

1. assessing the effectiveness of EAPs operating inside and outside the USPS, and
2. developing on an ongoing basis the general guidelines with respect to the level of services and the mechanisms by which the services will be provided.

The Committee is not responsible for day-to-day administration of the program.

The Committee shall convene at such times and places as it deems appropriate during the term of the **2015** National Agreement. No action or recommendations may be taken by the Committee except by consensus of its members. In the event that the members of the Committee are unable to agree within a reasonable time on an appropriate course of action with respect to any aspect of its responsibility, the Vice-President, Labor Relations, and the National Union President shall meet to resolve such issues.

The Committee will submit to the Vice-President, Labor Relations, and the President of the Union, a comprehensive report on the general guidelines for changes, if any, in the level of EAP services and the mechanism by which the services will be provided.

The Committee is authorized to obtain expert advice and assistance to aid its pursuit of its objectives. The apportionment of any fees and expenses for any such experts shall be by consensus of the Committee.

The Employer and the Union agree that they will cooperate fully at all levels towards achieving the objectives of the EAP.

This joint effort will continue for the term of the **2015** National Agreement.

## ARTICLE 36 CREDIT UNIONS AND TRAVEL

### Section 1. Credit Unions

In the event that the Union signatory to this Agreement or its local Unions (whether called locals or by other names) presently operate or shall hereafter establish and charter credit unions, the Employer shall, without charge, authorize and provide space, if available, for the operation of such credit unions in Federal buildings, in other than workroom space.

Any postal employee who is an employee of any such credit union or an officer, official, or Board member of any such credit union, shall, if such employee can be spared, be granted annual leave or leave without pay, at the option of the employee, for up to eight (8) hours daily, to perform credit union duties.

### Section 2. Travel, Subsistence and Transportation

A. The Employer shall continue the current travel, subsistence and transportation program.

B. Employees will be paid a mileage allowance for the use of privately owned automobiles for travel on official business when authorized by the Employer equal to the standard mileage rate for use of a privately owned automobile as authorized by the General Services Administration (GSA). Any change in the GSA standard mileage rate for use of a privately owned automobile will be put into effect by the Employer within sixty (60) days of the effective date of the GSA change.

C. All travel for job-related training will be considered compensable work hours.

(The preceding Article, Article 36, shall apply to PSEs)

## ARTICLE 37 CLERK CRAFT

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

**A. Craft Group.** Those positions for which the Union has secured exclusive recognition at the national level.

**B. Duty Assignment.** A set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty.

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

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

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

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

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

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

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

**J. Currently Qualified.** Possessing a live record on all of the qualifications for a posted duty assignment, including scheme and/or the ability to key at the appropriate speed and accuracy on the appropriate keyboard, such that the employee can assume the posted duties of the duty assignment without the need for a deferment period.

**K. Live Record.** A record of qualification which makes an employee qualified, for bidding purposes, on a particular scheme, skill, or other qualification requirement. A live record begins when an employee qualifies on the requirement. Its duration is as follows:

1. Except for positions listed in Section 3.F.7, a live record lasts for two years after the employee ceases to perform the duties which require the skill.
2. For positions listed in Section 3.F.7, a live record lasts for five years after the employee ceases to perform the duties which require the skill.
3. A full-time regular employee is considered to cease performing the duties which require a skill when the employee no longer holds a bid requiring the skill.

**L. Brush-up Training.** Training provided to an employee who is a successful bidder or is assigned to a duty assignment for which the employee is deemed to be currently qualified.

(See Memo, page 234)

## **Section 2. Seniority**

### **A. Introduction**

1. The U.S. Postal Service and the APWU, Clerk Craft Division, AFL-CIO, agree to the following seniority principles which replace all former rules, instructions and practices.
2. This Article will continue relative seniority standings properly established under past instructions, rules, and practices and the Article shall be so applied. If an employee requests a correction of seniority standing, it is the responsibility of the requesting employee to identify and restate the specific instructions, rule or practice in support of the request.

### **B. Coverage**

These rules apply to all employees in the regular work force when a guide is necessary for filling vacant assignments and for other purposes. No employee, solely by reason of this Article, shall be displaced from an assignment the employee gained in accord with former rules.

### **C. Responsibility**

The Employer is responsible for day-to-day application of the seniority provisions of this Article. The installation head shall post and furnish a copy of an updated seniority list to the local union on a semi-annual basis, unless otherwise negotiated locally. The application of this Article shall be open to negotiation at the installation level with the designated official of the Union.

### **D. Application of Seniority**

1. Seniority for full-time employees for bidding and other purposes shall be applied in accordance with the National Agreement. This seniority determines the relative standing among full-time employees. It begins on the date of entry into the Clerk Craft in an installation and continues to accrue as long as service is uninterrupted in the Clerk Craft and in the same installation, except as otherwise specifically provided for.

## **2. Reassignment of Part-Time Flexible Employees to the Clerk Craft**

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.

## **3. Relative Standing on the Part-Time Flexible Roll**

a. Part-time flexible employees are placed on the part-time flexible roll in the order of the date of career appointment as a part-time flexible from a competitive Postal Service eligible register or other means. In cases of appointment of more than one employee to the part-time flexible roll on the same day from the same competitive register, their positions on the part-time flexible roll will be in accord with their standing on the Postal Service eligible register.

In cases of appointment of more than one employee to the part-time flexible roll on the same day from different registers, their positions on the part-time flexible roll will be determined in accordance with their scores on the entrance examination applicable to the position for which hired.

If a tie still exists, standing on the part-time flexible roll will be determined by the application of Section 2.D.4 below.

- b. A reinstated, reassigned, or transferred employee shall be placed on the part-time flexible roll ahead of one appointed from the register on the same day.
- c. Continuous time in the Clerk Craft in the same installation shall be used for vacation scheduling.

## **4. Seniority Tie Breaker**

Except as otherwise specifically provided for in this Agreement, when it is necessary to resolve a tie in seniority between two or more Clerk Craft employees, the following criteria shall apply in the order set forth below:

- a. Total continuous postal career service in the Clerk Craft within the installation.
- b. Total postal career service in the Clerk Craft within the installation.
- c. Total postal career service in the Clerk Craft.
- d. Total postal career service within the installation.
- e. Total postal career service.
- f. Total postal service.
- g. Total Federal service as shown in the service computation date.
- h. Numerical by the last three or more numbers

(using enough numbers to break the tie, but not fewer than three numbers) of the employee's social security number, from the lowest to highest.

5. **Changes in Which Seniority is Regained, Restored or Retained**

a. **Reemployment After Disability Separation.**

On reinstatement or reemployment after separation caused by disability, disability retirement, retirement or resignation because of personal illness and the employee so stated in the resignation and furnished satisfactory evidence for inclusion in the employee's personnel folder, the employee's seniority shall be the same as if employment had not been interrupted if reinstated or reemployed in the same postal installation and craft from which originally separated; provided application for reinstatement or reemployment is made within six months from the date of recovery. The date of recovery in the case of disability retirement must be supported by notice of recovery from The Compensation Group, Office of Personnel Management, and in the case of resignation due to illness, by a statement from the applicant's attending physician or practitioner. When reinstatement is to the part-time flexible roll, standing on the roll shall be the same as if employment had not been interrupted by the separation.

b. **Restoration.** On restoration in the same craft in the same installation after return from military service, the employee's seniority shall be the same as if employment had not been interrupted by the separation.

c. **Employees Electing Reassignment.** Any senior Clerk Craft employee in the same level and status in the installation may elect to be reassigned to the gaining installation in lieu of an involuntary reassignment of a junior employee.

(1) Senior regular clerks who elect to be reassigned to the gaining installation will take their seniority with them. Such senior employees who accept reassignment to the gaining installation do not have retreat rights.

(2) 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 bidding purposes shall include part-time flexible service in both the losing and gaining installations.

d. **Employees Requesting Transfer in Lieu of Excessing.** Any regular Clerk Craft

employee in an installation experiencing excessing from the Clerk Craft may request to transfer into residual vacancies within the District and/or within a one hundred (100) mile radius pursuant to Paragraph 7 of the MOU on Transfer Opportunities to Minimize Excessing.

(1) Regular clerks who voluntarily transfer to the gaining installation pursuant to Paragraph 7 of the MOU will take their seniority with them. Such senior employees who volunteer to transfer to the gaining installation do not have retreat rights.

(2) Part-time flexible employees who volunteer to transfer to the gaining installation pursuant to Paragraph 7 of the MOU will be placed at the bottom of the part-time flexible roll. Upon conversion to full-time, an employee's seniority for bidding purposes shall include part-time flexible service in both the losing and gaining installations.

(See Memo, page 194)

6. **Changes in Which Seniority is Lost**

Except as specifically provided elsewhere in this Agreement, a full-time employee begins a new period of seniority:

a. When the change is:

(1) from one postal installation to another at the employee's request.

(2) from another craft to the Clerk Craft (voluntarily or involuntarily).

b. Upon reinstatement or reemployment.

c. Upon transfer into the Postal Service.

7. **Change in Which Seniority is Modified**

When mutual exchanges are made between Clerk Craft employees in the same status in different installations, both of the exchanging employees shall take the seniority date or relative standing on the part-time flexible roll of the junior employee involved and shall be reassigned as unassigned full-time regular or part-time flexible employees based on existing status.

**Section 3. Posting, Bidding, and Application**

A. Newly established and vacant Clerk Craft duty assignments shall be posted as follows:

1. All newly established Clerk Craft duty assignments shall be posted to craft employees eligible to bid within 28 days. All vacant duty assignments, except those positions excluded by the provisions of Article 1, Section 2, shall be posted within 28 days unless such vacant duty assignments are reverted. Every effort will be made to create desirable duty assignments from all available work hours for career employees to bid.

- a. **Full-time duty assignments.**
  - (1) Newly established full-time duty assignments are posted to full-time employees eligible to bid.
  - (2) Vacant full-time duty assignments are posted to full-time employees eligible to bid.
- 2. **Reversion.** When a vacant duty assignment is under consideration for reversion, the local Union President will be given an opportunity for input prior to a decision. The decision to revert or not to revert the duty assignment shall be made not later than 28 days after it becomes vacant and if the vacant assignment is reverted, a notice shall be posted advising of the action taken and the reasons therefore.
- 3. **Withholding.** When vacancies are withheld under the provisions of Article 12, the local Union President will be notified in writing.
- 4. **Reposting.**
  - a. When it is necessary that fixed schedule day(s) of work in the basic work week for a duty assignment be permanently changed, the affected assignment(s) shall be reposted.
  - b. The determination of what constitutes a sufficient change of duties, principal assignment area or scheme knowledge requirements to cause the duty assignment to be reposted shall be a subject of negotiation at the local level.
  - c. The determination of what constitutes a sufficient change in starting time of a duty assignment to cause the duty assignment to be reposted is negotiable at the local level, provided:
    - (1) No duty assignment will be reposted when the change in starting time is one hour or less.
    - (2) The above criteria will also apply to cumulative changes in starting time within the life of this Agreement. Cumulative changes are changes that move the starting time outside a circle which has the starting time as its center and the agreed upon time as its radius.
    - (3) The incumbent shall have the option of accepting the new reporting time, if negotiated at the local level. If the incumbent accepts the new reporting time, the assignment will not be reposted.
    - (4) If the incumbent does not accept the new reporting time, the assignment will be reposted.
    - (5) Any occupied traditional full-time regular duty assignment which is converted to a non-traditional full-time assignment shall be reposted. Any occupied non-traditional full-time regular duty assignment which is converted to a traditional full-time assignment shall be reposted.
  - d. When duty assignments are reposted in accordance with a., b., or c. above, such repostings of level 6, 7, and 8 duty assignments will be limited to employees within the same and higher salary levels and status; and repostings of level 5 duty assignments will be limited to those employees in that salary level and status. Subsequent postings which result from a reposted duty assignment will be limited to employees within the above salary levels until a residual vacancy is identified. Residual vacancies which result from repostings will be filled in the following order:
    - (1) Assign any unencumbered employees in the same salary level who are available for assignment, in accordance with Section 4.C.1.
    - (2) Post to full-time employees in all levels who are eligible to bid.
    - (3) If no bidders, assign unencumbered lower level employees in accordance with Section 4.C.1.
  - e. Duty assignments within multicraft positions shall not be reposted due to changes in hours, off days, or duties. A multicraft position is a position from which a duty assignment is posted for bid to employees from more than one craft and is awarded based on seniority.
  - f. If the decision is to repost an occupied duty assignment and there are two or more identical (hours, off days and duties) assignments within the section, the duty assignment of the junior incumbent of such assignment will be reposted.
- 5. In instances where more than one duty assignment is posted, clerks may indicate preferences on the bid form or in the telephone or computerized bidding process.
- 6. An employee who has submitted a bid shall have the right to cancel the bid, in writing or in the telephone or computerized bidding process, at any time before the closing time (hour and date) of the posting. Such cancellation, to be official, shall be date stamped or processed by telephone or computer (with confirmation). An employee may not cancel a bid after the closing time of the posting.

7. **Best Qualified Positions**

- a. All newly established and vacant duty assignments in a best qualified position shall be posted for bid to full-time employees encumbered in duty assignments in the same salary level and same best qualified position, except when a vacant assignment(s) is being considered for reversion. The successful bidder must be placed in the duty assignment within 28 days after the successful bidder notice is posted, except in the month of December.
- b. The residual vacancy, as defined in Section 1 of this Article, will be posted for application unless the vacancy is being withheld pursuant to Article 12. The application process must be completed within 42 days. The successful applicant must be placed in the duty assignment within 28 days after the successful applicant notice is posted, except in the month of December.
- c. Incumbents in each best qualified position and salary level will be in a separate category for Article 12 excessing purposes. These categories will be separate from senior qualified positions.

8. Clerks temporarily detailed to a non bargaining-unit position (204b) may not bid, express Article 37.5 preferences, exercise Article 12 retreat rights, or apply for vacant Clerk Craft duty assignments while so detailed. However, nothing contained herein shall be construed to preclude such temporarily detailed employees from voluntarily terminating a 204b detail and returning to their craft position. Upon return to the craft position, such employees may exercise their right to bid or apply for vacant Clerk Craft duty assignments.

The duty assignment of a clerk detailed to a nonbargaining-unit position, including a nonbargaining-unit training program, in excess of ninety (90) days shall be declared vacant and shall be posted for bid in accordance with this Article. Upon return to the craft the employee will become an unassigned clerk with a fixed schedule.

A clerk temporarily detailed to a nonbargaining-unit position will not be returned to the craft solely to circumvent the provisions of Section 3.A.8. An employee detailed to a non-bargaining unit position must return to the craft for a minimum of one continuous pay period to prevent circumvention of the intent of this provision. For bidding purposes, this circumvention provision must be met prior to the date of posting the award notice of senior or successful bidder or applicant. For reposting purposes, this circumvention provision must begin prior to the end of the ninety (90) days. This is not an item subject to local implementation.

Form 1723, Notice of Assignment, shall be used in detailing clerks to temporary nonbargaining-unit positions (204b). The Employer will provide the

Union at the local level with a copy of Form(s) 1723 showing the beginning and ending of all such details.

Employees detailed to nonbargaining-unit positions are not entitled to out-of-schedule premium.

9. **Filling Positions Upgraded at the National Level**

- a. When an occupied Clerk Craft position is upgraded on the basis of the present duties:
  - (1) The incumbent will remain in the upgraded job provided the employee has been in that job for more than one year.
  - (2) The job will be posted for bid or application in accordance with the Agreement if the incumbent has not been in the job for more than one year.
- b. When an occupied Clerk Craft position is upgraded on the basis of duties which are added to the position:
  - (1) The incumbent will remain in the upgraded job provided the employee has been in that job for more than one year. The year of required incumbency in the job begins when the duty or duties were added which permitted the job to be reranked.
  - (2) The job will be posted for bid or application in accordance with the Agreement if the incumbent has not been in the job more than one year since the date when the duty or duties were added which later permitted the job to be reranked.

10. Full-time Clerk Craft employees may use their seniority to bid on any senior qualified assignment involving a change in level provided the bidder meets the qualifications established for the position and the requirements in subsection a. and b. below, when applicable.

- a. Full-time Clerk Craft employees in levels PS-6, PS-7, and PS-8 may bid and compete for vacant and newly established full-time duty assignments ranked below PS-6.
- b. Full-time Clerk Craft employees in levels below PS-6 may bid and compete for vacant and newly established full-time duty assignments ranked at PS-6, PS-7, and PS-8.
- c. Employees in levels below PS-6 who are promoted as a result of this section and are subsequently impacted due to technological and mechanization changes shall not be entitled to saved grade for a period of two years beginning with the effective date of promotion. This two-year restriction does not apply to employees who previously occupied the higher level.

- d. Before excessing pursuant to provisions of Article 12, employees serving their initial assignment per part a. or b. above may be excessed to their former wage level by inverse seniority provided the employee has not completed three years in the new level.
- e. Employees in levels below PS-6 who are promoted as a result of this section will be restricted from bidding to duty assignments in PS-6, PS-7, and PS-8 positions other than the position description initially bid for one year from the effective date of promotion. Employees serving this bid restriction may bid on any duty assignment below PS-6 during this one-year period. This restriction does not apply to employees who previously occupied the higher level.

11. The following PS-7 and PS-8 positions are filled on the basis of senior qualified:

Position Number	Title
KP 17	Claims Clerk Paying Office
SP 1-54	Highway Transportation Clerk
SP 2-3	Information Clerk
SP 2-4	Scheme Examiner
SP 2-12	Postage-Due Technician
SP 2-20	Clerk-Finance Station
SP 2-25	General Expediter
SP 2-26	Review Clerk
SP 2-28	Flat Sorting Machine Operator
SP 2-156	Stamp Supply Clerk
SP 2-157	Special Postal Clerk
SP 2-158	Schedule Clerk-Foreign Mail
SP 2-181	General Office Clerk-Foreign Mail
SP 2-188	Examination Specialist
SP 2-195	Vehicle Operations-Maintenance Assistant
SP 2-217	Transfer Clerk, AMF
SP 2-218	Receiving Clerk-Foreign Air Mail
SP 2-346	Procurement and Material Management Assistant
SP 2-362	Parcel Post Distributor - (Machine)
SP 2-385	Ramp Clerk, AMF
SP 2-387	Bulk Mail Technician
SP 2-388	Window Services Technician

Position Number	Title
SP 2-433	Self-Service Postal Center Technician
SP 2-464	Mail Classification Clerk
SP 2-465	Mail Classification Clerk
SP 2-468	Mailing Requirements Clerk
SP 2-495	Records Clerk, International Air Mail
SP 2-502	Sack Sorting Machine Operator
SP 2-633	Distribution Clerk, Machine, MPLSM
SP 2-634	Distribution Clerk, Machine, SPLSM
SP 2038	Senior Mail Processor
SP 2-44	Bulk Mail Clerk
SP 2-615	Bulk Mail Dock Clerk
SP-1029	Time & Attendance Collection System (TACS) Clerk
SP-2642	Lead Sales & Services Associate
SP 2-383	Air Records Processor
SP-2644	Lead Mail Processing Clerk
SP-2643	Delivery/Sales Services and Distribution Associate

**B. Article 12 Exceptions – Clerk Craft**

1. In the Clerk Craft, an employee(s) involuntarily excessed from the Craft or installation (Article 12.5.C.5) shall be entitled at the time of such reassignment to file a written request to return to the first vacancy in the craft and installation from which reassigned. Such request for retreat rights must indicate whether the employee(s) desires to retreat to the same, lower, and/or higher salary level assignment and, if so, what salary level(s). The employee(s) shall have the right to bid for vacancies within the former installation. The written request for retreat rights shall serve as a bid for 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(s) may retreat to only those assignments for which the employee(s) would have been eligible to bid. If vacancies are available in the specified lower, higher or same salary level, the employee will be given the option.

Repostings occurring pursuant to Article 37, Sections 3.A.4.a, 3.A.4.b, and 3.A.4.c, are specifically excluded from the application of this subsection.

Withdrawal of a bid or failure to qualify for a

vacancy or residual vacancy terminates retreat rights to the level of the vacancy. Furthermore, employee(s) electing to retreat to a lower level are not entitled to salary protection.

2. In the 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 will be posted for bid to currently qualified Clerks within the section.
3. Special excessing provisions for Best Qualified duty assignments are found at Article 37.3.A.7.c.

**C. Place of Posting**

1. The notice inviting bids for a duty assignment shall be posted on all official bulletin boards and available within the computerized bidding process at the installation where the vacancy exists, including stations and branches, to assure that it comes to the attention of all employees eligible to submit bids. Copies of the notice shall be given to the local Union. When absent employees have so requested in writing, stating their mailing addresses, a copy of any notice inviting bids from the Clerk Craft shall be mailed to them by the installation head.
2. Posting and bidding for duty assignments shall be installation-wide, except as otherwise provided for in this Agreement.

**D. Length of Posting**

The notices shall remain posted for 10 days, unless a different length for the posting period is established by local negotiations.

**E. Information on Notices**

Information shall be as shown below and shall be specifically stated:

1. The duty assignment by position, title and number (e.g., key or standard position).
2. PS salary level.
3. Scheme knowledge and special requirements involving training, where applicable.
4. Hours of duty (beginning and ending), and tour.
5. 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).
  - a. Management will post the duties on Mail Processing Clerk duty assignments.
6. Qualification Standards.
7. Physical requirements unusual to the specific assignment.
8. Invitation to employees to submit bids.
9. The fixed or rotating schedule or days of work, as appropriate.

**F. Results of Posting**

1. a. Within 10 days after the closing date for

the posting (excluding December), the installation head shall post a notice listing the senior or successful bidder(s) and their seniority date(s). The senior qualified bidder meeting the qualification standards for the position shall be designated the “successful bidder.” If a deferment period is required, the employee will be designated the “senior bidder.”

- b. An employee will be limited to five senior unsuccessful bids during the duration of this Agreement.
- c. A senior unsuccessful bid is one on which the employee is designated the senior bidder and, due to withdrawal, failure to qualify, or other voluntary relinquishment of the employee’s rights to the duty assignment, does not become the successful bidder. If an employee exercises an option to withdraw in order to accept a duty assignment on which the employee remains a live bidder, such withdrawal does not constitute a senior unsuccessful bid.
- d. An employee who has used five senior unsuccessful bids for any reason during the duration of this agreement will not be permitted further bids unless such bid:
  - (1) is to a duty assignment for which the employee is currently qualified;
  - (2) is due to elimination or reposting of the employee’s duty assignment; or
  - (3) is required in order to retain saved grade.

2. The successful bidder must be placed in the new assignment within 28 days except in the month of December. The local agreement may set a shorter period.
3. a. When the duty assignment requires scheme knowledge, if the senior bidder is qualified on the scheme requirements of the position, assign the employee in compliance with 2 above. If the senior bidder is not qualified on the scheme requirements when the posting period is closed, permanent filling of the duty assignment shall be deferred until such employee is qualified on the scheme requirements. The deferment period shall begin the date the senior bidder is scheduled to report for training and shall be computed based on the following:

Total Number of Scheme Items	Deferment Period
100-200	14
201-300	22
301-400	30
401-500	38

Total Number of Scheme Items	Deferment Period
501-600	46
601-700	54
701-800	62
801-900	66
901-1000	70
1001-1100	74
1101-1200	78
1201-1300	82
1301-1400	86
1401-1500	90
1501-1600	95
1601-1700	100
1701-1800	105
1801-1900	110
1901-2000	115

Normally, the employee will begin the required training within 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.

- b. An employee designated the senior bidder may withdraw at any time prior to completing training and being designated the successful bidder. If a senior bidder withdraws, begins training and subsequently withdraws, fails to qualify, or otherwise relinquishes rights to the duty assignment, the employee will be returned to his/her former duty assignment and the next senior bidder will be placed into training.
  - c. Within 21 days after the end of the deferment period, the senior successful bidder shall be permanently assigned except as indicated below. A notice shall be posted stating the successful bidder. During the deferment period, the assignment normally should be filled by the detail of a qualified employee.
4. a. When the duty assignment requires machine qualifications, if the senior bidder is qualified on machine qualifications, which means the ability to key at the appropriate speed and accuracy on the appropriate keyboard, assign the employee in accordance with 2 above. If the senior bidder is not qualified when the posting period is closed, permanent filling of

the duty assignment shall be deferred until the senior bidder is qualified on the machine qualifications. The hours of training established for machine qualifications shall constitute the deferment period, which shall begin on the first day the training is scheduled. Normally, the employee will begin the required training within 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.

- b. An employee designated the senior bidder may withdraw at any time prior to completing training and being designated the successful bidder. If a senior bidder withdraws, begins training and subsequently withdraws, fails to qualify, or otherwise relinquishes rights to the duty assignment, the employee will be returned to his/her former duty assignment and the next senior bidder will be placed into training.
  - c. Normally, the employee will begin the required training within 10 days after the posting of the senior bidder, excluding December. Within 21 days after the end of the deferment period, the senior successful bidder shall be permanently assigned. A notice shall be posted stating the successful bidder. The deferment period for machine qualifications training, the scheme requirements, and scheme distribution keyboard training will not be concurrent. During the deferment period, the assignment normally should be filled by the detail of a qualified employee. Where scheme knowledge is required, the provisions of Section 3.F.3 above are applicable.
  - d. Except as specifically provided elsewhere in this Article, no employee shall be denied the opportunity to bid or qualify on any mail sorting machine duty assignment solely because of a previous unsuccessful attempt to qualify for a mail sorting machine duty assignment.
5. When the posted duty assignment requires a specific skill(s) where the employees must be immediately qualified, senior bidders will be given an opportunity to demonstrate the skill(s). A minimum of five senior bidders will be tested, unless one or more of the five are currently qualified. In that case, all bidders senior to the senior currently qualified employee will be tested. This demonstration occurs prior to an employee being designated as the senior bidder or the senior qualified bidder.
- a. This provision applies to the following positions/duty assignments:

Air Records Processor, PS-7;  
 Clerk Stenographer, PS-6;  
 Self-Service Postal Center Technician, PS-7;  
 All senior qualified duty assignments  
 requiring typing skills.

- b. An employee who, as the result of a bid, attempts to demonstrate the skill(s) for one of the above positions/duty assignments and fails will be restricted from bidding on positions/duty assignments which require the same skill(s) for a period of 120 days from the date the employee attempts to demonstrate the skill.
6. Where incidental typing is required as a part of a duty assignment, such requirement must be reasonably related to the efficient performance of the responsibilities of the duty assignment.
  7. The senior bidder for any of the following positions will enter a deferment period and be provided appropriate combinations of training, testing and practical demonstration of ability to perform in the actual position. Permanent assignment to the position will be deferred until successful completion of the training. If the employee does not satisfactorily complete the training or withdraws, the employee will be returned to his/her former duty assignment and the next senior bidder will be placed into training. An employee bidding from one of the positions on the list to another requiring similar essential duties will not be required to take the training.

Window Clerk (KP 13)  
 Distribution and Window Clerk (SP 2-1)  
 Distribution, Window and Markup Clerk (SP 2-629)  
 Window Services Technician (SP 2-388)  
 Clerk — Finance Station (SP 2-20)  
 Bulk Mail Clerk (SP 2-44)  
 Bulk Mail Technician (SP 2-387)  
 Mail Classification Clerk (MSC) (SP 2-464)  
 Mail Classification Clerk (MSC) (SP 2-465)  
 Mailing Requirements Clerk (SP 2-468)  
 Mailing Requirements Clerk (SP 2-469)  
 Postage-Due Clerk (SP 2-11)  
 Postage-Due Technician (SP 2-12)  
 Self-Service Postal Center Technician (SP 2-433)  
 Senior Mail Processor (SP-2038)  
 Sales & Services Associate (SP-2640)  
 Sales, Services, & Distribution Associate (SP-2641)  
 Lead Sales & Services Associate (SP-2642)  
 Delivery/Sales Services and Distribution  
 Associate (**SP-2643**)

- a. In installations where 105 or more hours of training are required for position qualification and a full-time duty assignment in any of the above position designations requires scheme qualification, the deferment period for scheme(s) and position qualification will not be concurrent.
- b. An employee who is designated the senior bidder for any of the positions listed in F.7. above and who subsequently fails to satisfactorily complete the training or withdraws from the bid will be restricted from bidding on posted duty assignments in that position designation for a period of 180 days, except as provided for in (1) and (2) below. The 180 day restriction begins on the effective date of the withdrawal, or, if an examination is required, on the date the employee took the examination.

This bidding restriction does not apply if:

- (1) The employee's bid duty assignment is abolished or reposted during the 180-day bidding restriction.
  - (2) The employee withdraws prior to completion of 25% of the position qualification training hours.
8. a. When an employee is designated as successful bidder and remains a live bidder on other bids, the employee shall notify management in writing within ten days of his/her election to remain a bidder on one or more of those assignments. The notice shall identify the assignment(s) by job and posting number. Failure to notify within ten days will cancel such other bids.
  - b. When an employee is in a deferment period and would be designated a senior or successful bidder on a previous bid, the employee will be given a choice to remain in training or become the senior or successful bidder on the previous bid.
  - c. Except as otherwise specifically provided in 3.F.3, 3.F.4, and 3.F.7, any of the following shall end the deferment period, and the duty assignment shall be filled in accordance with the provisions of this Article:
    - (1) The senior bidder withdraws prior to the end of the deferment period;
    - (2) The senior bidder is designated the senior or successful bidder on a subsequent posting during the deferment period. Eligibility to demonstrate a skill per 3.F.5 does not end a deferment period.
    - (3) The senior bidder otherwise relinquishes the employee's rights (voluntarily or involuntarily) to the assignment.

- d. Any withdrawal, to be official, shall be date stamped or if done by telephone or computer, must have confirmation.
- 9. Pursuant to the Memorandum of Understanding concerning use of full-time employees on Relief and Pool duty assignments, such assignments in the Clerk Craft shall normally be used to cover:
  - a. Vacancies and absences (in their own installation or other installations as designated in the employee's bid) of employees holding full-time bid assignments or Postmasters in:
    - (1) Stations or Branches;
    - (2) Window Service;
    - (3) Customer Service.
  - b. Functions which predictably occur at the end of the accounting period (Timekeeper, Examination Specialist, etc.)
 

(See memo, page 224)
- 10. Normally, the successful bidder shall work the duty assignment as posted and shall not be displaced by a junior employee. This does not prohibit the Employer from assigning other employees to work the assignment for training purposes.

**Section 4. Unencumbered Employees**

**A. Coverage.** Full-time flexible employees and unassigned regular employees are considered unencumbered employees.

B. An employee who becomes an unassigned regular will continue to work the same hours and scheduled days the employee worked immediately prior to becoming unassigned unless notified of a change in work schedule before expiration of the first 28 days after the date on which the employee became unassigned. Additional work schedule changes may be made, provided that such change cannot be made effective until 180 days after the effective date of any previous change.

**C. Assignment of Unencumbered Employees**

Assignment of unencumbered employee(s) will be made within 21 days of the duty assignment becoming residual (Article 37.1) in accordance with the following:

- 1. Any unencumbered employee(s) who becomes unencumbered for any reason will receive saved grade (Article 37.4.C.6.a) if he/she voluntarily bids to a lower level duty assignment(s) prior to or during the involuntary assignments. Once an employee is assigned to a same or higher level duty assignment (Article 37.4.C.5) and notified in writing of an assignment this option of bidding a lower level duty assignment will no longer be available.
- 2. If there are sufficient same or higher level vacancies, unencumbered employees shall be involuntarily assigned to same or higher level vacancies in accordance with Article 37, Section 4.C.5.
- 3. If there are insufficient same or higher level vacancies to accommodate assignment of all unencumbered employees, preference eligible employees will be placed first into the same or higher level vacancies in accordance with Article 37, Section 4.C.5.

- 4. After placement of the unencumbered preference eligible employees, non-preference eligible unencumbered employees will be placed in accordance with Article 37, Section 4.C.5.

**5. To the Same or Higher Level**

- a. Employees not encumbered in bid duty assignments shall bid on duty assignments posted for bid. These employees shall be assigned to residual full-time duty assignments in the same or higher salary level for which the employees meet the minimum qualifications. The assignments will be made in the following order:

- (1) **Currently Qualified Employees.**  
Offer residual assignments by seniority to employees who are currently qualified on all of the requirements of a residual assignment. If an employee is qualified on two or more residual duty assignments, the employee will be given an option and be awarded their choice based on seniority. If assignments remain unfilled for which there are currently qualified unencumbered employees, involuntarily assign these employees by seniority.

- (2) **Partially Qualified Employees.**  
Offer residual assignments by seniority to employees who are qualified on at least one, but not all, of the requirements of a residual assignment. If an employee is partially qualified on two or more residual duty assignments, the employee will be given an option and be awarded their choice based on seniority. If assignments remain unfilled for which there are partially qualified unencumbered employees, involuntarily assign these employees by seniority.

- (3) **Employees Not Currently or Partially Qualified.**  
Involuntarily assign employees, starting with the senior employee. When there is more than one residual vacancy, the employees will be given an option and be awarded their choice based on seniority.

- b. Unencumbered clerks who are detailed to nonbargaining positions are considered to be unavailable for assignment in accordance with a. above.

**6. To a Lower Level**

- a. Lower-level residual vacancies that still exist after application of 4.C.5 above will be offered to unencumbered employees

and their preference shall be honored by seniority. Then assign unencumbered employees by inverse seniority to lower-level residual full-time assignments. If an unencumbered preference eligible employee is reached when assigning employees to lower level duty assignments in accordance with this Section (4.C.6):

- (1) The most junior non-preference eligible same level Clerk Craft employee in the installation shall be reassigned to the lower level vacancy.
- (2) The unencumbered preference eligible employee will then be assigned to the duty assignment previously occupied by that junior non-preference eligible employee.
- (3) Any employee reassigned to a lower level duty assignment shall receive saved grade.

b. An employee who receives saved grade under this Section (4.C.6.a) will receive saved grade as follows:

- (1) Employees who receive saved grade under this Section (4.C.6.a) will not be required to bid or apply for vacancies in their former wage level for a period of two years from the time they occupy the lower level duty assignment.
- (2) After the two year period, employees will be expected to bid or apply to former level duty assignments for which they are qualified or may become qualified by entering a scheme deferment period.
- (3) If no employee in the saved grade status bids or applies to the former level duty assignments, the junior employee(s) in the saved grade status will have their saved grade taken away.
- (4) An employee in saved grade status who bids or applies for a former wage level duty assignment and is declared the senior bidder but fails to qualify, will lose saved grade protection. No more than one employee in the saved grade status group will have saved grade taken away for each former level duty assignment posted.

7. a. An employee who was not hired from a machine register and who has not subsequently passed machine training may not be involuntarily assigned to a machine duty assignment regardless of salary level. This provision does not prohibit the Employer from making a job offer to an unencumbered employee in the same level.

b. An employee hired from a machine register who has not qualified on a particular machine skill (e.g., letter sorting machine, flat sorting machine) may not be involuntarily assigned to a duty assignment requiring that machine skill until all unencumbered employees who have qualified on that machine skill have been assigned.

8. Full-time employees are assigned only to full-time residual vacancies. Part-time regular employees are assigned first to part-time regular residual vacancies, then if necessary, they may be assigned to remaining full-time regular residual vacancies if senior to the senior part-time flexible employee.

#### **D. Identification of Newly Established Duty Assignments**

When the number of full-time regular Clerk Craft duty assignments in an installation is less than the number of full-time Clerks, a full-time employee remaining unencumbered for a period of 120 calendar days shall demonstrate the need to post the newly established full-time regular duty assignment in accordance with Article 37.3.A.1.a.

This process shall continue until all unencumbered Clerks eligible to be assigned have successfully bid or been assigned to duty assignments.

Exceptions: Any full work or paid leave weeks (40 hours) during which unencumbered Clerks are: 1) detailed to non-bargaining positions; 2) identified as impacted under the provisions of Article 12.5.C (excluding 12.5.C.4); or 3) medically unsuitable for assignment, shall not be included when establishing this 120 day period.

#### **Section 5. Conversion/Part-Time Flexible Preference**

##### **A. General Principles**

1. The Employer will maintain a single merged part-time flexible roll.
2. Part-time flexible employees shall be converted to full-time in the manner set forth in this section.
3. When an opportunity exists for conversion to a vacant full-time Clerk Craft duty assignment, employees shall, in accordance with this section, exercise a preference(s) as to the duty assignment(s) they desire to be converted into based on their standing on the part-time flexible roll.
4. Part-time flexible employees who have exercised a preference and fail to qualify shall not be discharged or disciplined as a result of such failure.
5. Part-time flexible preferencing under Section 5 will occur within 28 days after the application of Section 4.C, Assignment of Unencumbered Employees, unless such vacancies are being withheld pursuant to Article 12.
6. Normally, the senior part-time flexible stating a preference will be placed into training within 10 calendar days.

7. When a part-time flexible employee is identified as currently qualified or successfully completes the training for a stated preference, the employee should be converted to full-time and placed in the duty assignment within 28 days except in the month of December. Management should release a part-time flexible Mark-up Clerk, Automated as soon as possible, but for replacement training purposes may delay the employee's release to that duty assignment for up to 180 days after being identified as senior for conversion or training. This delay in placement does not alter the employee's normal conversion at the appropriate time.
8. If an opportunity for conversion is to a best qualified full-time Clerk Craft duty assignment, the successful applicant shall be converted. Applications from part-time flexible employees shall not be considered if sufficient (equal or greater in number than available duty assignments) full-time employees meeting the minimum qualifications apply.
9. Part-time flexible employees who express a preference may not withdraw from the assignment or from training except as specifically provided for in 10, below.
10. A part-time flexible employee in training for a stated preference who is converted to full-time, either pursuant to Article 7, Section 3.A or due to being currently qualified on another assignment, shall have the option of either remaining in training for the stated preference or withdrawing from training.

**B. Preference Requirements/Eligibilities**

1. Employees are required to state a preference for duty assignments for which they are currently qualified at the same or higher level, even if they are in training for another stated preference. A Mark-up Clerk, Automated is not required to state a preference for non-Markup Clerk, Automated duty assignments.
2. Employees are not required to state a preference for duty assignments for which they are not currently qualified or are at a lower level.
3. When stating preferences, employees must list all duty assignments for which they received training and are currently qualified ahead of any duty assignment for which there is no qualifying training.
4. While in training for a stated preference, employees may not state a preference for any other duty assignment for which they are not currently qualified.

**C. Procedures.** When there are one or more full-time duty assignment(s) to be filled by conversion, the conversions shall be made by the following procedures, in the following order:

1. Match the number of duty assignments to be filled with the identical number of senior part-time flexibles on the roll who are eligible to state a preference on the duty assignment(s).

2. Convert and place any currently qualified part-time flexibles on the above list. Any part-time flexibles who are currently qualified on two or more of the available duty assignments shall be given a choice, in order of their standing on the part-time flexible roll, provided their choice would not reduce the number of currently qualified employees who could be matched and converted to full time.
3. If any duty assignments remain unfilled, take preferences from all part-time flexibles who passed the required entrance examination, in order of their standing on the part-time flexible roll.
4. For each duty assignment, place the senior part-time flexible who stated a preference for that assignment into the assignment if currently qualified. If not currently qualified, place that employee into training for that assignment. Upon successful completion of the training, convert and place the employee into the assignment.
5. If the senior part-time flexible fails to qualify or withdraws pursuant to A.10 above, convert and place the next currently qualified part-time flexible.
6. If there are no remaining currently qualified part-time flexibles for a duty assignment, the senior part-time flexible hired from the appropriate register and who is not in training for another opportunity will be assigned and placed into training.
7. PTF's may not be involuntarily assigned to a lower level or to a duty assignment requiring a skill (such as typing, shorthand, etc.) for which they are not currently qualified.

**D. Postal Support Employee (PSE) Career Opportunity**

- 1. The Employer will maintain a single clerk PSE roll in each installation.**
- 2. Conversion of PSEs to full-time residual duty assignments will occur only after any Part-Time Flexibles (PTFs) within the installation are converted. PTF assignments, if operationally needed, will be filled in accordance with the procedures below.**

**a. Part-Time Flexible (PTF) Assignments**

**Match the number of PTF assignments to be filled with the identical number of PSEs based upon their relative standing on the roll. These PSEs will be converted no later than the first day of the third full pay period after the close of the posting cycle, except in the month of December, subject to the provisions in 37.5.D.3 below.**

**b. Full-Time Duty Assignments**

**(1) Senior Qualified Duty Assignments**

- (a) Match the number of duty assignments to be filled with the identical number of PSEs based upon their relative standing on the roll, who are eligible to state a preference on the duty assignment(s). If**

there is more than one assignment, PSEs who are currently qualified on two or more of the available duty assignments shall be given a choice in order of their relative standing on the PSE roll.

(b) PSEs who are currently qualified on the duty assignment will be placed in the assignment no later than the first day of the third full pay period after the close of the posting cycle, except in the month of December.

(c) PSEs who are partially or not currently qualified will be placed into training for the assignment they preferenced based on their relative standing, within 10 days, subject to the provisions in 37.5.D.3 below, except in the month of December.

**(2) Best Qualified Duty Assignments**

If an opportunity for conversion is to a best qualified full-time Clerk Craft duty assignment, applications from PSEs will be accepted and the successful applicant shall be converted and placed in the duty assignment no later than the first day of the third full pay period after the close of the posting cycle, except in the month of December.

**3. When converting PSEs to residual Function 4 duty assignments with window duty requirements, the conversion to career will be deferred, if necessary, until after the PSE with the highest relative standing is provided an opportunity to train and qualify on window requirements. Any PSE who fails to qualify under this opportunity will remain in a PSE status, with the same relative standing, for future conversion opportunities. PSEs who fail to qualify on the window requirements will serve the 180 day restriction provided in Article 37.3.F.7.b. Once a PSE qualifies for the assignment, Clerk Craft seniority will be adjusted to the day the employee received the initial assignment, pending qualification. There will be no retroactive compensation due to this adjustment.**

**4. A PSE who expresses a preference may not withdraw from the assignment or from training unless a new conversion opportunity to a residual vacancy subsequently occurs. A PSE in training shall have the option of either remaining in training for the existing preference or to state a preference, in order of their relative standing on the PSE roll, for one of the new assignments.**

(See Memo, page 237)

**Section 6. Anti-Fatigue Measures**

A. The subject of fatigue as it relates to the safety and health of an employee is a proper subject for the consideration of the Joint Labor-Management Safety Committee as provided in Article 14 of the National Agreement. The Employer will continue to furnish adjustable platform stools for periods of sustained distribution as heretofore.

B. The feasibility of a study of seating devices, including

seats with back supports, for the purpose of improving upon and eventually replacing the equipment termed “adjustable platform stools” heretofore supplied, as “sit-stand” devices is a proper subject for determination by the National Labor-Management Committee.

**Section 7. Scheme Committee**

A. The Employer agrees to having as part of the National Labor-Management Committee, a labor-management subcommittee on schemes for the consideration of appropriate matters relating to schemes.

B. Subject to any criteria established in the future by the National Labor-Management Committee, local level scheme committees will continue operation as presently constituted.

C. There shall be no annual or periodic scheme examinations.

**Section 8. Computerized Forwarding System**

The application of a rotation system for the Computerized Forwarding System and the subject of fatigue as it pertains to the Computerized Forwarding System will be consistent with the requirements of the applicable provisions of this Agreement.

(See Memo, page 231)

**Section 9. Listing of Key and Standard Positions**

The Employer will continue to furnish to the Union at the national level copies of key and standard positions including qualification standards in the Clerk Craft.

**ARTICLE 38  
MAINTENANCE CRAFT**

Section 1.	Introduction
Section 2.	Definitions
Section 3.	Seniority
Section 4.	Posting
Section 5.	Selection Methods
Section 6.	Training
Section 7.	Special Provisions

**Section 1. Introduction**

All craft positions assigned to the Maintenance Craft shall be under the jurisdiction of the Maintenance Craft Division of the American Postal Workers Union, AFL-CIO. The Employer will furnish to the Union at the national level copies of key and standard positions including qualification standards in the Maintenance Craft.

**Section 2. Definitions**

**A. Maintenance Craft.** All employees in maintenance craft positions for which the Union has secured recognition at the national level. **The Maintenance Craft is staffed only with career employees.**

**B. Installations.** A main post office, airport mail center or facility, terminal, bulk mail center, processing and distribution center or facility, Maintenance Support and Repair Facility or any similar organizational unit under the direction of one postal official, together with all stations, branches and other subordinate units.