

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.

C. Duty Assignment. A set of duties and responsibilities within a recognized occupational group and level regularly scheduled during specific hours of duty.

D. Preferred Duty Assignment. A duty assignment preferred over the present duty assignment by an employee eligible to bid for such duty assignment when it is posted for bid. This bidding is done among qualified employees in the same level and occupational group as the vacant duty assignment.

E. Service Seniority. Service Seniority is based on total part-time or full-time service in the Maintenance Craft, regardless of occupational group and level. It begins with an appointment to the regular part-time or full-time work force in the Maintenance Craft. An exception is a part-time regular employee who is converted to a full-time regular position begins a new period of service seniority.

F. Installation Seniority. This seniority is computed from entry into the maintenance craft in the installation. It continues to accrue so long as service in the maintenance craft and installation is uninterrupted.

G. Seniority for Preferred Assignments. This seniority determines relative standing among regular work force employees eligible to bid for preferred assignments.

1. Employees who enter into a regular work force position in a particular occupational group and level prior to June 25, 1992, shall have seniority for preferred assignments computed from entry into regular work force position in a particular occupational group and level. It continues to accrue so long as service in the same occupational group and level, and installation is uninterrupted. See section 5.A.3. of this Article for order of placement on preferred assignment registers.
2. Employees who enter into a regular work force position in a particular occupational group and level on or after June 25, 1992, shall use installation seniority for preferred assignments. See section 5.A.3. of this Article for order of placement on preferred assignment registers.

H. Occupational Group. In the Maintenance Craft, occupational group shall be determined by position designation and level.

I. Arbitrary. The word arbitrary, when used in Article 38, shall mean a management initiated, non-disciplinary reassignment of an employee.

Section 3. Seniority

A. Introduction

The U.S. Postal Service and the Maintenance Craft Division, APWU, AFL-CIO, agree to the following seniority principles which replace all former rules, instructions and practices. This Section of this Article will continue relative seniority standings properly established under past instructions, rules, and regulations. Provisions of this Section of this Article shall be so applied in determining those relative seniority standings.

B. Coverage

This Seniority Section applies to all regular work force Maintenance Craft employees when it is necessary for filling vacant assignments and for other purposes. No employee solely by reason of this Article shall be displaced from an assignment

he/she gained in accordance with former rules.

C. Responsibility

The installation head is responsible for day-to-day administration of seniority. The application of this Article shall be open to negotiations at the installation level with the designated agent of the Union.

D. Seniority Lists

A current seniority list shall be posted in each installation. A copy of an updated seniority list shall be furnished quarterly to the local Union. For each employee, it shall show:

1. Service seniority.
2. Seniority for preferred assignments.
3. Installation Seniority.

E. Loss of Seniority

1. Employees who change from one craft to another shall begin a new period of seniority for preferred assignment.
2. Change from one postal installation to another; except as specified under F and I below, will require the start of a new period of seniority for preferred assignment.

F. Restoration of Service Seniority, Seniority for Preferred Assignments, and Installation Seniority

Except as provided in Article 12, Section 2.B, seniority is restored as if service had been continuous upon:

1. Reemployment after Disability Separation. On reinstatement or reemployment after separation caused by disability, retirement, or resignation because of personal illness and the employee so stated this reason in the resignation and furnished satisfactory evidence for inclusion in the employee's personnel folder, the employee receives seniority credit for past service for time on the disability retirement or for illness if reinstated or reemployed in the same installation and in the same salary level from which 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 statement from the applicant's attending physician or practitioner.
2. Restoration in the same installation after military duty.
3. Restoration to the employee's former position in the same installation after unwarranted or unjustified separation.
4. Involuntary reassignment to another installation.
5. Arbitrary change in the same installation to a lower PS level to the position designation and level from which promoted.

G. Reduction of Seniority for Preferred Assignments

1. If, prior to June 25, 1992, an employee was voluntarily or for disciplinary reasons changed to a lower salary level in the same installation and the salary level was in the same occupational group and level from which promoted, seniority is established as the employee's former period of seniority without credit for employment in any other higher level or levels.
2. If the change was to a lower salary level in the same installation and the level was other than the occupational group from which promoted, whether the change was for voluntary, arbitrary or disciplinary reasons, seniority is established as one day less than the junior regular work force employee in that level and occupational group or the employee's own seniority, whichever is lesser, if the employee was changed to a lower salary level prior to June 25, 1992.
3. If the change to a lower salary level occurs on or after June 25, 1992, seniority for preferred assignments shall be determined in accordance with section 2.G.2 of this Article. See section 5.A.3 of this Article for order of placement on preferred assignment registers.

H. Seniority Granted by Law

Employees who are restored to postal duty in compliance with law or regulation after military training or extended military duty lose no seniority.

I. Change in Which Seniority is Modified

The seniority for Maintenance Craft employees who are reassigned between installations as the result of a mutual exchange in accordance with applicable provisions of the Employee and Labor Relations Manual will be established for both employees as that of the junior employee involved.

J. Seniority for Breaking Ties

When it is necessary to determine the seniority ranking for two or more employees in the Maintenance Craft, the following shall be used to break any tie that might exist:

1. Maintenance Craft Installation Seniority
2. Maintenance Craft Service Seniority
3. Total Maintenance Craft Service
4. Total Postal Career Service
5. Total Postal Service
6. Total Federal Career Civilian Service
7. Numerical by the last 3 or more numbers (using enough numbers to break the tie, but not fewer than 3 numbers) of the employee's social security number, from the lowest to highest.

Tie breakers are applied in order until the tie is broken.

Employees excessed into the Maintenance Craft under the provisions of Article 12 shall begin a new period of seniority.

K. Excess Employees

1. Installation Seniority governs in identifying excess employees within an occupational group and level.
2. **Withholding.** All vacant or newly established Maintenance Craft duty assignments must be posted by Notice of Intent prior to withholding under Article 12. 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.
3. 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.
4. **A Maintenance Craft employee being considered for excessing under Article 12 will not be excessed if a vacant lower level position exists and:**
 - a. **The vacant lower level position is supported by the current approved staffing package, and**
 - b. **the duties and responsibilities of the vacant lower level position are encompassed by the employee's current position as per the following:**
 - i. **Electronic Technician (ET) PS-10 encompasses Mail Processing Equipment Mechanic (MPE) PS-9 and Maintenance Mechanic (MM) PS-7;**
 - ii. **Mail Processing Equipment Mechanic (MPE) PS-9 and Building Equipment Mechanics (BEM) PS-9 encompass Maintenance Mechanic (MM) PS-7.**
 - c. **If the excessing is occurring under Article 12.5.C.4, item b above will be applied on a tour-wide basis.**
5. **Employees excessed in accordance with Article 12.5.C.5.b, shall be considered qualified for and may select from available withheld residual lower level positions in the gaining installation as identified above in 4.b of this section.**
6. When applying Article 12.5.C.5.a.(5), 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. **The term “qualified” in this instance includes the application of 4.b above.**

7. When applying Article 12.5.C.5.b.(6), 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. **The term “qualified” in this instance includes the application of 4.b above.** Failure to exercise such retreat right results in the employee forfeiting future retreat rights to the occupational group and level for which the retreat was declined.
8. If return or retreat to the craft, under 6 or 7 above, is to a lower level duty assignment, the employee shall receive saved grade.
9. **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.**
(See Memo page 243)

Section 4. Posting

A. In the Maintenance Craft all vacant duty assignments shall be filled as follows:

1. a. When a vacant or newly established duty assignment is to be filled, the Employer shall post for a period of seven calendar days, a notice of intent that the duty assignment will be filled using the appropriate preferred assignment selection register and/or promotion eligibility register, except for newly established positions as defined in Article 1, Section 5. Such positions shall be posted as they are created and assigned to the craft unit. A copy of the notice of intent shall be furnished to the local Union.
- b. When newly established positions as defined in Article 1, Section 5, are created in an installation or when an established position, for which no promotion eligibility register has been created, is added in an installation, the Employer shall post a notice on all official bulletin boards soliciting applicants for inclusion on the promotion eligibility register. The notice shall be posted for thirty (30) calendar days. The employees who apply will receive the results of their application(s) no later than one hundred fifty (150) days from the closing date of the application period, provided the applications have been properly completed by the applicants. Within fourteen (14) days of the date of the receipt of the promotion eligibility register results, a notice of intent to fill the position shall be posted and the position filled in accordance with the provisions of Article 38.

c. In addition, any employee on sick leave or off-site training on the day of posting shall be furnished a copy of any applicable notice of intent. Employees absent for annual leave who have requested in writing, stating their mailing address, shall have a copy of any applicable notice of intent mailed to them.

2. All vacant duty assignments shall be posted by notice of intent within 30 days from when vacancy occurs. If a duty assignment has not been posted within 30 days, the installation head or designee shall advise the Union in writing as to the reasons the duty assignment is being withheld. If a vacant assignment is reverted, a notice shall be posted within 10 days advising of the date of the reversion and the reasons therefore.
3. If the current approved staffing package no longer supports continuation of a vacant duty assignment(s) that duty assignment may be reverted, provided it is not being withheld. The union will be notified within 10 days advising of the date of the reversion(s) and the reasons therefore.
4. When it is necessary that fixed scheduled day(s) of work in the basic work week for a craft assignment be permanently changed, or that the starting time for such an assignment be changed by 2 or more hours, the affected assignment(s) shall be reposted, by notice of intent. An exception to the requirement to repost an assignment where the change in starting time is 2 or more hours may be negotiated locally. If the incumbent in the assignment has more seniority for the preferred assignment than the senior employee on the preferred assignment eligibility register for those off days or hours, the employee may remain in the duty assignment, if the employee so desires.
5. The determination of what constitutes a sufficient change of duties or principal assignment areas, to cause the duty assignment to be reposted shall be a subject of negotiations at the local level.

B. Place of Posting

The Employer agrees to post on an appropriate bulletin board the registers of eligible employees when such registers are established.

C. Information on Notice of Intent

1. The duty assignment by position title and number (e.g., key, standard, or individual position).
2. PS salary level.
3. Hours of duty (beginning and ending).
4. The principal assignment area (e.g., section and/or location of activity).
5. Qualification standards, including occupational code numbers when such standards and numbers are available.
6. The fixed or rotating schedule of days of work.
7. Physical or other special requirements unusual to the specific assignments.

8. Duty Assignment(s) identified for reversion or change (the bidding process will stop when one of the identified duty assignments is vacated).

Section 5. Selection Methods

A. Preferred Assignment

1. The Employer will maintain and/or establish preferred assignment selection registers. During the first fourteen days in January of each year a notice advising the employees of the opportunity to submit changes in preferred assignment selections shall be posted on all official bulletin boards at the installation, including stations and branches, to assure that it comes to the attention of all employees eligible to submit forms.
2. The employee shall indicate preference(s) in numerical order for any vacancy that may occur during that year, including tours and days off that they prefer over their current duty assignment. Change in preferred assignment selections shall be submitted on or before January 31. If requested, an employee will be allowed to review the preferred assignment registers and the employee's own preferred assignment selection form(s). If the employee does not submit a change in preferred assignment selections during this period, existing preferred assignment selections shall continue.
3. Newly established or vacant duty assignments shall be filled by senior employees on the appropriate preferred assignment registers. The relative standing for employees on the appropriate preferred assignment register shall be:
 - a. employees by preferred assignment seniority who entered a particular occupational group and level in an installation prior to June 25, 1992, followed by
 - b. employees by preferred assignment seniority who entered a particular occupational group and level in an installation on or after June 25, 1992.
4. All vacant or newly established craft duty assignments shall be filled from a preferred assignment register established on the basis of assignment selection forms submitted by Maintenance Craft employees.
5. Where a vacant or newly established duty assignment cannot be filled from an established preferred assignment register, and the assignment is to be filled by means of a promotion, selection shall be made from the appropriate promotion eligibility register.
6. An employee may submit a new or amended preferred assignment selection form in the following situations:
 - a. the employee is promoted;
 - b. the employee's duty assignment is eliminated;
 - c. the duty assignment would result in the employee being assigned closer to the

employee's place of residence;

- d. because of substantiated medical or health reasons whereby continuation in the employee's present assignment would be harmful;
 - e. three times during each calendar year, an employee may submit additional preferred assignment selection forms. The times selected for submitting the additional preferred assignment selection forms shall be at the option of the employee.
7. When a part-time regular employee submits a preferred assignment form for a full-time regular position within the employee's salary level and occupational group, the employee will be awarded the vacant duty assignment before promoting a full-time employee from a lower salary level and occupational group, or before any lateral transfer, providing that the part-time regular is senior to the full-time employee in the lower level.
 8. Any unassigned employee who fails to submit a preferred assignment selection form, or who fails to be awarded a duty assignment of his choosing may be assigned to any vacant duty assignment.
 9. Employees shall be notified in writing, within 15 calendar days of entering the Maintenance Craft in an installation, that they have 30 days in which to apply for and be placed on the appropriate preferred assignment register.
 10. After all employees within an occupational group and level have been assigned pursuant to a notice of intent, consideration for filling the residual vacancy will be given to a higher level qualified employee who has previously submitted a written request for assignment to a lower level.
 11. An employee who is listed on the appropriate register for a vacant assignment shall have the right to withdraw a preferred assignment or promotion selection, in writing, at any time, but not later than the closing time (hour and date) for the posting of the notice of intent. Such withdrawal, to be effective, should be back-stamped.

B. Promotions

1. The Employer shall continue to maintain all existing promotion eligibility registers established under the maintenance selection system to be used for the purpose of filling vacancies in particular occupational groups and levels. A promotion eligibility register shall be established for each occupational group and level for which there is a position existing or newly authorized in an installation. Registers established under the maintenance selection system remain in effect throughout the life of this Agreement. Promotion eligibility registers developed by other than the maintenance selection system shall remain in effect until such time as new registers are established by a new maintenance selection system.

If two or more maintenance occupational groups

exist in an installation or in an installation where an employee is domiciled, a promotion eligibility register (PER) offering promotional opportunity for those occupational groups must be established in that installation.

Part-time regular employees are placed on the PER below full-time regulars.

2. 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.
3. Lateral transfers, that is, transfers in the same level, but to a different occupational group shall be determined in the same manner as promotions.
4. When an occupied position is upgraded on the basis of duties which are added to the position:
 - a. The incumbent will remain in the upgraded job provided the incumbent 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.
 - b. The job will be awarded 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.
5. To fill a vacant duty assignment a notice of intent will be posted to fill the vacancy and all residual vacancies using the preferred assignment eligibility registers and/or promotion eligibility registers, as necessary.
6. Employees shall be notified in writing within 15 calendar days of entering the Maintenance Craft in an installation, that they have 30 days in which they may request to be placed on the appropriate promotion eligibility registers. The employees who apply will receive the results of their application(s) no later than one hundred fifty (150) days from the submission date of the application, provided the applications have been properly completed by the applicants.
7. Every three years, during the month of March, beginning with March 1, 2009, maintenance craft employees who are not on a promotional eligibility register(s), may apply for inclusion on the appropriate promotional eligibility register(s). Notification will be posted on the bulletin board on or before March 1st of the open season year. The employees who apply will receive the results of their application(s) no later than one hundred fifty (150) days from March 31, provided the applications have been properly completed by the applicants.
8. a. The Employer will convert to banded scores all achieved scores for maintenance craft positions and will list all successful applicants for such positions on promotional eligibility registers in order of their banded

scores. To determine the successful applicants' banded scores, the Employer will apply fixed 5-point bands to successful applicants' achieved scores of 70.1 and above and fixed 2-point bands to candidates' achieved scores below 70.1. For scores of 70.1 and above, the fixed 5-point bands will be:

- 95.1 -100
- 90.1 - 95
- 85.1 - 90
- 80.1 - 85
- 75.1 - 80
- 70.1 - 75

For scores below 70.1, the fixed 2-point bands will be 68.1-70, 66.1-68, 64.1-66, 62.1-64, etc. The Employer will convert all achieved scores within each band to the highest score within that band. For example, all achieved scores between and including 70.1 and 75 will become banded scores of 75.

- b. Where the achieved score is calculated with respect to a 200-point range, the score shall be divided by two before applying the banding principles in section 5.B.8.a. of this Article. Where the achieved score is calculated with respect to any other range that is not a 100-point range, the score shall be converted in a similar fashion.
- c. The provisions in Section 5.B.8.a and Section 5.B.8.b above do not apply to employees under the Revamped Maintenance Selection System. The employer will convert all employees achieved scores into banded scores as indicated below and all employees who are determined to be eligible under the Revamped Maintenance Selection System shall be ranked on the appropriate PER by their banded score. All achieved scores within a listed band will be considered as a tie (or the same score) for all successful applicants within each specific band.
 - 90.0 - 100.0
 - 80.0 - 89.9
 - 75.0 - 79.9
 - 70.0 - 74.9
- d. Where the application of the foregoing banding rules creates ties among successful applicants, the Employer will rank tied successful applicants in the seniority order specified in Article 38.3.J. of the National Agreement.

C. Successful Applicant(s)

1. Within 8 days after the closing of the original notice of intent to fill a vacancy, the installation head shall post a notice stating the successful applicant and the applicant's seniority date.
2. The successful applicant shall be placed in the new assignment within 14 days after the announcement

of the successful applicant. Normally, the successful applicant shall work the duty assignment as posted.

3. An exception to 1 and 2 above shall be when the notice of intent has stated that promotion is contingent upon satisfactory completion of training. In these cases, within 14 days the applicant shall be reassigned as an unassigned regular in his/her current occupational group and level. The employee shall be placed in a detail assignment on the tour and non-scheduled days in the occupational group and level of the duty assignment for which the training is intended. For the duration of the detail assignment, the employee will be treated as if promoted to that position. Upon satisfactory completion of the required training or one (1) year from the date detailed, whichever occurs first, the employee shall be declared the successful applicant and promoted with a preferred assignment seniority date determined according to Section 2.G.2. of this Article.
4. In the event the employee fails to complete satisfactorily the required training discussed in paragraph 3, the employee shall remain as an unassigned regular in his/her current occupational group and level.

D. Promotion Eligibility Update

Employees under the Revamped Maintenance Selection System shall be permitted to update by retaking the incraft RMSS process no earlier than 120 days from the generation of their last MSS rating. This is applicable to both eligible and ineligible ratings obtained under any current or previous MSS process. Upon such employee update request the employer shall have thirty-seven (37) days to complete the process including notification of the result to the employee. The promotion eligibility register shall not be updated during the period of time a vacant position is in the process of being filled. Employees shall be listed on this register in order of qualifications, and all positions for promotion shall be awarded in accordance with the procedures established in Section 5, Article 38.

Section 6. Training

A. Maintenance Training

1. All Maintenance Craft job training opportunities will be offered first to the senior qualified volunteer within the occupational group, level and tour where the need for the skills exists. The Employer may choose not to select a volunteer who has attended training for 6 or more weeks during the previous 12 months.
2. As soon as approved training allocations are received at the installation, advance written notices will be published soliciting volunteers. A list of those volunteers shall be posted and a copy furnished to the local Union.
3. Only when there are no qualified volunteers as provided for in 1 above, will involuntary selections be made for training. Involuntary selections will be made by inverse seniority.
4. Employees selected for off-site training will be

given as much advance notice as is reasonably possible. Additionally, two (2) weeks notice will be given.

5. Upon completion of a job training course of two (2) or more weeks duration, which includes mail processing equipment maintenance as part of its curriculum, an employee may be required to remain in the duty assignment for which the training was intended for a period of six (6) months. For a job training course of three (3) or more weeks duration, the employee may be required to remain in the duty assignment for a period of nine (9) months. For a job training course of six (6) or more weeks duration, the employee may be required to remain in the duty assignment for a period of twelve (12) months. The above applies unless:
 - a. the employee advances to an assignment in higher level;
 - b. the duty assignment is eliminated;
 - c. because of substantiated medical or health reasons whereby continuation in the assignment would be harmful to the employee; or
 - d. the employee has been required to remain in the duty assignment(s) for twelve (12) cumulative months during the life of this Agreement.
6. The Union, at the national level, will be furnished annually a copy of the yearly allocation of training billets.

Section 7. Special Provisions

A. Tools

The Employer will provide adequate tools, tool kits, and equipment on a charge-out basis to those employees who require such items for the performance of their assigned function. Where the Employer determines the tools are obsolete, such tools will be recalled and removed from the employee's accountability. Under no circumstances will the employee be required to use personal tools and equipment. Where necessary, the Employer will provide training on the use of required tools and equipment.

B. Overtime

An overtime desired list in the Maintenance Craft shall be established for each occupational group and level.

C. Relief Assignments

1. When management determines that work coverage is necessary, relief assignments in the Maintenance Craft may be established only to provide coverage for absences of five working days or more for scheduled annual leave, sick leave, military leave, court leave, employee requested leave without pay, and national off-site and on-site, or contractor supplied training programs.
2. Relief assignments, which shall be kept to a minimum, will be posted by a notice of intent which, in addition to the information required in Section 4.C (Information on Notice of Intent),

will also show the days and hours of the specific duty assignment(s) being relieved.

D. Full-time regular and Part-Time Regular Maintenance Craft employees are entitled to bid on the positions of Examination Specialist SP 2-188 and Vehicle Operations-Maintenance Assistant SP 2-195.

E. Non-Bargaining Position Detail

Maintenance employees temporarily detailed to a non-bargaining unit position are ineligible to accept any promotion or preferred duty assignment(s) while so detailed. However, nothing contained herein shall be construed to preclude such temporarily detailed employees from voluntarily terminating a non-bargaining unit detail and returning to their craft position. Upon return to their craft position, such employees are eligible to accept any promotion or preferred duty assignment(s) for which they have properly bid.

The duty assignment of a full-time maintenance employee detailed to a non-bargaining unit position, including a non-bargaining unit training program, in excess of four (4) months shall be declared vacant and shall be posted and filled in accordance with the provisions of this Article. Upon return to the Maintenance Craft, the employee will become an unassigned regular.

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. In the instance of the first paragraph, this circumvention provision must be met prior to the date of posting the award notice of successful applicant. In the instance of the second paragraph, this circumvention provision must begin prior to the end of four (4) months.

Form 1723, Notice of Assignment, shall be used in detailing employees to temporary non-bargaining unit positions. The employer will provide the Union at the local level a copy of Form(s) 1723 showing the beginning and ending time and date of all such details.

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

F. ET-11 (NTSN Technician)

Certain employees occupy Electronic Technician positions assigned to the National Technical Support Network (NTSN) directed by the Maintenance Technical Support Center (MTSC). These employees are covered by the MOU Re: ET-11 (NTSN Technician).

(See Memo, page 242)

ARTICLE 39 MOTOR VEHICLE CRAFT

Section 1.	Seniority
Section 2.	Posting
Section 3.	Special Provisions

Section 1. Seniority

A. Introduction

1. The U.S. Postal Service and the Motor Vehicle Craft Division, APWU, AFL-CIO, agree to the following seniority principles which replace all former rules, instructions and practices.
2. This Article continues relative seniority standings properly established under past instructions, rules, practices and agreements and this Article shall be so applied. Seniority standings so established shall not be changed except to correct an error. 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.
3. Service seniority is based on total part-time or full-time service in the Motor Vehicle Craft regardless of occupational codes and levels. It begins with an appointment to the regular work force in the Motor Vehicle Craft.

B. Seniority for Preferred Assignments

1. This seniority determines relative standing among full-time regular and full-time flexible employees eligible to bid for preferred assignments. It is computed from entry into a regular work force position in a particular occupational group and level. It continues to accrue as long as service in the same occupational group, level, and installation continues. See B5 and B6 below.
2. Employees who change, or have changed, from one designation to another and who during continuous employment in the Motor Vehicle Service and in the same installation return to the former position designation and salary level regain the seniority they had in that position, without seniority credit for intervening employment in other position designations, except as provided for in paragraphs 4, 5 & 6 below.
3. Except as specifically provided for elsewhere in this Agreement, full-time regulars, upon entering the Motor Vehicle Craft from another craft or installation, begin a new period of seniority.
4. When two or more employees in the same installation, salary level, and position designation have seniority for preferred assignments from the same date, the tie will be broken as follows:
 - a. By standing on the part-time flexible roll when both were appointed as a part-time flexible in the same installation, position designation, and salary level.