JCIM 2022

Joint Contract Interpretation Manual

The United States Postal Service
And
The American Postal Workers Union
AFL-CIO

November 2022

The **2022** APWU/USPS Joint Contract Interpretation Manual (JCIM) update is provided as a resource for the administration of the National Agreement. Jointly prepared by the American Postal Workers Union, AFL-CIO, and the United States Postal Service, this manual provides a mutually agreed upon explanation on how to apply the contract to the issues addressed.

When a dispute arises, the parties should first go to the JCIM to determine if the issue in dispute is addressed. If it is, the parties are required to resolve the dispute in accordance with this manual.

The JCIM will continue to be updated with additional material as we continue to narrow our differences and expand our joint understanding of the National Agreement. We encourage you to use the JCIM to ensure contract compliance and to foster more professional working relationships.

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November 16, 2022

JCIM 2022
Summary of Changes
November 2022

This document identifies the location of revisions and additions (***BOLD PRINT***) to **JCIM 2022**. All previous references to "man year" have been changed to "workyears" in the CBA and in the JCIM. Work-hours (hours of all crafts covered by the 1978 CBA) are computed by adding the total number of paid hours, including straight time, overtime, and all types of paid leave, holiday pay, etc. The total is divided by 2080 to determine the number of workyears.

Location (beginning)	Subject
Article 2, page 1	Article 2.1 – Reference to MOU added
Article 2, page 1	Article 2.1 – "corrective actions" added to MOU Re: *Reasonable Accommodation for the Deaf and Hard of Hearing*
Article 2, page 2	Article 2.1 – Reference to MOU added
Article 2, page 2	Article 2.1 – Changed Page 273 to Page 299 of CBA
Article 6, page 1	Article 6(1) – Date change
Article 7, page 2	Article 7.1.B.1 – New language added
Article 7, page 2	Article 7.1.B.3 – Changed Page 265 to Page 290 of CBA
Article 7, page 3	Article 7.1.B.3 – Changed Page 266 to Pages 291-292 of CBA
Article 7, page 3	Article 7.1.B.3 – Changed Page 266 to Page 292 of CBA
Article 7, page 3	Article 7.1.B.3 – Reference to MOU added
Article 7, page 3	Article 7.1.B.3 – Date change
Article 7, page 3	Article 7.1.B.3 – Changed Page 267 to Page 292 of CBA
Article 7, page 5	Article 7.1.B.4 & 7.1.B.5 – Reference to MOU added
Article 7, page 6	Article 7.3.A.1 – Date change
Article 7, page 7	Article 7.3.D – Changed Page 278 to Page 307 of CBA
Article 8, page 3	Article 8.2.D – Reference to MOU added
Article 8, page 3	Article 8.3 – New language added
Article 8, page 4	Article 8.3 – New language added

Location (beginning)	Subject
Article 8, page 11	Article 8.8 – New language added
Article 8, page 15	Amended Q&A#25
Article 8, page 18	Added new Q&A#43 regarding PTF
Article 8, page 18	Added new Q&A#44 regarding NTFT
Article 9, page 1	Article 9.2 – New language added
Article 10, page 6	Article 10.1 and 10.2 – New language added
Article 10, page 7	Article 10.1 and 10.2 – New language added
Article 10, page 8	Article 10.1 and 10.2 – New language added
Article 10, page 9	Article 10.1 and 10.2 – Date change
Article 10, page 14	Article 10.5 – Date change
Article 12, page 4	Article 12.4.B– Date change
Article 14, page 2	Article 14.3.C – New language added
Article 15, page 5	Article 15.2, Step2(f) – New language added
Article 19, page 1	Article 19.2 – Changed Page 328 to Page 377 of CBA
Article 21, page 1	Article 21.1 – Date change
Article 21, page 1	Article 21.1 – Date and Percentage changes regarding Health Insurance for career employees and PSEs
Article 21, page 1	Article 21.1 – Changed Pages 248; 260-261 to Page 285 of CBA
Article 23, page 1	Article 23 – New language added
Article 26, page 1	Article 26.2 – New language added
Article 26, page 2	Article 26.3 – New language added
Article 26, page 2	Article 26.4 – Changed Pages 256; 257, 332 to Pages 271, 382 and 383 of CBA
Article 30, page 1	Article 30.A – Date change
Article 31, page 1	Article 31.2 – Reference to MOU added
Article 35, page 1	Article 35 – Reference to MOU added
Article 37, page 3	Article 37.1.K – Date change

Location (beginning)	Subject
Article 37, page 4	Article 37.1.K – Date change
Article 37, page 12	Article 37.2.D.7 #56 – Changed pages 381-382 to Pages 437-438 of CBA
Article 37, page 17	Article 37.3.A.4.c #83 – Date change
Article 37, page 18	Article 37.3.A.4.c(2) #85 – Date change
Article 37, page 24	Article 37.3.A.8 #118 – Q&A reference # changed
Article 37, page 24	Article 37.3.A.8 and Clerk Craft Jobs MOU – New Q&A #122 added
Article 37, page 25	Article 37.3.A.8 and Clerk Craft Jobs MOU – New Q&A #123 added
Article 37, page 28	Article 37.3.A.11 and Clerk Craft Jobs MOU – New Q&A #142 and #143 added
Article 37, page 32	Article 37.3.E – New Q&A #163 added
Article 37, page 43	Article 37.3.F.6 #219 – Page number and date change
Article 37, page 45	Article 37.3.F.7.c – New Q&A #226 added
Article 37, page 51	Article 37.4.A – New Q&A #259 added
Article 37, page 53	Article 37.4.C #268 – Date change
Article 37, page 57	Article 37.4.C.6. #287 – Date change
Article 37, page 61	Article 37.4.C.6.b #307 – Date change
Article 37, Page 68	Q&A – Part-Time Flexible Clerks Working in Other Installations #1, #2, #3, and #4 – New language added
Article 37, Page 69	Q&A – Part-Time Flexible Clerks Working in Other Installations #8, and #10 – New language added
Article 37, Page 72	Q&A – Part-Time Flexible Clerks Working in Other Installations #24 – New language added
Article 37, page 72	Q&A – Part-Time Flexible Clerks Working in Other Installations #29 Changed page 354 to pages 408-409 of CBA
Article 37, page 76	Residual Vacancies – Clerk Craft – Q&As – #1, #3 New language added

Location (beginning)	Subject
Article 37, page 76	Residual Vacancies – Clerk Craft - Q&As – #4 Date and page number change
Article 37, page 77	Residual Vacancies – Clerk Craft – Q&As – #7, #8 New language added
Article 37, page 77	Residual Vacancies – Clerk Craft - Q&As - #9 – New language added
Article 37, page 77	Residual Vacancies – Clerk Craft - Q&As - #12 – Date change
Article 37, page 78	Residual Vacancies – Clerk Craft - Q&As – New #13 and #14 added
Article 37, page 79	Residual Vacancies – Clerk Craft - Q&As #16 – New language added
Article 37, page 79	Residual Vacancies – Clerk Craft - Q&As – New #17
Article 37, page 80	Residual Vacancies – Clerk Craft - Q&As – New #18 through #23 added
Article 37, page 81	Residual Vacancies – Clerk Craft - Q&As – New #24 and #25 added
Article 37, page 82	New MOU Q&As added
Article 38, page 8	Article 38.6.A – New language added
Article 38, page 9	Article 38.7.C – New language added
Article 38, page 9	New Memo reference added
Article 38, page 10	New Memo reference added
Article 39, page 8	Article 39.2.A.11 – New language added
Article 39, page 9	Article 39.3.B – New language added
Article 39, page 13	Article 39 - Q&As – New #19 added
Article 39, page 17	Article 39 - Q&As – New #41 added
Article 39, page 21	Article 39 - Q&As – New #72 added
Article 39, page 22	Article 39 - Q&As – New #73 added
Article 39, page 22	Article 39 - Q&As – #72 renumbered to #74
Article 39, page 22	Article 39 - Q&As – #76 New language added

Location (beginning)	Subject
Article 39, page 23	Article 39 - Q&As – #80 New language added
Article 39, page 24	Article 39 - Q&As – #86 New language added
Article 39, page 25	Article 39 - Q&As – New #94 and #95 added
Article 39, page 26	Article 39 - Q&As – New #96 added
Article 40, page 1	40.8.A.2 – New language added
Article 43, page 1	Article 43 – Dates change

*****NOTE: JCIM reference to work year(s) has been changed to workyear(s)

***** NOTE: Re: Mail Equipment Shop Prior MOUs

The parties agree that the following MOUs listed in the 2015-2018 Collective Bargaining Agreement:

- MOU: Re: *Subcontracting Mail Equipment Shop*s, Page 339;
- MOU: Re: *Work Clothes Program-MES,* page 390;
- MOU: Re: *Training Opportunities Mail Equipment Shops,* page 390
- MOU: Re: *Mail Equipment Shop Operations,* page 391
- MOU: Re: *Overtime at the Mail Equipment Shops,* page 391

will not be included or printed in the next Agreement. However, the parties acknowledge that should the Mail Equipment Shop work return, the above listed MOUs will be in full force and effect.

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INTRODUCTION

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

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

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

PREFACE

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

Contract interpretations set forth in the JCIM, if cited, shall be applied to all pending and future cases at Steps 1, 2, and 3 of the grievance procedure and in Area/Regional arbitration; this includes cases initiated prior to the issuance of the JCIM to the extent that the specific contractual or handbook/manual language interpreted in the JCIM was in effect at the time the case was initiated and has not subsequently been changed.

If introduced in Area/Regional arbitration, the JCIM will speak for itself, the parties' advocates will not seek testimony on its content and the positions of the parties contained in the JCIM are binding on the arbitrator.

Nothing in this JCIM precludes the application of provisions of a Local Memorandum of Understanding or a locally developed Local Agreement. Joint Interpretation Manuals at the Area/Regional Level which are not inconsistent with this JCIM shall remain in effect, unless terminated by the parties at the Area/Regional Level.

The parties at the National Level are committed to supplement and update the JCIM on an on-going basis as additional agreements are reached at the National Level. Representatives at the Local, District and Area/Regional Level should exercise caution to ensure that they are working from the most current JCIM and apply any revisions or modifications prospectively from the date of revision.

PREAMBLE

The Preamble establishes how the National Agreement was finalized, either by negotiations or interest arbitration. The Preamble also sets the effective date of the Agreement.

ARTICLE 1
UNION RECOGNITION

Article.1.1

EXCLUSIVE BARGAINING REPRESENTATIVE

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

Article 1.2

EXCLUSION - NONBARGAINING UNIT

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

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

Article 1.3

FACILITY EXCLUSIONS

As of May 23, 2011, work performed by bargaining unit employees will not be covered by the facility exclusion solely due to moving the work into an excluded facility.

Article 1.4

DEFINITION – APWU BARGAINING UNIT

Article 1.4 provides that, subject to the exclusions listed in Article 1.2 and 1.3, all members of the regular workforce as defined in Article 7, Section 1.A are members of the bargaining unit. Article 7, Section 1, defines the regular workforce as being comprised of full-time employees, part-time regulars (Maintenance Craft) and part-time flexibles (Clerk Craft in Level 20 and below offices) and part-time flexibles (MVS Craft).

Article 7.1. B provides for the establishment of the postal support employee (PSE) workforce comprised of noncareer bargaining unit employees.

Article 1.5

NEW POSITIONS

Article 1.5 requires that the Postal Service consult with the APWU at the National Level prior to assigning any new or revised position which contains non-managerial and non-supervisory duties to the most appropriate National craft bargaining unit subject to the standards that must be used when assigning a new position.

Assignment, at the National Level to the National craft unit most appropriate for performance of such work, must be done within thirty (30) days.

Article 1.5 also provides that the Union will be promptly notified of the decision and any dispute concerning the assignment is grievable at the National Level within thirty (30) days from the date the Union receives notification of the assignment.

Article 1.6

SUPERVISORS PERFORMING BARGAINING UNIT WORK

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

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

> In offices, Level 20 and above, with less than 100 bargaining unit employees, postmasters and supervisors may only perform bargaining unit work in accordance with Article 1.6.A.
>
> In Level 18 offices, the postmaster is permitted to perform no more than fifteen (15) hours of bargaining unit work per week. There will be no PMR usage in Level 18 offices.

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

EMERGENCIES

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

204(b) DETAIL

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

Beginning June 1, 2012, Clerk Craft employees will not be utilized in 204(b) details to supervisory positions except in situations involving an absence or vacancy of a supervisor of 14 consecutive calendar days or more. Normally, the usage of a 204(b) in this exception will be limited to not more than 90 days. Exceptions to this 90-day limitation would only be appropriate in very limited situations (e.g., supervisor on four (4) months maternity leave; supervisor on six (6) months military leave; or similar situations).

EXPRESS MAIL

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

ARTICLE 2
NONDISCRIMINATION AND CIVIL RIGHTS

NONDISCRIMINATION

The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex, (including pregnancy), age, or marital status.

In addition, consistent with the other provisions of this Agreement, there shall be no unlawful discrimination against individuals with disabilities, as prohibited by the Rehabilitation Act. **(See page 300 of CBA)**

GRIEVANCES

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

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

EEO COMPLAINTS

EEO settlements to which the Union is not a party will not take precedence over the language contained in the Collective Bargaining Agreement (CBA). Nor can an EEO settlement modify the terms or requirements of the CBA. A settlement of an EEO claim does not automatically render moot a grievance filed on the same issue. Rather, for a grievance beyond Step 1, the Union must be signatory to any EEO settlement which resolves the grievance, and the EEO settlement should specifically include the grievance waiver in the text of the settlement.

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

ACCOMMODATION FOR DEAF AND HARD OF HEARING

Management has an obligation to reasonably accommodate Deaf and Hard of Hearing employees with a disability under the Rehabilitation Act (the "Act") and applicants who request assistance in communicating with or understanding others in work related situations, such as but not limited to those stated below or in the Memorandum of Understanding regarding *Reasonable Accommodation for the Deaf and Hard of Hearing* (which is included in the National Agreement).

- During investigatory interviews, which may lead to discipline, discussions with a supervisor on job performance or conduct, **corrective actions,** or presentation of a grievance pursuant to Article 17 and other provisions of the Collective Bargaining Agreement.

- New technology such as Video Remote Interpreting (VRI) and Video Relay Service, when available, will be used.
- Deaf or hard of hearing applicants will be scheduled for a specific examination time, when an interpreter will be available.
- Interpretive services should be scheduled as far in advance as possible.
- The nature of an emergency situation will be communicated as soon as possible.
- Recruitment and hiring efforts are proper subjects for the Joint Labor-Management Committee. **(See page 301-306 of CBA)**

USPS HIRING POLICY

The USPS applies its nondiscrimination policies to the hiring process, including postal support employee (PSEs). The USPS hiring process is governed by the Rehabilitation Act of 1973 and prohibits discrimination against qualified employees and career and noncareer job applicants with disabilities, including those employees with disabilities who are deaf or hard of hearing. The nondiscrimination polices include the commitment in Employee and Labor Relations Manual (ELM), Section 311.12, to not discriminate in personnel decisions on the basis of race, color, religion, sex, national origin, age or disability as provided by law (see letter, page **299** of CBA).

ARTICLE 3
MANAGEMENT RIGHTS

The Postal Service's "exclusive rights" under this article are essentially the same as its statutory rights under the *Postal Reorganization Act* 39 U.S.C. § 1001(e). While management has the basic power to "manage" the Postal Service, it must do so in accordance with applicable laws, regulations, contract provisions, arbitration awards, letters of intent and memoranda of understanding.

Consequently, many of the management rights enumerated in Article 3 are limited by negotiated contract provisions.

EMERGENCY SITUATIONS

Article 3.F gives management the right to take whatever actions may be necessary to carry out its mission in emergency situations. An emergency is defined as "an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature."

LOCAL MEMORANDUM OF UNDERSTANDING

During the local implementation period for the LMOU, Article 30.B.3 provides Local parties the opportunity to formulate "*Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.*"

ARTICLE 4
TECHNOLOGICAL AND MECHANIZATION CHANGES

Article 4.1 & 4.2

Article 4.1 and 4.2 are administered and enforced by the parties at the National Level and are not properly the subject of Local grievances.

TECH AND MECH CHANGES

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

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

Article 4.3

SAVED GRADE

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

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

ARTICLE 5
PROHIBITION OF UNILATERAL ACTION

Management is prohibited from taking any unilateral action inconsistent with the terms of the existing Agreement or its obligations under law. Section 8(d) of the National Labor Relations Act prohibits an employer from making unilateral changes in wages, hours or working conditions during the term of a Collective Bargaining Agreement.

PAST PRACTICE

The following explanation represents the National parties' general agreement on the subject of past practice. The explanation is not exhaustive, and is intended to provide the Local parties general guidance on the subject.

The Local parties must ensure that the facts surrounding a dispute in which past practice plays a part are surfaced and thoroughly developed so an informed decision can be made. While a past practice that is inconsistent or in conflict with the National Agreement is not binding, Article 5 may limit the Employer's ability to take a unilateral action where a valid past practice exists. While most labor disputes can be resolved by application of the written language of the Agreement, it has long been recognized that the resolution of some disputes requires the examination of the past practice of the parties.

DEFINING PAST PRACTICE

In a paper given to the National Academy of Arbitrators, Arbitrator Mittenthal described the elements required to establish a valid past practice:

First, there should be clarity and consistency. A course of conduct which is vague and ambiguous or which has been contradicted as often as it has been followed can hardly qualify as a practice. But where those in the plant invariably respond the same way to a particular set of conditions, their conduct may very well ripen into a practice.

Second, there should be longevity and repetition. A period of time has to elapse during which a consistent pattern of behavior emerges. Hence, one (1) or two (2) isolated instances of certain conduct do not ordinarily establish a practice. Just how frequently and over how long a period something must be done before it can be characterized as a practice is a matter of good judgment for which no formula can be devised.

Third, there should be acceptability. The employees and supervisors alike must have knowledge of the particular conduct and must regard it as the correct and customary means of handling a situation. Such acceptability may frequently be implied from long acquiescence in a known course of conduct. Where this acquiescence does not exist, that is, where employees constantly protest a particular course of action through complaints and grievances, it is doubtful that any practice will be created.

One must consider, too, the underlying circumstance which gives a practice its true dimensions.

A practice is no broader than the circumstances out of which it has arisen, although its scope can always be enlarged in the day-to-day administration of the Agreement. No meaningful description of a practice can be made without mention of these circumstances.

For instance, a work assignment practice which develops on the afternoon and midnight shifts and which is responsive to the peculiar needs for night work cannot be automatically extended to the day shift.

The point is that every practice must be carefully related to its origin and purpose.

Finally, the significance to be attributed to a practice may possibly be affected by whether or not it is supported by mutuality.

Some practices are the product, either in their inception or in their application, of a joint understanding; others develop from choices made by the Employer in the exercise of its managerial discretion without any intention of a future commitment.

Functions of Past Practice

In the same paper, Arbitrator Mittenthal notes that there are three (3) distinct functions of past practice:

To Implement Contract Language

Contract language may not be sufficiently specific to resolve all issues that arise. In such cases, the past practice of the parties provides evidence of how the provision at issue should be applied.

For example, Article 15, Section 2, Step 3 of the 1978 National Agreement (and successor Agreements through the 2000 National Agreement) required the parties to hold Step 3 meetings.

The contract language, however, did not specify where the meetings were to be held. Arbitrator Mittenthal held that in the absence of any specific controlling contract language, the Postal Service did not violate the National Agreement by insisting that Step 3 meetings be held at locations consistent with past practice. (N8-NAT-0006, July 10, 1979, C-03241)

To Clarify Ambiguous Language

Past practice is used to assess the intent of the parties when the contract language is ambiguous, that is, when a contract provision could plausibly be interpreted in one of several different ways.

A practice is used in such circumstances because it is an indicator of how the parties have mutually interpreted and applied the ambiguous language. For example, in a dispute concerning the meaning of an LMOU provision, evidence showing how the provision has been applied in the past provides insight into how the parties interpreted the language.

If a clear past practice has developed, it is generally found that the past practice has established the meaning of the disputed provision.

To Implement Separate Conditions of Employment

Past practice can establish a separate enforceable condition of employment concerning issues where the contract is "silent." This is referred to by a variety of terms, but the one most frequently used is *the silent contract*. For example, past practices of providing the Local Union with a file cabinet may become a binding past practice, even though there are no contract or LMOU provisions concerning the issue.

Changing Past Practices

The manner by which a past practice can be changed depends on its purpose and how it arose. Past practices that implement or clarify existing contract language are treated differently than those concerning the "silent contract."

Changing Past Practices that Implement or Clarify Contract Language

If a binding past practice clarifies or implements a contract provision, it becomes, in effect, an unwritten part of that provision. Generally, it can only be changed by changing the underlying contract language, or through bargaining.

Changing Past Practices that Implement Separate Conditions of Employment

If the Postal Service seeks to change or terminate a binding past practice implementing conditions of employment concerning areas where the contract is silent, Article 5 prohibits it from doing so unilaterally without providing the Union appropriate notice.

Prior to making such a change unilaterally, the Postal Service must provide notice to the Union and engage in good faith bargaining over the impact on the bargaining unit. If the parties are unable to agree, the Union may grieve the change.

Management changes in such "silent" contracts are generally not considered violations if 1) the company changes owners or bargaining unit, 2) the nature of the business changes or, 3) the practice is no longer efficient or economical. The first of these has rarely arisen in Postal Service cases involving its numerous bargaining units.

A change in Local Union leadership or the arrival of a new postmaster or supervisor is not, in itself, sufficient justification to change or terminate a binding past practice, as noted in the previous paragraph.

ARTICLE 6
NO LAYOFFS OR REDUCTION IN FORCE

LAYOFF DEFINITION

Article 6 defines "layoff" as the separation of non-protected, non-preference eligible employees in the regular workforce because of lack of work or other legitimate, nondisciplinary reasons.

"Reduction in force" refers to the separation or reduction in the grade of a non-protected veterans' preference eligible employee in the regular workforce because of lack of work or other legitimate, nondisciplinary reasons.

Article 6 (1)

LAYOFF PROTECTION

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

An employee on the rolls on September 15, 1978, does not lose lifetime protection by transferring from one (1) installation and/or craft to another or by a break in service as a result of leaving and returning to postal employment.

Each employee who is employed in the regular workforce as of **September 20, 2021** and who has not acquired the protection provided under Article 6 shall be protected henceforth against any involuntary layoff or force reduction during the term of this Agreement which expires for all purposes at midnight, **September 20, 2024.**

Article 6 (2)

NON-PROTECTED EMPLOYEES

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

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

Article 6.A.3

To receive credit, the employee must work at least one (1) hour or receive a call-in guarantee (Article 8, Section 8) in lieu of work in at least 20 of the 26 pay periods during each "anniversary year," which begins on the first day of the pay period in which the employee enters the regular workforce.

For the purpose of the six-year requirement, absence from work for any of the following reasons is considered to be "work:"

(1) to the extent required by law: (a) court leave, (b) certain time spent in military service covered in 38 U.S.C. §§ 4301 et seq., or (c) time spent on continuation of pay (COP), leave without pay (LWOP) or on the OWCP rolls because of compensable injury on duty;

(2) time spent on paid annual or sick leave;

(3) time spent on leave without pay (LWOP) for performing Union business as provided for in Article 24 of the National Agreement; and

(4) temporary details outside the regular workforce in which the employee's position of record remains in the regular force.

PTF SCHEDULING

Part-time flexible employees in offices with 200 or more workyears of employment are to be scheduled to work a minimum of four (4) hours each pay period and in those offices with less than 200 workyears of employment, they are to be scheduled to work a minimum of two (2) hours each pay period. In those instances, where the employees in question were not scheduled for duty during a pay period, they would be entitled to receive two (2) or four (4) hours pay whichever is applicable.

PTFs will be guaranteed a minimum work schedule of twenty-four (24) hours per pay period.

NOTE: Effective August 27, 2011, there will no longer be part-time flexible employees in the Clerk Craft in Function 1 and in Level 21 and above offices.

REINSTATED EMPLOYEES

An unprotected employee who leaves the Postal Service and is rehired after more than 30 calendar days, begins a new service period for purpose of attaining six (6) years continuous service in order to attain protected status and if the employee returns within 30 days, Article 6.A.3.(a) applies.

When an employee leaves the regular workforce and returns within two (2) years from a position within the Postal Service, the employee receives credit towards the six (6) years of continuous service for the previously completed full anniversary year(s).

Article 6.B and 6.C

UNION NOTIFICATION

Management may not implement a layoff or reduction in force without at least 90 days' notification to the Union, 60 days' notification to the affected employee, and posting of any available vacancies no less than 20 days prior to layoff.

Prior to implementing Article 6, authorization must be received from Headquarters through the Area Manager, Human Resources, or designee.

LAYOFF PRECONDITIONS

Employees in the affected craft must be offered the opportunity to voluntarily terminate their employment as a precondition to implementation of Article 6. Those employees not eligible for retirement would receive severance pay as outlined in Part 435 of the Employee and Labor Relations Manual. Additionally, if eligible, such employees will be given early retirement benefits in accordance with Section 8336(d)(2) of Title 5, United States Code.

Volunteers are limited to a number equivalent to the number of affected employees for whom vacancies do not exist and in order to be assigned to pre-conditional vacancies, employees must only be minimally qualified for the assignment. In the Clerk Craft, if minimally qualified, they would be entitled to enter a deferment period or demonstrate a skill in keeping with the provisions of Article 37.

Non-protected preference eligible employees in the seniority unit who are affected are entitled to request reassignment to available lower-level duty assignments posted during the pre-conditional posting.

Non-protected, non-preference eligible employees within the seniority unit who will not be impacted based on the number of employees involved may request assignment to a duty assignment which is being offered during the twenty-day pre-conditional posting.

A seniority unit is composed of all non-protected preference eligible employees and non-protected, non-preference eligible employees in the same craft, same category and same salary level within each installation, as installations were defined under the 1990 Collective Bargaining Agreement. The parties may agree to define seniority units on terms other than those outlined.

Seniority units are defined for the purposes of identifying employees exposed to layoff and/or reduction in force, identifying positions in which overtime and part-time flexible hours must be minimized and identifying vacancies which employees may apply for in the pre-conditional posting.

Employees with saved grade working in lower-level positions are considered to be in the level in which they are working and not in the level of their saved grade. Where such employees are working with other employees occupying positions in that same level, neither group has preference over the other group simply by virtue of one group being in saved grade status.

Prior to laying off career employees, management will offer the impacted employees the opportunity to work any existing PSE assignments within the installation. There will be no out-of-schedule pay or training provided to qualify the impacted employees for these temporary assignments.

Article 6.F

PREFERENCE ELIGIBLE

Preference eligible employees have special rights under the Veterans' Preference Act regarding separation or reduction in grade and may have different or greater rights under the law than in Article 6. Article 6.F.3 provides that preference eligible employees who exercise legal appeal rights under the Veterans' Preference Act thereby lose access to the grievance procedure beyond Step 3.

GRIEVANCES

Any grievances regarding the interpretation or application of Article 6 may be filed at the Area/Regional Level and shall be subject to priority arbitration.

ARTICLE 7
EMPLOYEE CLASSIFICATIONS

Article 7.1.A

The regular workforce is comprised of two (2) categories of employees, full-time and part-time.

A full-time employee is entitled to be regularly scheduled five (5) eight-hour days in a service week. An exception exists for a full-time employee in a non-traditional full-time (NTFT) duty assignment, who is scheduled in accordance with the bid assignment as posted. NTFT duty assignments may have regular weekly schedules with total hours between 30-48 hours in accordance with the NTFT work rules as outlined in the NTFT MOU. Any change in the total weekly hours as posted, would require that the NTFT duty assignment be reposted in accordance with Articles 37.3.A.4.c.(6). Job postings will contain the following language: "For retirement purposes, NTFT assignments of less than forty (40) hours a week are considered part-time work."

Non-traditional full-time (NTFT) duty assignments are eliminated in Function 1 (mail processing) and Function 3 (MVS) and will be reposted as traditional full-time duty assignments. Current four (4) day a week/ten (10) hour a day duty assignments may remain in place if the Local parties agree. Local parties may agree upon more such assignments under the Modified Work Week Memo.

A part-time regular employee (Maintenance Craft) is entitled to be assigned to a regular schedule of less than forty hours in a service week. A part-time flexible employee (Clerk Craft in post offices Level 20 and below and in the MVS Craft) is available to work flexible hours as assigned by management. There are no NTFT duty assignments in the Maintenance Craft or in the MVS Craft.

FULL-TIME FLEXIBLE

In Function 4, Clerk Craft NTFT duty assignments are limited nationally to eight percent (8%) of all Function 4 career clerks, minus the POStPlan office career complement. Function 4 NTFT duty assignments created in POStPlan offices are excluded from the cap calculations.

Within the eight percent (8%) cap, full-time flexible Clerk Craft non-traditional assignments ten percent (10%) of all full-time assignments in an installation, but at least one (1) in any installation, may be created and utilized in retail (Function 4) operations to cover vacancies and absences subjected to negotiated rules.

Within the cap restrictions, Function 4 vacant traditional FTR duty assignments, can be posted as non-traditional full-time assignments, after notice to the Local Union President and opportunity for input, when operationally necessary.

The base schedule for a full-time flexible NTFT duty assignment is identified on the bid posting. However, the start times and off-days of flexible NTFT duty assignments may be changed from week-to-week without out-of-schedule obligations, subject to a Wednesday of the prior week notification.

Article 7.1.B.1

POSTAL SUPPORT EMPLOYEES

The postal support employee (PSE) workforce will be comprised of noncareer, bargaining unit employees, which is the only category of noncareer employees established to work within APWU bargaining units.

During the course of a service week, the Employer will make every effort to ensure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to PSEs.

POSTAL SUPPORT EMPLOYEES – CONVERSION TO CAREER

Hiring lists for PSEs will be established by craft and employees will be converted to career according to their standing on the appropriate PSE roll. Career employees may be hired from appropriate hiring lists only when there are no PSEs on the appropriate roll in the installation eligible for conversion to career.

PSEs will be converted to career based upon their craft (or in the case of MVS, occupational group) seniority in the installation. Changing between crafts will alter a PSE's standing on the roll.

POSTAL SUPPORT EMPLOYEES – AUTOMATIC CONVERSION TO CAREER

With the exception of PSEs in Level 4 RMPOs, and if not converted earlier, PSEs will automatically convert to career after they reach 24 months of relative standing. (See Memo, pages 310-311, CBA)

Conversions to career status are to occur as soon as administratively practicable, but no later than sixty (60) days from the effective date of the **2021-2024 National** Agreement. PSEs converted to career status will not be required to serve a probationary period.

Article 7.1.B.2

PTF SCHEDULING

Part-time flexible employees working at the straight-time rate shall be given priority in scheduling over PSE employees. However, that scheduling obligation must be met during the course of a "service week," and the part-time flexible employees must be qualified and available."

(A "service week" begins at 12:01 a.m. Saturday and ends at 12:00 midnight the following Friday).

A violation of Article 7.1.B.2 may occur when: 1) management schedules a PSE for work which a part-time flexible employee could have performed instead and, 2) the part-time flexible employee had less than 40 straight-time hours (either work or a combination of work and paid leave) during the service week.

For example, if, when scheduling part-time flexible employees, management consistently and regularly underestimates the work which will remain at the end of the week for part-time flexible employees, and this results in PSEs working at the beginning or the middle of the service week while the part-time flexible employees do not obtain a forty-hour week, this practice would constitute a violation of Article 7.1.B.2.

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Article 7.1.B.3 Workforce Structure

In the Maintenance Craft, upon completion of all conversions in 2015, the category of postal support employees ceased to exist and references to the term "Maintenance Craft PSE" was deleted from the National Agreement. (Attachment B, page **290,** CBA)

The completed conversion of all Maintenance Craft PSEs to career status in the Maintenance Craft pursuant to the 2015 Agreement fully resolves all disputes as they relate to PSEs. Any such outstanding disputes, in any forum, shall be withdrawn.

In the Motor Vehicle Craft, PSEs will be permitted in the craft only when created in accordance with Paragraph 2 in the 2010 Motor Vehicle Craft Jobs MOU. (See Appendix A, Attachment B, pages **291-292**, CBA)

Motor Vehicle Craft (new work) postal support employees who have already served one (1) full term as a PSE will not be required to serve a probationary period as required by Article 12, Section 1, after conversion to career.

Clerk Craft postal support employees who have already served one (1) full term as a PSE will not be required to serve a probationary period as required by Article 12, Section 1, after conversion to career. (See Appendix A, Attachment B, page **292**, CBA)

Article 7.1.B.4 & 7.1.B.5

PSE WORK ASSIGNMENTS
Article 7.1.B.4 and 7.1.B.5 establish District caps for PSEs

In the Clerk Craft:

- The total number of PSEs used in mail processing (Function 1) within a District will not exceed twenty percent (20%) of the total number of career mail processing (Function 1) Clerk Craft employees within that District, except in accounting periods 3 and 4.
- The total number of PSEs used in retail/customer services (Function 4) within a District will not exceed twenty percent (20%) of the total number of career retail/customer services (Function 4) Clerk Craft employees within that District.
- The number of PSEs derived from the retail/customer services (Function 4) percentage may be used in Function 1 and when doing so will not count against the twenty percent (20%) mail processing (Function 1) District cap. (For example, if the permissible number of PSEs in Function 4 is ten (10), those ten (10) PSEs may be used in Function 1 and when so used will not count against the mail processing (Function 1) District PSE cap.) A PSE hired under the mail processing (Function 1) PSE percentage may be used in Function 4, but when doing so must be counted against the twenty percent (20%) retail/customer service (Function 4) District cap.

- NOTE: PSEs employed in POStPlan offices will not count against the twenty percent (20%) District cap except as provided for in the POStPlan Memo Re: *POStPlan: Staffing of Offices, Filling of Assignments, PSE Usage and Conversions dated 9/22/2014*. In Level 22 and above offices, PSEs in retail/customer services (Function 4) who work the window will not exceed ten percent (10%) of the career retail clerks in that installation whose duties include working the window. The rounding up rule of .5 and above applies.
- In Level 21 and below offices, PSEs in retail/customer services (Function 4) who work the window will not exceed twenty percent (20%) of the career retail clerks in that installation whose duties include working the window. The rounding up rule of .5 and above applies.
- For purposes of determining the percentages of PSEs who may work the window any career clerks are counted (both FTR and PTF) whose duty assignments include a position description with window responsibility (e.g., SSA, SSDA, LSSA, etc.). Window duties will not be unnecessarily added to duty assignments solely to circumvent this restriction.
- The total number of PSEs used within an International Service Center (ISC) will not exceed twenty percent (20%) of career clerks in the facility. The twenty percent (20%) limitation in the ISCs will not apply in accounting periods 2 and 3 (LAX and SFO) and in accounting periods 3 and 4 (MIA, JFK and ORD).

- A Clerk Craft PSE hired in one (1) installation may be utilized in a different installation when needed. However, such utilization should not be to the detriment of PTF clerks available through the HUB Clerk MOU and, if utilized in retail/customer service (Function 4) the PSE would be subject to the gaining installation's PSE caps for that function. If the gaining office is in a different District, the PSE must be counted against both Districts' PSE caps.

ADDITIONAL PROVISIONS AFFECTING PSE CAPS

Any non-APWU bargaining unit employee on light or limited duty in an APWU craft or on a rehabilitation assignment in an APWU craft who does not hold a bid assignment will not be counted as a career employee for the purpose of determining the number of PSEs who may be employed in that APWU craft.

In addition to the caps in Article 7.1.B.4, PSEs will not be counted towards the allowable percentages of PSEs within a District when employed for new work that is brought into the bargaining units covered by this Agreement including work being contracted out that is brought in-house, as follows:

a. In the Clerk Craft, in any former Contract Postal Unit (CPU) that is brought back in-house, unless it is a full-service unit or it primarily provides postal services.

b. The Employer and the Union may agree upon the use of additional PSEs in other circumstances when new or contracted work is brought in-house, or when new retail initiatives that are not full-service post offices are established.

c. **The parties agree to expand the postal support employee (PSE) District cap by an additional ten (10) PSEs per each of the 46 Package Support Annexes (PSAs) identified in the list below. The ten (10) additional PSEs per each PSA may be assigned to work in any facility within the installation that includes the PSA.**
(See pages 307-309, CBA)

Article 7.1.B.8

REPORTING REQUIREMENTS

The Postal Service is required to provide a report, every four (4) week reporting period, with information needed to monitor compliance with the PSE cap provisions. This compliance report will include the total number of career bargaining unit employees and PSEs by craft, function, installation and District.

Article 7.1.B.9

POSTAL SUPPORT EMPLOYEE (PSE) TERM LIMIT

PSEs will be hired for a term, based on operational need, not to exceed 360 calendar days per appointment. There is no intent to separate a PSE for more than five (5) days to disallow health benefits.

Article 7.2.A

COMBINING WORK IN DIFFERENT CRAFTS

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

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

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

Article 7.2.B and 7.2.C

WORK ASSIGNMENTS

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

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

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

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

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

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

Article 7.3.A.1

EMPLOYEE COMPLEMENTS

With respect to the Clerk Craft, there will no longer be part-time flexible (PTF) employees working in Function 1 or in post offices Level 21 and above. Just as the parties have historically done with 200-workyear offices, while the actual level of the office may change during the life of the **2021** Agreement, the office will continue to be considered the same level it was on **February 28, 2022** for purposes of PTF complement.

Part-time flexible (PTF) employees may work in Function 4 offices Level 20 and below. Offices, Level 20 and below, remain subject to the Article 7.3.B obligations to maximize the number of full-time employees and minimize the number of part-time flexible employees who have no fixed schedules.

Article 7.3.A.2

With respect to the Motor Vehicle Craft, part-time flexible (PTF) employees will be capped at twenty percent (20%) of the Motor Vehicle Craft career complement by installation. The rounding up rule of .5 shall apply.

With respect to all other crafts, installations shall be staffed in accordance with the provisions of this Agreement.

Article 7.3.C

CONVERSION OF ASSIGNMENTS TO FULL-TIME POSITIONS

A part-time flexible employee working eight (8) hours within ten (10), on the same five (5) days each week and the same assignment over a six-month period will demonstrate the need for converting the assignment to a full-time position.

Article 7.3.D

PART-TIME REGULAR RATIO

The total number of part-time regular employees who may be employed shall not exceed 2.5% nationwide of the total number of career employees in the Maintenance Craft.

OFFICE SIZE

The crafts covered by the 1978 National Agreement—i.e., clerk, motor vehicle, maintenance, letter carrier and mail handler—are counted when an Agreement provision refers to the number of employees or "workyears" in an office, facility or installation.

Whether an installation is classified as a 200 workyear office is determined as of the National Agreement's effective date. The hours of bargaining-unit employees in the crafts covered by the 1978 National Agreement are counted in making this determination. (MOU, page **307**, CBA)

The workyears are determined by summing all paid hours in the twelve months preceding the effective date of the Agreement and dividing the sum by 2080.

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

FULL-TIME FLEXIBLE MEMORANDUM

Conversions to full-time are required when the following requirements are met:

- the part-time flexible employee works at least thirty-nine hours per week during the previous six (6) months (paid leave hours count as work hours, except where taken to round out to forty hours);
- the part-time flexible employee worked practically five (5) eight-hour days each service week during the six-month period (consistent with the above thirty-nine-hour requirement);
- the employee works in an office with 125 or more workyears;
- the part-time flexible employee was not working in a withheld position during the period;
- the work was performed in the employee's craft, occupational group and installation.

If a part-time flexible employee meets the above criterion, the senior part-time flexible employee must be converted to full-time flexible. Such employee has a flexible schedule which is established week-to-week and posted on the Wednesday preceding the service week. The schedule may involve varying daily reporting times, varying nonscheduled days and varying reporting locations within the installation depending on operational requirements.

Employees converted to full-time flexible status are considered unassigned (unencumbered in the Clerk Craft) full-time employees who may bid on posted duty assignments or be assigned to residual duty assignments. Full-time flexible assignments are incumbent only assignments and are not filled when vacated.

Note: Conversions required pursuant to the Full-Time Flexible Memorandum shall be in addition to (but not duplicative of) conversions that may be required pursuant to Article 7.3.A, B and C.

REMEDIES

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

A. Paid the straight-time rate for any hours less than forty hours (five (5) eight-hour days) worked in a particular week. Paid the eight-hour guarantee for any day of work beyond five (5) days.

B. If appropriate, based on the aforementioned, paid the applicable overtime rate.

C. Further, the schedule to which the employee is assigned when converted will be applied retroactively to the date the employee should have been converted and the employee will be paid out-of-schedule pay.

D. Where application of Items A-D above, shows an employee is entitled to two (2) or more rates of pay for the same work or time, management shall pay the highest of the rates.

NOTE: Effective December 1, 2007 there will be no clerk part-time flexible employees in 200 or more workyear offices.

Effective August 27, 2011, there will no longer be casual employees in the APWU represented crafts; effective August 27, 2011, there will be no clerk part-time flexible employees in Function 1 or in post offices Level 21 and above; and effective August 27, 2011, there will no longer be part-time regular (PTR) employees in the Clerk Craft.

ARTICLE 8
HOURS OF WORK

Article 8.1

WORK WEEK

Article 8.1 defines the work week for full-time regular employees in traditional full-time regular duty assignments. Shorter or longer work weeks will, however, exist for full-time employees in non-traditional full-time (NTFT) duty assignments, in the Clerk Craft. Part-time regulars in the Maintenance Craft have schedules of less than 40 hours.

The work week for employees in non-traditional full-time (NTFT) duty assignments will be in accordance with the non-traditional full-time (NTFT) duty assignments MOU and the overtime rules for non-traditional full-time (NTFT) duty assignments.

Article 8.2.A

SERVICE WEEK

Article 8.2.A defines the service week for bargaining unit employees. The service week begins at 12:01 a.m. Saturday and ends at 12 midnight the following Friday. Defining the service week enables the parties to establish and enforce rules covering weekly work hour guarantees, limits on weekly work hours, overtime paid for work over a certain number of hours during a service week, etc.

The service week is not necessarily the same as a "week" for vacation planning purposes and the "FLSA work week" has a different definition.

Article 8.2.B

SERVICE DAY

Article 8.2.B defines the service day as the calendar day on which the majority of an employee's work is scheduled. When the work schedule is distributed evenly over two (2) calendar days, the service day is the calendar day on which the work schedule begins.

FIVE-MINUTE LEEWAY RULE

This rule applies to full-time and part-time regular employees. Notably, the five-minute rule also applies to part-time flexible, casual and temporary employees but they are paid on the basis of their actual clock rings.

The five-minute leeway rule does not negate the requirement to clock in and clock out on time. Rather, the five-minute leeway rule allows employees up to five (5) minutes to clock in/out where congestion at a time clock or other conditions (such as a slight variance in the time recording device) result in the employee not clocking in or out at the employee's scheduled time.

A deviation **<u>may be allowed</u>** (emphasis added) from the scheduled time for a clock ring up to 0.08 hours (five (5) minutes). Once an employee's time on the clock exceeds his/her established daily work schedule by more than five (5) minutes, the total time for that day becomes payable time.

Management should ensure that an employee does not accumulate a daily total of more than five (5) minutes of time on the clock in excess of the employee's scheduled work time unless, of course, the employee is assigned to work overtime.

Article 8.2.C

FULL-TIME SCHEDULE

The work week for all full-time employees, consists of five (5) service days, each consisting of eight (8) hours per day within ten (10) consecutive hours and forty hours per week. In all offices with more than 100 full-time employees in the bargaining units, the eight (8) hours per day must be within nine (9) consecutive hours.

The schedule of a full-time regular must include fixed or rotating days off and as far as practicable the five (5) days of a fixed regular schedule shall be consecutive days within the service week.

The work schedule for employees in non-traditional full-time (NTFT) duty assignments will be in accordance with the non-traditional full-time (NTFT) duty assignments MOU and the overtime rules for non-traditional full-time (NTFT) duty assignments.

Article 8.2.D

CONSECUTIVE DAYS OFF

Employees occupying FTR duty assignments (traditional and NTFT) in postal installations which have 200 or more workyears of employment in the regular workforce, career employees in mail processing operations, transportation and vehicle maintenance facility operations will have consecutive days off, unless otherwise agreed to by the parties at the Local Level. For employees occupying NTFT duty assignments, if the NTFT schedule has three (3) or more scheduled days off, at least two (2) must be consecutive.

MODIFIED WORK WEEK

The National parties negotiated an exception to the Article 8.2 work schedule rules that authorizes and establishes the standards for four-day work schedules.

Consistent with the following, the Local parties may mutually agree to establish and implement a modified work week program in one (1) or more operations within an installation.

- A modified work week is defined as four (4) service days, each consisting of ten (10) hours within twelve (12) consecutive hours, except that it shall be ten (10) hours within eleven (11) consecutive hours in all offices with more than 100 full-time bargaining unit employees. A modified work week can be applied only to full-time regular duty assignments.

- Any such modified work week program is subject to the following conditions:

  1. Either management or the Union at the Local Level may choose to negotiate or not negotiate a modified work week. A decision by management or the Union not to participate in a modified work week program is not subject to the Article 30 impasse process, the grievance/arbitration procedure, or appealable in any other forum.

2. Cancellation of either Local party's involvement in a modified work week program will be automatic upon thirty days written notice. Cancellation by either party is not subject to the grievance/arbitration procedure or appealable in any other forum.

3. Rules established by the parties at the National Level in the "Modified Work Week (10/4) Guidelines" or its amendments must be followed.

4. Alleged violations of modified work week agreements are subject to the Article 15 grievance procedure.

5. Except as provided for in this section or the Modified Work Week Guidelines (see note below), a modified work week program cannot be inconsistent or in conflict with the National Agreement.

NOTE: (the modified work week guidelines are established in a Memorandum of Understanding which is part of the National Agreement). **(CBA, Pages 323-326)**

Article 8.3

WORK WEEK – PART-TIME EMPLOYEES

The normal work week under Article 8.2.C applies only to full-time employees, not part-time flexible, part-time regular, or PSE employees.

Only full-time regulars in traditional duty assignments have daily eight-hour or weekly forty-hour guarantees. Full-time regular employees in non-traditional full-time (NTFT) duty assignments have daily and weekly guarantees based on the bid schedule as posted.

NOTE: In the Clerk Craft, when PSEs opt, on a seniority basis, for fulltime (traditional and non-traditional) vacant, residual assignments, in the installation for which they are qualified and which are not assigned to career employees, such opting does not create any work hour or assignment guarantees.

A part-time flexible "shall be available to work flexible hours as assigned by the Employer during the course of a service week," and may be scheduled to work more or less than five (5) days per week and more or less than eight (8) hours per day.

Part-time flexible clerks from other installations may not be loaned into 200 workyear installations.

Part-time flexible clerks from other installations may not be loaned into Function 1 mail processing, or post offices Level 21 and above.

EXCEPTIONS

All PTFs will be guaranteed a minimum of one (1) nonscheduled day each service week, except during the peak season exception period. Management will notify PTF employees of their assigned nonscheduled day by the Wednesday preceding the service week.

PSEs will be scheduled in accordance with Section 2.A and B, of this Article. **All PSEs will be offered a minimum of one (1) nonscheduled day each service week, except during the peak season exception period. Management will notify PSEs of their assigned nonscheduled day by the Wednesday preceding the service week.**

Article 8.4.A

POSTAL OVERTIME

All career bargaining unit employees are paid postal overtime for time spent in a pay status in excess of eight (8) hours in a service day and/or in excess of forty (40) hours in a service week. Time in a pay status includes actual work hours and paid leave. Full-time regular employees who are scheduled and report to work on their nonscheduled day, receive overtime pay for the hours worked that day regardless of their pay status the remainder of the week. Leave cannot be granted to a part-time flexible who has already been in a paid status for eight (8) hours in a service day or forty (40) hours in a service week.

The contractual overtime rate of pay is one and one-half (1½) times the basic straight-time rate. The overtime rate for part-time flexible employees is the same as the overtime rate for full-time regulars in the same step and grade. This rate is slightly less than one and one-half (1½) times the part-time flexible basic straight-time hourly rate. This is a consequence of part-time flexible employees receiving a slightly higher regular straight-time hourly rate than full-time regulars in order to compensate them for not receiving paid holidays.

Postal overtime for employees in non-traditional full-time (NTFT) duty assignments will be in accordance with the overtime rules for non-traditional full-time (NTFT) duty assignments.

Employees in NTFT duty assignments will be guaranteed eight (8) hours on any nonscheduled day.

FLSA OVERTIME

Totally independent of the National Agreement are the provisions of the Fair Labor Standards Act (FLSA) which govern overtime for all non-exempt employees who work more than forty hours during their FLSA work week.

The FLSA overtime rate is one and one-half (1½) times the employee's "regular rate" of pay for all hours of actual work in excess of forty hours in the FLSA work week. "Regular Rate" of pay is defined in the ELM, Section 444.21. Because certain pay premiums are included in the calculation of the FLSA overtime rate, an employee may receive a higher rate of pay for FLSA overtime than for postal overtime.

Overtime built into a non-traditional full-time assignment (exceeding 40 hours in a week) will be FLSA overtime and not subject to Article 8.5, OTDL, or LMOU scheduling rules.

Article 8.4.B

OUT-OF-SCHEDULE PREMIUM

Out-of-schedule premium regulations are contained in Section 434.6 of the Employee and Labor Relations Manual and provide that out-of-schedule premium is paid at the postal overtime rate to eligible full-time bargaining unit employees for time worked outside of, and instead of, their regularly scheduled work day or work week when working on a temporary schedule at the request of management.

Only full-time employees may receive out-of-schedule pay and they do not receive out-of-schedule pay when their schedule is changed to provide limited or light duty, when they attend a recognized training session, or when they are allowed to make up time due to tardiness in reporting for duty.

Bargaining unit employees temporarily detailed to nonbargaining unit positions pursuant to the National Agreement are not entitled to out-of-schedule premium. Out-of-schedule premium regulations are applicable only in cases where management has given advance notice of the change of schedule by Wednesday of the preceding service week.

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

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

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

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

The hours worked which result in paid hours in excess of eight (8) hours per service day or forty hours per service week are paid at the overtime rate.

When a full-time employee temporarily changes his/her regularly scheduled work hours/days for the employee's own convenience, management is not required to pay out-of-schedule premium when a change in a full-time employee's schedule meets all three (3) of the following conditions:

1. the requested change in schedule is for the personal convenience of the employee, not for the convenience of management;

2. the employee has signed a PS Form 3189, *Request for Temporary Schedule Change for Personal Convenience*;

3. management and the Union's representative (normally the certified steward in the employee's work location) agree to the change and both sign the Form 3189.

Employees in non-traditional full-time (NTFT) duty assignments will normally work the number of hours (daily and/or weekly) identified in their bid assignment, except in an emergency.

These employees are entitled to out-of-schedule premium for hours worked outside their normal schedule.

Article 8.4.C - 8.4.E

PENALTY OVERTIME

The penalty overtime rate is two (2) times the basic straight-time hourly rate. Article 8.4.E establishes that, excluding December, part-time flexible employees and postal support employees are paid at the penalty overtime rate for all work in excess of ten (10) hours in a service day or fifty-six hours in a service week.

Article 8.4.D provides that full-time regular employees are paid at the penalty overtime rate for any overtime work in contravention of the restrictions in Article 8.5.F.

A full-time employee is entitled to receive penalty overtime pay for work beyond the limits stated in Article 8.5.F, excluding December, which are:

- overtime worked on more than four (4) of the employee's five (5) scheduled days in a service week;
- work over ten (10) hours on a regularly scheduled day;
- work over eight (8) hours on a nonscheduled day; or
- work over six (6) days in a service week.

Employees in non-traditional full-time (NTFT) duty assignments are paid at the penalty overtime rate in accordance with the overtime rules for non-traditional full- time (NTFT) duty assignments.

Article 8.4.E also applies to part-time regulars.

Article 8.4.F

Night-shift is added to overtime premium rates because the night-shift differential is not a "premium" for the purpose of this section.

Article 8.4.G

OVERTIME WORK – PSE EMPLOYEES

PSEs shall be paid overtime for work performed only after eight (8) hours on duty in any one (1) service day or forty (40) work hours in any one (1) service week. Overtime pay for PSEs is to be paid at the rate of one and one-half (1-1/2) times the basic hourly straight-time rate.

Article 8.4.C, 8.4.E, and 8.4.F related to penalty overtime, will apply to PSEs. Excluding December, PSEs will receive penalty overtime pay for all work in excess of ten (10) hours in a service day or fifty-six (56) hours in a service week. Wherever two (2) or more overtime or premium rates may appear applicable to the same hour or hours worked by a PSE, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the PSE's applicable rates shall apply.

When an opportunity exists for overtime for qualified and available full-time employees, doing similar work in the work location where the employees regularly work, prior to utilizing a PSE in excess of eight (8) work hours in a service day, such qualified and available full-time employees on the appropriate Overtime Desired List will be selected to perform such work in order of their seniority on a rotating basis.

Article 8.5

Overtime built into a non-traditional full-time assignment (exceeding 40 hours in a week) will be FLSA overtime and not subject to Article 8.5, OTDL, or LMOU scheduling rules.

Article 8.5.A

When an employee requests his/her name be removed from the overtime list, the request will be granted. However, management does not have to immediately honor the request if the employee is needed for overtime work on the day the request is made or scheduled for overtime in the immediate future. Once an employee is removed from the Overtime Desired List, he/she will only be permitted to place their name back on the list in accordance with Article 8.5.A.

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

RELIEF AND POOL (CLERK CRAFT)

The following rules address how relief and pool clerks are placed on an Overtime Desired List:

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

NOTE: See Article 37 Q&A's #233-255, Relief and Pool Clerk assignments.

CHANGE OF TOUR/WORK LOCATION

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

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

SCHEDULED ANNUAL LEAVE

Normally employees, including those on the Overtime Desired List, that have annual leave immediately preceding and/or following nonscheduled days will not be required to work overtime on their off days. However, employees may advise their supervisor in writing of their availability to work a nonscheduled day that is in conjunction with approved annual leave.

OVERTIME – ACTING SUPERVISOR

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

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

Article 8.5.D

OVERTIME – NON-LIST

One purpose of the Overtime Desired List is to avoid scheduling full-time employees not wishing to work overtime. However, if the Overtime Desired List does not provide sufficient qualified full-time regular employees for overtime work, Article 8.5.D permits management to require employees not on the overtime list to work overtime on a rotating basis starting with the junior employee.

Full-time career Clerk Craft employees who are not on the Overtime Desired List and are in the same facility with employees working in NTFT duty assignments of less than forty (40) hours in the same functional area and overtime section(s), as defined in the Local Memorandum of Understanding will not be required to work overtime except in an emergency, as defined in Article 3, Section F.

Article 8.5.E

EXCUSED FROM OVERTIME

Article 8.5.E is intended to serve as a guideline when management considers whether to excuse an employee from overtime work because of an "exceptional" situation.

Article 8.5.F and Article 8.5.G

OVERTIME PROVISIONS

Article 8.5.F provides that excluding the month of December, no full-time regular employee will be required to work overtime on more than four (4) of the employee's five (5) scheduled days in a service week or work over ten (10) hours on a regularly scheduled day, over eight (8) hours on a nonscheduled day, or over six (6) days in a service week.

Employees on "sectional" Overtime Desired Lists as identified through Article 30 may not be used in other "sections" to avoid the payment of penalty pay.

Article 8.5.F applies to full-time regulars and full-time flexible employees. Work hours and paid leave are both considered "work" for the purposes of administering Article 8.5.F and 8.5.G.

WORK HOUR LIMITATIONS

Article 8.5.G provides that employees on the Overtime Desired List may be required to work up to twelve (12) hours per day and sixty (60) hours per week. Normally, employees on the Overtime Desired List who don't want to work more than ten (10) hours a day or fifty-six hours a week shall not be required to do so. An asterisk may be used on the

Overtime Desired List to distinguish between those who wish to work more than ten (10) hours and those who do not. However, employees who have elected the ten (10), fifty-six-hour option, must work overtime (up to twelve (12) or sixty (60) hours), prior to requiring a full-time employee not on the overtime list to work overtime.

The overtime limits in Article 8.5.G apply only to full-time regulars and full-time flexible employees. However, Part 432.32 of the Employee & Labor Relations Manual (ELM) provides the following rule: Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the PMG (or designee), part-time flexible employees may not be required to work more than twelve (12) hours in one (1) service day. In addition, the total hours of daily service, including scheduled work hours, overtime, and mealtime, may not be extended over a period longer than twelve (12) consecutive hours.

Because the above referenced regulation limits total daily service time to twelve (12) hours, including work and mealtime, an employee is effectively limited to twelve (12) hours (minus mealtime) per day of work. The Collective Bargaining Agreement creates exceptions to the general rule established under ELM 432.32. The only exception to this rule in the APWU National Agreement is for full-time employees on the Overtime Desired List who, in accordance with Article 8.5.G, "may be required to work up to twelve (12) hours in a day." Since "work" does not include mealtime within the meaning of Article 8.5.G, the "total hours of daily service" for full-time employees on the Overtime Desired List may extend over a period of twelve (12) hours plus mealtime. This exception does not apply to full-time regulars who are not on the Overtime Desired List.

The restrictions of Section 432.32 of the ELM also apply to postal support employees.

SIXTY-HOUR MAXIMUM

Employees sent home prior to the end of their regularly scheduled tour, because of the bar against working more than sixty hours in a service week, are entitled to be paid for the remainder of their scheduled day.

As a means of facilitating the foregoing, the parties agree that excluding December, once a full-time employee reaches twenty hours of overtime within a service week, the employee is no longer available for any additional overtime work. Furthermore, the employee's tour of duty shall be terminated once he or she reaches the 60th hour of work.

REMEDIES

The parties agree that with the exception of December, full-time employees are prohibited from working more than twelve (12) hours in a single work day or sixty (60) hours within a service week. In those limited instances where this provision is or has been violated and a timely grievance filed, full-time employees will be compensated at an additional premium of fifty percent (50%) of the base hourly straight-time rate for those hours worked beyond the twelve or sixty-hour limitation. The employment of this remedy shall not be construed as an agreement by the parties that the Employer may exceed the twelve and sixty-hour limitation with impunity.

Article 8.6

SUNDAY PREMIUM

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

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

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

Article 8.7

NIGHT DIFFERENTIAL

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

An employee placed on administrative leave is entitled to the payment of night shift differential if they would have otherwise been eligible/entitled to such differential had they not been on administrative leave.

Article 8.8

GUARANTEES

Full-time and part-time regular employees are guaranteed four (4) consecutive hours of work (or pay in lieu of work) when called in outside of their regular work schedule on a regularly scheduled workday. This guarantee does not apply when the employee continues to work into the employee's regular scheduled shift.

Employees in NTFT full-time flexible duty assignments have weekly and daily guarantees based on the schedule of the posted bid duty assignment. They may be assigned weekly schedules (consistent with those guarantees) by Wednesday of the prior week which are considered their schedule for the purpose of administering the guarantee provisions.

A full-time employee (including those in NTFT duty assignments) called in on a nonscheduled day is guaranteed eight (8) hours of work (or pay in lieu thereof). A full-time employee scheduled to work their holiday or designated holiday is guaranteed the number of hours they would regularly work on that day.

A part-time flexible requested or scheduled to work is guaranteed **four (4**) hours of work (or pay in lieu of work). **To the extent practicable the four (4) hours should be consecutive. This is not intended to supersede any local past practice or LMOU agreement.**

PTFs will be guaranteed a minimum work schedule of twenty-four (24) hours per pay period.

NOTE: Effective as of December 1, 2007 there are no clerk part-time flexible employees in 200 or more workyear offices.

Any PSE who is scheduled to work and who reports shall be guaranteed two (2) hours of work or pay. Any PSE employee who is scheduled to work and who reports to work in a post office or facility with 200 or more workyears of employment shall be guaranteed four (4) hours of work or pay.

ELM, Section 432.62 provides that a part-time flexible who is called back to work on a day the employee completed his/her assignment and clocked out, is guaranteed four (4) hours of work or pay regardless of the size of the office. The two-hour or four-hour guarantee provided for in Article 8.8.C does not apply to part-time flexible employees who are initially scheduled to work, but called at home and directed not to report to work prior to leaving for work.

The four-hour daily work hour guarantee negotiated as part of the 2021-2024 National Agreement was specific to PTF employees and does not apply to full-time clerks assigned to NTFT duty assignments.

When a part-time flexible employee is notified prior to clocking out that he or she should return within two (2) hours, this will be considered as a split shift and no new guarantee applies.

When a part-time flexible employee, prior to clocking out, is told to return after two (2) hours, that employee must be given another minimum guarantee of **four** (**4**) hours work or pay.

All part-time flexible employees who complete their assignment, clock out and leave the premises regardless of interval between shifts, are guaranteed four (4) hours of work or pay if called back to work. This guarantee is applicable to any size office.

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

Article 8.9

WASH-UP TIME

Article 8.9 establishes a general obligation, enforceable through the grievance procedure, for installation heads to grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials.

Article 30.B.1 provides that Local parties may discuss the need for "*additional or longer wash-up periods*" during local implementation.

ARTICLE 8
QUESTIONS & ANSWERS

1. Can a part-time regular employee be assigned a regular schedule consisting of eight (8) hours in a day and forty hours in a week?

   Response: No, part-time regular employees are assigned a regular schedule consisting of less than eight (8) hours in a day and less than forty hours a week.

2. Can the hours of part-time regular employees be expanded on a temporary or day-to-day basis?

   Response: Part-time regular hours may be temporarily expanded beyond their fixed schedules only in emergency or unanticipated circumstances.

3. Does the reference to scheduling "part-time" employees in Article 8.3, Paragraph 2 apply to both part-time regulars and part-time flexible employees?

   Response: The reference to scheduling "part-time" employees "in accordance with the above rules" applies only to part-time regular employees.

4. Are part-time regular employees entitled to out-of-schedule premium or work performed outside their established schedule?

   Response: Part-time regular employees are assigned to regular schedules, with specific hours of duty, consisting of less than eight (8) hours in a service day and less than forty (40) hours in a service week. Regardless of the hours of their regular schedule, they do not earn overtime until they work more than eight (8) hours in a day or more than forty (40) hours in a week and they are not entitled to out-of-schedule premium. Such employees should normally work the number of weekly hours identified on their PS Form 50.

5. Are employees in NTFT duty assignments entitled to out-of-schedule premium for work performed outside their established schedule?

   Response: Employees in NTFT duty assignments will normally work the number of hours (daily and/or weekly) identified in their bid assignment, except in an emergency. These employees are entitled to out-of-schedule premium for hours worked outside their normal schedule.

6. Are postal support employees (PSEs) entitled to postal overtime?

   Response: Yes. The Workforce Benefits Fund Settlement extended additional overtime pay to postal support employees. PSEs now receive "postal" overtime including overtime pay after eight (8) hours of work in a service day, penalty overtime pay after ten (10) hours of work in a service day, and penalty overtime pay after fifty-six (56) hours in a workweek.

7. What is included in "paid hours" when calculating postal overtime eligibility?

   Response: Paid work hours and paid leave hours.

8. Is "out-of-schedule premium" considered "overtime"?

   Response: No. It is a premium paid to eligible full-time regular employees, at fifty percent (50%) of the employee's basic hourly rate, for time worked outside of, and instead of, their regular schedule, when working on a temporary schedule at the request of management.

9. Does the Overtime Desired List apply to part-time regular or part-time flexible employees?

   Response: The Overtime Desired List applies only to full-time employees.

10. May a full-time employee on limited or light duty be scheduled to work overtime?

    Response: Whether a full-time limited or light duty employee should be scheduled for overtime is dependent upon whether or not the employee's medical limitations would allow the employee to perform the needed duties.

11. Is management required to assign overtime to Overtime Desired List employees before utilizing a postal support employee (PSE) in excess of eight (8) work hours in a service day?

    Response: Qualified and available full-time employees on the appropriate Overtime Desired List will be selected to perform such work.

12. Is an employee who has been on military leave permitted to sign the Overtime Desired List after the start of the calendar quarter?

    Response: Yes, if the employee was on military leave at the time employees placed their names on the Overtime Desired List, the employee may place his/her name on the list immediately upon return from military leave.

13. Is the Overtime Desired List used for holiday scheduling?

    Response: The Overtime Desired List is not used when preparing the prescribed holiday schedule posting for holiday coverage. If the need for additional full-time coverage is determined after the holiday schedule is posted, then recourse to the Overtime Desired List would be appropriate.

14. May management unilaterally remove an employee's name from the Overtime Desired List if the employee refuses to work assigned overtime?

    Response: No, however, employees on the Overtime Desired List are required to work overtime unless excused pursuant to Article 8.5.E.

15. Must all employees on the Overtime Desired List be utilized twelve (12) hours per day before an employee not on the list works any overtime?

    Response: Except when there is an operational window that cannot be met unless non-list employees are worked. At such time, list and non-list employees may be scheduled simultaneously. NOTE: Non-list employees, in facilities utilizing NTFT duty assignments in the same functional area and overtime section(s), cannot work overtime except in an emergency.

16. After a full-time employee reaches twenty (20) hours of overtime within a service week is he/she still available for overtime?

    Response: Once the employee reaches twenty (20) hours of overtime within a service week, the employee is no longer available for any additional overtime work.

17. Does paid leave count toward the twelve (12) and sixty (60) work limits?

    Response: Yes.

18. Is an employee sent home in the middle of the tour on a regularly scheduled day, because of the bar against employees working more than sixty (60) hours in a service week, entitled to be paid for the remainder of his/her scheduled day?

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

19. If a part-time flexible employee is converted to full-time regular status in the middle of a quarter, as defined in Article 8, Section 5.A, may the employee sign the Overtime Desired List?

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

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

    Response: "Holiday Worked Pay" is a premium paid to eligible employees for hours worked on a holiday. However, since employees are given credit for paid leave on a holiday, the "Holiday Leave" time would count toward the fifty-six and sixty-hour limits.

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

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

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

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

23. When an employee is called in to work overtime on their nonscheduled day, is the employee contractually guaranteed to work his/her bid position?

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

24. When do part-time flexible employee and PSE guarantees take effect?

    Response: When the employee reports to work as scheduled. No guarantee applies when the part-time flexible employee or PSE is notified prior to reporting to work that the previously scheduled work day is canceled.

25. Can a part-time flexible employee be returned to work on the same day without incurring another guarantee period?

    Response: When a part-time flexible employee is notified prior to clocking out that the employee should return within two (2) hours, this will be considered a split shift and no new guarantee applies. However, when a part-time flexible employee, prior to clocking out, is told to return after two (2) hours, that employee must be given another minimum guarantee of **four** (**4**) hours work or pay.

    All part-time flexible employees who complete their assignment, clock out and leave the premises regardless of the interval between shifts, are guaranteed four (4) hours of work or pay if called back to work. This guarantee is applicable to any size office.

26. What is the remedy if an employee on the Overtime Desired List is improperly bypassed?

    Response: If the Overtime Desired List employee is improperly bypassed and another employee on the Overtime Desired List is selected out of rotation, the bypassed employee is provided a similar make-up opportunity within ninety days of when the error is discovered; if no similar make-up opportunity is available within that ninety days, the employee is compensated at the overtime rate for a period equal to the opportunity missed.

    If the Overtime Desired List employee is improperly bypassed for another employee not on the Overtime Desired List, the bypassed employee will be paid at the overtime rate for the number of hours equal to the opportunity missed. When a question arises as to the proper administration on the Overtime Desired List at the Local Level, a steward may have access to appropriate overtime records.

27. Can full-time career Clerk Craft employees, who are not on the Overtime Desired List and are in the same facility with employees working in NTFT duty assignments in the same functional area and overtime section(s), be required to work overtime?

    Response: No. The only exception is in an emergency, as defined in Article 3, Section F.

28. Are full-time employees in NTFT duty assignments subject to Article 8.5, OTDL, or LMOU scheduling rules?

    Response: No. Overtime built into a NTFT duty assignment (exceeding 40 hours in a week) is FLSA overtime, not postal overtime, and therefore, is not subject to Article 8.5, OTDL, and LMOU scheduling rules. The only exception to requiring employees in NTFT duty assignments to work overtime will be that Holiday scheduling is accomplished under Article 11 and the LMOU pecking order.

29. Can employees in NTFT duty assignments sign the Overtime Desired List(s)?

    Response: Yes, however, on days when the regular NTFT duty assignment schedule is less than eight (8) hours, these employees would be considered unavailable for overtime.

30. Could employees in NTFT duty assignments, who sign the OTDL, and have a daily schedule of less than eight (8) hours, work the hours up to eight (8) at the out-of-schedule (OOS) premium, and then be available for overtime?

    Response: No. Employees in NTFT duty assignments will normally work the number of hours (daily and/or weekly) identified in their bid assignment, except in an emergency.

31. Are employees in NTFT duty assignments that have daily schedules longer than eight (8) hours paid overtime for hours in excess of eight (8)?

    Response: No. These employees would only receive overtime when they exceed their normal schedule for that day.

32. Are employees in NTFT duty assignments that have weekly schedules in excess of 40 hours paid overtime?

    Response: Not postal overtime. Employees with normal schedules in excess of forty (40) hours per week will receive postal overtime when in a pay status for more than the normal weekly schedule hours. However, these employees will receive FLSA overtime when their actual weekly work hours exceed forty (40).

33. When would a full-time employee in a NTFT duty assignment be entitled to penalty overtime?

    Response: These employees will receive penalty overtime as follows:

    - For daily schedules of ten (10) or less hours, penalty overtime is paid for hours over ten (10) in a pay status;
    - For daily schedules exceeding ten (10) hours, penalty overtime is not paid until hours in a pay status exceed the scheduled hours;

- For the first nonscheduled day an employee works in a service week, penalty overtime is paid for time in a pay status exceeding eight (8) hours;
- Should an employee work a second, third, or fourth nonscheduled day in a service week, penalty overtime is paid for those hours in a pay status;
- After an employee has worked overtime on four (4) days in a service week, penalty overtime will be paid for any subsequent hours exceeding the daily or weekly scheduled hours.

34. When would a PSE be entitled to penalty overtime?

    Response: PSEs will receive penalty overtime pay for all work in excess of ten (10) hours in a service day or fifty-six (56) hours in a service week.

35. Are employees in NTFT duty assignments subject to the 10, 12, 56, and 60-hour limitations?

    Response: Yes. (Exception: employees whose normal daily schedule exceeded ten (10) hours would be exempt from the 10-hour limitation for that day.)

36. Normally the employee in a NTFT duty assignment should not work more than the number of hours (daily and/or weekly) identified in their bid assignment, except in an emergency. What is considered to be an emergency?

    Response: Article 3.F provides the parties' mutual understanding of what constitutes an emergency situation: an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

37. If, on a particular day, two (2) hours of additional work is necessary, who should be scheduled when the two (2) clerks available within the section are: a) qualified non-OTDL NTFT employee (five (5) six-hour days ending tour at 3:00 PM) for two (2) hours of out-of-schedule premium; or b) qualified OTDL traditional schedule FTR ending tour at 3:00 PM for two (2) hours of overtime?

    Response: b) qualified OTDL traditional schedule FTR ending tour at 3:00 PM for two (2) hours of overtime. Absent an emergency, a non-OTDL NTFT employee should not be worked beyond their normal daily schedule.

38. Are clerks occupying NTFT duty assignments guaranteed the number of hours in their bid duty assignment?

    Response: Yes. The clerk's bid NTFT duty assignment establishes their minimum daily and weekly guarantees.

39. When an employee in a NTFT duty assignment is routinely scheduled to work additional hours (compensated at the out-of-schedule rate) each week, must the assignment be reposted?

    Response: Employees in NTFT duty assignments will normally work the number of hours (daily and/or weekly) identified in their bid assignment, except in an emergency.

40. Can a clerk employee, in a NTFT duty assignment, who is not on the OTDL, be required to work one (1) or more of their scheduled off days?

    Response: Full-time career Clerk Craft employees who are not on the Overtime Desired List and are in the same facility with employees working in NTFT duty assignments of less than forty (40) hours in the same functional area and overtime section(s), as defined in the Local Memorandum of Understanding will not be required to work overtime except in an emergency, as defined in Article 3, Section F.

41. May OTDL employees in NTFT duty assignments be required to work more than eight (8) hours on any nonscheduled day?

    Response: Yes. They are subject to the normal overtime rules in Article 8 and the LMOU (including penalty overtime).

42. Employees in NTFT duty assignments will normally work the number of hours (daily and/or weekly) identified in their bid assignment, except in an emergency and are entitled to out-of-schedule premium for hours worked outside of their bid schedule. Would an employee in a NTFT duty assignment receive out-of-schedule premium if required to assume a traditional full-time schedule for one (1) or more days in order to participate in recognized training?

    Response: No. Training is one of the recognized exceptions to the out-of-schedule premium requirement. An employee in a NTFT duty assignment, for example, who must attend window training after bidding a SSA duty assignment, would not be eligible for out-of-schedule premium when assigned to a traditional schedule to accommodate the training.

43. Will part-time flexible (PTF) employees be allowed to volunteer to work their guaranteed nonscheduled day?

Response: Part-time flexible (PTF) employees may volunteer to work their guaranteed nonscheduled day. Management has discretion to determine if a PTF is needed on a nonscheduled day.

44. Is the Postal Service required to schedule full-time clerks assigned to NTFT duty assignments a minimum of four-hours a day based on the 2021-2024 contractual provisions?

Response: No. The four-hour daily work hour guarantee negotiated as part of the 2021-2024 National Agreement was specific to PTF employees. Exception: This does not waive any other applicable contractual provisions, agreements, past practice, and LMOU language (e.g., NTFT MOU, two (2) Hours or Less of Custodial Work MOU, Article 37.3.A.1). The NTFT MOU requires that before implementing any new non-traditional assignments in Function 4, the Local Union will have the opportunity to review, comment, make suggestions and propose alternatives. (Page 29, CBA, Article 8.C)

ARTICLE 9
SALARIES AND WAGES

Article 9 sets forth the amounts and timing of salary increases including general wage increases and cost-of-living adjustments (COLA). postal support employees (PSEs) will receive general increases and wage adjustments in accordance with the PSE MOU and Article 9.7. PSEs do not receive COLA or step increases.

Article 9.2

Whether employees from other bargaining units who voluntarily transfer into APWU crafts will be treated as new career employees for purposes of pay schedule step progression under the new APWU CBA depends on the employee's original date of career hire. Employees from other bargaining units should be placed in the APWU salary schedule based on current change to lower level, reassignment, and promotion rules.

Employees who were hired as career employees prior to May 23, 2011 will progress to the top steps found in the 2006 APWU CBA. Employees who were hired as career employees as of May 23, 2011, or thereafter will progress to the top steps found in the 2010 APWU CBA.

For example, an employee hired into a career position prior to May 23, 2011 who voluntarily transfers to a Level 6 clerk position will progress to Step O. An employee hired as of May 23, 2011, and after who voluntarily transfers to a Level 6 clerk position will progress to Step J.

New levels/steps were added and levels/steps adjusted in the 2021 Collective Bargaining Agreement. (Pages 330-331, CBA)

Article 9.3

COST OF LIVING ALLOWANCE (COLA)

The Postal Service and the APWU use the Consumer Price Index for Urban Wage Earners and Clerical Workers, CPI-W, which is published by the Bureau of Labor Statistics on a monthly basis. The formula on which COLA payments are based is one cent per hour for each full 0.4 change in the CPI-W. Each COLA payment shall become a permanent part of basic salary.

Should the BLS decide to discontinue the CPI-W (1967=100) during the life of this Agreement, the parties will use instead the CPI-W (1982-84=100), which measures price changes the same way but with a base period of 1982-84=100 and the COLA formula detailed in Section 3.C would be changed to ensure that APWU employees receive COLA payments equal to what they would have received under the CPI-W (1967=100).

Article 9.5

STEP INCREASE

When an employee has been on leave without pay (LWOP) for thirteen weeks or more during the waiting period for a periodic step increase, the scheduled date for that employee's next step increase will be deferred. The length of the deferral period is based on the total number of weeks that the employee has been on LWOP.

The time that an employee is carried in an LWOP status for military furlough, official Union business or while on the rolls of the Office of Workers' Compensation Programs is exempt from this provision.

Only whole days of LWOP are counted for step deferral purposes; a day on which an employee works part of the day and uses LWOP in lieu of annual or sick leave for the remainder of the day does not count.

Current instructions require written advance notice when an employee's step increase is to be withheld. Periodic step increases will not be withheld for reasons of unsatisfactory performance and all other aspects of the current step increase procedure remain unchanged.

Article 9.6

SALARY RATE RETENTION PROVISIONS

The following three (3) salary rate retention provisions are defined in the Employee and Labor Relations Manual, Section 421.5 as follows:

(1) ***PROTECTED RATE***: A career employee assigned to a lower grade position will continue to receive the salary paid in the previous grade, for a maximum period of two (2) calendar years provided the requirements of ELM, Section 421.511 are met.

(2) ***SAVED RATE:*** An employee receives permanent "saved rate" salary protection when management gives him/her a permanent, nondisciplinary and involuntary assignment to a lower grade due to a management action such as a change in job ranking criteria affecting more than one person under the same job description. Saved rate protection is also available to employees receiving a "red circle" salary amount in excess of the maximum for the grade. (ELM, Section 421.52)

(3) ***SAVED GRADE:*** Article 4.3 and ELM, Section 421.53 both provide that an employee's salary rate is retained indefinitely if his or her job is eliminated due to mechanization or technological change, until such time as the employee fails to bid or apply for a position in his or her former wage level.

An employee assigned to a lower level, who voluntarily bids does not lose their protected status because a voluntary bid under these circumstances is not considered a voluntary reduction.

SALARY CHECKS

Salary checks generally are distributed on the date printed on the salary check. If they are available at the employee's pay location, salary checks and earnings statements can be distributed on a date other than the salary check date under the following conditions:

(1) After local banks close on Thursday, to employees whose regular tour of duty ends after local banks close on Friday; or

(2) At the end of the employee's tour on Thursday, to those employees who are not scheduled for duty on a Friday payday or are scheduled for leave on a Friday payday; or

(3) When Friday is a national holiday and Thursday is a payday, at the end of an employee's tour on Wednesday for those employees meeting either condition 1 or condition 2 above.

Employees may complete Form 3077 to request forwarding of salary checks when the employee is on leave or on temporary detail away from his or her regular installation. Such requests may cover the period of leave or detail.

DIRECT DEPOSIT

The Postal Service honors employee requests to forward all or part of their salaries for credit to their accounts at financial organizations. The employee needs to complete and submit Form 1199-A, Direct Deposit. The Earnings Statement – Net to Bank for an employee who has direct deposit is mailed to the employee's address of record. This can also be accomplished through PostalEase.

Each employee is responsible to ensure that his or her address of record information is correct. Employees may update their current mailing address by submitting PS Form 1216, *Employee's Current Mailing Address*, to their human resources office.

TERMINAL PAY PROCESS

In accordance with the Terminal Pay Process Memo, any employee who is eligible for terminal payout(s) can contact the office from which they retired or separated from and make the appropriate arrangements. Management at such offices shall promptly distribute terminal leave and/or final payroll checks according to the written request of the former employee. This Memo applies only to how the terminal payment is to be distributed to the employee.

Where grievances are pending thereon, the USPS may not deduct any outstanding debts from the terminal leave or other payroll checks of retiring or separated employees before the grievance/arbitration procedure has been exhausted.

The USPS may not withhold the terminal leave and/or final payroll check(s) due a retiring or separated employee because that employee still has outstanding debts which are the subject of grievance(s) still pending within the grievance/arbitration procedure.

ARTICLE 10
LEAVE

Article 10 contains the general provisions concerning the leave program. Article 10 guarantees continuation of the leave program (Sections 1 and 2), outlines the national program for the use of annual leave through vacation planning (Sections 3 and 4), provides for sick leave (Section 5), and states certain additional leave rules concerning minimum leave charges and leave without pay (LWOP) (Section 6).

The rules governing the various types of leave are contained in several source documents:

- ELM, SUBCHAPTER 510. Article 10, Section 2 specifically incorporates the Employee and Labor Relations Manual (ELM), Subchapter 510. Subchapter 510, Sections 511-519, contains the specific regulations controlling leave for career bargaining unit employees.

- POSTAL SUPPORT EMPLOYEES. Leave provisions regarding PSEs are found in the Postal Support Employee MOU.

- LOCAL MEMORANDUM OF UNDERSTANDING (LMOU). Many features of bargaining unit employees' leave are governed by the LMOU, which is created and subsequently modified as a result of local implementation pursuant to Article 30 of the National Agreement.

- FEDERAL LAW. The Family and Medical Leave Act (FMLA) is a federal law that entitles eligible employees to time off to care for a new child, to care for a seriously ill family member and for an employee's serious medical problems. The detailed regulations governing the FMLA are found in the federal law and in the Code of Federal Regulations (29 C.F.R. Part 825).

This section of the JCIM explains the main provisions of Article 10, summarizes other important leave rules and gives references to more detailed rules concerning leave. It does not attempt to cover all of the detailed leave regulations contained in ELM, Section 510 or the FMLA.

LOCAL LEAVE POLICIES

Local attendance or leave instructions, guidelines, or procedures that directly relate to wages, hours, or working conditions of employees covered by the National Agreement, may not be inconsistent or in conflict with Article 10 or the Employee and Labor Relations Manual, Subchapter 510.

LEAVE SHARING PROGRAM

The current leave sharing program allows for employees to share annual leave with other postal employees. The current leave sharing requirements are:

- Career postal employees are able to donate annual leave from their earned annual leave account to another career postal employee, within the same geographic area serviced by a postal District.

- Career postal employees may donate annual leave to other family members that are career postal employees without restriction as to geographic location. Family members shall include son or daughter, parent, and spouse as defined in ELM Section 515.2.
- Single donations must be of eight (8) or more whole hours and may not exceed half of the amount of annual leave earned each year based on the leave earnings category of the donor at the time of donation.
- Sick leave, unearned annual leave, and annual leave hours subject to forfeiture (leave in excess of the maximum carryover which the employee would not be permitted to use before the end of the leave year), may not be donated.
- Employees may not donate leave to their immediate supervisors.
- To be eligible to receive donated leave, a career employee (a) must be incapacitated for available postal duties due to serious personal health conditions including pregnancy and (b) must be known or expected to miss at least forty more hours from work than his or her own annual leave and/or sick leave balance(s), as applicable, will cover, and (c) must have his or her absence approved pursuant to standard attendance policies. Donated leave may be used to cover the forty hours of LWOP required to be eligible for leave sharing.
- For purposes other than pay and legally required payroll deductions, employees using donated leave will be subject to regulations applicable to employees in LWOP status and will not earn any type of leave while using donated leave.
- Donated leave may be carried over from one leave year to the next without limitation. Donated leave not actually used remains in the recipient's account (i.e., is not restored to donors). Such residual donated leave at any time may be applied against negative leave balances caused by a medical emergency. At separation, any remaining donated leave balance will be paid in a lump sum.

Article 10.1 and 10.2

LEAVE PROGRAM

Article 10.1 and 10.2 guarantee continuation of the leave program and refer to the detailed leave regulations published in the ELM.

Subchapter 510 of the ELM contains the detailed Postal Service regulations concerning the administration of the leave program. There are several categories of leave available for absences: Annual Leave (Section 512), Sick Leave (Section 513), LWOP (Section 514), Court Leave (Section 516), Military Leave (Section 517), and Administrative Leave (Section 519). Within these sections there may be distinctions defined for bargaining unit, nonbargaining unit, full-time, part-time regular and part-time flexible employees. In addition, Section 515 contains regulations concerning absences covered by the Family and Medical Leave Act and Section 518 contains regulations concerning holidays.

Article 10 Section 2 has been updated as follows:

A. The leave regulations in Subchapter 510 of the Employee and Labor Relations Manual, insofar as such regulations establish wages, hours and working conditions of employees covered by this Agreement, other than PSE employees, shall remain in effect for the life of this Agreement.

B. Career employees will be given preference over noncareer employees when scheduling annual leave. This preference will take into consideration that scheduling is done on a tour-by-tour basis and that employee skills are a determining factor in this decision.

RESOURCE MANAGEMENT DATABASE (RMD)

The following rules address the use of RMD or eRMS:

- The purpose of RMD/eRMS is to provide a uniform automated process for recording data relative to existing leave rules and regulations.
- RMD/eRMS (or similar system of records) may not alter or change existing rules, regulations, the National Agreement, law, Local Memorandums of Understanding and agreements, or grievance settlements and awards.
- RMD/eRMS enables Local management to establish a set number of absences used to ensure that employee attendance records are being reviewed by their supervisor. However, it is the supervisor's review of the attendance record and the supervisor's determination on a case-by-case basis in light of all relevant evidence and circumstances, not any set number of absences that determine whether corrective action is warranted. Any rule setting a fixed amount or percentage of sick leave usage after which an employee will be, as a matter of course, automatically disciplined is inconsistent with the National Agreement and applicable handbooks and manuals. Any corrective action that results from the attendance reviews must be in accordance with Article 16 of the National Agreement.
- In accordance with the notice in the Federal Register in June 2000, the storage of RMD/eRMS documentation is covered by the Postal Service's Privacy Act System of Records, 170.020. Information maintained in the RMD/eRMS, including, but not limited to, social security numbers, must be in accordance with the rules and regulations regarding Privacy Act System of records. RMD/eRMS users must be authorized to have access to records covered by the Privacy Act System of Records and must comply with the Privacy Act, as well as handbooks, manuals and published regulations relating to leave and attendance.
- Supervisor's notes or records of article 16.2 discussions are not to be entered in the RMD/eRMS.
- All records of overturned disciplinary actions must be removed from the employee's personnel records kept by the supervisor, the employee's official personnel folder, as well as from RMD/eRMS. Management may cite only "live" disciplinary action as elements of past record in disciplinary action pursuant to Article 16.10, and if a disciplinary action has been modified, the disciplinary records must reflect the final disposition of an action.

- The RMD/eRMS is programmed to delete records of disciplinary action two (2) years from the time issued if there has been no disciplinary action initiated against the employee, in accordance with Article 16.10 of the National Agreement. However, employees are still responsible for making a written request to have such disciplinary action removed from their official folder.

- Supervisors may maintain copies, summaries or excerpts from other Postal Service personnel records, or records originated by the supervisor, in a system of records defined in ASM 120.190 as *Supervisors' Personnel Records.* However, information about individuals in the form of uncirculated personal notes and documents kept by Postal Service employees, supervisors, counselors, investigators, etc., which are not circulated to other persons, are not to be entered into RMD/eRMS. (If they are circulated, they become official records in a system of records and must be shown on request to the employee to whom they pertain). The copies, summaries, and excerpts kept in accordance with the ASM 120.190 system of records are destroyed (with the exception of disciplinary records) when the supervisor/employee relationship is terminated. All disciplinary records are transferred to the new supervisor, provided their retention period has not expired.

- Pursuant to the Employee and Labor Relations Manual (ELM) 513.332, employees must notify appropriate postal authorities of their illness or injury and expected duration of absence as soon as possible. Once an employee provides the expected duration of his or her absence, such employee is not required to call in again for the same absence. However, if the expected duration changes, the employee should notify management.

- In applying ELM 513.332 in the context of the RMD process, management may ask questions necessary to make FMLA determinations and to determine whether the absence is due to an on-the-job injury or for a condition which requires ELM 865 return-to-work procedures, but may not otherwise require employees to describe the nature of their illness/injury.

- When FMLA certification has already been provided, employees are only required to provide documentation for FMLA absences in excess of three (3) days, when they are requesting paid leave. When the request is for leave without pay, there is no requirement for additional documentation.

- Pursuant to ELM 513.361, when an employee requests sick leave for absences of three (3) days or less, "medical documentation or other acceptable evidence of incapacity for work or need to care for a family member is only required when an employee is on restricted sick leave (see ELM 513.39) or when the supervisor deems documentation desirable for the protection of the interests of the Postal Service." A supervisor's determination that medical documentation or other acceptable evidence of incapacitation is desirable for the protection of the interest of the Postal Service must be made on a case-by-case basis and may not be arbitrary, capricious, or unreasonable.

- Pursuant to ELM 513.362, when an employee requests sick leave for absences in excess of three (3) days (scheduled work days), employees are required to submit medical documentation or other acceptable evidence of incapacity for work for themselves or of need to care for a family member, and if requested, substantiation of the family relationship. Medical documentation from the employee's attending physician or other attending practitioner should provide an explanation of the nature of the employee's illness or injury sufficient to indicate to management that the employee was (or will be) unable to perform his or her normal duties for the period of absence. Supervisors may accept substantiation other than medical documentation if they believe it supports approval of the sick leave request.

- Pursuant to Article 10 of the National Agreement and applicable rules, for an approved absence for which the employee has insufficient sick leave, at the employee's option, such employees must be granted annual leave or leave without pay. When an employee's absence is approved, the employee may use annual and sick leave in conjunction with LWOP, consistent with the applicable leave regulations. In addition, an employee need not exhaust annual or sick leave prior to requesting LWOP.

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

INTERACTIVE VOICE RECOGNITION (IVR)

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

- Employee Identification Number (EIN) instead of social security number is used when employees call in for unscheduled absences to the Interactive Voice Response (IVR) system.

- Employees at IVR sites will need their Employee ID to complete their request for unscheduled leave. Employees not prepared to provide their EIN when the call is made will be prompted by the system to contact their supervisor.

ANNUAL LEAVE

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

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

Postal support employees (PSEs) earn annual leave in accordance with the PSE Annual Leave Provisions in the PSE MOU. New PSEs earn annual leave but are not credited with the leave and may not take it until they have completed 90 days of continuous employment under one (1) or more appointments, provided the PSE has sufficient accrued leave to cover the absence and has requested annual leave in accordance with the PSE Annual Leave Provisions, Section IV. Upon beginning any subsequent term after the 5-day break in service, a PSE does not have to wait an additional 90 days, but must have earned sufficient accrued leave to cover any requested and approved absence.

The parties agree that postal support employees (PSEs) with a minimum of 90 days of continuous service as a PSE prior to conversion to career status will be exempt from the 90-day qualifying period as written in the Employee and Labor Relations Manual (ELM) 512.313. Any break in service as required by Appendix A, Section 1.b will not impact this continuous service requirement.

On any given day, when a postal support employee (PSE) or a part-time flexible (PTF) employee requests and is approved annual leave, the amount of leave charged may not exceed the number of hours that the employee would have been scheduled to work up to:

1. a maximum of eight (8) hours in one (1) day;
2. 40 hours in any one (1) week;
3. 80 hours in any one (1) pay period.

If a dispute arises as to the number of hours a PSE or PTF would have been scheduled to work, the schedule is considered to have been equal to the average hours worked by other PSEs or PTFs in the same work location on the day in question.

Annual leave is paid at an employee's regular straight-time rate and is limited to a maximum of eight (8) hours during any single day.

Full-time employees in NTFT duty assignments are charged leave for the amount equal to the work hours of their regular daily scheduled hours or for the balance of their scheduled hours for part-tour leave. Employees in NTFT duty assignments will be subject to the same leave regulations as all other career employees with regard to the substitution of LWOP in lieu of annual leave. However, employees in NTFT duty assignments may elect at their option to utilize LWOP in lieu of annual leave for any hours in excess of forty (40) hours in a service week.

Bargaining unit employees typically use annual leave in three (3) ways:

(1) by applying in advance, normally based on seniority, for vacation time as specified in this article and in the Local Memorandum of Understanding;

(2) other requests for annual leave as needed throughout the year.

(3) emergency annual leave taken for emergencies.

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

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

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

ANNUAL LEAVE ACCRUAL – FULL-TIME

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

ANNUAL LEAVE ACCRUAL –
FULL-TIME EMPLOYEES IN NTFT DUTY ASSIGNMENTS

Employees in NTFT assignments with a regular schedule of 40 or more hours per week will receive an advance of annual leave equal to the maximum for their leave category. The employee will not receive additional annual leave credit for work hours in excess of 40 hours per week and excess hours will not be tracked as potential leave credit hours.

Employees in NTFT assignments with a weekly schedule of less than 40 hours per week will receive a pro-rated advance of annual leave in the same manner as a PTR per ELM Exhibit 512.312. For paid hours (hours worked and paid leave, not including donated leave) in excess of their scheduled amount, the employee will receive additional annual leave credit up to the maximum credit allowable for their leave category within the pay period. Excess hours that do not produce additional leave credit within the pay period will be tracked as potential leave credit hours and may produce additional leave credit in a future pay period as long as the total leave earned to date does not exceed the maximum allowed for a full-time employee.

When an employee in a NTFT duty assignment bids or is reassigned to/from traditional full-time assignments or to a NTFT assignment with a different scheduled work hour total per week, they will have their advanced annual leave amount adjusted to reflect the advanced leave policy for their position of record.

When during the leave year, an employee's absence, including that of an employee in a NTFT duty assignment, in a non-pay status totals the equivalent of one (1) pay period of regular service, credit for leave is reduced by the amount of leave earned by the employee in a pay period.

ANNUAL LEAVE ACCRUAL – PART-TIME

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

The parties agree that forty (40) hours of annual leave will be advanced to part-time flexible (PTF) employees, prorated to the end of the leave year for their first leave year as a PTF, and annually thereafter, unless and until the employee converts to full-time status.

ANNUAL LEAVE ACCRUAL – POSTAL SUPPORT EMPLOYEES

1. Accrual of Annual Leave. PSE employees earn annual leave based on the number of hours in which they are in a pay status in each pay period. (one (1) hour for each unit of twenty (20) hours in pay status in each pay period)

For PSEs whose assigned duty station is a Level 4 RMPO, upon completion of two (2) 360-day appointments, and immediately upon reappointment to any subsequent appointment thereafter, PSEs will earn one (1) additional hour of leave per pay period.

In all non-POStPlan offices, including APOs, upon completion of an initial 360-day appointment as a PSE and immediately upon reappointment to any subsequent appointment(s) thereafter, PSEs will be advanced forty (40) hours of annual leave. (PSE MOU, page 272 & 288-289, 339-340. CBA)

2. Biweekly Crediting. Annual leave accrues and is credited in whole hours at the end of each biweekly pay period.
3. Payment for Accumulated Annual Leave. A separating PSE employee may receive a lump-sum payment for accumulated annual leave subject to the following condition:
    a. A PSE employee whose separation is effective before the last Friday of a pay period does not receive credit or terminal leave payment for the leave that would have accrued during that pay period.

Additional PSE Annual Leave provisions covered in Appendix A, Attachment A, include:

II. Authorizing Annual Leave (PSE)

A. General. Except for emergencies, annual leave for PSE employees must be requested on Form 3971 and approved in advance by the appropriate supervisor.

B. Emergencies and Illness or Injury. An exception to the advance approval requirement is made for emergencies and illness or injury; however, in these situations, the PSE employee must notify appropriate postal authorities as soon as possible as to the emergency or illness/injury and the expected duration of the absence. As soon as possible after return to duty, PSE employees must submit Form 3971 and explain the reason for the emergency or illness/injury to their supervisor. Supervisors approve or disapprove the leave request. When the request is disapproved, the absence may be recorded as AWOL at the discretion of the supervisor as outlined in Section IV.B below.

III. Unscheduled Absence

A. Definition. Unscheduled absences are any absences from work that are not requested and approved in advance.

B. PSE Employee Responsibilities. PSE employees are expected to maintain their assigned schedule and must make every effort to avoid unscheduled absences. In addition, PSE employees must provide acceptable evidence for absences when required.

IV. FORM 3971, Request for, or Notification of, Absence

A. Purpose. Application for annual leave is made in writing, in duplicate, on Form 3971, Request for, or Notification of, Absence.

B. Approval/Disapproval. The supervisor is responsible for approving or disapproving application for annual leave by signing Form 3971, a copy of which is given to the PSE employee. If a supervisor does not approve an application for leave, the disapproved block on Form 3971 is checked and the reasons given in writing in the space provided. When a request is disapproved, the reasons for disapproval must be noted. AWOL determinations must be similarly noted.

ANNUAL LEAVE EXCHANGE

Through the end of the **2021** National Agreement, APWU career bargaining unit employees, including full-time regulars, part-time regulars (Maintenance Craft) and part-time flexibles, may sell back a maximum of forty hours of annual leave prior to the beginning of the leave year if they meet the following conditions:

- The employee must be at the maximum leave carry-over ceiling at the start of the leave year, and

The employee must have used fewer than 75 sick leave hours in the leave year immediately preceding the year for which the leave is being exchanged.

Article 10.3.A

VACATION PLANNING

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

Article 10.3.C

LOCAL MEMORANDUM OF UNDERSTANDING (LMOU)

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

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

ANNUAL LEAVE CARRYOVER

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

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

Article 10.3.D

DURATION OF CHOICE VACATION

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

Article 10.3.D.1 establishes that employees who have less than three (3) years of creditable service will be granted a maximum of ten (10) continuous days of annual leave. Article 10.3.D.2 establishes that employees with more than three (3) years of creditable service will be granted a maximum of fifteen continuous days of annual leave for their choice vacation period selection(s).

Under Article 30.B.7 an LMOU can determine whether the maximum number of days of continuous annual leave for choice vacation selection will be requested as a single unit of either ten (10) or fifteen continuous days or as two (2) separate units of either five (5) or ten (10) continuous days each. For instance, an employee who has fifteen days may request ten (10) continuous days of annual leave in May and five (5) continuous days in August.

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

This section establishes that employees may request annual leave in addition to their selection(s) for choice vacation period(s) (See Article 10.4.C).

Article 10.3.E

BEGINNING OF VACATION PERIOD

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

Article 10.3.F

JURY DUTY/CONVENTION LEAVE

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

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

Article 10.4.A

NEW LEAVE YEAR

Article 10.4.A requires the local installation head to notify all employees when the new leave year will begin (no later than November 1 each year).

However, this section should be read in conjunction with LMOU provisions established pursuant to Article 30.B.11. Where an LMOU establishes another date and/or means of notifying employees, the LMOU is controlling.

Article 10.4.B

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

Article 10.4.C

INCIDENTAL LEAVE

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

Article 10.5

SICK LEAVE

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

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

Employees in NTFT duty assignments, with regular schedules of forty (40) hours per week or more, accrue 4 hours sick leave for each full biweekly pay period – that is, 13 days (104 hours) per 26 period leave year.

Employees in NTFT duty assignments with regular schedules of less than forty (40) hours per week will accrue sick leave at a rate of one (1) hour for each unit of twenty (20) hours in a pay status up to 104 hours (13 days) per 26-period leave year. For example, an employee with a 30 hour a week work schedule will receive 3 hours sick leave each pay period. For paid hours (for hours worked and paid leave, not including donated leave) in excess of their scheduled amount, the employee with regular schedules of less than forty (40) hours per week will receive additional sick leave credit up to the maximum credit allowed for a full-time employee (up to 104 hours [13 days] per 26-period leave year). Excess hours that do not produce additional leave hours within the pay period will be tracked and may produce additional sick leave hours in a future pay period as long as the total leave earned to date does not exceed the maximum allowed (up to 104 hours [13 days] per 26-period leave year).

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

POSTAL SUPPORT EMPLOYEES

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

SICK LEAVE APPLICATION

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

Upon returning to work, the employee must, while on the clock, sign and complete any required sections of PS Form 3971.

Sick leave is paid at the employee's regular straight-time rate, and, with the exception of employees in NTFT duty assignments, is limited to a maximum of eight (8) hours per day, forty per week and eighty per pay period (ELM, Section 513.421(b)). Full-time employees may request paid sick leave on any scheduled workday of their basic workweek (ELM, Section 513.411). Part-time employees receive sick leave in accordance with ELM, Section 513.42.

Employees in NTFT duty assignments will be charged sick leave for the amount equal to work hours of their regular daily scheduled hours (e.g., six (6) hours for a six-hour scheduled work day) or the number of scheduled hours remaining if the need for leave occurs after the start of their tour. Employees in NTFT duty assignments will be subject to the same leave regulations as all other career employees with regard to the substitution of LWOP or annual leave in lieu of sick leave. However, employees in NTFT duty assignments may elect at their option to utilize LWOP in lieu of sick leave for any hours in excess of forty (40) hours in a service week.

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

SICK LEAVE AUTHORIZATION

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

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

MEDICAL CERTIFICATION

ELM, Sections 513.361 and 513.362 establish three (3) rules:

(1) For absences of more than three (3) days, an employee must submit "medical documentation or other acceptable evidence" in support of an application for sick leave ("three days" means three (3) scheduled workdays).

(2) For absences of three (3) days or less, a supervisor may accept an employee's statement explaining the absence unless the employee has been placed in restricted sick leave status, in which case verification is required for every absence related to illness regardless of the number of days involved. However,

(3) For absences of three (3) days or less a supervisor may require an employee to submit documentation of the illness "when the supervisor deems documentation desirable for the protection of the interests of the Postal Service."

ACCEPTABLE CERTIFICATION

The Employee and Labor Relations Manual contains no prohibition against the submission of a preprinted form, with an authorized staff member, including a nurse, completing and signing the document under instruction from the attending physician or practitioner. Such documentation may be subject to verification on a case-by-case basis. It is understood that any medical documentation or other acceptable evidence submitted must meet the requirements set forth in Part 513.364 of the ELM.

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

EXTENDED ABSENCES

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

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

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

(1) To avoid undue delay in returning an employee to duty, the on-duty medical officer, contract physician, or nurse should review and make a decision based upon the presented medical information the same day it is submitted.

(2) Normally the employee will be returned to work on his/her next workday provided adequate medical documentation is submitted within sufficient time for review.

(3) The reasonableness of the Postal Service in delaying an employee's return beyond his/her next workday shall be a proper subject for the grievance procedure on a case-by-case basis.

RESTRICTED SICK LEAVE

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

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

ADVANCE SICK LEAVE

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

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

SICK LEAVE FOR DEPENDENT CARE

The **2021** National Agreement continued the right to use up to eighty (80) hours of sick leave per leave year to give care or otherwise attend to a family member having an illness, injury or other condition which, if an employee had such condition, would justify the use of sick leave by that employee. Family members shall include son or daughter, parent and spouse as defined in ELM Section 515.2. Approval of sick leave for dependent care will be subject to normal procedures for leave approval.

An employee's right to sick leave for dependent care is separate and different from the right to leave under the Family and Medical Leave Act (FMLA) of 1993. FMLA is a federal law. Still, there are certain similarities. For instance, the definitions of son, daughter, spouse and parent used for sick leave for dependent care are the same as the FMLA definitions. An employee may take time off to care for the same person under both sick leave for dependent care and FMLA. Sick leave for dependent care allows an employee to use up to eighty (80) hours of sick leave to care for a family member, while FMLA provides protection for the absence if it is due to a FMLA covered condition.

BEREAVEMENT LEAVE

Employees may use a total of up to three (3) workdays of annual leave, sick leave or leave without pay, to make arrangements necessitated by the death of a family member or attend the funeral of a family member. Authorization of leave beyond three (3) workdays is subject to the conditions and requirements of Article 10 of the National Agreement, Subsection 510 of the Employee and Labor Relations Manual and the applicable Local Memorandum of Understanding provisions. Definition of Family Member:

"Family member" is defined as a:

a) son or daughter – a biological or adopted child, stepchild, daughter-in-law or son-in-law;

b) spouse;
c) parent; or
d) sibling-brother; sister; brother-in-law; sister-in-law; or
e) grandparent.

The in-laws referenced in this MOU applies to children, including adopted children, stepchildren, and spouses thereof, spouse and parents thereof; and brothers and sisters and spouses thereof.

For employees opting to use available sick leave, the leave will be charged to sick leave for dependent care, if eligible.

Documentation evidencing the death of the employee's family member is required only when the supervisor deems documentation desirable for the protection of the interest of the Postal Service.

MINIMUM CHARGE FOR LEAVE

Article 10.6 provides that one hundredth of an hour of leave is the minimum amount of leave charged. For example, an employee obtains advance approval for two (2) to three (3) hours of sick leave for medical treatment returns to work and clocks in after two (2) hours and thirty-seven minutes. The employee will be charged only for the amount of sick leave actually used, rounded to the hundredth of an hour.

LEAVE WITHOUT PAY (LWOP)

Article 10.6 also provides that an employee may request LWOP (unpaid time off) by submitting a PS Form 3971. If the request is for more than thirty (30) days, the application must contain a written statement outlining the reason for the requested LWOP absence (ELM, Section 514.51). As a general rule, granting LWOP is a matter of administrative discretion.

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

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

LEAVE WITHOUT PAY – STEP DEFERRAL

For all career employees, including those in NTFT duty assignments, for the purpose of LWOP accrual towards step deferral:

As per current policy, only whole days of LWOP are counted. Fractional days, on which the employee has work hours or paid leave and takes LWOP, are not counted in calculating the total LWOP (ELM 422.133).

One (1) day equals the number of hours in the employee's normal daily schedule on the day in which LWOP is taken. One (1) week equals the number of hours in employee's normal weekly schedule (30 – 48). For periods of LWOP that encompass an entire pay period, the total number of hours in the employee's regular schedule for that pay period will be charged.

As per current policy, step deferral calculation is made each pay period based on the prior pay period step increase LWOP balance and total hours for employee's normal weekly schedule in the current pay period.

All other provisions of ELM 422.133 will apply.

ADMINISTRATIVE LEAVE

Administrative leave is governed by Section 519 of the Employee and Labor Relations Manual (ELM). Administrative leave is defined as absence from duty authorized by appropriate postal officials without charge to annual or sick leave and without loss of pay.

The ELM authorizes administrative leave under certain circumstances for various reasons such as civil disorders, state and local civil defense programs, voting or registering to vote, blood donations, attending funeral services for certain veterans, relocation, examination or treatment for on-the-job illness or injury and absence from duty due to "Acts of God." An employee in a NTFT duty assignment is eligible to receive Administrative Leave.

TIME LIMITATIONS CONCERNING BONE MARROW, STEM CELL, BLOOD PLATELET, AND ORGAN DONATIONS

The maximum administrative leave that can be granted per leave year to cover qualification and donation is limited to the following:

a. A full-time or part-time regular career employee is limited to:

   (1) for bone marrow, up to seven (7) days;
   (2) for stem cells, up to seven (7) days;
   (3) for blood platelets, up to seven (7) days; and
   (4) for organs, up to thirty (30) days.

b. A part-time flexible or postal support employee may be granted leave up to the limits set forth above. The amount of leave that may be granted will be based on the employee's average daily work hours in the preceding 26 weeks, but not to exceed eight (8) hours per day.

CONTINUATION OF PAY

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

COURT LEAVE

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

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

The amount of court leave for an eligible part-time flexible employee shall be determined on a daily basis as set forth below:

a. If previously scheduled, the number of straight-time hours the Postal Service scheduled the part-time flexible employee to work;

b. If not previously scheduled, the number of hours the part-time flexible employee worked on the same service day during the service week immediately preceding the period of court leave;

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

The amount of court leave for part-time flexible employees shall not exceed eight (8) hours in a service day or forty hours in a service week.

COURT LEAVE – EMPLOYEES IN NTFT DUTY ASSIGNMENTS

An employee in a NTFT assignment will receive court leave up to his or her scheduled hours for the day. An employee in a NTFT assignment scheduled for more than eight (8) hours in a service day may have paid court leave and postal duty in excess of eight (8) hours up to the employee's regular schedule.

COURT LEAVE – CHANGE OF SCHEDULE

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

THE FAMILY AND MEDICAL LEAVE ACT

The Family and Medical Leave Act of 1993 (FMLA) applies to Postal Employees. The Postal Service regulations implementing FMLA are found in ELM Section 515. The law entitles eligible employees to take up to twelve workweeks of job-protected absence during any twelve-month period for one (1) or more of the following reasons:

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

- The placement of a child with the employee for adoption or foster care; the employee may be entitled to FMLA leave before the actual placement or adoption of a child when, for example, the employee is required to attend counseling sessions, appear in court, or consult with attorneys or doctors representing the birth parent prior to placement. FMLA coverage expires one (1) year after the date of the placement.

- To care for the employee's spouse, son, daughter, or parent with a serious health condition; this requires medical certification that an employee is "needed to care for" a family member and encompasses both physical and psychological care.

- Because of a serious health condition (defined below) that makes the employee unable to perform the functions of the employee's job.

  An employee is "unable to perform the functions of the position" when the health care provider finds that the employee is unable to work at all or is unable to perform any one of the essential functions of the employee's position.

SERIOUS HEALTH CONDITION

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

WORK HOUR REQUIREMENT

Any career or noncareer employees may qualify for protected leave if they meet the eligibility requirements at the time the leave starts; that is, they have been employed by the Postal Service for an accumulated total of twelve (12) months over the past seven (7) years (including any prior career or noncareer service) and have worked a minimum of 1250 hours (including any prior career or noncareer service) during the 12-month period immediately preceding the date the leave begins. The 1250 work hours includes overtime, but excludes any paid or unpaid absence. The only exception is Military Leave and periods of Back Pay.

CALCULATING THE 1250 HOURS PER CONDITION, PER LEAVE YEAR

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

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

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

However, if the employee is unable to meet the 1250 work hour requirement for the second condition in the leave year, the employee is not entitled to FMLA protection for the second condition, but remains entitled to FMLA protection for the first condition for the remainder of the leave year or until the twelve-week entitlement has been exhausted.

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

The 1250 work hour eligibility requirement is recalculated upon the first absence related to the FMLA certified condition in the new leave year. However, this does not mean that the employee is required to recertify the serious health condition.

Rather, the certification from the previous leave year remains valid for the duration indicated by the health care provider, unless management requires a recertification in accordance with the provisions of the statute or regulations.

NOTE: Postal support employees (PSEs) are eligible for FMLA provided they meet the necessary requirements above.

EMPLOYEE RIGHTS - FMLA

For postal employees, the leave year begins with the first full pay period in a calendar year and ends with the start of the next leave year. Up to twelve workweeks of annual leave, sick leave, LWOP, or a combination of these, depending on the situation, may be used by eligible employees (including those in NTFT duty assignments) for FMLA covered conditions. LWOP must be approved for FMLA covered conditions when requested by an eligible employee.

The leave may be taken in a single block of time, in separate blocks, or intermittently depending on the condition and the medical necessity.

The right to take leave under FMLA applies equally to male and female employees. For example, a father, as well as a mother, may take FMLA for the placement for adoption or foster care, or to care for a child during the twelve (12) months following the date of birth or placement.

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

EMPLOYER RESPONSIBILITIES - FMLA

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

Employers must post and keep posted Wage and Hour Publication 1420, *Your Rights Under the Family and Medical Leave Act of 1993*. The Employer is also required to notify the employee within two (2) business days of learning the reason for the employee's need for leave, whether the absence is designated as FMLA leave, the type of leave charged (annual, sick, LWOP), and/or any additional documentation the employee needs to furnish.

In the Postal Service, this notification notice is met by providing the employee a copy of the completed PS Form 3971 accompanied by a copy of Publication 71, *Notice for Employees Requesting Leave for Conditions Covered by the Family and Medical Leave Act*.

Under FMLA, the employee may request the substitution of paid leave for the twelve (12) workweeks (twelve (12) times the employee's normal scheduled hours per week, up to forty (40) hours) of unpaid absence per year in accordance with normal leave policies and the Collective Bargaining Agreement.

EMPLOYEE RESPONSIBILITIES - FMLA

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

- when the need for leave is foreseeable (e.g., pregnancy) notify management of the need for leave and provide appropriate supporting documentation at least thirty (30) days before the absence is to begin;
- when the need for leave is not foreseeable, notify management as soon as practicable, i.e., within two (2) business days, after learning of the need for leave;
- provide documentation required for FMLA-covered absences within a reasonable period of time (i.e., fifteen days from the time the Employer requests documentation, unless it is not practical under the circumstances).
- for medical emergencies, the employee or his/her spokesperson may give oral notice of the need for leave, or notice may be given by phone, telegraph, fax, or other means.

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

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

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

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

RECERTIFICATION

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

The Postal Service may require an employee's leave to be supported by an FMLA medical certification, unless waived by management, in order for the absence to be protected.

When an employee uses leave due to a condition already supported by an FMLA certification, the employee is not required to provide another certification in order for the absence to be FMLA protected.

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

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

BACK PAY - FMLA

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

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

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

MILITARY LEAVE - FMLA

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

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

MILITARY LEAVE

Military leave provisions can be found at Section 517 of the Employee & Labor Relations Manual. The Postal Service supports employee service in the Reserve or National Guard, and no action is permitted to discourage either voluntary or involuntary participation.

An employee in a traditional FTR or a NTFT assignment with a weekly schedule of 40 or more hours/week receives 120 hours of military leave each fiscal year.

An employee in a NTFT duty assignment with a weekly schedule of less than 40 hours/week will receive a pro-rated amount of military leave each fiscal year. That pro-rated amount may be increased if there is an increased weekly schedule.

However, if the employee moves to an assignment scheduled for fewer hours in the pay period, there is no change in the military leave for the current fiscal year.

Noncareer employees, such as PSEs, are permitted to be absent, but are not eligible for paid military leave in accordance with Section 517.22 of the ELM.

ARTICLE 11
HOLIDAYS

Only full-time and part-time regular employees receive holiday pay. Part-time flexible employees do not. Instead, part-time flexible employees are paid at a slightly higher straight-time hourly rate to compensate them for not receiving paid holidays.

NOTE: The holidays observed by employees working a modified schedule pursuant to the memoranda regarding modified workweeks, are established by the memoranda. The modified work week memo does not apply to employees in non-traditional full-time (NTFT) duty assignments.

Article 11.2

HOLIDAY PAY

An employee who is working or on approved, paid leave during the period described in Article 11.2 is considered to be "in a pay status" and therefore, eligible for holiday pay.

Article 11.3

Full-time employees receive eight (8) hours of holiday pay and part-time regular employees are paid holiday pay equal to their regular daily schedule. Part-time regular employees who are regularly scheduled to work less than five (5) days per service week receive holiday pay only if the holiday falls on a regularly scheduled workday (ELM, Section 434.422).

Employees who work all or part of their holiday may elect to have their annual leave balance credited with up to eight (8) hours of annual leave instead of receiving holiday pay. The annual leave credited under this provision is administered in the same manner as other annual leave.

HOLIDAY LEAVE

Holiday pay (holiday leave) "replaces" other paid leave which the employee would receive on the holiday, provided the absence is authorized. An employee who could otherwise receive sick or annual leave on the employee's holiday would not have an absence charged against his/her leave balance.

An exception occurs when employees elect to have a day of annual leave credited to their leave balance in lieu of being paid holiday leave, in accordance with Article 11.3. In that instance, holiday leave would no longer be available on the employee's holiday or designated holiday, and paid or unpaid leave must be requested for the balance of the workday.

Article 11.4

HOLIDAY PAYMENT

Regular employees who work on their designated holiday (except Christmas Day) are paid at the base straight-time rate for all hours worked, up to eight (8).

Overtime is paid for work in excess of eight (8) hours. Full-time and part-time regular employees who are required to work on Christmas Day or their designated Christmas holiday are paid an additional 50% of their base hourly straight time rate for up to eight (8) hours of "Christmas worked pay," in addition to their holiday worked pay.

Part-time flexible employees receive an additional 50% Christmas worked pay for hours actually worked on Christmas Day (December 25).

GUARANTEES

A full-time employee "called in" to work on a holiday or a day designated as the employee's holiday is guaranteed eight (8) hours of work or pay, in lieu thereof, if there is less than eight (8) hours of work available.

A full-time employee in a NTFT duty assignment, who works on a holiday or a day designated as the employee's holiday, is guaranteed the number of work hours, or pay in lieu thereof, at the straight-time rate, up to the employee's regular schedule for that day. An employee in a NTFT duty assignment normally scheduled for less than eight (8) hours, will only be required to work beyond their normal schedule in an emergency, and will be compensated with out-of-schedule premium for such hours up to eight (8) hours in the day.

Article 11.5

DESIGNATED HOLIDAY

If a holiday falls on Sunday and the employee's non-work days are Saturday and Sunday, the employee's designated holiday would be Monday. If the non-work days are Sunday and Monday, the employee's designated holiday would be Saturday. If the non-work days are Saturday and Friday, the employee's holiday would be Sunday, since Sunday is a regularly scheduled work day.

If the holiday falls on Saturday and the employee's non-work days are Saturday and Sunday, the employee's designated holiday would be Friday. If the employee's non-work days are Saturday and Friday, the employee's designated holiday would be Thursday.

For full-time employees in NTFT duty assignments, the determination of the designated holiday is in accordance with the ELM, Section 434.411.b. Some examples of possible designated holiday scenarios follow:

Full-Time Employees in NTFT Duty Assignments

- Nonscheduled days = SAT-SUN-FRI
  If holiday is Sunday – Designated holiday will be Monday
- Nonscheduled days = SAT-SUN-MON
  If holiday is Monday – Designated holiday would be Friday
- Nonscheduled days = SAT-SUN-THU-FRI
  If holiday is Sunday – Designated holiday would be Monday
- Nonscheduled days = SAT-SUN-MON-FRI
  If holiday is Sunday – Designated holiday would be Thursday.

Article 11.6

HOLIDAY SCHEDULE

The intent of Article 11.6 is to permit the maximum number of full-time and part-time regular employees to be off on the holiday while allowing employees who wish to work the opportunity to volunteer. Article 11.6.B provides the scheduling procedure for holiday assignments in the absence of a holiday schedule "pecking order" in the Local Memorandum of Understanding (LMOU).

When the LMOU does not establish a pecking order the following should be used to select employees to work on a holiday:

- all part-time flexible employees to the maximum extent possible, even if the payment of overtime is required;
- all full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday, by seniority;
- postal support employees (PSEs);
- all full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their nonscheduled day, by seniority;
- full-time regular employees who do not volunteer on what would otherwise be their nonscheduled day, by inverse seniority;
- full-time regular employees who do not volunteer on what would otherwise be their holiday or designated holiday, by inverse seniority.

The pecking order must be followed regardless of whether the scheduling will result in an employee(s) receiving penalty pay.

HOLIDAY SCHEDULING PROCEDURES VS OVERTIME DESIRED LIST

The holiday scheduling procedure followed at a particular post office is applicable and is to be utilized on the actual holiday and any other days which may be designated as an employee's holiday. Thus, depending upon the days off of the employee and the actual day of the holiday, it is possible for the holiday scheduling procedure and not the Overtime Desired List to be used for one, two or three days.

A Monday holiday is the actual holiday for all those scheduled to work that day; therefore, the holiday scheduling procedure is utilized and not the Overtime Desired List.

For those nonscheduled on Monday, and a day other than Sunday, Sunday becomes the employee's designated holiday and the holiday scheduling procedure is used on that day for all employees and not the Overtime Desired List.

If the employee is nonscheduled on Sunday or Monday, the designated holiday would be Saturday and again the holiday scheduling procedure is used and not the Overtime Desired List.

For full-time employees in NTFT duty assignments, since the designated holiday could potentially fall several days prior to the actual holiday, and/or in the previous schedule week, the actual holiday scheduling, for volunteer purposes, could be expanded by several days, and may require earlier than normal posting of the holiday schedule.

REMEDIES

The following applies when management improperly schedules employees to work on a holiday:

- Full-time employees and part-time regular employees who file a timely grievance because they were improperly assigned to work their holiday or designated holiday will be compensated at an additional premium of 50% of the base hourly straight-time rate.

- For each full-time or part-time regular employee improperly assigned to work a holiday or designated holiday, the employee who should have worked pursuant to the provisions of Article 11.6 or the LMOU, but was not permitted to do so, will be compensated at the rate of pay the employee would have earned had he/she worked on that holiday.

LIGHT/LIMITED DUTY

All full-time and part-time regular employees, including those who are on light/limited duty, who possess needed skills and wish to work on the holiday, may be afforded an opportunity to do so.

When Local management is determining the number and categories of employees needed to work, factors to be considered in scheduling include: light/limited duty employees who wish to work the holiday**:** the medical restrictions imposed by the individual employee's practitioner**;** and, whether the employees could be used to do the work scheduled to be completed on the holiday.

HOLIDAY POSTING

The provisions of Article 11.4.A concerning straight-time pay for holiday work apply to full-time employees whose holiday schedule is properly posted in accordance with Article 11.6.

The holiday posting should include part-time flexible employees that are scheduled to work at the time of the posting. Part-time flexible employees scheduled to work on a holiday after the Tuesday posting are not entitled to additional compensation.

Full-time holiday volunteers are considered to have volunteered to work eight (8) hours. The assignment of full-time employees to work over eight (8) hours on a holiday is handled consistent with the overtime provisions of Article 8.

Full-time regular employees can be scheduled to work the hours their skills are required. Those hours do not necessarily have to coincide with the hours of duty associated with their bid assignment. However, if management works employees outside of the holiday schedule hours, the employees are entitled to be compensated at the rate of one and one-half (1 ½) times their basic hourly straight-time rate for hours worked outside the posted schedule.

The Overtime Desired List is not used for holiday scheduling unless locally negotiated as part of the holiday "pecking order" or if additional employees are needed after the schedule has been posted.

UNTIMELY POSTING

If the holiday schedule, is not posted by the Tuesday preceding the service week in which the holiday falls, a full-time employee that works his/her holiday or designated holiday will receive holiday scheduling premium for each hour of work, up to eight (8) hours, regardless of whether the employee volunteered to work.

In the event that, subsequent to the Tuesday posting period, an emergency situation attributable to Act(s) of God arises which requires the use of manpower on that holiday in excess of that schedule in the Tuesday posting, full-time regular employees who are required to work or who volunteer to work in this circumstance(s) will not receive holiday scheduling premium (ELM 434.53.c(2).)

When a full-time regular employee replaces another full-time employee, who was properly scheduled to work but later calls in sick or is otherwise unable to work, the replacement employee is not eligible for holiday scheduling premium. This is true even if the employee being replaced was on a regular work day (rather than a holiday or designated holiday). However, a full-time employee who is scheduled after the Tuesday deadline to replace a properly scheduled part-time flexible employee who calls in sick or is otherwise unable to work, is eligible for holiday scheduling premium.

POSTAL SUPPORT EMPLOYEES

PSEs will be scheduled for work on a holiday or designated holiday after all full-time volunteers are scheduled to work on their holiday or designated holiday. PSEs will be scheduled to the extent possible, prior to any full-time volunteers or non-volunteers being scheduled to work a nonscheduled day or any full-time non-volunteers being required to work their holiday or designated holiday. If the parties have locally negotiated a pecking order that would schedule full-time volunteers on a nonscheduled day, the LMOU will apply.

POSTAL SUPPORT EMPLOYEE HOLIDAYS

PSEs will now receive six (6) paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The number of hours paid for the holiday will vary by the size of the office in which he/she works, 200 workyear offices-eight (8) hours; POStPlan offices-four (4) hours; All other offices-six (6) hours. PSEs who work on a holiday will have the same option as career employees to have their annual leave balance credited in lieu of holiday leave pay.

QUESTIONS AND ANSWERS FTRS in NTFT DUTY ASSIGNMENTS - HOLIDAYS

1. How are employees in NTFT duty assignments who are required to work on a holiday or designated holiday compensated?

   Response: Employees in NTFT duty assignments scheduled for eight (8) or more hours who work on their holiday or designated holiday will receive straight-time pay for any hours worked up to their normal schedule for that day. They will be paid postal overtime for any hours in excess of their normal schedule. Employees in NTFT duty assignments normally scheduled for less than eight (8) hours on the holiday or designated holiday will only be required to work beyond their normal schedule in an emergency and will be compensated with out-of-schedule premium for such hours up to eight (8) hours in the day. They will be paid postal overtime for any hours in excess of eight (8) hours in the day.

2. How many hours of holiday pay will employees in NTFT duty assignments receive?

   Response: Employees in NTFT duty assignments receive eight (8) hours of holiday pay at the employee's base hour straight-time rate on the holiday or day designated as their holiday. To be eligible for holiday pay, an employee must be in a pay status the last hour of the employee's last scheduled workday prior to or the first hour of the employees' first scheduled workday after the holiday.

3. In what category are employees in NTFT duty assignments on the holiday work schedule?

   Response: As full-time employees, they will be subject to the LMOU pecking order. Employees in NTFT duty assignments working their holiday or designated holiday will be scheduled for the number of hours they normally work. Employee in NTFT duty assignments working on their off day will be scheduled for eight (8) hours.

4. May management by-pass a senior holiday volunteer because that employee would be scheduled for their normally scheduled eight (8) hours on the designated holiday and require a junior non-volunteer to work their designated holiday because they are available for only their regularly scheduled six (6) hours on that day?

   Response: The LMOU pecking order must be followed. If the LMOU, for example, requires full-time holiday volunteers to be scheduled by seniority, all qualified and available full-time employees (both traditional and NTFT) would be scheduled in seniority order.

5. May employees in NTFT duty assignments who work their holiday or designated holiday elect to have their annual leave balance credited with up to eight (8) hours of annual leave credit (equal to the number of hours of holiday leave pay received) in lieu of holiday leave pay?

   ***Response*:** Yes.

ARTICLE 12
PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS

Article 12.1.A

PROBATIONARY EMPLOYEES

Article 12.1 provides that employees separated during the probationary period do not have access to the grievance procedure concerning their separation, including challenges on the grounds of noncompliance with Section 365.32 of the Employee and Labor Relations Manual (ELM). A dispute over whether the action separating an employee occurred during his/her probationary period is subject to the grievance-arbitration procedure, because separation during the probationary period is a precondition to the applicability of Article 12.1.A.

Employees who were serving their probationary period at the time of entry into active duty in the military service and who meet the probationary time period while serving on active duty are considered as having met the probationary time.

Employees do not have seniority during their probationary period. Once the probationary period is completed, an employee's seniority is computed from the date of employment. When an employee is separated from the Postal Service and later rehired, the employee must serve a new probationary period.

Clerk Craft postal support employees who have already served one (1) full term as a PSE will not be required to serve a probationary period as required by Article 12, Section 1, after conversion to career.

Motor Vehicle Craft (new work) postal support employees who have already served one (1) full term as a PSE will not be required to serve a probationary period as required by Article 12, Section 1, after conversion to career.

Article 12.1.B

FALSIFICATION OF EMPLOYMENT APPLICATION

Article 12.1.B provides that the falsification of an employment application may be used as a reason for discharge, even if the falsification is not discovered during the probationary period.

However, this rule does not change the Article 16, Section 1 requirement that non-probationary employees may only be disciplined for "just cause."

Article 12.2

SENIORITY – RETURN TO THE BARGAINING UNIT

The seniority for an employee who left the bargaining unit on or after November 20, 1994 and returned to the same craft and installation is as follows:

- An employee that left for a position outside the Postal Service would begin a new period of seniority.
- An employee that left the bargaining unit for a nonbargaining unit position and returned to the craft within a year would regain the seniority the employee had in the craft without credit for the time spent in the nonbargaining unit position.
- An employee that returned after a year would begin a new period of seniority.

An employee who left the bargaining unit during the period from July 21, 1973 to November 19, 1994 and returned to the same craft shall have seniority as specified in the 1990-1994 National Agreement. Seniority will be established as follows:

- An employee returning from a position outside the Postal Service would begin a new period of seniority.
- An employee returning from a nonbargaining unit position after two (2) years would begin a new period of seniority.
- An employee returning from a nonbargaining unit position within two (2) years would regain the seniority the employee had in the craft without credit for the time spent in the nonbargaining unit position.

An employee who left the bargaining unit before July 21, 1973 and returns to the same craft shall have seniority as specified in the 1971-1973 National Agreement. Seniority will be established as follows:

- An employee that returns from a position outside the Postal Service begins a new period of seniority.
- An employee that returned to the craft would regain the seniority the employee had in the craft without credit for the time spent outside the craft.

Article 12.2.B, 12.2.C, and 12.2.D provide rules which govern the seniority for employees who left the bargaining unit and later returned to the same craft. In each circumstance an employee that left the bargaining unit for a position outside the Postal Service begins a new period of seniority.

- Section 12.2.B has a one-year time frame and an employee returning within a year regains the seniority the employee had without credit for the time spent out of the craft. An employee gone more than a year begins a new period of seniority.
- Section 12.2.C has no time frame and an employee that left the bargaining unit prior to July 21, 1973 regains the seniority the employee had when he/she left regardless of how long the employee was gone.
- Section 12.2.D has a time frame of two (2) years and an employee that returns within two (2) years regains the seniority the employee had without credit for the time he/she was gone. An employee that returns after two (2) years begins a new period of seniority.

SENIORITY - RETURN AFTER ONE YEAR

An employee who left the craft and/or installation and returns to the same craft and/or installation will begin a new period of seniority if gone more than one (1) year.

An employee that returns in less than a year regains the seniority he/she had within the craft without credit for the time the employee was gone.

There is an exception to the above rule in the Motor Vehicle (Article 39) and Material Support Crafts (Article 41). Where there are inconsistencies concerning seniority between Article 12 and the appropriate craft article, the craft article prevails.

PART-TIME FLEXIBLE EMPLOYEES

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

Article 12.3

BIDDING LIMITATIONS

An employee may be designated a successful bidder no more than five (5) times during the duration of this Agreement, unless such bid is covered by one of the four exceptions listed in Article 12.3.A.1 through Article 12.3.A.4.

The bidding exceptions listed in Article 12, Section 3, are to be applied from the first bid.

Examples of the bid limit exception for bids which do "not require a deferment period or additional off-site training" are:

1. the employee bids to a duty assignment for which the employee is currently qualified; or
2. the employee bids to a duty assignment for which the employee has a live record.

Bids will only be counted if the employee is required to enter a deferment period or receive additional off-site training for qualification.

Article 12.4

REASSIGNMENT – GENERAL PRINCIPLES

Article 12.4 establishes the following reassignment rules:

- The dislocation and inconvenience to bargaining unit employees be kept to a minimum.
- Reassignments will be made in accordance with Article 12.4 and 12.5.
- Where a major relocation of employees is planned, the parties must meet at the National Level at least 90 days in advance of implementation of the plan.
- The Postal Service will provide the APWU information at the National Level regarding consolidating postal installations, when those consolidations result in a major relocation of employees.

- Meetings with the Union at the Area/Regional Level are required no less than 90 days (six (6) months if possible) in advance of any anticipated reassignments from an installation under Article 12. In such case, the Union will be advised of the following:

    1. the anticipated impact, by craft;
    2. the installations with available residual vacancies for the employees to be reassigned;
    3. when a new installation is involved, the new installation's anticipated complement by tour and craft.

The above information must be updated periodically and provided to the Union at the Area/Regional Level.

PROPOSED EXCESSING

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

Article 12.4.B

LIMITS ON EXCESSING

During the life of the CBA (**2021-2024**), no employee can be excessed beyond a fifty (50) mile radius except as provided for in the Step 4 resolution Q10C-4Q-C 14317802/HQTT20140774 or as modified by any other agreements.

AREA/REGIONAL NOTIFICATION

The Union at the Area/Regional Level will be given notice when technological, mechanization or operational changes impact the bargaining unit no less than 90 days in advance, (six (6) months in advance whenever possible). This notice shall be in the form of *an Impact/Work Hour Report.*

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

STUDIES/REPORTS

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

Article 12.5.B

IDENTIFICATION OF EMPLOYEES FOR EXCESSING

Clerk Craft employees holding senior qualified duty assignments are identified for excessing based on their craft, pay level, status (FTR, PTF) and seniority. Clerks holding best qualified duty assignments are identified for excessing based on their seniority in their best qualified position title. Maintenance Craft employees are identified for excessing based on their installation seniority and occupational group.

Motor Vehicle Craft employees are identified for excessing by their craft seniority and position designation.

Full-time regular, part-time regular and part-time flexible employees are each excessed within their separate categories.

For purposes of future excessing, the level of an employee receiving saved grade after being excessed into a lower pay level duty assignment is the level of the employee's present duty assignment as indicated on the employee's PS Form 50.

WITHHOLDING OF RESIDUAL VACANCIES

The Postal Service will provide the APWU Regional Coordinator with a Notice of Intent to withhold residual vacancies in which to place impacted employees.

A residual vacancy is a duty assignment that goes unbid, and remains after assignment of unencumbered/unassigned employees and activation of retreat rights, including Clerk Craft bidding pursuant to Part 7 of the MOU Re: *Transfer Opportunities to Minimize Excessing*. When a duty assignment is identified as residual, the Local manager will give the Local Union President a written notice that the duty assignment is being withheld pursuant to Article 12.

Following Regional notification, the parties will meet at the Area/Regional Level to discuss the excessing event. At this meeting, the Employer will provide a listing of the residual vacancies for the excessing event.

After notification to the Union at the Area/Regional Level, residual vacancies may be withheld at the same or lower level in all crafts in the affected installation, and residual vacancies at the same or lower level in surrounding installations. Residual vacancies in other crafts at the same or lower level in the losing/surrounding installations may also be withheld for the involuntary reassignment of employees identified as excess to the needs of the installation to which assigned.

SELECTION OF WITHHELD FULL-TIME REGULAR CLERK CRAFT DUTY ASSIGNMENTS BY CLERK CRAFT EMPLOYEES IMPACTED BY ARTICLE 12

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

Employees will be given a minimum of ten (10) work days in which to make their selections. The minimum qualifications for a particular position are determined by the qualification standards.

Subject to the specific exceptions noted herein, an impacted employee may be placed into a withheld duty assignment in the same or lower pay levels. An APWU represented employee impacted by a REC closing, may be placed in a higher pay level withheld duty assignment in APWU represented crafts per the parties' agreement.

The pay level for placement of an impacted Clerk Craft employee receiving saved grade is the pay level the employee is presently being paid. That is the saved grade pay level. For example, a Mail Processing Clerk, PS-6 receiving saved grade PS-7, may be placed into withheld duty assignments from PS-7 and its equivalent or lower *(Clerk Craft only)*.

When excessing from multiple pay levels, affected employees including senior volunteers in lieu of impacted employees, regardless of pay level, by category (FTR, PTF or Best Qualified), will select from available withheld residual vacancies in seniority order. Clerks from multiple pay levels are placed into a combined group of impacted and volunteers in lieu of impacted employees. They will make their selection from available vacancies by their Clerk Craft seniority without regard to their pay level.

If employees are being excessed from more than one (1) installation within a close geographic area at the same time, the impacted installations will be merged together for selection purposes and employees will make their selection by seniority. The USPS Area office will discuss with the APWU Regional Coordinator before the selection begins.

WITHHOLDING OF CLERK CRAFT PTF VACANCIES

Article 12 allows the Postal Service to withhold PTF vacancies when excessing PTFs or when discontinuing an independent installation.

WITHHOLDING OF RESIDUAL MVS VACANCIES

There must be an impacted employee who meets the minimum qualifications, before a residual vacancy can be withheld in the Motor Vehicle Craft.

WITHHOLDING OF RESIDUAL MAINTENANCE VACANCIES

Maintenance Craft residual duty assignments PS-5 and above will only be withheld if an identified impacted employee meets the minimum qualifications for that withheld duty assignment.

Withholding of Maintenance Craft vacancies, for purposes of Article 12, will be accomplished after completing the posting and filling process within the Maintenance Craft at the installation. This includes the application/completion of the PAR(s) (preferred assignment register) and the PER(s) (promotion eligibility register). A duty assignment not filled from within the craft becomes the residual vacancy to which withholding of a duty assignment for purposes of Article 12 may be applied. This withholding assumes an impacted employee who meets the minimum qualifications is identified and is consistent with all other terms and conditions applicable to the Maintenance Craft.

NUMBER OF WITHHELD POSITIONS (DUTY ASSIGNMENTS)

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

Management shall identify duty assignments within the appropriate radius held by postal support employees (PSEs) which shall be made available for the reassignment of excessed career employees.

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

The length of time residual vacancies may be withheld should be based on projected impact, attrition, and the scheduled date the event is to occur. There are no "blanket rules" that determine whether management is withholding an excessive number of positions, or withholding positions for an excessive period of time. Rather, each situation must be examined separately based upon local fact circumstances.

Generally, determining the number of positions to withhold involves:

- Calculating the number of positions that will be reduced, the length of time over which the reductions will occur, and then determining whether the reductions will occur faster than can be accommodated by attrition.
- Withholding positions for excessing is justified when positions in the losing craft or installation must be reduced faster than can be accomplished through normal attrition.
- Projections of anticipated attrition must take into account local historical attrition data.
- Accurate projections require an examination of the local fact circumstances, rather than the application of a national average attrition rate.
- Quarterly reports of all attrition totals will be provided to the APWU Regional Coordinator by Area office.
- All attrition from duty assignments for which impacted employees are minimally qualified within the craft and installation regardless of level (and not limited to the impacted work location) will be counted after the Area notification to the Regional Coordinator including the exchange of the Automated Impact Report (AIR). In addition, all attrition created by the eReassign 21 day posting process that occurs after Area notification to reduce the impact in the losing installation will also be counted.

REASSIGNMENT OF EMPLOYEE(S) TO WITHHELD VACANCIES OUTSIDE OF THE EMPLOYEE'S PRESENT INSTALLATION

When the reassignment of employee(s) represented by the APWU is to withhold vacancies outside of the employee's present installation, the date on which the reassignment will occur will be the same for all impacted employees within the same Postal Area in which the excessing is occurring. Excessing of APWU employees within the same Postal Area cannot occur more than once in any three (3) calendar month period, except by mutual agreement of the parties.

The "moving day" is a rolling date. When a "moving day" occurs anywhere within a Postal Area, there may not be another "moving day" within that Postal Area until a three-month period has elapsed, e.g., if the Move Date is March 10, the next Move Date cannot be before June 10.

POST EXCESSING NOTIFICATION

Within seven (7) days of the completion of an individual excessing event, the Area office will provide the Regional Coordinator with written notice detailing:

- the date that the excessing event was finalized;
- how the reduction was accomplished (e.g., attrition, excessing);
- the name of employees (if any) who were excessed, the date of excessing, the office to which each employee was reassigned, each employee's seniority date upon reassignment, and whether the reassignment was voluntary;
- a copy of the withholding cancellation for the excessing event.

EXCESS WITHHELD VACANCIES

The Postal Service will not withhold more residual vacancies than are necessary to place all impacted employees. The Postal Service may substitute residual duty assignments to the withheld pool that are closer to the impacted office, or residual duty assignments within the same craft. The Postal Service will release residual duty assignments not needed.

Normally, a duty assignment, once it has been posted for bid, will be filled. There may be, on occasion, exceptions wherein the Postal Service may leave vacant a duty assignment after it has been posted and no bids were received or there were no successful bidders. However, these exceptions must be operationally justified, and will be limited to changes such as those occurring through mechanization and technological changes, transportation changes, etc.

In the Clerk Craft, previously withheld residual vacancies may only be considered for reversion when operationally justified because of significant operational changes, transportation changes, technological and mechanization changes, etc., through application of an alternative dispute resolution process which includes the following:

- Prior to management taking any action to revert a withheld residual vacancy, the appropriate Area Labor Relations manager, or designee, will contact the APWU Regional Coordinator or designee for discussions related to that duty assignment.
- The parties will discuss the rationale presented by management in regard to their operational justification for the reversion of the withheld residual vacancy. The Union will provide the Employer with input related to the matter.
- If there is an acknowledgement between the parties that the withheld residual vacancy is operationally justified, the residual vacancy will remain on the list.
- If there is an acknowledgement between the parties that the residual vacancy is no longer operationally justified, the Employer will notify the APWU in writing that the residual vacancy is reverted with the reasons for the reversion(s).
- If there is a disagreement between the parties in regard to the continuing need for the withheld residual vacancy, the Employer will notify the APWU in writing at the Regional and Local Levels that the residual vacancy is reverted. The APWU may appeal this determination along with their contentions via the alternative dispute resolution process to the USPS Manager of Strategic Compliment Reassignment and the APWU Clerk Craft Director.
- These parties will meet and discuss their respective contentions relative to the reversion. If there is an acknowledgement between the parties that the duty assignment is operationally justified, the residual vacancy will remain on the list.
- If there is a disagreement between the parties in regard to the continuing need for the withheld residual vacancy, the Employer will notify the APWU Regional Coordinator in writing that the duty assignment is reverted and then APWU may appeal that determination directly to Regional regular panel arbitration.

PART-TIME FLEXIBLE CONVERSION

Once management has determined that withholding is necessary, part-time flexible employees should not be converted to full-time regular status and placed in residual vacancies within the area of withholding until management has withheld sufficient residual vacancies.

When a full-time assignment is being withheld in accordance with Article 12, the subsequent backfilling of the assignment will not count towards the time considered for maximizing full-time duty assignments. However, part-time flexible employees are to be converted to full-time (pursuant to the Memorandum of Understanding regarding Maximization/Full-Time Flexible), provided the work being performed to qualify for maximization is not being performed on an assignment(s) being withheld.

PTFs must be working in withheld positions for their hours to be excluded for purposes of maximization.

Article 12.5.B

EMPLOYEE NOTIFICATION

Affected regular workforce employees are entitled to an advance notice before making involuntary details or reassignments from one installation to another. The language relative to the advance notice, "if possible," is not intended to be permissive, but is a requirement. If it is at all possible to provide notice as described below, then management must do so. When the employee is provided the advance notification, the APWU Local President will be notified and a copy of the subsequent reassignment letter given to the employee(s) will be sent to the APWU Local President at both the gaining and losing installations.

- If the radius of the excessing event exceeds 50 miles, the parties will agree on a timeframe for the offering and awarding of the residual vacancies. This agreed- upon process is to provide the impacted employee(s) at least 60 days written notice of the awarded duty assignment prior to the reporting date, unless the parties agree to a lesser period.

- If the radius of the excessing event is within 50 miles, the parties will agree on a timeframe for the offering and awarding of the residual vacancies. This agreed-upon process is to provide the impacted employee(s) at least 30 days written notice of the awarded duty assignment prior to the reporting date, unless the parties agree to a lesser period.

When excessing from the installation, the Postal Service will provide a minimum of 60 days general advance notice to the potentially impacted employees and a minimum of 30 days specific advance notice to the impacted employees that will include the identification of their placement selection and the report date. If the excessing is outside the installation and within 50 miles, the impacted employee will be provided at least a 30-day written notice of the awarded duty assignment prior to the moving date, unless the parties agree to a shorter period.

RELOCATION EXPENSES

When involuntary reassignments are made, the affected employees are entitled to receive moving, mileage, per diem, and reimbursement for movement of household goods, as appropriate, if legally payable (including the 50-mile rule as defined by IRS regulations) pursuant to applicable USPS Handbooks and Manuals. For relocation expenses, an employee who volunteers to be excessed in lieu of a junior employee is treated the same as an involuntarily reassigned employee.

Employees should check with their District relocation coordinator to determine eligibility. When employees who received relocation benefits are offered retreat rights, they do not receive relocation benefits on the move back. In addition, any employee who received relocation benefits and is offered retreat rights need not reimburse the Postal Service for relocation benefits received on the move out.

COMPARATIVE WORK HOUR REPORT

This report no longer has to be requested by the Union. When employees are excessed out of their craft or installation, the Union at the Regional Level shall be provided with a Comparative Work Hour Report of the losing craft or installation forty-five (45) days, whenever possible, after the excessing of any APWU represented employee outside either their craft or their installation.

The report provides a listing of all work hours used on a daily basis in the affected craft for the period of thirty days before and thirty days after the reassignments. If the report does not indicate that conditions warranted the reassignments, the retreat rights of the affected employees shall be activated. If the retreat rights are denied, the employees have the right to initiate a grievance pursuant to Article 15.

IMPACT/WORK HOUR REPORT

The *Impact/Work Hour Report* is to be supplied to the Union at the Area/Regional Level. Whenever changes occur in the original *Impact/Work Hour Report*, the Union at the Area/Regional Level will be provided an updated *Impact/Work Hour Report*.

MINIMIZING IMPACT

In order to minimize the impact on employees (FTR, PTR, PTF), all postal support employees (PSEs) working in the affected craft and installation will be separated to the extent possible prior to making involuntary reassignments. When the excessing event is at a Level 20 or below post office, to the extent possible, part-time flexible employee hours will be reduced.

There is an obligation to separate PSEs if doing so would yield sufficient hours for a regular duty assignment, either NTFT or traditional: that is, eight (8) hours within nine (9) or ten (10) hours, five (5) days during a service week. PSEs in any Level 4 RMPOs within an installation should be separated in order to utilize those hours to minimize the impact for Clerk Craft PTF career employees prior to excessing them outside their craft or installation.

In addition, management shall identify duty assignments within the appropriate radius held by postal support employees (PSEs) which shall be made available for the reassignment of excessed career employees. In addition to those residual duty assignments into which PSEs have opted to occupy, the parties shall identify the existence of any other duty assignments within the withholding area occupied by PSEs in order to minimize the impact of excessing on full-time career employees (FTR, PTR, PTF) in the regular workforce.

LIGHT AND LIMITED DUTY EMPLOYEES

The following rules apply to the circumstances described below when excessing (from a section or craft/installation) pursuant to Article 12:

- An employee in a light/limited duty status who occupies a duty assignment will be excessed in the same way that employees in a full duty status are excessed, based on the pay level of the duty assignment that they hold and their seniority and status. They will receive reasonable accommodation, if necessary, in their new duty assignment and or installation.

- When excessing occurs in a craft, either within the installation or to another installation, the sole criteria for selecting the employees to be excessed is seniority. Whether an employee in the affected craft is recovering from either an on or off-the-job injury would have no bearing on his/her being excessed.

- Other limited duty employees who are temporarily assigned to the craft undergoing excessing, will be returned to their respective crafts before excessing can occur.

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

- No offer of reemployment or reassignment for limited duty employees can be made until all employees with retreat rights have had the opportunity to retreat in accordance with Article 12.5.A.4 and 12.5.A.5.

BASIC PRINCIPLES & REASSIGNMENTS

Article 12.5.A.4 should be applied when it is necessary to reassign full-time regular or part-time regular employees from one section to another section.

The provisions of Article 12.5.A.5 should be applied when it is necessary to decrease the actual number of employees in the installation other than by attrition.

An employee entitled to specific placement pursuant to Article 12 may exercise such entitlement only if no other employee has a superior claim to the same position (such as by seniority or incumbency).

STEWARDS – SUPERSENIORITY

When it is proposed to reassign a steward or a chief steward, the employee will not be involuntarily transferred to another tour, station, or branch of the particular post office or to another independent post office or installation unless there is no job for which that employee is qualified on such tour, or in such station or branch, or post office.

MOTOR VEHICLE CRAFT

In the Motor Vehicle Craft, excessing from a position designation is by length of MVS service (service seniority) in the same installation (Article 39, Section 1.D).

MAINTENANCE CRAFT

Installation seniority governs identifying excess employees within an occupational group and level (Article 38, Section 3.K).

CLERK CRAFT

When excessing from a section occurs (Article 12.5.C.4), any duty assignments remaining within the section occupied by clerks junior to the senior clerk whose duty assignment was abolished or reposted, will be posted for bid to currently qualified clerks within the section.

BEST QUALIFIED
Incumbents in each best qualified position and salary level are considered a separate category for Article 12 excessing purposes. Employees holding best qualified duty assignments are identified for excessing based on their seniority in their best qualified position title.

NON-TRADITIONAL FULL-TIME (NTFT) DUTY ASSIGNMENTS
Employees in both traditional and non-traditional full-time (NTFT) duty assignments are considered all one (1) category for excessing and retreat rights purposes.

An employee may not be excessed for failing to bid on any NTFT duty assignment. Employees are excessed based on their seniority in a craft, pay level, and status (FTR, PTR, PTF) up to the number of the identified impact.

Article 12.5.B.11

SURPLUS/EXCESS EMPLOYEES
Surplus/excess employees from Headquarters, Area offices, non-mail processing and non- mail delivery installations or from other Federal departments or agencies shall be placed at the foot of the part-time flexible roll and begin a new period of seniority.

Except as provided for in Article 12.2, surplus/excess Postal Service employees from an APWU bargaining unit in any of the facilities cited in 12.5.B.11 shall begin a new period of seniority but will retain their full-time or part-time status.

DEFINITION OF AN INSTALLATION
An installation is the composite of the work areas and/or facilities in which any craft employee may use seniority to bid or apply (bid cluster).

DEFINITION OF 100 MILE RADIUS
The 100-mile criteria identified in Article 12, (e.g., 12.5.C.1.b, 12.5.C.1.d, 12.5.C.1.f, 12.5.C.5.b.(1), and 12.5.C.5.b.(1)(a) is measured by determining the shortest driving distance between the losing installation and the gaining installation. When an installation has multiple facilities, the point of measurement is set at the plant (or acknowledged main office in any customer service only installation).

Article 12.5.C.1

DISCONTINUED INSTALLATION FULL-TIME REASSIGNMENTS
Article 12.5.C.1.(a) provides that when an independent installation is discontinued, full-time and part-time employees will be involuntarily reassigned to continuing installations, to the maximum extent possible, in accordance with Article 12.5.C.1.(b) through 12.5.C.1.(g).

Article 12.5.C.1.b and 12.5.C.1.c provide for the involuntary reassignment of full-time employees in the following order:

- Reassign (with their seniority) to vacancies in the same or lower level in the same craft or occupational group to installations within 100 miles; then,

- If, after consultation with the affected Union, it is determined necessary, vacancies in the same or lower level in the same craft or occupational group will be identified in installation beyond 100 miles; then,

- Reassign to residual vacancies in the same or lower level in other crafts or occupational groups in which the employees meet the minimum qualifications. Employees reassigned across craft lines begin a new period of seniority.

The seniority provisions provided for in Article 12.5.C.1.c.(1) and Article 12.5.C.1.c.(2) have no application to the above reassignment process.

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

DISCONTINUED INSTALLATION PART-TIME REASSIGNMENTS

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

When the reassignment of all part-time flexible employees cannot be accomplished, the remaining part-time flexible employees will be assigned to other crafts or occupational groups for which they meet the minimum qualifications of the position to which assigned.

Such part-time flexible employees will be placed at the foot of the part-time flexible roll and begin a new period of seniority.

Full-time employees changed to part-time flexible status retain for six (6) months placement rights to vacancies within 100 miles of the discontinued installation, or in more distant installations following consultation with the Union at the Regional Level.

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

Article 12.5.C.2

CONSOLIDATION OF INSTALLATIONS

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

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

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

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

REMOTE ENCODING CENTERS (REC)

Whenever it becomes necessary to make a Remote Encoding Center (REC) part of an existing installation, those (REC) Clerk Craft career employees who were voluntarily reassigned to the REC site directly from the continuing installation, will have their seniority calculated as if their service was uninterrupted in the continuing installation.

REMOTE ENCODING CENTER CLOSING

Starting with the junior employee, impacted full-time data conversion operators may be involuntarily reassigned with their seniority, consistent with Article 12.5.C.5.b.(1), to residual duty assignments in the same, higher, or lower level in APWU crafts in installations within 100 miles of the losing installations, or in more distant installations if, after consultation with the Union, it is determined that is necessary.

Article 12.5.C.3

TRANSFER OF CLASSIFIED STATION/BRANCH

Article 12.5.C.3 provides for the transfer of a classified station or classified branch to the jurisdiction of another installation. When implementing this provision, the following steps should be taken:

- Full-time employees with bid assignments at the subject station or branch are given the option of retaining their bid assignment and seniority at the gaining installation or remaining in the losing installation as an unencumbered regular.
- Once management has determined the number of assignments needed at the station or branch after the transfer, any vacancies resulting from employees unwilling to move with their assignments are to be posted for bid, office-wide, at the losing installation.
- Should the posting under Article 12.5.C.3.b not result in sufficient employees (voluntary) to cover the remaining vacancies, management may involuntarily reassign employees from the losing installation. Such employees are entitled to retreat rights.

Article 12.5.C.4

LOCAL NOTIFICATION

When it is proposed to reassign within an installation employees excess to the needs of a section, Union notification shall be at the Local Level (as much as six (6) months in advance when possible), pursuant to Article 12.5.B.4. The identification of assignments comprising a section is determined through the local implementation procedure (See Article 30.B.18).

If no sections are established by local negotiations, the entire installation shall comprise the section.

REASSIGNMENTS WITHIN THE INSTALLATION/SECTIONS

Before involuntarily reassigning full-time employees from a section, the following must be completed:

- Before excessing from a section, all full-time employees not holding a duty assignment (e.g., unencumbered/unassigned) must be assigned outside the section.
- Return any limited or light duty employees from other crafts who are temporarily assigned to the affected section to their respective crafts.
- Identify the full-time duty assignments to be abolished; and
- Identify the junior full-time employees to be reassigned; and
- Identify the number of duty assignments occupied by the junior full-time employees that will remain following their reassignment. These duty assignments are to be posted for sectional bidding.
- In the Clerk Craft, identify the number of duty assignments remaining within the section occupied by clerks junior to the senior clerk whose duty assignment was abolished or reposted and post for bid to currently qualified clerks within the section.

When making involuntary reassignments from a section, start with the junior full-time employee in the same craft or occupational group and in the same salary level regardless of whether the junior employees' duty assignment was abolished.

Junior full-time employees excessed from a section retain their seniority and are reassigned as unassigned full-time employees in the same craft or occupational group and in the same salary level. Duty assignments vacated by the reassigned junior employees are posted for bid to employees remaining in the section. If no bids are received, the unassigned employees remaining in the section are assigned to the vacancies.

Junior full-time employees who are reassigned outside the section as unassigned/unencumbered full-time employees must be assigned to a full-time schedule with either fixed or rotating nonscheduled days off, as determined by the Local Memorandum of Understanding.

Unassigned/unencumbered full-time employees may bid on vacancies for which they are otherwise eligible to bid. Unassigned/unencumbered full-time employees who are unsuccessful in bidding may be assigned to residual vacancies.

Unassigned/unencumbered full-time employees temporarily assigned to a work area cannot use their seniority to the detriment of employees holding regular bid assignments in the work area.

Initial vacancies occurring within a section, in the same salary level from which excessed employees have active retreat rights, are posted for bid within the section for employees of the same salary level as the excessed employees. For purposes of this in-section bidding, eligible clerks within the section would not be subject to any existing bidding restrictions as such in-section bidding is controlled by Article 12, not Article 37.

The resulting residual vacancies, if any, are then offered to employees in the same salary level who have retreat rights to the section.

Excessed employees with retreat rights to the section may decline their right to retreat to any NTFT duty assignment without relinquishing their right to retreat to any future posted traditional or non-traditional duty assignment.

If vacancies remain after offering retreat rights to eligible employees, the vacancies are then posted for bid installation wide.

In the Clerk Craft, the NTFT MOU requires that if the traditional FTR duty assignment occupied by a senior clerk is reposted as a NTFT duty assignment all duty assignments within the section occupied by junior clerks must be reposted for in-section bidding, except for any reposted duty assignments occupied by junior clerks which are changed sufficiently to meet the reposting requirements in Article 37.3.A.4, and will be posted installation-wide.

However, if an Article 12.5.C.4 sectional excessing occurs simultaneously with the repostings, (or if any clerk still retains retreat rights to the section from a prior excessing) all duty assignments must be posted in-section until all retreat rights have been satisfied.

A Clerk Craft duty assignment must be posted installation-wide any time it is either changed from traditional to NTFT or from NTFT to traditional, unless there are employees with retreat rights to the section.

SECTIONAL RETREAT RIGHTS - IMPACT OF SUBSEQUENT EXCESSING FROM CRAFT/INSTALLATION

The sectional retreat rights (Article 12.5.C.4.c) held by an APWU represented employee who is subsequently excessed from the craft/installation are suspended until the employee is returned to the craft and/or former installation. Then the right to retreat to the former section will be reinstituted.

Article 12.5.C.5.a

REASSIGNMENT ACROSS CRAFT LINES WITHIN THE INSTALLATION

Article 12.5.C.5.a(4) provides for the involuntary reassignment of full-time employees who meet the minimum qualifications by juniority, to residual vacancies in other crafts within the installation. The contract of the gaining craft/Union will determine the employee's seniority.

APWU CRAFTS

If involuntarily reassigned across craft lines within the installation, the employee has no option and must be returned to the first available vacancy. If an employee (including those excessed between APWU crafts prior to May 23, 2011) is reassigned to an APWU represented craft, when the installation notifies the employee in writing that he or she will be returned to the craft from which reassigned, and before the employee is returned, the employee may waive return to the former craft by written notification to the installation head or designee within five (5) business days of the notification. This opportunity applies only to employees excessed from one APWU craft to another APWU represented craft.

If involuntarily reassigned outside the installation, including across craft lines, the employee can exercise his/her option to return to the vacancy.

Employees who waive their return to their former craft, electing to remain in a lower-level assignment, will no longer retain saved grade.

If the first available residual vacancy is in a lower wage level, the returning employee will receive saved grade.

When an opportunity arises for excessed employees to return to a vacancy in their former craft or installation, the Postal Service will contact all excessed employees in seniority order prior to awarding bids in the former installation and the order of return will be based on the seniority standing among all excessed employees, both across craft lines and outside the installation. If the employee does not meet the minimum qualifications for the vacancy, it will not be considered as an opportunity.

MINIMUM QUALIFICATIONS

Minimum qualifications are usually the requisite entrance examination, a driving license (including a Commercial Driving License-CDL where necessary), an experience requirement, or a demonstration of a skill (e.g., typing).

Please check the qualification standards to determine the minimum qualifications for a particular position.

MAINTENANCE CRAFT

The first opportunity to return to the Maintenance Craft shall be to the first same or lower-level duty assignment which remains vacant after the in-craft process for posting and filling duty assignments and for which the excessed employee is qualified. If return to the craft is to a lower-level duty assignment, the employee shall receive saved grade.

Article 12.5.C.5.b

REASSIGNMENTS OUTSIDE THE INSTALLATION

Article 12.5.C.5.b(1) provides for the involuntary reassignment of full-time employees by juniority to other installations to residual vacancies in the same or lower level in the APWU crafts. When offices are downsized under the Delivery Unit Optimization (DUO) clerks who are displaced do not have the right to follow their work to the gaining installation.

Management designates the available residual vacancies and if a sufficient number is not identified within the appropriate radius of the losing installation, consultation with the affected Union is required.

If employees are being excessed from more than one (1) installation within a close geographic area at the same time, Area management and the APWU Regional Coordinator will meet and determine the appropriate method to be used for selection from the list of available withheld vacancies.

Article 12.5.C.5.b (3)

VOLUNTEERS IN LIEU OF EXCESSED EMPLOYEES

An employee may volunteer to replace an impacted employee in the same craft or occupational group. These volunteers will be selected by seniority.

Article 12.5.C.5.b.(3) permits senior maintenance employees in the same occupational group in the same installation to volunteer to be reassigned to the gaining installation.

Employees excessed into a different craft outside of the installation have retreat rights (except for senior in lieu of volunteers) and may return, but are not required to return, to their former craft and former installation.

Employees who are voluntarily reassigned to another installation in lieu of a junior employee subject to reassignment do not have retreat rights.

A senior non-impacted employee may volunteer for placement in withheld duty assignments outside of their craft and within their installation only if it is from and to an APWU represented craft. Senior non-impacted employees may volunteer for placement into withheld duty assignments outside their craft and outside their installation within the same or lower wage level and status.

The Postal Service will post a notice on official bulletin boards to notify non-impacted employees of the opportunity to replace an impacted employee and including a listing of the withheld duty assignments. Selections of volunteers will be made by seniority. Seniority for employees in their new installation/craft is established in the respective gaining craft article.

Clerk Craft volunteers will retain their seniority and status (outside the installation). In the Motor Vehicle Craft the volunteers will take their own seniority in the same wage level and position designation. Maintenance Craft employees will retain their own seniority.

Article 12.5.C.5.b (4)

If more than one (1) vacancy is available for the full-time employees subject to involuntary reassignment, the senior of those junior employees to be reassigned is given first choice.

Article 12.5.C.5.b (5)

Excess full-time clerks have the option to revert to part-time flexible status in lieu of involuntary reassignment and such employee is placed on the part-time flexible roster in accordance with their seniority. Effective May 23, 2011, this provision applies only to Level 20 and below post offices.

The employee who opted to change to part-time flexible would retain their seniority and upon a later conversion to a full-time vacancy would be senior to any junior employee who returned to the installation as a result of exercising their retreat rights.

If impacted full-time regular clerks elect to remain in the installation by voluntarily converting to PTF status there is no increase in the overall PTF work hours available for the PTF pool, in fact, there will be a reduction due to Article 12 prerequisites.

Should a sufficient number of full-time employees elect to change to part-time flexible in lieu of involuntary reassignment, which results in overstaffing of the part-time flexible category, then management may in accordance with Article 12.5.C.8 accomplish the following.

- Identify sufficient part-time flexible vacancies to accommodate excess part-time flexibles as follows:
    - vacancies in other crafts within the installation;
    - vacancies in all crafts in other installations.

The part-time flexible employees subject to involuntary reassignment may request to be reassigned to vacancies beginning with the vacancies in other crafts within the installation.

Article 12.5.C.5.b (6)

If a full-time employee junior to the employee who elected to change to part-time flexible is excessed or involuntarily reassigned to another installation, that employee has retreat rights in accordance with 12.5.C.5.b.(6). The senior employee who changed to part-time flexible has no retreat right to the full-time workforce.

RETREAT RIGHTS

To obtain retreat rights, an involuntarily reassigned employee must file a written request to be returned to the first available vacancy in the same salary level, in the craft or occupational group, in the installation from which reassigned. The retreat rights will be honored until the employee is returned, the request for retreat rights is withdrawn, or the employee declines an opportunity to return in accordance with the requested retreat rights.

Excessed employees with retreat rights may decline their right to retreat to any NTFT duty assignment without relinquishing their right to retreat to any future posted traditional or non-traditional duty assignment.

Employees who volunteered to be reassigned in lieu of junior employees subject to involuntarily reassignment are not entitled to retreat rights [see Article 12.5.C.5.b.(3)].

In the Clerk Craft (Article 37, Section 2.D.5.c); an employee involuntarily reassigned is entitled, at the time of such reassignment, to file a written request for retreat rights.

The request must indicate whether the employee desires to retreat to the same, lower, and/or higher-level duty assignment and, if so, what salary level(s). The written request for retreat rights shall serve as a bid for all vacancies in all levels for which the employee has expressed a desire to retreat. These requests will only be considered after the placement of any senior unencumbered employees in the former installation.

The employee may only retreat to those lower-level duty assignments for which the employee would have been otherwise eligible to bid. Withdrawal of a bid or failure to qualify for a vacant or residual duty assignment terminates retreat rights to the level of the vacancy. An employee who voluntarily retreats to a lower-level duty assignment is not entitled to salary protection.

Employees who have been excessed from an installation pursuant to Article 12 should be given an opportunity to retreat prior to converting a part-time flexible employee to full-time.

MAINTENANCE CRAFT

A Maintenance Craft employee can exercise their retreat right to any same or lower-level duty assignment which remains vacant after the in-craft process for posting and filling duty assignments in their former installation and for which the excessed employee is qualified. Failure to exercise such retreat rights results in the employee forfeiting future retreat rights to the occupational group and level for which the retreat was declined. If return to the craft is to a lower-level duty assignment, the employee shall receive saved grade.

Article 12.5.C.6

REASSIGNMENTS TO CENTRALIZED INSTALLATIONS

When involuntary reassignments are made due to Centralizing Mail Processing and/or Delivery Installations, full-time clerks involuntarily reassigned are not eligible to bid for 180 days and the reassignment is treated as a detail for that period of time to avoid inequities at the gaining installation.

The clock on the 180-day detail begins to run with the involuntary reassignment of the first full-time employee. (Article 12.5.C.6) (Clerk Craft only.)

During the 180-day detail period, all full-time duty assignments which were established prior to the centralization are posted for bid as they become vacant to the full-time employees who were assigned to the installation prior to the involuntary reassignment of the first full-time employee.

Article 12.5.C.6 provides that part-time flexible employees may be reassigned pursuant to Article 12.5.C.8.

All newly created and remaining Clerk Craft vacant duty assignments shall be posted for bid at the close of the detail period, and all full-time clerks then assigned to the centralized installation are eligible to bid.

When the centralized installation is a new installation, applications are solicited from full-time clerks at the losing installation(s), and the senior full-time clerks applying for reassignment will be reassigned with their seniority.

Such reassignments will be made in the order of seniority from those full-time clerks submitting applications, up to the number of full-time clerks who have been identified as excess in the installation(s).

Should an insufficient number of full-time clerks apply from the losing installation(s) and the involuntarily reassignment of junior full-time clerks be required, such reassignments would be made pursuant to Article 12.5.C.5.

When the Postal Service initiates a centralization to a gaining installation where there are clerks holding current retreat rights to that installation, the clerks holding retreat rights back to their former installation will be offered the first selection from the detail list. If those clerks do not make a selection or decline an offer to return, they will have waived their retreat right back to their former installation and the offered pay level. Clerks accepting retreat rights to details in their former installation will be considered to be unencumbered and may bid without the 180-day restriction.

The Postal Service will not post the duty assignments created by the new work until the end of 180 days. If the duty assignments held by those clerks exercising their retreat right back to their former installation is the assignment they were placed into when first excessed, it will be withheld and used for placement of the impacted employees/volunteers at the impacted centralized installation. If the duty assignment is not the original placement it will be go through the appropriate Article 37 process. The clerks being excessed into the gaining installation due to the centralization will select from the remaining details not selected and the other withheld residual duty assignments in the withholding area.

Article 12.5.C.7

MOTOR VEHICLE CRAFT

Article 12.5.C.7 provides that when a vehicle maintenance facility is established to replace an auxiliary garage, the newly created full-time duty assignments in the new vehicle maintenance facility (VMF) shall be posted for application to full-time and part-time flexible employees in the losing installation. The senior qualified applicants shall be reassigned with their seniority, up to the number of employees identified as excess in the losing installation.

When a VMF is established to replace vehicle maintenance in a perimeter office, the newly created full-time duty assignments in the new facility shall be posted for application to the full-time and part-time flexible employees in the losing installation. The senior qualified applicants shall be reassigned with their seniority, up to the number identified as excess in the losing installation.

When vehicle operations are changed by transfer from one installation to another, the newly created full-time duty assignments in the gaining installation shall be posted for applications in the losing installation by full-time and part-time flexible employees in the craft. The senior qualified applicants shall be reassigned with their seniority, up to the number identified as excess from the losing installation. Bidding performed under Article 39.2.A.6 and Article 39.2.A.7 is not counted as a successful bid under Article 12.3.A.

Exceptions to the reassignments of Motor Vehicle Craft employees by juniority are provided for in Article 12.5.C.5.b(1)(a), 12.5.C.5.b(3), and 12.5.C.5.b(5).

Involuntarily reassigned Motor Vehicle Craft employees may volunteer and shall be reassigned to any vacant motor vehicle position for which they are qualified. When reassignment is to the same occupational group, they would retain their seniority.

Article 12.5.C.8

PART-TIME FLEXIBLE REASSIGNMENTS

The term "quota" comes from the previous staffing practice calling for one (1) substitute for each five (5) regulars. The reference to quota no longer applies and has not since Postal Reorganization.

Part-time flexible employees may, at their option, be involuntarily reassigned to the part-time flexible rolls in the same or another craft in another installation, or to another craft in the same installation.

When reassigned across craft lines in the same or another installation, part-time flexible employees are placed at the foot of the gaining part-time flexible roll and begin a new period of seniority.

When reassigned to the same craft in another installation, upon conversion to full-time, the employee will be credited with seniority from the losing installation augmented by seniority from the gaining installation.

A part-time flexible employee who is reassigned to a vacancy in another craft within the installation must be returned to the first available part-time flexible vacancy within the craft and level from which reassigned.

CLERK CRAFT (LEVEL 20 & BELOW POST OFFICES)

When a part-time flexible employee is voluntarily or involuntarily reassigned to the Clerk Craft from another craft, the employee shall be assigned to the bottom of the part-time flexible roll and begin a new period of seniority effective the date of reassignment.

When reassigned in the same craft to another installation, the employee is placed at the foot of the part-time flexible roll in the gaining installation; however, when converted to full-time at the gaining installation, the employee regains the seniority lost when reassigned.

Senior part-time flexible employees who elect to be reassigned to the gaining installation will be placed at the bottom of the part-time flexible roll. Upon conversion to full-time, an employee's seniority for preferred duty assignments shall include part-time flexible service in both the losing and gaining installations.

RETREAT RIGHTS – PART-TIME EMPLOYEES

Part-time flexible employees who were involuntarily reassigned to vacancies in other installations have retreat rights in order of their standing on the part-time flexible roll when reassigned.

Part-time flexible employees who volunteered for reassignment in lieu of part-time flexible employees who were subject to involuntary reassignment are not entitled to retreat rights.

To be entitled to retreat rights, affected employees must make a written request at the time of reassignment from the losing installation. Retreat rights must be honored unless withdrawn or the employee declines an opportunity to return.

Any part-time flexible employee holding retreat rights to the Clerk Craft in a 200-workyear installation after December 1, 2007, may retreat to a residual full-time vacancy regardless of level, at the first available opportunity.

Any part-time flexible employee holding retreat rights to the Clerk Craft in Function 1 or Level 21 and above post offices after May 23, 2011, may retreat to a residual full-time vacancy regardless of level, at the first available opportunity.

Article 12.5.D

PART-TIME REGULARS (MAINTENANCE CRAFT)

Part-time regular employees are in a separate category for the purposes of applying Article 12.5. They can be involuntarily reassigned, if necessary, using the provisions of Article 12.5.C.1 through 12.5.C.8, as appropriate.

Article 12.6

TRANSFERS

The parties agree that the following procedures will be followed when career postal employees request reassignment from one postal installation to another.

REASSIGNMENTS (TRANSFERS)

The following rules apply to employees who request a voluntary transfer:

A. Installation heads may continue to fill authorized vacancies first through promotion, internal reassignment and change to lower level, transfer from other agencies, reinstatements, etc., consistent with existing regulations and applicable provisions of the National Agreement;

B. Installation heads will afford full consideration to all reassignment requests from employees in other geographical areas within the Postal Service. The requests will be considered in the order received consistent with the vacancies being filled and type of positions requested.

Such requests from qualified employees, consistent with the provisions of this Memorandum, will not be unreasonably denied. Local economic and unemployment conditions, as well as EEO factors, are valid concerns.

When hiring from entrance registers is justified based on these local conditions, an attempt should be made to fill vacancies from both sources.

Except in the most unusual of circumstances, if there are sufficient qualified applicants for reassignment at least one (1) out of every four (4) vacancies will be filled by granting requests for reassignment in all offices of 100 or more workyears if sufficient requests from qualified applicants have been received. In offices of less than 100 workyears a cumulative ratio of one (1) out of six (6) for the duration of the National Agreement will apply.

C. Districts will maintain a record of the requests for reassignment received in the offices within their area of responsibility. This record may be reviewed by the Union on an annual basis upon request.

   Additionally, on a semiannual basis Local Unions may request information necessary to determine if a one (1) out of four (4) ratio is being met between reassignments and hires from the entrance registers in all offices of 100 or more workyears.

D. Managers will give full consideration to the work, attendance, and safety records of all employees who are considered for reassignment. An employee must have an acceptable work, attendance, and safety record and meet the minimum qualifications for all positions to which they request reassignment.

   1. Both the gaining and losing installation head must be fair in their evaluations. Evaluations must be valid and to the point, with unsatisfactory work records accurately documented. For reassignments within the geographical area covered by a District or to the geographical area covered by adjacent Districts, the following applies:

      An employee must have at least eighteen months of service in their present installation prior to requesting reassignment to another installation.

      Employees reassigned to installations under the provisions of this Memorandum must remain in the new installation for a period of eighteen months, unless released by the installation head earlier, before being eligible to be considered for reassignment again, with the following exceptions: 1.) in the case of an employee who requests to return to the installation where he/she previously worked; 2.) where an employee can substantially increase the number of hours (eight (8) or more hours per week) by transferring to another installation and the employee meets the other criteria, in which case the lock-in period will be twelve months.

      Employees serving under craft lock-in periods per the provisions of the National Agreement must satisfy those lock-ins prior to being reassigned to other installations. These transfers are included in the one (1) out of four (4) ratio.

2. For all other reassignments, the following applies: An employee must have at least one (1) year of service in their present installation prior to requesting reassignment to another installation.

   Employees reassigned to installations under the provisions of this Memorandum must remain in the new installation for a period of one (1) year, unless released by the installation head earlier, before being eligible to be considered for reassignment again, except in the case of an employee who requests to return to the installation where he/she previously worked.

   Employees serving under craft lock-in periods per the provisions of the National Agreement must satisfy the lock-in prior to being reassigned to another installation.

E. Installation heads in the gaining installation will contact the installation head of the losing installation and arrange for mutually agreeable reassignment and reporting dates.

   A minimum of thirty days notice to the losing office will be afforded. Except in the event of unusual circumstances at the losing installations, reasonable time will be provided to allow the installation time to fill vacancies, however, this time should not exceed ninety (90) days.

F. Reassignments granted to a position in the same grade will be at the same grade and step. Step increase anniversaries will be maintained. Where voluntary reassignments are to a position at a lower level, employees will be assigned to the step in the lower grade consistent with Part 420 of the Employee and Labor Relations Manual.

G. Employees reassigned under these provisions will be reassigned consistent with the provisions of the appropriate craft article contained in the National Agreement. Employees will not be reassigned to full-time regular positions to the detriment of career part-time flexible employees who are available for conversion at the gaining installation.

   Seniority for employees transferred per this Memorandum will be established consistent with the provisions of the National Agreement.

H. Relocation expenses will not be paid by the Postal Service incident to voluntary reassignment. Such expenses, as well as any resulting interview expenses, must be borne by employees.

I. Under no circumstances will employees be requested or required to resign, and then be reinstated in order to circumvent these pay provisions, or to provide for an additional probationary period.

TRANSFER OPPORTUNITIES TO MINIMIZE EXCESSING

Excluding installations concurrently experiencing excessing, posted Clerk Craft vacancies within the District which are determined to be residual as well as residual vacancies outside the District but within a 100-mile geographic radius of the impacted installation are made available for a period of 21 days through eReassign for transfer requests by FTR clerks in installations impacted by excessing before they may be withheld under Article 12 and Article 37.3.A.3.

When APWU is notified of pending excessing of one (1) or more clerks from the craft and/or installation, all clerks in the impacted installation will be notified by management of their right to apply for transfer to residual vacancies within the District and/or 100-mile geographic radius through eReassign for a period of 21 days posted on the first day of each month and ending on the 21st day at midnight CT until the event has occurred, the impact has been achieved, or has been withdrawn. The jobs posted in the 21-day process are FTR Clerk Craft residual duty assignments posted after the assignment of any unencumbered clerks and after activation of any existing retreat rights. These duty assignments are posted one (1) time in eReassign and then if not selected will be withheld for impacted employees to preference.

The area of consideration for this special opportunity to voluntarily transfer applies to posted clerk vacancies within the District and to posted clerk vacancies in installations outside the District, but within a one hundred (100) mile geographic radius of the impacted installation, which are determined to be residual after completion of the bidding/assignment process in Article 37.3 and 37.4.

The one hundred (100) mile radius for 21-day eReassign is an actual geographic radius from the impacted installation. Unlike the radius for involuntary excessing, it is not measured by determining the shortest driving distance between the losing installation and the gaining installation. When an installation has multiple facilities, the point of measurement is set at the plant (or acknowledged main office in any customer service only installation). The parties at headquarters may mutually agree to expand the area of consideration beyond the 100-mile geographic radius if they determine it is necessary to provide sufficient vacancies for offices with excess clerks. This mutual agreement may only occur at the National Level before the opening of the current month's 21 day posting. The Postal Service will announce the expansion to the impacted employees in advance of the next posting.

All full-time clerks, regardless of seniority, level, or senior/best qualified status, in the impacted installation will be eligible for consideration. This will reduce the number of involuntary reassignments necessary in an excessing situation.

The transferring clerk will be awarded the specific posted residual vacancy as identified on eReassign.

If multiple clerks from one (1) or more impacted office(s) request transfer to a residual vacancy within the District or one hundred (100) mile radius as listed in eReassign, the successful applicant for transfer will be determined on a seniority basis using craft installation seniority from the losing installation(s).

The selecting official will usually finalize the selections within five (5) business days of the closing of the 21-day posting period on the 21st of each month at midnight CT. The successful applicants will be notified in writing within one (1) week.

A minimum of 30 days notice to the losing installation will be afforded if possible. Neither the gaining nor losing installation can place a hold on the employee. The affected employee will be allowed to transfer prior to the excessing if they desire and choose their effective date of transfer that will coincide with the start of a pay period at the gaining installation.

The losing installation will coordinate between the employee and the gaining installation.

These same special transfer opportunities will also be made available for part-time flexible clerks in offices where PTFs have been identified as excess to the needs of the installation. PTF clerks in offices impacted by PTF clerk excessing are given a special priority for transfer to PTF openings within the District and 100-mile radius using the eReassign procedure. They will be selected before consideration of applicants in the APWU Priority Consideration and regular eReassign applicants. PTF clerks selected at the end of the 21-day process must accept the selection. They have no right to decline.

ARTICLE 13
ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES

Article 13.1

The provisions of Article 13 govern a voluntary request for light duty work by employees temporarily or permanently incapable of performing their normal duties as a result of illness or injury.

LIMITED DUTY

The term "light duty" should not be confused with "limited duty." Light duty applies to an off-the-job illness or injury where limited duty applies to an on-the-job illness or injury. Limited duty was established by federal regulation, including Title 5, *Code of Federal Regulations*, Part 353. Postal Service limited duty regulations are found in Subchapter 540 of the *Employee & Labor Relations Manual (ELM)*.

Determining whether an illness or injury is job related is solely within the jurisdiction of the Office of Workers' Compensation Programs (OWCP).

Limited duty may be provided for employees who are temporarily or permanently incapable of performing their normal duties as a result of a job-related compensable illness or injury. Article 13.4.H applies to both light and limited duty situations.

Article 13.2.A

LOCAL MEMORANDUM OF UNDERSTANDING

Article 30.B, Items 15, 16 and 17 provide for the identification of light duty assignments during local implementation. However, an employee is not prevented from requesting available light duty work when agreement was not reached during local implementation.

THE LIGHT DUTY REQUEST

Any full-time regular or part-time flexible employee may request temporary light duty, regardless of length of service. Article 13.2.A establishes the following requirements for a light duty request:

- the request must be submitted in writing;
- the request must be supported by a medical statement from a licensed physician or by a written statement from a licensed chiropractor;
- the employee bears the cost of obtaining the statement required under this section;
- the employee must agree to submit to a further examination by a physician designated by the installation head, if requested;
- the employee may specifically seek light duty or may seek "other assignment" within the employee's medical limitations.

SECOND OPINION

The Postal Service will be responsible for any costs incurred when management requests a second medical examination.

PUBLIC HEALTH SERVICE

Ordinarily, the Postal Service no longer uses the Public Health Service in such cases. Rather, employees may expect to be sent to a Postal Service physician or a Postal Service contract physician.

Article 13.2.B

PERMANENT LIGHT DUTY

An employee with a non-job-related injury or illness must have five (5) years of Postal Service to be eligible to apply for permanent reassignment. However, if the illness or injury is determined by OWCP to be job related, full or part-time flexible employees unable to perform all or part of their assigned duties, may choose to request permanent reassignment instead of using the procedures in ELM, Subchapter 540, regardless of length of Postal Service. The following requirements apply to a request for permanent reassignment to light duty work:

- the request must be submitted in writing;
- the request must be accompanied by a medical statement from a physician designated by the installation head. Unlike the case in requests for temporary reassignment, a statement from the employee's physician is not acceptable;
- the Postal Service will be responsible for the costs of the medical examination which is required and scheduled by the Postal Service;
- the employee may specifically seek light duty or may seek "other assignment" within the employee's medical limitations.

RESOLVING DISAGREEMENTS

The dispute resolution procedure in Article 13.2.B.2 does not apply to an on-the-job illness or injury. Indeed, only the OWCP has the authority to resolve a medical dispute concerning an employee claiming to have suffered a compensable injury or illness.

If requested by the Local Union, a third doctor is selected from a list supplied by the local Medical Society of certified specialists for the condition in question. A different list is used for each individual case.

Article 13.2.C and 13.3

LOCAL IMPLEMENTATION

Article 13.2.C requires that the installation head make a bona fide effort to identify light duty work, including giving the matter "the greatest consideration" and "careful attention." Management is required to provide the employee a written explanation if light duty work is not provided. A dispute concerning whether light duty was available may be addressed through the grievance-arbitration procedure.

Article 13.3 (in conjunction with Article 30.B, Items 15, 16, and 17) establishes light duty issues that may be negotiated during the local implementation period, including:

- the number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment (Article 30.B.15);
- the method to be used in reserving light duty assignments so that no regularly assigned member of the regular workforce will be adversely affected (Article 30.B.16);
- the identification of assignments that are to be considered light duty within each craft represented in the office (Article 30.B.17).

Article 13.3.C provides that changes may be made in an employee's regular schedule and work location in order to accommodate a light duty request.

OUT-OF-SCHEDULE PAY

Light duty assignments for full-time employees may be established from part-time hours to consist of eight (8) hours or less in a service day and forty hours or less in a service week.

In addition, the installation head may change an employee's regular schedule in order to afford light duty work to an employee without incurring an out-of-schedule obligation.

Employees on limited duty are not entitled to out-of-schedule premium pay when assigned to work hours other than those of their regular schedule.

However, management is not granted an "unbridled right" to make an out-of-schedule assignment if a limited duty assignment could be offered during the employee's regular tour.

The reassignment of an employee to "light" duty under Article 13.4.D, including the hours of duty, is the decision of the installation head. Article 13.3.C states that the "light" duty employee's tour hours shall be those of the light duty assignment and the needs of the service, based upon legitimate Postal Service needs.

GUARANTEES

Full-time employees on light duty are not guaranteed eight (8) hours a day or forty hours a week of light duty work. Rather, full-time employees on light duty may be sent home before the end of their tour due to lack of work.

Article 13.4.A

GENERAL POLICY PROCEDURES

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

Article 13.4.C

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

Article 13.4.F

PERIODIC REVIEW

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

Article 13.4.G

DISPUTES – LIGHT DUTY

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

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

Article 13.4.H

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

Article 13.4.I

ASSIGNMENT TO ANOTHER CRAFT

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

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

The seniority of full-time employees reassigned to another craft under the provisions of Article 13.4 is determined by applying Article 13.6.A.

Article 13.4.M

ADVANCE LOCAL NOTIFICATION

Management will give the Local Union President advance written notification when it is proposed to reassign an ill or injured light or limited duty employee to a cross-craft assignment into an APWU represented craft.

Article 13.5

POSTING IN THE GAINING CRAFT

A full-time regular vacancy created by the reassignment of an employee under Article 13.5 will initially be posted for employees holding the same occupational group in the losing craft. The residual duty assignment shall then be posted to give the senior of the full-time regular employees in the gaining craft the opportunity to be reassigned.

Where an employee obtained a letter carrier position as a result of a letter carrier being assigned light duty work in the Clerk Craft under this provision, it is improper to return the former clerk to the Clerk Craft if the letter carrier successfully grieves that the light duty assignment was accepted under duress.

Article 13.5.B

Article 13.5.B provides that when no full-time regular employee in the gaining craft desires to take the vacancy in the losing craft, the vacancy is then offered to part-time flexible employees in the gaining craft by seniority. Part-time flexible employees so reassigned become full-time regular employees upon reassignment. However, they are required to begin a new period of seniority.

Article 13.5.C

Article 13.5.C provides that a full-time regular employee who successfully bids for a part-time flexible position in another craft pursuant to this provision must begin a new period of seniority and is changed to part-time flexible status.

SENIORITY

The seniority of a full-time regular assigned to another craft as a result of Article 13 is the lesser of the employee's own seniority or one (1) day junior to the junior full-time employee in the craft to which assigned. This is an exception to Article 37, Section 2.D.6.a.(2), Article 38, Section 3.E.1, Article 39, Section 1.B.3, and Article 41, Section 2.E.

BIDDING WHILE ON LIGHT OR LIMITED DUTY

The following procedures will be used in situations in which an employee, as a result of illness or injury or pregnancy, is temporarily unable to work all of the duties of his/her normal assignment and is instead working:

1) light duty,
2) or limited duty;

Or receiving:

3) continuation of pay;
4) compensation as a result of being injured on the job;
5) sick leave;
6) annual leave in lieu of sick leave;
7) or Leave Without Pay in lieu of sick leave

I. Bidding

A) An employee who is temporarily disabled will be allowed to bid for and be awarded a preferred bid assignment in accordance with the provisions in the various craft articles of the National Agreement, or where applicable, in accordance with the provisions of a Local Memorandum of Understanding, provided that the employee will be able to fully assume the position within six (6) months from the time at which the bid is submitted.

B) Management may, at the time of submission of the bid or at any time thereafter, request that the employee provide medical certification indicating that the employee will be able to fully perform the duties of the bid for position within six (6) months of the bid. If the employee fails to provide such certification, the bid shall be disallowed, and, if the assignment was awarded, the employee shall become an unassigned regular and the bid will be reposted. Under such circumstances, the employee shall not be eligible to re-bid the next posting of that assignment.

C) If at the end of the six-month period, the employee is still unable to fully perform the duties of the bid for position, management may request that the employee provide new medical certification indicating that the employee will be able to fully perform the duties of the bid for position within the second six (6) months after the bid.

If the employee fails to provide such new certification, the bid shall be disallowed and the employee shall become an unassigned regular and the bid will be reposted. Under such circumstances, the employee shall not be eligible to re-bid the next posting of that assignment.

D) If at the end of one (1) year from the submission of the bid the employee has not been able to fully perform the duties of the bid-for position, the employee must relinquish the assignment, and would then become an unassigned regular and not be eligible to re-bid the next posting of that assignment.

E) It is still incumbent upon the employee to follow procedures in the appropriate craft articles to request notices to be sent to a specific location when absent. All other provisions relevant to the bidding process will also apply.

F) If the bid is to an assignment that has other duties or requirements more physically restrictive or demanding than the employee’s current assignment which, at the time of bidding, the employee cannot perform as a result of temporary physical restrictions, the employee's bid will not be accepted.

G) If the employee is designated the senior bidder for an assignment which requires a deferment period, the employee must be physically capable of entering the deferment period at the time of the bid and completing it within the time limits set forth in the applicable provisions of the National Agreement. Further, if the employee qualifies during the deferment period the employee must be capable of immediately assuming the duties of the assignment in accordance with all the provisions set forth in this Memorandum of Understanding. In accordance with this provision, if the assignment requires the demonstration of a skill(s), the employee must be able to demonstrate the skill(s) on the closing date of the posting.

II. Higher-Level Pay

Employees who bid to a higher-level assignment pursuant to the procedures described in the preamble and Part I, Bidding, above, will not receive higher-level pay until they are physically able to, and actually perform work in the bid-for higher-level position.

An inability to work overtime does not necessarily prohibit an employee from performing his/her normal assignment. Nor does the fact an employee is working with such a restriction necessarily establish they are on "light duty." A full-time employee restricted from working overtime may bid on and receive an assignment for which they can perform a regular eight-hour assignment.

LIMITED DUTY

Limited duty work is work provided for an employee who is temporarily or permanently incapable of performing his/her normal duties as a result of a compensable illness or injury. The term limited duty work was established by Title 5, Code of Federal Regulations, Part 353, - the O.P.M. regulation implementing 5. C.F.R. § 8151(b), that portion of the Federal Employees' Compensation Act (FECA) pertaining to the resumption of employment following compensable injury or illness.

Postal Service procedures regarding limited duty are found in Part 540 of the Employee & Labor Relations Manual (ELM). The Office of Workers' Compensation Programs has the exclusive authority to adjudicate compensation claims and to determine the medical suitability of proposed limited duty work.

However, ELM, Section 546.14 provides for additional rules that must be observed when offering limited duty work.

The procedures for current employees cover both limited duty and rehabilitation assignments. Limited duty assignments are provided to employees during the recovery process when the effects of the injury are considered temporary. A rehabilitation assignment is provided when the effects of the injury are considered permanent and/or the employee has reached maximum medical improvement.

546.14 of the ELM outline the steps to be taken when assigning limited duty work. This procedure provides the limited duty assignment will be minimally disruptive to the ill or injured employee.

An employee refusing a limited duty assignment could risk termination of compensation benefits. Since it is possible for a limited duty assignment to meet the requirements of OWCP but not the requirements of ELM Section 546.141, a partially recovered employee may accept a limited duty job offer "under protest" and pursue a grievance concerning the assignment. Such grievance must be consistent with the following:

- By accepting a limited duty assignment, an employee does not waive the opportunity to contest the propriety of that assignment through the grievance procedure, whether the assignment is within or out of his/her craft.
- An employee whose craft designation is changed as a result of accepting a limited duty assignment and who protests the propriety of the assignment through the grievance procedure shall be represented during the processing of the grievance, including in arbitration, if necessary, by the Union that represents his/her original craft.

For example, if a Clerk Craft employee files a grievance over a limited duty assignment in the Letter Carrier Craft, the employee will be represented by the APWU. Conversely, if a Letter Carrier Craft employee files a grievance over a limited duty assignment in the Clerk Craft, the employee will be represented by the NALC.

REASSIGNMENT OR REEMPLOYMENT

A former full-time regular employee reemployed under Section 546.22 of the *Employee and Labor Relations Manual* as an unassigned regular shall be placed into the first residual vacancy that the employee is physically capable of performing, unless that employee is deemed the successful bidder for another position.

The Postal Service may not reassign partially recovered employees to full-time status when those reassignments impair the seniority of part-time flexible employees.

No former full-time regular employee shall be reemployed as an unassigned regular where a residual vacancy exists and the employee's physical condition would not prohibit the employee from fulfilling the duties of the residual vacancy in question.

ARTICLE 14
SAFETY AND HEALTH

Article 14.1

RESPONSIBILITIES

It is management's responsibility to provide safe working conditions; it is the Union's responsibility to cooperate with and assist management in its efforts to fulfill this responsibility.

ACCIDENT POLICY

Local accident policies, guidelines or procedures may not be inconsistent or in conflict with the National Agreement.

An employee may be required to report the accident on the day it occurs, but completion of the appropriate forms will be in accordance with applicable rules and regulations and need not be on the day of the accident.

There should be no automatic discipline for employees involved in accidents (motor vehicles or industrial). Disciplinary action must be appropriate considering the safety rule violation, not dependent on whether an accident occurred.

Management may document unsafe practices. However, as there is currently no national requirement for employees to acknowledge that the unsafe practice was documented, employees should not be required to sign a local form for that purpose, and it is improper for management to issue letters to employees advising them that their work habits will be closely watched in order to prevent future accidents.

Supervisors and managers also should understand that postal policy prohibits disciplinary action that may discourage accident reports or the filing of a claim for compensable injury with the Office of Workers' Compensation Programs (OWCP).

When safety rule violations occur, managers and supervisors have several alternative corrective measures at their disposal. Although discipline is one such measure, they should use it only when other corrective measures do not appropriately fit the circumstances.

Article 14.2

COOPERATION

Article 14.2 provides a special priority for the handling of safety and health issues, providing for cooperative correction of unsafe conditions and enforcement of safety rules, and requiring special handling of individual safety issues as they arise. A supply of PS Form 1767 must be readily available in the workplace so employees can, if they so desire, obtain them while maintaining anonymity.

Article 14.2 provides that when employees notify their supervisors of an unsafe condition, the condition will be investigated immediately and, where necessary, corrective action will be taken.

SAFETY GRIEVANCES

When an employee believes an unsafe condition exists, the supervisor should be notified prior to filing a grievance. If no corrective action is taken, a grievance may be filed directly at Step 2 of the grievance procedure within 14 days of notifying the supervisor.

If unresolved at Step 2, the Union may appeal a safety and health grievance to the Local Safety and Health Committee, where the grievance will be addressed at the next regularly scheduled local meeting. An unresolved grievance may be appealed directly to arbitration within twenty-one days of the Committee's review. In such case the Union has the option of placing a properly appealed grievance at the head of the arbitration docket. Individual grievances may be made the subject of discussion during Safety and Health Committee meetings.

Article 14.3.C

There shall be established at the District Level, a District Joint Labor-Management Safety Committee.
District Safety Committees will consist of two (2) members from each party; with management members selected by the District Manager or designee and Union members selected by the APWU President or designee. District Safety Committees will meet quarterly. Either party may request a special meeting of the Committee. District Safety Committees are responsible for assisting in implementing District-wide safety initiatives, facilitating communication between Area and Local Safety Committees, and assisting Local Committees as determined by the District Manager and Union. The USPS/APWU National Joint Labor-Management Safety Committee will create guidelines for District Committees. Area Safety Committees are responsible for assisting and monitoring District Committees.

Article 14.4

LOCAL SAFETY AND HEALTH COMMITTEE

Article 14.4 requires the creation of Local, Joint Safety and Health Committees at each installation with fifty or more employees, and encourages their creation at smaller facilities. In facilities without committees, safety and health issues may be discussed in Labor-Management meetings.
Under some circumstances, the presence of an additional employee who is working at the installation may be useful to the Safety and Health Committee, if the employee has expertise or experience with the agenda item being discussed. Such employee may be present only for the time necessary to discuss the item. Payment for the actual time spent at such meetings will be at the applicable straight-time rate, providing the time spent is a part of the employee's regular workday.

The representation on the Committee is determined by the Employer and the Union and shall include one (1) person from the Union, except in installations with two (2) or more APWU crafts where up to two (2) persons may be designated by the Union and appropriate management representatives.

The Local Safety and Health Committee has review responsibilities over accident prevention and health issues such as the review of safety and health suggestions, safety-related records and rules, and the list of hazardous materials.

On-the-spot inspection of particular problem areas may be made by individual committee members, a subcommittee or the Committee as a whole, upon proper written request to the Chairperson of the Committee. Such request shall not be unreasonably denied. When so approved, the committee members shall be on official time while making such inspection.

ANNUAL INSPECTION

A Union representative from the Local Safety and Health Committee may participate on the annual inspection, conducted by District safety and health services personnel in accordance with the Employee and Labor Relations Manual, Section 825, provided that the Union represents employees at the facility being inspected. In no case shall there be more than one (1) APWU representative on such inspections, except in 200 workyear facilities where up to two (2) Union representatives may participate.

The Committee shall, where appropriate, identify areas in which it is appropriate to require the presence of an additional person while maintenance work assignments are performed in hazardous areas to ensure adequate safety precautions. Once such work assignments are identified, the Committee will develop an on-the-job safety review/analysis (Form 1783) to document that an additional person will be used to avoid or minimize identified hazards.

HAZARDOUS MATERIALS

In installations where employees handle and/or transport hazardous materials, a program will be established to promote communication and training, as appropriate.

Personal protective equipment will be made available to employees who are exposed to spills and breakage of hazardous materials.

Only volunteers will be selected to be part of a spill team and such employees shall receive training as required by OSHA.

SAFETY GLASSES

Prescription safety glasses may be purchased for personnel who are engaged in occupations hazardous to the eyes and who cannot use nonprescription safety glasses. Prescription safety glasses must be purchased from optical companies whose products meet the minimum requirements of the latest edition of the American National Standard for Occupational and Educational Eye and Face Protection, Z87.1.

GLOVES

The voluntary use of Nitrile gloves is allowed only around nationally deployed Postal Service mail processing equipment. Employees are responsible for ensuring that they keep their hands clear of ingoing nip points.

RADIO HEADSETS

In offices where radio headset use was permitted prior to November 25, 1982, the use of radio headsets is permissible only for employees who perform duties while seated and/or stationary and only where use of a headset will not interfere with performance of duties or constitute a safety hazard.

Employees will not be permitted to wear or use radio headsets under other conditions, including but not limited to: while walking or driving: near moving machinery or equipment: while involved in oral business communications; while in contact with, or in view of, the public: or where the headset interferes with personal protective equipment.

LIGHTING

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

HEATING/COOLING

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

OSHA

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

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

ERGONOMICS RISK REDUCTION PARTNERSHIP

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

VOLUNTARY PROTECTION PROGRAMS

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

OFF-SITE SAFETY AND HEALTH PROGRAM

The Postal Service Safety and Health Program and OSHA standards and regulations cover Postal Service employees who perform Postal Service duties in private employers' establishments and while delivering mail and performing other activities off Postal Service property.

To ensure that employees are protected, safe and healthful working conditions must be provided through engineering and administrative controls, personal protective equipment, enforcement of safe work practices, withdrawal of employees from the private sector facility, and, if necessary, curtailment of mail.

The purpose of routine safety and health program evaluations is to measure the effectiveness of the Postal Service Safety and Health Program at each organizational level, ensure OSHA compliance, and promote a model for effective safety and health programs.

The Postal Service will ensure that the work area(s) and equipment for represented APWU employees in off-site locations are safe.

The National Joint Labor-Management Safety and Health Committee will discuss and work toward creating an implementation process to ensure employees in off-site locations are fully protected by the Postal Service's Safety and Health program.

ARTICLE 15
GRIEVANCE-ARBITRATION PROCEDURE

Article 15.1

DEFINITION

A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours and conditions of employment.

Article 15.2, Step 1

FILING A GRIEVANCE

The grievant or the Union must discuss the grievance with the employee's immediate supervisor within fourteen (14) days of when the grievant or the Union first learned, or may reasonably have been expected to learn, of the alleged violation. If the employee files his/her own grievance, then the grievant may be accompanied and represented by a Union representative. If the Union initiates a grievance on behalf of an individual, the individual grievant's participation in a Step 1 meeting is at the option of the Union.

CLASS ACTION GRIEVANCES

Should the grievance affect more than one (1) employee in the office, the Union may initiate a class action grievance on behalf of all affected employees and management is obligated to designate an appropriate Employer representative.

The Union may designate one (1) steward or Union official in writing to the installation head/designee in lieu of all other stewards to file one (1) class action grievance on behalf of all of the employees in an office/facility/installation. When the Union notifies management of an office/facility/installation wide class action grievance, management will advise the Union of the management representative whom they designate to handle the complaint.

When the Union files a class action grievance, all affected employees are covered and individual grievances shall not be filed on the same issue. All relevant information necessary to file or continue the processing of the grievance will be provided.

There is no dispute between the parties relative to the meaning and intent of Article 15.2 which provides in part, "Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor . . ." Identifying the immediate supervisor of an employee, including an employee who is a Union steward, at a particular installation must be determined locally.

STEP 1 WITHOUT UNION REPRESENTATION

Article 15 distinguishes between two (2) aspects of a Step 1 meeting, the discussion and the adjustment. While both of these aspects may occur at the same meeting, the adjustment may be issued as much as five (5) days following the discussion. A settlement is considered part of the adjustment phase of the procedure. A grievant has the option to exclude a steward from the discussion portion, where the merits of the grievance are discussed by the grievant and management.

However, absent a waiver by the bargaining representative, Section 9(a) of the National Labor Relations Act requires that the bargaining representative be given the opportunity to be present at the adjustment portion of the grievance procedure. The bargaining representative need not be given an opportunity to be present if the grievance is denied at Step 1.

TIME LIMITS

The fourteen (14) days for filing a grievance at Step 1 begins with the date of the occurrence or the date when the grievant or the Union may reasonably have been expected to have learned of the occurrence. For example, when an employee receives letter of warning, day one of the fourteen (14) days is the day after the letter of warning is received.

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

A CONTINUING VIOLATION

A continuing contract violation is an exception to the general rule for grievance time limits. Where the Union asserts that the alleged contractual violation has been on a continuing basis, a grievance filed within fourteen (14) days of an event would be considered timely.

However, any liability normally could not extend retroactively more than fourteen (14) days prior to initiation of the grievance.

An exception to that rule may occur when neither the grievant nor the Union were aware or may reasonably have been expected to be aware (constructive knowledge) of the facts giving rise to the grievance.

Article 15.2, Step 1(b)

STEP 1 DISCUSSION

The intent of the parties is to resolve cases at the lowest possible level whether it is done by telephone, in person, or through electronic communication. Normally, the parties will meet on Step 1 grievances in person; however, a request by either party to accommodate the process by discussing a Step 1 grievance by telephone should not be unreasonably denied. Whenever possible, a facilitation of the Step 1 discussion and possible resolution through means of telephone or electronic communication and/or information sharing is encouraged.

SETTLEMENT – STEP 1

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

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

Article 15.2, Step 1(c)

DENIAL – STEP 1

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

When the parties are unable to resolve a grievance at Step 1, the supervisor shall give the reasons for the denial when rendering the oral decision. The Step 1 decision must be given within five (5) days of the Step 1 meeting, unless the time limits are mutually extended.

Within five (5) days from the issuance of the decision, the supervisor must, if the Union so requests, initial the standard grievance form to confirm the date of the Step 1 decision. At that time, the grievance form must contain sufficient information completed for the supervisor to determine that they are, in fact, verifying a decision date of the grievance that was heard.

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

Article 15.2, Step 1(d)

APPEAL TO STEP 2

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

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

Article 15.2, Step 2(b)

DISCRIMINATION

Article 2 of the National Agreement prohibits discrimination based on race, color, creed, religion, national origin, sex, age, marital status, or (if the employee can adequately perform the job) physical disability. A grievance relating to this provision may be initiated at Step 2 within fourteen (14) days of when the employee or the Union has first learned or may reasonably have been expected to have learned of the alleged discrimination.

SAFETY

Article 14.2 provides that an employee who believes that he or she is being required to work under unsafe conditions may notify the supervisor by filling out Form 1767, *Report of Hazard, Unsafe Condition or Practice.*

If necessary corrective action is not taken, the matter may be appealed directly at Step 2 within fourteen (14) days of notification.

A grievance filed in accordance with Article 14, Section 2(c) and not resolved may only be appealed to the Local Safety and Health Committee. Such appeal must be made within 15 days after receipt of management's Step 2 decision.

Article 15.2, Step 2(c)

STEP 2 MEETING

The Step 2 meeting must be held as expeditiously as possible, but no later than seven (7) days following receipt of the Step 2 appeal unless the time limits are mutually extended.

The necessity of the presence of the grievant at a Step 2 meeting is determined by the Union.

In any associate post office of twenty (20) or less employees, management shall designate an official outside of the installation as the Step 2 official, and shall so notify the Union Step 1 representative.

When determining whether an associate post office has twenty (20) or less employees for purposes of determining if an official outside the installation will serve as the management Step 2 official; only clerk, maintenance, motor vehicle service, city letter carrier or mail handler career employees should be counted.

Article 15.2, Step 2(c)

The Union representative at the Step 2 meeting shall fully discuss the Union's position, including the contractual provisions allegedly violated and the corrective action requested. The Union may furnish written statements from witnesses or other individuals who have information pertaining to the grievance.

Both parties are required to state in detail the evidence and contract provisions relied upon to support their positions. The Postal Service is also required to furnish to the Union, if requested, any documents or statements of witnesses as provided for in Article 31, Section 3.

Article 15.2, Step 2(c) and (d)

STEP 2 – WITNESSES

In a nondischarge case, the parties can mutually agree to jointly interview witnesses at the Step 2 meeting. In discharge cases, either party may present two (2) witnesses at that meeting, with additional witnesses possible should the parties mutually agree.

Witnesses will be on the clock while in attendance at the Step 2 meeting, as provided for in Article 17.4.

STEP 2 – AUTHORITY

The representatives at Step 2 shall have the authority to settle or withdraw grievances in whole or in part. A settlement or withdrawal shall be in writing or noted on the standard grievance form and will not be precedent setting unless the parties specifically agree otherwise.

Article 15.2, Step 2(f)

STEP 2 DECISION

Management must provide the Union representative a written decision within ten (10) days of the Step 2 meeting unless time limits are mutually extended. The decision shall include:

1) all relevant facts;
2) contract provisions involved;
3) and, detailed reasons for denial;
4) **USPS Grievance Arbitration Tracking System (GATS) number.**

Article 15.2, Step 2(g)

ADDITIONS AND CORRECTIONS

Where the Union representative believes that the facts or contentions set forth in management's Step 2 decision are incomplete or inaccurate, the representative may file, within ten (10) days of receipt of the Step 2 decision, a written statement with the management Step 2 representative setting forth any corrections and additions to the Step 2 decision. The filing of any corrections or additions does not extend the time limits for filing the appeal to Step 3. The steward is entitled to time on the clock to write the Union's statement of corrections and additions to the Step 2 decision.

Article 15.2, Step 2(h)

TIMELINESS REGARDING STEP 2(H) APPEALS

Where the Union incorrectly appeals a grievance directly to arbitration under Article 15.2 Step 2(h) and that grievance should have been appealed to Step 3, or vice versa, the grievance is not waived as untimely provided the Union can show a timely appeal to arbitration/Step 3. If the grievance is incorrectly appealed to arbitration, it shall be moved to the Step 3 appeal list and if incorrectly appealed to Step 3, it shall be moved to the arbitration list. If no timely appeal can be established by the Union, then management retains the right to raise the timeliness issue.

Article 15.2, Step 3

STEP 3 APPEALS

An appeal to Step 3 must be filed within fifteen (15) days of receipt of the Step 2 decision. When appealing a grievance to Step 3 by mail, the appeal must be postmarked on or before the fifteenth day following the Step 2 decision.

When using alternative methods, the Step 3 appeal must be received on or before the fifteenth day. To avoid potential procedural issues the Union representative should not wait until the last day.

The Union's Step 3 appeal must include copies of:

- the Standard Grievance Form;
- the Postal Service's written Step 2 decision, if any; and
- the Union's corrections or additions, if filed.

Article 15.2, Step 3 (b) and (c)

Each party's Step 2 representative shall be responsible for making certain that all relevant facts and contentions have been developed and considered. Where either party believes the facts and contentions were not adequately addressed or documented at Step 2, the party's representatives shall clearly identify those additional facts and/or contentions for consideration and provide any additional relevant documentation to facilitate discussion and possible resolution at Step 3. In addition, where the parties' representatives mutually agree that relevant facts or contentions were not adequately developed at Step 2, they may jointly remand the grievance to the Step 2 Level for full development of the facts and further consideration.

If the Union representative believes that the facts or contentions set forth in the Step 3 decision are incomplete or inaccurate, such representative must, within ten (10) days of receipt of the Step 3 decision, transmit to the Employer's representative a written statement setting forth corrections or additions deemed necessary by the Union. Any such statement must be included in the file as part of the grievance record in the case.

The filing of such corrections or additions shall not affect the time limits for appeal to arbitration. The parties reserve the right to supplement the grievance file with correspondence up to and including arbitration.

This language does not alter the existing obligation of either party to fully develop all arguments and evidence at Step 2 or at Step 3. The language recognizes the parties' mutual obligation to supplement the record with correspondence regarding postponements, intervention invitations, interim awards, etc. The language is not intended for either party to withhold evidence for submission at the latest stages of the process.

The changes to Step 3 are effective May 23, 2011 and do not apply to grievances appealed to arbitration before that date. These changes do not apply to removals or other disciplinary grievances which have been directly appealed to arbitration from Step 2.

Article 15.2, Step 3(d)

ARBITRATION APPEALS

The Union may appeal an adverse Step 3 decision directly to arbitration at the appropriate Grievance/Arbitration Processing Center within twenty-one days.

NOTE: Due to recent organizational changes, the duties related to the processing of Step 3 grievance appeals, appeals to arbitration, arbitration hearing scheduling and all related duties that were previously performed at the six (6) Area Grievance/Arbitration Centers, also known as Service Centers, are now performed at the Labor Relations Service Center at Postal Service Headquarters in Washington, DC.

When appealing a grievance to arbitration by mail, the appeal must be postmarked on or before the twenty-first day following the Step 3 decision. When using alternative methods, the arbitration appeal must be received on or before the twenty-first day.

A grievance designated as a representative case may be placed at the head of the appropriate arbitration docket. If a party believes the case involves an interpretive issue, the case will be held and the issue referred to a National representative at the Headquarters Level pursuant to Article 15, Section 2, (Step 3)(c).

An adverse Step 2 decision may be appealed directly to arbitration for disciplinary grievances or contract grievances which involve the interpretation, application or compliance of a Local Memorandum of Understanding (LMOU) and those issues the parties have agreed are appealed to expedited arbitration.

When appealing a grievance directly to arbitration by mail, the direct appeal must be postmarked on or before the thirtieth day following the Step 2 decision. When using alternative methods, the direct appeal must be received on or before the thirtieth day.

Article 15.2, Step 3(f)

AREA-WIDE GRIEVANCES

Article 15.2. Step 3(f) provides for the Regional Coordinator or National Business Agent to file one (1) grievance directly at Step 3 when the issue involves a new or changed District or Area-wide policy, instructions or guidelines.

The intent of this provision is to discourage the filing of multiple local grievances. This type of grievance may be placed at the head of the appropriate arbitration docket.

Article 15.3

MEDIATION

Article 15.3 provides implementation instructions for the co-mediation process. Any local installation head and Local Union President can request co-mediation by submitting a written request to their Area/Regional representatives.

Article 15.4

A non-citable, non-precedent settlement, at any level, may only be cited in future proceedings for purposes of enforcing its own terms.

Article 15.4.B

TIMELINESS

If management fails to raise the issue of timeliness at Step 2, or at the step at which the employee or Union failed to meet the prescribed time limits, whichever is later, it waives the right to raise the issue.

If management asserts that a grievance was not timely at Step 1, management must raise the issue at Step 2 (because Step 2 is “later” than Step 1) or the objection is waived.

It is not sufficient to assert during the Step 1 meeting that a grievance is untimely; it must also be raised at Step 2. If management asserts that a grievance is untimely at Step 2 or a later step, it must raise the objection at the step at which the time limits were not met.

Article 15.4.C

FAILURE TO SCHEDULE A MEETING/ISSUE A DECISION

If management fails to schedule a timely meeting or issue a timely decision (unless the parties mutually agree to an extension) the Union must appeal the case to the next step within the prescribed time limits, if it wishes to pursue the grievance.

In cases where management fails to issue a timely decision, the time limits for appeal to the next step are counted from the date the decision was due. In cases where management fails to schedule a timely meeting, the time limits for appeal to the next step are counted from the last date a timely meeting could have been scheduled.

If management fails to issue a Step 2 decision within ten (10) days of a Step 2 meeting, the Union must make any appeal to Step 3 within fifteen days of the date the Step 2 decision was due.

Article 15.4.D

NATIONAL LEVEL GRIEVANCES

This section authorizes either party to file interpretive disputes directly at the National Level and specifies the procedure to be used in handling such disputes.

A dispute initiated at the National Level must be in writing, outlining the facts, the precise interpretive issue(s) to be decided and the contention of the party initiating the appeal.

Any local grievances filed on the specific interpretive issues shall be held in abeyance at the appropriate level until a resolution of the National interpretive dispute.

Article 15.5

WITNESSES - ARBITRATION

An employee who is required to appear as a witness at an arbitration hearing is on Postal Service time when appearing at the hearing, as long as that time is part of the employee's regular working hours.

When arbitration hearings are held at the site where the grievance arose, it is Postal Service policy to stagger the appearance of employee witnesses in order to avoid the need for any waiting time. The consistent practice has been to require employee witnesses to perform work at a location from which they can be readily called when needed to testify.

Conversely, when an arbitration hearing is scheduled at a location away from the site where the grievance arose and reasonable waiting time is necessary, the employee remains on Postal Service time while waiting to testify. Payment is on a no loss – no gain basis.

Article 15.5.A.6

ARBITRATION AWARD

An arbitration award is final and binding. Arbitration is the last step of the grievance-arbitration procedure. Final and binding arbitration is an important concept as it reinforces the finality of the decision.

The decisions of expedited arbitrators are final and binding and they may not be cited as a precedent. The issues below are to be decided in expedited arbitration and may be appealed directly to arbitration after the Step 2 decision has been rendered [Step 2.(h)].

Article 15.5.C

EXPEDITED ARBITRATION

The following subjects are appropriate for expedited arbitration:

1. individual overtime issues;
2. withholding of step increases;
3. individual leave requests concerning annual leave, sick leave, leave without pay, court leave, restricted sick leave, and requests for medical certification;
4. AWOL;
5. holiday scheduling issues;
6. suspensions (except emergency suspensions);
7. Article 25, higher-level assignments;
8. employee claims (Article 27);
9. letters of demand of less than $2,000;
10. individual Clerk Craft seniority disputes;
11. steward time;
12. such other matters as are mutually agreeable at the Area/Regional Level.

The above does not change either party's right to refer an expedited case to regular arbitration in accordance with the applicable procedures of Article 15.5.C.

APPOINTMENT OF ARBITRATORS

The appointment of arbitrators to serve on the various panels is administered at the National Level. Each District has arbitration panels. Arbitration scheduling is done at the appropriate Grievance/Arbitration Processing Center on a first in, first out basis.

INTERVENTION

This provision gives a postal Union the right to intervene in arbitration proceedings held pursuant to another Collective Bargaining Agreement if the Union believes their interests may be affected. The intervening party has the right to request a continuance in a tripartite hearing.

PROCESSING OF POST-REMOVAL GRIEVANCES

The processing and/or arbitration of a nondisciplinary grievance is not barred by the final disposition of the removal of the grievant, if that grievance is not related to the removal action and provided the grievance was filed prior to the employee's removal.

PROCESSING OF GRIEVANCES AFTER SEPARATION

The processing and/or arbitration of a grievance is not barred by the separation of the grievant, whether such separation is by resignation, retirement, or death.

INTEREST ON BACK PAY

Where an arbitration award specifies that an employee is entitled to back pay in a case involving disciplinary suspension or removal, the Postal Service shall pay interest on such back pay at the Federal Judgment Rate.

ROLE OF INSPECTION SERVICE

The Postal Inspection Service has an obligation to comply fully with the letter and spirit of the National Agreement and may not interfere in the dispute resolution process as it relates to Articles 15 and 16.

An independent review of the facts by management is required prior to the issuance of disciplinary action, emergency procedures, indefinite suspensions, enforced leave or administrative actions. Management is not precluded or limited from reviewing Inspection Service documents in making a decision to issue discipline.

Inspectors may not make recommendations, provide opinions, or attempt to influence management personnel regarding a particular disciplinary action, as defined above.

VETERANS' PREFERENCE

Employees with veterans' preference rights receive both a proposed removal notice and a letter of decision. However, the right of a preference eligible to file a grievance pursuant to Article 15 applies solely to the proposed removal notice. An employee may not file a grievance over a letter of decision.

Article 15.5.D.3 and D.4

NATIONAL LEVEL ARBITRATION

Either party may, at its discretion, advance two (2) cases per craft per calendar year of the cases appealed to arbitration to the head of the arbitration docket. The parties may jointly agree to move additional cases to the top of the docket.

Issues and arguments raised for the first time during National arbitration must be re-discussed at Step 4 to explore the new issue, argument or evidence. The cases re-discussed will remain with the same arbitrator.

Article 15.6

ADMINISTRATION

On a weekly basis, the Employer will furnish to the President of the Union or his/her designee an electronic file detailing cases pending arbitration. This report will contain the following sortable fields or their equivalents:

a. Area;

b. Performance Cluster;

c. Union;

d. Appeal Step;

e. Grievance Arbitration Tracking System Number.

Article 15.7

OUTSTANDING DEBTS OF RETIRED EMPLOYEES

A dispute over payroll or collection disputes may be filed as a grievance at Step 1; Article 15, Section 1.

QUESTIONS AND ANSWERS ARTICLE 15.7

1. Is a retired employee entitled to a written notice, including notice of their right to file a grievance, before the Postal Service takes any action to collect on an alleged payroll issue or outstanding debt?

   Response: Yes. Due Process requires prior notice. If a timely grievance is filed, the collection of the debt will be delayed until final disposition of the grievance, either through settlement or exhaustion of contractual remedies. A second notice is not contractually required if written notice was given prior to the employee's retirement.

   If the debt is a payroll issue, e.g., overdrawn annual and/or sick leave balance, salary advance, travel advance, the grievance will be referred to an ADR process to expedite the final disposition of the debt dispute.

2. If the payroll or collection dispute was grieved before the employee retired, may the grievance continue to be processed after the employee's retirement?

   Response: Yes.

3. Where does the retired employee file a grievance?

   Response: A grievance must be filed at the retiree's last office of employment by the employee or steward. The Step 1 grievance may be filed telephonically.

4. What are the time limits for filing such a grievance?

   Response: The Article 15-time limits apply. A Step 1 grievance must be filed within fourteen (14) days of the date on which the employee or the Union first learned of its cause, the alleged payroll or collection dispute.

5. May the Postal Service submit a Request for Recovery of Debt to the Office of Personnel Management (OPM) before the grievance/arbitration procedure has been exhausted?

   Response: No.

6. Does this provision permit retirees to file grievances regarding any dispute with the Postal Service other than disputes over payroll or collection of alleged debts?

   Response: No.

ARTICLE 16
DISCIPLINE PROCEDURE

Article 16.1

JUST CAUSE PRINCIPLE

The principle that any discipline must be for "just cause" establishes a standard that must apply to any discipline or discharge of an employee. Simply put, the "just cause" provision requires a fair and provable justification for discipline.

"Just cause" is defined in the National Agreement in Article 16.1, as follows:

> "No employee may be disciplined or discharged except for just cause such as, but not limited to insubordination, pilferage, intoxication (drugs or alcohol), incompetence, failure to perform work as requested, violation of the terms of this Agreement, or failure to observe safety rules and regulations."

"Just cause" is a "term of art" created by labor arbitrators. It has no precise definition. It contains no rigid rules that apply in the same way in each case of discipline or discharge. However, arbitrators frequently divide the question of just cause into six (6) sub-questions and often apply the following criteria to determine whether the action was for just cause.

These criteria are the basic considerations that the supervisor must use before initiating disciplinary action.

Is There a Rule?

If so, was the employee aware of the rule? Was the employee forewarned of the disciplinary consequences for failure to follow the rule? It is not enough to say, "Well, everybody knows that rule," or, "The rule was posted ten years ago." Management may have to prove that the employee should have known of the rule.

Certain standards of conduct are normally expected in the industrial environment and it is assumed by arbitrators that employees should be aware of these standards.

For example, an employee charged with intoxication on duty, fighting on duty, pilferage, sabotage, insubordination, etc., would generally be assumed to have understood that these offenses are neither condoned nor acceptable, even though management may not have issued specific regulations to that effect.

Is the Rule a Reasonable Rule?

Work rules should be reasonable, based on the overall objective of safe and efficient work performance. Management's rules should be reasonably related to business efficiency, safe operation of our business, and the performance expected of the employee.

Is the Rule Consistently and Equitably Enforced?

A rule must be applied fairly and without discrimination. Consistent and equitable enforcement is a critical factor, and claiming failure in this regard is one of the Union's most successful defenses.

The Postal Service has been overturned or reversed in some cases because of not consistently and equitably enforcing the rules.

Consistently overlooking employee infractions and then disciplining without warning is one issue. For example, if employees are consistently allowed to smoke in areas designated as No Smoking areas, it is not appropriate suddenly to start disciplining them for this violation.

In such a case, management may lose its right to discipline for that infraction, in effect, unless it first puts employees (and the Union) on notice of its intent to enforce that regulation again. Singling out an employee for discipline is another issue. If several similarly situated employees commit the same offense, it is not equitable to discipline only one.

Was a Thorough Investigation Completed?
Before administering the discipline, management should conduct an investigation to determine whether the employee committed the offense. The investigation should be thorough and objective.

The investigation should include the employee's "day in court privilege." The employee should know with reasonable detail what the charges are and should be given a reasonable opportunity to defend themselves before the discipline is initiated.

Was the Severity of the Discipline Reasonably Related to the Infraction Itself and in Line with that Usually Administered, as Well as to the Seriousness of the Employee's Past Record?

The following is an example of what arbitrators may consider an inequitable discipline: If an installation consistently issues seven (7) calendar day suspensions for a particular offense, it would be extremely difficult to justify why an employee with a past record similar to that of other disciplined employees was issued a fourteen-day (14) suspension for the same offense.

There is no precise definition of what establishes a good, fair, or bad record. Reasonable judgment must be used. An employee's record of previous offenses may never be used to establish guilt in a case you presently have under consideration, but it may be used to determine the appropriate disciplinary penalty.

Was the Disciplinary Action Taken in a Timely Manner?
Disciplinary actions should be taken as promptly as possible after the offense has been committed.

CORRECTIVE RATHER THAN PUNITIVE
The requirement that discipline be corrective rather than punitive is an essential element of the "just cause" principle. In essence, this means that for most offenses management must issue discipline in a progressive fashion. This includes issuing lesser discipline (e.g., a letter of warning) for a first offense and increasingly severe discipline for succeeding offenses (e.g., short suspension, long suspension, discharge).

The basis of this principle of corrective or progressive discipline is that it is issued for the purpose of correcting or improving employee behavior and not as punishment or retribution. However, in certain instances removal may be the proper corrective action on the first offense, for example, theft, threats, etc.

EXAMPLES OF BEHAVIOR

Article 16.1 cites examples of just cause. Some managers mistakenly believed that because these behaviors are specifically listed in the contract, any discipline of employees for such behaviors is automatically for just cause.

Arbitrators have recognized that these listings are intended as examples of just cause, but even if a particular type of misconduct constitutes just cause for some discipline, management still must prove that the behavior took place and that the degree of discipline imposed was corrective rather than punitive, and so forth.

REMEDIES

Any discipline is subject to the grievance-arbitration procedure and remedies may be provided to the aggrieved employee, which includes reinstatement, restitution and back pay. If Union and management representatives settle a discipline grievance, the extent of remedies for improper discipline is determined as part of the settlement.

If a case is pursued to arbitration, the arbitrator states the remedy in the award, subject to the limitations of the arbitrator's authority granted to him under the contract.

BACK PAY

The regulations concerning the back pay provided for in this section are found in ELM, Part 436.

INTEREST ON BACK PAY

Where an arbitration award specifies that an employee is entitled to back pay in a case involving disciplinary suspension or removal, the Postal Service shall pay interest on such back pay at the Federal Judgment Rate.

Every effort shall be made to ensure timely compliance and payment of monetary grievance settlements and arbitration awards. Upon receipt of necessary paperwork from the grievant and/or Union concerning a grievance settlement or arbitration award, the Postal Service will make monetary remuneration.

The necessary paperwork is the documents and statements specified in Subchapter 436.4 of the Employee and Labor Relations Manual.

In the event that an employee is not paid within sixty days after submission of all the necessary paperwork, such employee, upon request, will be granted authorization from management to receive a pay advance equal to the net amount due, or 70% of the gross payment owed the employee, whichever is less.

Article 16.2

DISCUSSIONS

A "discussion" under Article 16.2 is nondisciplinary and thus is not grievable. The purpose of Article 16.2 discussions is to make employees aware of minor offenses and to inform employees of work-related expectations/requirements.

While an employee is not entitled to Union representation during an Article 16.2 discussion, in cases where an employee is subject to an investigatory interview and the employee has a reasonable belief that the interview will result in discipline, the employee may request that a steward be present. (See the section on Weingarten in Article 17).

Both the supervisor and the employee may keep a record of the discussion for personal use. However, the notes are not considered an official Postal Service record. The notes may not be included in the employee's personnel folder or passed to another supervisor.

Discussions cannot be cited as elements of past record in any letter of charges in a subsequent disciplinary action. Discussions may be used, when they are relevant and timely, to establish that an employee has been made aware of some particular obligation or responsibility.

Discussions are private between an employee and a supervisor. Supervisors will not exchange written notes regarding discussions. A supervisor of a former employee may orally exchange information relative to discussions, with the employee's current supervisor.

A supervisor making personal notations of discussions which he/she has had with employees within the meaning of Article 16 must do so in a manner reasonably calculated to maintain the privacy of such discussions and he/she is not to leave such notations where they can be seen by other employees.

Article 16.3

LETTER OF WARNING

A letter of warning is official discipline and should be treated seriously. A letter of warning may be cited as an element of prior discipline in subsequent disciplinary actions subject to the two-year restriction discussed in Article 16.10. A letter of warning which fails to advise the recipient that it may be appealed through the grievance procedure is procedurally deficient.

If a suspension of five (5) days or more is reduced administratively, the reduction should be to a letter of warning rather than a suspension of four (4) days or less, unless such short suspension constitutes an agreed upon settlement of the grievance.

LETTERS OF INFORMATION OR LETTERS OF INSTRUCTION

The use of such letters serves no useful purpose as an element for consideration in future actions against an employee, particularly when Article 16.2 places the responsibility on management to discuss minor offenses with the employee.

Article 16.4

SUSPENSIONS OF 14 DAYS OR LESS

An employee issued a suspension of fourteen (14) days or less does not serve the suspension until there is final disposition of a timely filed grievance. The effective date of the suspension is delayed until the parties come to an agreement through the grievance procedure or an arbitrator issues a final and binding decision. The Employer has the option of retaining the employee on the job or on the clock (in pay status) during the period of delay.

When a suspension is issued and the parties agree to a grievance resolution that calls for the employee to serve all or part of the suspension, the employee will be informed that he/she will be suspended after ten (10) calendar days from the date of the settlement, unless the parties otherwise agree.

When a suspension is issued, grieved without resolution, and the Union does not appeal to the next level of the grievance-arbitration procedure, the employee will be informed that he/she will be suspended after a period of at least ten (10) calendar days from the expiration of the relevant time limit for appeal.

The above applies solely to suspensions issued under Article 16.4.

Article 16.5

REMOVALS – SUSPENSIONS OF MORE THAN 14 DAYS

Employees must be given thirty (30) days advance written notice prior to serving a suspension of more than fourteen (14) days or discharge. During the notice period, they must remain either on the job or on the clock at the option of the Postal Service. The only exceptions are for emergency or crime situations as provided for in Article 16.6 and 16.7.

Issues concerning Merit Systems Protection Board (MSPB) appeal rights afforded preference eligible employees are covered in the discussion of Article 16.9.

Article 16.6

INDEFINITE SUSPENSION – CRIME SITUATION

Just cause of an indefinite suspension is grievable and an arbitrator has the authority to reinstate and make whole.

An indefinite suspension is subject to review by an arbitrator to the same extent as any other suspension, which is to determine whether 'just cause' for the disciplinary action has been shown. Such a review involves considering at a minimum:

(1) the presence or absence of 'reasonable cause' to believe the employee guilty of the crime alleged; and

(2) whether such a relationship exists between the alleged crime and the employee's job in the Postal Service to warrant suspension.

If management returns an employee to duty that was on an indefinite suspension, the employee is automatically entitled to back pay for all but the first 70 days of pay, pursuant to the requirements of Section 436 of the Employee and Labor Relations Manual.

The indefinite suspension and entitlement to the first 70 days of pay still remains subject to the grievance provisions stated in Article 16.6.B.

During an indefinite suspension, the Postal Service can take final action to remove the employee and such removal must be for just cause and subject to Article 16.5.

Article 16.7

EMERGENCY PLACEMENT

The purpose of Article 16.7 is to allow the Postal Service to place an employee in an off-duty status immediately in the specified "emergency" situations.

When an employee is placed in an off-duty status pursuant to Article 16.7, and a timely grievance over the placement is denied at Step 2, the Union may appeal the grievance directly to arbitration in accordance with Article 15.2, Step 2(h). This includes disciplinary as well as nondisciplinary actions taken under the provisions of Article 16.7.

When these issues are appealed to arbitration, they will be heard on regular arbitration panels.

WRITTEN NOTICE – EMERGENCY PLACEMENT

Management is not required to provide advance written notice prior to placing an employee in an off-duty status under Article 16.7. However, the employee is entitled to written notice stating the reasons for such placement within a reasonable time frame.

SEPARATE GRIEVANCE

If, subsequent to an emergency suspension, management suspends the employee for more than thirty (30) days or discharges the employee, the emergency action taken under Article 16.7 may be grieved separately from the later disciplinary action.

Article 16.8

CONCURRENCE

It is normally the responsibility of the immediate supervisor to initiate disciplinary action. Before a suspension or removal may be imposed, the discipline must be reviewed and concurred in by a manager who is a higher level than the initiating or issuing supervisor. This act of review and concurrence must take place prior to the discipline being issued.

While there is no contractual requirement that there be a written record of concurrence, as a practical matter, it is best to establish a record of the concurrence (by the concurring official signing/dating the discipline or disciplinary proposal).

Article 16.9

PREFERENCE ELIGIBLE

Grievances of preference eligible employees who also have a live MSPB appeal on the same action will not be scheduled for arbitration until a final determination is reached on the MSPB appeal. Article 16.9.B waives Postal Service liability for the period from the date the case would have been scheduled for arbitration and the date it is actually scheduled for arbitration.

For the purpose of a grievance appeal over a notice of proposed removal, the time limits run from the proposed removal notice, not from the decision letter on the proposed removal notice. Once a grievance on a notice of proposed removal is filed, it is not necessary to also file a grievance on the decision letter. Receipt of a notice of proposed removal starts the thirty-day advance notice period Article 16.5.

DUAL EEO/MSPB FILINGS

Article 16.9 does not apply to an Equal Employment Opportunity (EEO) complaint. Accordingly, the Union is not prohibited from arbitrating a grievance when the grievant has an EEO complaint on the same issue. This is also true when a preference eligible grievant has appealed the same matter through the EEOC and then to the MSPB under the "mixed case" federal regulations.

Article 16.10

PAST ELEMENTS

The purpose of Article 16.10 is to protect employees from having their past records considered when they have shown over a two-year period that they performed their job without incurring any further disciplinary action.

All records of totally overturned disciplinary actions will be removed from the employee's Official Personnel Folder. If a disciplinary action has been modified, the original action may be modified by pen and ink changes so as to obscure the original disciplinary action in the employee's Official Personnel Folder and supervisor's personnel records, or the original action may be deleted from the records and the discipline record reissued as modified.

In the past element listings in disciplinary actions, only the final action resulting from a modified disciplinary action will be included, except when modification is the result of a "last chance" settlement, or if discipline is to be reduced to a lesser penalty after an intervening period of time and/or certain conditions are met.

POSTAL SUPPORT EMPLOYEES (PSEs)

PSEs may be disciplined or removed within the term of their appointment for just cause and any such discipline or removal will be subject to the grievance-arbitration procedure, provided that within the immediately preceding six (6) months, the employee has completed ninety (90) work days, or has been employed for 120 calendar days, whichever comes first. In the case of removal for cause within the term of an appointment, a PSE shall be entitled to advance written notice of the charges against him/her in accordance with the provisions of Article 16 of the National Agreement. Discipline issued to a postal support employee (PSE) may not be considered or cited in determining whether to issue discipline to the PSE employee after his or her conversion to career status.

ARTICLE 17
REPRESENTATION

Article 17.1

Article 17.1 provides for the designation of shop stewards for the purposes of investigating, presenting and adjusting grievances. Stewards are given important rights and responsibilities by the National Agreement and National Labor Relations Act. Management is required to cooperate with stewards in various ways as they perform their grievance handling duties.

Article 17.2

STEWARD CERTIFICATION

Article 17.2.A provides the formula to determine the number of shop stewards a Local Union may appoint. The selection and appointment of stewards or chief stewards is the sole and exclusive function of the Union.

When appointing stewards, the Union must certify which work location a steward will represent and only one (1) steward may be certified per work location. Alternate stewards may be appointed to cover absences of the regular stewards. The number of regular stewards appointed may be less than, but cannot exceed, the number provided by the formula.

The Union will provide a list of stewards and sequentially listed alternates in accordance with Article 17 of the National Agreement**.** The Union certification of the chief stewards, stewards, and alternate stewards must be in writing to the Postal Service.

STEWARD DESIGNATION – SPECIAL CIRCUMSTANCES

In addition to being certified as a shop steward pursuant to Article 17.2.A and Article 17.2.E, there are three (3) ways an individual may be certified as a steward, as identified in Article 17.2.B through Article 17.2.D (below).

Article 17.2.B

The Union may designate in writing, one (1) Union officer/steward, who may also be a steward in a different section, actively employed at an installation to act as a steward to investigate, present and adjust a specific grievance or to investigate a specific problem to determine whether to file a grievance.

When a Union officer/steward is certified pursuant to this provision, it is not an ongoing certification. Rather, the certification is for a specific grievance or problem only. If the Union wants to designate the same officer/steward to investigate another issue, they must do so in writing for each individual issue. The initial certification does not carry over.

A Union officer/steward designated pursuant to Article 17.2.B acts in lieu of a steward designated under the formula in Article 17.2.A and paid in accordance with Article 17.4. For the purposes of this section full-time Union officials are considered to be "actively employed."

Article 17.2.C

This provision is often used by Area Locals to provide steward coverage to the small post offices. A steward appointed under Article 17.2.C is not entitled to travel time or time on the clock to investigate, present, or adjust grievances. Certification of a steward pursuant to this section must be in writing to the appropriate local office. In those offices not represented by a Local, stewards will be certified in writing by the Regional Coordinator/Designee, to the appropriate Area office.

Article 17.2.D

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

Article 17.3

SUPERSENIORITY

Article 17.3 prohibits a steward from being involuntarily reassigned from a tour or facility/installation unless there is no duty assignment for which the steward is qualified. In other words, superseniority rights must be observed even if it requires an involuntary reassignment of another, more senior employee. The prohibition applies only if there are APWU bargaining unit employees who continue to be represented by that steward. This rule does not apply to alternate stewards.

REQUEST FOR STEWARD

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

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

STEWARD TIME

Article 17.3 establishes the following rules:

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

- while the steward normally determines how much time the grievant needs to be present during the processing of a grievance, the immediate supervisor may set a specified time to begin and end a period of grievance handling activity due to service needs. If additional time is necessary, the steward should discuss the need with the supervisor;

  Additional time may be granted in conjunction with the previously specified time or at a later time or date.

- the appropriate remedy in a case where management has unreasonably denied a steward time on the clock is an order or agreement to cease and desist, plus, where the steward was required to process the grievance(s) off the clock, payment to the steward for the time which should have been allowed spent processing the grievance off the clock.

RIGHT TO INFORMATION

The Union's entitlement to information relevant to collective bargaining and contract administration is set forth in Article 31.3. Article 17.3 states specific rights to review documents, files and other records, in addition to the right to interview a grievant, supervisors and witnesses. A request for information should state how the request is relevant to the handling of a grievance or potential grievance.

Upon request of the Union, reports previously provided in hard copy will be provided electronically when it is possible to do so.

Management should respond to information requests in a cooperative and timely manner. When a relevant request is made for documentation, management should provide for the review of the requested documentation as soon as is reasonably possible.

Judicious use of a camera to establish or refute a grievance may facilitate resolution of some problems. If the Union desires to take photographs on the work room floor, permission must first be obtained from Local management, and a supervisor must be present. If management deems it necessary to take evidential photographs related to a possible grievance, it would also be prudent to have a steward or Union official present.

The use of camera equipment by Union stewards to photograph mail processing operations on postal premises is not within the purview of Article 17.

Information relied on by the parties to support their positions in a grievance should be exchanged between the parties' representatives at the lowest possible level. If the Union requests a copy of PS Form 2608 at Step 2 or any subsequent step in the grievance procedure, it will be made available. Likewise, PS Form 2609 will be made available, upon request, at Step 3 or any time thereafter.

If any part of a video tape has been or is intended to be used as a basis for disciplinary action, those portions will be reproduced and afforded to the Union, upon request. The Union is responsible for the costs associated with reproduction.

STEWARD RIGHTS

The following outlines basic steward rights:

- the right to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance;
- the right to review documents, files, and other records which are necessary for processing the grievance or determining if a grievance exists;
- the right to interview the aggrieved employee, supervisors and witnesses;
- the right to represent an employee during an Inspection Service or the Office of Inspector General (OIG) interrogation, when requested by the employee (See Weingarten rights, below);
- the right to reasonable time on the clock to complete grievance forms and write appeals, including Step 3 appeals and the Union's additions and corrections to management's Step 2 decision;
- the right to process post-removal grievances provided the grievance is nondisciplinary, not related to the removal action and initiated prior to the date of separation from Postal Service rolls;
- all of the above activities are compensable pursuant to Article 17.4.

Article 17.4

TRAVEL TIME

Although Article 17.4 provides that the grievant and a steward shall be paid for time actually spent in grievance handling, including meetings with management, there is no contractual requirement to pay travel time or expenses in connection with attendance at a Step 2 meeting. Also, a steward who accompanies an employee to a medical facility for a fitness-for-duty examination is not entitled to compensation, including travel time.

WEINGARTEN RIGHTS

Federal labor law gives each employee the right to representation during any investigatory interview which the employee reasonably believes may lead to discipline. This right originated in NLRB v. J. Weingarten, U.S. Supreme Court 1975, and is commonly called the "Weingarten rule" or "Weingarten rights."

The Weingarten rule only applies to an investigatory interview when management is searching for facts relevant to determining an employee's guilt or deciding whether to impose discipline. Weingarten rights do not apply when management issues a disciplinary action to an employee (for example, handing an employee a letter of warning).

Weingarten representation rights apply where an employee reasonably believes that discipline could result from the investigatory interview. Whether or not an employee's belief is "reasonable" depends on the circumstances of each case.

The steward cannot exercise Weingarten rights on the employee's behalf. Unlike "Miranda rights," which involve a criminal investigation, management is not required to inform the employee of the Weingarten rule.

The Weingarten rule includes the right to a pre-interview consultation with a steward. Federal Courts have extended this right to pre-meeting consultations to cover Inspection Service interrogations. (Postal Service v. NLRB, D.C. Cir. 1992).

The employee has the right to a steward's assistance, not just a silent presence, during an interview covered by the Weingarten rule. An employee's Weingarten rights are violated when the Union representative is not allowed to speak or is restricted to the role of a passive observer.

Although ELM, Section 665.3 requires all postal employees to cooperate during investigations, an employee with Weingarten rights is entitled to have a steward present before answering questions. The employee may respond that he or she will answer questions once a steward is provided.

Article 17.6

NEW EMPLOYEE ORIENTATION

During new bargaining unit employee orientation, a representative of the APWU shall be provided "ample" opportunity to address the new employees while they are on the clock. Article 17 does not preclude management officials from being present when the Union addresses new employees during orientation. Completion of SF-1187 as identified in ELM, Section 924.12, will be permitted during employee orientation in the areas designated by management. This provision applies to postal support employees, who are noncareer bargaining unit employees. In addition, at the time any noncareer employees become eligible for health insurance, the APWU will be provided ample opportunity to address such employees on the subject.

Article 17.8

An actively employed Union officer serving as a steward under the provisions of Article 17.2.C should be allowed the existing telephone privileges provided to other stewards in the office.

ARTICLE 17 QUESTIONS & ANSWERS REPRESENTATION

1. When the Union designates stewards and alternate stewards, is it required to specify the order in which they will be utilized?

Response: In keeping with Article 17.2.A, the Union must provide a list of stewards designated for specific work areas. Alternate stewards are to be listed sequentially.

2. Are Union representatives who are certified pursuant to Article 17.2.C and 17.2.D entitled to compensation in accordance with Article 17.4., *Payment of Stewards*?

Response: No. Stewards/Union representatives certified in accordance with Article 17.2.C and 17.2.D are not on official time when performing steward duties. Such stewards are compensated by the Union.

3. What should occur when a steward requests time to process a grievance or needs additional processing time and the steward is needed on his/her work assignment?

Response: The following applies when time for the immediate or continued release of the steward is not possible:

- the supervisor must inform the steward of the reasons for the delay and when time will be available;
- the steward must request the time or additional time needed and provide reasons for that request. All such instances must be dealt with on an individual basis. Such requests cannot be unreasonably denied;
- when a request by an employee for a steward must be delayed, the supervisor should inform the employee of the reasons for the delay and the time when the steward should be available;
- a steward will not be unreasonably required to return to his/her assignment once released to perform Union duties.

4. Must an employee's medical records be released to the Union in the course of its investigation of a grievance?

Response: Medical records (under the authority and control of the Postal Service) that are requested in the course of the investigation of a grievance will be released if it meets the criteria outlined in Handbook AS-353 Appendix (USPS 120.090).

5. Does an employee have a right to have a steward present during an investigatory interview or an interrogation by the Inspection Service or the Office of Inspector General (OIG)?

Response: Yes, in those circumstances in which the employee is involved in an investigatory interview which he/she reasonably believes will result in discipline against him/her, and the employee requests representation, the Postal Service must provide a representative if the interview is to continue.

If an employee requests a steward or Union representative to be present during the course of an interrogation by the Inspection Service or the Office of Inspector General (OIG), such requests will be granted.

6. Do stewards have the right to interview non-postal witnesses during their investigation of a possible grievance?

Response: Once it has been determined that a non-postal witness has "relevant information and/or knowledge directly related to the instant dispute under investigation," the steward should be permitted reasonable time on the clock to interview that witness.

Requests for interviews off postal premises must be reasonable and determinations regarding those requests must be made on a case-by-case basis. It is permissible for the supervisor and/or the steward to call the potential witness in advance to assure that the witness is both willing and available to be interviewed and to make arrangements for the interview.

7. Can stewards interview employees of other crafts in the course of a grievance investigation?

Response: If the grievance being investigated is relevant to the steward's craft, and the conditions of Article 17.3 are met, the steward has the right to interview other craft employees. If the grievance is not relevant to the steward's craft, however, the provisions of Article 17.2.B and 17.2.E must be applied.

8. Are there limitations on the steward's right to access "documents, files and other records necessary for processing a grievance?"

Response: Management may deny access to such records where it makes a "reasonable" determination that such documents are not "necessary" for the processing of a grievance.

9. What rights does Article 17.3 provide to stewards in instances in which excessing is planned?

Response: A steward cannot be involuntarily reassigned from his/her tour, station or branch, or installation so long as there is work there for which that steward is qualified, unless the steward gives up this right.

10. Do the payment procedures cover time spent by a steward in writing an appeal to Step 3?

Response: Yes, the writing of grievance appeals to Step 3 is included in the term "grievance handling."

11. Under what conditions is the Postal Service required to compensate a grievant who attends a Step 2 grievance meeting?

Response: The Postal Service is required to compensate the grievant for the time actually spent at the Step 2 grievance meeting, so long as the time spent is part of the grievant's regular work day. Time spent by the grievant traveling to or from the grievance meeting is not considered "grievance handling" and is not compensable under Article 17.4. Note that witnesses required to attend the Step 2 meeting would be compensated for their travel to and from that meeting, due to the difference in contractual language applying to witnesses.

There is no provision for payment of overtime when attendance at a grievance hearing extends beyond an employee's regular work hours.

12. Is there a set amount of time to which the Union is entitled to address employees during orientation?

Response: No. The parties have agreed that the Union will be provided with "ample opportunity" to address new employees during orientation. This rule includes postal support employees (PSEs) orientation.

13. How are situations handled in which a grievant requests representation and neither the steward assigned to the work area nor the alternate are available?

Response: Normally, the supervisor would grant the grievant an extension for filing the grievance in circumstances where neither the steward nor the alternate was available and time limits are an issue.

14. Can a Union member employed at one post office be designated as a representative at another post office?

Response: Yes. In keeping with Article 17.2.C and 17.2.D, a Union member actively employed in a particular office can be designated to process a grievance at another post office, so long as written certification is provided by the Union to the Area Level.

Such representatives are not entitled to compensation by the Postal Service and must act, while in this capacity, in lieu of stewards otherwise designated under Article 17.2.A and 17.2.B at the facility where the grievance arose.

15. Is a Union officer/steward who was certified in accordance with the provisions of Article 17.2.B entitled to be compensated pursuant to the provisions of Article 17.4, *Payment of Stewards*?

Response: Yes, provided he/she is acting in lieu of the certified steward.

16. Is the Union officer/steward who was certified in accordance with Article 17.2.B, entitled to travel time and expenses when traveling between stations and branches for the purpose of performing the duties of a shop steward?

Response: No, Article 17.4 does not provide for the payment of travel time.

17. May an Area Local President certify stewards to the installation head in offices within that Area Local?

Response: Yes**.**

18. What information may a steward obtain regarding an official discussion that relates to subsequent disciplinary action issued to the employee?

Response: If a discussion was relied upon in the issuance of discipline to an employee, to establish that the employee had been advised of his/her responsibilities, the steward may orally obtain the date and subject of that discussion from the supervisor.

19. Can stewards interview postal inspectors in the course of the Union's investigation?

Response: Stewards can interview postal inspectors or OIG officers with regard to events upon which a disciplinary action was based when the postal inspectors or OIG officers actually observed those events.

20. Can a grievant accompany a steward during a Step 1 investigation?

Response: No.

21. What information is the Union entitled to when investigating a grievance or a possible grievance?

Response: Articles 15, 17, and 31 intend that any and all information which the parties rely on to support their positions in a grievance is to be furnished and exchanged (with the exception of certain medical records). This will foster maximum resolution at the lowest Level. Information requests for timekeeping records, leave records, prior discipline records, staffing records, and work schedule records are normally regarded as relevant with respect to the Union's determination whether or not to file a grievance concerning those matters. For such routine requests, no specific explanation of relevancy is required on the Union's request form. Requests for other types of information require the Union to show the basis of the information's relevancy.

The law has developed special rules for Union requests for information relating to nonbargaining unit members and employee medical information. Information regarding nonbargaining unit members should be provided if it is reasonably probable that the information is relevant to an issue between the parties and would be of use to the Union in carrying out its statutory duties and responsibilities.

22. Can a steward on overtime investigate a grievance?

Response: Requests for additional time to process grievances should be dealt with on an individual basis and shall not be unreasonably denied. A Union steward should not be denied time to perform Union duties based solely on the fact that the steward is in an overtime status.

23. Does a steward have the right to be represented by another steward?

Response: Yes.

24. Will a PSE who serves as an APWU steward have rights over other PSEs when it is necessary to let PSEs go because of lack of work or when there is an opportunity to bring PSEs back to work?

Response: Yes.

25. Does a PSE steward's rights impact who is selected for an available career opportunity?

Response: No.

26. Can a FTR clerk (who was FT at the signing of the 2010 CBA) steward's super-seniority rights be satisfied by offering the steward a NTFT assignment of less than 40 hours or more than 44 hours/week?

Response: No.

ARTICLE 18
NO STRIKE

Federal law has long prohibited strikes by postal and most other federal employees, and provided criminal penalties for violations. The Postal Reorganization Act of 1970 continued to apply the strike prohibitions of Title 5, Section 7311 of the U.S. Code (5 U.S.C. §7311) to postal employees, as well as the federal criminal penalties for violations contained in 18 U.S.C. §1918.

ARTICLE 19
HANDBOOKS AND MANUALS

Article 19 provides that those postal handbook and manual provisions directly relating to wages, hours, or working conditions are enforceable as though they were part of the National Agreement.

Changes to handbook and manual provisions directly relating to wages, hours, or working conditions may be made by management at the National Level but may not be inconsistent with the National Agreement. A challenge that such changes are inconsistent with the National Agreement or that they are not fair, reasonable, or equitable may be made only by the Union at the National Level.

A locally developed policy may not vary from nationally established Handbook or Manual provisions. Additionally, locally developed forms must be approved pursuant to Section 325 of the ASM and may not conflict with nationally developed forms found in Handbooks and Manuals.

Article 19 of the National Agreement includes the obligation to provide the Union with notice when management is proposing changes to Postal Service handbooks, manuals or published regulations that directly relate to wages, hours, and working conditions, as they apply to employees covered by the National Agreement. Before such changes can be made, the Union must be provided with:

- a narrative explanation of the purpose and impact on employees; and
- any documentation concerning the proposed change from the manager(s) who requested the change, addressing its purpose and effect.

Article 19.2

ARTICLE 19 ARBITRATION

Section 2 provides that a separate arbitration panel will be appointed by the National parties for the sole purpose of hearing Article 19 appeals to arbitration.

Cases on the docket will be scheduled and heard within 120 days of the appeal to arbitration, but no later than 180 days after the Union was notified of the proposed change(s), unless the Union and the Employer otherwise agree. The arbitrator in any given case shall render an award within thirty (30) days of the close of the record in the case. All decisions of an arbitrator shall be final and binding.

(See Memo, page **377**, CBA)

ARTICLE 20
PARKING

Article 20 requires the Postal Service to continue the existing parking program and establishes a National Study Committee on parking. Article 20.2 requires reasonable steps be taken to safeguard employee security in parking areas. Furthermore, parking is a proper subject for discussion in Local Labor-Management Committee meetings.

THE LOCAL MEMORANDUM OF UNDERSTANDING

Article 30.B.19 includes *"The assignment of employee parking spaces*" as an item subject to local implementation. The intent of that provision is to enable the parties to decide on the number of existing parking spaces which will be allocated to bargaining unit employees.

Article 30.B.19 does not permit negotiation over the construction of additional parking spaces. A Local Memorandum of Understanding may, for instance, specify the number of spaces allocated, determine how the spaces are assigned (e.g., based on seniority, first-come, first-served, etc.) and designate the location of the spaces.

ARTICLE 21
BENEFIT PLANS

Article 21.1

HEALTH INSURANCE

The method of determining health benefit premiums for APWU bargaining unit employees is calculated by the Federal Government's weighted average formula. The formula considers the number of federal and postal employees who elect coverage in any given plan and option.

The Office of Personnel Management (OPM) calculates the subscription charges that will be in effect beginning each January with respect to self only enrollments, self plus one enrollments, and self and family enrollments.

For career employees, the biweekly Employer contribution for self only, self plus one, and self and family plans in Plan Year **2022, 2023, 2024, and 2025** is adjusted to an amount equal to **72%** of the weighted average biweekly premiums under the FEHBP as determined by the Office of Personnel Management (OPM), and will not exceed **75%** for any individual plan.

The Postal Service will make a biweekly contribution equal to 65% of the total premium for any PSE who wishes to participate in the USPS Noncareer Health Care Plan (USPS Plan) equal to the greater of (a) $125, or (b) the minimum required by the Patient Protection and Affordable Care Act (PPACA), and applicable regulations, for self-only.

The Postal Service will make a biweekly contribution equal to 65% of the total premium for any postal support employee (PSE) who wishes to participate in the USPS Noncareer Health Care Plan (USPS Plan) for either self plus one or family coverage during a PSE's initial year of PSE employment. After the PSE's first year of employment, the Postal Service will make a biweekly contribution equal to 75% of the total premium for either self plus one or family coverage.

Any PSE wishing to make their health care contribution on a pre-tax basis will be required to make an election to do so in accordance with applicable procedures. All PSEs will be eligible for the USPS Plan within a reasonable period from the date of hire and entry into a pay status consistent with the requirements established under the PPACA.

After an initial appointment for a 360-day term and upon reappointment to another 360-day term, any eligible noncareer PSE employee who wants to participate in the Federal Employees Health Benefits (FEHB) Program on a pre-tax basis will be required to make an election to do so in accordance with applicable procedures**.** The total cost of any FEHB plan is the responsibility of the PSE, except as provided below.

The Postal Service will make a contribution in the amount of 75% of the total premium for any eligible PSE who selects an APWU Consumer Driven Health Plan option.

(See Postal Support Employees Memoranda, Health Insurance page **285**, CBA)

Article 21.2

LIFE INSURANCE

Bargaining unit employees are covered by the Federal Employees Group Life Insurance (FEGLI) program. More information about FEGLI coverage is contained in The Employee and Labor Relations Manual (ELM), Chapter 530.

Article 21.3

RETIREMENT

Bargaining unit employees are guaranteed retirement annuities under federal law. Each employee is covered by either the Civil Service Retirement System (CSRS) or by the newer Federal Employees Retirement System (FERS). More detailed retirement information is contained in ELM, Chapter 560.

Article 21.4

INJURY COMPENSATION

A bargaining unit employee who sustains an occupational injury or disease is entitled to workers' compensation benefits under the Federal Employees' Compensation Act (FECA), administered by the U.S. Department of Labor's Office of Workers' Compensation Programs (OWCP).

Sources of information concerning federal workers' compensation benefits are:

- ELM Subchapter 540—USPS regulations governing workers' compensation;
- USPS Handbook EL-505, Injury Compensation (December 1995);
- Title 5, United States Code Section 8101 (5 U.S.C. §§ 8101 et. seq.)—the Federal Employees' Compensation Act (FECA);
- Title 20, Code of Federal Regulations, Chapter 1 (20 C.F.R. §§ 1 et. seq.)—regulations of the Office of Workers' Compensation Programs;
- Title 5 Code of Federal Regulations Part 353 (5 C.F.R. 353)—regulations concerning the restoration to duty of an employee who sustain a compensable injury.

REPORTING AN INJURY

FECA requires that written notice of a traumatic injury be given within 30 calendar days from the date on which the injury occurred. Failure to give notice within this time period will result in a loss of entitlement to continuation of regular pay and may also result in a loss of compensation rights if the claim for compensation is not filed within three (3) years.

CONTINUATION OF PAY

Terminating Continuation of Pay (COP) when controverting a claim shall only be affected based upon the conditions listed in Part 545. 741 of the ELM.

Employees are not entitled to additional compensation for scheme training performed while receiving COP. The hours spent on scheme training constitute work hours, which are deducted from the maximum of eight (8) hours of COP which an employee may receive in a single day.

ARTICLE 22
BULLETIN BOARDS

Management may not interfere with the Union's posting of a notice containing the names of nonmembers unless or until the Postal Service can prove that this material is unsuitable for posting because it has caused or will cause an adverse impact upon the ability of postal authorities to direct the workforce and to manage its operations "efficiently and productively."

The Union controls posting/removal of material from authorized Union bulletin boards unless and until the Postal Service can prove that the material is unsuitable for posting because it has caused or will cause an adverse impact upon the ability of postal authorities to direct the workforce and to manage its operations effectively and productively.

The Union may place a literature rack in swing rooms, if space is available. Only suitable notices and literature may be placed in literature racks.

ARTICLE 23
RIGHT OF UNION OFFICIALS TO ENTER POSTAL INSTALLATIONS

Article 23 establishes the right of APWU officials to enter postal installations for any official purpose related to collective bargaining.

- High mail volume on a particular day is not a legitimate reason to prevent Union officials from entering a facility.
- There should be no unreasonable delays in granting a requesting Union official access to a postal facility.
- The Union needs to give management reasonable notice prior to entering a postal facility. Normally, a telephone call to an appropriate management official is sufficient.

With reasonable notice **to the Employer**, duly authorized representatives of the Union will be authorized to enter postal installations for the purpose of performing and engaging in official Union duties and business related to the Collective Bargaining Agreement.

This includes elected or appointed National, Area, Local officers, and representatives.
Officers and/or APWU representatives who are in a fulltime Leave Without Pay LWOP) status or retired will be issued an identification badge to enter postal facilities within their respective local(s) for engaging in official union duties and business related to the Collective Bargaining Agreement. The Union, at the Regional Level, will certify to the appropriate USPS District Labor Relations Manager those full-time or retired officers and/or representatives who need to be issued an identification badge, including the name, location(s) for the access, and the duration of the term of office and/or appointment. Certification will be made on APWU Union Official ID Badge Verification Form.

Such representatives need not be on the Employer's payroll and may include "safety and health experts." All such representatives must adhere to the terms and conditions of Article 23. This Article also applies to postal support employees (PSEs)

Upon conclusion of term of office and/or appointment, the identification badge shall be surrendered to the Postal Service. (Article 23 MOU, page 381, CBA)

ARTICLE 24
EMPLOYEES ON LEAVE WITH REGARD TO UNION BUSINESS

Article 24.1

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

Article 24.2

Types of leave for Union business include:

- leave for Union employment;
- leave for Union conventions;
- leave for other Union activities;

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

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

Article 24.2.A

LEAVE FOR CONVENTIONS

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

Article 24.2.B

Article 24.2.B establishes the following rules:

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

2. Such leave to attend conventions will be counted toward the "quota" of employees that must be given leave during that period, unless the Local Memorandum of Understanding provides otherwise.

3. The Union may reserve a specified number of "slots" during the choice vacation period for convention purposes, even if the names of delegates are not yet known.

Article 24.2.C provides that management will make every reasonable effort to grant the employee(s) leave request to attend Union conventions that fall within the choice vacation period, even though the request is submitted after the determination of the choice vacation period. Management is obligated to honor all advance commitments for granting annual leave pursuant to Article 10, Section 4.D and therefore, should not cancel any previously approved leave in order to grant convention leave.

Requests for leave to attend other Union activities, such as educational seminars or legislative rallies are handled under Article 30.B.20, and/or Article 10.

LOCAL MEMORANDUM OF UNDERSTANDING

Article 30.B lists two (2) items for local implementation which involve leave for Union activities. The items are:

- Item 8. *Whether jury duty and attendance at National or State conventions shall be charged to the choice vacation period*. Under this item the parties at the Local Level may settle on language to alter the effect of Article 24.2.B under which leave for Union conventions during the choice vacation period is counted toward the percentage off in Item 9.

- Item 20. *The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be a part of the total choice vacation plan*. "Union activities" in this item differ from the "National and State conventions" addressed by Item 8. "Union activities" may include a wide variety of Union programs other than conventions, for example, legislative rallies, educational seminars or conferences.

ARTICLE 25
HIGHER-LEVEL ASSIGNMENTS

Article 25.1

An employee who is detailed to higher-level work shall be paid at the higher level for time actually spent on such job. An employee's higher-level rate shall be determined as if promoted to the position. An employee (career or noncareer) temporarily assigned or detailed to a lower-level position shall be paid at the employee's own rate.

Article 25.2

Part-time flexible employees are paid at the part-time flexible hourly rate for the higher-level position. In the event a postal support employee (PSE) is assigned to a higher-level position, they will be paid at the higher level only for the time actually spent on such job. When the opportunity exists for a higher-level assignment, the principle of preference for career employees over PSEs should be utilized. PSEs will not be assigned to higher-level assignments within Function 4 (e.g., LSSA, Bulk Mail Tech, Special Postal Clerk, Lead Clerk), except when no career employee is available.

Article 25.3

WRITTEN ORDERS

Normally, PS Form 1723 is used as the written order for detail to higher level bargaining unit positions. A properly completed PS Form 1723 should indicate the beginning and ending of each detail. If, for example, an employee is detailed to a higher-level bargaining unit position for two (2) hours a day in the middle of the employee's tour, a new Form 1723 should be completed daily.

For employees detailed to temporary supervisory positions (204(b)), Local management must provide copies of PS Form 1723, showing the detail's beginning and ending times, to the Local Union in advance of the detail or modification thereto.

Canceling the detail of an employee to a nonbargaining unit position before the end of an assigned tour requires the completion of an amended Form 1723, with a copy provided to the Local Union.

Article 25.4

A detail to a higher-level senior qualified bargaining unit position for a period of less than five (5) working days should be covered by an employee(s) in the same craft who is eligible, qualified and available from the immediate work area. If the detail is for a period of one (1) week or longer, the senior employee who is eligible, qualified and available from the immediate work area should be assigned.

Management is not required to assign the senior qualified eligible employee in the immediate work area when a "best qualified" higher level bargaining unit position is available for detail for a period of more than one (1) week.

Rather, a detail for a best qualified position is assigned to the eligible employee deemed best qualified. If the senior qualified eligible employee is deemed best qualified, then the employee would be assigned.

The following provisions of the National Agreement identify senior qualified positions:

- Article 37, Section 3.A.11;
- Article 38, Section 5.B.2;
- Article 39, Section 1.H and Section 2.A.11.

The Examination Specialist and the Vehicle Operations Maintenance Assistant (VOMA) are both multi-craft positions and are included in Article 37, Section 3.A.11, Article 38, Section 7.D and Article 39, Section 1.H, and may be filled under the provisions of Article 25 by employees from various craft bargaining units. The employee selected to temporarily replace a VOMA or Examination Specialist need not be from the same craft as the absent employee.

The assignment of an employee to perform some particular duty which is performed by a higher-level position does not necessarily constitute assignment to a higher-level position for purposes of Article 25. Whenever a Level 5 is assigned to replace a Level 6 and perform duties required of that position, even if only for part of a tour, such employee is entitled to Level 6 pay under Article 25.1 and 25.2.

When detailing an employee for one (1) week or longer to a craft position that is filled on the basis of the "senior qualified employee," the selected individual must not only be "qualified, eligible, and available" but also "senior."

Article 25.5

LEAVE PAY

Article 25.5 provides that an employee working a higher-level detail for less than thirty (30) working days will receive sick or annual leave pay at the higher rate, but for only three (3) leave days. If a replacement for the detailed employee is needed, the detail is automatically canceled.

If the detail is for thirty (30) consecutive days or longer, the detailed employee is entitled to compensation for authorized sick and annual leave at the higher-level rate, provided the employee resumes the assignment upon return to work.

Holiday leave for a full-time employee is paid at the higher rate provided the employee performs higher-level service on both the work day preceding and following the holiday or the employee works the higher-level assignment on the holiday. The Employee and Labor Relations Manual (ELM), Section 422, governs the payment for leave during a higher-level detail.

ARTICLE 26
UNIFORMS AND WORK CLOTHES

Article 26.1

Article 26.1 provides for the establishment of a USPS/APWU *National Labor–Management Uniform Control Committee*. It also provides for the Committee's make-up and entitles the Union to a spokesperson and one (1) member from each craft represented by the Union. The Postal Service is entitled to an equal number of representatives. The Chair of the Committee alternates at each meeting.

Article 26.2

Each employee required to wear a uniform receives an annual uniform allowance, credited on the employee's uniform allowance anniversary date. The credit may then be spent at approved uniform vendors who sell approved uniform items. Newly eligible employees receive an additional credit as established under Article 26.2.B.

Allowances generally take effect on the earliest date a full-time employee is authorized to wear the work clothes or contract uniform, following completion of the ninety-day probationary period. This date is known as the employee's anniversary date for purposes of work clothes or contract uniform allowances. Adjustments may be made for transfers and for certain absences during the allowance year, as set forth in the Employee and Labor Relations Manual (ELM), Section 935.

The Uniform Program consists of a number of types of clothing developed for various positions dependent on:

- the level of visibility to the public;
- the type of work normally performed; and
- physical environment in which the employee normally works.

ELIGIBILITY

Eligibility for work clothes and contract uniforms is more clearly defined in Subchapter 930 of the ELM. The annual allowance for eligible employees is found in Article 26, not the ELM.

ELM, Section 932, *Uniform Requirements*, covers regular uniforms (932.11), contract uniforms (932.12) and work clothes (932.13).

Delivery/Sales Services & Distribution Associate (P7-06) (OCCUPATION CODE: 2320-0007), will be eligible to purchase Type 1 uniforms as outlined in the Employee and Labor Relations Manual (ELM), Section 933.1, with the same allowance as provided to eligible Clerk/Special Delivery Messengers under Article 26.2.A of the National Agreement.

Article 26.3

WORK CLOTHES PROGRAM

Employees in the work clothes program may purchase and wear the reimbursable items at their discretion. This program is intended to mitigate the wear and tear of the employee's personal clothing. The applicable provision of the ELM is Section 932.13 (*Work Clothes*).

This program is separate from the contract uniform program and is intended for employees who are assigned to certain duties and are not presently eligible for uniforms or contract uniforms. Affected are particular Maintenance employees, Motor Vehicle employees, and clerical employees who are involved full-time in pouching and dispatching units, parcel post sorting units, bulk mail sacking operations, and ordinary paper sacking units.

The following items will be authorized and added to the Uniform Program and Work Clothes Program:

- compression socks;
- gloves;
- coveralls.

These authorized items will be added in the Employees and Labor Relations Manual (ELM) section 930 Work Clothes and Uniforms, applicable to APWU represented bargaining unit employees.

UNIFORM PROGRAM

To be eligible for uniforms under the contract uniforms program, employees must be:

1. in public view four (4) hours a day for five (5) days a week; or
2. in public view not less than thirty (30) hours a week in combined total time.

LOCALLY PURCHASED ITEMS

Postmaster or installation heads are authorized to purchase aprons locally on an as-needed basis for those employees who work on assignments involving dirty work but do not qualify for work clothes.

If the installation head determines that the occasional use of such items as coveralls, smocks, aprons, or foul weather gear meet the need, these items are to be purchased for the installation through the GSA FEDSTRIP catalog or through other authorized means.

Unused portions of an eligible employee's annual allowance for uniform and work clothing will be carried over and available for use beginning twelve (12) months after the end of each anniversary year. An eligible employee's uniform or work clothing allowance balance may not exceed the sum of two (2) years of the employee's annual allowance entitlement.

Article 26.4

ANNUAL ALLOWANCE FOR PSEs

On an annual basis, postal support employees who are assigned as PSE Sales/Service & Distribution Associates, SSDA D/A 81-4, who have met the criteria listed in Article 26.4, will be eligible to purchase Type 2 uniforms as outlined in the Employee and Labor Relations Manual (ELM), Section 933.2, with the same allowance as provided to eligible career retail clerks by Article 26.2.A of the National Agreement. PSEs will receive the additional uniform credit authorized by Article 26.2.b with their first uniform allowance following conversion to career status. New Work PVS postal support employee (PSE) Motor Vehicle Operator and Tractor-Trailer Operators will be eligible for a Type 1 uniform allowance as provided in the MOU. (See PSE Memo, Uniforms and Work Clothes, page **271, and Memos, pages 382 and 383** of the CBA)

ARTICLE 27
EMPLOYEE CLAIMS

Article 27 provides for filing a claim under certain circumstances where an employee loses or damages personal property. To file a claim the loss or damage must have been more than $10.00, taking into consideration depreciation, and meet all of the following requirements:

- the loss or damage must be in connection with or incident to employment while on duty or on postal premises;
- possession must have been reasonable or proper under the circumstances;
- loss or damage must not be caused in whole or in part by negligent or wrongful act of the employee;
- loss or damage must not result from normal wear and tear associated with day-to-day living and working conditions;
- the loss or damage must not involve a privately-owned vehicle and/or contents thereof.

The property must be "personal property" which may include cash, jewelry, and clothing as well as other items that are worn or otherwise brought to work. Personal property does not include automobiles (see "Automobile exclusion," below).

Under Article 27, possession of the personal property at work must have been reasonable or proper under the circumstances, and the loss or damage must have been suffered "in connection with or incident to the employee's employment while on duty or while on postal premises." These two requirements are often interrelated.

If seeking reimbursement under Article 27, employees must complete PS Form 2146 and seek statements from both their immediate supervisor and the steward, so that the claim can be documented and proper recommendations made.

The Postal Service need not pay a claim when a loss was caused in whole or part by the negligent act of the employee. "Negligent" means a failure to act with reasonable prudence or care.

The loss or damage will not be compensated when it resulted from normal wear and tear associated with day-to-day living and working conditions. The amount of the loss claimed must reflect the depreciated value of the property.

Article 27 requires an employee to file a timely claim. To be timely, the claim must be filed within fourteen days after the loss or damage occurred.

In keeping with Section 641.52 of the Employee and Labor Relations Manual (ELM), PS Form 2146, *Employee Claim for Personal Property*, must be completed in its entirety

(Section 1 by the employee, Section 2 by the Union steward and Section 3 by the supervisor) to document a claim. However, employees may submit a claim without completing PS Form 2146, provided they submit timely written document which includes the required information. Claims must be supported with evidence such as a sales receipt, a statement from the seller identifying the price and date of purchase, or a statement from a seller about the replacement value.

The procedures for filing an employee claim are as follows:

- the claim must be submitted to management with the recommendation of the appropriate shop steward within fourteen (14) days of the date of loss or damage;
- the supervisor makes a recommendation and submits the claim to the Area office within fifteen (15) days of receipt;
- the Area office adjudicates the claim within thirty (30) days of receipt;
- if the decision is made to pay the claim, the process ends;
- if denied, the Area office will provide the Union's Regional representative a copy of the denial letter, the claim form, and all other documentation filed with the claim. The Union may appeal the claim to arbitration;
- the installation head or designee will provide a copy of the denial letter to the shop steward whose recommendation is on the claim form.

NOTE: The parties do not meet to discuss an employee claim at Steps 1, 2 or 3 of the grievance-arbitration procedure.

AUTOMOBILE EXCLUSION

Motor vehicles and their contents are excluded from Article 27 claims. However, if an automobile is damaged, the bargaining unit employee may seek recovery under the Federal Tort Claims Act, in accordance with Part 250 of the Administrative Support Manual. To initiate a tort claim, an employee should complete and submit Form 95.

Note that the standard for establishing liability under the Tort Claims Act is different than the standard for reimbursement under Article 27, because fault is treated differently. The Postal Service must pay a claim under Article 27 unless it was "caused in whole or in part by the negligent or wrongful act of the employee," whether or not there was also negligence on the part of the Postal Service. However, to recover under the Tort Claims procedure the employee must establish that the damage was the fault of the Postal Service.

ARTICLE 28
EMPLOYER CLAIMS

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

Article 28.1

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

POSTAL SERVICE RESPONSIBILITY

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

- provide adequate security;
- prohibit employees from using the accountability of another employee without permission;
- provide employees with fixed credits the opportunity to be present when their fixed credit is being audited;
- relieve employees of any liability or loss for cashing checks provided established procedures are followed;
- audit fixed credits at least once every four (4) months.

In offices with Segmented Inventory Accountability (SIA), each sale and services associate's cash retained credit is to be counted randomly at least once a month.

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

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

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

Article 28 requires management to audit each employee's fixed credit no less frequently than once every four (4) months. The count of an employee's stamp credit must take place away from the window operation, preferably in a quiet area. There must be adequate space for both the supervisor and the employee to count.

The supervisor must enter the count on PS Form 3294, and the employee must enter an independent count to a separate Form 3294. A credit should only be recounted at the request of the employee. An employee cannot transfer his/her credit to another employee in lieu of being counted out (audited by management).

TRAINING

The Postal Service should provide necessary training prior to assigning an employee to duties that require financial or security responsibilities.

The Window Clerk Examination should be administered immediately following completion of the classroom training. Work related interruptions of trainees and instructors should be avoided. Employees who receive a rating of marginal or better report to their new bid assignment. Such employees are not eligible for out-of-schedule premium while awaiting their test results.

Article 28.4

DEMAND LETTERS

Management cannot cash an employee's payroll check to liquidate a debt without the employee's permission and the Inspection Service cannot withhold an employee's salary check when the employee is issued a letter of demand. Rather, when collecting a debt from an employee, the Postal Service must adhere to the requirements of Article 28 and Chapter 460 of the Employee & Labor Relations Manual (ELM).

All employees must receive written notice (letter of demand) of any money demand for any reason. The letter of demand, which must be signed by the postmaster or his/her designee, must notify the employee of a Postal Service determination of the existence, nature, and amount of the debt.

A letter of demand must specify the options available to the employee to repay the debt or to appeal the Postal Service's determination of the debt or the proposed method of repayment. Requirements governing the collection of debts from bargaining unit employees are in ELM, Section 460. If a grievance is filed regarding a demand for payment or a petition is filed pursuant to the Debt Collection Act, such demand is held in abeyance until final disposition of the grievance or petition regardless of the amount of the demand or type of debt.

Section 437 of the ELM provides a mechanism for an employee to request a *Waiver of Claims for Erroneous Payment of Pay*. Section 437 includes the purpose for which a waiver can be filed (Section 437.1), definitions (Section 437.2) and the mechanics for filing a claim (Section 437.3). In addition, a review by the installation head and human resources is provided for in Sections 437.4 and 437.5. Sections 437.6 and 437.7 complete the process.

Article 28.4.C

Post separation letters of indebtedness shall include specific language that an employee shall have 14 days from receipt of the letter of indebtedness in which to file a grievance pursuant to Article 15.2 of the National Agreement. Retirement information given to employees prior to the effective date of separation shall include information advising employees of their right to file a grievance or petition through the Debt Collection Act procedures concerning any post separation notification of indebtedness. If a timely grievance or petition pursuant to the Debt Collection Act is filed, the protections against collections of that debt contained within Section 4.A, shall apply.

ARTICLE 29
LIMITATIONS ON REVOCATION OF DRIVING PRIVILEGES

VEHICLE ACCIDENTS

The following rules apply when an employee is involved in a vehicle accident:

The safety and health of employees is of significant concern to the parties. Accordingly, the following is not intended to provide driving privileges to an employee when such privilege would place the safety of the public or the employee at risk.

- The mere fact that an employee was involved in a vehicle accident is not sufficient to warrant automatic suspension or revocation of driving privileges or the automatic application of discipline.

- When an employee's driving privilege is temporarily suspended as a result of a vehicle accident, a full review of the accident will be made as soon as possible, but not later than fourteen days, and the employee's driving privileges must either be reinstated, suspended for a specified period of time not to exceed sixty days, or revoked as warranted. If the decision is to suspend or revoke the employee's driving privilege, the employee will be provided, in writing, the reason(s) for such action.

- If an employee requests that a revoked or suspended driving privilege be reinstated, management will review the request and make a decision as soon as possible but not later than forty-five days from the date of the employee's request. If the decision is to deny the request, the employee will be provided with a written decision stating the reasons for the decision. The management review must give careful consideration to:

  * the nature, severity and recency of the incident(s) which led to the revocation or suspension;

  * any driver's training or retraining courses completed from private schools, state sponsored courses, or Postal Service training programs, especially when directly relevant to the incident(s) that led to the revocation;

  * successful participation in an EAP program, when relevant to the reasons for revocation;

  * the employee's state driving record consistent with the criteria for initial certification of driving privilege as stated in the applicable handbook. The Postal Service may waive these criteria if warranted in light of the other factors listed above.

The above rules are not intended to define the conditions or circumstances for which an employee's driving privilege may be suspended or revoked.

REVOCATION

Management may suspend or revoke a bargaining unit employee's driving privileges under certain specified circumstances:

- Automatically and concurrently with the suspension or revocation of the employee's state driver's license. Automatic reinstatement of postal driving privileges must follow reinstatement of the state driver's license.

- Temporarily following a vehicle accident, in which case a full review of the accident will be made as soon as possible, but not later than fourteen days, and the employee's driving privileges must either be reinstated, suspended for a specified period of time not to exceed sixty days, or revoked as warranted.

Each incident should be individually investigated to determine what action, if any, is appropriate consistent with Article 29, and the provisions of the driver training program as reflected in USPS Handbook EL-804, *Safe Driver Program,* or subsequent regulation which provides guidance for the review of driving privileges.

ARTICLE 30
LOCAL IMPLEMENTATION

Article 30.A

LOCAL MEMORANDUM OF UNDERSTANDING

Presently effective Local Memoranda of Understanding not inconsistent or in conflict with the **2021** National Agreement shall remain in effect during the term of this Agreement unless changed by mutual agreement pursuant to local implementation procedures or as a result of an arbitration award or settlement arising from either party's impasse of an item from the presently effective Local Memorandum of Understanding.

Article 30.B

LOCAL IMPLEMENTATION

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

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

The twenty-two listed items are "mandatory subjects" of discussion if raised during the period of local implementation. In other words, if one party raises one (1) or more of the listed items, the other must discuss it in good faith.

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

CRAFT PROVISIONS

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

Clerk Craft - Article 37

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

Maintenance Craft - Article 38

Section 3.C.	Application of seniority.
Section 4.A.4.	Repost an assignment where the change in starting time is two (2) or more hours.
Section 4.A.5.	Change of duties.

Motor Vehicle Craft - Article 39

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

MODIFIED WORK WEEK

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

Article 30.C

INCONSISTENT OR IN CONFLICT

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

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

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

Article 30.D

In the event of a mid-term change or addition in the National Agreement, Local management may challenge a provision(s) of an LMOU subsequent to the local implementation period, but only by making a reasonable claim that a provision(s) of the LMOU is inconsistent or in conflict with the changed provision(s) of the National Agreement. Since the JCIM simply reflects and does not modify or amend the terms of the National Agreement, the JCIM cannot in and of itself constitute "new or amended provisions" or "a mid-term change or addition" to the National Agreement within the meaning of Article 30.D.

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

Article 30.E

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

Article 30.F

CONSOLIDATED OR NEW INSTALLATIONS

When installations are consolidated or when a new installation is established, the parties shall conduct a thirty-day period of local implementation, pursuant to Article 30.B. All proposals remaining in dispute may be submitted to final and binding arbitration, with the written authorization of the National APWU President or the Vice President, Labor Relations. The request for arbitration must be submitted within ten (10) days of the end of the local implementation period.

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

ARTICLE 31
UNION-MANAGEMENT

Article 31.1

ORGANIZING AND DUES COLLECTION ON USPS PREMISES

Article 31.1 gives APWU representatives the right to engage in membership organizing and to collect dues from members in non-work areas of postal facilities. New employees can complete Form 1187, *Authorization for Deduction of Union Dues,* during orientation which is conducted in areas designated by management.

Article 31.2

ELECTRONIC FILES & ELECTRONIC ACCESS TO INFORMATION

The Employer shall, on a biweekly basis, provide the Union at its National Headquarters with a computer tape containing information as set forth in the Memorandum of Understanding regarding Article 31 by encrypted/password protected Electronic File Exchange. If electronic File Exchange is unavailable the information will be provided by appropriate media.

The Union will be provided all current handbooks, manuals, and published regulations in an electronic format. In addition, reports currently provided to the Union in hard-copy will be transmitted electronically when it is possible to do so.

(See Memo, Pages 388 & 390 of the CBA)

Article 31.3

INFORMATION

Article 31.3 provides that the Postal Service will make available to the Union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of the Agreement, including information necessary to determine whether to file or to continue the processing of a grievance. It also recognizes the Union's legal right to Employer information under the National Labor Relations Act.

To obtain Employer information the Union need only give a reasonable description of what it needs and make a reasonable claim that the information is needed to enforce or administer the contract.

The Union has a right to any and all information which the Employer has relied upon to support its position in a grievance. The Union also has an obligation to provide the Postal Service with information it relies upon in a grievance (Article 15).

The Union is entitled to medical records (under the authority and control of the Postal Service) which are necessary to investigate or process a grievance, even without an employee's authorization, as provided for in Handbook AS 353, Appendix (USPS 120.090), the Health and Medical Services Handbook, (EL-806).

When the Union is provided with information, for example medical records, it is subject to the same rules of confidentiality as the Postal Service.

If a request for copies is part of the information request, then the Postal Service must provide the copies.

Upon request of the Union, reports previously provided in hard copy will be provided electronically when it is possible to do so.

If the Union provides a list of officers and stewards, the Postal Service must indicate which (if any) applied for a supervisory position within the previous two (2) years.

COST

Handbook AS-353 governs the costs which management may charge the APWU for providing information. The Union may obtain estimates of the cost of providing the information in advance. The first two (2) hours of research time and the first 100 individual copies are furnished to the Union at no charge for each request.

The charges required for information furnished pursuant to Article 31 will not be greater than charges imposed by the Postal Service for release of information under the Freedom of Information Act.

If any part of a videotape has been or is intended to be used as a basis for disciplinary action, those portions will be reproduced and provided to the Union, upon request.

ARTICLE 32
SUBCONTRACTING

Article 32

CONTRACTING OR INSOURCING OF CONTRACTED SERVICES

It is understood that if the service can be performed at a cost equal to or less than that of contract service, when a fair comparison is made of all reasonable costs, the work will be performed in-house.

Article 32.1

SUBCONTRACTING

Article 32.1.A sets forth the criteria to be considered in evaluating the need to subcontract. The Postal Service is required to give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees when evaluating the need to subcontract. Also, when subcontracting is being considered which will have a "significant impact" on bargaining unit work, the Postal Service is required to give advance notice to the APWU at the National Level.

In those qualifying circumstances in which the impact is significant, the Union will have the opportunity to meet at the National Level during the development of the initial Comparative Analysis. The Union may include a statement of views on costs and other factors and proposals to avoid subcontracting and/or to minimize the impact of any subcontracting. The final decision on whether to subcontract cannot be made until after this meeting.

Article 32.1.C

SUBCONTRACTING FIELD LEVEL

When a decision has been made at the Field Level to subcontract bargaining unit work, the Union at the Local Level will be given notification.

Article 32.2

MOTOR VEHICLE

Article 32.2.A sets forth factors to be considered when selecting the mode for the highway transportation of mail.

Article 32.2.B provides the time frame for furnishing the Union the information listed in Section 2.C, the exchange of basic cost analysis and holding a meeting between the parties should the Union request one. When the Union requests a meeting, the contract cannot be awarded until after the meeting.

For highway contracts covered by Article 32.2, the information listed in Article 32.2.C must be timely furnished to the Union pursuant to Article 32.2.B. Should there subsequently be substantive modifications in the information provided the Union in Section C, the Union will be notified as soon as such decision is made. (Section D)

COST COMPARISION

Article 32.2.E outlines the factors to be used in any cost comparisons of the type of transportation mode to be selected.

For all routes for which the Union submitted a cost comparison, if a contract is awarded, the Union will be furnished the cost of such contract. (Section 2.F)

The provisions of Article 32.2 apply when evaluating the type of service to be provided for routes covered by Article 32.2.G.

Article 32.2.G provides that information will be furnished for all routes covered by this section subject to renewal, extension, conversion of existing postal vehicle service to highway contract service o stated therein.

QUESTIONS AND ANSWERS ARTICLE 32

1. Does the language in the Article 32 MOU (Re: Contracting and Insourcing of Contracted Services) mean contracted?

Response: No. Where based on a fair comparison a proposed contracted operation costs less than an in-house operation, the considerations in Article 32.1 and other contractual provisions, manuals and handbooks still apply and decision not to contract.

2. Can the APWU initiate and obtain a cost comparison on a segment(s) that is part of an HCR, as opposed to an entire HCR solicitation or contract?

Response: Yes, based on a fair comparison, which includes, but is not limited to, consideration of overall costs, including anticipated increased costs relating to the remainder of the HCR route, as well as overall operational needs, including fleet needs, maintenance capabilities, parking, route logistics, etc.

3. If the cost comparison of a contractor a segment or route shows, based on a fair comparison, that it would cost less to have the work performed by MVS, will the work be assigned to MVS employees?

Response: Yes. However, the Postal Service may consider overall costs, including anticipated increased costs relating to the remainder of the HCR route. In addition, the overall operational needs, including fleet needs, maintenance capabilities, parking, route logistics, etc. are to be considered. If a fair comparison is made and it is determined that the segment or route can be performed at a cost equal to or less than that of contract service, the work will be performed in-house.

ARTICLE 33
PROMOTIONS

The Postal Service must provide qualified career employees the opportunity for promotions to bargaining unit vacancies prior to hiring new employees. Furthermore, Article 33 obligates the Postal Service to assist employees seeking advancement through training and self-help programs and to expand the Postal Employee Development Center (PEDC) concept.

Issues concerning local training and educational opportunities, including the use of postal facilities for non-compensable training in college accredited courses, publicity of self-development training opportunities, and other training and educational matters of mutual interest and benefit, are appropriate subjects for resolution at Local Labor-Management Committee meetings.

Consistent with established regulations and operational needs, the Postal Service will make every effort to grant requests for leave without pay by employees for training and educational opportunities. District offices will maintain a record of such requests for LWOP and the resulting action taken (approved/disapproved). If the request is denied, supporting rationale must accompany the denial.

BEST QUALIFIED

Article 33.2 provides that when an opportunity for a promotion to a best qualified craft position exists, management shall solicit applications from employees of the appropriate craft. The best qualified applicant shall be selected from among the qualified applicants.

Where there is no appreciable difference in the qualifications of the best of the qualified applicants and a selection is made, seniority will be the determining factor. Written examinations shall not be controlling in determining qualifications. If there are no qualified applicants within the craft, management will solicit applications from other qualified bargaining unit employees within the installation. Selection/promotion will be based on best qualified.

Job interviews are to be conducted on a no-gain, no-loss basis. Management will not intentionally schedule job interviews in order to avoid any payment applicable under the no-gain, no-loss principle.

MAINTENANCE CRAFT

The Maintenance Selection System (MSS) is a two-part system for Maintenance Craft employees in order to establish eligibility for designated Maintenance Craft occupational groups and levels. The two (2) parts are: Examination and Review Panel Evaluation. In-Service Examinations and Review Panel Evaluations are to be conducted on a no-gain, no-loss basis. Management will not intentionally schedule in-service examinations in order to avoid any payment applicable under the no-gain, no-loss principle.

EXAMINATIONS

When an examination is given, there shall be no unreasonable limitation on the number of examinations that may be taken by an applicant.

ARTICLE 34
WORK AND/OR TIME STANDARDS

WORK OR TIME STANDARDS

Management has not established any work or time standards in the CFS Unit. The labeling instructions and/or the use of individual disks will not be used as a basis for discipline.

Chapter 6 of Handbook M-49, Sorter Induction Accuracy Test, does not prohibit Local management from training parcel sorting machine operators whose performance levels are above minimal acceptance levels of performance. No specific accuracy and throughput rates will be applied generally to reflect the normal expectations of qualified, experienced operators, but such normal expectations may vary among operators on an individual basis.

Management may post the productivity goals for informational purposes only. No discipline shall be administered to an individual or group for not attaining the goal.

ARTICLE 35
EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program (EAP) is a formal, nondisciplinary program designed to assist employees and their immediate families in recovering from alcoholism and drug abuse and in dealing with other problems — mental, emotional, familial, marital, financial, legal, and other — that may adversely affect both an employee's job performance and personal life. Assistance is provided through consultation, evaluation, counseling, and/or referral to community resources and treatment facilities. The regulations which govern the EAP are in Section 940 of the Employee and Labor Relations Manual.

(Memo, CBA, Page 398)

ARTICLE 36
CREDIT UNIONS AND TRAVEL

Article 36.1

CREDIT UNIONS

Credit union business cannot be conducted from any post office service window. Postal employees who are employees, officers, officials, or board members of employee credit unions are not entitled to Postal Service compensation for credit union duties. Such employees have the option of using annual leave or leave without pay for up to eight (8) hours per day to perform credit union activities, provided that they can be spared from their regular duties.

Article 36.2

TRAVEL ELIGIBILITY

Travel which is compensable on scheduled and nonscheduled days. Travel time is the time spent by an employee moving from one location to another during which no productive work is performed. This includes time spent traveling between residence, airport, training facilities, and hotel.

Portal to portal compensable in-transit time:

- begins with departure from the employee's residence or home installation and ends with arrival at the temporary place of lodging or work location; or
- begins with the departure from one temporary place of lodging or work location and ends with the arrival at another temporary place of lodging or work location; or
- begins with the departure from the temporary place of lodging or work location and ends with the arrival at the employee's residence or home installation.

SCHEDULING TRAVEL

Travel away from home overnight is to be scheduled by management. While the employee can make his/her own travel arrangements, these arrangements are subject to the concurrence of the employee's approving official. The employee may not commit Postal Service funds without the proper approval. Wherever possible, travel should be scheduled within the employee's regular workweek.

SCHEDULE CHANGE WHEN RETURNING HOME FROM TRAINING

Employees may request a schedule change in order to attain a reasonable amount of personal time for rest and relaxation prior to reporting for work. Such a request is subject to prior approval of the employee's Union steward and supervisor. The employee will not be eligible for out-of-schedule premium as a result of these changes.

When employees do not request a schedule change, and the return time [which equates to the end of the approved compensable training time] is within ten (10) hours of the employee's regular scheduled tour, managers will (prior to the beginning of training) identify the training schedule hours as extending through the employee's first nonscheduled day following completion of classes. In such circumstances, this schedule change is considered to be required as part of the training and the employee will not be eligible for out-of-schedule premium.

INTERMEDIATE TRAVEL HOME

When employees are attending extended training courses (such as in Norman, Oklahoma), they may be entitled to a trip home for personal convenience, as specified in Handbook F-15, Section 8-1. While the cost of the transportation expenses is paid by the Postal Service, the travel time for this trip is not compensable.

APPROVED TRAVEL TIME

Approved travel time is the time allotted by the Postal Service. Employees will not be compensated for extensions beyond this time due to personal actions. Extensions beyond this time at the request of an employee are considered excessive time. Employees will not be compensated for additional travel hours due to their own personal actions (e.g., driving rather than traveling by airplane, volunteering to be bumped, or changing flights for personal convenience).

MAXIMUM HOURS ALLOWED

ELM 432.32 specifies that "Except as designated in labor agreements for bargaining unit employees…employees may not be required to work more than 12 hours in one (1) service day. In addition, the total hours of daily service, including scheduled work hours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours."

Since travel for job-related training at which the employee remains overnight is considered compensable "work hours," APWU bargaining unit employees should not be required to work more than twelve hours a day, whether it be in a travel status, or in a travel and training status. However, if the employee travels beyond the twelve (12) hours for personal convenience, that is his/her own choice.

Eligible employees will be compensated for travel time whether or not it is within their bid schedule. The kind of compensation will depend on when they travel. It will be recorded as regular work hours, overtime, penalty overtime, or holiday work, as appropriate.

The above is only applicable to APWU travel for training at which the employee remains overnight.

USE OF PRIVATELY OWNED VEHICLES

The parties agree that the following represents the policy of the Postal Service and the APWU concerning the furnishing of privately owned vehicles (POV) by bargaining unit employees, including postal support employees.

- No craft employee represented by the APWU may be coerced into furnishing a vehicle or carrying passengers without the employee's consent. The use of a personal vehicle is the decision of the employee and it is not the intent of the parties to discourage such use of personal vehicles when transportation is needed from one postal facility to another or in the completion of the employee's assignment.
- When an employee begins his/her work day at one postal unit and is provided transportation to another unit to complete his/her tour of duty, that employee will be provided transportation back to the unit where his/her tour began if transportation is needed. If the employee ends tour at the new location the return trip will not be on the clock but transportation will be provided promptly by management upon request.

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
Section 6. Anti-Fatigue Measures
Section 7. Scheme Committee
Section 8. Computerized Forwarding System
Section 9. Listing of Key and Standard Positions

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 regular; or b) 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 (1) 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.C

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.C and 1.D

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

   Response: Full-time regular clerks bid for duty assignments which are posted as senior qualified. Full-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

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.E

8. 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

9. 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

10. Does the term *residual vacancy* have more than one (1) 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

11. 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 (2) years (five (5) years for positions listed in Article 37.3.F.7).

Section 1.K

12. 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

13. 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 (2) years thereafter. Note that a full-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, **2022**. This employee would have a live record on zones 3 and 6 through October 31, **2024**.

Section 1.K

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

Response: As with other full-time regular employees, a live record for full-time unencumbered and part-time flexible employees begins when they qualify and ends two (2) 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, **2022**. As of that date, the employee no longer works zone 3. The employee continues to have a live record on zone 3 for two (2) years, through October 31, **2024**.

Section 1.K

15. 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

16. 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 (5) years of the bid?

    Response: No. The five (5) years is for live record purposes only.

Section 1.K

17. 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 on the window or other skill, for five (5) years after the employee discontinues performing the duties requiring the skills. Note that a full-time employee is considered to cease performing the duties which require a skill when the employee no longer holds a duty assignment requiring the skill. [See also, Q&A #20]

Section 1.K

18. 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

19. 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

20. 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

21. 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

22. 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

23. How is a live record (scheme or machine) used when assigning employees on a day-to-day basis?

    Response: A live record is utilized for bidding purposes, involuntary assignment of unencumbered employees, and PTF preferencing. Employees who have a live record, that is not part of their current bid duty assignment, are not considered qualified and are not considered to have the necessary skills from that live record for the purpose of daily work assignments.

Section 1.K

24. Does the occasional use of an employee to perform scheme distribution or utilize some other skill for which they hold a live record extend the live record?

    Response: No. An employee can only be deemed to have a live record in accordance with Article 37.1.K. An employee is considered to have ceased performing the duties which require a skill when the employee no longer holds a bid requiring that skill.

The occasional use of an employee to perform duties utilizing a skill not required by their current bid would not extend their live record. Live records are used for the bid procedure and the involuntary assignment of unencumbered employees.

Section 1.K

25. Are the former part-time regular employees, who were converted to full-time on or before August 27, 2011, covered by the *live record* provisions?

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

Section 1.K

26. Does a postal support employee who qualifies on a scheme, machine skill, window, etc., have a live record which carries over into career employment?

    Response: Yes. A live record or a scheme or machine skill for PSEs begins when they qualify and ends two (2) years after they discontinue using the skill. A live record for PSEs on the window or other job listed in Article 37.3.F.7 begins upon qualification and continues for five (5) years after the employee discontinues performing the duties requiring the skills.

Section 1.L

27. 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

28. 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

29. 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

30. How many seniority lists are required for the Clerk Craft?

    Response: Only one (1) seniority list is authorized under Article 37. This list includes all full-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

31. 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

32. 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

33. 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

34. 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 (2) 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.

Any employee not holding a bid duty assignment, within the principal assignment area will be moved prior to moving any mail processing employee who holds a bid duty assignment. This applies to light/limited duty employees not holding a bid assignment as well.

Section 2.D

35. How is a PSE's standing on the PSE roll, for conversion or opting, impacted by any break in service?

Response: Clerk Craft PSEs accrue Clerk Craft standing on the roll within the category of PSE from their original date of employment within the craft and installation, regardless of any break in service as a PSE (less than one (1) year), including all time spent as a Clerk Craft PSE within the installation.

Section 2.D

36. Does PSE standing on the roll carry over into career appointment?

Response: The time worked as a PSE does not carry over if a PSE attains career status. They begin their initial period of seniority when they attain career status.

Section 2.D.1 and Article 12.2

37. If a full-time regular clerk is voluntarily reassigned to another craft or promoted to a nonbargaining unit position at the same or a different installation, and the employee voluntarily returns to the same craft and installation within one (1) 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 (1) 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 Function 1 installation or a post office, Level 21 and above, in which case they would be full-time.

Section 2.D.1 and Article 12.2

38. If a Clerk Craft employee voluntarily transfers to another installation in the Clerk Craft, then returns to the same craft and installation within one (1) 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 a post office, Level 20 and below, 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

39. 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 (hiring list) 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

40. If a part-time flexible clerk is voluntarily reassigned to another craft or promoted to a nonbargaining unit position at the same or a different installation, and the employee voluntarily returns to the Clerk Craft within one (1) 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

41. How many part-time flexible Clerk Craft rolls exist in *a post office, Level 20 and below*?

    Response: There is only one (1) part-time flexible Clerk Craft roll for each installation.

Section 2.D.3.a

42. If an employee is hired from a manual hiring list and, on the same day, an employee is hired from a machine hiring list, 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

43. Which seniority provisions are used to merge employees from different registers on the part-time flexible roll within post offices, Level 20 and below?

    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

44. 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 should be restored.

Section 2.D.4.h

45. 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

46. If a clerk is voluntarily reassigned to another craft or promoted to a nonbargaining unit position and returns to the Clerk Craft after more than one (1) year, is the employee required to begin a new period of seniority?

    Response: Yes.

Section 2.D.5

47. Can a nonbargaining unit employee who returns to the Clerk Craft in a post office, Level 20 and below, after more than one (1) 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

48. 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 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

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

    Response: No.

Section 2.D.5.c

50. 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. The exception is for reassignments solely between APWU represented crafts. A senior volunteer shall be allowed between APWU represented crafts.

Section 2.D.5.c

51. 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

52. 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 and a part-time flexible can replace only a part-time flexible.

Section 2.D.5.c

53. 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

54. 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

55. 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

56. When full-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 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 regular employees. They do not exchange duty assignments.

Mutual exchanges will be allowed between full-time Clerk Craft employees in different pay levels. Unless a residual full-time assignment is available for a reassigned employee(s), the employee(s) will become a full-time unencumbered employee(s) in the new office in the pay level of the lower-level employee involved in the exchange. There will be no saved grade, even if the employee is assigned to a lower-level residual vacancy in the new installation. (See Memo, page **437-438)**

Section 2.D.7

57. Can part-time flexible clerks agree to a mutual exchange?

Response: Yes; however, mutual exchanges are limited to clerks in the same status, and level (PTF to PTF).

3 – POSTING, BIDDING, AND APPLICATION

Section 3

58. What are the Clerk Craft bidding restrictions?

Type of	Length of Restriction	Comment
Exhaustion of five (5) 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 (5) 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; bidding to a station closer to the employee's place of residence; or bidding to a duty assignment which does not require a deferment period or additional off-site training.
Failure of prerequisite training (37.3.F.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 bidding to Level 6, 7 or 8	1 year	Restricted to same position description bidding unless back to Level 5.

Section 3.A

59. Are full-time employees who are pending removal eligible to bid and/or apply for vacant duty assignments for which they would have otherwise been eligible to bid or apply?

    Response: Yes. The employee would be eligible to be awarded a bid duty assignment for which they are the successful bidder (e.g., fully qualified or "live record"). However, they should not be designated a "senior bidder" since they will be unavailable to enter into training or complete the deferment period. In this instance, the next senior bidder should be identified accordingly.

Section 3.A

60. 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

61. 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

62. Do PSE clerks hold down their opted residual duty assignment during their mandatory 5-day break in service?

    Response: No. Any such duty assignment must either be posted for bid or reverted pursuant to Article 37.3 on the occasion of the employee's break in service.

Section 3.A

63. Are newly hired career full-time regular clerks eligible to bid and/or apply for duty assignments during their ninety (90) day probationary period?

    Response: Yes. However, the fact that such employee successfully bids does not alter the existing provisions of their probationary period.

Section 3.A, 3.B and 3.F

64. Can an employee be covered by more than one (1) bidding restriction?

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

Section 3.A.1

65. 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

66. 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)

67. What is a *newly established* duty assignment?

    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 regular bidding to such assignments may be impacted by Article 12).

Section 3.A.2

68. 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 therefor.

Section 3.A.2

69. 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

70. 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.2

71. Can management change the hours, off days, duties and/or position title of a vacant duty assignment?

    Response: Yes, provided the change is made either within twenty-eight (28) days of the vacancy or when the assignment is posted with the affected change(s), whichever occurs first.

Section 3.A.2

72. Do the Article 37.3.A.2 reversion rules apply when management changes the hours, or days, duties and/or position title of a vacant duty assignment?

    Response: No. These actions do not reduce the number of duty assignments in an installation and would not be subject to a reversion grievance.

Section 3.A.4

73. What change to the hours of a NTFT duty assignment may be made without creating a need to repost the assignment?

    Response: NTFT duty assignments are full-time duty assignments. All of the reposting rules for full-time duty assignments in Article 37.3.A.4 apply to NTFT duty assignments. The assignment must also be reposted when the total hours in the workweek of a NTFT duty assignment are changed.

Section 3.A.4

74. When occupied duty assignments are reposted due to changes in hours, off days, duties, or change to or from NTFT status, 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

75. 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

76. 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

77. 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.

Section 3.A.4

78. 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

79. 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

80. The NTFT MOU requires that if the traditional duty assignment occupied by a senior clerk is reposted as a NTFT duty assignment all duty assignments within the section occupied by junior clerks must be reposted for in-section bidding. If one (1) or more of those reposted duty assignments is changed sufficiently to meet the reposting requirements in Article 37.3.A.4, will it still be posted in-section?

    Response: No. In this situation, if the duty assignment is changed sufficiently that Article 37.3.A.4 (and the LMOU) require reposting the duty assignment would be posted installation wide.

Section 3.A.4

81. Does the addition of window duties to any occupied duty assignment cause that duty assignment to be reposted?

    Response: If the duty assignment is an SSA or SSDA, for instance, reposting would be subject to the provisions in the LMOU.

    If the addition of window duties caused the position description to change (e.g., Mail Processing Clerk – window duties added – becomes SSDA) the newly established duty assignment is posted for bid in accordance with 37.3.A.1. Because the former duty assignment is vacated, and considered to have been reverted, no reversion action is required on the former duty assignment.

Section 3.A.4.c

82. 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

83. If an occupied duty assignment was changed by one (1) hour during the life of the **2018** National Agreement and is changed another hour during the **2021** 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 (2) National Agreements. The start time existing on **September 21, 2021**, is the base to determine any start time change requiring a repost under the **2021** National Agreement.

Section 3.A.4.c

84. 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 (1) hour of the original starting time at the beginning of the National Agreement.

Section 3.A.4.c(2)

85. What is the effective date of the **2021-2024** National Agreement for the purpose of determining cumulative changes in starting time which may cause a duty assignment to be reposted?

    Response: **September 21, 2021**.

Section 3.A.4.d

86. When an occupied PS-5 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 duty assignments who are not otherwise under a bidding restriction. Resulting PS-5 duty assignments are also filled by posting only to eligible same status PS-5 employees, until a residual vacancy is reached.

Section 3.A.4.d

87. When an occupied PS-6, PS-7, or PS-8 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-7, or PS-8 positions to bid on reposted PS-6, PS-7, and PS-8 duty assignments if the employees are at the same or higher level as the reposted duty assignment. A PS-8 employee could bid on a reposted PS-6, PS-7, or PS-8 duty assignment. A PS-7 employee could bid on a reposted Level 6 or 7 duty assignment and a PS-6 employee could bid on a reposted Level 6 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

88. 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

89. 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

90. 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

91. 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, 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

92. 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

93. 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

94. How do you decide if two (2) 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 (2) 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 (1) of the duty assignments is to be reposted, it must be the assignment of the junior employee.

Section 3.A.4.f

95. If a duty assignment is to be abolished and there is more than one (1) 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 94 for what constitutes an identical duty assignment.

Section 3.A.6

96. 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.a

97. 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 3.A.7.b

98. 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 3.A.7.b

99. 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

100. 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

101. 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 regular and part-time flexible clerks are eligible to apply.

Section 3.A.7.b

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

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

Section 3.A.7.d

103. 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

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

Response: No.

Section 3.A.7.d

105. 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

106. Can a full-time employee encumbered in a best qualified duty assignment PS-7 volunteer to be reassigned in lieu of a full-time employee encumbered in a senior qualified duty assignment PS-7?

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

107. Can a full-time employee encumbered in a senior qualified duty assignment PS-7 volunteer to be reassigned in lieu of a full-time employee encumbered in a best qualified duty assignment PS-7?

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

108. 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

109. Can an employee apply for a best qualified duty assignment while detailed to a nonbargaining unit position?

Response: No.

Section 3.A.8

110. If a duty assignment becomes vacant as a result of an employee being detailed to a nonbargaining unit position in excess of *90 days*, 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

111. Can an employee be detailed to a nonbargaining unit position for less than eight (8) hours in a service day?

Response: Yes.

Section 3.A.8

112. 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 nonbargaining 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 (day five (5) of week two (2) of the pay period) in order to bid, after one-half (½) day as a 204(b), would still need to remain in the craft for a minimum of one (1) continuous pay period prior to the date of posting the award notice of senior or successful bidders or applicants in order to be eligible to bid.

Section 3.A.8

113. 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 PTF preferencing.

Section 3.A.8

114. How long must a clerk employee return to the bargaining-unit from their 204(b) assignment in order to prevent reposting of their duty assignment?

Response: An employee detailed to a nonbargaining unit position must return to the craft for a minimum of one (1) continuous pay period to prevent reposting of their duty assignment.

Section 3.A.8

115. Must the one (1) continuous pay period be an actual pay period or is it merely 14 consecutive days?

Response: It must be one (1) actual continuous pay period. For example, an employee returning to the craft on day 2 of pay period 12 would need to continue working in the craft continuously through day 14 of pay period 13, in order to meet the requirement.

Section 3.A.8

116. Does a partial day assignment to a nonbargaining unit position count toward the 90-day period described in Article 37.3.A.8?

Response: Yes. If an employee works any part of a work day as a 204(b), the 90-day tally is not interrupted.

Section 3.A.8

117. If during any 90-day period, an employee detailed to a nonbargaining unit position returns to the bargaining unit for a minimum of one (1) continuous pay period, may the employee's bargaining unit duty assignment be declared vacant?

Response: No.

Section 3.A.8

118. If a regular clerk was on detail to a nonbargaining unit position for eleven (11) 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 90 days, seniority is not affected by a detail. The application of Article 37.3.A.8 does not impact an employee's seniority. However, after June 1, 2012, the usage of Clerk Craft employees in 204(b) details should be limited to covering vacancies or absences of 14 days or more and normally should not exceed 90 days. [See also, Q&A #**128**]

Section 3.A.8

119. If an employee is detailed to a nonbargaining 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 204(b) for two (2) hours every day, a separate PS Form 1723 should be completed each day. However, after June 1, 2012, 204(b) details will not be utilized except to cover vacancies or absences of 14 days or more.

Section 3.A.8

120. Should PS Form 1723 be provided to the Union in advance of the assignment?

Response: Yes.

Section 3.A.8 and Clerk Craft Jobs MOU

121. No later than June 1, 2012, 204(b) usage in the Clerk Craft is restricted to "the absence or vacancy of a supervisor for 14 days or more." Is this intended to be 14 calendar days or 14 work days and must they be consecutive days?

Response: It is intended to be a period of 14 or more consecutive calendar days (two (2) weeks or more).

122. May employees from other bargaining unit crafts (mail handlers, carriers, etc.) be utilized as a 204 (b) in the Clerk Craft to cover supervisor vacancies of less than 14 days?

Response: No.

123. May a Clerk Craft employee be utilized as a 204(b) to supervise employees in other bargaining unit crafts?

Response: Yes, but when doing so, these 204(b) assignments would be subject to the same restriction regarding the supervisor absence or vacancy as within the Clerk Craft.

Section 3.A.8 and Clerk Craft Jobs MOU

124. Must the same 204(b) be utilized for the entire two-week period?

Response: No. The 14-day period refers to the absence or vacancy of the supervisor.

Section 3.A.8 and Clerk Craft Jobs MOU

125. Beginning June 1, 2012, 204(b)s may only be utilized during the absence or vacancy of a supervisor for 14 days or more and this use is limited to no more than 90 days.

Could a different 204(b) be utilized for a second 90-day period once the first 204(b) (or several 204(b)s) completed the initial 90-day assignment?

Response: No. The vacancy or absence is normally limited to one (1) 90-day period. Exceptions would only be appropriate in very limited situations (e.g., supervisor on four (4) months maternity leave; supervisor on six (6) months military leave; or similar situations).

125.(a) Is the duration provision in Section 2 (D) of the Clerk Craft Jobs MOU which states, "The usage of a 204(b) in this exception is normally limited to no more than 90 days" applicable to an OIC assignment?

Response: Yes. The duration provision is applicable to an OIC assignment except when the assignment is to an installation that employs bargaining unit employees not represented by the APWU and the postmaster position is the only supervisory position.

125(b) Are the terms regarding 204(b) usage under Section 2 (D) of the Clerk Craft Jobs MOU applicable to Bulk Mail Entry Units?

Response: The terms are applicable in an assignment of supervisor duties in a post office, which contains a Function 4 operation and a Bulk Mail Entry Unit.

The referenced terms are not applicable to a 204(b) assignment in a BMEU in a stand-alone location.

Section 3.A.9

126. 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 duty assignment is performing Special Postal Clerk PS-07 duties, the "position" is not upgraded.

Rather, the Mail Processing Clerk PS-06 duty assignment should be abolished and a Special Postal Clerk PS-07 duty assignment should be posted for bid.

Section 3.A.10

127. Is a Flat Sorting Machine Operator PS-6 eligible to bid on Data Conversion Operator PS-5 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

128. 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 to a higher-level PS-6, PS-7 or PS-8, and impacted due to technological and mechanization changes prior to serving two (2) 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

129. If a regular employee PS-6 is the successful bidder for a Clerk Typist PS-5 duty assignment and subsequently is the successful bidder on a General Expediter PS-7 duty assignment, is the employee required to serve two (2) 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

130. When an employee bids from a lower-level duty assignment, PS-5, to a higher-level duty assignment, PS-6, PS-7 or PS-8, 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 (3) years in the new level.

Section 3.A.10.e

131. If a *full-time* regular employee PS-6 is the successful bidder for a Clerk Typist PS-5 duty assignment and subsequently is the successful bidder on a General Expediter PS-7 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

132. If a regular employee PS-5 who did not previously occupy a higher-level duty assignment, is the successful bidder for a Parcel Post Sorting Machine PS-6 duty assignment, then after three (3) months bids back to a Level 5 duty assignment, can that employee bid for a General Expediter PS-7 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

133. 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

134. 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

135. 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

136. 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.A.11

137. What level is the new Delivery/Sales Services and Distribution Associate position?

Response: The Delivery/Sales Services and Distribution Associate position has been established as a PS-6 position and is filled as a senior qualified position.

Section 3.A.11 and Clerk Craft Jobs MOU

138. How will Lead Clerks be selected?

Response: Lead Clerk positions will be posted as senior qualified duty assignments. Clerk Craft employees are eligible to bid on these assignments – except those existing positions that were grandfathered into Lead Clerk duty assignments.

Section 3.A.11 and Clerk Craft Jobs MOU

139. Will LSSAs be grandfathered into Lead Clerk duty assignments?

Response: Employees currently occupying LSSA duty assignments will be administratively converted into Lead Clerk duty assignments without reposting unless there are more LSSAs than the number of Lead Clerks provided for in the MOU.

Section 3.A.11 and Clerk Craft Jobs MOU

140. What if there are currently more LSSAs than the number of Lead Clerk provided for in the MOU?

Response: The minimum number of Lead Clerks, to be assigned by seniority, is determined in Section 2.C of the Clerk Craft Jobs MOU. The Employer may create additional Lead Clerk duty assignments based on operational need.

Section 3.A.11 and Clerk Craft Jobs MOU

141. The Employer will fill Lead Clerk duty assignments in any facilities where clerks work without "direct supervision." What is meant by "direct supervision"?

Response: "Direct supervision" means the actual physical presence of a supervisor.

142. **Can Lead Clerks assigned to TACS duties enter supervisor-approved leave into TACS?**

Response: Yes.

143. **May TACS duties be included, per Article 37.3.E, when a Lead Clerk duty assignment is posted for bid?**

Response: Yes.

Section 3.B

144. 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

145. Will a part-time flexible clerk who was excessed from a 200-workyear installation to a different craft and/or installation prior to December 1, 2007 or from a smaller Function 1 office or post office, Level 21 and above, prior to May 23, 2011, 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 workyear installations, Function 1 offices or post offices, Level 21 and above, will have the opportunity to retreat to full-time duty residual vacancies, exercising the seniority they held in the Clerk Craft before excessing augmented by the time spent in the different craft/installation.

Section 3.B

146. 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 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

147. 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

148. Are employees in NTFT and traditional duty assignments considered all one (1) category for excessing and retreat rights purposes?

Response: Yes.

Section 3.B.1

149. May an excessed FTR clerk (who was full-time at the signing of the 2010 CBA) decline to retreat to a NTFT duty assignment of less than 40 hours or more than 44 hours/week without losing her retreat rights?

Response: Yes. Excessed clerks with retreat rights, whether to the section (Article 12.5.C.4) or to the installation and/or craft (12.5.C.5) may decline their right to retreat to any NTFT duty assignment without relinquishing their right to retreat to any posted traditional FTR duty assignment.

Section 3.B.2

150. 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

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

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

Section 3.B.2

152. 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 and status who are currently qualified for the reposted assignments.

Section 3.B.2

153. 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

154. 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

155. 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

156. 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

157. 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.

Postings shall identify each of the items in Article 37.3.E and provide the specific and corresponding information for that item relevant to the posted duty assignment. In the case of qualification standards, the Postal Service must state any tests or training that is required for the position on the posting, but instead of placing all of the information in the qualification standards directly into the posting shall instead provide the specific qualification standard number and also the occupation code on the posting for employees to reference. For positions that have no national qualification standards and/or where there are special requirements, such information must be included in the body of the postings.

This information will be provided if the posting is generated manually through HRSSC or any other method of posting.

The relevant qualification standard and standard position description will be made available online and adjacent to the posting at the bidding employee's facility for the employees to reference and review.

Section 3.E

158. 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

159. Are full-time Mail Processing Clerks PS-06 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 (1) 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

160. 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

161. 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

162. 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**.**

163. **Prior to junior employees being assigned outside their principal assignment area, what must occur?**

Response: Any employee not holding a duty assignment, within the principal assignment area will be moved prior to moving any employee who holds a duty assignment in the principal assignment area.

Section 3.E

164. Can a duty assignment have more than one (1) principal assignment area?

Response: No.

Section 3.E

165. 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 (1) principal assignment area.

Section 3.E

166. 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

167. 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

168. 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

169. 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

170. 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

171. 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.E and Non-Traditional Full-Time (NTFT) Duty Assignments MOU

172. Will NTFT duty assignments have different hours in the first week of a pay period than in the second?

Response: No. However, NTFT Flexible Clerk Craft duty assignments may be changed from week to week without out-of-schedule obligations, subject to a Wednesday of the prior week notification. These duty assignments may be created and utilized in retail (Function 4) operations to cover vacancies and absences, and are limited to 10% of the full-time assignments.

Section 3.E and Non-Traditional Full-Time (NTFT) Duty Assignments MOU

173. Disputes or concerns regarding initial NTFT staffing and assignments are to be pursued through ADRP and not through the normal grievance procedure. Is this alternative intended for the start-up of the NTFT assignment procedures or will any disputes regarding NTFT jobs be forever banned from the grievance procedure?

Response: The intent of the ADRP process was to facilitate the start-up of the NTFT assignment procedures. Once the initial NTFT staffing process is completed the specified ADRP process will be phased out and these issues will be resolved in the Article 15 grievance procedure.

Section 3.F

174. If an employee has reached Maximum Medical Improvement (MMI) due to an injury or illness, can the employee bid and/or apply for posted duty assignments?

Response: Yes. Neither a light/limited duty nor disabled status can cause a clerk to be ineligible for bidding or application purposes.

Section 3.F

175. What requirements must be met for a qualified disabled employee to become a successful bidder or applicant?

Response: If the senior bidder or best qualified applicant, and otherwise qualified, a qualified disabled employee will be named the successful bidder or applicant 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

176. 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 or submit applications?

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 or application was submitted.

Section 3.F

177. 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 or application?

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

178. 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 or applicant and awarded the duty assignment, fails to provide such medical certification requested?

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

Section 3.F

179. 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 or applicant 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 or application. Under these circumstances the employee is not eligible to re-bid or re-apply on the posting of that duty assignment.

Section 3.F

180. 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 or applicant 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

181. 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 or applied for duty assignment within the second six (6) month period after the bid.

Section 3.F

182. 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 or application. Under these circumstances the employee is not eligible to re-bid or re-apply on the posting of that duty assignment.

Section 3.F

183. 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 or applied-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 or application. Under these circumstances the employee is not eligible to re-bid or re-apply on the posting of that duty assignment.

Section 3.F

184. May an employee on temporary light or limited duty or on medical leave as a result of illness, injury, or pregnancy, bid or apply 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. The employee's bid or application will not be accepted.

Section 3.F

185. 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

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

Response: Yes. They may bid or apply for such assignment pursuant to the procedures outlined in the 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

187. 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

188. 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

189. Once management has made the decision to post a duty assignment, can it be left vacant in post offices, Level 20 and below if, after the assignment of unencumbered employees, it becomes a residual vacancy?

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

Section 3.F.1.a

190. 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

191. 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

192. 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

193. After exhausting the five (5) 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

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

Response: Yes, but it does not count as one (1) of the five (5) successful bids under Article 12, Section 3, or as one (1) of the five (5) senior unsuccessful bids under Article 37.

Section 3.F.2

195. 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.C.4 and 3.F.7

196. 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

197. 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

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

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

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

199. May full-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

200. 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

201. 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

202. 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

203. 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

204. 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

205. 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

206. 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

207. 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.a

208. How is off-the-clock scheme training accomplished?

Response: As provided in the M-5 Handbook, Schemes, Construction, Assignment, Training and Proficiency, at Part 412.1: "the senior bidder for a…duty assignment which requires scheme knowledge as a prerequisite to permanent filling of the assignment…will be provided the following alternatives for acquiring the requisite scheme knowledge:

a. Assuming the senior bidder has a sufficient annual leave balance, such employee will be permitted to take annual leave for scheme training and testing. The training and testing time will be recorded on Form 2432.

   Where the senior bidder passes the appropriate examination and accepts the position, the annual leave will be converted to hours worked, and the employee's leave balance will be re-credited a like number of hours.

b. The senior bidder may elect to enter into scheme training and testing outside such employee's regularly scheduled hours. The employee will not be paid for such training and testing. The training and testing time will be recorded on Form 2432. Where the senior bidder passes the appropriate examination and accepted the position, the employee will be compensated at the appropriate overtime rate.

c. In the event that the senior bidder selects the alternative set forth in (a) above, and during the training period exhausts his or her annual leave balance, such employee would be permitted, only in those circumstances, to complete the training pursuant to (b) above.

Section 3.F.3.a and NTFT MOU

209. When the duty assignments of junior employees within the section are reposted for in-section bidding because a senior employee's traditional FTR duty assignment was reposted as a NTFT duty assignment, how is any necessary training that results accomplished?

Response: The senior bidder may train before or after tour, for which they will receive compensation at the appropriate overtime rate upon qualification or, at the employee's option, may alternatively use annual leave for purposes of training with the annual leave being recredited upon qualification.

Section 3.F.3

210. If a clerk occupying a NTFT duty assignment enters into a deferment period on scheme training as the result of being identified as the senior bidder on a duty assignment requiring scheme qualification and elects off-the-clock training, how will that employee be compensated upon qualification?

Response: The appropriate rate for compensation will depend upon the number of hours the employee was scheduled to work on that day. For example: a) for an employee scheduled to work six (6) hours on a particular day, the first two (2) hours of training (either before or after tour) would be compensated as straight time plus out-of-schedule premium; b) for an employee scheduled to work eight (8) hours on a particular day, the first two (2) hours of training (either before or after tour) would be compensated as overtime; and c) for an employee scheduled to work ten (10) or more hours on a particular day, the first two (2) hours of training (either before or after tour) would be compensated as penalty overtime (excluding December).

Section 3.F.3.b

211. 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

212. 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

213. 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

214. 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

215. 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 37.3.

Section 3.F.5

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

Response: No. Prior to the designation of a senior or senior qualified bidder, a minimum of five (5) 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

217. 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

218. 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 (1) 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

219. 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, pages **410-411, 2021-2024** 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

220. 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

221. 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

222. 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

223. 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

224. 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

225. When does the 180-day bidding restriction begin when an employee fails training?

Response: The day the employee took the test.

Section 3.F.7.c

226. **When will employees who bid to duty assignments that require window training begin the training?**

Response: Normally, the employee will begin the required training within ten (10) days after the posting of the senior bidder, excluding December. An employee who has scheduled leave of a week or longer (four (4) days during a holiday week) within the first twenty-eight (28) days, may at his/her option, begin training upon return from the scheduled leave.

Section 3.F.8

227. 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

228. 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 exceptions are when the employee successfully bids during in-section bidding or exercises retreat rights to a section.

These actions are controlled by Article 12 and not Article 37. Such employees would still have the option of withdrawing from any previous bids on which they no longer wished to remain "live."

Section 3.F.8.c

229. If sectional excessing occurs while a clerk is pending qualification on a previous bid, is the clerk who successfully bids in-section pursuant to Article 12.5.C.4.c considered to have voluntarily relinquished the previous bid?

Response: No. The successful in-section bid would not impact the clerk's previous bid 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.8.c

230. If a clerk exercises their retreat rights to a section while that clerk is pending qualification on a previous bid, is the clerk who retreats, pursuant to Article 12.5.C.4.c, to the section from which they were previously excessed considered to have voluntarily relinquished the previous bid?

Response: No. The exercise of retreat rights would not impact the clerk's previous bid as such exercise of retreat rights is controlled by Article 12, not Article 37.

Section 3.F.8.c

231. If sectional excessing occurs while a clerk remains a live bidder on one (1) or more previous bids, is the clerk who successfully bids in-section pursuant to Article 12.5.C.4.c required to notify management in writing (submit a "live letter") within ten (10) days of his or her election to remain a bidder on one (1) or more of those previous bids?

Response: No. The successful in-section bid would not impact the clerk's status as a "live bidder" on those previous bids, 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.8.c

232. If a clerk exercises their retreat rights to a section while that clerk remains a live bidder on one (1) or more previous bids, is the clerk who retreats, pursuant to Article 12.5.C.4.c, to the section from which they were previously excessed required to notify management in writing (submit a "live letter") within ten (10) days of his or her election to remain a bidder on one (1) or more of those previous bids?

Response: No. The exercise of retreat rights would not impact the clerk's status as a "live bidder" on those previous bids, as such exercise of retreat rights is controlled by Article 12, not Article 37.

Section 3.F.9 and Relief and Pool MOU

233. Can Relief and Pool Clerk Craft duty assignments be posted with a principal assignment area in more than one (1) station, branch, finance unit, etc.?

Response: No. Relief and Pool Clerk Craft duty assignments can be posted with only one (1) principal assignment area where they are domiciled. Relief and Pool Clerks may properly be assigned as needed to relief and pool assignments in other locations (e.g., stations, branches or other installations) identified in their duty assignment.

Section 3.F.9 and Relief and Pool MOU

234. Can Relief and Pool Clerks be assigned in accordance with the Relief and Pool MOU from their domiciled location to any station, branch, finance unit, etc. within an installation or to other installations?

Response: Proper relief and pool assignments under the MOU will be to locations specifically listed on the duty assignment.

Section 3.F.9 and Relief and Pool MOU

235. Can the USPS list all stations, branches, finance units, etc. on the duty assignment as potential relief and pool locations?

Response: The degree of specificity included may vary with the size of the coverage area in that in some areas with a large relief pool a particular relief assignment should be limited to a relatively small area of coverage, whereas in other offices the nature of the assignment may have to be broader.

Section 3.F.9 and Relief and Pool MOU

236. Can Relief and Pool Clerks be assigned, within the Relief and Pool MOU exception, to cover the scheduled days off of another employee?

Response: No. The exceptions to out-of-schedule pay contained in the Relief and Pool MOU apply only when covering "absences and vacancies of employees holding regular bid assignments and other situations when the assignment is uncovered." Relief and Pool Clerks are not normally utilized to cover scheduled days off. The exception would be in the domiciled facility and other stations or branches, if included in the employee's posted work hours and duty assignment.

Section 3.F.9 and Relief and Pool MOU

237. Can Relief and Pool Clerk duties be added to (or deleted from) an existing SSA, SSDA, or LSSA duty assignment without reposting the job?

Response: No. The addition or deletion of Relief and Pool Clerk duties to or from a duty assignment constitutes a change necessitating a reposting of the duty assignment.

Section 3.F.9 and Relief and Pool MOU

238. If a Relief and Pool Clerk is assigned to cover an absence of five (5) days or longer for an employee holding a full-time regular duty assignment, do they receive additional wage compensation when covering such assignment?

Response: No. Relief and Pool assignments consisting of five (5) days or more do not require payment of additional wage compensation provided the Relief and Pool Clerk receives written notice of the assignment by Wednesday of the preceding week.

Section 3.F.9 and Relief and Pool MOU

239. Can a five (5) day relief and pool assignment be made to cover the absences of two (2) or more clerks?

Response: No. This would apply even though the absences covered exceed five (5) days when combined.

Section 3.F.9 and Relief and Pool MOU

240. Is the USPS required to notify Relief and Pool Clerks of relief and pool assignments in advance?

Response: Yes. The Relief and Pool MOU requires that management notify the employee by Wednesday of the preceding service week that he/she is to cover an assignment having a schedule different from the relief and pool employee's regular schedule for a period of one (1) week (five (5) working days) or longer.

Section 3.F.9 and Relief and Pool MOU

241. Do Relief and Pool Clerks receive additional compensation when performing appropriate relief and pool assignments?

Response: For assignments of five (5) days or more, Relief and Pool Clerks do not receive additional compensation if they receive notice of the assignment by Wednesday of the preceding week. If they are not notified in writing by Wednesday of the preceding week, or if the assignment is for less than five (5) days, the Relief and Pool Clerks are entitled to work their regular schedule and any additional hours are compensated at the applicable rate in accordance with ELM 434.6.

Section 3.F.9 and Relief and Pool MOU

242. Can the USPS make a relief and pool assignment without the Wednesday prior notification?

Response: Yes. The USPS may make relief and pool assignments as the need arises to cover an absence of an employee holding a FTR duty assignment. However, the Relief and Pool Clerk must be compensated at the applicable rate in accordance with ELM 434.6.

Section 3.F.9 and Relief and Pool MOU

243. Can the schedule of a Relief and Pool Clerk be temporarily changed because of service needs during a particular week even though they are not being assigned to an appropriate assignment provided for in the Relief and Pool MOU?

Response: Yes. However, because such assignments would not fall within the Relief and Pool exception, the out-of-schedule or overtime and guarantee provisions of ELM 434.6 would apply.

Section 3.F.9 and Relief and Pool MOU

244. Can Relief and Pool Clerks perform overtime assignments in the office/section in which they are temporarily assigned while covering an absence?

Response: Yes. However, in accordance with the JCIM, Relief and Pool Clerks are only permitted to sign the OTDL in the section where they are domiciled. Unless provided otherwise in the applicable LMOU, when Relief and Pool Clerks are assigned to locations other than where domiciled, they may be offered overtime only after all qualified and available clerks on the OTDL in that section/location have been maximized.

Section 3.F.9 and Relief and Pool MOU

245. How are Relief and Pool Clerks granted incidental leave in the section/location in which they are temporarily assigned?

Response: The supervisor 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 supervisor.

Section 3.F.9 and Relief and Pool MOU

246. Are Relief and Pool Clerks scheduled for holidays in the section/location in which they are temporarily assigned?

Response: No. Unless provided otherwise in the applicable LMOU, they are scheduled in their domiciled section or facility.

Section 3.F.9 and Relief and Pool MOU

247. Can Relief and Pool Clerks be utilized to cover for absences in mail processing plant operations (Function 1 operations)?

Response: No.

Section 3.F.9 and Relief and Pool MOU

248. Can the USPS post all jobs as Relief and Pool Clerks?

Response: No. The number of Relief and Pool duty assignments should be limited to a number sufficient to cover anticipated absences and vacancies, and other situations where an assignment is uncovered, within the installation.

Section 3.F.9 and Relief and Pool MOU

249. NTFT full-time flexible assignments in the Clerk Craft may be utilized to cover Function 4 vacancies and absences. Is there any difference between these assignments and Relief and Pool Assignments?

Response: Yes. Relief and Pool Clerk schedules may be changed with Wednesday notice to cover vacancies and absences within specified stations, branches or other installations identified in their bid relief and pool assignment.

NTFT Flex schedules may be changed with Wednesday notice for operational needs without requiring coverage of a specific assignment.

Employees in NTFT Flex assignments are not normally available to be utilized in other installations.

Section 3.F.9 and Relief and Pool MOU

250. Where will the Relief and Pool Clerk whose bid duty assignment identifies additional installations for which he/she has relief responsibilities be domiciled?

Response: The Relief and Pool Clerk will be domiciled in their home installation as designated on their PS Form 50.

Section 3.F.9 and Relief and Pool MOU

251. Can Bulk Mail Clerk or Bulk Mail Technician duty assignments within a BMEU (Function 7) be posted as Relief and Pool Assignments?

Response: No. However, an SSA or SSDA who occupies a Relief and Pool assignment could be utilized to relieve a BMC or BMT within their Function 4 office, so long as they possess the necessary skills and/or training and that type of relief assignment is identified on their bid duty assignment.

Section 3.F.9 and Relief and Pool MOU

252. What types of absences or vacancies can Relief and Pool Clerks cover in other installations?

Response: When the installation to be relieved has been properly identified in their bid duty assignment, Relief and Pool Clerks may be utilized to cover full-time absences and vacancies (including those of the postmaster or supervisor in that office) in other post offices, Level 20 and below.

When such Relief and Pool assignments are posted, notice will be given to the president(s) of the APWU Local(s) representing the installation(s) for which relief will be provided, if more than one (1) Local is involved.

Section 3.F.9 and Relief and Pool MOU

253. Can traditional Relief and Pool Clerks be utilized to relieve absences or vacancies on NTFT assignments?

Response: Yes. However, the Relief and Pool Clerk will have the option of assuming the NTFT schedule for the week or assuming the core hours and off days of the single vacant duty assignment or absence being relieved, while still remaining subject to their own daily and weekly work hour guarantees.

Section 3.F.9 and Relief and Pool MOU

254. Can Relief and Pool Clerks be posted as NTFT assignments? If so, what types of vacancies or absences can they be utilized to cover?

Response: Yes. However, if the vacancy or absence being relieved is a traditional duty assignment or is another NTFT duty assignment with different daily or weekly guarantees than that of the NTFT Relief and Pool Clerk, the Relief and Pool Clerk will have the option of assuming the schedule of the duty assignment for which the relief is being provided or of assuming the core hours and off days of the single vacant duty assignment or absence being relieved, while still remaining subject to their own daily and weekly work hour guarantees.

Section 3.F.9 and Relief and Pool MOU

255. While a Relief and Pool Clerk is working in a different installation, what determines the location of the 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.

SECTION 4 – UNENCUMBERED EMPLOYEES

Section 4.A

256. What is an *unencumbered* employee?

Response: The term unencumbered is synonymous with unassigned regular. Unencumbered or unassigned regular employees are subject to assignment to residual duty assignments.

Section 4.A

257. Are the Clerk Craft NTFT full-time flexible assignments a duty assignment which must be posted for bid or a category of unencumbered employees?

Response: These are bid duty assignments and employees who successfully bid for, or are involuntarily assigned to, these assignments are encumbered, and not unencumbered, employees.

Section 4.A

258. Clerk Craft NTFT full-time flexible assignments are "subject to negotiated rules." Can these rules be negotiated locally?

Response: These rules, including the daily and weekly guarantees as well as the provision that schedules may be changed from week-to-week, with proper notice by Wednesday of the preceding week without out-of-schedule obligation, are negotiated at the National Level.

Section 4.A

259. With the full-time flexible (FTF) automatic conversion language is it the intent of the parties to change any of the existing contractual provisions regarding FTF employees?

Response: No. full-time flexible (FTF) employees are considered unencumbered and assigned schedules and duty assignments in accordance with Article 37.4.

Section 4.A & NTFT MOU

260. Can the schedule of an employee in a full-time flexible NTFT duty assignment be changed?

Response: Yes. An employee occupying a full-time flexible duty assignment 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. The employee's weekly and daily work hour guarantees will remain unchanged.

Section 4.B

261. 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

262. 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

263. 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

264. If an employee becomes unencumbered due to the abolishment or reposting of the employee's NTFT duty assignment, can the number of hours guaranteed on his/her Form 50 be changed?

Response: The number of hours (weekly and daily) and schedule remains the same until the employee successfully bids on a duty assignment, is assigned to a residual vacancy, or is reassigned to a traditional (5x8 hour days) unassigned regular schedule, either during the first 28 days, or after 180 days, thereafter. A new Form 50 will then reflect any change.

Section 4.C

265. 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) 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; and part-time flexible (PTF) preferencing, pursuant to Article 37.5.4.

266. 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

267. 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

268. May employees at the time of the effective date of the Agreement**, February 28, 2022** who are current unassigned regulars or full-time flexibles be assigned to NTFT duty assignments of less than 40 or more than 44 hours?

Response: No. Any Clerk Craft employee who is in a full-time status at the effective date of the Agreement **(February 28, 2022)** is protected against involuntary assignment to NTFT duty assignments of less than 40 or more than 44 hours.

Section 4.C

269. In 2009 a clerk elected to revert to a PTF assignment (in which they currently remain) in lieu of involuntary excessing from the craft and/or installation. Is that clerk protected from involuntary assignment to a NTFT assignment of less than 40 hours or more than 44 hours/week?

Response: No. All current PTFs may be assigned to any residual NTFT duty assignment.

Section 4.C.1

270. Does the last sentence in 37.4.C.1 apply to non-preference eligible and preference eligible clerks?

Response: Yes.

Section 4.C.5

271. 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)

272. 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)

273. 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 days" requirement was eliminated in the 2006-2010 Agreement.

Section 4.C.5.a (1)

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

Response: When unencumbered employees are currently qualified on two (2) 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 (2) unencumbered employees are qualified on the MPFSM and there is one (1) residual vacancy, the vacancy would be offered to the senior of the two (2) 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 (2) residual vacancies, the senior of the two (2) 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)

275. 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

276. 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)

277. 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 (1) residual vacancy, unencumbered employees must be canvassed and given an option based on seniority. For example, if there are five (5) residual vacancies remaining after assigning the qualified and partially qualified employees, the five (5) 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 (1) 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

278. 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 and 4.C.6

279. Is an unencumbered employee who is detailed to a nonbargaining 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

280. 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.

Unassigned regular employees maintain their unencumbered status until qualified and placed into the new assignment.

Section 4.C.5 and 4.C.6

281. 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

282. 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

283. 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

284. 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

285. 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

286. 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 and Non-Traditional Full-Time (NTFT) Duty Assignments MOU

287. May employees who were in a FT status at the effective date of the Agreement, **(February 28, 2022),** but have subsequently bid to a NTFT duty assignment of less than 40 hours or more than 44 hours per week, and thereafter become unassigned, be involuntarily reassigned to a NTFT assignment of less than a 40-hour work week?

Response: No.

Section 4.C.6

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

Response: The preference eligible employee will not be reassigned to a vacancy in a lower wage level. The junior non-preference eligible employee 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 employee will be assigned to the resulting vacancy.

However, if the next junior unencumbered non-preference eligible clerk is junior to the junior non-preference eligible clerk 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 and 4.C.6.b

289. 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 and 4.C.6.b

290. If an employee in a saved grade status is designated the senior bidder on a duty assignment for which they are required to bid and then withdraws from or fails to report to training, does the employee lose saved grade?

Response: Yes.

Section 4.C.6.b

291. Can you explain the use of saved grade provisions contained in 37.4.C.6.b?

Response: This saved grade provides a clerk with two (2) 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

292. If I have saved grade and bid to a job in my former level, will I keep the saved grade for two (2) 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

293. 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

294. In reviewing 37.4.C.6.b, it is noted that after two (2) 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

295. 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

296. If there are three (3) former level duty assignments posted for bid and all the clerks with saved grade bid or apply for only one (1) 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

297. If there are multiple former level duty assignments in the posting and only one (1) 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

298. What if there were five (5) posted applicable level duty assignments and three (3) of the ten (10) clerks in the saved grade pool bid for all five (5) vacancies?

Response: The two (2) 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

299. What if there were five (5) posted applicable level duty assignments and only one (1) of the ten (10) clerks in the saved grade pool bid for all five (5) vacancies?

Response: The four (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

300. 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

301. 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 (1) 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

302. Who is considered to be a "preference eligible employee"?

Response: Preference eligible employees are those employees who have acquired status as a veterans' preference eligible employee in accordance with the law. [see ELM 354.215]

Section 4.C.6.b

303. 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

304. 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 (2) years?

Response: Yes. After the employee has been in the saved grade for two (2) 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

305. 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 (2) 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

306. 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.6.b

307. Is a saved-grade Level 7 Clerk Craft employee (who was full-time at the effective date of the Agreement **(February 28, 2022),** required to bid on a level 7 NTFT duty assignment of less than 40 hours or more than 44 hours/week in order to maintain their saved grade?

Response: No.

Section 4.C.7

308. 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

309. 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

310. 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

311. 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 regular duty assignments in the installation not be less than the number of full-time regular clerks, as applicable.

Section 4.D

312. Does the language in 37.4.D apply to all installations and include all unencumbered clerks (unassigned regulars)?

Response: Yes.

SECTION 5 – CONVERSION / PART-TIME FLEXIBLE PREFERENCE

Section 5.A

313. Is there a standard procedure for part-time flexible preferencing?

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

Section 5.A.2

314. 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

315. 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 workyears or more are to full-time flexible.

Section 5.A.5

316. 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

317. 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 ten (10) calendar days.

Section 5.A.7

318. 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 Markup 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

319. When a Markup 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

320. 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

321. 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

322. 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

323. What principles regarding part-time flexible employees exercising a preference on residual duty assignments were resolved by pre-arbitration 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

324. What is meant by *machine assignment*?

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

Section 5.B.4

325. 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

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

Response: The top five (5) part-time flexible employees on the part-time flexible roll who are currently qualified are converted and placed into the five (5) assignments.

Section 5.C.2

327. 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

328. If the senior part-time flexible clerk is currently qualified on more than one (1) 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.

Parcel Sorting Machines

329. Is the application of the rotation systems for Parcel Post Sorting Machines a proper subject for Labor-Management Committee meetings?

Response: Yes.

330. 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.

331. 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 cannot be used for work standards and/or discipline.

SECTION 8 – COMPUTERIZED FORWARDING SYSTEM

332. 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 9 – LISTING OF KEY AND STANDARD POSITIONS

333. 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. Next Senior Bidder	Yes	Yes	Yes	Yes
4. Currently Qualified Bidder	No	No	No	No

* Except if going to previous "live bidder" assignment.

1. Classification of the bid?

2. Is the bid counted as a senior/unsuccessful bid?

3. Is the assignment awarded to the next senior bidder?

4. Is the duty assignment awarded to the senior currently qualified bidder?

A. Action taken (cancellation) before the close of posting.

B. Action taken (withdrawal) after the close of posting but prior to beginning of training.

C. Action taken (withdrawal) before completing the first four (4) hours, within the first five (5) days of training.

D. Action taken (withdrawal) after completing the first four (4) hours, within the first five (5) days of training.

(Use legend numbers or letters for clarification)

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 (1) installation violate the National Agreement?

   Response: No. **However, part-time flexible clerks in accordance with the MOU, Re: *Assignment of PTF Hub Clerks* (page 408-409, CBA), shall notify their postmaster in writing their preference to work or not to work in offices in other installations. Additionally, in accordance with this same MOU, the pecking order for assignment will be:**

   a. PTFs who have not indicated a preference to only work within their installation;

   b. available and qualified postal support employees;

   c. PTFs that have preferenced not to work in offices in other installations.

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. **In addition, PTFs shall be scheduled in accordance with the pecking order as identified in the MOU, Re: *Assignment of PTF Hub Clerks*.**

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, **and the pecking order as identified in the MOU, Re: *Assignment of PTF Hub Clerks***. 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: Management must comply with Article 8.3 regarding PTF clerks' guarantee of a minimum of one (1) nonscheduled day each service week, except during the peak season exception period and will notify PTF employees of their assigned nonscheduled day by the Wednesday preceding the service week.

Additionally, 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. **All** part-time flexible clerks are assigned to a flexible schedule which is subject to change according to business needs**, with adherence to Article 8.3.**

5. May part-time flexible clerks working in more than one (1) 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 one (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: Part-time flexible employees are guaranteed at least four (4) hours work or pay on any day they are requested or scheduled to work.

9. 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.

10. 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 (1) 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 **four (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* two (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* two (2) hours, that employee (in any size office) must be given a minimum of **four (4)** hours work.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. How should compensable travel time be documented?

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

21. 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.

22. 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.

23. 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).

24. May a part-time flexible clerk working in more than one (1) installation have financial accountabilities which require **RSS and/or e**1412?

    Response: Yes.

25. May a part-time flexible clerk who is working in more than one (1) installation be assigned more than one (1) 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.*

26. 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.

27. Does the fact that a part-time flexible Clerk Craft employee is regularly required to work in installations other than their home office affect their eligibility for, and use of, Court Leave?

    Response: Yes. If the PTF regularly works in another installation, their work hours in that installation could impact the amount of court leave for which the employee would be entitled.

28. Can a PTF clerk be "loaned" under the rules of the Hub Clerk MOU into a post office, Level 21 and above?

    Response: No. Under the 2010 CBA, part-time flexible clerks may only work in post offices, Level 20 and below. However, there is an exception to this rule. Those PTFs who were previously loaned into Level 21 and above offices to supplement their hours pursuant to the Hub Clerk MOU, etc., may continue to be utilized in these same offices and PSEs should not be utilized to their detriment when they are available at the straight-time rate for the work hours they have been regularly assigned to in the past.

    (See MOU, Assignment of PTF Hub Clerks, pages **408-409**, CBA)

DBCS STAFFING (8/24/16)

1. Is the current Delivery Bar Code Sorter System (DBCS) normal staffing of two (2) clerks per machine a minimum requirement to address certain safety and ergonomic issues as identified by the APWU?

   Response: Pursuant to Article 14, Section 1 *"It is the responsibility of management to provide safe working conditions in all present and future installations and to develop a safe working force"* and in accordance with the Employee and Labor Relations Manual (ELM), Section 891, *Authority, "The Postal Service complies with applicable federal laws, regulations, and OSHA guidance materials regarding ergonomics."*

2. Does the 2012 JCIM, Article 37, page 76, *OCR – BCS – DBCS STAFFING* Questions and Answers, address the only exceptions to the normal staffing of two (2) Mail Processing Clerks on the DBCS at all times?

   Response: Yes. During the exception periods described in the 2012 JCIM Q&As, the second Mail Processing Clerk may perform allied duties as assigned in the OCR-BCS-DBCS area.

3. Does the 2016 language address minimum staffing?

   Response: Yes, and the 2016 language is not intended to impact those offices where there have been agreements and past practices involving more than two (2) clerks per machine (due to unique rotations or other local factors.)

OCR – BCS – DBCS STAFFING

Normal staffing for the OCR, BCS and/or DBCS will be two (2) Mail Processing Clerks to perform the loading, feeding and sweeping functions.

1. Does the settlement mean that there must always be two (2) 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 (1) 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 (2) Mail Processing Clerks at start up or close out.

3. Would it be a violation if there was only one (1) 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 (2) 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 (1) operator may be sufficient. One (1) operator may also be sufficient if the volume is such that one (1) 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 (2) operators per machine (due to unique rotations or other local factors.)

CUSTODIAL DUTIES IN SMALL POST OFFICES

The parties agree that when in small post offices there are two (2) hours or less of contracted out custodial duties in a day that cannot be combined with other maintenance duties to create a duty assignment, those duties will be assigned to an existing APWU bargaining unit duty assignment in the facility. (CBA page 382)

Questions and Answers

When the two (2) hours or less of custodial work cannot be combined with other maintenance duties to create a duty assignment:

CLERK CRAFT

1. How will the time be recorded when performing the custodial duties?

   Answer: It will be recorded under maintenance LDC 38 and the applicable operation number (747 or 748), and the custodial duties will be in addition to the clerk craft duties that are part of the bid duty assignment.

2. How much additional time will be allowed?

   Answer: The time allowed for custodial duties will be based on Line H of the MS-47.

3. Can a part-time flexible (PTF) or postal support employee (PSE) assigned to the facility perform the custodial cleaning duties?

   Answer: Yes, when the custodial duties can't be added to an existing duty assignment.

4. Will the employee performing custodial duties receive required OSHA training?

   Answer: They will receive required OSHA training based on the duties expected to be performed.

5. Will clerks be required to perform custodial duties between waiting on customers?

   Answer: No.

RESIDUAL VACANCIES - CLERK CRAFT
QUESTIONS AND ANSWERS

1. In offices of **more** than 100 workyears a ratio of one (1) transfer for every **four (4)** vacancies (1 in **4), and in offices of less than 100 workyears, a ratio of one (1) transfer for every six (6) vacancies (1 in 6),** applies for the duration of the **MOU.** What is the duration of the **one (1) in four (4) and one (1) in six (6) ratios for application of the MOU** *Re: Transfers*?

   Answer: The one (1) in four (4) and one (1) in six (6) ratios will be applied on a continuous basis until the parties mutually agree to terminate or modify it for successive periods.

2. When an eligible employee applies for a transfer from one Postal installation to another in regular eReassign are they bidding on a particular posted residual vacancy?

   Answer: No. An employee applying in regular eReassign is requesting a reassignment (transfer) from one installation (bid cluster) to another installation (bid cluster). The residual vacancies are posted per the language of the MOU *Re: Residual Vacancies - Clerk Craft*, Paragraph C.

   Employees should be assigned to vacancies based on the posting and the employee's availability at the time of the approved/accepted reassignment.

3. How often does an employee need to apply in eReassign?

   Answer: In regular eReassign an employee is applying for a transfer to another installation (bid cluster), not a specific duty assignment. This application is active for 12 months from date of submission or until reached for review. The employee can withdraw the application at any time in that 12-month period. When the employee is placed in review, a decision is made to accept or deny **the request for transfer**. If the employee's transfer request is accepted and he/she reports to the new installation (bid cluster), all active transfer requests for other installations are closed. If the transfer request is denied, the application to **the** installation (bid cluster) is closed. Applicants can extend their requests prior to the 12-month expiration in accordance with the instructions on the confirmation screen in eReassign.

4. What makes an employee eligible for reassignment?

   Answer: All career employees are eligible for reassignment if they have met the 12/18-month requirement in their current installation as defined in the MOU *Re: Transfers*. For transfers within the geographical area covered by a District, or to any adjacent District, an employee must have 18 months of career service in his/her present installation prior to requesting reassignment to another installation. For transfers outside the geographical area as described above, the employee must have 12 months of career service in his/her present installation prior to requesting reassignment to another installation. (Refer to MOU *Re: Transfers*, pages **348-351** of the **2021-2024** Collective Bargaining Agreement).

5. What happens if an employee applies prior to becoming eligible?

   Answer: Each USPS District eReassign Coordinator is required to monitor the applications in regular eReassign. If a career employee submits an application for transfer prior to meeting the 12/18-month eligibility requirement, the employee will be notified in writing of his/her eligibility date. If the employee is still interested in a transfer, he/she will need to submit another application once eligible. The ineligible application will be removed from the pending list of applicants.

6. Does the transfer opportunity ratio one (1) in four (4) or one (1) in six (6) include both full-time residual vacancies and part-time flexible (PTF) vacancies?

   Answer: Yes. The limit on the number of career reassignments (1 in 4 or 1 in 6) includes the combined opportunities of full-time residual vacancies and PTF vacancies.

7. How is the transfer opportunity ratio applied in offices of 100 or more workyears?

   Answer: For offices of 100 or more workyears, a ratio of one (1) transfer for every four (4) vacancies applies. At least three (3) of the posted full-time residuals and PTF vacancies will be filled by conversion of postal support employees (PSEs) based on their relative standing, maintain**ing** a ratio of one (1) transfer to three (3) conversions. Calculation**s** will be tracked to specific blocks of four (4). **For the first full-time opportunity in each block of four (4), if the relative standing date of the PSE within the installation (bid cluster) is older than the date of the request for a transfer to the installation, the PSE will be converted. The process will be continuous, in blocks of four (4).** When an employee is being considered for transfer, if the employee/employer rejects the offer/request, the **first** vacancy will be filled by **the review process as stated in the MOU *Re: Transfers***. **If an employee is being considered for transfer into one of the remaining vacancies in the block of four,** PSE conversion **will take place only** after exhausting all eligible employees pending in eReassign. To be eligible, the applicant must submit an application **for transfer** prior to the close of that month's posting. If the final result is a PSE conversion**,** the transfer opportunity in the specific block of four cannot be made-up at a later date.

8. How is the transfer opportunity ratio applied in offices of less than 100 workyears?

   Answer: For offices of less than 100 workyears, a ratio of one (1) transfer for every six (6) vacancies will be applied for the duration of the **MOU *Re: Residual Vacancies-Clerk Craft.*** At least five (5) of the career **(FTR & PTF)** vacancies will be filled by conversion of PSEs to career status based on their relative standing. Once a transfer is accepted the remaining vacancies of the one (1) in six (6) ratio will be filled by PSE conversion. Calculation**s** will be tracked to specific blocks of six (6). **For the first time full-time opportunity in each block of six (6), if the relative standing date of the PSE within the installation (bid cluster) is older than the date of the request for a transfer to the installation, the PSE will be converted. The process will be continuous, in blocks of six (6).** When an employee is being considered for transfer, if the employee/employer rejects the offer/request, the **first** vacancy will be filled by **the review process as stated in the MOU *Re: Transfers.* If an employee is being considered for transfer into one of**

the remaining vacancies in the block of six (6), PSE conversion **will take place only** after exhausting all eligible employees pending in eReassign.

To be eligible, the applicant must submit an application **for transfer** prior to the close of that month's posting **in eReassign.** If the final result is a PSE conversion**,** the transfer opportunity in the specific block of six cannot be made-up at a later date.

9. Where in the pecking order are retreat rights to PTF vacancies handled?

   Answer: Employees with Clerk Craft retreat rights would fill PTF vacancies in accordance with Article 12.5.C.5 or Article 12.5.C.5.b(6) prior to consideration of PSE conversions and transfers (MOU ***Re: Transfers*****-**Step B.1). Retreat rights do not count towards the ratios of 1 in 4, or 1 in 6.

10. Where in the pecking order are transfers to PTF vacancies considered?

    Answer: Transfer requests are considered in conjunction with PSE conversions per Item B.1 of the MOU *Re: Residual Vacancies - Clerk Craft.*

11. When there are two (2) required qualifications on a residual vacancy, when does the employee enter the second deferment period? For example, a PSE is scheduled for conversion to a Sales, Services/Distribution Associate (SSDA) with scheme qualification, the PSE enters window training first and is converted upon qualification on the window. When does the newly converted employee enter the scheme deferment period?

    Answer: The newly converted career clerk will enter scheme training within ten (10) days of conversion to career. The required scheme training will be conducted in accordance with Handbook M-5, *Schemes: Construction, Assignment, Training, and Proficiency.*

12. Which language is controlling for the term of the **2021-2024** National Agreement, the MOU *Re: Residual Vacancies - Clerk Craft* or Article 37.5.D?

    Answer: The MOU *Re: Residual Vacancies - Clerk Craft* is the controlling document for the term of the 20**21** National Agreement. The Article 37.5.D language was placed in the 2015-2018 National Agreement in anticipation of the MOU *Re: Residual Vacancies - Clerk Craft* expiring.

13. **Who will be canvassed in Paragraph 7 of the MOU *Re: Residual Vacancies-Clerk Craft*, to fill full-time vacancies?**

    Answer: Both Clerk Craft PTFs and PSEs will be canvassed within a 50-mile geographic radius. All Clerk Craft PTF applicants, by installation seniority order, will be processed ahead of PSE applicants. In the event there are no PTF applicants, the PSE with the highest installation standing within the 50 miles will be selected. Normal considerations contained in the MOU *Re: Transfers* will not apply. Selections as a result of the canvass do not count towards the one (1) in four (4) or one (1) in six (6) ratio.

14. **Who will be canvassed in Paragraph B.2 of the MOU *Re: Residual Vacancies-Clerk Craft* to fill PTF vacancies**?

Answer: Both Clerk Craft PTFs and PSEs will be canvassed within a 50-mile geographic radius. All Clerk Craft PTF applicant(s), by installation seniority order, will be processed ahead of PSE applicant(s). In the event there are no PTF applicants, the PSE with the highest installation standing within the 50 miles will be selected. Normal considerations contained in the MOU *Re: Transfers* will not apply.

Selections as a result of the canvass do not count towards the 1 in 4 or 1 in 6 ratio.

15. What is the seniority date for applicants accepted from a canvass?

    Answer: The seniority is established as the effective date of placement into the new installation (bid cluster).

16. Is there a limit on the number of times an employee can be accepted for a transfer **as a result of a** canvass?

    Answer: An employee placed through a successful canvass, must remain in the new bid cluster for a period of 12 months from the date of placement.

17. **In Q&As #7 and #8 above, the parties have agreed to a review process for filling the first residual vacancy in each block of four (4) or six (6) residuals, as applicable. How will that work? What is an example?**

    Answer: For the first residual vacancy in the block of four (4) or six (6), as applicable, for the first full-time opportunity in each block of four (4) or six (6), if the relative standing date of the PSE within the installation (bid cluster) is older than the date of the request for a transfer to the installation, the PSE will be converted.

    The process will be continuous, in blocks of four (4) or six (6). For example, if the first applicant in eReassign made the transfer request prior to a PSE's relative standing date within the installation (bid cluster), the eReassign applicant will be provided the opportunity for the transfer based on approval by the employer and acceptance by the applicant. Should the applicant's request be denied or the applicant withdraws from the transfer opportunity, management will again consider the relative standing date of the PSE versus the date of transfer request from the next eligible applicant in eReassign.

    If the relative standing date of the PSE within the installation (bid cluster) is older than the date of the next eligible applicant in eReassign, the PSE will be converted. This review will be applied only for the first residual vacancy in each block of four (4) or six (6). Once the first vacancy has been filled, the remainder of the vacancies will be filled by either transfer or PSE conversion as applicable to meet the ratio of four (4) or six (6) for that block. Any disputes over this review process will be sent to the Alternative Dispute Resolution Process (ADRP) at the Headquarters Level.

18. How does an employee within an installation apply for a cross-craft reassignment into the Clerk Craft?

Answer: The employee must provide the installation head with a written request to reassign into the Clerk Craft. The employee and the installation head should:

- **mark the request as received;**
- **provide the date of application;**
- **submit the dated request to the District to be considered in the pending list of eligible applicants in eReassign.**

The requests are considered in the order received. This would be in compliance with Step 6(b) of the MOU *Re: Residual Vacancies - Clerk Craft.*

19. Can management consider the work, attendance, and safety records of the applicants from within the installation for cross-craft reassignments?

Answer: Yes.

20. What is the term of a request for reassignment across craft lines within the installation into the Clerk Craft?

Answer: The request will be considered in accordance with the MOU *Re: Residual Vacancies - Clerk Craft,* Step 6(b), and the term for the request is 12 months. If there is still a desire to change crafts after 12 months, the request must be resubmitted/extended.

21. The PTF Clerks that are transferring per the MOU *Re: Part-Time Flexible (PTF) One-Time Voluntary Reassignment Opportunity,* will those transfers count against the ratios for the gaining installations per the MOU *Re: Residual Vacancies - Clerk Craft?*

Answer: Those transfers will not count against the 1 in 4 or 1 in 6 ratio as stated in the MOU *Re: Residual Vacancies - Clerk Craft.* This one-time opportunity was negotiated outside of the parameters of the MOU *Re: Residual Vacancies - Clerk Craft.* Should any residual vacancies remain from the March 2022 regular eReassign posting after completion of the PTF one-time opportunity reassignments, the language and ratio of the MOU *Re: Residual Vacancies - Clerk Craft* resume.

22. Is there a deadline for withdrawing from a canvass?

Answer: If the successful transfer applicant for a 50-mile canvass wishes to withdraw the transfer request, the withdrawal must be submitted with a dated and time stamped withdrawal request to the District and Installation Head no later than five (5) full business days prior to the effective reassignment date.

23. The parties previously had agreed upon language for the filling of Best Qualified (BQ) Clerk Craft residual vacancies. Will this language be carried forward in the 2021 National Agreement?

Answer: Yes, the parties agree that the previously agreed upon language on the filling of Best Qualified (BQ) residual vacancies will be applied for the duration of the MOU *Re: Residual Vacancies - Clerk Craft* and the 2021-2024 National Agreement.

24. **When a PSE reaches the 24-month conversion requirement, what will the conversion date be?**

    Answer: The conversion date will be the first day of the third full pay period after the 24-month requirement is reached.

25. **How will seniority on the career seniority list be determined when more than one (1) PSE is converted on the same day in the same installation?**

    Answer: When PSEs are hired in an installation on the same day, their ranking on the relative standing list is based on their test score. When converted to career, the same ranking order will continue to apply to the career seniority list.

United States Postal Service and
The American Postal Workers Union, AFL-CIO
2021-2024 National Agreement Questions & Answers

The parties have jointly agreed to the following Questions & Answers (Q&As) as clarification and guidance on the 2021-2024 National Agreement.

1. **Does a postal support employee (PSE) hired in an Administrative Post Office (APO), that allows for the 24-month automatic conversion to career, maintain that right and benefit if they are involuntarily reassigned as a PSE to a Level 4 Remotely Managed Post Office (RMPO) in the same bid cluster?**

   Answer: Yes. However, upon conversion to a career (PTF/FTF), the newly converted employee will be reassigned to the APO. Conversely, if the PSE voluntarily elects to be reassigned to the Level 4 RMPO, he/she will not be eligible for the 24-month automatic conversion while assigned to the Level 4 RMPO.

2. **If there is an opportunity for a new hire PSE in an APO, will current PSEs in the Level 4 RMPO(s) within the bid cluster (installation) have an opportunity to be reassigned to the APO before external hiring?**

   Answer: Yes. PSEs in the installation will be provided the opportunity, in their order on the PSE relative standing list, to be reassigned to the APO. Following reassignment to the APO, the PSE will be eligible for the 24-month automatic conversion.

3. **In order to meet the 24 hours per pay period guarantee for part-time flexible (PTF) employees, can a PTF be assigned outside his/her installation?**

   Answer: Yes, if necessary, after every effort is made to assign work within the installation. This does not prohibit an employee from volunteering to work outside the installation and/or the Postal Service providing transportation, in accordance with the PTF Clerks Working in Other Installations Agreement Questions and Answers and the Use of Privately Owned Vehicles MOU.

4. **Can a PTF be assigned two lunches, or a lunch and split shift in a single service day?**

   Answer: No.

5. **Must a PTF be guaranteed four hours of continuance/consecutive work?**

   Answer: To the extent practicable, the four (4) hours should be consecutive. This is not intended to supersede any local past practice or LMOU agreement.

6. **How is the PSE 24-month automatic conversion date determined?**

   Answer: The 24-month automatic conversion is triggered two (2) years from the PSE's relative standing date in the installation.

Example: A PSE hired on 4/28/2020, triggers the 24-month automatic conversion on 4/28/2022.

The conversion to career would be the first day of the third full pay period after the 24-month requirement is met, in accordance with the Residual Vacancies - Clerk Craft MOU Questions and Answers #24, dated March 30, 2022.

7. **How are PSEs ranked on the relative standing list if hired on the same day in a bid cluster (installation)?**

   Answer: When PSEs are hired in an installation on the same day, their ranking on the relative standing list in the installation is based on their test score. When converted to career, the same ranking order will continue to apply to the career seniority list.

8. **What is the seniority date for eligible PSEs who were converted to career pursuant to the initial 24- month automatic conversion following the effective date of the 2021-2024 National Agreement?**

   Answer: April 23, 2022.

9. **Is the Postal Service required to schedule full-time clerks assigned to NTFT duty assignments a minimum of four-hours a day based on the 2021-2024 contractual provisions?**

   Answer: No. The four-hour daily work hour guarantee negotiated as part of the 2021-2024 National Agreement was specific to PTF employees. Exception: This does not waive any other applicable contractual provisions, agreements, past practice, and LMOU language (e.g., NTFT MOU, 2 Hours or Less of Custodial Work MOU, Article 37.3.A.1). The NTFT MOU requires that before implementing any new non-traditional assignments in Function 4, the Local Union will have the opportunity to review, comment, make suggestions and propose alternatives.

ARTICLE 38
MAINTENANCE CRAFT

Article 38.2

INSTALLATIONS

Article 38.2.B provides the following definition of installations:

A main post office, airport mail center or facility, bulk mail center, processing and distribution center or facility, maintenance support and repair facility, POStPlan Administrative Post Office (APO)/Remotely Managed Post Office (RMPO), or any similar organizational unit under the direction of one postal official, together with all stations, branches and other subordinate units.

SENIORITY

There are three (3) definitions of seniority within the Maintenance Craft.

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

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

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

Article 38.3.C

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

Article 38.3.F

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

Article 38.3.J

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

Employees excessed into the Maintenance Craft under the provisions of Article 12 of the National Agreement, shall begin a new period of seniority.

Article 38.3.K

EXCESS EMPLOYEES

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

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

An employee excessed from their occupational group retains retreat rights to that occupational group irrespective of whether that employee has an in-craft MSS rating.

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

Article 38.4

A Maintenance Craft Notice of Intent is posted and the duty assignment filled from within the installation where the vacancy exists. This location is where the employee is normally expected to begin and end tour.

e.g. an Area Maintenance Technician (AMT) has their work hours assigned to a Field Maintenance District Office. The AMT begins tour at a 'domicile' office. That 'domicile' office is the AMT's official duty station for purposes of application of the Collective Bargaining Agreement and is where PAR and PER for that AMT duty assignment are established and utilized. This should be indicated on the employee's PS Form 50 lines 35-36 showing the employee's Duty Station and lines 32-34 can indicate a different Employ Office.

Article 38.4.A.1

POSTING – NOTICE OF INTENT

Article 38.4.A.1 provides for the following:

- the posting of a notice of intent to fill vacant or newly established duty assignments;
- notices of intent are posted for a period of seven (7) calendar days;
- a copy of the notice of intent shall be furnished to the Local Union;
- a duty assignment will be filled using the appropriate preferred assignment selection register and/or promotion eligibility register;
- an employee on sick leave or off-site training on the day of the posting shall be furnished a copy of any applicable notice of intent;
- an employee who is absent on annual leave and who has submitted a written request, stating the employee's mailing address, will be provided a copy of any applicable Notice of Intent by mail.

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

- an employee who is off work due to illness or injury on the day of the posting elects to use LWOP instead of sick leave. The NOI would be provided to the employee;

- an employee who takes LWOP instead of annual leave is required to make written request for a copy of the NOI.

NEW POSITIONS IN AN INSTALLATION

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

- this notice shall be posted for 30 calendar days;

- an applicant will be notified of the results no later than 60 days from the closing date, provided the application was properly completed;

- a Notice of Intent to fill the position should be posted within 14 days of receipt of PER results.

Article 38.4.A.2

Article 38.4.A.2 requires a Notice of Intent to be posted within thirty (30) days of a position (duty assignment) becoming vacant, unless written notification is sent to the Union with the reasons the duty assignment is being withheld. Article 38.4.A.2 allows an additional ten (10) days for completing the reversion process, for a total of forty (40) days to complete the reversion notification process.

Article 38.4.B

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

Article 38.4.C

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

A Notice of Intent may cause more than one (1) duty assignment to be filled from that posting. Prior to posting the Notice of Intent, management must determine if there are duty assignments that will be reverted or changed if they are vacated during the bidding process. These duty assignments must then be listed on the *Notice of Intent*. (Article 38.5.B.5)

Article 38.5.A

PREFERRED ASSIGNMENT REGISTERS (PAR)

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

Within fifteen (15) calendar days of entry into the craft or installation, employees must be provided a written notice advising the employees that they have thirty (30) days from receipt of the notice to apply and be placed on the preferred assignment register (PAR).

This provision is also applicable to employees on probation.

Article 38.5.A.7

PAR – PART-TIME REGULAR EMPLOYEES

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

Article 38.5.B

PROMOTIONS AND PROMOTION ELIGIBILITY REGISTER (PER)

All positions in the Maintenance Craft shall be filled on the basis of seniority (senior qualified using installation seniority) in accordance with the procedures established in Section 5, Article 38. Prior to applying for promotion to the ET-11, position employees must have spent two (2) years as an ET-10.

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

Within fifteen (15) calendar days of entry into the craft or installation, an employee must be provided a written notice advising the employee they may request to be placed on the appropriate promotion eligibility register (PER).

New to craft/installation employees applying for the PER will receive their results within 60 days after testing.

If two (2) or more maintenance occupational groups exist in an installation or in an installation where an employee is domiciled, a promotion eligibility register (PER) offering promotional opportunity for those occupational groups must be established in that installation.

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

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

The above provisions also apply to employees on probation.

Article 38.5.B.7

APPLYING FOR INCLUSION ON PROMOTION ELIGIBILITY REGISTER (PER)

The three-year cycle of "open season" was deleted in the 2018-2021 National Agreement. Employees who are not on a PER(s), may apply for inclusion on the appropriate promotion eligibility register(s). Employees who apply will receive the results of their application(s) no later than sixty (60) days after testing provided the applications have been properly completed by the applicants. This opportunity is not for an employee who previously received an ineligible rating. An employee with an ineligible rating would use the update process.

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

Filling of Maintenance Vacancies

ORDER FOR FILLING VACANT MAINTENANCE POSITIONS

The appropriate PAR and PER must be exhausted before considering other hiring options. To be considered qualified an employee must either be eligible under the current in-craft process for the position in question or be a Maintenance Craft employee in the same level and occupational group as the vacancy. Also, see Article 38.3.K for additional items regarding qualifications for reassignment or retreat under Article 12.

The following is the order for filling vacant maintenance positions:

1. Select the ranking employee on the appropriate preferred assignment register (PAR).
2. An unassigned regular employee may be assigned to the vacant duty assignment.

3. Activate retreat rights for excessing which occurred under 12.5.C.4 (within craft and installation).

4. Consider higher-level qualified maintenance employees requesting change to lower level. A "previously submitted" written request for assignment to lower level must have been submitted prior to the close of the Notice of Intent (Article 38.5.A.10).

5. Select the ranking employee on the appropriate promotion eligibility register (PER).

6. Activate retreat rights for excessing which occurred under 12.5.C.5.

7. Consider Maintenance Craft employees requesting transfer before or after in-service procedures ("after in-service" is only in the event a within installation Maintenance employee is on the in-service register) in the following order:

   a. When Maintenance Craft employees who have requested a transfer are considered first:

      1. consider Maintenance Craft employees who are already qualified for the position in question;

      2. consider Maintenance Craft employees who are not qualified for the position in question but have been afforded an opportunity to qualify under the provisions for qualifying for transfer (see EL-304, Qualifying for Transfer).

   b. If in-service procedures are considered first:

      1. give priority consideration to career Maintenance Craft employees using the in-service register in score order;
      2. give consideration to remaining APWU represented Craft employees;
      3. consider other career bargaining unit postal employees, regardless of craft or position, on the in-service register in score order.

8. Consider non-Maintenance Craft employees requesting transfer through eReassign.

9. Consider current career employees for return to Maintenance Craft to a position previously held or to any position of equal or lower level for which he/she holds an eligibility rating. Employee must meet the time and eligibility criteria (outlined below).

10. Consider former career postal employees for return to Maintenance Craft to a position previously held or to any position of equal of lower level for which he/she holds an eligibility rating. Applicants must meet the reinstatement requirements and the time and eligibility criteria (outlined below).

11. Consider entrance register eligibles in score order.

ELIGIBILITY CRITERIA FOR RETURN TO THE MAINTENANCE CRAFT

Following is the eligibility criteria for consideration of current career employees and former career postal employees for return to Maintenance Craft positions:

- The employee must have held a position in the Maintenance Craft for at least one (1) year.
- The employee must have an eligible rating (in-craft, in-service, or entrance) dated January 1, 1989 or later. (Note: Expired entrance eligibility ratings are acceptable as long as the test specifications have not changed. Also, with the exception of the entry- level custodian exam, maintenance examinations must not be administered noncompetitively).
- Current career employees can be reassigned only to a position previously held or to any position of equal or lower level for which the employee is qualified (no promotion). Selection must be within three (3) years of leaving the Maintenance Craft.
- Former career postal employees can be reinstated only to a position previously held or to any position of equal or lower level for which the employee is qualified (no promotion). Selection must be within three (3) years of leaving the Maintenance Craft. Former postal career employees must meet the eligibility requirements for reinstatement consideration.

Article 38.5.C

SUCCESSFUL APPLICANTS

Article 38.5.C provides that an employee who receives a promotion predicated on the successful completion of training and fails that training is declared inactive on the promotion eligibility register (PER). The PER shall be annotated with an asterisk indicating the employee's inactive status. The employee may request an update for score improvement, but is not required to do so.

After six (6) months, the employee will be activated on the PER, the asterisk will be removed, and the employee will be ranked accordingly.

Article 38.5.C

Training required of successful applicants pursuant to Article 38.5.C.3 shall be scheduled and satisfactorily completed within a reasonable period of time which, absent unusual circumstances, shall not exceed one (1) year from the date of the announcement of the successful applicant.

- There may be instances, for various reasons, where an employee who receives a promotion based on successful completion of training refuses to attend the training within the one-year period. On a case-by-case basis, management must determine if the explanation given for the refusal is valid. If it is determined not to be valid, the employee is declared an unassigned regular in the employee's original occupational code and level, and the position reposted. The employee will be bypassed on the promotion eligibility register for this posting.

- If the explanation is valid, the time limit may be extended (on a one-time basis) until the receipt of training results from the National Center for Employees Development for the next scheduled course, provided the extension does not exceed one (1) year.

Article 38.5.D

PROMOTION ELIGIBLITY REGISTER UPDATE

Article 38.5.D provides employees under the RMSS shall be permitted to update by retaking the in-craft RMSS process no earlier than 6 months from the generation of their last MSS rating.

Management will complete the update within thirty-seven days.

The promotion eligibility register shall not be updated during the seven (7) calendar days established under Article 38.4.A.1.

Article 38.6.A

TRAINING

Article 38.6.A.2 provides that as soon as approved training allocations are received at an installation, the Local President will be provided a copy of the allocations before solicitation for volunteers. **A**dvance written notices will be published soliciting volunteers. This notice will be posted as far in advance as possible and the employee selected shall be notified as far in advance as possible.

If a training opportunity becomes available when two-week notice cannot be given (i.e. – unforeseen circumstance or changes in machine deployment schedules), the Local Union (e.g. - Maintenance Craft Director) will be notified and the opportunity will be identified as *short notice* and offered first to the senior qualified volunteer within the occupational group, level and tour where the need for the skill exists.

No employee shall be required to attend off site training with less than two (2) weeks' notice.

A list of those volunteers shall be posted and a copy furnished to the Local Union.

The senior volunteer within the identified occupational group and tour where the need for the skill exists will be selected for the training opportunity, except as provided in Article 38.6.A.1 (2 courses or 5 or more weeks of resident NCED or off-site training during the previous 12 months).

Involuntary selections will be made by inverse seniority on a rotating basis.

Employees will not be involuntarily selected for off-site training courses more than three (3) times within a twelve-month period.

The identified occupational group and tour, if any, will be indicated on the written notice soliciting volunteers.

Unless otherwise agreed to in writing by the parties at the Local Level, the seniority used for training selections is installation seniority as defined in Article 38.

The Postal Service has the right to require an employee to remain in a duty assignment pursuant to Article 38.6.A.5. However, the employee must be notified prior to the beginning of training that he/she will be required to remain in the duty assignment.

This may be accomplished by indicating the lock-in period on the notice of training billet(s) or by notifying the employee in writing.

When selection is made from the preferred assignment register (PAR), employees in the same occupational group and level as the vacancy are considered qualified and no additional training can be required prior to selection.

Article 38.7.C

RELIEF ASSIGNMENTS

Relief Assignments may be established pursuant to Article 38.7.C to cover absences of five (5) working days or more for certain types of leave or training.

However, a continual failure to utilize a relief employee for bid coverage assignment may indicate the relief assignment is not required.

Hours worked pursuant to an employee's relief duty assignment do not qualify for out-of-schedule premium pay. Notification of the hours of the relief assignment is not required by Wednesday of the preceding week.

The establishment of relief assignments in the Maintenance Craft shall be kept to a minimum and within the same occupational groups and levels.

Newly created and reposted relief assignments shall be by occupational group and tour. Positions posted prior to February 28, 2022, are not subject to this section. Relief positions shall be no greater than 10% (or one (1) minimum, at least) of the occupational group and tour.

Article 38.7.E

NONBARGAINING UNIT DETAILS

The duty assignment of a maintenance employee detailed to a nonbargaining unit position more than four (4) months shall be declared vacant and posted and filled in accordance with Article 38. The four (4) months is consecutive and is calculated by month. For example, employees detailed to a nonbargaining unit position on April 16 must end their detail the close of business on August 15 to retain their bid assignment.

Maintenance employees detailed to a nonbargaining unit position are ineligible to accept any promotion or preferred duty assignment(s) while on such detail.

Employees returning to the bargaining unit solely to prevent their duty assignment from being posted for bid violates the Agreement. However, it does not violate the Agreement for an employee to return to the bargaining unit for other reasons. An employee detailed to a nonbargaining unit position must return to the craft for a minimum of one (1) continuous pay period to prevent circumvention of the intent of this provision. The reference to "*one continuous pay period*" means inclusive of days 1 – 14 of a specific pay period. However, while employees may take paid or unpaid period, in no event shall the entire 14 days be in a leave status.

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

(See additional Maintenance Craft Memos, Pages 443-449)

MOU: Re-promotion to APWU Bargaining Unit Positions

MOU: Re-promotion to APWU Bargaining Unit Positions

The parties agree that when an employee who has taken a voluntary downgrade from a higher-level APWU bargaining unit position to an APWU bargaining unit position of two (2) or more levels lower; and the employee is subsequently re-promoted to an APWU bargaining unit position in a formerly held level, the employee will be assigned the step the employee would have attained with credit toward the step date as if the employee had remained continuously in that previously held higher level.

Example; An Electronics Technician Level 10-P transfers to a new facility as a Level 7 Maintenance Mechanic. ET is placed in Level 7-O. Within a few months, the employee is promoted in the new facility to a Level 10 ET but is placed into Step-H and starts a new waiting period(s) to advance back to Step-P. This results in a loss of eight (8) steps previously held and requires 240 weeks (4.6 years) to top out again. Employees will now be treated as if they never left the previous level for salary purposes. In the example above the employee would be returned to Step-P upon repromotion.

MOU: Per Diem Allowances For Off-Site Training

MOU: Per Diem Allowances for Off-Site Training (Note, affects all crafts)

The parties agree it is in their mutual interest to increase participation in off-site resident training for Maintenance Craft employees covered by Article 38 of the National Agreement at the National Center for Employee Development (NCED).

To that end, the parties agree to pilot a per diem meal allowance for Maintenance Craft employees attending such training. Within ninety (90) days of the effective date of the 2021 National Agreement, the parties will meet to discuss the current Postal Service policies and obligations regarding meal service at the NCED.

The starting date of the pilot will be no later than six (6) months from conclusion of the above referenced discussions unless it is mutually agreed upon by the parties to extend the start date.

The pilot will continue for a period of at least three (3) years, commencing on the date that employees subject to this Memorandum of Understanding are first provided the full per diem allowances.

MOU: 2021 Maintenance Job/Position Description Consolidation/Elimination

MOU: 2021 Maintenance Job/Position Description Consolidation/Elimination

The parties agree that the following position descriptions are eliminated and will be reclassified as identified below. Incumbents of these positions will be considered qualified for the job into which they are being placed. These employees will be assigned to their current schedule (tour and days off) and will be ranked retaining their current seniority date:

- **Incumbents in the Elevator Operator (Occ Code 5438-01XX) Level 4 will be reclassified as Labor Custodian (Occ Code 3502-03XX) Level 4.**
- **Incumbents in the Laborer Materials Handling (Occ Code 3502-14XX) Level 4 will be reclassified as Labor Custodian (Occ Code 3502-03XX) Level 4.**
- **Incumbents in the Fireman Laborer (Occ Code 5402-02XX) Level 5 will be reclassified as Building Maintenance Custodian (Occ Code 4749-10XX) Level 5.**
- **Incumbents in the Materials Handling Equipment Operator (Occ Code 5704-01XX) Level 5 will be reclassified as Maintenance Mechanic (Occ Code 4749-03XX) Level 7.**
- **Incumbents in the Area Maintenance Specialist (Occ Code 4801-21XX) Level 8 will be reclassified as Area Maintenance Technician (Occ Code 4801-20XX) Level 9.**
- **Incumbents in the Letter Box Mechanic (Occ Code 3842-02XX) Level 8 will be reclassified as Area Maintenance Technician (Occ Code 4801-20XX) Level 9.**
- **Incumbents in the Machinist (Occ Code 3414-02XX) Level 8 will be reclassified as Building Equipment Mechanic (Occ Code 5306-0002) Level 9.**
- **Incumbents in the Maintenance Electrician (Occ Code 2805-03XX) Level 8 will be reclassified as Building Equipment Mechanic (Occ Code 5306-0002) Level 9.**
- **Incumbents in the Carpenter (Occ Code 4607-02XX) Level 8 will be reclassified as Building Equipment Mechanic (Occ Code 5306-0002) Level 9.**
- **Incumbents in the Painter (Occ Code 4102-02XX) Level 8 will be reclassified as Building Equipment Mechanic (Occ Code 5306-0002) Level 9.**
- **Incumbents in the Plumber (Occ Code 4206-02XX) Level 8 will be reclassified as Building Equipment Mechanic (Occ Code 5306-0002) Level 9.**
- **Incumbents in the Welder (Occ Code 3704-02XX) Level 8 will be reclassified as Building Equipment Mechanic (Occ Code 5306-0002) Level 9.**
- **Incumbents in the aforementioned positions will either be upgraded and/or slotted to their new position within their existing pay step. They will retain their time credit for advancement to their next step increase.**

The parties agree that as a result of the above changes, the existing Maintenance Selection System may require changes.

All employees upgraded and/or slotted in accordance with this agreement will be notified of the opportunity to submit a change preferred assignment selection within 30 days after the effective date of the 2021 National Agreement. The parties agree that the duties and responsibilities of the job descriptions that have been eliminated

are hereby considered incorporated into the reclassified position descriptions. The Local Union may request verification that the work hours have been transferred to the respective staffing package for the positions to which the eliminated jobs are being upgraded and/or reclassified.

The parties agree that any employee who previously held a position eliminated by this MOU and has retreat rights to that position, shall retain those retreat rights to the reclassified position.

In addition, any current employee, who previously held a position eliminated by this MOU, and was excessed between January 1, 2019, and February 28, 2022, who are in a saved grade status, shall have the saved grade increased to the level of the applicable reclassified position.

This MOU does not modify employee responsibilities, in accordance with Articles 12 and 38, regarding exercising retreat rights and/or retaining saved grade.

The effective date of the upgrading and/or reclassification process shall be the first day of the first full pay period after the effective date of the 2021 National Agreement.

The parties further agree that, except in locations where mail processing operations are being reduced or eliminated, no Maintenance Craft excessing will occur for one (1) year from the effective date of the 2021 National Agreement.

ARTICLE 38
QUESTIONS AND ANSWERS

MSS & PROMOTIONS

1. How are selections for maintenance positions now made?

   Answer: Effective June 1, 2009, the RMSS is to be used to create and/or update in-craft, in-service and entrance registers. Previous in-craft registers are maintained intact with those qualifying under RMSS ranked below those with a prior MSS eligible rating on the current PER. In-service and entrance registers established prior to June 1, 2009 are closed and replaced by the RMSS.

2. Must an employee requesting an update in RMSS retake the 955 exam if they already have an eligible rating on the exam?

   Answer: No. As an example, if a maintenance employee, while completing the MSS processes (in an attempt to become eligible for placement on an in-craft PER), received an *eligible rating* on exam 955 for the occupational group for which he/she applied, but subsequently received a rating of *"ineligible"* on the applicable structured interview, the employee, when later completing the update processes, may:

   a. opt to use the eligible exam 955 rating he/she previously received, and only complete the applicable structured process, or interview as part of the update;

   b. retake the exam 955 and substitute the new rating (only if a higher score is achieved), prior to scheduling for the structured interview.

3. How are the in-craft non-MSS PERs administered?

   Answer: The non-MSS PERs (for example Group Leader, Custodial and Maintenance Support Clerk) will have all the current eligible employees ranked in their installation seniority order.

4. Is an in-service rating transferrable to an in-craft rating?

   Answer: Yes. When an in-service or entrance rating is derived from the same evaluation components as the in-craft rating, a maintenance employee may transfer the rating to the in-craft PER when that PER is open for placement consistent with Article 38 (e.g., new to craft, etc.).

5. How are Maintenance Craft promotion eligibility rosters (PERs) constructed under the current CBA?

Answer: Maintenance Craft PERs will have those rated eligible under the pre-June 2009 MSS by installation seniority within the banded scores (see Article 38.5.B.8.a). Beneath those scores will be those rated eligible on the RMSS (ratings after June 1, 2009) within the banded scores (see Article 38.5.B.8.c). Installation seniority will be used within each banded score.

6. An employee can be demonstrated as having been on an in-craft PER prior to June 1, 2009. Their old PER numerical ratings are unavailable. How does the employee get on any PER where this applies?

   Answer: In the absence of a numerical in-craft rating from the old MSS process, after first establishing the employee did have an eligible rating, to go on a PER the employee will be entered a MSS score of 20.1 and placed in such banded score as provided in Article 38.5.B.8.b. Essentially, at the foot of the MSS group and above the RMSS group of Employees' results.

7. If an employee receives a promotion, based on successful completion of training and fails that training, what happens to that employee's standing on the promotion eligibility register?

   Answer: The employee is declared as inactive on the promotion eligibility register and the promotion eligibility register shall be annotated with an asterisk indicating the employee's requirement to update using RMSS (EL-304). The employee may request an update as per Article 38.5.D for score improvement, but is not required to do so. After 6 months, the employee will be activated on the PER, the asterisk will be removed, and the employee will be ranked accordingly.

8. An employee receives a promotion based on successful completion of training and then, for various reasons, refuses to attend this training. Is this employee still promoted to the position after 365 days?

   Answer: On a case-by-case basis, management must determine if the explanation given for the refusal is valid. If it is determined to not be valid, the employee will be declared an unassigned regular in his/her original occupational code and level and the position reposted. The employee will be bypassed on the promotion eligibility register for this posting. If the explanation is valid and, on a one-time basis not to exceed another 365 days, the time limit may be extended until the receipt of training results from the National Center for Employee Development for the next scheduled course.

9. Can Industrial Electrical Service be used as a qualifying course for the Maintenance Mechanic, PS-7 position?

   Answer: Yes. However, the Maintenance Mechanic, PS-7 will not be held responsible for passing the module concerned with finding selected sections of the National Electric Code.

TRAINING

1. I have an employee who is in a "promotion pending successful completion of training" status. The Notice of Intent listed a specific course that this employee must attend. Do I have to post this billet for volunteers?

   Answer: Yes. The billet is posted for volunteers where the need exists: however, an employee in a "promotion pending successful completion of training" may be selected.

2. An employee has successfully completed equipment training in the past but none of that equipment is now in the office. Is the employee required to attend and successfully complete training on the new equipment?

   Answer: Yes.

3. May an employee selected from an in-service register be placed into that position prior to the date (PS Form 50) of the new assignment?

   Answer: Yes. An employee may be detailed to the position for training purposes for up to a two-week period ending with the reassignment.

DUTIES AND RESPONSIBILITIES

1. Can a Level PS-9 Maintenance Mechanic, Mail Processing Equipment perform scanner alignments on mail processing equipment?

   Answer: Yes. A Level PS-9 Maintenance Mechanic, Mail Processing Equipment may perform alignments which are electro-mechanical or menu driven.

2. Can a Level PS-9 Maintenance Mechanic, Mail Processing Equipment perform operational maintenance on equipment?

   Answer: Yes. The position description, Item 2 states "Observes the various components of the system in operation and applies appropriate testing methods and procedures to ensure continued proper functioning".

3. Can a PS-3 Custodian use a domestic type (canister, tank, upright, carpet, etc.) vacuum cleaner to perform interior cleaning?

   Answer: Yes.

4. Can a Level PS-7 Maintenance Mechanic, reset and restart the Tray Management System?

   Answer: Yes

5. Can a Level PS-9 Maintenance Mechanic, Mail Processing Equipment do simple replacement of a defective printed circuit board?

   Answer: Yes, as long as the board is external to the computer.

6. Who will perform the overhaul of equipment previously done by Maintenance Overhaul Technical Service Centers (MOTSC)?

   Answer: The work will become the responsibility of each individual office. This work will be reflected in the appropriate staffing document.

CUSTODIAL

1. What is the definition of "voluntary attrition"?

   Answer: If the employee bids out, is promoted, quits, retires, or dies. A transfer between installations or a reassignment under Article 12 is not "voluntary attrition".

GENERAL

1. If there is more than one (1) residual duty assignment being filled by promotion, assignment, reassignment, hire, or, transfer at the same time, how are the duty assignments awarded?

   Answer: Employees make selections based upon their installation Seniority. In the case of multiple employees with the same Installation Seniority, selections will be made based upon the other "tie-breakers" identified in Article 38.3.J.1-7. However, in-craft promotions are based on the employee's current standing on the PER.

   Must an employee new to the craft or installation be assigned to a preferred duty assignment?

   Answer: Yes. Within 60 days the employee shall be selected from the preferred assignment register to a preferred duty assignment or be assigned in accordance with Article 38.5.A.8.

2. Where are preferred assignment registers and promotion eligibility registers established and posted?

   Answer: If two (2) or more maintenance occupational groups exist in an installation or in an installation where an employee is domiciled, a promotion eligibility register for those occupational groups offering promotional opportunity must be established. If two (2) or more employees hold duty assignments within the same occupational group, a preferred assignment register must be established. These registers will be posted in the installation and will be used to fill vacant positions.

3. What is the procedure for stopping the maintenance bidding process in Article 38?

   Answer: Prior to posting the Notice of Intent, management must determine if there are duty assignment(s) that will be reverted or changed if they are vacated during the bidding process. These duty assignment(s) must then be listed on the Notice of intent.

Implementation of POStPlan Custodial Staffing Agreement

1. What are the timelines from February 10, 2020, the date the agreement was signed?

   - 60 days (April 10, 2020) - Postmaster has to provide calculations of APO/RMPO to local or state Union President who represents the installation;
   - 60 days (April 10, 2020) - current custodial employee has to opt-in or out of having driving requirement added to position;
   - 90 days (May 10, 2020) - post custodial job vacancy or new custodial duty assignment(s);
   - 180 days (August 8, 2020) – entire process complete.

2. What is the formula for the computation in the MOU, Re: *Subcontracting Cleaning Services*?
   Response: Step 1: The interior square feet of the APO and all associated RMPOs to the APO are added together and the results are divided by 18,000.

   Step 2: The exterior paved and unpaved square feet of the APO and all associated RMPOs are added together and the results are divided by 500,000.

   Step 3: Add the final numbers from Step 1 and Step 2 together to determine the final calculation. If the number is one (1) or more, the installation will be cleaned by Maintenance Craft Custodial employees. If the number is less than one (1), a contract cleaning service can be utilized for the offices within a POStPlan Installation.

   For example, an APO with two associated RMPOs (RMPO 1 and RMPO 2) would be calculated as follows:

	Interior Square Feet	Exterior Paved Square Feet	Exterior Unpaved Square Feet
APO	9,100	6,000	5,500
RMPO 1	5,000	3,500	4,500
RMPO 2	3,000	2,500	3,500
Total Interiors/ Exteriors	17,100	12,000	13,500

17,100 divided by 18,000 = 0.950
25,500 divided by 500,000 = 0.051
Summation of fraction = 1.001
(To be cleaned by Maintenance Craft Custodial employees)

3. If the calculation is one (1) or more, does that require a full-time custodian in the Installation?

   Response: The number of full-time or part-time regular custodial hours for the Installation can be found on Form 4852, Workload Analysis Summary. The determination on whether to hire a FTR or PTR equivalent to the number of hours on the 4852 is Management's discretion. FTRs must be hired to the greatest extent possible.

4. When the calculation as identified in the MOU, Re: *Subcontracting Cleaning Services* identifies the installation as less than one (1), is the Postmaster still required to provide the computation to the local or state Union President who represents the installation?

   Response: Yes, the calculation must be provided regardless of the final computation.

5. What is the process of filling custodial vacancies in the APO/RMPO environment?

   Response: Filling vacancies must be done in accordance with Article 38 and the Joint Contract Interpretation Manual (JCIM).

6. Once a new maintenance job is created, who can apply for it?

   Response: The job must go through the normal process of the order for filling vacancies in the Maintenance Craft.

7. Can a current custodian be required to drive and use his/her own vehicle?

   Response: No. However, the current custodian can elect to have such duties added to his or her duty assignment and must inform the Postmaster no later than April 10, 2020, of the decision. After April 10, 2020, the option to elect to have the duties added is no longer available to the current Custodian(s).

8. If the current custodian does not opt in to having driving and POV added to qualifications, what happens to the new additional hours at the facilities where the current custodian is not domiciled?

   Response: In this unique situation, those hours will be assigned to other available APWU Bargaining Unit Employees in accordance with the MOU regarding two hours or less of contracted out custodial duties. Once the current custodian vacates the position, the notice of intent for the custodial position should be posted with a driving requirement and the custodial duties returned to the Maintenance Craft.

9. If the current custodian decides not to opt in for driving and POV requirements, will Line H requirements and/or remedy apply to APO/RMPO?

   Response: Line H requirements and/or remedy only apply to offices maintained by Maintenance Craft Custodial employees.

10. What is the involvement of Local/State Presidents who represent the installation in this process?

    Response: Presidents should be proactive in creation of duty assignments and area of coverage for duty assignments.

11. How is travel time accounted for when developing a staffing package?

    Response: The total annual travel time will be listed as a line item on PS Form 4852, Table C – Supplemental Project Hours, but will not be used when determining if Line H obligations were met at the end of each fiscal year.

12. What compensation will custodians receive for driving between facilities?

    Response: Employees will receive higher-level pay when driving a Postal Service vehicle and higher-level pay plus mileage reimbursement when driving a POV. When a custodian is required to return to a facility to end tour, he/she will continue to be paid in accordance with the Agreement.

13. Are driving and POV requirements applicable to non-POStPlan installations/facilities?

    Response: No. This agreement applies only to custodial duty assignments in POStPlan Installations and cannot be cited as precedent or having applicability in other installations/facilities.

ARTICLE 39
MOTOR VEHICLE CRAFT

Article 39.1

SERVICE SENIORITY

Service seniority is based on total service in the Motor Vehicle Craft regardless of occupational codes or levels. It begins with an appointment in the regular workforce in the Motor Vehicle Craft. An employee may request a correction of seniority standing; however, it is the requesting employee's obligation to identify the basis of the request.

Article 39.1.B

SENIORITY – PREFERRED ASSIGNMENTS

Article 39.1.B.1 provides for seniority for preferred assignments. This seniority determines relative standing among full-time regular and full-time flexible employees eligible to bid. It is computed from entry into the regular workforce position, in a particular occupational group and level. It continues to accrue as long as service is uninterrupted in the position, occupational group, level, and installation.

Article 39.1.B.2 sets the seniority for preferred assignments for motor vehicle employees who leave one position designation for another within the craft and same installation and return to their former position and level. The returning employee would regain the seniority the employee had at the point he/she left the position designation, without credit for time spent in the other position designation and level. Employees returning to their former position designation and level within 90 days (Article 39.1.B.5.c.), retain their seniority, augmented by the time spent in the other position designation and level, provided they remained in the same installation. Article 39.1.B.5.c allows for employees returning to the Motor Vehicle Craft to regain craft seniority.

Article 39.1.B.3

SENIORITY – REASSIGNMENT

Article 39.1.B.3 provides that a full-time employee who is reassigned from another craft to the Motor Vehicle Craft, begins a new period of seniority except as otherwise provided for in the National Agreement. An example of such an exception is Article 13, Section 6.

SENIORITY – EXCESSING

Employees excessed into APWU represented crafts (clerk, maintenance, and motor vehicle) under the provisions of Article 12.5.C.5, shall begin a new period of seniority.

Article 39.1.B.4

SENIORITY TIEBREAKING

Article 39.1.B.4 establishes the rules for seniority tiebreaking in the Motor Vehicle Craft when two (2) or more employees in the same position designation, salary level and installation have the same seniority date for preferred assignments.

When a Motor Vehicle Service employee's (new work) PSE appointment is converted to a career appointment the same day there is a new career appointment, reinstatement, reassignment, transfer or promotion to the same salary level and position designation, the converted employee is senior and precedes the other on the part-time flexible or full- time regular roll.

Motor Vehicle Craft (new work) postal support employees who have already served one (1) full term as a PSE will not be required to serve a probationary period as required by Article 12, Section 1, after conversion to career.

In addition, Article 39.1.B.4.f establishes the provisions to be used when the tie cannot be broken by the provisions of Article 39.1.B.4.a through d.

Article 39.1.B.5

SENIORITY – RESTORATION

Article 39.1.B.5 states the conditions under which an employee's seniority is restored.

They are as follows:

- reemployment after disability retirement;
- restoration;
- reassignment and return within 90 days.

Article 39.1.B.7

TRACTOR-TRAILER – MOTOR VEHICLE OPERATOR VACANCIES

Article 39.1.B.7 applies to Motor Vehicle Operators and Tractor-Trailer Operators. When filling full-time Tractor-Trailer Operator vacancies, the duty assignments must be posted to Tractor-Trailer Operators before posting the assignments to Motor Vehicle Operators. Once full-time Tractor-Trailer Operators have had the opportunity to bid on the vacancies, qualified full-time Motor Vehicle Operators may bid for any remaining Tractor-Trailer Operator duty assignments using their preferred assignment seniority.

While a Motor Vehicle Operator cannot compete with a Tractor-Trailer Operator for a vacant Tractor-Trailer Operator duty assignment, a Tractor-Trailer Operator may directly compete with a Motor Vehicle Operator during bidding for a vacant Motor Vehicle Operator duty assignment. Article 39.1.B.7.d provides that seniority for preferred assignment is retained when changing between Motor Vehicle Operator and Tractor-Trailer Operator.

Article 39.1.B.7.e

For purposes of conversion to full-time, part-time flexible Motor Vehicle Operators (MVO) will be placed together with part-time flexible Tractor-Trailer Operators (TTO) on the same roll.

When the opportunity for conversion to a vacant TTO position exists, the senior TTO qualified part-time flexible, regardless of level, will be converted.

When the opportunity for conversion to a vacant Motor Vehicle Operator position exists, and the senior part-time flexible is a Motor Vehicle Operator, he/she will be converted and placed into the position. If the senior part-time flexible is a Tractor-Trailer Operator, he/she will be given the option of accepting the conversion.

If the conversion is declined, the next senior part-time flexible will be converted (if the employee is a Motor Vehicle Operator) or will be given the option (if the employee is a Tractor-Trailer Operator). This procedure will continue until the position is filled or until all part-time flexibles on the list have been considered.

The above process would be the same for the conversion to career of new work PSEs, TTOs and MVOs.

- If the senior part-time flexible is a Tractor-Trailer Operator, the employee will be given the option of accepting the conversion. For example:

J. Brown	TTO
T. Smith	TTO
P. Jones	MVO

- If the residual vacancy is a full-time Motor Vehicle Operator duty assignment the first and second employee would have the option for conversion before P. Jones. If number one declined, and number two accepted, then T. Smith would be converted to full-time regular and placed in the duty assignment. However, should both one and two decline, then P. Jones is converted to full-time and placed in the assignment. A part-time flexible Motor Vehicle Operator may not decline conversion to an available Motor Vehicle Operator vacancy or, if qualified, Tractor-Trailer Operator vacancy.

Article 39.1.B.8

MOTOR VEHICLE OPERATIONS NEW IN INSTALLATION

When a new motor vehicle operation is established in an installation, Article 39.1.B.8 requires newly created Motor Vehicle Operator and Tractor-Trailer Operator duty assignments be offered and awarded to qualified vehicle maintenance service applicants employed in the same installation. However, if the provisions of Article 12, Section 5.C.7 are applicable, they must be complied with prior to offering the newly created duty assignments to the vehicle maintenance employees.

Article 39.1.B.9

Article 39.1.B.9 provides that when Tractor-Trailer Operator duty assignments are established in an installation, Motor Vehicle Operators who are not qualified will be given on-the-clock training, beginning with the senior Motor Vehicle Operator.

Article 39.1.B.10

Article 39.1.B.10 provides that when filling a motor vehicle vacancy pursuant to the provisions of Article 33, consideration will be given to the service seniority of motor vehicle applicants meeting the qualification standards for the position.

However, the positions listed in Article 39.2.A.10 are filled using total service seniority of incumbents of duty assignments in the position(s) indicated, except for Motor Vehicle Operator and Tractor-Trailer Operator duty assignments.

Article 39.1.B.11

Article 39.1.B.11 establishes the rule for determining whether an auxiliary garage will be treated as an independent installation. If the auxiliary garage is within the normal commuting area, the garage is a part of the main installation.

If it is beyond the normal commuting area, it will be treated as an independent installation, except for the purposes of administering the provisions of Article 1, Section 6; Article 7, Section 3; and Article 8, Section 8.

Article 39.1.B.12

MUTUAL EXCHANGES

Article 39.1.B.12 allows for a mutual exchange between employees in the same occupational code and salary level. When a mutual exchange between installations is approved, both reassigned employees will have the seniority of the junior employee who was involved in the exchange.

Article 39.1.C

DEFINITIONS

Article 39.1.C provides definitions for the Motor Vehicle Craft. While most definitions are self-explanatory, the following explanations are offered:

- Position designation is determined by occupational code and level. A “duty assignment" is a set of duties within a position designation that are regularly scheduled during specific hours.

- An employee submits an “application” for a vacant best qualified duty assignment or a duty assignment for which the employee is not eligible to submit a bid. An employee submits a “bid” for a duty assignment within the employee’s position designation and level, or as provided for in Article 39.1.B.6.b and d, Article 39.1.B.7.b. and c, Article 39.1.H and Article 39.2.A.10.

Article 39.1.C.4

Article 39.1.C.4 provides an employee the option of using bid forms, telephone or electronic bidding for all bids except the annual bid.

Article 39.1.C.8

When the number of duty assignments is being reduced in a section and/or installation, occupied duty assignments are abolished and vacant duty assignments are reverted.

EXAMPLE OF VALID REASON FOR ABOLISHMENT
On the effective date of the abolishment, the majority of the work assigned to that duty assignment would no longer be performed.

Article 39.1.C.9

The definition of residual vacancy was added to the National Agreement in 1998 for clarification and was not intended to change the meaning of the term.

Article 39.1.F

Article 39.1.F requires a current seniority list be posted in each installation. The list includes both service seniority and seniority for preferred assignments. A copy of the update list is made available to the Local Union.

Article 39.1.G

NEW FACILITY
When opening a new facility, Article 39.1.G provides that requests for reassignment from motor vehicle employees from other installations must be given first consideration prior to hiring new employees in the Motor Vehicle Craft.

ESTABLISHED INSTALLATIONS
At an established installation, consideration is given to requests for transfer to fill motor vehicle vacancies when it is determined that no employee qualified to bid or desiring the position is available at the completion of the posting period.

Article 39.1.H

MULTI-CRAFT POSITIONS
Article 39.1.H identifies the multi-craft positions for which all full-time regular motor vehicle employees are eligible to bid: Examination Specialist and Vehicle Operations Maintenance Assistant (VOMA).

Article 39.1.I

VACATION SCHEDULING
Article 39.1.I provides that full-time regular and part-time flexible Motor Vehicle Craft employees, may use their seniority for vacation scheduling.

Article 39.1.J

HOLDDOWNS
Article 39.1.J addresses temporary holddowns for Motor Vehicle and Tractor-Trailer Operators. Consistent with the following provisions, unassigned full-time regular, full-time flexible, part-time flexible, and new work PSE Tractor-Trailer Operators and Motor Vehicle Operators may, in seniority order, exercise a preference for an assignment temporarily vacant for an anticipated duration of ten (10) days or more.

New work PSEs may only express preference for temporarily vacant new work assignments.

The senior employee selected to fill a holddown shall work the duty assignment for its duration unless:

- the employee is assigned to a permanent duty assignment;
- it is clearly demonstrated that the employee cannot perform the assignment;
- the holddown is being worked by a part-time flexible or new work PSE and the work is needed to satisfy a full-time employee's work hour guarantee;
- the employee is needed to fill a vacant assignment for which there are no other qualified employees.

To be eligible to exercise a preference:

- the employee must be qualified to perform the required duties;
- the available holddown must be at the unit where the employee is assigned; and
- if the employee is full-time, the available holddown must be on the same tour which the employee is assigned.

An employee who is on detail, serving on another holddown, absent, and/or on any type of leave at the time of the holddown bidding is considered to be unavailable for the assignment.

The period for posting and awarding a temporary holddown may not exceed 72 hours. The selection of a part-time flexible to cover a holddown does not modify the part-time flexible's employment status as to benefits or rights.

When an employee is serving on a holddown assignment pursuant to Article 39.1.J, the hours and/or schedule of the holddown which exceed thirty cumulative workdays shall not be used for any maximization purposes. A maximum of five (5) days of any work week will count towards the thirty cumulative workdays.

When a full-time duty assignment, which is being temporarily filled by a holddown, is posted for the once-a-year bid and the holddown continues after the bidding is completed, the employee working the holddown continues to work it for its duration, unless one of the exceptions listed in Article 39.1.J occurs.

A holddown assignment vacant for ten (10) or more working days must be posted. For the purposes of administering the holddown provisions holidays are included as a working day.

Article 39.2.A

POSTING

Article 39.2.A.1 requires a vacant or newly established duty assignment be posted within 28 days. If the decision is made to revert rather than post, a notice stating the reason(s) for the reversion shall be posted immediately with a copy provided to the Union.

Article 39.2.A 2-4 addresses the circumstances which require a duty assignment to be reposted as follows: 39.2.A.2 off days; 39.2.A.3 sufficient change of duties or assignment area, as required by the Local Memorandum of Understanding; 39.2.A.4 change is starting time. Whether a change in duties or starting time requires a duty assignment be reposted is subject to local implementation pursuant to Article 30.

Article 39.2.A.5

UNASSIGNED FULL-TIME EMPLOYEES

Article 39.2.A.5 establishes the procedure for assigning unassigned full-time regular employees to residual vacancies. Residual full-time vacancies are filled by assigning available unassigned full-time employees.

Residual vacancies are offered by seniority to the unassigned full-time employees. When it is necessary to involuntarily place full-time employees into residual vacancies, the assignment is made by juniority.

When not assigned to a posted position, full-time unassigned regular employees assume, as their regular work schedule, the hours worked in the first week of the pay period in which the change to unassigned regular occurred.

Article 39.2.A.6

ANNUAL BIDDING:

If requested by the Union, the full-time duty assignments of the position designations identified in Article 39.2.A.6 shall be posted for bid once each calendar year.

If mutually agreed to at the Local Level, all full-time motor vehicle maintenance duty assignments may be posted for bid once each calendar year. Absent mutual agreement, the duty assignments will be posted every second calendar year if requested by the Union.

Article 39.2.A.9

NONBARGAINING DETAILS:

The four-month period referred to in this provision must be consecutive. If an employee returns to the bargaining unit within four (4) months, and later begins another nonbargaining unit detail, the four-month period starts over. However, it is a violation of the National Agreement if an employee returns to the bargaining unit solely to prevent his/her duty assignment from being posted for bid. Any employee(s) detailed to a nonbargaining unit position must return to the craft for a minimum of one (1) continuous pay period to prevent circumvention of the intent of this provision. While employees may take paid or unpaid leave during the 14-day period, in no event shall the entire 14 days be in a leave status. Motor Vehicle Craft employees are not allowed to bid on vacant Motor Vehicle Craft duty assignments when they are temporarily detailed to nonbargaining position and they cannot exercise Article 12 retreat rights.

For bidding purposes, this circumvention provision must be met prior to the date of posting the award notice of the successful bidder. For reposting purposes, this circumvention provision must begin prior to the end of the four (4) months.

PS Form 1723 must be completed for each period a bargaining unit employee is detailed as an acting supervisor. A period begins at the time of change, and ends when the employee returns to his/her regular tour or begins a different detail.

OUT-OF-SCHEDULE PREMIUM:
A motor vehicle employee detailed to a nonbargaining unit position is not entitled to out-of-schedule premium.

Article 39.2.A.10

The key phrase in Article 39.2.A.10 is "residual vacancies." For example, a Garage Assistant cannot bid on and compete with an Automotive Mechanic for a PS Level 7 Automotive Mechanic duty assignment. However, once employees in Automotive Mechanic assignments have completed bidding, a Garage Assistant make application for a PS Level 7 residual Automotive Mechanic vacancy.

For the purposes of determining the pay level of a Storekeeper position, the count of active vehicles at the vehicle maintenance facility includes trailers but excludes: 1) vehicles for sale; 2) vehicles not maintained by Postal Service personnel and, 3) vehicles in storage (not in current active use). Those Vehicle Maintenance Facilities that have at least 984 vehicles in the Postal Service fleet will have a Level 8 Storekeeper. This vehicle count does not control the work assigned to employees performing Storekeeper duties.

Article 39.2.A.11

When an opportunity for conversion to a residual full-time vacancy exists, the senior part-time flexible within the same occupational group and grade as the vacancy, will be converted into the assignment (except as provided in Article 39.1.B.7.e). **The identified PTF will be converted to full-time within 28 days, except in the month of December.** If there is no part-time flexible employee or new work PSE in the same occupational group and grade, the residual vacancy shall be filled by qualified applicants in the following order: Motor Vehicle Craft within the installation, APWU crafts within the installation, other crafts within the installation transfer and then by other means, e.g., hire, reassignment.

Article 39.2.B

Article 39.2.B provides:

- the posting of vacant duty assignments on all official bulletin boards at the installation where the vacancy exists and in areas where vehicle operations and vehicle maintenance employees work;
- a copy of the posting is furnished to the Union;
- the right of an employee who is or will be absent during the posting period to request and be provided a copy of the posting(s); and
- installation wide posting and bidding.

Article 39.2.C

The time frame in Article 39.2.C is subject to discussion during local implementation pursuant to Article 30.B.21. Absent such agreement, the notice must be posted for ten (10) calendar days.

Article 39.2.D

Article 39.2.D outlines the information that must be included in the posting of a vacant motor vehicle duty assignment. A motor vehicle employee has the option of using a bid form, telephone bidding or electronic bidding for all bids except annual bids.

These bidding provisions apply to vacancies for positions listed in Article 39.2.A.10.

Article 39.2.E

Article 39.2.E.1-2 or the Local Memorandum of Understanding establishes the time frame for announcing and placing the successful bidder in a new duty assignment. The successful bidder will normally work the duty assignment as posted.

Local managers have the authority to add a typing requirement, provided it is reasonably related to the duties of the assignment, to any vacant duty assignment for which there is no official published typing requirement.

Article 39.3

TOOLS

Article 39.3.A establishes that the Postal Service is responsible for providing adequate tools, tool kits, and equipment on a charge out basis to employees who require such items to perform their assigned duties. The minimum amount of tools that will be provided in the tool box will be those tools listed on the tool inventory list (PS Form 4597).

Article 39.3.B

FIRST ARTICLE TESTING (FAT)

The properly certified National representatives of the Union will be given an opportunity to examine, comment and to submit recommendations on new type vehicles during the developmental stage and before the specifications are transmitted to potential contractors, before manufacturing and upon completion of vehicles.

If the Union has any concerns as a result of the First Article Testing (FAT), the Union shall state those concerns in writing to the Employer within 14 days of the conclusion of the FAT.

The Employer shall respond in writing to the Union's concerns as soon as practicable. This process involves only FAT.

Article 39.3.C

Article 39.3.C provides that, except in matters where there is reasonable cause to suspect criminal activity, tool kits and/or lockers cannot be searched or inspected without a shop steward present.

Article 39.3.E

BARGAINING UNIT DETAILS

Article 39.3.E provides that motor vehicle details will be filled first by qualified Motor Vehicle Craft employees in the immediate work area. The immediate work is defined locally.

Article 39.3.H

TRAINING OPPORTUNITIES

Article 39.3.H requires that training opportunities be provided to motor vehicle employees on a fair and equitable basis, with first consideration given to employees who volunteer from the section or tour that have a need for the specific training. Employees shall be given no less than 14 days advance notice of scheduling off-site training. Employees may volunteer for off-site training with less than 14 days advanced notice. Vehicle familiarization will be provided to Motor Vehicle Craft employees when new vehicles are deployed.

Article 39.3.J

Article 39.3.J allows the Union at the National Level to have "read only" access to the automated enrollment system for vehicle maintenance training billets.

Article 39.3.K

Vehicle maintenance agreements (VMAs) or their successors should generally not be used by offices where vehicle maintenance is available in-house. However, when the vehicle maintenance facility (VMF) cannot meet its requirements, such an office may submit a VMA or VMA successor request that justifies the need for supplementary services. VMAs or their successors should not be used to acquire inventory items for a VMF.

QUESTIONS AND ANSWERS ARTICLE 39

1. Do full-time flexible Tractor-Trailer Operators have the right to bid on a Tractor-Trailer Operator duty assignment prior to posting it for bid by Motor Vehicle Operators?

   Response: Full-time flexible employees enjoy the same bidding rights as full-time regular employees.

2. Are qualified Motor Vehicle Operators allowed to bid on residual Tractor-Trailer Operator duty assignments before such vacancies are assigned to full-time flexible Tractor-Trailer Operators?

   Response: Full-time flexible Tractor-Trailer Operators should be assigned to residual Tractor-Trailer Operator positions before such assignments are posted for bid to Motor Vehicle Operators.

3. If more than one (1) residual duty assignment is available when converting part-time flexible Motor Vehicle and/or Tractor-Trailer Operators to full-time regular status, can a part-time flexible Tractor-Trailer Operator select a residual Motor Vehicle Operator position when Tractor-Trailer Operator positions are available?

   Response: For purposes of conversion to career employment, part-time flexible MVOs will be placed together with part-time flexible TTOs on the same roll. When the opportunity for conversion to a vacant TTO position exists, the TTO qualified part-time flexible with the highest standing on the roll, regardless of level will be converted and placed into the vacant full-time position. When the opportunity for conversion to a vacant MVO position exists, and the part-time flexible, with the highest standing on the roll, is a MVO, the employee will be converted and placed into the position. If the part-time flexible, with the highest standing on the roll is a TTO, that employee will be given the option of accepting the conversion in order of seniority, even if it results in a junior part-time flexible losing the opportunity for conversion.

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

   Response: Yes.

5. How long is a temporary holddown posted?

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

6. Do holddowns still exist?

   Response: Yes, but only unassigned full-time, full-time flexible, part-time flexible employees and new work PSEs that are not on holddowns currently, may bid on duty assignments that are vacant for ten (10) or more days; in accordance with the provisions outlined in Article 39.1.J. New work PSEs may only opt on new work.

7. Question: Are part-time flexible vehicle operators allowed to bid onto holddowns during their first ninety (90) work days or 120 calendar days, whichever comes first?

   Response: Yes, provided the employee has received the required vehicle and job familiarization and training.

8. How is seniority for Motor Vehicle Craft employees calculated?

   Response: Service seniority is based on total part-time and full-time service in the Motor Vehicle Craft, regardless of occupational codes and levels. It begins with an appointment to the regular force in the Motor Vehicle Craft. Preferred assignment seniority determines the relative standing among full-time regular and full-time flexible employees eligible to bid for preferred assignments. It is computed from entry into a regular workforce position in a particular occupational group, level, and installation. It continues to accrue as long as service in the same occupational group, level, and installation continues.

9. Can driving privileges be suspended or revoked based on an employee's off duty driving record?

   Response: Only the employees on duty driving record is considered when determining whether to revoke or suspend driving privileges. However, employees assigned to operate postal vehicles are required to possess a valid state driver's license and to inform their supervisor if their state driver's license is suspended or revoked. The driving privileges of employees without a state driver's license are automatically suspended. Employees who have their driving privileges suspended solely due to the absence of a state driver's license, will have their driving privileges reinstated when they obtain a valid state driver's license.

10. Is management responsible for making reasonable efforts to maintain an adequate hiring roster to fill motor vehicle vacancies?

    Response: Yes.

11. Can an unassigned full-time regular Motor Vehicle Craft employee's assignment be changed weekly?

    Response: No, unassigned full-time regular employees are assigned to regular work schedules. When not assigned to a full-time duty assignment, employees assume, as their regular work schedule, the hours worked in the first week of the pay period in which the change to unassigned regular occurs.

12. Can flexible duty assignments schedules be changed?

Response: Yes. If the schedule is to be changed, it must be done on the preceding Wednesday and the total hours and daily hours must remain the same but start times and days off can be changed.

13. What is an example of a valid reason for abolishing a Motor Vehicle Craft duty assignment?

Response: On the effective date of the abolishment, the majority of the work assigned to that duty assignment would no longer be performed.

14. During the once-a-year bid can management abolish traditional duty assignments?

Response: No, the once-a-year bidding process was not intended, nor should it be used, as a procedure to abolish occupied duty assignments.

15. How are bargaining unit details filled in the Motor Vehicle Craft?

Response: First consideration is given to the assignment of available and qualified motor vehicle employees from the immediate work area.

16. Can management withhold from posting for holddown an assignment that has been or is anticipated to be vacant for a period of ten (10) days or more?

Response: No.

17. Can management assign an unassigned employee to a residual vacancy in the Motor Vehicle Craft?

Response: Yes, provided it is within the same occupational code.

18. What is the process for annual bidding?

Response: When requested by the Union, all full-time regular Motor Vehicle Operator**,** Tractor-Trailer Operator and Vehicle Operations Assistant-Bulk Mail craft duty assignments shall be posted for bid once each calendar year. Also, when mutually agreed to at the Local Level, all full-time regular Motor Vehicle Maintenance Craft duty assignments may be posted for bid once each calendar year. Absent such Local Agreement, Motor Vehicle Maintenance Craft duty assignments shall be posted for bid every second calendar year, if requested by the Union.

19. During the Annual Bidding pursuant to Article 39.2.A.6, can Motor Vehicle Operator (MVO) and Tractor Trailer Operator (TTO) bid on the other position designation? (i.e., MVO to TTO or TTO to MVO)

Response: No. Article 39.2.A.8 provides that employees bidding pursuant to Article 39.2.A.6 may bid only on those duty assignments that have the same position designation.

20. Can management reject a Union request to post Motor Vehicle Craft positions pursuant to the provisions of Article 39.2.A.6 or 39.2.A.7?

Response: No.

21. Can typing requirements be added to a vacant duty assignment?

Response: Typing requirements can be added to a vacant position for which no official published typing requirement exists, provided the typing requirement is reasonably related to the duties of the job.

22. What position is assigned to the bargaining-unit duties associated with the Rail Management Information System (RMIS) at Bulk Mail Centers?

Response: The Vehicle Operations Assistant position.

23. Are Motor Vehicle Operators required to fuel their assigned vehicles?

Response: When an installation has a vehicle maintenance facility and is equipped with manually operated bulk fuel tanks, Motor Vehicle Craft employees will normally fuel vehicles of that installation, unless it is impractical due to distance or other compelling factors, in which case, the vehicle operator may be required to gas his/her assigned vehicle. If an installation is equipped with bulk gasoline tanks and there is no vehicle maintenance facility in that installation the vehicle operator may be required to gas his/her assigned vehicle. At facilities with automated fueling systems, the driver fuels his/her assigned vehicle.

Except in states where the purchase of commercial fuel is outside the USPS maintenance facilities and fueling of vehicle is prohibited; such as New Jersey, Oregon, etc.

24. Are Motor Vehicle Craft employees allowed to bid on vacant Motor Vehicle Craft duty assignments when they are temporarily detailed to nonbargaining-unit positions?

Response: No and they cannot exercise Article 12 retreat rights.

25. What happens to the duty assignment of a full-time Motor Vehicle Craft employee detailed to a nonbargaining unit position, including a nonbargaining-unit training position, in excess of four (4) consecutive months?

Response: The position is declared vacant and posted for bid. Upon return to the craft the employee becomes an unassigned regular. A Motor Vehicle Craft employee temporarily detailed to a nonbargaining-unit position will not be returned to the craft solely to circumvent the provisions of Article 39.2.A.9.

26. Are Motor Vehicle Craft employees entitled to out-of-schedule premium when detailed to nonbargaining unit positions?

Response: No.

27. If a full-time unassigned Tractor-Trailer Operator or Motor Vehicle Operator is the successful bidder on a 39.1.J temporary holddown and the annual bid process occurs, does the holddown continue?

Response: The holddown continues provided that the full-time regular employee who was absent maintains the same assignment and remains absent from the assignment as long as the employee assigned to the holddown remains an unassigned full-time regular or full-time flexible Tractor-Trailer or Motor Vehicle Operator. Unassigned employees that are not on holddowns may bid on duty assignments that are vacant for ten (10) or more days; in accordance with the provisions outlined in Article 39.1. J

28. Which employees must possess a Commercial Driver's License (CDL)?

Response: Tractor-Trailer Operators, Motor Vehicle Operators and vehicle maintenance personnel who operate commercial vehicles must possess a CDL. Other Motor Vehicle Craft employees (i.e., body and fender specialist, painters, etc.) are not required to have a CDL except in those situations where the installation has determined that such employees will drive a commercial vehicle off of postal property in the performance of their duties. These employees may continue to be required to drive all types of vehicles on postal property without a CDL.

29. Can Lead Automotive Technicians (PS-09) and/or Lead Automotive Technicians (PS-10) bid on vacant Automotive Technician duty assignments?

Response: Lead Automotive Technicians (PS-09) and Lead Automotive Technicians (PS-10) may not bid on an Automotive Technician position because it is outside their occupational groups. However, such employees may make written application for a residual vacancy for any Motor Vehicle Craft position.

30. How is an Automotive Technician duty assignment filled?

Response: Automotive Technician positions are posted for bid to Level 7 employees who are automotive technician qualified and current automotive technicians, with the position(s) awarded on a senior basis among the qualified bidders.

31. How is a vacant Lead Automotive Technician (PS-10) duty assignment filled?

Response: It is posted for bid to all current Lead Automotive Technicians (PS-09) and Lead Automotive Technicians (PS-10), and is awarded to the senior Lead Automotive Technician bidder, regardless of level. If the posting does not result in a successful bidder, the position is filled on a best qualified basis within the Motor Vehicle Craft.

32. When all motor vehicle maintenance duty assignments are posted pursuant to Article 39.2.A.7, can Automotive Mechanics and Automotive Technicians compete with each other for positions, and can the Lead Automotive Technician (PS-09) and Lead Automotive Technician (PS-10) compete with each other for positions?

Response: Article 39.2.A.8 provides that employees bidding pursuant to Article 39.2.A.6&7 may bid only on those duty assignments that have the same position designation. Therefore, Automotive Mechanics can only bid on Automotive Mechanic duty assignments, Automotive Technicians can only bid Automotive Technician duty assignments, Lead Automotive Technician (PS-09) can only bid on Lead Automotive Technician (PS-09) duty assignments and Lead Automotive Technician (PS-10) can only bid on Lead Automotive Technician (PS-10) duty assignments.

33. Is the two-hour change in starting time identified in Article 39.2.A.4 cumulative?

Response: Yes, with the cumulative period beginning the effective date of the current National Agreement and ending when the Agreement expires.

34. Does a current position description assigned to the Motor Vehicle Craft include the function of familiarizing and qualifying employees on power industrial equipment?

Response: The Driver Safety Instructor.

35. How is the Driver Safety Instructor selected?

Response: On a best qualified, office wide basis, regardless of craft.

36. Are Motor Vehicle Operators required to have a Class A Commercial Driver's License?

Response: No, it is not the policy of the Postal Service to require the tractor-trailer driving test for a Motor Vehicle Operator position.

37. May a vacant duty assignment be reverted once it has been posted for bid and no bids are received?

Response: Normally a duty assignment will be filled once it has been posted for bid (See Handbook EL-312, Chapter 7). There may be, on occasion, an exception where a vacant duty assignment may be left open after it has been posted with no successful bidders. However, these exceptions must be operationally justified, and will be limited to changes such as those occurring through mechanization and technological changes, transportation changes, etc.

38. Must an employee have a certificate of vehicle familiarization and safe operation for all vehicles that he/she operates while on duty?

Response: Yes, to receive a certification of vehicle familiarization and safe operation, employees must have a valid state driver's license, pass the Postal Service driving test, and have a satisfactory driving history.

39. May a supervisor perform intermittent dispatching duties for the purpose of providing relief to the Vehicle Operations Assistant or because of unforeseen circumstances?

Response: Yes; however, a supervisor should not have to perform dispatching duties for more than one (1) hour per day plus breaks.

40. Can management require random drug testing?

Response: Department of Transportation regulations provide that employees who drive a vehicle weighing over 26,000 pounds are subject to pre-employment, random, reasonable suspicion, and post-accident testing.

In addition, employees returning to duty after alcohol or drug treatment may also be subject to return-to-duty and unannounced follow-up testing. Any employee who has acquired or uses a commercial driver's license during the course of his/her postal employment must be randomly drug tested, including career employees and supervisors.

41. What is the testing cycle regarding random drug and alcohol testing for employees holding a commercial driver's license (CDL) in accordance with DOT and Federal Motor Carrier Safety Administration (FMCSA)?

Response: The cycle for random drug and alcohol testing is 14 days. Employees randomly selected for a DOT drug and or alcohol test, may be scheduled for a test(s) at any time and on any day the employee is on duty performing safety-sensitive functions during this 14-day cycle. Employees at home while on approved leave should not be required to go to a medical facility to submit to random or follow-up testing.

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

Response: Currently, employees operating tractor-trailers to transport LLVs, mini vans and other delivery vehicles via multi-unit transfer equipment are compensated at the Level 8 rate. Employees using pick-up trucks with three-car carriers attached are compensated at Level 7. In each case, the employees involved must be properly licensed and qualified to operate the equipment.

43. What categories of vehicles may be excluded from the count of vehicles at a vehicle maintenance facility?

Response: The count of active vehicles should exclude vehicles for sale, vehicles not maintained by postal employees, and vehicles in storage. However, trailers are considered vehicles in this situation.

44. Is there currently a handbook that establishes guidelines for the proper loading of postal equipment used in transportation of mail?

Response: Yes, Handbooks PO-502 and PO-701.

45. Are Motor Vehicle Craft employees required to purchase tools, tool kits, and equipment which is required to perform their duties?

Response: No, necessary tools and equipment are provided by the Postal Service.

46. Is the Union involved in the process of developing a tool list?

Response: Yes. The Union provides input at the National Level regarding the adequacy of tools which are provided to Motor Vehicle Craft employees. The Union also provides advice at the Local Level regarding the adequacy of replacement tools.

47. Does the Union have the opportunity to examine and comment on new type vehicles?

Response: In the interest of safety and health and other appropriate considerations, properly certified National representatives of the Union will be given an opportunity to examine and comment on new type vehicles during the developmental stage.

48. Is the employee or Union provided the opportunity to be present at the inspection of an employee's lockers and tool kits?

Response: Any time that tool kits or lockers of employees are to be inspected, the Employer agrees that, except in matters where there is reasonable cause to suspect criminal activity, a steward or the employee shall be given the opportunity to be present at any inspection of employees' lockers. For a general inspection where employees have had prior notification of at least a week, the above is not applicable.

49. Are Motor Vehicle Craft employees entitled to night differential when required to change their schedule for training?

Response: Full-time Motor Vehicle Craft employees who participate in on-the-clock training are paid for the night differential they would have received, if any, had they worked their regularly scheduled hours.

50. How are Motor Vehicle Craft employees selected for training opportunities?

Response: On a fair and equitable basis, consistent with service needs, with volunteers receiving first consideration.

51. What is the process for resolving Department of Transportation medical disputes?

Response: An employee may appeal an adverse result of a certifying examination to the District Occupational Health Services office with a copy of the concern, without revealing the medical condition in question, to their immediate supervisor. If necessary, the employee may ask for an independent third-party medical assessment by a physician jointly chosen by the Postal Service and the employee. The results of the independent review will stand as the final decision. The Senior Area Medical Director will not have the authority to reverse or alter the results of a certified medical examiner's determination of employee's fitness or be involved in the process.

52. Is a Senior Area Medical Director (SAMD) a physician?

Response: Yes.

53. What process is used to schedule physicals which are required by the Department of Transportation?

Response: Department of Transportation physicals are scheduled by postal management, occur on the clock and are paid for by the Postal Service. Physicals are provided upon request by the Postal Service with a contract supplier.

54. A driver is instructed to report for an alcohol test and a drug test within two (2) hours of an accident. Does the driver remain on the clock until the testing is completed? Is the driver required to take both the drug and the alcohol test?

Response: Yes, the driver will remain on the clock until both tests are administered. The employee is required to take both tests.

55. In a return-to-duty situation, is the employee required to take both an alcohol and a drug test?

Response: No. An employee who tested positive for alcohol will be required to take a return-to-duty alcohol test. An employee who tested positive for drugs will be required to take a return-to-duty drug test.

56. Are employees allowed to use their annual or sick leave after testing positive for drugs or alcohol?

Response: Employees are allowed to use sick or annual leave upon scheduling an appointment with the Substance Abuse Professional.

57. May an employee be scheduled for a drug or alcohol test while on overtime?

Response: Normally, a drug test may be scheduled during an employee's regular workday with the anticipation that the test will be completed by the end of the employee's tour. There may be circumstances, however, that may cause the employee to continue on overtime while the test is completed. Generally, this occurs when an employee is unable to immediately provide a specimen or a specimen of sufficient quantity for the drug test. In such case, the employee will be required to consume up to, but not more than, 40 fluid ounces in a three-hour period during which time the employee will be directed to attempt to provide another specimen. Other circumstances may also require an employee to be tested while on overtime. These situations include, but are not limited to, an employee having a covered vehicle accident while on overtime. Accordingly, the Postal Service is not precluded from directing an employee to be tested for drugs when overtime is involved.

58. Are employees who test positive for drugs or alcohol at a fitness-for-duty physical treated the same as those who fail a Department of Transportation drug and/or alcohol test?

Response: No, it is agreed that during a fitness-for-duty examination a urinalysis test may be required in the judgment of the examining Medical Officer, in accordance with the Employee and Labor Relations Manual, Section 864.33. If an employee's urinalysis is confirmed as positive, management may also refer the employee to the Employee Assistance Program.

The Postal Service will not discipline employees solely on the basis of a positive drug test but will give them an opportunity to overcome their drug/alcohol problems. Postal Service policy on this issue is described fully in Section 941.3 of the Employee and Labor Relations Manual.

59. What is the proper form to use for a Department of Transportation physical?

Response: The Physical Examination Form, which meets the requirements of the Department of Transportation, is to be used by the Examiner for the certification exam. PS Form 2465 is no longer used for Department of Transportation physicals.

60. Are motor vehicle maintenance employees entitled to work clothes?

Response: The Postal Service provides all motor vehicle maintenance employees with work clothes in accordance with Article 26.3 and ELM 932.

61. Are motor vehicle maintenance employees provided dual lockers?

Response: A dual locker system is provided to motor vehicle maintenance employees in order to segregate employee work clothes from street clothes.

62. Does the Motor Vehicle Craft recognize and use occupational groups?

Response: Yes, occupational groups are used for establishing Motor Vehicle Craft duty assignments. Normally occupational groups are used to establish sections and to determine seniority. Occupational groups are denoted by the terms: occupational group, occupational code or position designation. Occupational groups shall be determined by position designation and level.

63. When an employee who failed mandated DOT Drug or Alcohol tests are required and referred for initial Substance Abuse Professional treatment, who pays for it?

Response: The Postal Service will pay for the initial treatment evaluation. If the employee is required to have additional treatment by a Substance Abuse Professional, the cost will become the responsibility of the employee and/or their insurance carrier.

64. When an employee is unable to be called upon at any time to operate a commercial motor vehicle (CMV), even on an occasional or emergency basis, is that employee who possesses a commercial driver's license (CDL) required to remain and participate in Department of Transportation (DOT) drug and alcohol pools and testing?

Response: The Postal Service will not require the employee to remain and participate in DOT drug and alcohol pools and testing if the employee is unable to be called upon at any time to operate a commercial motor vehicle even on an occasional or emergency basis. The employee would therefore be unable to perform their safety sensitive position. Upon being cleared to return to their safety sensitive position, the employee must be ready and able to operate a commercial vehicle even on an occasional and emergency basis prior to being returned to the drug and alcohol testing pool.

65. Are Postal Employees subject to the Hours-of-Service limits contained in the Federal Motor Carrier Safety Regulations?

Response: No, any transportation performed by the Federal Government is exempt.

66. Are the DOT work rules utilized when considering the conversion of existing Transportation Highway Contract Routes (HCRs) to Postal Vehicle Service?

Response: Yes. The parties will use DOT work rules and an appropriate mix of bargaining unit costs as submitted by APWU during such consideration.

67. Must the USPS provide the Union with the cost of contracts under Article 32.2?

Response: Yes, the provisions of Article 32.2.F states that "for all routes for which the Union submitted a cost comparison, if the contract is awarded, the Union will be furnished the cost of such contract.

68. Can the USPS have a policy that requires automatic and permanent revocation of driving privileges?

Response: No. The mere fact that an employee was involved in a vehicle accident is not sufficient to warrant automatic suspension or revocation of driving privileges or the automatic application of discipline. Each incident should be individually investigated to determine whether revocation is appropriate.

69. Can the USPS revoke or suspend an employee's driving privileges when the on-duty record of that employee shows that the employee is an unsafe driver?

Response: Yes.

70. When the opportunity for conversion to full-time occurs, who is converted?

Response: The part-time flexible with the highest standing on the rolls would be the part-time flexible who was hired first into the occupational group in the installation.

71. For purposes of conversion to career status, and for bidding or opting for a new work PSE to holddowns in Article 39.1.J, does the part-time flexible and new work PSE with the highest "standing on the roll" language in Article 39 mean the part-time flexible and new work PSE who was hired first into the occupational group in the installation?

Response: Yes.

72. Would Motor Vehicle Service Craft employees be required to sign a medical record release to receive a DOT physical?

Response: No. Employees will not be required to sign a medical record release to receive a DOT physical. The Federal Motor Carrier Safety Administration (FMCSA) does not require the medical examiner to provide a copy of the medical examination report to the employer.

73. Does the Postal Service require a DOT physical where they are not required under the applicable state intrastate standards?

Response: No. Each state has its own procedure for completing the self-certification process, so USPS applicants/employees with an intrastate CDL should be directed to their local Department of Motor Vehicles or their state's equivalent for appropriate guidance. Additionally, these individuals are still bound by their state's medical requirements regarding intrastate CDL licensing. The Postal Service will not require DOT physicals where they are not required under the applicable state intrastate standards provided the MVS employee has completed the self-certification process.

74. Does the Postal Service have a policy that automatically disallows insulin dependent diabetics with a valid commercial driver's license from operating a U.S. Postal Service commercial motor vehicle which weighs 26,001 pounds or greater?

Response: No. Such drivers must now undergo an individual medical assessment to determine if they are qualified to operate a U.S. Postal Service commercial motor vehicle.

75. Can MVS Career employees have split days off?

Response: Employees occupying FTR duty assignments in postal installations which have 200 or more workyears of employment in the regular workforce, career employees in mail processing operations, transportation and vehicle maintenance facility operations will have consecutive days off, unless otherwise agreed to by the parties at the Local Level.

76. Are MVS part-time flexible employees subject to DOT physicals and drug tests?

Response: All MVS employees that perform a safety sensitive position are required to have the same DOT physicals and are subject to the same DOT drug testing rules.

Medical exams related to an employee's CDL will be scheduled with a DOT/FMCSA certified examiner at no cost to the employee. Any additional medical testing and /or exams required to determine an employee's suitability in connection with a DOT/FMCSA medical exam, will be paid for by the Postal Service until an initial determination is made. If the employee is found medically unfit, the employee will be responsible for the cost for any treatment and/or medical test or appointment he/she obtains, including medical information used to dispute the determination. If the employee is found medically fit by the certified examiner there is no further review necessary.

77. Is it the policy of the USPS to issue discipline if Estimated Repair Time (ERT) is exceeded?

Response: No, the USPS cannot cite a failure to perform work within an ERT, whether once, twice or multiple times, as a basis for discipline. It cannot otherwise use ERTs as a gauge of work pace for purposes of evaluating employee performance.

78. Can management require the posting of all PVS schedules as a result of an audit review process such as Zero Base or any other subsequent surveys or audits?

Response: No. Article 39.2 provides the basis for the posting of duty assignments in the Motor Vehicle Craft. Any newly established duty assignments that may be created through the application of an audit review process or any subsequent survey or audit may be posted pursuant to this contractual provision.

79. Does the term "Field Level" in Article 32.1.C encompass Local as well as District and Area decision making?

Response: Yes.

80. When a decision has been made at the Field Level to subcontract bargaining unit work, will the Union at the Local Level be given notification in accordance with Article 32.1.C?

Response: Yes. **However, where work is subcontracted pursuant to a master agreement the Local Union need only be notified when the master agreement is entered into, and not when each service is to be performed thereunder. Article 32.1.C does not require notification before a decision to subcontract is made, however, the Local Union Article 32.1.C notice is required prior to the beginning of the work being subcontracted is performed.**

81. For highway contract routes that meet the Article 32.2 criteria, is the required Union notification done at the National Level?

Response: Yes.

82. Are MVS new work postal support employees (PSEs) allowed to transfer between postal installations or Districts?

Response: No.

83. Is it appropriate to abolish residual Tool and Parts Clerk positions and establish General Clerk positions when Tool and Part positions become vacant?

Response: No. The Tool and Parts Clerk position is a viable senior qualified position for all Motor Vehicle employees.

84. What is the current policy on the timely repair of air conditioning in Postal Vehicle Service (PVS) vehicles?

Response: Cargo vans, tractors, and spotters purchased with air conditioning must have the air conditioning system maintained as designed. During summer months or times when the temperature is expected to exceed 75 degrees, these vehicles must have the air conditioning system repaired within one (1) week from the date the VMF is notified. In the event parts must be ordered to perform the repair, the vehicle may be placed back in service for a period of up to one (1) week until the parts are received. When the heat index is above 100, the vehicle must be repaired

immediately and not delayed for the one (1) week. Parts must be ordered in an express manner when the weather conditions are expected to exceed 75 degrees. Air conditioning repairs may be postponed until the scheduled maintenance occurs when that delay would exceed the one-week time frame if temperatures are projected to remain below 75 degrees for the entire time until the next scheduled maintenance.

85. Must the Union file any and all article 32.2 grievances at the National level and is the Supplying Principles and Practices (SPP) a Postal Service Handbook or a Manual?

Response: No, The Union may file an alleged violation of Article 32.2 at the appropriate step of the grievance and arbitration process based on the facts and circumstances of the issue. The Supplying Principles and Practices (SPP) is not a Postal Service Handbook or a Manual; it is an internal management guidance.

86. Is the Schedule Examiner bargaining unit work?

Response: The Schedule Examiner is bargaining unit work, and supervisors (and EAS employees) cannot perform bargaining unit work unless one of the exceptions provided for in Article 1.6 applies**. This also applies when conducting Zero Base or similar management reviews.**

87. What is the level of a Driver Safety Instructor?

Response: The Driver Safety Instructor's position was upgraded from the level PS-07 to the level PS-08 in 2017.

88. Is it permissible for a Supervisor to perform the duties of a Clerk Vehicle Dispatcher?

Response: It is permissible for the Supervisor, Transportation Operations (STO) to perform dispatch duties intermittently for the purpose of providing relief or for unforeseen circumstances. However, a Supervisor should not perform dispatching duties for more than one (1) hour per day, including lunch and breaks. It is appropriate to post these jobs for bid when there are sufficient workhours and in the event there are insufficient workhours to justify a full-time assignment, these duties must be performed by bargaining unit employees of the MVS Craft.

89. Are USPS Drivers exempt from certain DOT requirements?

Response: USPS drivers holding a CDL are required to self-certify to their state that they operate or expect to operate in "in excepted interstate commerce" which will result in PVS drivers being exempt from the interstate requirements.

A USPS driver excepted from the interstate requirement, after self-certification will still be allowed to cross state lines in the course of performing their driving duties with the USPS. In addition, the Postal Service will instruct the medical contract unit performing the DOT medical examinations that all PVS drivers holding a CDL are excluded from the DOT interstate requirement and the only requirement for MVS positions is an intrastate CDL, provided the driver has self-certified to their state.

90. Are PVS drivers required to use scanners as part of the Surface Visibility (SV) program?

Response: Yes, although no group of employees have exclusive jurisdiction over the use of hand-held scanners and scanning may be performed by any craft as an integral part of their duties.

91. Do Regional Instruction (RI) 399 Procedures apply to the Motor Vehicle Service Craft?

Response: No, the Motor Vehicle Service Craft is not a party to the April 29, 1992 MOU, Re: RI 399 Dispute Resolution Procedures (DRP). In addition, subsequent MOUs and/or updates to RI 399 DRP and mail processing inventories do not apply to the Motor Vehicle Craft.

92. How should the vehicle cost as a line item on the Article 32.2 cost comparison be calculated?

Response: The vehicle cost should be depreciated over the service life of the vehicles (See Handbook PO-701, Exhibit 221.211) currently at the rate of $1/8^{th}$ the cost of the trucks and $1/12^{th}$ the cost of the trailers until the vehicles has been depreciated. If the vehicles are still in service at the end of the service life, these costs will no longer be included in the Article 32.2 cost comparison.

93. What is the approved Consent form and time limitation for limited queries of the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Clearinghouse?

Response: The approved Clearinghouse Consent form for limited queries is dated November 23, 2020 which is part of the Step 4 settlement in Q18V-4Q-C20375622/HQTV20200376. This consent and authorization is valid for two (2) years from the date it is signed. The consent will no longer be valid if the employee is not in a safety sensitive position which requires a CDL.

94. Would Motor Vehicle Craft employees be required to use their personal cell phone in the performance of their duties?

Response: No. Employees are not required to use their personal cell phone in the performance of their duties. Supervisors should only attempt to contact employees via phone at their scheduled stops and not while driver is on the road. Motor Vehicle Craft employees may pull off the road to use a cell phone, provided there is a safe location to do so.

95. May Rural Letter Carriers bid on Driver Safety Instructor (DSI) positions?

Response: No. Rural letter carriers are not eligible to bid under Article 39.2.A.11, for DSI positions in the installations or facilities where DSI positions are domiciled. Rural Letter carriers may apply for DSI positions in accordance with Article 39.2.A.11. Qualified applicants from the rural letter carrier craft for DSI positions shall only be considered in accordance with Article 39.2.A.11

under the "by other means" provision, which states in part, "…the residual vacancy shall be filled by qualified applicants in the following order: Motor Vehicle Craft within the Installation, APWU crafts within the installation, other crafts within the installation, transfers, and then by other means. Once selected for a DSI position the employee will be placed in the Motor Vehicle craft."

96. Does the Employee Labor Relations Manual (ELM) Section 422.125 take precedent over the Motor Vehicle Service (MVS) Postal Support Employee (PSE) Salary Exception MOU's?

Response: No. The MOU's covering salary exceptions take precedent over the language of ELM 422.125 (See ELM 421.1(a)). MVS employees with a special salary rate are held in place and will not advance to the next salary rate until their Form 50 grade and step catches up through the normal step progression.

Commercial Driver's License (CDL) Training Automotive Mechanics and Technicians

(Memorandum of Understanding 8/18/15)

- Local Vehicle Maintenance management may optionally require applicants to obtain a Commercial Driver's License within 89 days of employment or bid assignment. Not all vehicle maintenance employees will be required to obtain a CDL. Applicants are not required to have a CDL prior to appointment.
- The CDL requirement for these positions should be reasonably related to the position hired or promoted. For example, an Automotive Mechanic whose job duties require the road test of endorsement for operation a vehicle being serviced that requires a CDL endorsement for operation.
- Applicants hired into these VMF positions requiring CDLs will be required to have successfully passed the CDL written test and obtained a temporary operator's permit (TOP) at the employee's expense within 30 days of hire. For these positions, the USPS will provide up to 40 hours of Driver Familiarization and Training within the first 60 days of hire. Training will be provided by a CDL certified Driver Safety Instructor (DSI) or Ad Hoc DSI. However, on a case-by-case basis, and strictly in consideration of individual fact circumstances, the Local parties upon input from the DS1 may agree to extend this allotted time based upon input from the DS1.
- The USPS will allow employees for these positions to utilize USPS equipment to take the CDL Road Test.
- The parties agree it is in the best interest of all parties for Local management to make the employee and DSI available for the CDL training, according to the time schedule listed above for these positions.
- For any disputes which may arise regarding the application of this provision, the matter may then be referred to the National Level for resolution.
- If, after further discussion at the National Level the matter is not resolved, the issues would then be returned to the Local parties through normal application of the Article 15 provisions.
- Any newly-hired career employee, that has not successfully obtained their CDL for these positions due to not receiving the training as stipulated above will not be separated on the 89th day of employment unless it is specific to conduct or job performance, or separated for lack of work.
- Any newly-hired career employee, that has not successfully obtained their CDL for these positions within 89 days, but has desirable automotive skills, Local management may optionally retain the employee as long as no other contractual provisions are violated.

- Any Motor Vehicle Craft employee who is promoted into an Automotive Mechanic Technician position with a CDL requirement and meets the minimum qualifications except for the CDL and fails to complete the training and obtain their CDL within 89 days but has desirable automotive skills, Local management may optionally retain the employee as long as no contractual provisions are violated.
- Any Motor Vehicle Craft employee who was promoted into an Automotive/Technician position with a CDL requirement and fails to complete the training and obtain their CDL within 89 days will be able to return to their former occupational group.
- Although the intent of this MOU is to enhance the hiring, and recruitment, and retention of applicants or employees who have yet to obtain a CDL prior to appointment, it is further agreed that in job postings and/or hiring announcements where possession of valid CDLs are indicated as a requirement, local application of this settlement should not serve as a mechanism to circumvent the above provisions for applicants to obtain a CDL endorsement in those facilities wherein this is required. Further, this agreement is not to preclude current employees within the Motor Vehicle Craft from being afforded the same opportunity and consideration.
- Accordingly, the parties further agree that this settlement will permit Motor Vehicle Craft Mechanics, Technicians, and other employees in the Motor Vehicle Craft who would otherwise be minimally qualified, but do not possess CDL privileges to bid or apply for those Automotive Mechanic/Technician positions with that requirement. Furthermore, it is understood that this MOU does not constitute a waiver regarding the general requirement that an applicant for a Motor Vehicle Craft position must be minimally qualified.
- In addition, the parties agree that the settlement shall not create an obligation to train any other career employees, except those identified in this agreement.

Frequently Asked Questions & Answers on the Lead Automotive Technician and Automotive Mechanic Upgrade

This list of FAQs was jointly developed by the National American Postal Workers Union Motor Vehicle Craft and the U.S. Postal Service. Where examples are provided, those examples are not a definitive or complete list.

The parties agree that the Joint Questions and Answers constitute the agreement of the parties as to the interpretation and application of the listed specific issues.

1. **What will the new seniority dates be?**

   Employee seniority does not change, with the exception of employees in the former Junior Mechanic positions. The former junior mechanics upgraded to Automotive Mechanic positions have a new seniority date of March 24, 2001.

2. **What level work is performing Preventive Maintenance Inspections?**

   Performing a PMI inspection is Level 9 & 10 work. Under the Duties and Responsibilities section of the Lead Automotive Technician, PS-09 & 10 position description, number 5 states "Conducts vehicle inspections" and refers to entering ERT times, determining the necessary repairs to be made.

3. **What level of work is working on the compressed natural gas system?**

   This is Level 8 work.

4. **What level of work is the repair and maintenance of the fuel delivery system?**

   When the nature of the repair and maintenance include the use of computers or similar scan tools, this is Level 8 work because of its complexity. The repair and/or replacement of fuel pumps, fuel filters, fuel lines, injectors and carburetors is Level 7 work.

5. **What level of work is performing a front-end alignment?**

   Front-end alignments that are performed on computer-controlled equipment is Level 8 work. Front-end work performed with non-computerized equipment is Level 7 work.

6. **What level of work is performing engine diagnostics?**

   Engine diagnostic work is Level 8 work when it is performed either by accessing engine codes or by using scanners or other computer operated test equipment. When engine diagnostics are performed using mechanical equipment or visual means, it is Level 7 work.

7. **What levels of work are battery replacement, light bulb replacement and tire replacement?**

   These are *not* Level 8 or higher-level duties because there is no complex equipment used to diagnose or repair these items.

8. **What level of work is performing a transmission diagnosis?**

   Transmission diagnostics and repair is Level 8 work when it involves transmissions controlled by computers or electronic modules, or it involves the internal hydraulic systems. Visual diagnostics is Level 7 work and mechanical repair is Level 7.

9. **The Automotive Mechanic, PS-07 position description in the "Functional Purpose" section states "Troubleshoots, diagnoses, and performs routine repairs..." What does this mean?**

   The key word in this sentence is "routine." "Routine" does not include the use of diagnostic equipment or schematics to complete those functions that fall within the job description of the Level 7 Automotive Mechanic. The repair/replacement of brake mechanical/hydraulic components, exhaust, and suspension components (i.e., shock absorbers & springs) are considered routine repairs as are the replacement of switches and fan motors.

10. **If a Level 8 Automotive Technician position becomes vacant, can a Level 9 or Level 10 bid for that position? What is the pecking order for filling a Level 8 position?**

    A Level 9 or 10 may not bid for a Level 8 position because it is outside their occupational group. He/she may make written application for a residual vacancy for any Motor Vehicle Craft position. The pecking order for filling a Level 8 position would be that it would be posted for bid and the senior bidder who is either a Level 7 who is qualified to be an Automotive Technician or a Level 8 Automotive Technician, would fill that position on a seniority basis.

11. **When an employee vacates a Level 8 job, and that job is reposted, at what level should it be reposted?**

    The job should be re-posted as a Level 8 job, and posted to all current Level 7s who are qualified and Level 8s for bid. It should be awarded on a seniority basis among the qualified bidders. When a Level 10 job is vacated, at what level should that job be re-posted?

    The vacated Level 10 job should be posted at Level 10 and open for bid to all current Level 9s and Level 10s. It should be awarded on a seniority basis from among the qualified bidders. If there are no successful Level 9 or 10 bidders, it should be awarded to the best qualified within the MVS Craft.

12. **When a Level 10 job is vacated, at what level should that job be re-posted?**

    The vacant Level 10 job should be posted as Level 10 and open for bid to all current Level 9s and level 10s. It should be awarded on a seniority basis from among the qualified bidders. If there are no successful Level 9 or Level 10 bidders, it should be awarded to the best qualified within the MVS Craft.

13. **When the Union requests to have all of the VMF jobs posted in accordance with Article 39.2.A.7, can the Level 7s and Level 8s bid in competition with each other for the positions, and can the Level 9s and Level 10s bid in competition with each other?**

    No, Article 39.2.A.8 specifically states, "Employees bidding pursuant to 6 or 7 above may bid only on those duty assignments that have the same position designation". Therefore, all Level 7s can only bid on Level 7 jobs, all Level 8s can only bid on Level 8 jobs, all Level 9s can only bid on Level 9 jobs and all Level 10s can only bid on Level 10 jobs.

14. **Are Junior Mechanics who became Level 7 Automotive Mechanics as a result of the upgrade, automatically considered qualified for the new Automotive Mechanic Level 7 duty assignment?**

    Yes. They have been *"grandfathered"* in, and are considered qualified to hold a Level 7 Automotive Mechanic duty assignment.

15. **What qualification standards and KSAs are to be used for each new position until the new qualification standards are put into place?**

    The new Level 7 Automotive Mechanic will use the old qualification standards and KSAs formerly used to fill the Level 5 Junior Mechanic positions.

    The new Level 8 Automotive Technician qualification standards and KSAs will be the formerly used Level 6 Automotive Mechanic (old) qualification standards and KSAs.

    The new qualification standards and KSAs for both the Level 9 Lead Automotive Technician and the Level 10 Lead Automotive Technician will use the qualification standards and KSAs *formerly* used for the Level 7 Lead Automotive Mechanic.

    These will be in effect until the new qualification standards are issued.

16. **If a light/limited duty employee is performing the core duties of their position, or are being provided an accommodation, are they eligible to be upgraded?**

    Employees who perform their core duties with reasonable accommodation are eligible to be upgraded as a result of the MOU.

ARTICLE 40
OPERATING SERVICES CRAFT

The Operating Services Craft covers bargaining unit employees at Operating Services, Headquarters and Facility Services, Merrifield, VA.

Article 40.3

EMPLOYEE CLASSIFICATION

The Employer shall staff the bargaining units as defined in Article 1 of this Agreement with full-time employees and postal support employees (PSEs) as deemed necessary to carry out the mission of the U.S. Postal Service.

Full-time employees shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to work schedules consisting of five (5) eight (8) hour days in a service week.

The PSE workforce shall be comprised of noncareer bargaining unit employees. In the Operating Services Craft, the total number of PSEs used will not exceed 10% of the total number of career Operating Services Craft employees.

Article 40.8.A.2

OVERTIME

Article 8, Sections 1; 2.A, B, C; 4.A, B, **C, D,** F; 6; and 7 of this Agreement apply to Operating Service Craft employees. **The employer is not required to utilize employees at the penalty overtime rate if volunteers who are not yet entitled to penalty overtime are available to work the overtime assignment.**

As additional JCIM entries for Article 40 are developed they will be recorded at this Article

ARTICLE 41
MATERIAL SUPPORT CRAFT

There is currently one (1) installation covered by Article 41: The Material Distribution Center in Topeka, KS.

Article 41.1.A

DUTY ASSIGNMENT

The terms *duty assignment* and *position* are used interchangeably in Article 41. However, the definition of *duty assignment* states in part "within recognized positions." This reflects the fact that there are numerous individual duty assignments which fall under a single position description. A duty assignment can be full-time regular or part-time regular. Full- time flexible and part-time flexible employees do not occupy duty assignments.

Article 41.1.B

PREFERRED DUTY ASSIGNMENT

The term *preferred duty assignment* refers to an assignment for which an employee submits a bid.

Article 41.1.C

BID

A bid is used when a full-time regular applies for a duty assignment filled on a senior-qualified basis. Management may establish alternative bidding procedures (such as telephone or computerized bidding) to supplement or eliminate written bids. In the absence of such procedures, a bid must be in writing.

Article 41.1.D

APPLICATION

An application is used when a full-time regular applies for a "best qualified" duty assignment. An application is also used by a part-time flexible employee who applies for conversion to a full-time vacancy filled on either a senior qualified or best qualified basis.

Article 41.1.F

ABOLISHMENT

Abolishment is the elimination of an *occupied* duty assignment.

Article 41.1.F

REVERSION

Reversion is the elimination of a *vacant* duty assignment in accordance with the provisions of Article 41.3.A.2.

Article 41.2.D.2

SENIORITY TIEBREAKER

If social security numbers are needed to break a tie, the employee with the lower number is senior to the employee with the higher number. The tiebreaker is based on the last three (3) digits of the social security number. If the last three (3) digits are the same, four (4) digits are used, then five (5) digits, etc., until the tie is broken.

Article 41.2.E.5

SENIORITY EXCESSING

A full-time employee excessed from another APWU craft into the Material Support Craft remains a full-time employee, with all the rights of a full-time employee, despite beginning a new period of seniority.

Article 41.2.F

SENIORITY - GENERAL

When determining the correct seniority date, Article 41.2.F.3 must be read in conjunction with Article 12, Section 2.

A Material Support Craft employee voluntarily reassigned to and returned from another installation within ninety days retains his/her seniority, including time spent in the other installation. When an employee does not return within ninety days, the provisions of Article 12, Section 2.E apply. If the period is longer than ninety days but within one (1) year, employees retain the seniority they had when they left, without credit for time spent outside the installation. If an employee returns after a period of longer than one (1) year, the employee begins a new period of seniority.

Article 41.2.F.3 only applies when a Material Support Craft employee returns from a different installation within ninety (90) days. It does not apply when an employee leaves the APWU bargaining unit to either another bargaining unit or a nonbargaining unit position within the installation. For either of those situations, the provisions of Article 12, Section 2 apply.

Article 41.2.G.2

NONBARGAINING DETAILS

An employee temporarily detailed to a nonbargaining unit position continues to accrue bargaining unit seniority regardless of whether the detail is to another installation. Likewise, an employee temporarily detailed to a bargaining unit position at another installation continues to accrue bargaining unit seniority.

The four-month period referred to in Article 41.2.G.2 must be consecutive. If an employee returns to the bargaining unit within four (4) months, and later begins another nonbargaining unit detail, the four-month period starts over. However, it is a violation of the National Agreement if an employee returns to the bargaining unit solely to prevent the employee's duty assignment from being posted for bid.

On the other hand, an employee may return to the bargaining unit for other reasons, such as to bid on a vacant duty assignment or because management determines the employee is needed to perform bargaining unit work. Management maintains the right to revert a duty assignment vacated due to a nonbargaining unit detail, provided the reversion is consistent the provisions of Article 41.3.A. The right to revert applies to all vacant duty assignments, including vacancies created by a full-time clerk who is on a nonbargaining unit detail for more than four (4) months.

PS FORM 1723

Management is required to complete PS Form 1723 to record the detailing of bargaining unit employees to nonbargaining unit positions. A new PS Form 1723 must be prepared for each period of assignment. A period of assignment begins when the employee is placed into the nonbargaining unit position and continues until the employee returns to the bargaining unit or begins a different nonbargaining unit detail.

OUT-OF-SCHEDULE PREMIUM

A bargaining unit employee detailed to a nonbargaining unit position is not entitled to out- of-schedule premium.

Article 41.3

POSTING AND BIDDING

Normally, once a duty assignment has been posted for bid, it will be filled consistent with the bidding procedure and, when necessary, Handbook EL-312. There may be, on occasion, exceptions wherein the Postal Service may leave vacant a duty assignment after it has been posted and no bids were received or there were no successful bidders. However, these exceptions must be operationally justified, and will be limited to changes such as those occurring through mechanization and technological changes, transportation changes, withholding, etc.

Article 41.3.A.3, 41.3.A.4, and 41.3.A.5

REPOSTING

A reposting is different from an abolishment. An assignment is considered "reposted" if it meets the requirements of Article 41.3.A.3, 41.3.A.4 or 41.3.A.5. Such assignment is not abolished since the duty assignment is not eliminated. Rather, the same duty assignment is reposted with the changes described in Article 41.3.A.3, 41.3.A.4 or 41.3.A.5.

An employee whose duty assignment is reposted and is not a successful bidder during the bid cycle which includes the employee's reposted assignment, becomes an unassigned regular on the date that the results of the posting are announced pursuant to Article 41.3.E.1.

Article 41.3.B

BIDDING

If alternative bidding procedures are established which supplement or eliminate written bids (such as telephone or computerized bidding), such alternative procedures can also be used to withdraw a bid.

Management may establish alternative bidding procedures (such as telephone or computerized bidding) to supplement or eliminate written bids. In the absence of such procedures, bids must be in writing.

Article 41.3.E

Article 41.3.E provides for the following:

- a time frame for posting a notice identifying the successful bidder;
- a time frame for placing the successful bidder in the new assignment;
- a 90-day work requirement for the successful bidder for any Material Support Craft duty assignment, other than Customer Service Clerk assignments, unless one of the four listed exceptions is met;
- a 365-day lock-in requirement for the successful bidder for any Customer Service Clerk duty assignment, unless one of the exceptions in Article 41.3.E.3 (a-d), is met.

Article 41.3.F

SECTION DEFINITION

Article 41.3.F requires the Local parties to establish sections within each installation. The sections are defined in the Local Memorandum of Understanding.

Article 41.4

The operation of powered industrial equipment that is powered by electric motor (battery) or internal combustion (flammable gases) requires the operators to have an appropriately endorsed Certificate of Vehicle Familiarization and Safe Operation. This is the case regardless of whether the operator walks behind or rides on the equipment to guide it.

ARTICLE 42
ENERGY SHORTAGES

In the event of an energy crisis, the Postal Service will make every reasonable attempt to secure a high priority from the appropriate federal agency to obtain the fuel necessary for the satisfactory maintenance of postal operations. In such a case, or a serious widespread energy shortage, the Postal Service and the APWU will meet at the National Level and discuss the problems and proposed solutions through the Labor-Management Committee provided in Article 17 of the National Agreement.

ARTICLE 43
SEPARABILITY AND DURATION

SEPARABILITY

Should any part of the National Agreement or any provision contained therein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect.

DURATION

Unless otherwise provided, this Agreement shall be effective **February 28, 2022** shall remain in full force and effect to and including 12 midnight **September 20, 2024.**

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