unencumbered and part-time flexible employees begins when they qualify and ends two years after they discontinue using the skill. For example, a part-time flexible qualifies on zone 3 and continues to work zone 3 until being reassigned from the main post office to a station on November 1, 2001. As of that date, the employee no longer works zone 3. The employee continues to have a live record on zone 3 for two years, through October 31, 2003.

Section: 1.L

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

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

Section: 1.L

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

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

Section: 1.L

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

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

Section: 1.L

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

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

Section: 1.L

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

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

Section: 1.L

18. Are part-time regular employees covered by the *live record* provisions?

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

Section: 1.M

19. When a regular clerk is the senior bidder and has a live record for all the required skills of a posted assignment, is the employee designated the senior bidder or the successful bidder?

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

Section: 1.M

20. What happens if an employee is currently qualified for a duty assignment but requires brush-up training?

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

Section: 1.M

21. 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

22. 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

23. 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

24. 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

25. 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

26. 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

27. If a full-time or part-time regular clerk is voluntarily reassigned to another craft or promoted to a non-bargaining unit position at the same or a different installation, and the

employee voluntarily returns to the same craft and installation within one year, does the employee begin a new period of seniority?

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

Section: 2.D.1 and Article 12.2

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

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

Section: 2.D.3

29. 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

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

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

Section: 2.D.3.a

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

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

Section: 2.D.3.a

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

Response: The employee who had the higher score on the parts of the 470 examination which are applicable to the position for which the employee was hired.

Section: 2.D.3.a

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

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

Section: 2.D.3.c

34. 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

35. 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

36. 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

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

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

Section: 2.D.5.c

38. 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

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

Response: No.

Section: 2.D.5.c

40. 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

41. 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

42. 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

43. Question: If a clerk is excessed outside the installation to a lower level duty assignment with saved grade pursuant to the April 2, 2001 Reassignment Memorandum of Understanding, and is later offered and declines retreat rights to his/her former level and craft in the former installation, does the employee lose the saved grade protection?

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

Section: 2.D.6

44. 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

45. 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

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

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

SECTION 3 – POSTING, BIDDING, AND APPLICATION

Section: 3.A

47. What are the clerk craft bidding restrictions?

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

Section: 3.A

48. 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, 3.B, 3.F

49. 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

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

Response: Yes, unless the vacant duty assignment is being reverted in accordance with Article 37.3.A.2. Residual vacancies are not filled if they are being withheld pursuant to Article 12.

Section: 3.A.1

51. 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)

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

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

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

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

Response: Yes.

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

54. 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

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

Response: In order to comply with Article 37.3.A.2, management must take the following steps:

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

Section: 3.A.2

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

Response: The assignment must be posted for bid.

Section: 3.A.4

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

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

Memorandum of Understanding), the duty assignment is abolished and a newly created duty assignment is posted in accordance with Article 37.3.A.1; not pursuant to Article 37.3.A.4.

Section: 3.A.4

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

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

Section: 3.A.4

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

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

Section: 3.A.4

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

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

Section: 3.A.4.c

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

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

Section: 3.A.4.c

62. If a duty assignment was changed by one hour during the life of the 1998 National Agreement and is changed another hour during the 2000 National Agreement, would Article 37.3.A.4 require reposting?

Response: No. The cumulative change rule applies within a single contract period. In the example above, the duty assignment would not be reposted since the two hour cumulative change was split between two National Agreements.

Section: 3.A.4.c

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

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

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

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

Response: December 18, 2001.

Section: 3.A.4.d

65. When a PS-5, PS-6, or PS-7 senior qualified duty assignment is reposted due to a change in hours, off days, or duties, who is eligible to bid?

Response: Article 37.3.A.4 allows only clerk craft employees holding PS-5, PS-6, or PS-7 positions to bid on reposted PS-5, PS-6, and PS-7 duty assignments if the employees are at the same or higher level as the reposted assignment, and restricts bidding for reposted PS-4 duty assignments to clerk craft employees holding PS-4 positions. Resulting vacancies are filled by posting to employees within those salary level(s) until a residual vacancy is reached.

Section: 3.A.4.d

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

Response: No.

Section: 3.A.4.d

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

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

Section: 3.A.4.d

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

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

Section: 3.A.4.d

69. Does a reposting always result in a residual vacancy?

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

Section: 3.A.4.e

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

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

Section: 3.A.4.f

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

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

Section: 3.A.4.f

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

Response: The duty assignment held by the junior employee would be abolished.

Section: 3.A.6

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

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

Section: 3.A.7

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

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

Section: 3.A.7.a

75. Must all best qualified vacancies be posted for bid?

Response: Yes, unless a best qualified duty assignment is being considered for reversion pursuant to Article 37.3.A.2 or a residual vacancy is withheld pursuant to Article 12.

Section: 3.A.7.a and b

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

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

Section: 3.A.7.b

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

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

Section: 3.A.7.b

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

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

Section: 3.A.7.b

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

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

Section: 3.A.7.c

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

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

Section: 3.A.7.d

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

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

Section: 3.A.7.d

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

Response: No.

Section: 3.A.7.d

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

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

Section: 3.A.7.d

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

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

Section: 3.A.8

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

Response: No.

Section: 3.A.8

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

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

Section: 3.A.8

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

Response: Yes.

Section: 3.A.8

88. Can an employee bid on a posted duty assignment or apply for a best qualified duty assignment on a day which is partially spent on a non-bargaining unit detail?

Response: Yes, provided the bid or application is submitted while the employee is working in the bargaining unit.

Section: 3.A.8

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

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

Section: 3.A.8

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

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

Section: 3.A.8

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

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

Section: 3.A.8

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

Response: Yes.

Section: 3.A.9

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

Response: No. The language in Article 37.3.A.9 refers to upgrading "positions," which is done at the national level; not upgrading a current employee's assignment to an existing higher level position. If a duty assignment does not reflect the actual work being performed, it can be abolished and the appropriate duty assignment posted for bid. For example, if it is determined locally that an employee who holds a Bulk Mail Clerk (PS-05) duty assignment is performing Bulk Mail Technician (PS-06) duties, the "position" is not upgraded. Rather, the Bulk Mail Clerk (PS-05) duty assignment should be abolished and a Bulk Mail Technician (PS-06) duty assignment should be posted for bid.

Section: 3.A.10

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

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

Section: 3.A.10

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

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

Section: 3.A.10.c

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

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

Section: 3.A.10.c

97. If a regular employee (PS-5) is the successful bidder for a Mark-up Clerk, Automated (PS-4) duty assignment and subsequently is the successful bidder on a General Expediter (PS-6) duty assignment, is the employee required to serve two years to be eligible for saved grade?

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

Section: 3.A.10.d

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

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

Section: 3.A.10.e

99. If a regular employee (PS-5) is the successful bidder for a Mark-up Clerk, Automated (PS-4) duty assignment and subsequently is the successful bidder on a General Expediter (PS-6) duty assignment, would the employee be eligible to bid to assignments with different position descriptions?

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

Section: 3.A.10.e

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

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

Section: 3.A.10.e

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

Response: No.

Section: 3.A.11

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

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

Section: 3.A.11

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

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

Section: 3.A.11

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

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

Section: 3.D

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

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

Section: 3.E

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

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

Section: 3.E

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

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

Section: 3.E

108. Are full-time Mail Processing Clerks (PS-05) limited to working only in their principal assignment area or can they be assigned to perform work in other mail processing areas?

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

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

Section: 3.E

109. What does the term principal assignment area mean?

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

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

Section: 3.E

110. How will a Mail Processing Clerk know which duties he/she has for a duty assignment?

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

Section: 3.E

111. Must a principal assignment area be posted on duty assignments?

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

Section: 3.E

112. Can a duty assignment have more than one principal assignment area?

Response: No.

Section: 3.E

113. Can all posted duty assignments in an installation be posted with the identical principal assignment area?

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

Section: 3.E

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

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

Section: 3.E

115. Can a Mail Processing Clerk receive a work clothes allowance?

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

Section: 3.F.1

116. Once management has made the decision to post a duty assignment, can it be left vacant if 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 first assigning unencumbered employees and then by posting the assignment to part-time regular employees eligible to bid and to part-time flexibles pursuant to the preference procedures in Article 37.5.

Section: 3.F.1.a

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

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

Section: 3.F.1.a

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

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

Section: 3.F.1.b

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

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

Section: 3.F.1.d

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

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

Section: 3.F.1.d

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

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

Section: 3.F.2

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

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

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

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

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

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

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

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

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

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

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

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

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

Response: Yes, in non-maintenance capable sites.

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

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

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

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

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

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

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

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

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

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

E. Scheme and window training - If the senior bidder is currently qualified on the scheme and then withdraws or fails window training, the next senior bidder is placed into scheme training, if

necessary. After qualifying on the scheme, the employee is placed into window training, if not already qualified on the window.

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

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

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

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

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

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

Section: 3.F.3.a

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

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

Section: 3.F.3.a

131. 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

132. 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

133. 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

134. 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

135. 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

136. 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

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

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

Section: 3.F.3.b

138. 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

139. 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

140. 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

141. 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

142. 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

143. 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

144. 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

145. 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

146. 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

147. Is an employee required to pass a typing test before he/she can be named the senior bidder on "bids with required computer skills" (See MOU page 334, National Agreement)?

Response: Not necessarily. Operating some computer programs does not require typing skills. When typing skills are included on a duty assignment, such requirement must be reasonably related to the efficient performance of the duty assignment.

Section: 3.F.6

148. 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

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

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

Section: 3.F.7

150. 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

151. 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

152. 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

153. 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

154. 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

155. 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

156. What is an *unencumbered* employee?

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

Section: 4 & Full-Time Flexible Memorandum

157. Can the schedule of a full-time flexible employee be changed?

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

Section: 4.B

158. Can the schedule of an unencumbered full-time regular employee be changed from the schedule the employee worked immediately prior to becoming unassigned?

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

Section: 4.B

159. 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

160. 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

161. 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

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

Response: Yes.

Section: 4.C

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

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

Section: 4.C

164. In what order must unencumbered employees be assigned?

Response: Article 37.4.C.1 requires that unencumbered employees be assigned in the following order: 1) currently qualified employees, 2) partially qualified employees, 3) employees not currently or partially qualified.

Article 37.4.C.1 is applied in the following order:

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

Section: 4.C

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

Response: Yes, Article 37.4.C.1.a states in part, "these employees shall be assigned." This requirement is mandatory. In tracing the history of this language, the provision provided for "may" in the 1975 National Agreement; was changed to "should" in the 1978 National Agreement; and finally, to "shall" in the 1981 National Agreement.

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

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

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

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

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

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

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

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

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

Section: 4.C.1.a(2)

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

Response: The assignment of unencumbered employees to duty assignments for which they are partially qualified is accomplished the same as for assignments for which currently qualified; by juniority. However, to be available for assignment for which partially qualified, the employee must have been in an unencumbered status for at least 90 days.

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

170. If an unencumbered employee is the senior bidder and enters a deferment period(s) in accordance with Article 37.3.F.3, 4, or 7, is the employee available for assignment to a residual vacancy in accordance with Article 37.4.C.1.a.(2) and (3). or 4.C.2?

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

Section: 4.C.1.a(3)

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

Response: When there is more than one residual vacancy, unencumbered employees who had been in an unencumbered status for the last 90 days must be canvassed and given an option based on seniority. For example, if there are five residual vacancies remaining after assigning the qualified and partially qualified employees, the five senior unencumbered employees meeting the minimum qualifications who had been in an unencumbered status for the last 90 days, beginning with the senior, would be given the option of the available assignments and placed into required training. If there was only one residual vacancy remaining after assigning the qualified and partially qualified employees, the senior unencumbered employee who meets the minimum

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

Section: 4.C.1

172. When assigning unencumbered employees in accordance with Article 37.4.C.1, are full-time regular or full-time flexible employees assigned first?

Response: Neither. Unencumbered full-time regular and full-time flexible employees are combined into one list for the purpose of assignment. They are assigned by juniority or seniority dependent upon whether Article 37.4.C.1.a, 4.C.1.b, or 4.C.1.c is being applied.

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

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

Response: No. However, the employee would be available for assignment to a lower level vacancy pursuant to Article 37.4.C.2.

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

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

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

Section: 4.C.2

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

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

Section: 4.C.2

176. When assigning unencumbered employees to lower level residual vacancies under Article 37.4.C.2, are assignments made by seniority or juniority?

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

Section: 4.C.2

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

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

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

Section: 4.C.2

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

Response: Yes.

Section: 4.C.2

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

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

Section: 4.C.2

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

Response: Yes.

Section: 4.C.2

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

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

Section: 4.C.2

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

Response: Yes.

Section: 4.C.3.a

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

Response: No.

Section: 4.C.3.b

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

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

Section 5. Conversion/Part-Time Flexible Preference

Section: 5.A

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

Response: Yes.

Section: 5.A.

186. Question: Is there a standard procedure for simultaneous part-time regular bidding and part-time flexible preferencing?

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

Section: 5.A.2

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

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

Section: 5.A.2

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

Response: Only if converting to maintain the 80/20 ratio of full-time to part-time employees (Article 7, Section 3). In such case, the senior part-time flexible employee on the part-time flexible roll will be converted. Conversion pursuant to Article 7.3 is made without applying Article 37.5 and, therefore, the employee is converted to unencumbered full-time regular status.

Section: 5.A.5

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

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

Section: 5.A.6

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

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

Section: 5.A.6

191. When a Mark-up Clerk, Automated is converted to full time unencumbered status pursuant to the 80/20 requirement under Article 7 Section 3, can the employee be bypassed for assignment to a residual vacancy for up to 180 days?

Response: Yes.

Section: 5.A.8

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

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

Section: 5.A.10

193. If a part-time flexible employee is in training for a stated preference and is converted to full-time, either pursuant to the 80/20 requirement of Article 7, Section 3, or as the result of later being matched to a residual vacancy for which currently qualified, may the employee continue training for the stated preference?

Response: Yes.

Section: 5.A.10

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

Response: Only in limited situations as described in Article 37.5.A.10. If the employee is converted to full-time, either pursuant to the 80/20 requirement of Article 7, Section 3. or as the result of being matched to a vacancy for which currently qualified, the employee has the option of either remaining in training for the stated preference or withdrawing from training.

Section: 5.B

195. 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

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

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

Section: 5.B

197. What is meant by *machine assignment*?

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

Section: 5.B.5

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

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

Section: 5.B.1.4

199. May a part-time flexible employee in training for a stated preference state a preference for a subsequent residual vacancy?

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

Section: 5

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

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

Section: 5.C

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

Response: Match the top five part-time flexible employees on the part-time flexible roll who are eligible to state a preference on the assignments. If any of those employees are currently qualified, convert and place the employees in the assignments. If assignments remain unfilled, take the preferences from all part-time flexibles on the roll who are eligible to state a preference. Then, if the senior part-time flexible who stated a preference is currently qualified for an available duty assignment, convert and place that employee into the assignment. If the senior part-time

flexible who stated a preference is not currently qualified, place that employee into training for that assignment.

Section: 5.C.2

202. 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

203. 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

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

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

Section 6. Parcel Post Sorting Machines

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

205. 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

206. 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

207. 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

208. 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

209. 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

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

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

FULL AND PART-TIME REGULAR BIDDING

	New FTR	Vacant FTR	Reposted FTR	Residual FTR	Residual FTR Resulting from Reposting	New PTR	Vacant PTR	Reposted PTR	Residual PTR Resulting from Reposting
Full time Regular	Yes	Yes	Yes***	No	Yes	Yes	Yes	No	Yes
Part-time Regular	No	No	No	Yes**	Yes**	Yes	Yes	Yes***	Yes
PTR-Former FTR	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 5, 6, or 7. The same level for Level 4.

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.